



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: 2020-05-19 10:05 - Regular School Board Meeting

AGENDA ITEM: ITEMS

CATEGORY: E. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT: Procurement & Warehousing Services

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

ITEM No.:  
**E-5.**

TITLE:  
 Recommendation to Approve First Amendment and Renewal - FY20-072 – Global Citizenship e-Classroom for Middle Students Around the World

**REQUESTED ACTION:**  
 Approve the First Amendment and Renewal of the above Agreement. Contract Term: July 1, 2019 through June 30, 2021, Two (2) Years; User Department: Innovative Learning; Awarded Amount: NONE; Awarded Vendor(s): Global Cities, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
 The purpose of this Amendment is to renew for an additional year, extending the contract through June 30, 2021. The Global Cities, Inc. program called Global Scholars connects participating middle school students to other national and international students using internet-based educational activities, project-based learning, and other instructional strategies to develop student's global citizenship.  
 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:**  
 There is no financial impact to the District.

**EXHIBITS: (List)**  
 (1) Executive Summary (2) Original Executed Documents (3) Agreement

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Dr. Daryl Diamond	Phone: 754-321-2630
Name: Mary C. Coker	Phone: 754-321-0501

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
 5/11/2020, 9:12:27 AM

Approved In Open Board Meeting On: **MAY 19 2020**  
 By: *[Signature]*  
 School Board Chair

## EXECUTIVE SUMMARY

### Recommendation to Approve First Amendment and Renewal FY20-072 – Global Citizenship e-Classroom for Middle Students Around the World

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#### Introduction

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

This request is to approve the First Amendment and Renewal of the Agreement between Global Cities, Inc. and The School Board of Broward County, Florida (SBBC), that facilitates the program called Global Scholars which connects participating middle school students to other national and international students using internet-based educational activities, project-based learning, and other instructional strategies to develop students global citizenship while enhancing critical Twenty-First Century skills.

The agreement was approved by the School Board at the Regular School Board Meeting on June 25, 2019, under Item E-3 for one (1) year starting July 1, 2019 through June 30, 2020, with a renewal option for two (2) additional one (1) year periods.

The purpose of the amendment is to renew for an additional year, extending the contract through June 30, 2021.

There is no financial impact to the District.

#### Goods/Services Description

##### Responsible: Innovative Learning

Global Scholars delivers a blended learning delivery model, providing access to interactive, multimedia, online classroom, and original curriculum materials that enable students to learn and communicate about important global issues that have a local impact.

Successful implementation included subject content mastery, effective English language communication, and technology proficiency. In Broward, this program is offered as an elective, within a specific content area or as an afterschool club. In preparation for their facilitation role, teachers receive professional development through distance learning, support from the District, and the program provider as well as opportunities to connect to a worldwide network of educators.

The chart below details the District's participation in the Global Scholars program over the past four (4) years.

#### YEAR NUMBER OF SCHOOLS NUMBER OF STUDENTS TOPIC COVERED

Year	# Schools	# Students	Theme
2015 - 2016	4	235	Building Better Cities
2016 - 2017	16	825	Digital Cities Connect
2017 - 2018	21	994	Feeding Our Cities
2018 - 2019	22	1150	World of Water
2019 - 2020	25	1350	Nature and Our Cities

#### Procurement Method

Pursuant to Purchasing Policy 3320, Section II, N, a contract for commodities or contractual services may be awarded, without competitive solicitations, if state or federal law, a grant or a state or federal agency contract prescribes with whom The School Board must contract or if the rate of payment is established during the appropriations process.

#### Financial Impact

##### Responsible: PWS and Innovative Learning

There is no financial impact to the District



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2019-06-25 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	E. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

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

**ITEM No.:**  
E-3.

**TITLE:**  
Recommendation to Approve Agreement - FY20-072 - Global Citizenship e-Classroom for Middle Students Around the World

**REQUESTED ACTION:**  
Approve the recommendation for the above Agreement. Contract Term: July 1, 2019 through June 30, 2020, 1 Year with an option for two (2) additional one (1) Year Renewal Periods; User Department: Innovative Learning; Award Amount: None Awarded Vendor(s): Global Cities, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Global Cities, Inc. program called Global Scholars connects participating middle school students to other national and international students using internet-based educational activities, project-based learning, and other instructional strategies to develop student's global citizenship while enhancing critical Twenty-First Century skills.  
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: Continuous Improvement     
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Agreement

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Dr. Daryl Diamond	Phone: 754-321-2630
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: **JUN 25 2019**  
By: *Heather P. Brinkwood*  
School Board Chair

Signature  
*Maurice Woods*  
6/17/2019, 3:11:02 PM

**SBBC PARTICIPATION AGREEMENT for  
GLOBAL CITIES INC. PROGRAM**

**THIS AGREEMENT**, dated as of the 25<sup>th</sup> day of June, 2019 ("Agreement"), between The School Board of Broward County, Florida (the "SBBC"), having its principal office at 600 Southeast 3rd Avenue, Fort Lauderdale, FL 33301 and **GLOBAL CITIES INC.**, a Program of Bloomberg Philanthropies, ("Global Cities"), having its principal office at 1 Rockefeller Plaza, Suite 1134, New York, NY 10020.

**WHEREAS**, Global Cities is a non-profit organization that has developed "Global Scholars" (the "Program"), an international digital exchange program as described in this Agreement; and

**WHEREAS**, Global Cities intends to provide all curriculum materials, access to an Internet e-classroom platform and lesson plans required to implement the Program to district coordinators, participating students and teachers; and

**WHEREAS**, SBBC intends to provide any and all personnel, other services and expenses necessary to access and/or utilize the Program, as described in this Agreement; and

**WHEREAS**, Global Cities does not intend to charge any fee to the SBBC for providing the Program to the SBBC.

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

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **Term.** This Agreement shall commence on July 1, 2019 and terminate on June 30, 2020, unless terminated earlier as provided herein. The term of the Agreement may, by mutual agreement between SBBC and Global Cities be extended for two additional one-year periods.
3. **Scope of Agreement.**
  - a. Global Cities shall provide the SBBC with the following materials and services in connection with the Program: (i) coordination with international participants; (ii) training and educational support services; (iii) access to an Internet e-classroom platform; and (iv) curriculum and instructional materials (collectively, the "Materials" and/or "Services").
  - b. The SBBC shall be responsible for: (i) any and all costs related to its own personnel; (ii) any taxes, customs, fees, duties, or similar charges with respect to any materials provided to it in connection with the Program; and (iii) the provision of computer equipment and general Internet access required to implement the Program (other than the Materials and/or Services described in this Agreement). In addition, the SBBC shall provide suitable on-site space for the Program's activities, in order to participate throughout the curriculum

year and communicate with other participating sites.

- c. The detailed responsibilities of the Global Cities and SBBC are described in the attached **Attachment A**.

4. **Global Cities' Representations**, Global Cities represents and warrants that (a) Global Cities has the right and ability to provide the Materials and Services under this Agreement; (b) SBBC's use of the Materials and Services will not violate the rights of any third party; and (c) Global Cities has the authority to enter into this Agreement.

5. **SBBC's Representations**, SBBC represents and warrants that it has the authority to enter into this Agreement. SBBC further represents that it is fully accredited by the accreditation authority in the jurisdiction in which the Program will be provided. SBBC shall cause the principal of each Site to execute a letter indicating his or her desire fully to participate in the Program.

6. **SBBC Disclosure of Education Records**.

- a. Global Cities utilizes student information to establish user accounts, including creating passcodes for the e-classroom, joining students to the module topic and connecting students to their teachers. In addition, SBBC students inputting their work and activities in the "e-classroom" enables them to participate in the program.

- b. SBBC will provide Global Cities with the following education records for the purpose listed above:

- 1) Student first name and initial of last name
- 2) Username
- 3) School name
- 4) School address
- 5) Student work and activities conducted on Global Scholars program

- c. SBBC shall obtain and maintain the valid and effective written consent of a parent or legal guardian of each student who participates in the Program in the form attached hereto as **Attachment B**. Global Cities shall not post identifying student information to or on any website or e-classroom. Global Cities' use and other processing of personal data in connection with the Program shall be governed by the terms of the consent form in **Attachment B** and shall survive termination of this Agreement. In addition, Global Cities' use of personal data collected from information provided on its website ([www.globalcities.org](http://www.globalcities.org)) will be governed by the Global Cities privacy policy available at that site.

- d. The requirements of this section shall supersede any uses of student information as listed in Global Cities' privacy policies.

7. **Global Cities' Confidentiality of Education Records**.

- a. Notwithstanding any provision to the contrary within this Agreement, *Global Cities* shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](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 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. *Global Cities* shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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 shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

8. **SBBC Disclosure of Employee Information.**

- a. Global Cities will utilize employee's information to provision and de-provision access to Global Cities' systems, define user roles and permissions within Global Cities' systems.
- b. SBBC will provide the following employee information to Global Cities:
  - 1) First and last name
  - 2) SBBC business email address
  - 3) Name of school the teacher is assigned to
- c. Global Cities shall not: 1) use the employee records listed in this section for any purpose other than listed in this section, or 2) re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

9. **Ownership, Use of Materials and SBBC Contributions.**

- a. The SBBC acknowledges that Global Cities owns the Materials and all rights associated with them. All right, title and interest in and to the Materials, including without limitation, any copyright, shall remain with Global Cities.
- b. The SBBC is hereby granted a non-exclusive and non-transferable license to reproduce, display and perform the Materials solely in order to facilitate its

participation in the Program. Modifications or adaptations of the Materials may not be prepared by the SBBC in the absence of a separate, written license from Global Cities. Any use by SBBC of the Materials, in whole or in part, shall in no way affect Global Cities' ownership of and/or copyright in the Materials.

- c. Except as specifically provided elsewhere in this Agreement, the SBBC shall not knowingly permit anyone other than the SBBC's agents, employees and Program participants to use the Materials.
  - d. Except as specifically provided elsewhere in this Agreement, the SBBC may not reproduce, sell, resell, post, transmit or modify any of the Materials.
  - e. In no event shall the SBBC use the Materials or Services for commercial purposes, including but not limited to the sale of the Materials or bulk reproduction or distribution of the Materials in any form.
  - f. If Global Cities determines that SBBC's use of the Materials is, or may be, detrimental to Global Cities' interest, Global Cities may issue instructions to SBBC regarding the manner in which SBBC may continue to use the Materials. SBBC will promptly comply with such instructions, including but not limited to termination of such use of the Materials.
  - g. The parties agree that the SBBC may from time to time provide content or materials created by participating classes, teachers and students ("SBBC Contributions") to be used in connection with the Program, including for postings to the Internet e-classroom associated with the Program. All SBBC Contributions shall be subject to Global Cities' review and approval. Such SBBC Contributions also may be utilized in Global Cities' evaluative processes for the assessment of the Program's effectiveness and utility over time; and such information shall be evaluated on an aggregate basis. By posting any content or materials to the Internet e-classroom, the SBBC grants to Global Cities a non-exclusive license to reproduce, display, modify, distribute, transmit, perform and make derivative works from the SBBC Contributions in connection with the Program or other programs. SBBC further represents and warrants that it has the right to license the SBBC Contributions to Global Cities for these purposes.
10. **Limitations on Use of Materials and SBBC Contributions.** The Parties agree that the Materials and SBBC Contributions shall not be reproduced, displayed, used, performed, modified or adapted by the other party for any purposes except those described in this Agreement.
11. **Waiver.** The failure of a party to assert any of its rights under this Agreement shall not constitute a waiver of such rights. This subsection shall include the right to demand strict performance.
12. **Termination.** This Agreement may be terminated (i) for any reason by either parties upon thirty (30) days' written notice, (ii) in the event of a breach of this Agreement, immediately by the non-breaching party, (iii) upon mutual written agreement of the parties, and (iv) in accordance with any other provisions of this Agreement expressly



addressing termination

13. **Insurance.** Global Cities shall comply with the following insurance requirements throughout the terms of this Agreement: **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this contract.
14. **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 that would otherwise apply or of any rights or limits to liability, if any, 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.
15. **Indemnification.** Each party agrees to be fully responsible 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. 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.
16. **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 intends 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 contract.
17. **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.
18. **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.
19. **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.

20. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
21. **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, rights to use data, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
22. **Contract 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.
23. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, in performing its duties, responsibilities and obligations pursuant to this Agreement.
24. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
25. **Assignment.** Neither this Agreement nor any interest herein maybe 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.
26. **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.
27. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.
28. **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 express 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.

29. **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.
30. **Choice of Law and Venue.** This Agreement, including its validity, shall be governed by the laws of the United States of America and the State of New York, as those laws would apply to a contract between New York residents that is performed entirely in New York. The parties also agree that any dispute between them regarding this Agreement or the Global Scholars program shall be brought in the federal or state courts located in New York County, and in no other court or location.
31. **Entire Agreement.** This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, Global Cities and SBBC have executed this Agreement as of the date appearing below.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]**

**FOR SBBC**

(Corporate Seal)

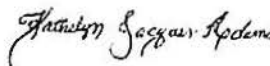
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Heather P. Brinkworth, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn  
Jacques-Adams, Esq. -  
kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Global Cities Inc.  
Date: 2019.06.17 10:01:26 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

FOR GLOBAL CITIES INC.

Margaret Louis  
Signature

By: Margaret Louis  
Title: VP  
Date: June 13, 2019

STATE OF New York  
COUNTY OF Dutchess

The foregoing instrument was acknowledged before me this 19 day of June, 2019 by Janet Gerena Margaret Louis  
Name of Person  
Global Cities, Inc, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced New York State Driver Lic as 218 686411  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Janet Gerena  
Signature Notary Public

(SEAL)

Janet Gerena  
Printed Name of Notary

11/21/2022  
Notary's Commission No.

Janet Gerena  
Notary Public, State of New York  
No. 01GE6223275  
Qualified in Dutchess County  
Commission Expires 11/21/2022

## ATTACHMENT A

### PARTNERSHIP RESPONSIBILITIES

#### **Global Cities will provide to Sites:**

1. 2019/20 curriculum tentatively entitled "Nature and Our Cities" with ready-to-use lesson plans and materials for students (materials are in English as the Program is conducted in English; no translations will be provided).
2. Access to a security pass-coded for-participants-only Global Scholars e-classroom with user IDs assigned for participating teachers, authorized staff and students.
3. Training and ongoing support on the curriculum and technology throughout the curriculum year.
4. Daily coordination of the international participation of all Sites in the Global Scholars program and overall management/updates to the program.

#### **Sites are required to provide the following to implement the Global Scholars curriculum:**

1. Minimum of two (2) hours in class each week for students to complete unit activities and digital projects.
2. Global Scholars curriculum to be led by a designated educator or staff.
3. Participation in five (5) mandatory teacher professional development sessions, one (1) per unit (each approximately 60-90 minutes in length) with educators from around the world, conducted by the Global Cities staff via web-based technology or tele-conferencing; each session will be offered at several different times during reasonable hours (taking into consideration time zone differences) on different days.
4. Completion of pre and post-program educator and student surveys per year.
5. Participation in two (2) in-person educator "reflection" sessions per year to provide feedback on the Global Scholars program.
6. TECH REQUIREMENTS:
  - (a) Access to a computer lab or classroom set of computers with a minimum of one (1) computer for every two (2) students.
  - (b) Computers with working broadband Internet connections on a system supported by Haiku.

## 2019-20 Curriculum: Nature and Our Cities



More people live in cities today than ever before. As urban areas expand, their needs increase as well—for energy, transportation, housing, waste disposal, and other services. However, the actions city leaders and residents take to support public health and infrastructure sometimes create new challenges for local and global ecosystems. Through the 2019-20 Global Scholars curriculum, students investigate the impacts of urbanization and develop solutions that improve the lives of people in cities while protecting the natural environment and biodiversity worldwide.

There are no fees to participate.  
For more information, visit [www.globalcities.org](http://www.globalcities.org).



### Unit 1: Introduction to Global Scholars

Students are oriented to the Global Scholars e-classroom and begin to develop the global and digital citizenship skills they will use throughout the year. They write their first discussion posts to meet their international peers and discuss their favorite nature-related activities. They create videos to introduce their school, city, and what it means to be a Global Scholar.



### Unit 2: Nature in Our Lives

Students investigate their personal relationship with the environment around them. They observe local flora, fauna, and landscapes, analyze how nature influences their daily lives, cultures, and health, and compare perspectives with international peers. Students map their community and propose how they can contribute to preserving and expanding access to natural spaces.



### Unit 3: Building Sustainable Cities

Students analyze the importance of nature to city infrastructure and public health, and the impacts of urbanization on local environments. They discover how cities around the world are creating nature-based solutions to urban problems, from green roofs that cool buildings and filter air to compost systems that reduce waste. Students design green spaces that benefit both their neighborhoods and local ecosystems.



### Unit 4: Our Natural World

Students examine how biodiversity and ecosystems worldwide benefit people. They learn how the growth of individual cities contributes to global environmental challenges such as climate change, deforestation, and pollution, and how these in turn affect biodiversity and human lives across the globe. Students conduct surveys to identify the issues of greatest importance in their communities and recommend local solutions.



### Unit 5: Community Action Project

Students design, implement, and document projects to protect the natural environment in their cities by conserving natural spaces, promoting biodiversity, and reducing pollution. Together with their classmates, they look to cities around the world for inspiration as they create solutions within their local communities.

## What Is Global Scholars?

Global Scholars is an international digital exchange program connecting students ages 10 to 13 in cities around the world. Guided by their teachers, students participate in a project-based curriculum and engage with international peers in an e-classroom. The program supports the nine student learning outcomes developed by Global Cities, Inc., which together define global competency for K-12 students. These include global learning outcomes (appreciation for diversity, cultural understanding, global knowledge, and global engagement), and general learning outcomes that support global learning and growth across academic subjects (digital literacy, language communication, self-efficacy, academic engagement, and critical thinking).

Global Scholars is operated by Global Cities, Inc., which provides the curriculum, access to the password-protected e-classroom, and year-long professional development. The program is conducted in English. Schools provide at least one computer or tablet with a reliable Internet connection for every two students, two hours per week for program activities, and an enthusiastic educator to lead activities and participate in required professional development.

Global Scholars is sponsored by Global Cities, Inc.  
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## ATTACHMENT B

### FORM OF PARENTAL CONSENT

#### PARENTAL CONSENT FOR STUDENT'S PARTICIPATION IN GLOBAL SCHOLARS PROGRAM

I am the parent/legal guardian of \_\_\_\_\_ ("my Child").

I hereby consent to my Child's participation in GLOBAL SCHOLARS, an enrichment program that allows an online platform. My Child will be engaged in learning about new cities, countries and culture while strengthening his/her skills in technology, online communication in and understanding different global perspectives. My Child will spend approximately 2 hours each week in a secure, online, password protected e-classroom environment. My Child will communicate online with students ages 10-14, who are from approximately 50 large cities on five continents. He/she will write/respond to posts, create videos, and use technology to complete assignments by collaborating with other students around the world. My Child's teacher as well as the Global Cities Inc. staff will monitor students' discussion posts, projects and all other activities related to the Global Scholars curriculum and e-classroom on a regular basis.

I hereby consent to The School Board of Broward County, Florida disclosing limited personal data concerning my child to Global Cities, Inc. for the purpose of allowing Global Cities, Inc. to collect, store, and transfer to other participating schools such information, which includes my child's first name and initial of their last name, username, and school name and address, and his/her work and activities conducted on the GLOBAL SCHOLARS Internet-based "e-classroom," to enable my Child to participate in the GLOBAL SCHOLARS program. I understand that my Child's limited personal data, as described above, may be transferred to and processed in the United States of America and other countries that may have lower standards of privacy protections than my own country, and I expressly consent to such transfers and processing. Without limiting the foregoing, I grant permission for SBBC to provide Global Cities, Inc. with my child's first name, initial of their last name, school name, and school address to create passcodes for the e-classroom.

Global Cities and third parties working on behalf of Global Cities collect personal information from and about visitors to the Global Cities and Global Scholars sites pursuant to the terms and policies applicable to those sites. I understand that Global Cities is not responsible for any personal information my child may provide while visiting third-party websites. Any such personal information that my child may provide to third-party websites is governed by those sites' privacy policies, and not Global Cities' policies.

I understand that Global Cities, Inc. will not sell or disclose any personal data concerning my Child to any third party (other than to Global Cities, Inc.'s agents or as otherwise required by applicable law), but that it may include non-identifying information about my Child's participation in GLOBAL SCHOLARS in an aggregated, anonymous form concerning the program's effectiveness, and may provide such information to third parties.



I hereby consent to my Child's participation in the GLOBAL SCHOLARS activities, including online research and other project activities that may involve the use of quotes and/or discussion postings on the discussion board or e-classroom. I understand my child is not required to include their photograph or video to participate in GLOBAL SCHOLARS activities, however if my child does post their photograph or video, I hereby grant Global Cities, Inc. and its agents the right to edit, use, publicly display or reuse such quotes, photographs, or videos of my Child for non-profit purposes.

I hereby release Global Cities, Inc., its employees, officers, directors, parents, affiliates, agents, and Global Cities from any claims, demands, and liabilities whatsoever in connection with the above.

I understand that additional permission is required for parties outside of the Global Scholars community to be able to see my Child's work and for Global Cities Inc., to use such information in Global Scholars' promotional materials.

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

*Please print*

# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 19<sup>th</sup> day of May, 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

**GLOBAL CITIES INC.,**  
(hereinafter referred to as "Global Cities"),  
having its principal office at  
1 Rockefeller Plaza, Suite 1134, New York, NY 10020

**WHEREAS**, Global Cities, through its Global Scholars program, connects participating middle school students to other national and international students using internet-based educational activities, project-based learning, and other instructional strategies to develop students' global citizenship while enhancing critical Twenty-First Century skills (the "Program"); and

**WHEREAS**, SBBC and Global Cities entered into an Agreement dated June 25, 2019, ("Agreement") to implement the Program. The Agreement commenced on July 1, 2019, and concludes on June 30, 2020; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment").

**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:

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

1.02 **Term of Agreement.** Pursuant to Section 2 of the Agreement, the term of the Agreement is hereby extended through June 30, 2021, unless terminated earlier pursuant to Section 12 of the Agreement.

1.03 **Amended Provisions.** Attachment A is hereby revised to include the 2020/2021 Curriculum.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents will take precedence in this order:

- a) First: This First Amendment to Agreement; then
- b) Second: The Agreement; then

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

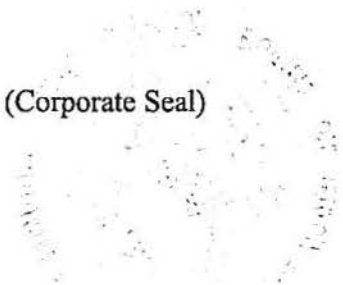
1.06 **Authority.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

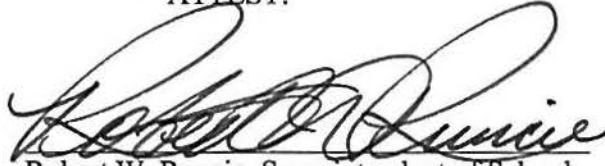
**FOR SBBC:**

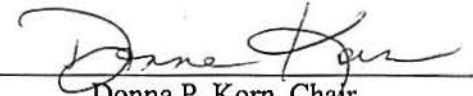
(Corporate Seal)



THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Maya A.  
Moore  
Reason: Gobal Cities, Inc. First  
Amendment  
Date: 2020.05.06 14:49:48 -04'00'

Office of the General Counsel

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

FOR GLOBAL CITIES:

(Corporate Seal)

ATTEST:

GLOBAL CITIES INC.

By Margaret Louis  
Signature

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

Printed Name: MARGARET LOUIS

Title: V.P.

Robert J. Dan  
-or-  
Witness

Daniel S. Arch M.D.  
Witness

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this MAY 6, 2020 (date) by Margaret Louis (name of officer or agent, title of officer or agent) of Global Cities, Inc. (name of corporation acknowledging), a NEW YORK (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced In-person known to me (type of identification) as identification and who  did/ did not first take an oath this 6<sup>th</sup> day of May, 2020.

My Commission Expires:

3/4/2022

Alex Kalajian  
Signature - Notary Public

ALEX KALAJIAN  
Notary's Printed Name

(SEAL) ALEX H. KALAJIAN  
Notary Public, State of New York  
No. 01KA5056565  
Qualified in Bronx County  
Commission Expires March 4, 2020  
2022

01KA5056565  
Notary's Commission No.

## ATTACHMENT A

### PARTNERSHIP RESPONSIBILITIES

#### **Global Cities will provide to Sites:**

1. 2019/20 curriculum tentatively entitled "Nature and Our Cities" with ready-to-use lesson plans and materials for students (materials are in English as the Program is conducted in English; no translations will be provided).
2. 2020/21 curriculum entitled "Resourceful Cities" with ready-to-use lesson plans and materials for students (materials are in English as the Program is conducted in English; no translations will be provided).
3. Access to a security pass-coded for-participants-only Global Scholars e-classroom with user IDs assigned for participating teachers, authorized staff and students.
4. Training and ongoing support on the curriculum and technology throughout the curriculum year.
5. Daily coordination of the international participation of all Sites in the Global Scholars program and overall management/updates to the program.

#### **Sites are required to provide the following to implement the Global Scholars curriculum:**

1. Minimum of two (2) hours in class each week for students to complete unit activities and digital projects.
2. Global Scholars curriculum to be led by a designated educator or staff.
3. Participation in five (5) mandatory teacher professional development sessions, one (1) per unit (each approximately 60-90 minutes in length) with educators from around the world, conducted by the Global Cities staff via web-based technology or tele-conferencing; each session will be offered at several different times during reasonable hours (taking into consideration time zone differences) on different days.
4. Completion of pre and post-program educator and student surveys per year.
5. Participation in two (2) in-person educator "reflection" sessions per year to provide feedback on the Global Scholars program.
6. TECH REQUIREMENTS:
  - (a) Access to a computer lab or classroom set of computers with a minimum of one (1) computer for every two (2) students.
  - (b) Computers with working broadband Internet connections on a system supported by Haiku.

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## 2019-20 Curriculum: Nature and Our Cities



More people live in cities today than ever before. As urban areas expand, their needs increase as well—for energy, transportation, housing, waste disposal, and other services. However, the actions city leaders and residents take to support public health and infrastructure sometimes create new challenges for local and global ecosystems. Through the 2019-20 Global Scholars curriculum, students investigate the impacts of urbanization and develop solutions that improve the lives of people in cities while protecting the natural environment and biodiversity worldwide.

There are no fees to participate.  
For more information, visit [www.globalcities.org](http://www.globalcities.org).

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### Unit 1: Introduction to Global Scholars

Students are oriented to the Global Scholars e-classroom and begin to develop the global and digital citizenship skills they will use throughout the year. They write their first discussion posts to meet their international peers and discuss their favorite nature-related activities. They create videos to introduce their school, city, and what it means to be a Global Scholar.



### Unit 2: Nature in Our Lives

Students investigate their personal relationship with the environment around them. They observe local flora, fauna, and landscapes, analyze how nature influences their daily lives, cultures, and health, and compare perspectives with international peers. Students map their community and propose how they can contribute to preserving and expanding access to natural spaces.



### Unit 3: Building Sustainable Cities

Students analyze the importance of nature to city infrastructure and public health, and the impacts of urbanization on local environments. They discover how cities around the world are creating nature-based solutions to urban problems, from green roofs that cool buildings and filter air to compost systems that reduce waste. Students design green spaces that benefit both their neighborhoods and local ecosystems.



### Unit 4: Our Natural World

Students examine how biodiversity and ecosystems worldwide benefit people. They learn how the growth of individual cities contributes to global environmental challenges such as climate change, deforestation, and pollution, and how these in turn affect biodiversity and human lives across the globe. Students conduct surveys to identify the issues of greatest importance in their communities and recommend local solutions.



### Unit 5: Community Action Project

Students design, implement, and document projects to protect the natural environment in their cities by conserving natural spaces, promoting biodiversity, and reducing pollution. Together with their classmates, they look to cities around the world for inspiration as they create solutions within their local communities.

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## What Is Global Scholars?

Global Scholars is an international digital exchange program connecting students ages 10 to 13 in cities around the world. Guided by their teachers, students participate in a project-based curriculum and engage with international peers in an e-classroom. The program supports the nine student learning outcomes developed by Global Cities, Inc., which together define global competency for K-12 students. These include global learning outcomes (appreciation for diversity, cultural understanding, global knowledge, and global engagement), and general learning outcomes that support global learning and growth across academic subjects (digital literacy, language communication, self-efficacy, academic engagement, and critical thinking).

Global Scholars is operated by Global Cities, Inc., which provides the curriculum, access to the password-protected e-classroom, and year-long professional development. The program is conducted in English. Schools provide at least one computer or tablet with a reliable Internet connection for every two students, two hours per week for program activities, and an enthusiastic educator to lead activities and participate in required professional development.

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**globalcities** inc.  
CREATING A BETTER WORLD TOGETHER

## 2020-21 Curriculum: Resourceful Cities



Through the Global Scholars curriculum and online communication with international peers, students learn how to solve a global problem. In 2020-21, students investigate the local and global impacts of consumption. With more people living in cities each year, urban populations consume an increasing amount of food, water, energy, and other resources. This increased demand depletes natural resources faster than Earth can renew them. Many products are designed for a single use, adding to waste disposal challenges. Students design local solutions that make production, delivery, and disposal systems more sustainable and improve the lives of people in cities worldwide.

There are no fees to participate. For more information, visit [www.globalcities.org](http://www.globalcities.org).



### Unit 1: Introduction to Global Scholars

Students are oriented to the Global Scholars e-classroom and begin to develop the global and digital citizenship skills they will use throughout the year. They write their first discussion posts, reply to their international peers, exchange perspectives, and learn online communication etiquette. They create videos to introduce their school, city, and what it means to be a Global Scholar.



### Unit 2: Everyday Consumption

Students document their personal consumption habits and analyze how availability and culture affect their choices. They evaluate whether products are sustainably made, used, and disposed of in their communities. Students identify consumption solutions that meet the needs of their local culture and environment. They conduct a school audit to learn how people in their school consume resources and create a photojournal to share findings and recommend improvements.



### Unit 3: Sustainable City Connections

Students examine the systems cities use to produce and deliver resources, such as transportation and electrical grids, and their impact on public health, ecosystems, and economy. They learn how urbanization creates opportunities for sustainable systems and research local initiatives to better manage production, consumption, and waste. Students design a map to connect community members to sustainable local systems and recommend new opportunities such as bike delivery systems.



### Unit 4: Sharing Global Resources

Students analyze the impact of globalization on consumption, people, and the environment. They reflect on the benefits and challenges of global trade and how it influences production, delivery, and waste management systems. They learn what people can do to contribute to the sustainability of these systems and mitigate consequences such as climate change. Students conduct surveys to identify the most important consumption issues in their communities and recommend local solutions.



### Unit 5: Community Action Project

Students design, implement, and document projects to promote responsible consumption in their cities. They may redesign products to limit or eliminate waste, build a school compost system, or create a makerspace to repair and repurpose commonly discarded items. They collaborate with peers in cities around the world as they create solutions with their classmates in their local communities.

## What is Global Scholars?

Global Scholars is a digital exchange program that connects students ages 10 to 13 in cities around the world. Guided by their teachers, students participate in a project-based curriculum and engage with international peers in an e-classroom. The curriculum advances nine student learning outcomes developed by Global Cities, Inc., which are designed to prepare students to be globally-competent adults. These include four global learning outcomes (appreciation for diversity, cultural understanding, global knowledge, and global engagement) and five general learning outcomes that support growth across academic subjects (digital literacy, language communication, self-efficacy, academic engagement, and critical thinking).

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