

4 April, 2022

Dr. James Evans
Kentucky Education Development Corporation
118 James Court, Suite 60
Lexington, KY 40505

Re: Contract – 2022 Field Experience and Conference for ACHIEVE Program

Dear Dr. Evans:

The National Council for History Education (NCHE) is pleased to partner with the Kentucky Educational Development Corporation (KEDC) to provide the on-site historical field academies as outlined in your Project A.C.H.I.E.V.E grant proposal. This contract outlines an understanding and agreement between NCHE and KEDC regarding the professional services to be provided by NCHE for KEDC's 2022 Experiential Immersion Presidential Academy to Williamsburg (the "Field Academy") and for a colloquium on the theme of Creating and Defining a Nation (1619-1783) (the "Colloquium.")

Scope of Program

The Field Academy will be available for up to 18 teachers from KEDC's A.C.H.I.E.V.E grant program. The Field Academy will occur on-site at various historic locations in Williamsburg, VA. In accordance with the grant proposal, the theme for the Field Academy will be Creating and Defining a Nation (1619-1783.) Topics will include Colonization, Immigration, Seeds of Liberty, and Characterization.

This Field Academy will include a variety of experiences including: interactive lectures by scholars, visits to Colonial Williamsburg, Jamestown, Yorktown, and Monticello.

As outlined in the grant approved by the Department of Education, NCHE will also plan and present a three day history colloquium, for up to 50 teachers, followed by two facilitated teacher work days. NCHE will recruit and pay a leadership team consisting of an historian, a master classroom history teacher, and a specialist in history education. The NCHE team will be composed of professionals who are best suited to convey the best practices of history education. The team will meet before the colloquium to plan a cohesive agenda that will deepen teachers' content knowledge of United States history and demonstrate best practices through which to convey that history to students.

Dates of Field Academies and Colloquium

The Colloquium will be for a period of 5 days and shall occur on June 13-17, 2022. The Field Academy will be for a period of 5 days/4 nights and shall occur on July 10-15, 2022.

KEDC Responsibilities

For the Field Academy, it is our mutual understanding that KEDC will be responsible for the following:

- Provide a coordinator from KEDC to travel with the teachers, serve as a facilitator for them, and coordinate and cooperate with NCHE's on-site coordinator;
- Recruit up to a maximum of 18 teacher participants for the Field Academy, and communicate with participants regarding logistics;
- Arrange for all participants to complete a Registration Form, Participant Agreement and

Participant Release of Liability (the "Participant Documents") prior to participating in the Field Academy. KEDC shall return to NCHE completed Participant Documents for each participant at least 30 days prior to the start of the Field Academy;

- Pay to NCHE a total fee in the amount of \$37,915 for the services to be provided by NCHE related to the Field Academy (the "Fee"). Understanding the need for advance planning and booking, KEDC will pay installments of \$8000 on April 15th and May 15th. The remaining Fee shall be paid-in-full to NCHE no later than 5 days after the end of the field academy.

For the Colloquium, it is our mutual understanding that KEDC will be responsible for the following:

- Provide a coordinator to facilitate local arrangements;
- Provide stipend or released time for the participating teachers for all days of the colloquium;
- Secure A-V equipped classroom space for the colloquium;
- Arrange for all participants to complete a Registration Form, Participant Agreement and Participant Release of Liability (the "Participant Documents") prior to participating in the Field Academy. KEDC shall return to NCHE completed Participant Documents for each participant at least 30 days prior to the start of the Field Academy;
- Pay to NCHE a total fee in the amount of \$24,035 for the services to be provided by NCHE related to the Field Academy (the "Fee"). Understanding the need for advance planning and booking, KEDC will pay installments of \$6000 on April 15th and May 15th. The remaining Fee shall be paid-in-full to NCHE no later than 5 days after the end of the colloquium.

NCHE Responsibilities

For the Field Academy, it is our mutual understanding that NCHE will be responsible for the following:

- Plan the Field Academy activities. (See attached proposed Itinerary). The attached Itinerary is tentative and subject to change;
- Recruit and pay any required fees for professional scholars, tour guides, and/or experts for the Field Academy;
- Procure and pay for all required museum admissions listed on the Itinerary;
- Appoint and pay all compensation and fees for NCHE staff to facilitate all arrangements for the Field Academy in Williamsburg, Virginia. Staff will coordinate and cooperate with your coordinator;
- Arrange and book hotel rooms for participants for 4 nights and pay all nightly rates and fees. NCHE shall book double occupancy hotel rooms for up to 18 teachers as well as the KEDC Coordinator;
- Arrange and pay for all scheduled meals for participants as shown on the Itinerary attached;
- Arrange and pay for round trip tour bus transportation for Field Academy participants to Williamsburg, VA, and originating from either Lexington, Kentucky or Ashland, Kentucky. The attached Itinerary lists the number of tour buses to be reserved;
- Pay for all time and travel expenses for the NCHE staff support at Monticello;
- Coordinate with KEDC representatives to finalize the Itinerary and related agendas for the Field Academy, as well as addressing any other planning or logistical matters.

For the Colloquium, it is our mutual understanding that NCHE will be responsible for the following:

- Assemble and pay a 3-member Leadership Team (academic historian, master classroom history teacher, and specialist in history education) specifically chosen to address the colloquium topic;
- Appoint and pay an NCHE Project Manager and an On-site Coordinator for the colloquium who will work with your coordinator;
- Arrange for the planning of the colloquium;
- Develop presentations within the three day meeting agenda specifically crafted to address the topic, while, at the same time, trying to address as many of the needs and desires your coordinator may have raised about the topic;
- Hold online meetings for agenda fine-tuning, produce handouts and materials, and purchase publications for participants;
- Pay to ship materials to the colloquium site;
- Lead participants through the planned agenda;
- Arrange and pay for refreshments and lunches for participants on the colloquium days;
- Pay time and travel expenses for the Leadership Team to, during, and from the colloquium;
- Provide phone, email, and postage for planning and follow-up activities;
- Provide one annual NCHE membership for each participant;

Cancellation of Field Academies or Colloquium

NCHE will make reasonable efforts to keep the finalized Itineraries as they have been published; however, the Itineraries may vary or change due to availability and factors beyond NCHE's control. NCHE may in its sole discretion substitute services such as hotels for any service stated in the Itineraries. NCHE will provide KEDC appropriate written notification of any such modifications or substitutions.

NCHE reserves the right to cancel the Field Academies and Colloquium because of inadequate enrollment of student or teacher participants or because of concerns relating to the safety, health or welfare of participants and NCHE staff. In the event the Field Academies or Colloquium are canceled for any such reasons, NCHE will make reasonable efforts to offer a similar alternative program on such dates and times as mutually agreed to by NCHE and KEDC. If the Field Academies or Colloquium are canceled, NCHE's liability is limited to a full refund of the Fee paid by KEDC, less the amount of any non-refundable fees or expenses paid by NCHE for the Field Academies or Colloquium, and NCHE will not be liable for any other costs, damages or refunds of any kind for any loss, delay, inconvenience, disappointment or expense whatsoever in such circumstances. If a Field Academy or Colloquium is in progress and must be interrupted or canceled, NCHE's liability shall be strictly limited to refund of a pro rata amount of the Fee equal to the amount of recoverable expenses or fees for any unused portion of the Field Academy or Colloquium.

If KEDC cancels a Field Academy or Colloquium for any reason, KEDC shall only be entitled to recover a pro rata amount of the Fee equal to the amount of recoverable expenses or fees incurred by NCHE for the Field Academy or Colloquium.

Responsibility; Limitation of Liability

NCHE, its officers, directors, agents and employees (the "NCHE Parties") does not own or operate any entity which is to, or does, provide goods or services for the Field Academy including, without limitation, arrangements for or ownership or control over hotels or other lodging facilities, airline, bus, train or other transportation companies or agencies, local ground operators, guides, providers or

organizers of optional excursions, restaurants or food service providers, or entertainment providers (the "Service Providers"). All such Service Providers are third-party contractors and are solely responsible and liable for the respective services or goods that they provide. The NCHE Parties assume no responsibility or liability for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any act or omission of any Service Provider.

The NCHE Parties further assume no responsibility for any personal injury, property damage or other loss, accident, delay, inconvenience or irregularity which may be occasioned by reason of any matter beyond the NCHE Parties' exclusive control, including, but not limited to, acts of God, acts of government, war, terrorist acts or threatened terrorist acts, riots or civil unrest, natural or man-made disaster, pandemics, epidemics or the threat thereof, weather extremes, force majeure, strikes or labor activities, overbooking or downgrading of accommodations, structural or other defective conditions in lodging facilities (including any heating, plumbing, electrical or mechanical problem therein), mechanical or other failure of means of transportation, lack of access to or quality of medical care, food poisoning, or any other cause beyond the direct control of NCHE. The NCHE Parties have no special knowledge regarding the financial condition of the Service Providers, unsafe conditions, health hazards, weather hazards or climate extremes at locations to which Field Academy participants may travel. KEDC understands that health care standards, facilities and services abroad may be different or even inadequate for treating health conditions.

Governing Law

NCHE and KEDC agree that this Contract and the parties' agreement hereunder shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of laws principles.

Entire Agreement; Modifications

This Contract, including any finalized Itinerary signed by the parties hereunder, sets forth the entire agreement between NCHE and KEDC with respect to the subject matter contained herein and fully supersedes any and all prior or agreements or understandings between the parties pertaining to such subject matter. No modification, amendment or waiver of any of the provisions of this Contract shall be effective unless in writing signed by authorized representatives of NCHE and KEDC.


Counterparts

This Contract may be executed by NCHE and KEDC in counterparts and by facsimile or electronic document, and each shall be deemed an original, but all together shall constitute one Contract.

Signatures


If you concur and agree with the terms and conditions of this Contract, please indicate your agreement by signing on the appropriate line below. It will be a pleasure to work with KEDC on Immersive Field Academies and a Colloquium in 2022.

By signing below, I agree to the above terms and conditions of this Contract.



Grace Leatherman
Executive Director
National Council for History Education, Inc.

Date 4/4/2022

DocuSigned by:


78960CBE60BD422...
Dr. James Evans
Kentucky Educational Development Corporation
118 James Court, Suite 60
Lexington, KY 40505

Date 4/5/2022

Williamsburg Field Academy

| | For 18 Participants |
|---|----------------------------|
| | |
| Transportation (Bus, parking, driver tip, driver hotel) | 7603 |
| Williamsburg Package | \$23,292.00 |
| | \$0.00 |
| Excursion Coordinator (Honoraria, travel) | \$576.00 |
| Monticello Excursion | \$1,044.00 |
| NCHE Planning and Associated Costs | \$5,400.00 |
| Total | \$37,915.00 |

Colloquium Budget

| | For 50 Participants |
|--|--------------------------------|
| Catering | \$4,335.00 |
| Personel (historian/educator/staff honoraria, salaries, food, lodging, travel etc) | \$9,800.00 |
| Memberships | \$2,500.00 |
| Books and Materials | \$1,500.00 |
| NCHE Planning and Associated Costs | \$5,900.00 |
| Total | \$24,035.00 |

A Multifaceted American Heritage: Colonization, Conflict, and Compromise (1607-1781)

An Inquiry-Based Field Study Created for KEDC's ACHIEVE Program by the National Council for History Education, in cooperation with Colonial Williamsburg

July 10-15, 2022

KEDC Coordinator: Kay Hedrick, Educational Design Coordinator, KEDC

Field Experience Coordinator: Sarah Drake Brown, Associate Director,

Onsite Coordinator: NCHE Colonial Williamsburg Staff and NCHE Staff (Monticello)

Description and Compelling Questions

During this course, participants will examine how the concept of an American identity began and continues to evolve and transform with each new generation of Americans. Through inquiry-based analysis of primary sources while exploring throughout the Colonial Williamsburg Historic Area, teachers examine how that identity influenced citizens to shape and change the Republic.

- How does American society mediate conflict and consensus amongst various cultures?
- What were the rights, roles, responsibilities, influence, and agency of the different populations living in colonial Virginia? • How have the ideas of freedom and national identity changed over time in America?
- Why is it important that a variety of cultures have contributed to the developing American heritage?

Travel Day and Welcome Dinner

**Sunday
July 10**

Depart approximately 7 AM
Travel by bus from Kentucky to Williamsburg, VA
Arrival and check in at Woodlands Hotel (approximately 4-7 PM)
Welcome dinner and orientation (approximately 7 PM)

Monday
July 11

Introduction to 17th Century Virginia: Jamestown

Explore Historic Jamestown
Guided Tour of Jamestown Settlement
Explore Jamestown Settlement
Teacher Collaboration Classroom

- What is/was the purpose of establishing colonies?
- As the Jamestown colony expanded, how did the diversity of the populace both contribute to success and lead to conflict?
- Why was Jamestown successful when other North American colonization attempts failed?

Meals included.

Draft 3/9/2022

Tuesday
July 12

Introduction to 18th Century Virginia

18th Century Agriculture
American Indian Experience
Trades Tour Experience
Meet a Person of the Past: An Enslaved Virginian
Self-Guided Exploration in the Historic Area
Freedom's Paradox Tour
Introduction to Rights and Controversies Debate

- Who were the colonists on the eve of the American Revolution and what elements shaped their perspectives regarding being subjects and citizens?
- How do we know what we know about people who lived in the past?
- How were colonial Virginians connected to the global economy?

Meals included.

The World Turned Upside Down

**Wednesday
July 13**

Rights and Controversies Debate at Capitol
18th Century Associations and Protests
Committees of Correspondence
Yorktown: Museum of the American Revolution
Bus Tour of Yorktown Battlefield

- What key events led to the American Revolution and how did they impact the nation as a whole?
- What factors did Virginians consider when making their choices regarding independence from Great Britain?
- What is the significance of the outcome at Yorktown for people living in the newly defined United States? How is freedom defined and valued by the different groups in America?

Meals included.

Draft 3/9/2022

Revolution to New Republic

Thursday
July 14

Evolution of Slavery in the Antebellum South Walking Tour
Challenges of the 19th Century
Meet a Person of the Past: Jenny Joseph
Reflections and Wrap Up

- How is freedom defined and valued by the different groups in America?
- How has the meaning of “American” evolved over time?

Meals included.

Friday

Monticello and the Legacy of Jefferson and His Family

July 15

Check out of hotel
Depart from Williamsburg and travel to Monticello (approx. 2 hours)
Guided tour of Monticello and grounds
Return to Kentucky

- How can we help our students consider the complex and difficult history of Jefferson and Monticello with respect to race, slavery, and freedom?

Breakfast at hotel prior to check out
Lunch at restaurant near Monticello