

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 RENAISSANCE Program

Dear Dr. Evans:

The National Council for History Education (NCHE) is pleased to partner with the Kentucky Educational Development Corporation (KEDC) and to provide the on-site historical field academies as outlined in your Project RENAISSANCE 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 Arts Academy to Washington D.C. (the "Field Academy,") and for a colloquium on the topic Ancient Arts to the Renaissance (the "Colloquium.")

**Scope of Program**

The Field Academy will be available for up to 50 teachers from KEDC's RENAISSANCE grant program. The Field Academy will occur on-site at various historical locations in the Washington D.C. metropolitan area. In accordance with the grant proposal, the theme for the Field Academy will be "Ancient Art Through the Renaissance."

This Field Academy includes a variety of such experiences as: interactive lectures by scholars, visits to the National Museum of Asian Art, the National Museum of African American History and Culture, the National Portrait Gallery, National Gallery of Art, and the National Museum of Women in the Arts.

As outlined in the grant approved by the Department of Education, NCHE will also plan and present a three day history colloquium, with two subsequent guided work days, for up to 50 teachers. 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 art 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 Teacher Field Academy will be for a period of 4 days/3 nights and shall occur on July 5th-8th, 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 50 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 \$58,252 for the services to be provided by NCHE related to the Field Academy (the "Fee"). KEDC will pay NCHE installments of \$15,000 on April 15th and May 15th, with the balance paid within ten days after the event.

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 \$31,640 for the services to be provided by NCHE related to the Colloquium (the "Fee"). Understanding that advanced planning must take place, KEDC will pay NCHE installments of \$7500 on April 15th and May 15th, with the balance paid within ten days after the event.

### **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 both an NCHE Project Manager and an On-site Coordinator to facilitate all on-site arrangements for the Field Academy in Washington, D.C.. Both individuals will coordinate and cooperate with your coordinator;
- Arrange and book hotel rooms for participants for 3 nights and pay all nightly rates and fees. NCHE shall book double occupancy hotel rooms for up to 50 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 Washington DC, 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 On-site Coordinator to, during, and from the Field Academy;
- 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, which will include three days of instructions and two days of teacher work time;
- 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;
- Facilitate a two day teacher work session following the colloquium;
- 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.**

 \_\_\_\_\_ Date 4/4/2022  
Grace Leatherman  
Executive Director  
National Council for History Education, Inc.

DocuSigned by:  
 \_\_\_\_\_ Date 4/5/2022  
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Dr. James Evans  
Kentucky Educational Development Corporation  
118 James Court, Suite 60  
Lexington, KY 40505

**Washington DC Field Academy Budget**

	<b>For 50 Participants</b>
Transportation (Bus, parking, driver tip, driver hotel)	\$8,481.00
Hotel x 3 nights (double occupancy, incl. KEDC staff)	\$16,946.00
Food x 4 days (incl 1 KEDC staff)	\$7,140.00
Scholar and Event Coordinator honoraria, travel, lodging, food, etc.	\$14,475.00
Arts Excursion	\$1,500.00
NCHE Planning and Associated Costs	\$9,700.00
<b>Total</b>	<b>\$58,242.00</b>

**Renaissance Colloquium, July 13-17**

Catering	\$4,195.00
Personel (historian/educator/staff honoraria, salaries, food, lodging, travel etc)	\$17,545.00
Memberships	\$2,500.00
Books and Materials	\$1,500.00
NCHE Planning and Associated Costs	\$5,900.00
<b>Total</b>	<b>\$31,640.00</b>

# The Arts in the World

An Inquiry-Based Field Study Created for KEDC's  
RENAISSANCE Program by the National Council for  
History Education

July 5-8, 2022

**Historian:** To be determined

**KEDC Leader:**

Wendy King, Educational Design Coordinator, KEDC

**Field Study Coordinator:**

Sarah Drake Brown, Associate Director, NCHE

**On-Site Coordination:**

Dalton Savage, Program Assistant, NCHE

## General Description

Readings, visits, and teachings will focus on the arts from antiquity to the Renaissance and the importance of the arts in the human experience.

There will be a lot of walking and being on your feet. We can make accommodations for individuals who face physical challenges. This schedule is subject to be rearranged based on museum availability and weather.

## Tentative Itinerary

**Tuesday**

**July 5**

Morning/Early	Travel, arrive in DC, check into hotel
Afternoon	
Late Afternoon	National Mall – Landscapes as Art
Evening	Free time for your own explorations

<b>Tentative Itinerary</b>	
<b>Wednesday July 6</b>	
Morning	National Mall – Architecture and Monumental Landscapes National Gallery of Art Library of Congress
Afternoon	Class time! National Museum of African American History and Culture Art Museum of the Americas
Evening	Free time on your own explorations

<b>Tentative Itinerary</b>	
<b>Thursday July 7</b>	
Morning	National Museum of African Art
Afternoon	Class time! National Museum of Asian Art
Evening	Free time on your own explorations



Recommended: Free Performance at the Kennedy Center, 6 PM

**Tentative Itinerary**

**Friday  
July 8**

Morning

Smithsonian American Art Museum  
National Portrait Gallery

Afternoon/

Return trip to Kentucky

Evening

