CONTRACT

THIS CONTRACT is entered into this day of December, 20[25], by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, 450 Park Place, Lexington, Kentucky 40511 ("Board") and Facing Histoty and Ourselves, 89 South Street, Suite 401, Boston, MA 02111] ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, [Office of School Leadership, Magnet School Assistance Program (MSAP) Grant,] has established the need to [support two MSAP schools, Crawford Middle School and Breckinridge Elementary School, in the ongoing design and implementation of their civic education magnet theme aligned with the grant goals and objectives and has determined that this need cannot be met by existing district staff.

[Facing History and Ourselves provides [collaborative training, coaching sessions, co-designed student centered civic education lessons with both Crawford Middle School and Breckinridge Elementary School in support of the full implementation of the MSAP grant model as detailed, and required, by federal guidelines and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of ongoing professional learning, coaching sessions, and other opportunities focused on effective civic education at both Crawford Middle School and Breckinridge Elementary School].

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

- 1. The Second Party shall provide to the [Office of School Leadership, Breckinridge Elementary and Crawford Middle Schools], as an independent contractor, services under the direction of Amy Gilkison, MSAP Project Director.
- 2. The second party shall provide [all services detailed and described in the attached proposed Scope of Work for each school].
- 3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$ [181,340]. Additional expenses to be reimbursed are not allowable outside the Scope of Work attached, with a total amount of this contract not exceeding \$ [181,340]
- 4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.
- 5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- 6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

- 7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.
- 8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.
- 9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.
- 10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.
- 11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).
- 12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

2 (Rev. 12/22)

- 13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.
- 14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.
- 15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
 - 16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.
- 17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.
- 18. This agreement will be in effect from **November 1**], 2025 , through **[September 30]**, 2026 , unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/pirector's Approval	11 21 25 Date	
Dr. Demetrus Liggins, Superintendent or Designee BOARD OF EDUCATION OF FAYETTE COUNTY KENTUCKY	Date	LEGAL IN:
Name of Second Party	Date	



Breckinridge Elementary

Fayette County Public Schools

District Partnership: Civic Education

Submitted for consideration on October 30, 2025 to:

Michael Price, Breckinridge Elementary Principal Amy Gilkison, Grant Project Director

About Facing History & Ourselves

Facing History & Ourselves uses lessons of history to challenge teachers and their students to stand up to bigotry and hate. Based on nearly 50 years of research, Facing History's approach is academically rigorous, emotionally engaging, and proven to improve student outcomes. We provide standards-aligned resources that promote civic skills, prosocial behavior and academic success. Our materials integrate social and emotional education, civic education, and help build equitable learning environments.

All of our programs are designed to help educators develop the following core competencies:

- Nurture learner-centered classroom communities
- Establish identity and belonging as central to students' academic learning
- Promote inquiry-based learning, perspective-taking, and deliberative skills
- Foster empathy, ethical reflection, moral reasoning, and civic agency
- Reflect on their sense of purpose and commit to continuous professional growth

Contact Us

Facing History & Ourselves Headquarters 89 South Street, Suite 401 Boston, MA 02111 Aimee Ballans, Senior Director, South aimee_ballans@facinghistory.org 813-382-5092

www.facinghistorv.org

Proposed Scope of Work

Through a District Partnership with Fayette County Public Schools, Facing History & Ourselves will provide professional development, student-centered curricula, and follow-up support for educators and leaders to integrate our approach to Civic Education across grade levels and subject areas in support of the goals outlined in the Magnet Schools Assistance Program Grants awarded to Breckinridge Elementary School and Crawford Middle School. In collaboration with school and district leaders, this model supports shifting mindsets, teaching practices, and policies to create more democratic learning environments with improved student interactions and outcomes. Students will gain critical thinking skills, empathy and tolerance, civic responsibility, and the belief they can make a difference in the world. Teachers will be more confident and skilled at fostering students' academic, civic, and social and emotional learning. School leaders will be equipped to create the conditions for democratic learning spaces for their staff and students.

Proposed Delivery Timeline

This is an estimated delivery timeline and is subject to change based upon mutual agreement between Facing History and Fayette County Public Schools.

Phase 1: Design & Launch (November 2025 – September 30, 2026)

- Establish School Design Teams at Breckinridge Elementary and Crawford Middle School and begin meeting regularly
- Outline school specific goals and develop work plan
- Meet with curriculum teams using a co-design process, anchored in building teacher capacity to design and implement instruction, in order to engage in review, revision, and co-creation of interdisciplinary inquiry-based lessons/units for content areas and civics and leadership development electives
- Develop a faculty-wide professional learning plan and grade level supports for teachers to expand implementation of evidence-based standards-aligned practices and inquiry-based lessons/units.

Phase 1 Priority	Components
Establishing and Working with School Design Team includes:	Kick-off meeting (November) - 1 day, in-person - Introduce team, discuss roles/responsibilities, goal-setting, draft scope of work/calendar - Optional: follow-up PL on Facing History's Approach to Civic Education

Monthly check-in meetings (Dec, Jan, February, April, May, Summer, August, September)

- Half day, in-person
- Updates/celebrations, monitor work plan, problem-solving
- Leadership development/capacity building
- Will happen on same day as monthly curriculum development team meetings

Step-back meetings (March, June)

- 1 day, in-person
- Combined meeting with Crawford Middle School
- Review of date, monitor progress toward short and long-term goals, adjust work plans, as needed
- Cross school collaboration and reflection (process, products, successes, challenges)
- Optional: on-going PL on principles of Civic Education

Curriculum Co-design, Capacity Building, and Implementation Support includes:

Kick-off (November/December)

- Half-day, in-person
- Set goals/way of work
- Establish grade level/subject area priorities
- Create work plan/system for monitoring and implementation

Monthly Facing History "PLC" for curriculum development team (Dec, Jan, Feb, April, May, Summer, August, September)

- Half-day, in person (following School Design Team Check-In)
- Co-design at least 4-5 interdisciplinary inquiry-based lessons/units that integrates civic literacy into content areas, utilizing Facing History's approach to civic education and resources from existing case studies
- Use a co-design process to support review/revision of course electives focused on civics and leadership development
- Optional: classroom visits to see the lessons in practice
- Note: These meetings will take place on the same days as school design team meetings

Mid-month "office hours"

- Two 90 min options per month

	- Whole group or 1:1 check-ins
All Staff Professional Learning for Implementation includes:	 Access to online offerings at no additional cost (with recommendations from Facing History) Attendance for up to 10 teachers at Summer Seminars (in-person/online) at no additional cost 1 day, in-person Faculty Kick-off (January) Based on Teaching for Democracy and

Investment

Facing History respectfully seeks \$90,670 from Breckinridge Elementary to support the work outlined above.

Description	Total
Establishing and Working with School Design Team	\$31,828
Curriculum Planning and Implementation	\$41,333
All Staff Professional Learning	\$5,216
Facing History Consultation, Planning, and Preparation	\$5,216
TOTAL	\$90,670

Note about payment schedule: When you have agreed to this proposal, Facing History & Ourselves will generate a service agreement for both parties to sign prior to the delivery of any professional learning. Facing History & Ourselves will invoice for 20% of the total amount upon execution of the service agreement, with the remainder invoiced upon completion of services.



Crawford Middle School

Fayette County Public Schools
District Partnership: Civic Education

Submitted for consideration on October 30, 2025 to:

Anne Trimble, Crawford Middle School Principal Amy Gilkison, Grant Project Director

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Investment

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November 17, 2025

Amy Gilkison MSAP Project Director Fayette County Public Schools John D. Price Administration Building 450 Park Place Lexington, Kentucky 40511

Dear Amy,

Desmond K. Blackburn, PhD

President & Chief Executive Officer

Jill Garling

Chair, Board of Directors

Julie Leff

Chair, Leadership Council

Kwame Anthony Appiah Chair, Board of Scholars

Seth A. Klarman Richard A. Smith*

Chairs Emeriti

Margot Stern Strom* President Emerita

* deceased

This letter is to confirm the integrated model of professional learning, curriculum alignment, and ongoing support for lesson implementation within a civic education framework constitutes a sole-source product provided exclusively by Facing History & Ourselves, Inc.

Facing History & Ourselves, Inc. is the producer and holds the copyright to all instructional materials included in the deliverables for our contract with Fayette County Public Schools. Our unique approach, pedagogy, and proprietary materials make us the only suitable provider for this contract.

We look forward to continuing our partnership with Fayette County Public School. Please do not hesitate to contact us if you require any further information.

Sincerely,

Mariel Gonzaeles Chief Officer, Finance and Talent