

THE GILDER LEHRMAN INSTITUTE *of* AMERICAN HISTORY

MEMORANDUM of UNDERSTANDING

Between The School Board of Broward County, Florida and
The Gilder Lehrman Institute of American History

Founded in 1994, the Gilder Lehrman Institute of American History promotes the study and love of American history. Increasingly national and international in scope, the Institute's initiatives target audiences ranging from students to scholars to the general public. The Institute creates history-centered schools and academic research centers; organizes seminars and enrichment programs for educators; produces print and electronic publications and traveling exhibitions; and sponsors lectures by eminent historians.

The Gilder Lehrman Institute of American History (GLI) is pleased to participate in this Teaching American History Grant application, with The School Board of Broward County, Florida (District). This memorandum of understanding covers GLI participation from September 2006 – August 2009 and will take effect only if and when the District is awarded a Teaching American History Grant from the U.S. Department of Education to fund the project.

The District has chosen GLI Grant Package 3 for three years, at a total cost of \$147,000 (\$49,000 per year for three years). GLI therefore commits itself to the following undertakings:

Planning Session and Teaching Materials (\$15,000)

GLI will provide a full-day planning session. Gilder Lehrman education coordinators will work with district personnel, other partners, and evaluators to assess needs and develop specific programs to be implemented upon acceptance of the grant application. All staff time and travel for historians and Gilder Lehrman personnel will be included in the price of the package. Costs for District personnel will not be included.

The Gilder Lehrman Institute will provide instructional materials for teachers that include:

- **Annotated primary sources** from the Gilder Lehrman Collection, which holds over 80,000 items documenting the political and social history of the United States: letters and diaries, maps, pamphlets, sketchbooks, printed books, photographs, and other materials.
- **“History in a Box”** resource kit on The Founding Era, the first in the Institute’s eight-volume “History in a Box” series. Each kit includes an introduction, a timeline, thirty primary documents, teaching strategies,

THE GILDER LEHRMAN INSTITUTE of AMERICAN HISTORY

posters for classroom display, interactive CD-ROMs, and videos. Each teacher in the grant will receive a resource kit.

- **Lessons** on selected topics in American history, from the colonial period to the 1990s. The Gilder Lehrman summer seminars in which many of these lessons were developed include *The Era of George Washington* (led by Prof. Gordon S. Wood, Brown University), *North American Slavery in Comparative Perspective* (Prof. Ira Berlin, University of Maryland), *The American Civil War: Issues, Strategy, Leadership* (Prof. James M. McPherson, Princeton University), and *America Between the Wars* (Prof. Alan Brinkley, Columbia University). For a list of summer seminars, please see Package 3.
- **Traveling panel exhibitions** on themes in U.S. history, curated by the Gilder Lehrman Institute and drawing largely on documents from the Gilder Lehrman Collection. The exhibitions are accompanied by videos, CD-ROMs, and educators' guides, which provide a basis for student discussions and projects and allow for special programming at schools. Exhibitions include:
 - *Free at Last: A History of the Abolition of Slavery in America*. The exhibition has received extensive press coverage in many communities and has served as a catalyst for community programming, school visits, and the investigation of local resources relating to the abolition of slavery.
 - *Frederick Douglass from Slavery to Freedom: The Journey to New York City*. Uses images, broadsides and letters to explore the early life of Douglass. Born a slave in Maryland, he made a daring escape to New York City in 1838. Once free, Douglass fought to end slavery and championed civil rights for all Americans. Among the highlights are: a broadside entitled *Slave Market of America* from the American Anti-Slavery Society, excerpts and quotes from Douglass' first autobiography *Narrative of the Life of Frederick Douglass, an American Slave*, and a letter from Douglass to Hugh Auld, his former owner.
 - *Looking at Lincoln: Political Cartoons from the Civil War Era*. In an age before radio, television, and the Internet, many Americans received news and expressed their opinions about politics through newspapers. Political cartoons invite students to set aside modern assumptions and view events through the eyes of people living in the era.

THE GILDER LEHRMAN INSTITUTE *of* AMERICAN HISTORY

- **Keepsakes** of original historical documents from the Gilder Lehrman Collection. Examples include: *“I never mean...to possess another slave by purchase”*: George Washington on the Abolition of Slavery (introduction by Gordon S. Wood); *“The Fruit Before Us”*: The Evolving Legacy of the Declaration of Independence (introduction by Pauline Maier); and *Remembering the Civil War: Frederick Douglass and “the merits of this fearful conflict”* (introduction by David Blight).
- **Materials presented by the Gilder Lehrman Institute in American history workshops and panels**, at regional teacher conferences and at meetings of the Organization of American Historians (OAH) and the National Council for History Education (NCHE). Presentations have included “Discovering History” (NCHE), “Slavery, Abolition and the Power of Literacy: Frederick Douglass as a Model” (OAH), and “Creating History High Schools and Programs: Opportunities and Guidelines for Schools and Districts” (OAH).
- We recommend use of the **Gilder Lehrman website** (www.gilderlehrman.org), which features:
 - **Educational modules** on more than 20 major topics in U.S. history—annotated primary documents with transcriptions, lessons, maps, images, and more
 - A selected **online archive** of Gilder Lehrman Collection primary documents, searchable by keyword, author, or year
 - “Information about **Gilder Lehrman history schools, professional development opportunities, and student prizes and awards.**
 - Highlights of programs of the school and district programs with which we partner.

Staff Development Workshop (\$20,000)

GLI will provide a three-day staff development workshop for up to thirty teachers each year of the grant. The topic for the workshops will be Taking a Stand in American History: People, Ideas and Events that influenced the development of the United States during the 1700’s and 1800’s. The workshops will include lectures by prominent historians such as Carol Berkin, David W. Blight, Elliot West, and David Kennedy, Michael Flamm and staff development activities by experienced education coordinators. They will be held at sites of the District’s choice.

The package includes travel, room and board for the historian and staff developers, but does not include costs for District personnel or the cost of the site.

THE GILDER LEHRMAN INSTITUTE *of* AMERICAN HISTORY

The format of the workshop: morning lectures by the historian and afternoon staff development activities led by education coordinators. Where possible, trips to historic sites and institutions will be included.

Summer Seminars for Teachers (\$14,000)

GLI will provide priority placement at Gilder Lehrman summer seminars for five teachers. Selected participants will attend one-week Gilder Lehrman summer seminars on topics in American history. These courses are taught by prominent professors at colleges and universities throughout the U.S. and the United Kingdom, such as Harvard, Yale, Stanford, and Cambridge. The Gilder Lehrman Institute will provide stipends (\$500), books, room, and board. In-service and new teacher credit is available.

In addition to lectures and discussions, Gilder Lehrman education coordinators will work with participants to select and annotate primary documents. Copies of these annotated documents are distributed to all seminar participants.

Responsibility of the District

If and when a Teaching American History Grant is awarded, the District will provide the following:

- A manager of the grant project to facilitate local arrangements.
- Recruitment of participating teachers and district personnel.
- Space for the meetings (including breakout space).
- A total remittance to GLI of \$147,000 (\$49,000 per year for three years), in three installments of \$49,000 no later than October 1, 2007, October 1, 2008, and October 1, 2009.

The District will assume responsibility for fiscal management for the duration of the grant award period. The Gilder Lehrman Institute will be a subcontractor for this project.

Miscellaneous

The District acknowledges and agrees that, in providing services under this Memorandum of Understanding, GLI will use certain copyrighted materials that GLI has previously prepared or to which GLI has obtained rights (collectively, the GLI Materials). GLI Materials include, by way of example only, lesson plans, summer seminar materials, annotations of primary original documents, copies of *The Boisterous Sea of Liberty*, keepsakes from the Gilder Lehrman Collection, all material featured or included on the GLI website and CD ROMS and educator guides prepared in connection with Gilder Lehrman exhibitions. The copyrights to all GLI Materials belong, and shall continue to belong, to GLI (or, if applicable, to the third parties who have licensed such copyrights to GLI) and the

THE GILDER LEHRMAN
INSTITUTE *of* AMERICAN HISTORY

District hereby expressly waives any claim to ownership of any rights comprised in or arising out of any such copyrights. In connection with the programs described in this Memorandum of Understanding, GLI hereby grants to the District a perpetual royalty-free non-exclusive license to use the GLI Materials for any and all educational purposes. The District shall have the right to retain all physical copies and reproductions of the GLI Material that are furnished by GLI pursuant to this Memorandum of Understanding.

The District further acknowledges and agrees that each participant in the programs described in this Memorandum of Understanding (the Programs) will be 21 years of age or more. Furthermore, each participant will be required, as a condition to his or her participation in the Programs, to sign GLI's standard Consent and Release of Liability in the form annexed hereto as Exhibit A.

The District agrees that GLI may photograph, film, and/or record video or audio of the Programs and further grants to GLI (subject to obtaining any necessary permissions from individual Program participants), forever and throughout the world, the right to use and reproduce such photographs, film, and/or recorded video or audio in all media and in all forms, and may identify the District as a party for which GLI has performed services for any purpose related to the Programs or GLI's continuing activities (including, without limitation, publicity), without further compensation to the District or any limitation whatsoever. The District agrees that the actual media involved in the foregoing, such as a digital image photographs, negatives, plates, films, video recordings, or audio recordings are and shall continue to be the property of GLI.

The District acknowledges that participation in the Programs will be undertaken by each participant on a completely voluntary basis with knowledge that risks are involved. These risks include, but are not limited to, property loss or damage and physical or emotional injury, temporary or permanent, and death.

GLI agrees to comply with all requirements of section 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of GLI or its personnel providing any services under the conditions described in the previous sentence. GLI shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to GLI and its personnel; however, the cost

THE GILDER LEHRMAN
INSTITUTE *of* AMERICAN HISTORY

for GLI compliance shall be no more than \$75 per person. The Parties agree that the failure of GLI to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. GLI agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in GLI's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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 intended 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 constructed as consent by an agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any contract.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

This Agreement may be canceled with or without cause by the District during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, the District shall pay GLI for all services rendered through the effective date of termination.

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

THE GILDER LEHRMAN
INSTITUTE *of* AMERICAN HISTORY

To the District: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Dr. Mark Quintana/ Dr. Louise Ball
Name of District Representative

600 SE 3rd Ave. – 13th floor
Ft. Lauderdale, Fl 33301
Address

To GLI: Dr. Lesley S. Herrmann, Executive Director
The Gilder Lehrman Institute of American History
19 West 44th Street, Suite 500
New York, NY 10036

With a Copy to: Dr. James G. Basker, President
The Gilder Lehrman Institute of American History
601 West 110th Street, 7R
New York, NY 10025

THE GILDER LEHRMAN
INSTITUTE of AMERICAN HISTORY

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

FOR GLI

The Gilder Lehrman Institute of American History
Name of Corporation or Agency

By Lesley S Herrmann
Executive Director

ATTEST:

Chloe M. Hill
Witness

John J. Hermann
Witness

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 12th day of May, 2006 by Lesley S. Herrmann of The Gilder Lehrman Institute of American History, on behalf of the corporation/agency. He/She is personally known to me or produced DRIVERS LICENSE as identification and did not first take an oath. Type of Identification

My Commission Expires:

Albert Ades
Signature - Notary Public

ALBERT ADES
Printed Name of Notary

31-5024170
Notary's Commission No.

ALBERT ADES
NOTARY PUBLIC, State of New York
No. 31-5024170
Qualified in New York County
Commission Expires Nov. 30, 2006

THE GILDER LEHRMAN
INSTITUTE *of* AMERICAN HISTORY

FOR THE DISTRICT

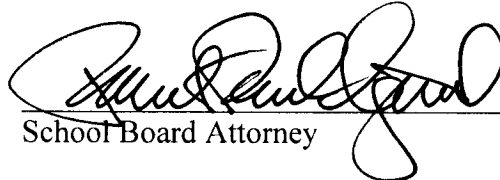
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
Benjamin J. Williams, Chair

ATTEST:

Franklin L. Till, Jr., Superintendent of
Schools

APPROVED AS TO FORM:



School Board Attorney