

GRANT AGREEMENT

This grant agreement (this "Agreement") is made effective on June 26, 2018, (the "Effective Date") between the Kennesaw State University Foundation, Inc., a Georgia nonprofit corporation (the "Foundation"), Kennesaw State University (the "University"), an instrumentality of the state of Georgia, and the Charles Koch Foundation, a Kansas nonprofit corporation (the "Donor"). This Agreement is for the benefit of the Education Economics Center (the "Center"), which is housed in the Coles College of Business (the "College") at the University. The Foundation, the University, and the Donor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. **Promoting Academic Freedom.** Consistent with the Donor's principles of supporting open inquiry and a diversity of ideas in higher education, the Donor's grant is intended to help promote a republic of science at the University where ideas can be exchanged freely and useful knowledge will benefit the well-being of individuals and society. Thus, the Parties agree that the academic freedom of the University, the Center, and their faculty, students, and staff is critical to the success of the Center's research, scholarship, teaching, and service.
2. **The Foundation and the University's Proposal.** The Parties enter into this Agreement based on the Foundation and the University's proposal, which is hereby incorporated into and made part of this Agreement and attached as Attachment A (the "Proposal"). The Proposal reflects the vision of and relies on the leadership of Dr. Benjamin Scafidi, who was selected by the University, according to its normal procedures, to be the director of the Center (the "Center Director"). As stated in the Proposal and consistent with the Center Director's vision, the mission of the Center is to provide nonpartisan research and technical assistance in the area of education policy, including the design and evaluation of education systems, increasing and improving educational opportunities for students and subgroups of students, labor markets for educators, and education tax and expenditure issues (the "Center's Mission").
3. **The Center Programs.**
 - a. **Generally.** To support the Center's Mission, the University desires to create the following positions and activities to affiliate with the Center, collectively referred to as the "Center Programs." The Center Programs are described more fully in the Proposal and include the following positions and support: the "Center Director" position; a "Tenure-Track Professorship;" two "Clinical Faculty/Post-Doctoral Faculty" positions; "Research Support;" "Program Support;" "Scholarship of Teaching and Learning Research Support;" and "Administrative Support." The Foundation and the University shall each use any funds received under this Agreement to support the Center Programs in accordance with the terms of this Agreement. According to the University's normal procedures, the Center Director is responsible for directing the Center Programs, which includes allocating and administering the Center's budget, supervising Center staff, mentorship, and other duties to advance the Center's Mission as deemed appropriate by the Center Director.
 - b. **Selection According to the University's Normal Procedures.** The Parties mutually agree that the selection of the foregoing positions and fellowships by the University will follow the University's normal procedures for selecting such positions and fellows for the applicable academic units. As a matter of academic freedom for academic units at the University, individuals who hold positions with or are affiliated with the Center must be approved by the Center Director, in accordance with College and University's normal procedures.
4. **The University's Support for the Center.** The University shall support the Center Programs to advance the University's mission. As part of this support, the University shall ensure that the faculty, students, and staff working with the Center have adequate space to achieve the Center's Mission. Therefore, The University shall provide the Center with sufficient contiguous office space including shared conference and meeting spaces.

5. The Donor's Support for the Center Programs.

a. Contributed Amount. Subject to the terms of this Agreement, the Donor will contribute funds to the Foundation solely to support the Center Programs to advance the Center's Mission (all or part of such funds are referred to as the "Contributed Amount(s)"). The maximum Contributed Amount for each Center Program is as follows:

Center Programs	Contributed Amount
Salary and fringe benefits for the Center Director	Up to \$85,000.00
Salary and fringe benefits for a Tenure-Track Professorship	Up to \$275,000.00
Salary for the two Clinical Faculty/Post-Doctoral Faculty	Up to \$207,000.00
Costs and expenses for Research Support	Up to \$86,000.00
Costs and expenses for Program Support	Up to \$29,500.00
Costs and expenses for SOTL Research Support	Up to \$29,500.00
Costs and expenses for Administrative Support	Up to \$98,000.00

b. Other Support. If the University and Donor mutually agree, the Donor may also contribute in-kind services to the University to help promote the work of the University, the Center, or the University faculty, students, and staff.

c. Contingent Grant. The Donor's support under this Agreement is expressly contingent upon [REDACTED] (the [REDACTED]), executing an agreement providing a grant to support the Center Programs (the "[REDACTED] Grant Agreement"). Therefore, the Donor shall not provide any of the Contributed Amount or be obligated to fulfill any other obligation until the [REDACTED] Grant Agreement is executed and attached to this Agreement as Attachment B. The Donor's pledge to make contributions pursuant to this Agreement and [REDACTED]'s pledge to make contributions pursuant to the [REDACTED] Grant Agreement are each contingent upon each other. Therefore, any breach of this Agreement, if caused by the Foundation or the University, is a separate and independent breach on the part of the Foundation or the University, as applicable, under the [REDACTED] Grant Agreement and entitles [REDACTED] to exercise any and all of its remedies provided in the [REDACTED] Grant Agreement, up to and including the right to terminate the [REDACTED] Grant Agreement.

6. Grant Process and Administration.

a. The Foundation Grant Request. The Foundation shall submit an annual written request according to the schedule below to the Donor for the Donor's consideration (the "Foundation Grant Request"). If the Donor approves the Foundation Grant Request, the Donor shall make a contribution up to the amount listed in the below schedule to the Foundation, and the Foundation shall accept such Contributed Amount on behalf of the University. If the Donor does not approve the Foundation Grant Request, the Donor is under no obligation to contribute any funds to the Foundation or the University.

b. The Foundation Grant Request and Proposed Grant Award Schedule.

Foundation Grant Request Date	Donor Response and Proposed Contribution Date	Contributed Amount
Submitted as the Proposal	Within sixty (60) days of the Parties signing this Agreement	Up to \$ 186,000
June 1, 2019	On or about August 1, 2019	Up to \$ 210,000
June 1, 2020	On or about August 1, 2020	Up to \$ 138,000
June 1, 2021	On or about August 1, 2021	Up to \$ 138,000

June 1, 2022	On or about August 1, 2022	Up to \$ 138,000
Total Maximum Aggregate Contributed Amount:		\$810,000

c. The Fund. The Foundation shall place all of the Contributed Amount in a segregated and restricted fund on its books and records called the "EEC-CKF Fund" (the "Fund"). The Foundation and the University shall solely use the Fund to support the Center Programs as stated in this Agreement. The Foundation shall make the Fund available for contributions from other donors. If another donor makes a contribution to the Fund, the Foundation shall promptly notify the Donor of the amount donated and, if permitted by the other donor, the name of the other donor.

7. Contributed Amount Used Solely for Charitable Purposes for the Center Programs.

a. Tax Status. According to IRS records, the Foundation is an organization described within the meaning of Internal Revenue Code (the "Code") sections 501(c)(3) and 509(a)(1). The University has furnished the Donor with records showing that it is an organization described in Code section 170(c)(1) or 511(a)(2)(B). The Foundation and the University shall immediately notify the Donor if their respective tax statuses change.

b. Charitable Purpose. The Foundation and the University shall use the Contributed Amount solely for the Center Programs, which is a charitable purpose described in section 170(c)(2)(B) of the Code. The Foundation and the University shall not use the Contributed Amount to influence legislation as described in section 4945(d)(1) of the Code, to influence the outcome of any election, for a political campaign or intervention, to carry on any voter registration drive, or any other purpose that would jeopardize the Donor's tax-exempt status or subject the Donor to penalties under Chapter 42 of the Code.

c. Center Programs. The Foundation and the University shall return to the Donor any Contributed Amount not spent for the Center Programs.

8. General Terms.

a. Term. The term of this Agreement is from the Effective Date to the later of July 31, 2023, or until the Foundation and the University have spent all of the Contributed Amount, unless earlier terminated pursuant to this Agreement.

b. Termination. The Donor has the right to terminate this Agreement if: (i) the Foundation or the University breaches any term of this Agreement; (ii) the Center Programs are not advancing the Center's Mission; or (iii) such action is necessary to comply with any law applicable to the Foundation, the University, or the Donor. Such termination is effective upon the expiration of thirty days from the date notice was provided by the Donor to the Foundation or the University. If the Agreement is terminated, the Foundation and the University shall return all unspent Contributed Amounts to the Donor within fifteen days of the Donor's request, unless the University has made non-cancellable commitments of those funds. The Foundation and the University are not relying on the Donor's proposed funding under this Agreement to incur any obligation or take any action or inaction.

c. Publicity. The Parties shall give each other a reasonable opportunity to review any significant public announcement related to the Agreement. The Parties shall not use each other's logos without the applicable Party's express written consent.

d. Donor Privacy. The Foundation and the University shall notify the Donor prior to making this Agreement publicly available or upon receiving records requests for this Agreement or related information.

- e. Entire Agreement. The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the Parties related to the matters contained in this Agreement and constitute the entire agreement between the Parties with respect to the matters contained in this Agreement.
- f. Order of Precedence. If there is a conflict between the terms of this Agreement and the terms in the Proposal, this Agreement controls.
- g. Amendments. This Agreement can be amended solely by a writing duly executed by the Parties.
- h. Severability. The terms of this Agreement are severable. If any court of competent jurisdiction construes any term of this Agreement to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining terms of this Agreement will not be affected.
- i. No Waiver. No delay or failure by any Party to enforce any right or claim under this Agreement is a waiver of such right or claim. Any waiver by any Party of any term of this Agreement is not a further or continuing waiver of such term.
- j. Third Party Rights. This Agreement relates to and is for the benefit of the charitable and educational purposes of the [REDACTED] Grant Agreement. Therefore, [REDACTED] has rights under this Agreement. Otherwise, this Agreement does not give any rights or remedies to any third party other than the permitted assigns of the Parties.
- k. Notice. All notices in connection with this Agreement must be in writing and are effective when delivered personally by hand or one business day after the day sent by overnight courier at the address below, or to another address provided by a Party to the other Parties.

If to the Foundation:

James Dunn, Interim Chief Executive Officer
Kennesaw State University Foundation, Inc.
3391 Town Point Drive
Suite 430/Mail drop 9101
Kennesaw, GA 30144

If to the University:

Ken Harmon, Interim President
Kennesaw State University
585 Cobb Avenue NW
Kennesaw, GA 30144

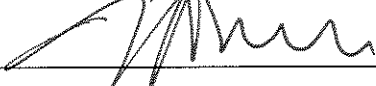
If to the Donor:

Charles Koch Foundation
1320 N. Courthouse Road, Suite 500
Arlington, VA 22201
Attn: Grant Administrator
Cc: General Counsel's Office

l. Counterparts. This Agreement may be executed in several counterparts, each of which constitutes an original and all of which, when taken together, constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement are deemed to be originals and may be relied upon to the same extent as the originals.

The Parties have hereby executed this Agreement as dated below but agree that this Agreement is effective as of the Effective Date.

**KENNESAW STATE UNIVERSITY
FOUNDATION, INC.**


By: 

Name: James Dunn

Title: Interim Chief Executive Officer

Date: 6/26/2018

CHARLES KOCH FOUNDATION

By: 

Name: Brian Hooks

Title: President

Date: 7/5/2018

KENNESAW STATE UNIVERSITY

By: 

Name: Ken Harmon

Title: Interim President

Date: 6/26/18

ATTACHMENT A

Kennesaw State University Foundation and Kennesaw State University Proposal to Support the Education Economics Center

Center's Mission

The Center's Mission, as developed by the University's Department of Economics, Finance, and Quantitative Analysis, is to provide nonpartisan research and technical assistance in the area of education policy, including the design and evaluation of education systems, increasing and improving educational opportunities for students and subgroups of students, labor markets for educators, and education tax and expenditure issues.

Center Programs

Objective

The objective of the Center is to engage in academic research to inform the development of sound education policy and public understanding of education issues in order to maximize student opportunity, learning, and achievement so that all students are well-equipped to fully participate in our society, economy, and polity.

Center Director

The responsibilities of the Center Director include, but are not limited to, supervising finances, research, technical assistance, outreach, engagement, and programmatic activities.

Tenure-Track Professorship

The University will hire one full-time tenured or tenure-track faculty to teach, engage in research, and develop impactful courses within the Department of Economics, Finance, and Quantitative Analysis in the Coles College of Business. The individual will be affiliated with the Center and dedicate a significant portion of his or her time to endeavors that serve the mission and objective of the Center, such as academic research, policy research, technical assistance, and outreach. It is envisioned that this faculty member will have a background in the economics of education.

Clinical Faculty/Post-Doctoral Faculty

The University will employ one post-doc for the first year and a total of two post-docs in the years thereafter at Kennesaw State University, such faculty are called "Clinical Faculty". Each individual holding a clinical faculty position will engage with the Center and contribute toward the Center's mission and objective. They will teach, and they will also dedicate a significant portion of their time to endeavors that serve the mission and objective of the Center, such as academic research, policy research, technical assistance, and outreach. It is envisioned that these faculty will have expertise in the economics of education, in education policy, or in both areas. At times, one of these positions may be filled by visiting faculty. Visiting faculty will be in residence at Kennesaw State University and will be from another institution.

Research Support

The Center will produce academic and policy research focusing on issues of K-12 education policy, including issues pertaining to the design and evaluation of education systems, increasing and improving educational opportunities for students and subgroups of students, labor markets for educators, and education tax and expenditure issues. The goal of this research is to promote the development of sound education policy and the understanding of education issues in order to maximize student opportunity, learning, and achievement so that all students are well-equipped to fully participate in our society, economy, and polity.

Program Support

The Center will host programs to engage students, faculty, and the broader community in an exchange of ideas related to the Center's Mission. These activities may include, but are not limited to, policy salons, conferences, workshops, speaker series, reading groups, and film series.

Scholarship of Teaching and Learning Research Support

The Education Economics Center will issue an annual call for proposals for Bagwell College of Education faculty, students, and faculty-student collaborations to apply for funding to conduct and disseminate research that fits within the mission and objective of the Education Economics Center. Any unused funds will support SOTL research that fits within the mission and objective of the Center, for which any KSU faculty member may apply.

Administrative Support

The University will hire administrative support for the Center, assisting with day-to-day operations, purchase and track supplies, ensure compliance with relevant internal and external policies, and assist in preparing annual reports on the Centers activities. The University will hire this individual promptly.