



**THE ASPEN CHALLENGE**  
**YEAR 2**  
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("MOU") sets forth the terms and understanding between the ASPEN CHALLENGE program at the ASPEN INSTITUTE (the "Institute" or the "Aspen Challenge") and the Jefferson County Board of Education, doing business as the Jefferson County Public Schools District ("JCPS") (collectively, the "Parties") to implement the ASPEN CHALLENGE programming in Louisville, Kentucky with dates to be determined by both parties.

**Background**

The ASPEN CHALLENGE (the "Challenge") is a program of the Institute created in partnership with the Bezos Family Foundation ("BFF"). The ASPEN CHALLENGE exists to transform communities by elevating youth voice. In order to do that work, the ASPEN CHALLENGE partners with large, urban districts and works in partnership with outside partners and the district to build capacity around deeper learning and student agency. While the Challenge itself is focused on elevating youth voice, the partnership with JCPS seeks to build educator capacity to help scale this work across JCPS, to achieve three outcomes:

- *Transformed students* as evidenced by higher outcomes, greater confidence and the ability to have their voice impact their community;
- *Transformed educators* as evidenced by teachers with the competence and confidence to implement deeper learning in their classes; and
- *Transformed community* by virtue of the impact of the challenges.

The ASPEN CHALLENGE exposes young people to some of the greatest leaders and thinkers of our time. Through a highly produced opening forum, participants will hear from notable speakers and leaders who will issue challenges. Teams, equipped with tools and resources, will have eight weeks to:

- 1) select a challenge,
- 2) apply for and receive seed funding,
- 3) design a solution,
- 4) implement and test that solution in their community, and finally
- 5) present their work to a panel of judges.

One team is selected to advance to the Aspen Ideas Festival in Aspen, Colorado or a comparable conference.

Professional learning supports before, during and after the challenge will target and support teachers with a focus on instructional and assessment strategies and practices necessary to grow project-based learning and student agency, which are core elements of the challenge.

### **Standards of Procedure**

Following are the Standards of Procedure with corresponding roles and responsibilities for the ASPEN CHALLENGE. It is the responsibility of each partner to ensure that these Standards of Procedure are followed. If a partner becomes aware that the Standards are not being met or has concerns related to the program, the partner is responsible for communicating such information to Institute lead executives.

#### *JCPS Contact:*

Dr. Tara Isaacs

Director of Professional Development and Learning

[tara.isaacs@jefferson.kyschools.us](mailto:tara.isaacs@jefferson.kyschools.us)

502.485.3961

#### *Institute/ASPEN CHALLENGE Contact:*

Katie Fitzgerald

Director, ASPEN CHALLENGE

[katie.fitzgerald@aspeninstitute.org](mailto:katie.fitzgerald@aspeninstitute.org)

970.544.7915 (office)

970.390.9259 (cell)

### **I. INSTITUTE/ASPEN CHALLENGE RESPONSIBILITIES:**

A. Require the following, pursuant to KRS 160.380, for all ASPEN CHALLENGE contractors, employees, interns and volunteers under this MOU:

- A Kentucky state criminal records check, completed no more than five (5) years ago, that may be satisfied by completing the JCPS volunteer record check form:  
<https://apps.jefferson.kyschools.us/Volunteer/VolunteerInsert.aspx>;
- A national criminal history background check as required and obtained by the Aspen Institute;
- Provide JCPS with a list of the 2018/2019 contractor, employee, intern or volunteer that previously completed the CAN form to verify last year's results from the Kentucky Cabinet for Health and Family Services that there are no findings of substantiated child abuse or neglect on record; AND

- Ensure that any new contractor, employee, intern or volunteer are to complete the CAN Form via the link below and provide the results to JCPS.  
<https://sppublic.jefferson.kyschools.us/departments/recruitmentandstaffing/Shared%20Documents/CAN%20Check%20Instructions.pdf>

B. ASPEN CHALLENGE employees/volunteers/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

1. Any conviction for sex-related offences;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses, except as provided below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years;
6. Any conviction for violent, abusive, threatening or harassment related offenses;
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this MOU.

C. If the performance of this MOU involves the transfer by JCPS to ASPEN CHALLENGE of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA") as well as 45 CFR 46 Protection of Human Subjects, ASPEN CHALLENGE agrees to:

1. Comply with the JCPS Institutional Review Board (IRB) conditions for approval established March 22, 2019: (a) obtain signed informed consent forms that include all elements required to meet 45 CFR 46.116 and 117 as well as JCPS policies for consent, and (b) provide a final report of research activities to the JCPS IRB including analysis of program efficacy relative to student success and challenges.
2. Apprise the JCPS IRB in writing via the JCPS Data Request Management System (DRMS) of any new requests for personally identifiable information (PII) from students or staff that will be used to monitor or evaluate program activities or changes to surveys or other methods used to collect information from students pursuant to 45 CFR 46 continuing review procedures.
3. In all respects comply with the provisions of FERPA. For purposes of this MOU, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
4. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than ASPEN CHALLENGE and its employees, contractors and agents, without the approval of JCPS.



5. Require all employees, contractors and agents of ASPEN CHALLENGE to comply with all applicable provisions of FERPA with respect to any such data.
6. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
7. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of ASPEN CHALLENGE having a legitimate educational interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
8. Destroy or return to JCPS any such data obtained under this MOU within 30 days after the date when it is no longer needed by ASPEN CHALLENGE for the Project or upon request by JCPS.

D. ASPEN CHALLENGE will obtain a policy of general commercial liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance. Certificate shall be provided to JCPS prior to beginning services under this MOU.

#### E. Programming and Operations

##### *General Administrative.*

1. Coordinate all ASPEN CHALLENGE activities through the JCPS Primary Point of Contact including all school level activities, grant awards, field trips, and coach activities.
2. Notify JCPS Primary Point of Contact, in writing, at least 30 days in advance of field trips and comply with JCPS Policies and Procedures concerning supervision and transportation of students, parental consent and JCPS Board approval of field trips.
3. Provide JCPS Primary Point of Contact with a detailed description of coaches' role by September 1, 2019.
4. Lead executives and staff at the Aspen Institute.
5. Provide administration support.
6. Oversee ASPEN CHALLENGE Memorandum of Understanding with adherence to Program Scope and Guiding Principles as described in Attachment A.
7. Provide funding for teacher stipends and for substitute costs as outlined in Attachment B.
8. Provide team seed funding through direct payments made outside the scope of this MOU.
9. Prior to use, obtain approval from JCPS Communications for any use of JCPS or school name, logo or other identifying information.



10. Coordinate any funding contacts or requests in the community with the JCPS Department of Resource Development.

#### *School Recruitment and Support*

1. Coordinate production of ASPEN CHALLENGE Playbook with all materials, online resources, and cameras for each school.
2. Facilitate orientation with the teams during the initial forum (ground rules and discourse for program implementation).
3. Facilitate team support throughout the 8-week period.
4. Facilitate teacher support and professional development sessions

#### *Programming*

1. Serve as lead contact for speaker arrangements, including program preparation, and all associated logistics planning.
2. Serve as lead on challenge content creation.
3. Support with local partner collaboration.

#### *Event Management*

1. Serve as the lead in designing of programming, décor and event flow management for opening forum and competition.
2. Provide student transportation to and from the events in compliance with JCPS Policies and Procedures regarding the transportation of students.

#### *Communications*

1. Obtain approval for any use of JCPS or school name, logo or other identifier from JCPS Communications prior to ASPEN CHALLENGE using it.
2. Provide full exposure of programming on ASPEN CHALLENGE website.
3. Provide external communications strategy and support.

#### *Funding*

1. The Institute and JCPS will enter into a subgrant agreement whereby the Institute will provide \$58,284.00 in direct funding to JCPS as outlined in Attachment B. The Parties will execute the subgrant agreement by January 10, 2020 to initiate the transfer of funds.
2. The Institute will directly award one teacher from each team with team seed funding up to \$500 per team. Upon Aspen Institute's approval of team project, funds will be made available to purchase supplies and materials to fund the team's solution. In advance of the award, the Institute will request each teacher receiving the funds on behalf of their team to agree to terms and conditions for use of funds. Each team shall maintain a record (with documentation) of how the funds are spent. If a team withdraws from the Aspen Challenge or seed money is unspent, the teacher shall return the unused funds to the

Aspen Institute. The team seed funds will be paid directly to the teacher and not come through district funds.

## II. Jefferson County Public Schools Responsibilities:

A. Will be responsible for providing supervision and ensuring the safety for the teams and individual students at all times during their participation in ASPEN CHALLENGE programming.

### B. General Administrative

1. Identify a primary **Point of Contact** for the ASPEN CHALLENGE project.
2. Adherence to Guiding Principles, Program Scope and Policy in Attachment A.
3. Staff support for programming, team support, and operations, with majority of time in planning phase
4. Provide funding oversight for teacher stipends, and for substitute costs in compliance with all district policies and guidelines.

### C. Programming & Operations

#### *School Recruitment and Support*

1. Provide support and management of school/team selection process.
  - a. This includes the thoughtful selection of educators by each school principal according to the Aspen Challenge Coach Job Description
2. Provide continued support for the teams including but not limited to regular site visits and calls with teams to ensure they are moving forward and have what tools they need along with past coach mentor support and reports on said support submitted to the Institute
  - a. This includes principal engagement to remove potential barriers such as, but not limited to, meeting space, grant funding process and coach workload.
3. Develop mentorship program between first and second year school participants-coaches and students
4. Distribute and collect all required signed documents needed for students to participate in all ASPEN CHALLENGE programming, including but not limited to, media releases, field trip permission slips, code-of-conduct agreements, registration through the Innovation Lab for team profiles and contact information.
5. Provide supervision and assume sole responsibility for the teams and individual students at all times during their participation in ASPEN CHALLENGE programming

#### *Programming*

1. Provide programmatic ideas for challenge content and local talent.

### *Event Management*

1. Assist with securing event venues (potential for in-kind donation) as needed
2. Secure volunteer staff for logistics (loading busses, greeting students teams, setting up the venue space) for the events

### *Communications*

1. Assist with promotional efforts related to the ASPEN CHALLENGE, including but not limited to facilitating relationships with press, promoting the program via social media outlets, support in gathering information to help promote the team's work.
2. Assist with photography and video documentation support.

### **III. Evaluation**

For any partner projects involving research (e.g., program evaluation or monitoring activities), JCPS student or staff participation is voluntary. As a federally authorized IRB, JCPS complies with the federal definition for research, which includes sharing of PII for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.

ASPEN CHALLENGE and JCPS will participate in an evaluation meeting following the major events including the opening forum, competition, and Aspen Ideas Festival to review the program and seek to identify best practices.

If in performing services under this MOU, ASPEN CHALLENGE desires to collect any type of new or existing data or information for any purpose from JCPS students or staff, ASPEN CHALLENGE must submit a separate request to the JCPS IRB through the JCPS DRMS platform and agrees to comply with JCPS' response. Any data collection, information sharing, or evaluation activities must be approved by the JCPS IRB before schools, staff or JCPS students are asked to provide data, or before data is collected by ASPEN CHALLENGE..

For any project involving research, participation is voluntary, and research activities must be approved through Accountability, Research, and Systems Improvement Department and will not take place before approval is secured from the JCPS Institutional Review Board (IRB).

ASPEN CHALLENGE shall provide JCPS, free of charge and within thirty (30) days, a copy of any report or publication that is generated using JCPS data.



#### IV. Program Timeline

The ASPEN CHALLENGE program is developed in close coordination with the JCPS and will be structured as follows, pending approval of DRMS and IRB requests:

- School and Team Recruitment: **September 30, 2019**
- Teacher Learning Experience and Team Recruitment (includes two in-person meetings): **Fall 2019**
- Submit DRMS and/or IRB Request prior to **September 25, 2019**
- Opening Forum: **January 23, 2020**
- Team Design Period: 8 weeks **January 23, 2020-March 19, 2020**
- Mid-way Coach Touchpoint (includes one in-person meeting 3-4 weeks into the 8 week cycle)
- Competition: **March 19, 2020**
- Teacher Learning Experience continued: Spring (includes two in-person meetings) **Spring 2020**
- One winning team will showcase their work at the Aspen Ideas Festival, **June 29-July 3**

#### V. Institute Trademarks

Except for the limited purposes set forth in this MOU (if any), the Institute does not authorize the use by JCPS of the trademark "The Aspen Institute," "Aspen Challenge" or any related trademark or logo of the Institute without the prior written consent of the Institute.

#### VI. Terms of Agreement

This MOU is at-will and may be modified by mutual written consent of authorized officials from Jefferson County Public Schools and the Aspen Institute.

This MOU shall become effective upon signature by the authorized officials from the both partners and will remain in effect until July 30, 2020 or modified or terminated by any one of the partners by mutual written consent. This MOU shall end on July 30, 2020.

Signature



Date 9/23/19

**Namita Khasat**

Executive Vice President, Finance & Administration, CFO, Corporate Treasurer |  
The Aspen Institute 2300 N St NW, Suite 700  
Washington, DC 20037

Signature

Date

**Dr. Martin Pollio**, Superintendent

Jefferson County Board of Education

3332 Newburg Road

Louisville, KY 40218

Office Phone: 502.485.3251 | Email: [mpollio@jefferson.kyschools.us](mailto:mpollio@jefferson.kyschools.us)

## **ATTACHMENT A**

### **A Scaffolded Partnership**

Over a three-year time period, the Institute will provide a set of comprehensive supports, designed to implement the challenge and build teacher capacity to do this work at a greater scale across the JCPS

- In Year One (Y1), the Institute and BFF will provide comprehensive and complete support and 100% of funding to execute the program. Select winning teams will attend the Aspen Ideas Festival.
- In Year Two (Y2), the Institute and BFF will enable a Louisville community partner to observe how we execute the program operations and we will continue to provide staff support and 60% of funding. The Aspen Institute and JCPS leaders will work together to secure the remaining 40% of funding. Prizes will vary. The parties acknowledge that should the District expend funds in the future to carry out the terms of the MOU, the District is bound by Kentucky state law regarding expenditures, including, but not limited to, procurement and contract requirements.
- In Year Three (Y3) and beyond—and as the Aspen Challenge launches in a new school district every year—the Aspen Challenge staff will provide guidance and connections to help JCPS (or community partner) take ownership and help build a robust, local support network to ensure a “local Challenge,” separate and apart from the Aspen Institute, that will continue for years to come. This support can take on many different forms: in-kind donations, funding, connections to events and platforms, logistical and training support, etc. On the professional learning side, the Institute will work collaboratively with JCPS leadership in Y1 & Y2 to build the appropriate capacity to support teachers driving this work in their classroom in Y3 & beyond.

### **Program Scope & Guiding Principles**

The Aspen Challenge guiding principles are as follows:

#### **Transformed Students**

- Provide tangible opportunities for youth to participate in collective action and grow their skills, knowledge and confidence to become tomorrow’s leaders.
- Expose students to opportunities they would not otherwise have. Target students for whom this opportunity would not be readily accessible, those who stand the most to gain from this kind of unique and powerful opportunity. The program should engage new participants each year.
- Win or lose, offer opportunities for students to gain the confidence to address and solve some of our country—and the world’s—most pressing issues. Along the way, they will also develop and strengthen the skills to address these problems as part of a team and in a larger community.

#### **Transformed Educators**



- Provide high quality opportunities for teachers to develop their teaching and leadership through additional workshops and training focused on the instruction and assessment of project-based learning and student agency.
- Provide opportunities for teachers to obtain PD credit through the work of the Aspen Challenge

#### Transformed Communities

- Establish a more engaged and informed youth community and create an opportunity for students to gain lifelong skills as change agents for their community and society at large.
- Inspire local financial sustainability while maintaining high-caliber programmatic and production offerings.
- Provide teams with support to expand their impact beyond the 8-week timeframe of core program offering.

The Aspen Challenge requires that the program is implemented with fidelity to the following criteria:

- Challenges must be concise, compelling, and digestible for the high school audience.
- Speakers for the opening forum must have robust experience with the theme or challenge they will be addressing and be comfortable working with high school students.
- Speakers must be amenable to working with the Aspen Challenge staff to best articulate a challenge for the high school audience.
- The Aspen Challenge does not pay honoraria to talent, but will cover travel, food, and lodging expenses as arranged by the Institute.
- Workshops for students and educators must pertain to the program content, and can encompass design practices, time management, public speaking, and presentation tools.
- Support materials for Aspen Challenge teams must be made available to all teams.
- Teams must adhere to competition rules and program policies as outlined in the Playbook.
- All solution design and implementation must be student-driven. Support and encouragement from coach, school, and other collaborative entities are highly encouraged.

The Aspen Challenge requires the following criteria for school and team eligibility:

- The teams are representative of the overall district composition (charter, magnet, pathway, traditional, and neighborhood demographics).
- Participating schools must have a student population with 25 percent (or more) qualifying for free or reduced lunch.
- Participation should amount to 20 teams from 20 schools for stated reasons below.
  - *Curriculum and Program Design*  
To provide the highest level of quality, the program is designed to include 20 teams. Each team is formed from one school and includes eight students, two

coaches (teachers). For various reasons—including student feedback, capacity within the program and the district, and presenter impact—200 students and educators from each district is the ideal number to provide a quality program for each participant.

- *Level of Support*

This program is about empowering students to make change in their own communities in an eight-week time period. To ensure students' success and to provide a high quality learning experience, maintaining a cap of 20 teams ensures that high-level support can be provided successfully.

- *Experience for Participants*

Both the opening forum and the student competition event are designed to energize, inspire and empower every participant. Exceeding or having less than 20 teams can hinder this experience. In addition, by having more teams, time for on-stage presentations can be compromised.

- *Participating Teachers*

- There is an expectation that all teachers will participate in before, during and after challenge training to deepen their understanding of the challenge, support their knowledge and skill gain as it relates to core challenge elements like PBL and Student Agency.
- All participating teachers will be eligible for PD credit upon successful completion of the Aspen Challenge. The program will work with the district to assess how to best position for participating teachers.

## Attachment B

### Conditions for 2020 Aspen Institute Funding to JCPS:

1. Aspen Institute will provide JCPS funding to cover the total cost of substitutes for the 40 teachers who will be out of the classroom on January 23, 2020 and March 19, 2020.
2. Aspen Institute will provide a stipend to each JCPS teacher who serve as a coach. These funds will be paid to teachers through the JCPS payroll process.

<b>Funding to JCPS</b>	
<b>Teacher/Coach Awards – 40 coaches @ \$1,000 each</b>	<b>\$40,000.00</b>
<b>Fringe Benefits on Teacher/Coach Stipends</b>	<b>\$2,304.00</b>
<b>Substitutes – 40 teachers @ \$165 per day @ 2 days per teacher</b>	<b>\$13,200.00</b>
<b>Fringe Benefits on Substitute Costs</b>	<b>\$804.00</b>
<b>Total Direct Costs</b>	<b>\$56,308.00</b>
<b>Indirect Costs @ 3.51%</b>	<b>\$1,976.00</b>
<b>TOTAL</b>	<b>\$58,284.00</b>





# THE ASPEN INSTITUTE

## SUBGRANT AGREEMENT

THIS Subgrant Agreement ("Agreement") is made by and between the Aspen Institute (herein the "INSTITUTE") and the Jefferson County Board of Education, doing business as the Jefferson County Public Schools District ("JCPS" or "GRANTEE"), with the address: 3332 Newburg Rd. Louisville KY 40218, effective upon signature.

WHEREAS, the INSTITUTE wishes to engage the GRANTEE in activities associated with The Bezos Family Foundation funded *Aspen Challenge*.

NOW, THEREFORE, it is agreed between the parties hereto that:

### **I. SCOPE OF WORK**

The GRANTEE shall assist with the *Aspen Challenge* in the following ways:

- Aspen INSTITUTE will award the Jefferson County Public Schools with sub coverage for the 40 teachers that miss classroom hours on January 23, 2020 and March 19, 2020 with \$165 per teacher, per day. GRANTEE shall facilitate payment to the substitute teachers.
- Aspen INSTITUTE will also award the Jefferson County Public Schools with a teacher stipend award for the 40 teachers for their coaching efforts in the amount of \$1000 per teacher. GRANTEE shall facilitate payment of the stipends through the Jefferson County Public Schools payroll system.

The key personnel providing these services via the GRANTEE will perform such work in a competent, thorough and professional manner. Changes to the planned activities will be subject to the mutual agreement of both parties, and any unused funds must be return to the INSTITUTE.

### **II. PERIOD OF PERFORMANCE**

The Grant Funds shall be available upon signature and ending on July 30, 2020 ("Grant Term").

### **III. BUDGET & REPORTING**

It is agreed and understood that the budget as specified in the Appendix shall be expensed as approved and in accordance with the terms of this Agreement. The GRANTEE agrees to provide supplementary budget information at the request of the INSTITUTE in a timely fashion in the form and content prescribed. Any amendments to the budget must be approved in writing by both the INSTITUTE and the GRANTEE

### **IV. PAYMENT METHOD**

The Grant funds will be disbursed in one installment totaling fifty-eight thousand, two hundred and eighty-four dollars (\$58,284) as follows:

Payment: \$58,284 disbursed following the receipt by the INSTITUTE of:

- 1) A countersigned copy of this Agreement
- 2) A completed copy of a Request for Payment Form / Invoice
- 3) A completed copy of a W-9 form (for U.S. based organizations)

## **V. GENERAL TERMS**

### **General Compliance**

The GRANTEE shall keep all records of the account in a manner that is consistent with generally accepted accounting principles. All disbursements from the account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, and other data, as appropriate. INSTITUTE may withhold payment allocation if GRANTEE fails to comply with the above requirements until such compliance is demonstrated.

Under United States Law, this grant fund may be expended only for charitable, scientific, literary or educational purposes. Specifically, no portion of the grant funds may be used for lobbying.

This grant is made only for the purposes stated in this Agreement, and it is understood that these funds will be used for such purposes. It is also understood that no substantial variances will be made from the agreed Scope of Work without prior approval in writing from INSTITUTE. Any grant funds not expended or committed for the purposes of this grant, or within the period stated above, shall be returned to INSTITUTE in a timely manner.

### **Lobbying Restrictions**

The grant funds provided under this sub-award may not be spent to carry on propaganda or otherwise attempt to influence specific proposed legislation or pending appropriations or introduce legislation in any country, including the United States, either through (i) direct communications with any member or staff of a legislative body, or (ii) urging members of the general public to contact members or staff of a legislative body; or (iii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive. Furthermore, the GRANTEE agrees that (i) the strategies and activities employed in the initiative will not simply present a case for or against any legislative positions, but rather will provide a reasoned, objective consideration of the relevant policy issues intended to enable participants to develop their own positions on any legislation that may be discussed, and (ii) the strategies and activities employed in this initiative will provide a "full and fair" exposition of the issues discussed and sufficient factual information for any participant to form their own conclusions about the matters discussed.

### **Termination and Suspension**

*For Cause:* INSTITUTE may terminate this Agreement for cause at any time, in whole or in part, upon written notice to the GRANTEE, whenever it is determined that the GRANTEE has failed to comply with the terms and conditions of the award.

*For Convenience:* This Agreement may be terminated by either party for convenience upon 30 days written notice to the other party.

*Suspension or Termination for Changed Circumstances:* If at any time the INSTITUTE determines that continuation of all or part of the funding for a project should be suspended or terminated because of changed circumstances, including but not limited to changes in or revocation of the associated grant award by the Bezos Family Foundation or because such assistance would not be in the national interest of the United States or would be in violation of an applicable law of the U.S., then the INSTITUTE may, following notice to the GRANTEE, suspend or immediately terminate this agreement in whole or in part and prohibit the GRANTEE from incurring additional obligations chargeable to this Agreement other than those costs specified in the notice of suspension during the period of suspension. If suspended, and if the situation causing the suspension continues for 60 days or more, then INSTITUTE may terminate this agreement on written notice to the GRANTEE and cancel that portion of this agreement which has not been disbursed or irrevocably committed to third parties.

*Termination Procedures:* Upon receipt of and in accordance with a termination notice as specified below, the GRANTEE shall take immediate action to minimize all expenditures and obligations financed by this award and shall cancel such unliquidated obligations whenever possible. The GRANTEE shall, within 30 calendar days after the effective date of such termination, repay to INSTITUTE all unexpended funds which were not otherwise obligated as of the date of notice of termination by a legally binding transaction applicable to this grant. Should the funds paid by the INSTITUTE to the GRANTEE prior to the effective date of the termination of this Agreement be insufficient to cover the GRANTEE's obligations in the legally binding transaction, the GRANTEE may submit to INSTITUTE within 90 calendar days after the effective date of such termination a written claim covering such obligations. INSTITUTE shall determine the amount(s) to be paid, if any, to the GRANTEE under such claim in accordance with the applicable cost principles.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

**The Aspen Institute**

Katie Fitzgerald  
The Aspen Challenge  
a program of the Aspen Institute

1000 N. Third Street  
Aspen, CO 81611

**Jefferson County Public Schools**

Tara Isaacs  
Jefferson County Public Schools  
Director, Division of Teaching and Learning

3332 Newburg Rd.  
Louisville KY 40218

*Disputes:* Any dispute under this Agreement shall be decided by INSTITUTE. INSTITUTE shall furnish the GRANTEE a written copy of the decision. Decisions of INSTITUTE shall be final unless, within 30 days of receipt of the decision by INSTITUTE, the GRANTEE appeals the decision to the Aspen



Institute's Chief Financial Officer. Any appeal made under this provision shall be in writing and addressed to the Chief Financial Officer, with a copy of the appeal concurrently furnished to INSTITUTE. In order to facilitate review on the record by the Chief Financial Officer, the GRANTEE shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided. A decision under this provision by the Chief Financial Officer shall be final.

#### **Documentation and Record Keeping**

The GRANTEE is required to maintain financial records for expenditures and receipts relating to this project, and to make such records available to INSTITUTE for inspection at reasonable times. In addition, please provide written reports relating to this grant as indicated below. It is important that all reports be submitted in a timely manner. Please indicate the grant number referenced on the Grant Agreement on all submissions.

INSTITUTE reserves the right to discontinue, modify or withhold any payments that might otherwise be due under this subaward, or to require a refund of all grant funds if, in INSTITUTE's judgment, the INSTITUTE's performance under the grant has not been satisfactory, if the report is not received in a timely manner that reflect the contractual agreement, or if grant funds have been misapplied.

#### **ACCEPTED AND AGREED by:**

**The Aspen Institute**



9/23/19

**Signature of Authorized Officer**

**(Date)**

Namita Khasat

Executive Vice President, Finance & Administration

Chief Financial Officer, Corporate Treasurer

**Jefferson County Public School**

**Signature of Authorized Officer** 

**(Date)**

## **APPENDIX**

### **Grant Budget**

<b>Substitute Coverage</b>	<b>(\$165.00 to 40 individual teachers for 2 days)</b>	<b>\$13,200</b>
<b>Fringe Benefits on Sub Costs</b>		<b>\$804</b>
<b>Teacher Award</b>	<b>(\$1000.00 to 40 individual teachers)</b>	<b>\$40,000</b>
<b>Fringe Benefits on Teacher Award</b>		<b>\$2,304</b>
<b>Indirect Costs at 3.51%</b>		<b>\$1,976</b>
<b>TOTAL Project-associated costs incurred on or before July 30, 2020</b>		<b>\$58,284.00</b>