

Board Office Use: Legislative File Info.	
File ID Number	14-1421
Introduction Date	6/25/14
Enactment Number	14-1131
Enactment Date	6/25/14



# Memo

**To** The Board of Education

**From** Gary Yee, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* \_\_\_\_\_

**Subject** Professional Services Contract -  
 \_\_\_\_\_ (contractor, City State)  
 \_\_\_\_\_ (site/department)

**Action Requested** Approval of a professional services contract between Oakland Unified School District and \_\_\_\_\_ . Services to be primarily provided to \_\_\_\_\_ for the period of \_\_\_\_\_ through \_\_\_\_\_ .

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The program allows UPA students to participate in submitting proposals for a student-designed experiment to fly aboard the final two flights of the United States Shuttle Program, and then the International Space Station (ISS).

**Discussion**  
*One paragraph summary of the scope of work.*  
 Approval by the Board of Education of a Professional Services Contract between the District and Oakland Schools Foundation, Oakland, CA, for the latter to provide services to support Urban Promise Academy students in attending and participating in the Student Spaceflight Experiments Program (SSEP) by and between the National Center for Earth and Space Science Education (NCESSSE) for the period of May 25, 2014 through June 4, 2014, in an amount not to exceed \$10,000.00.

**Recommendation** Approval of professional services contract between Oakland Unified School District and \_\_\_\_\_ . Services to be primarily provided to \_\_\_\_\_ for the period of \_\_\_\_\_ through \_\_\_\_\_ .

**Fiscal Impact** Funding resource name (please spell out) \_\_\_\_\_  
 \_\_\_\_\_ not to exceed \$ 10,000.00

- Attachments**
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications

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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

## PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between the Oakland Unified School District (OUSD) and Oakland Schools Foundation (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 5/25/2014 or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400, whichever is later. The work shall be completed no later than 06/04/2014.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Ten Thousand Dollars (\$10,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N/A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N/A which shall not exceed a total cost of \$ \_\_\_\_\_.
6. **CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: Claire Fisher  
Site /Dept.: Urban Promise Academy  
Address: 3031 East 18th Street  
Oakland, CA 94601  
Phone: (510) 436-3636

**CONTRACTOR:**

Name: Oakland Schools Foundation  
Title: David Korsak, Director of Finance & Administration  
Address: 1000 Broadway, Ste 300  
Oakland, CA 94607 94601  
Phone: (510) 221-6968 x702

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

- 1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
- 2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

**9. Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

**10. Insurance:**

- 1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
  - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

**11. Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: \_\_\_\_\_

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.  
 CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
 Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

**Summary of terms and compensation:**

Anticipated start date: 5/25/2014 Work shall be completed by: 06/04/2014 Total Fee: \$ 10,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

- President, Board of Education
- Superintendent or Designee

Date

Contractor Signature

Date

Secretary, Board of Education

Date

Print Name, Title

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between the District and Oakland Schools Foundation, Oakland, CA, for the latter to provide services to support Urban Promise Academy students in attending and participating in the Student Spaceflight Experiments Program (SSEP) by and between the National Center for Earth and Space Science Education (NCESSSE) for the period of May 25, 2014 through June 4, 2014, in an amount not to exceed \$10,000.00.

SCOPE OF WORK

Oakland Schools Foundation will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$ 10,000.00 . Services are anticipated to begin on 5/25/2014 and end on 06/04/2014 .

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

To support Urban Promise Academy students in attending and participating in the Student Spaceflight Experiments Program (SSEP) by and between the National Center for Earth and Space Science Education (NCESSSE). The SSEP is a national STEM (Science, Technology, Engineering, and Mathematics) education program.

The program allows UPA students to participate in submitting proposals for a student-designed experiment to fly aboard the final two flights of the United States Shuttle Program, and then the International Space Station (ISS).

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## **Student Spaceflight Experiments Program Agreement**

This Student Spaceflight Experiments Program (“SSEP”) Agreement (this “Agreement”) is made this 25th day of April 2014, (the “Effective Date”) by and between the National Center for Earth and Space Science Education (“NCESSSE”), a Project of the Tides Center, a California 501(c)(3) non-profit, and Urban Promise Academy (the “Client”) (each a “Party” and collectively the “Parties”).

WHEREAS NCESSSE launched SSEP (<http://ssep.ncesse.org>) as a national STEM (Science, Technology, Engineering, and Mathematics) education program in June 2010, providing school districts, and even individual schools, the ability to submit proposals for a student-designed experiment to fly aboard the final two flights of the United States Space Shuttle Program, and then the International Space Station (“ISS”).

WHEREAS SSEP provides for each participating school district or school to submit proposals resulting from an experiment design competition held at their local level, and appropriate for students in grades 5-16.

WHEREAS SSEP reserves a spot for at least one flight-certified mini-laboratory to fly on ISS for each participating school district or school, and provides a kit to assemble, load, and seal their mini-laboratory in advance of the flight;

WHEREAS SSEP provides resources for student proposer teams and their Teacher Facilitators, and provides a suite of programmatic resources for the school district or school holding the design competition to engage the wider community;

WHEREAS NCESSSE has a separate agreement with NanoRacks, LLC, a Nevada limited liability company, and where SSEP on-orbit educational research opportunities on ISS are enabled through NanoRacks LLC, which is working in partnership with NASA under a Space Act Agreement as part of the utilization of the International Space Station as a National Laboratory.

WHEREAS Client wishes to participate in SSEP Mission 6 to ISS and become a member of the SSEP Community Network.

NOW THEREFORE, the Parties intending to be legally bound hereby agree to the terms and conditions set forth herein.

1. **PURCHASE OF SSEP**. Client agrees to purchase and NCESSSE agrees to sell a SSEP Community Program, which provides for a number of Program Elements.

Program Elements that are included in this Agreement as part of the purchase of a SSEP Community Program, other expected and potential expenses not covered in this Agreement and borne by the Client, and Requirements and Restrictions on Community Participation in the SSEP are described in the attached hereto and incorporated herein as Exhibit A.



2. **TIME OF PERFORMANCE.** NCESSE will provide the Program Elements associated with the purchase of a SSEP Community Program in accordance with the Schedule of Performance agreed to by both Parties and attached hereto and incorporated herein as Exhibit B.

The start of the SSEP Community Program (the "Start Date") shall be the Effective Date of this Agreement.

NCESSE agrees to use its best efforts to adhere to the timeframe established by the Schedule of Performance. Client acknowledges that NCESSE may encounter modifications to the Schedule of Performance due to causes beyond its control, including without limitation, acts of God, and modifications made by NASA or contractors acting on behalf of NASA. A detailed description of these specific means by which the Schedule of Performance can be impacted and modified is provided as part of Exhibit A Section V. In the event of such modification, NCESSE shall promptly notify Client, and NCESSE's obligation under the Schedule of Performance shall be extended accordingly. In no event shall NCESSE be penalized or be in default for modifications to the Schedule of Performance for the foregoing reasons.

3. **PRICE, PAYMENT, METHOD OF PAYMENT AND TAXES.** The total cost for Client participation in SSEP is **Twenty One Thousand Five Hundred Dollars, \$21,500** ("Total Cost"), with the following cost breakdown reflecting customization for the Client:

i.	participation in SSEP Program	\$21,500
ii.	additional Package of 5 FME Mini-lab Kits (\$250 per Package)	n/a
iii.	additional Experiment Slot on Mission 6 to ISS (\$13,000 each)	n/a
iv.	the following supplemental programming component(s) delivered through NCESSE's <i>Journey through the Universe</i> initiative:	n/a
<hr/>		
	Sub-Total:	\$21,500

Funds to be provided separately to NCESSE in support of, and required for, the Client's Participation: [from CASIS (\$3,000); Subaru of America (\$1,000)] \$4,000

Balance Due: \$17,500

Client shall make payments as follows:

- a. 50% of the Subtotal above (\$6,750) is due on the Effective Date of this Agreement;
- b. 50% of the Subtotal above (\$10,750) is due on May 29, 2014;

**All fees due hereunder shall be paid in United States dollars, by check drawn on a United States bank.**

**NOTE: Checks for payments "a" and "b" above shall be made out to Tides Center.**

**All payments shall be sent to the following address:**

**NCESSE / TIDES CENTER  
Attention: Jeff Goldstein  
PO Box 2350  
Ellicott City, Maryland, 21041-2350**

All amounts payable under this Agreement are exclusive of any sales, use, excise, property or any other taxes arising hereunder. Late payments can lead to termination of the Client's SSEP participation, and in such case, there shall be no refund of any payments already made by the Client to NCESSE.

The Total Cost does not include other expenses that Client will or may have to separately incur, including without limitation: optional cost of travel to the launch site to view the launch (assuming NASA makes a launch viewing opportunity available to SSEP delegations); shipping charges associated with the Client's delivery to Houston, and the return to the Client, of the flight mini-laboratory; shipping charges associated with the Client's delivery to NCESSE, and return to the Client, of the Mission Patch(es) selected for flight; and cost of travel to the SSEP National Conference, and any associated registration fees (if such Conference is held). Other potential expenses to the Client are provided in Exhibit A.

4. **STATEMENT OF QUALIFICATION.** In order to qualify for SSEP Program participation, the Client will submit an Implementation Plan to NCESSE, and have the Plan approved by NCESSE, in advance of this Agreement. Approval by NCESSE is recognition that the Implementation Plan as put forward by the Client meets with all requirements for the Client's participation in SSEP.

5. **REPRESENTATIONS AND WARRANTIES.** NCESSE and Client each represents and warrants to the other that:

- a. It will comply with all federal, state, local and municipal laws, rules and regulations that are now or may in the future become applicable to the Party's responsibilities covered by this Agreement; and
- b. It has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed pursuant to this Agreement and to carry out the transactions contemplated hereby.

6. **DISCLAIMER.** OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NCESSE MAKES NO WARRANTIES, OR TERMS OR CONDITIONS (EXPRESS, IMPLIED OR STATUTORY), AS TO THE SSEP, THE CLIENT'S PARTICIPATION IN SSEP, OR ANY OTHER MATTER UNDER THIS AGREEMENT AND NCESSE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **LIMITATION OF LIABILITY.** NCESSE SHALL NOT BE LIABLE FOR LOST PROFITS, REVENUES, OR ANY SPECIAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT FOR ANY DAMAGES, NOR SHALL NCESSE'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO NCESSE HEREUNDER.

8. **INDEMNIFICATION.** The parties agree to indemnify and hold harmless the other party as follows:

- a. **Indemnification by NCESSE.** NCESSE agrees to indemnify, defend and hold harmless Client, its directors, officers, employees and agents, against any claim, demand, suit, or costs, including reasonably attorney's fees, to the extent such suit or action is based on a claim that (i) constitutes a

- breach of the NCESSSE representations and warranties in this Agreement, or (ii) arises out of the gross negligence or willful misconduct of NCESSSE, its directors, officers, employees and agents.
- b. **Indemnification by Client.** Client agrees to indemnify, defend and hold harmless NCESSSE, its directors, officers, trustees, employees and agents, against any claim, demand, suit, or costs, including reasonably attorney's fees, to the extent such suit or action is based on a claim that (i) constitutes a breach of the Clients representations and warranties in this Agreement, or (ii) arises out of the gross negligence or willful misconduct of Client, its directors, officers, employees and agents.

9. **TERM.** This Agreement will commence on the Effective Date and continue until the completion of the last undertaking provided for in the Schedule of Performance, or another date as determined in writing by the Parties, possibly as a result of a modification in the Schedule of Performance as described in Paragraph 2.

10. **TERMINATION.** Either Party may terminate this Agreement by giving thirty (30) days written notice in the event that the other Party commits a material breach or substantial default of obligations under this Agreement that is not cured after thirty (30) days from the receipt of written notification of such breach. Upon the effective date of termination of this Agreement all obligations under this Agreement expire, except those set forth in Paragraph 5-8, and 11-17, which shall survive the termination or expiration of this Agreement.

11. **RELATIONSHIP OF PARTIES.** NCESSSE and Client are and at all times shall be and remain independent contractors as to each other, and at no time shall either be deemed to be the agent of the other, and no joint venture, partnership, agency or other relationship shall be created or implied hereby or herefrom. Except as is expressly set forth herein, each Party shall bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like.

12. **PROPRIETARY MATERIALS.** Client shall have a nonexclusive license to use SSEP-related content on the SSEP website (<http://ssep.ncesse.org>) and contained in any of the program materials listed in Exhibit A. NCESSSE retains all proprietary rights to such content and materials and Client acquires no ownership or proprietary rights in the content and materials.

13. **GOVERNING LAW.** This Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to any conflict of laws principals. The Parties hereby consent to the personal jurisdiction of the courts of the County of San Francisco, California, and waive any rights to change venue.

14. **SEVERABILITY.** If any provision of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such provision in other circumstances, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law.

15. **WAIVER.** No requirement of the Agreement shall be deemed waived or varied, nor shall either Party's failure or delay to take advantage of any default of the other Party constitute a waiver of a Party's rights hereunder, or a waiver of a Party's right to take advantage of any subsequent or continued breach by the other Party of any covenant, term or condition contained in this Agreement.

16. **NOTICES.** Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given, if in writing and given by personal delivery, by certified mail, return receipt requested, postage prepaid, by email as a scanned document, or by facsimile transmission to:

**Client (Must be Completed by Client)**

NCESSE

Name: \_\_\_\_\_

Name: Dr. Jeff Goldstein

Title: \_\_\_\_\_

Title: Center Director

Address: \_\_\_\_\_

Address: NCESSE / TIDES CENTER

PO Box 2350

Ellicott City, Maryland, 21041-2350

Phone: \_\_\_\_\_

Phone: 301-395-0770

Email: \_\_\_\_\_

Email: [jeffgoldstein@ncesse.org](mailto:jeffgoldstein@ncesse.org)

17. **ENTIRE AGREEMENT.** This Agreement supercedes all prior agreements and constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by a duly authorized officer as of the Effective Date.

**NCESSE/Tides Center**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Dr. Jeff Goldstein

Name: Jane Levikow

Title: NCESSE Director

Title: Senior Vice President

Email: [jeffgoldstein@ncesse.org](mailto:jeffgoldstein@ncesse.org)

Email: [jlevikow@tides.org](mailto:jlevikow@tides.org)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Client**

**Note that the "Authorizing Official" below is an individual that has the authority to sign a contract for the Client. The "SSEP Community Program Director" is the individual responsible for oversight of the SSEP Program in the Client's Community, and will serve as the Client's liaison to NCESSE, and the National SSEP Program Manager.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

AUTHORIZING OFFICIAL

SSEP COMMUNITY PROGRAM DIRECTOR

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A:

### I. SSEP Abstract:

The Student Spaceflight Experiments Program (SSEP): 1) immerses students across a local community in a high profile science competition that is meant to result in spaceflight experiments designed by the students—the **Flight Experiment Design Competition**—in this case, an experiment to fly aboard the International Space Station (ISS) via “SSEP Mission 6 to ISS”, and 2) leverages the excitement by wrapping community-wide science education programming around the experience—the **Community Program**. It is about engaging students, their teachers, and their families in science education, with a focus on the process of inquiry, and in a manner that is customized to a school district’s strategic needs in STEM (science, technology, engineering, and mathematics) education.

The SSEP paradigm derives from the National Center for Earth and Space Science Education’s Core Beliefs, its embraced Learning Community Model for science education, and its heritage of delivering community-wide programming (see <http://ncesse.org>).

When designing SSEP, NCSSE had its pedagogical approach to STEM education in mind. SSEP empowers the student *as scientist*, and within the real-world context of science that is far more than exploration through inquiry. SSEP allows student teams to design an experiment like scientists, with real constraints imposed by the experimental apparatus, current knowledge, and the environment in which the experiment will be conducted; it allows students to propose for a real flight opportunity like professional scientists, bringing critical written communications skills to bear; it allows students to experience a real 2-step science proposal review process; it allows students to go through a real flight safety review like professional researchers; and it provides students their own science conference, where they are immersed in *their* community of researchers, communicating their thoughts, ideas, and experimental results to their peers. Science is more than a way of thinking and interacting with the natural world. Science is more than a book of knowledge. Science is also a complex social landscape filled with challenges, and the need for multi-faceted and successful communication with ones peers. SSEP is about introducing *real* science to our next generation of scientists and engineers.

### II. Program Elements Provided through the Purchase of a SSEP Community Program:

This Agreement is for the sale to the Client of a “SSEP Community Program”. The Following Program Elements are provided as part of this Agreement:

#### II.1 Program Elements Associated with the SSEP Mission 6 to ISS Flight Experiment Opportunity and Experiment Design Competition

##### a. A Package of Five Mini-Laboratory Kits and a Reserved Spot for a Mini-Laboratory Aboard ISS for the Client’s Community

Experiments flown on the ISS, through SSEP Mission 6 to ISS, will be conducted in the NanoRacks’ **Fluids Mixing Enclosure (FME) Mark II Mini-Laboratory**. The FME is a very simple mini-laboratory designed to carry small samples of fluids and solids—the **Experiment Samples**—and provides for the samples to be mixed at an appropriate time in orbit by the astronaut assigned to the SSEP Mission 6 payload. The FME allows a student team to explore the effects of microgravity on a physical, chemical, or biological system contained in the mini-lab.

Each FME is a cylindrical tube 6.7 inches long (17.1 cm), with an outer diameter of 0.5 inches (1.3 cm). It can contain one, two, or three separate volumes of fluids and/or solids (designated the Type 1, Type 2, and Type 3 FMEs). One can equivalently think of the FME as one, two, or three small test tubes that can be mixed in orbit.

Each Client will receive a package of five FME Kits, each Kit providing all the parts for the assembly and loading of a flight certified Type 1, Type 2, or Type 3 FME.

Each Client will receive a reserved spot for an FME on ISS, and be provided all flight services for the launch and return to Earth of their FME.

The Client is responsible for assembly, loading, sealing, and shipping to Houston of the FME to be transported to ISS. On receipt of the FME after its return to Earth, the Client is responsible for unsealing the FME and harvesting the Experiment Samples.

Specifications for the FME; constraints on its use; operation of the FME on orbit; launch services to and from ISS; thermal controls that are and are not available for the Client's mini-lab over its journey from the Client's community, to ISS, and back to the Client; and Client assembly, loading, sealing, and shipping of the mini-lab, and harvesting of experiment samples from the mini-lab on its return, are all covered on the **SSEP Mission 6 to ISS: Mini-Laboratory Operation** page found at:

<http://ssep.ncesse.org/current-flight-opportunities/ssep-mission-6-to-the-international-space-station-iss/ssep-mission-6-to-iss-mini-laboratory-operation/>

**IMPORTANT NOTE: Student experiments MUST be designed to the operational constraints of the FME, and the constraints of transport to and from orbit, or the Client risks loss of their mini-lab spot on ISS.**

**b. Restrictions on Experiment Samples That Student Teams Can Use**

Each SSEP experiment selected for flight must pass a NASA Flight Safety Review. The review is conducted by NASA Toxicology at Johnson Space Center, and is meant to ensure that the fluids and solid materials to be used in the experiment—the **Experiment Samples**—pose no risk to the astronaut crew. The level of risk depends on the toxicity of the experiment samples and how well they are contained in the mini-lab. The more “**levels of containment**” that are engineered into the mini-lab, the less the restrictions on the experiment samples. For each SSEP flight opportunity, NCESSSE and NanoRacks work hard to ensure a high probability that each of the experiments passes Flight Safety Review. This is done by assessing the safety features engineered into the mini-lab to be used, and what restrictions this assessment imposes on allowable experiment samples.

As a benchmark of success, all of the 96 SSEP experiments selected for flight on the first seven SSEP flight opportunities (SSEP on STS-134 – Shuttle Endeavour, SSEP on STS-135 – Shuttle Atlantis, and SSEP on Missions 1 through 5 to ISS) passed Flight Safety Review and flew.

For SSEP Mission 6 to ISS, the FME mini-lab used has three nested and sealed enclosures surrounding the fluids and solids to guard against an accidental release into the crew cabin. The

FME is said to have **three levels of containment**, and this provides so much redundancy against an accident that virtually any fluids and solids can be used by a student team. However, the following are requirements regarding the fluids and solids used in the FME mini-lab:

*i. Restricted Samples:* The following are restrictions on samples (fluids and solids) for SSEP flight opportunities to ISS:

- no:
  - radioactive fluids or solids
  - perfumes
  - hydrofluoric acid
  - magnets
  - cadmium
  - beryllium

**A finalist proposal submitted to NCESSE that contains any of these substances will be automatically rejected, and will not move forward to the Step 2 Review Board for review.**

- If a sample being considered is listed in the **NanoRacks List of Problematic Samples** document (found in the Document Library at the SSEP website), which details samples that may pose a problem for the mini-lab's silicon tube, the Client is asked to check with NCESSE if that sample can be used. A determination will likely be dependent on proposed amount and concentration.
- **Note that NanoRacks and NASA reserve the right to refuse other substances or items not included in the list above based on their hazard potential. If a Client's student team is considering an experiment that makes use of something that may be deemed hazardous to crew and space station (*i.e.*, hazardous enough that there is concern that the student team is handling these substances; or mixing may result in excess heat and/or pressure inside the tube leading to loss of containment), the Client is advised to alert NCESSE as soon as the potential hazard is identified as part of experiment brainstorming so that NanoRacks can assess the hazard and any potential impact on NASA Flight Safety Review.**

**The final decision on whether an experiment passes Flight Safety Review – whether the proposed experiment samples are acceptable – is NASA's and out of the control of NCESSE and NanoRacks.**

*ii. Human Samples:* All human Samples, such as blood, will need to be tested for Hepatitis B, Hepatitis C, HIV-1, HIV-2, HTLV-1, and HTLV-2.

*iii. Material Safety Data Sheets:* each student team is required to provide a standard Materials Safety Data Sheet (MSDS) for each of their experiment samples (fluids and/or solids). A MSDS should be supplied by the vendor from which you purchase a sample. For those samples where a MSDS is not typically provided by the vendor, *e.g.*, Tilapia fish eggs, NCESSE will

provide the team the necessary guidance to submit the needed safety paperwork without undue burden.

*iv. Specificity of Samples*: NCESSSE and NanoRacks require that each flight experiment team provide, as part of their proposal, the level of specificity for their experiment fluids and solids (both biologicals and non-biologicals) as is required by NASA for Flight Safety Review (*e.g.*, specific description of substance, volume to be used, concentration to be used). The Client is directed to the document **Required Specificity for Description of Experiment Samples** available for download from the Documents Library.

#### c. Teacher and Student Proposer Resources

The following resources are provided:

*i. Ongoing Technical Assistance*: Technical assistance is available to student teams throughout the experimental design process, to help with an understanding of the design constraints imposed by the experimental apparatus, the flight timeline, and the on-orbit protocols for conducting the experiment; and to address any general flight experiment questions and concerns.

The SSEP Program Manager will serve as point of contact for all technical assistance questions and will maintain and oversee the suite of Teacher and Student Proposer Resources. The Program Manger can be reached using the **Contact** page at the SSEP website (<http://ssep.ncesse.org>).

*ii. The SSEP website (<http://ssep.ncesse.org>)*: the website is designed to be a comprehensive, online, easy to read environment with full details of the Student Space Flight Experiments Program. It includes important pages for Student Teams and their Teacher Facilitators concerning the experiment design competition, the process of experiment design, mini-laboratory specifications and operation, and flight operations.

*iii. The Document Library, and the Student Proposers Resource Library*: The **Document Library** found on the SSEP website provides SSEP participating communities all the documents necessary to conduct the SSEP. All documents referred to throughout the SSEP website, as well as additional resource documents, are found in the Library. This Library serves as a single download point for all documents.

The Documents Library also includes the **Student Proposers Resource Library** containing important information on the science of microgravity, case studies of microgravity experiments in the mini-lab to be used, and proposal requirements to help guide student proposers on experimental design, proposal submission, and experiment samples submission.

*iv. FAQs*: Two separate types of FAQs are maintained for SSEP participants, both of which are updated as questions are received by the SSEP Team. The **SSEP Program FAQ** addresses general program questions, while the **SSEP Flight Experiment FAQs** address questions specifically regarding experiment design, the flight hardware to be used, and the experiment design constraints.



v. *To Teachers – How to Move Forward*: This page at the SSEP website is designed to get teachers up to speed on the Student Spaceflight Experiment Program in a straightforward manner, and to get their students moving forward on experiment design. This page provides a step-by-step recipe for facilitated engagement in the classroom.

#### d. Experiment Design Competition

The student experiment to fly in the mini-lab slot reserved for the Client will be selected as a result of an experiment design competition held by the Client in the Client's community. The Client designates the grades 5-16 student audience that is to participate in the competition.

**IMPORTANT NOTE: the maximum number of participating students is 3,200 unless NCESSE grants an exception.**

*Review Process*: The selection of the winning proposal will be undertaken via a 2-step formal review process. The Client will set up a Step 1 Review Board, which can be established with local science educators and local area researchers. The task of the Step 1 Review Board is to review all proposals from across the Client's community—based on the proposal review criteria found in the **Flight Experiment Proposal Guide's** related documents, titled **Background for Teachers** and **Background for Students** (all found in the Document Library)—and choose **THREE** finalist proposals for each mini-lab slot reserved for the Client aboard ISS (the Baseline SSEP Program Cost only provides a single mini-lab slot for a Client). The Client then forwards the finalist proposals to NCESSE for formal review by a Step 2 Review Board—a national team of professional scientists and engineers, and distinguished STEM educators—for flight experiment selection. The Step 2 Review Board will select one experiment to fly from the Client's finalist proposals, for each mini-lab slot you have reserved. This 2-step proposal review process models a real call for proposals for a flight opportunity by NASA.

The approach described above serves to: 1) engage the Client's community in the selection process, which in and of itself is a teachable moment for students and teachers, 2) limit to a manageable number the total number of proposals received for review by SSEP, and 3) allow the Client's community to be of any size—given the community forwards only **THREE** finalist proposals to SSEP for each experiment slot the Client has reserved.

*Relevance to Real World Science*: The competition mirrors how professional scientists propose, conduct, and report on their research programs. It is a real world, multifaceted process that is far broader than just submitting an experimental write-up. It requires critical thinking in order to pose a good scientific question, and creatively designing an experiment and experimental procedures that might provide an answer to the question. It requires a good understanding of the experimental constraints imposed by the flight opportunity. It requires an understanding of core knowledge—often across many disciplines—as the foundation for framing the experiment. And it involves important communication and writing skills to: justify the proposed experiment, put forward a competitive proposal, and ultimately report results to the larger scientific community.

The proposal review criteria are therefore reflective of the entire process and the skill set each student team must bring to the opportunity. It is not simply about assessing whether a proposed experiment will pass a Flight Safety Review. This program is truly designed to let students BE scientists.

## II.2 Program Elements Associated with the Community Program

Listed below are the **Community Program** elements that are provided under this Agreement—

### a. General Program Resources

#### *i. The Main SSEP Website: <http://ssep.ncesse.org>*

The website serves as a comprehensive clearing house for SSEP program information. The website also contains the **SSEP National Blog**, providing the latest program news and updates.

**IMPORTANT NOTE: All SSEP participants in the Client's community (students, teachers, and other stakeholders) are advised to subscribe to the SSEP Blog on the SSEP Home Page to keep up-to-date. The Blog is the primary source of SSEP news.**

#### *ii. SSEP Community Network Hubsite: <http://ssep.ncesse.org/communities>*

The **Community Network Hubsite** provides an online gathering spot to explore all SSEP activities across the network of participating communities. The Hubsite includes **Community Profiles**; a **SSEP In the News** page providing links to media coverage across the nation; a **SSEP In Our Own Words** page, providing a sense of program impact from the leadership, teachers, and students in participating communities; a showcase for **Experiments Selected for Flight**; and video libraries of student research teams presenting at the SSEP National Conference at the Smithsonian National Air and Space Museum. If you want to keep up with the world of SSEP, the **Hubsite** is the place to go.

#### *iii. Student Team Clips Archived at YouTube*

The Client is invited to submit video clips produced by classes in their community that are designing SSEP experiments. A clip can address the SSEP experience as the class sees fit, and can be submitted any time. Clips will be featured on the SSEP Community Network Hubsite.

### b. Student Voices of Mission Control

For each participating community NCESSSE will offer to set up a Twitter account where students designated by the Client can serve as the community's Student Voices of Mission Control, providing real-time, ongoing coverage of the flight of the Client's experiment, from pre-flight preparations, to launch, flight operations, and return to Earth. Individual Twitter accounts can be followed at Twitter, or will be viewable as an aggregated stream, along with tweets from the astronauts and official NASA Twitter accounts, at the SSEP Community Network Hubsite. The goal is to provide live, interactive coverage of the *local experience* for both a national and global audience.

### c. Mission Patch to Fly in Space – A Student Design Competition

Community-wide engagement, and cross-disciplinary learning are also cornerstone objectives for SSEP in the context of the embraced Learning Community Model for STEM education. In this spirit, NCESSSE is providing the opportunity for students across the Client's community to design a Mission Patch as part of a local art and design competition. A Mission Patch is a paper 3.5-inch x 3.5-inch square emblem that captures the spirit of the community's SSEP experience. NCESSSE will fly the winning Mission Patch as part of the payload containing the Client's experiment. While participation in the Mission Patch competition should be open to at least the students participating in the SSEP experiment design competition, NCESSSE encourages each community to broaden participation by opening the design competition to wider student involvement across, e.g., grades K-12, and to classes beyond STEM disciplines.

To fly a Mission Patch requires the Client to submit, and NCESSSE to approve, a "Patch Plan" demonstrating that at least hundreds of students will be engaged in the art and design competition across the community. On a case-by-case basis, NCESSSE will also consider flying two patches for the Client, resulting from two Mission Patch competitions. To fly two Mission Patches requires a Client to submit, and NCESSSE to approve, a "2-Patch Plan" which demonstrates that 1) each patch competition justifiably targets different audiences, *e.g.*, one competition for lower grades (grades K-4) and one for upper grades (grades 5-12), and 2) that at least hundreds of students will be engaged in each competition.

### III. Options that May be Purchased by the Client through this Agreement:

Four optional elements are available to the Client at an additional cost. They are described below, and if selected for purchase by the Client, will be identified as such in Paragraph 3 of the attached Agreement.

#### 1. Purchase of Additional Fluids Mixing Enclosure (FME) Kits

The Baseline Program Cost includes a Package of 5 FME Kits. Each Kit allows assembly of a flight certified FME ready for loading of experiment samples, sealing, and shipping to Houston for incorporation into the SSEP Payload scheduled for flight to ISS. The FME Kits can be used to assess the operation of the FME mini-lab, design and refine experiments, prepare an FME for flight to ISS, and conduct formal ground truth experiments while the flight experiment is ongoing.

The Client can opt to purchase additional Packages, each containing 5 FME kits, at a cost of \$250 per Package (includes shipping).

#### 2. Reserving Additional Mini-Laboratory Slots

This option allows a Client to fly 2 (or more) mini-labs, hence 2 (or more) experiments. One approach might be to conduct one competition for a slot reserved for grades 5-8 and one for a slot reserved for grades 9-12, so that middle school students are not competing directly with high school students. The community submits 3 finalist proposals for each additional mini-lab slot. The cost per additional mini-lab slot is \$13,000.

#### 3. Expanding the Number of Students Participating in the Design Competition

A Client may want more than 3,200 students to participate in the experiment design competition in their community. The added cost is dependent on the scope of the expanded program.

#### 4. Optional Programming

There is a diverse array of optional programming that the Client can purchase, all of which is delivered through NCESSSE' *Journey through the Universe* program, including: a National Team of scientists and engineers spending up to a week in the community, talking to up to 2,000 students one classroom at a time; family and public programming; and a suite of professional development workshops and institutes for grade K-12 educators.

Through choice of available content and programming resources, communities small and large can create a customized *Journey through the Universe* program tuned to SSEP, that reflects the community's *strategic* needs in STEM education; can be delivered *systemically* across an entire school district; and is designed to be *sustainable*.

Visit the *Journey through the Universe* page at the NCESSSE website as a one-stop-shop for program details, including a comprehensive set of links to pages on program design, pedagogy, assessment, available content, connections to standards and NCLB, and to extensive testimonials from the educational leadership in communities across the nation.

<http://ncesse.org/programs/journey-through-the-universe/>

IV. Additional expenses, and potential expenses, to the Client not covered by the Agreement for the purchase of a SSEP Community Program:

The Client is responsible for any and all costs associated with the following:

1. Experiment samples (fluids and solids): the cost of the experiment samples to be used in the student experiments. (Note that client experiences to date include a large number of vendors for experiment samples that have provided samples at no charge to the clients due to the nature of the SSEP and the visibility it affords.)

2. Shipping Costs: cost of FedEx for: 1) the Client to send the flight-ready FME to Houston for integration into the SSEP Payload; 2) the Client to send the Mission Patch(es) to NCESSSE, and the return of the Mission Patch after the flight; and 3) NanoRacks to send the FME to the Client, after return to Earth, if a community representative does not travel to Houston for pickup.

3. Step 1 Review Board: all costs associated with meetings of the community's Step 1 Review Board, and associated activities.

4. Travel to the Launch Site: all costs associated with optional travel for the Client's students, teachers, administrators, and family members to the launch site at Kennedy Space Center (KSC) in Florida or the Mid-Atlantic Regional Spaceport (MARS), Wallops Island, Virginia, for viewing the launch of the SSEP payload, assuming NASA makes a launch viewing site available to SSEP. **This assumes that the Mission 6 to ISS ferry flight launches from the U.S. on a U.S. commercial vehicle and not from Kazakhstan on a Soyuz vehicle. NASA has full authority to identify, or change, the ferry flight used for the SSEP Mission 6 to ISS payload at any time.**

5. SSEP National Conference in Washington, DC:

NCESSSE is planning to hold 2014 and 2015 SSEP National Conferences in the nation's capital, in likely early July each year, where student teams from SSEP on Mission 6 to ISS participating communities can present on their experiment designs, and those teams that flew experiments can report preliminary results. NCESSSE wants to immerse students in the experience of a science conference. Given that SSEP is dedicated to providing students the ability to step into the shoes of scientists and engineers, a conference should be part of the experience.

The conference will also include featured presentations by space scientists and engineers who will passionately talk about human exploration, and hopefully inspire many young women and men in the audience.

The 2011, 2012, and 2013 Conferences were held at the Smithsonian's National Air and Space Museum, one of the most visited museums on the planet. The conferences took place in the *Moving Beyond Earth* Gallery, where student teams provided power point presentations on their experiment designs and results. The Museum's visiting public was invited to watch the conference as part of the

Museum's visitorship experience. Student teams also presented to the public using conference display boards in the Space Race gallery. Visit the **National Conference** page at the SSEP website for more information about the 2011, 2012, and 2013 Conferences.

The SSEP National Conference is considered an Additional Expense given that all conference travel costs, including airfare, hotel, meals, and miscellaneous travel, are the responsibility of the conference attendees. In addition, a registration fee per attendee *may* be required to cover costs associated with conference venue rental, AV rental, and assistance by venue staff. These costs are not covered in the SSEP Baseline Program Cost. Note that the 2011, 2012, and 2013 SSEP National Conferences did not require a registration fee given it was held at the National Air and Space Museum as a joint program with the Museum's Education Division. As such, there was no charge for venue use, and NCESSSE was able to cover the cost of AV and the Museum's staff time.

NCESSSE and the Museum hope to hold the 2014 Conference at the Museum in early July, and the expectation for this conference is that there will be no registration fee.

**IMPORTANT NOTE: While the expectation is that the National Air and Space Museum will host the 2014 conference, if they decline then NCESSSE will be required to rent a venue. To underwrite such a cost, NCESSSE will explore identifying national underwriters, as well as charging a conference registration fee per attendee. Whether the conference will take place will therefore depend on the cost of the venue, the required registration fee, and the level of attendance projected by the Client's community and the other participating communities.**

V. Requirements and Restrictions on Community Participation in the SSEP:

The attached Agreement must reflect commitments and obligations that are in force through:

- i) a separate agreement between NanoRacks, LLC, and NCESSSE, for the SSEP Mission 6 to ISS flight opportunity, and
- ii) Space Act Agreement SAA-SOMD 6355 dated September 9, 2009 ("SAA") enacted by NASA with NanoRacks, LLC, to procure space services including, but not limited to, flight opportunities and space station operations. The SSA gives NanoRacks the right to convey space payload opportunities on ISS.

In accordance with these separate agreements—

1. *Ferry Flights to and from ISS:* Via NanoRacks, NCESSSE will provide the Client the following ferry flights to and from ISS for SSEP Mission 6:

Ferry Vehicle to ISS: **To Be Determined**; likely either SpaceX Dragon or Orbital Sciences Cygnus  
Current Launch Date: **To Be Determined**; targeting Spring 2014

Ferry Vehicle for Return to Earth: **To Be Determined**; likely a Soyuz vehicle  
Current Undocking/Landing Date: **To Be Determined**  
Landing Site: if Soyuz then Kazakhstan

Payload Duration on ISS: nominally 6 weeks, but can be, and has been, substantially longer than 6 weeks

The Client recognizes that the scheduled launch and landing dates, and consequently the payload duration in orbit, are subject to NASA review and modification. Should launch and/or landing schedules change, NanoRacks will work with NASA and NCESSSE to find an appropriate set of alternate ferry flights to and from the ISS. NCESSSE will inform the Client of any changes.

The Client recognizes that while launch and landing schedules may change, there are certain SSEP deadlines (*e.g.*, submission of student proposals), as defined on the Schedule of Performance that cannot be allowed to slip.

2. More generally, the Client recognizes that some or all aspects of the space flight program, including the flight opportunity and the launch date, the time aboard ISS, the ability of the crew to interface with the payload, or the specific mission that will carry the payload may change in date or duration, or become unable to be realized. NCESSSE and NanoRacks will not be held liable for any and all actions taken by NASA, or contractors acting on behalf of NASA.

3. The Client recognizes that NASA, or contractors acting on behalf of NASA, may require changes that could result in additional expenses to the educational program. NanoRacks will contact NCESSSE immediately if such a highly improbable situation arises, and will take no action without written authorization from NCESSSE. In the event that NCESSSE is unable to make the payments required by NASA or its contractors, the education program will be terminated. The Client recognizes that NCESSSE's ability to make the required payments will be dependent on the Client's ability, coupled with the ability of other clients participating in the SSEP Community Program, to secure additional funding.

3.1 Formal termination will be made through a notification from NanoRacks to NCESSSE, and the date of termination will be the date of the notification.

3.2 On termination, any payments that were not yet due to NCESSSE from the Client, hence not yet due to Nanoracks, are no longer required to be made to Nanoracks and NCESSSE.

4. The parties agree that the Liability and Risk of Loss provisions contained in Article 8 of the SAA, attached as Exhibit C to this Agreement, are incorporated into this Agreement and made a part of this Agreement. The term "Party" as used in Exhibit C shall mean the Client or NCESSSE for purposes of this Agreement.

5. The parties will hold each other harmless in the event of any change in policy, procedure or agreement instituted by NASA or any organization acting on its behalf, as well as based on any actions of NASA or any such organization acting on its behalf.

6. All future press releases or communications by the Client which specifically address the SSEP, and the Clients participation in SSEP, and that are intended for the general public, must be pre-approved by both NanoRacks and NCESSSE. Final say on the press release wording will rest with NanoRacks and NASA.

6.1 The Client must provide in advance all draft press releases, or communications intended for the general public, for both NCESSSE and Nanoracks review, and not doing so risks program termination for that education client. The Client will submit all drafts to NCESSSE.

6.2 All press releases or communications intended for the general public, and disseminated by the Client, must include:

"The Student Space Flight Experiments Program [or SSEP] is undertaken by the National Center for Earth and Space Science Education (NCESSSE; <http://ncesse.org>), a project of the 501(c)(3) Tides Center, in partnership with Nanoracks, LLC (<http://www.nanorackslc.com>).

This on-orbit educational research opportunity is enabled through NanoRacks LLC, which is working in partnership with NASA under a Space Act Agreement as part of the utilization of the International Space Station as a National Laboratory."

For short press releases or public communications, the Client can request if alternate shorter wording is possible. Such requests shall be directed to NCESSSE.

6.3 If the Client issues a press release or a communication intended for the general public that was not vetted and approved by NCESSSE and Nanoracks, then Nanoracks can ask NCESSSE to terminate the Client's participation in the SSEP.

6.4 NCESSSE and NanoRacks cannot control what is ultimately reported by the media. In cases of inaccurate, even negative reporting, Nanoracks cannot terminate the SSEP, and cannot request NCESSSE terminate the Client. It is recognized, however, that NASA has the right to take action it deems appropriate within the constraints specified by the SAA.

6.5 It is understood by the Client that there can be no endorsement stated or implied as coming from NASA of SSEP or of NCESSSE.

7. The Client cannot approach any NASA offices, or NASA staff with requests for support of their SSEP Community Program. All such requests must be made through NCESSSE, which will in turn take the request to NanoRacks. NanoRacks will review the request and determine if it should be forwarded to NASA. If such a request is made of NASA directly by the Client, NanoRacks can ask NCESSSE to terminate the Client's participation in the SSEP.

8. This Agreement does not permit the Client to sublease the mini-lab slot to any organization, either commercial or educational that intends to market the slots rather than use it themselves.

8.1 In the event that an organization does market to the general community one or more of the mini-lab slots, its place on the manifest can be withdrawn without due compensation.

9. NanoRacks is responsible for all aspects of the SSEP Mission 6 to ISS payload, interface with NASA, and assuring NASA provisions are followed by all participants, including NCESSSE and the Client.

### **Exhibit B: Schedule of Performance**

Below is a timeline of milestones for SSEP Mission 6 to the International Space Station (ISS), and covers activities associated with the experiment design competition, selection of flight experiments, launch, operations aboard ISS, and sample return to Earth.

#### **Phase 1: The Timeline through student experiments selection—**

**February 24, 2014: SSEP begins in all participating communities**

**March 14, 2014: Deadline for Community's One- or Two-Patch Plan to be Received and Approved by NCESSSE (see Mission 6 to ISS Mission Patch page on SSEP website)**

**March 18, 2014: NCESSSE ships 5 Fluids Mixing Enclosure Mini-lab (MixStik) Kits to Each Participating Community**

**February 24 – April 28, 2014: 9 weeks of Experiment Design and Proposal Writing in Participating Communities**

Community-wide engagement in SSEP; student teams frame experiments; student teams write and submit 5-page proposals to your community's lead organization on SSEP. Note: all proposing teams should be required to send a Notice of Intent to propose (NoI) to your community's lead organization on SSEP by **March 31**, so the size of your needed Step 1 Review Board can be determined and assembled in advance.

**April 25, 2014: Deadline for Signed Contract and First of Two Installments**

Final date for your community and SSEP to have a signed contract in place; by this date, SSEP must have received the signed contract, and a check to Tides Center (NCESSSE's parent non-profit) for 50% of the total cost.

**April 28, 2014: Deadline for Student Team Proposal Submission to Your Community's Lead Organization for Step 1 Review**

**April 28 – May 1, 2014:** proposals are processed by your community's lead organization on SSEP and distributed to your Step 1 Review Board.

**May 2-12, 2014:** your community's Step 1 Review Board completes review of proposals, and selects up to 3 finalist proposals for forwarding to SSEP for each experiment slot you have reserved. The Step 1 Review Board must only forward proposals that meet proposal requirements, as per the Proposal Requirements Checklist (found in the Flight Experiment Proposal Guide which is downloadable from the Document Library.) If the proposals are written in a language other than English, the finalist proposals must be translated into English before they are sent to SSEP for Step 2 review.

**May 12, 2014: Deadline for Finalist Proposals to be Received by NCESSSE Via Email by 10:00 PM ET (USA) for Step 2 Review; proposals submitted after this deadline will not be accepted**

**CRITICAL NOTE:** Proposals must be emailed to NCESSSE's Flight Operations Manager for SSEP, Stacy Hamel: [stacyhamel@ncesse.org](mailto:stacyhamel@ncesse.org)

**CRITICAL NOTE:** Once received, the Flight Ops Manager will determine if each proposal is complete. Incomplete proposals will not be accepted. If a proposal is incomplete, the submitting community will be notified as soon as possible, and have until the 10:00 PM ET deadline on May 12 to rectify the situation. This means that communities will want to get proposals to the Flight Ops Manager a few business days before the deadline to ensure there is time to address any missing information.



**May 13-14, 2014:** finalist proposals from across the world are processed by SSEP Team and distributed to Step 2 Review Board.

**May 20-21, 2014:** Step 2 Review Board Meets

**May 22, 2014: Flight Experiments Tentatively Selected**

NCESSE reviews Board's comments, assesses if there are any outstanding questions regarding fluids/solids to be flown, special handling instructions, and required astronaut interactions aboard ISS, and contacts student teams for any clarification or missing information. This milestone is not associated with a public announcement.

**May 22-29, 2014: Student Teams Lock Down Their Experiments**

Student Experiment teams finalize their: 1) List of Experiment Samples (fluids/solids to be flown), 2) special handling instructions, and 3) baseline experiment timeline for astronaut interactions, based on the feedback from the Step 2 Review Board.

**May 29, 2014: Flight Experiments Formally Selected**

A list of proposals selected for flight are posted on this website. This milestone is associated with a public announcement.

**May 29, 2014: Deadline for Second and Final Installment**

Deadline for NCESSSE to receive second and final installment from your community, with a check to Tides Center (NCESSSE's parent non-profit) for 50% of total cost, allowing program to proceed to the flight phase.

**May 29, 2014: Flight Experiment Details Submitted to NanoRacks**

NCESSSE provides experiment details to NanoRacks for delivery to NASA. These details must include the List of Experiment Samples (fluids and solids to be flown), with prescribed concentrations and volumes, to be given to NASA Toxicology for flight safety review; and the timeline for astronaut interaction with the experiment aboard the ISS, to be provided to NASA's ISS crew activities scheduling team.

**June 4, 2014: NASA Toxicology Receives List of Experiment Samples**

By this time NanoRacks provides the List of Experiment Samples to NASA Toxicology. NASA Toxicology requires receipt of the list 90 days in advance of launch. Launch must therefore take place no earlier than **September 2, 2014**.

**Phase 2: The timeline for selected experiments—**

Student teams with experiments selected for flight can continue to refine their experiments until they ship their loaded mini-laboratory to NanoRacks. Note, however, that any modification to the approved list of experiment samples (fluids and solids) for an experiment is limited to specifically **REDUCING** concentrations and volumes, and addition of new samples is **NOT** allowed. Also note that a sample can be removed entirely from the experiment's list of samples, which corresponds to reducing the concentration to 0.

During Phase 2, modifications to special handling instructions, and astronaut interaction times with the experiment aboard ISS, are possible in consultation with NCESSSE and NanoRacks prior to mini-lab submission to Houston.

**May 30, 2014: Deadline for NCESSSE to Receive Mission Patch(es) to Fly to ISS, by 5:00 PM ET (USA)**

**The following milestones are provided relative to the time of handover of the flight experiment mini-labs to NanoRacks in Houston. These milestones are subject to the very fluid nature of launch operations, and should be viewed as a nominal operations profile that is subject to significant change.**

**T= 0, Handover: Deadline for NanoRacks to Receive All Mini-labs from Flight Experiment Teams; Deadline for Any Updates to Fluid/Solid Concentrations, Crew Interactions and Activities, and Special Handling Requirements**

Once received, NanoRacks will log receipt of shipment, heat seal level 2 and 3 containment bags around each mini-laboratory, and load the mini-lab into the SSEP Mission 6 Payload.

**Current Target: Mid-October, 2014 (Aim for Launch Minus 4 Weeks)**

**T + 8 Days: SSEP Mission 6 Payload Turned over by NanoRacks to NASA for Vehicle Integration**  
**Current Target: Late October, 2014 (Aim for Launch Minus 3 Weeks)**

**Launch Minus 10 Days or Less: SSEP Mission 6 Payload Is Loaded into Ferry Vehicle**

**T + 4 Weeks: Launch of SSEP Mission 6 Payload to ISS**

**Current Target: Mid-November, 2014, (launch cannot be earlier than September 2, 2014)**

**T + 4.4 Weeks: Payload Transferred from Ferry Vehicle to ISS (Launch Plus Approximately 3 Days)**

**T + 10 Weeks: SSEP Mission 6 Payload Returns to Earth (Launch Plus Approximately Six Weeks)**  
**HOWEVER, NOTE DURATION ON ISS IS SUBJECT TO SIGNIFICANT CHANGE**

**Current Target: Late December, 2014**

**Return to Earth Plus 24-60 Hours: SSEP Mission 6 Payload Received by NanoRacks in Houston; Mini-labs Shipped Directly To Experiment Teams**

Mini-lab ships as soon as FedEx is open. Shipping will be done as per special handling requirements defined by flight experiment team, *e.g.*, pack mini-lab with cold packs or dry ice. International experimenters will need to have their mini-lab shipped to a U.S. address such as an embassy or a consulate, or have a representative pick up their mini-lab in Houston.

**Note that NanoRacks cannot absolutely control the activities of NASA and its ISS partners when they are handling the payload.**

**Exhibit C: Liability and Risk of Loss Provision**

**ARTICLE 8. LIABILITY AND RISK OF LOSS**

1. The objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

2. For the purposes of this Article:

a. The term "Damage" means:

- (i) Bodily injury to, or other impairment of health of, or death of, any person;
- (ii) Damage to, loss of, or loss of use of any property;
- (iii) Loss of revenue or profits; or
- (iv) Other direct, indirect, or consequential Damage.

b. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads, persons, or both.

c. The term "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

d. The term "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.

e. The term "Protected Space Operations" means all Launch Vehicle or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the IGA, MOUs concluded pursuant to the IGA, and implementing arrangements. It includes, but is not limited to:

- (i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and
- (ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA.

"Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS- related activities in implementation of the IGA.

f. The term "Related Entity" means:

- (i) A contractor or subcontractor of a Party or a Partner State at any tier;

- (ii) A user of a Party or a Partner State at any tier; or
- (iii) A contractor or subcontractor of a user or of a Party or a Partner State at any tier.

The terms "contractor" and "subcontractor" include suppliers of any kind.

The term "Related Entity" may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in paragraphs (2)(f)(i) through (2)(f)(iii) of this Article or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph (2)(e) above.

g. The term "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

### 3. Cross-waiver of liability:

a. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- (i) Another Party;
- (ii) A Partner State other than the United States of America;
- (iii) A Related Entity of any entity identified in paragraph (3)(a)(i) or (3)(a)(ii) of this Article; or
- (iv) The employees of any of the entities identified in paragraphs (3)(a)(i) through (3)(a)(iii) of this Article.

b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability, as set forth in paragraph (3)(a) of this Article, to its Related Entities by requiring them, by contract or otherwise, to:

- (i) Waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article; and
- (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article.

c. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

d. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

- (i) Claims between a Party and its own Related Entity or between its own Related Entities;
- (ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- (iii) Claims for Damage caused by willful misconduct;
- (iv) Intellectual property claims;

- (v) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph (3)(b) of this Article; or
- (vi) Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

e. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

# 2011 - 2012 ANNUAL REPORT



OAKLAND  
SCHOOLS  
FOUNDATION

[www.oaklandschoolsfoundation.org](http://www.oaklandschoolsfoundation.org)

# FROM THE DESK OF THE EXECUTIVE DIRECTOR



Fellow supporters of Oakland public schools,

As the following pages reflect, the Oakland Schools Foundation (OSF) carries into its tenth year a legacy of connecting Oakland public schools with the resources to support programs our students need most.

OSF's results – like the more than \$23 million we have helped raise for school programs since 2003 – speak for themselves, as do the factors that make this work critical for Oakland. Stark resource and opportunity gaps persist across our state, with California ranking near the bottom in per-student funding. What this means for students in Oakland's under-resourced schools is very real, and it is what drives our staff, every single day.

Entering our second decade as an education fund, we remain focused on our most important measure of success: accelerating student achievement in Oakland's highest-need communities. We help schools generate and manage resources that enrich learning by collaborating with schools on innovative and long-term strategies, and by partnering with the Oakland Unified School District to create equitable outcomes across the city.

I invite you to join us in this work. OSF's commitment to collaboration – with schools, the District, our supporters, and partners – is at the heart of our equity-based vision. I look forward to speaking with you about the information in this Annual Report and about the exciting work ahead of us.

In partnership,

Brian Stanley  
Executive Director

510-473-5745  
brian@oaklandschoolsfoundation.org



## OSF MISSION AND VISION

The Oakland Schools Foundation is a local education fund that secures and manages resources for Oakland public schools in order to support its vision of equity: that all students have the opportunity to achieve excellence.



Students at PLACE @ Prescott

“What OSF is doing for schools in the area of resource development, plus their flexibility and responsiveness around finance is so helpful. We identify what we need and they're able to respond to that. We cannot do this work without OSF.”

- Mark Triplett, Principal  
Urban Promise Academy

# OUR PARTNER SCHOOLS

In 2011-12, OSF worked with 36 public schools serving more than 12,000 students.

## K-5 SCHOOLS

Acorn Woodland Elementary  
Allendale Elementary  
Bridges Academy at Melrose  
Cleveland Elementary  
EnCompass Academy  
Fred T. Korematsu Discovery Academy  
Futures Elementary  
International Community School  
Learning Without Limits  
Manzanita Community School  
Manzanita SEED Elementary School  
Martin Luther King, Jr. Elementary  
New Highland Academy  
PLACE @ Prescott  
Reach Academy  
RISE Community School  
Think College Now

## K-8 SCHOOLS

ASCEND  
Greenleaf Elementary  
Melrose Leadership Academy  
Sankofa Academy

## MIDDLE SCHOOLS

Alliance Academy  
Bret Harte Middle School  
Elmhurst Community Prep  
Frick Middle School  
Roosevelt Middle School  
Roots International Academy  
United for Success Academy  
Urban Promise Academy  
West Oakland Middle School

## HIGH SCHOOLS

Castlemont High School  
Coliseum College Prep Academy  
Life Academy of Health  
& Bioscience  
McClymonds High School  
MetWest High School  
Oakland International High School

## OSF SCHOOL DEMOGRAPHICS

- 80% eligible for free or reduced-price lunch
- 96% students of color
- 60% English Language Learners



Students at Castlemont High School



# OSF SERVICES

## **FISCAL SPONSORSHIP AND MANAGEMENT**

Fiscal management and accountability are key to resource development. As a 501(c)(3), OSF provides schools fiscal sponsorship for grants, donations, and in-kind contributions. We help our partner schools be accountable to their supporters through rigorous budget management and consistent donor follow-up.

## **HUMAN RESOURCES MANAGEMENT**

As a fiscal sponsor for schools, OSF provides contractor and employee administration services for school programs funded by private grants and donations. OSF also employs its own program managers and coaches at schools sites to support school program development and implementation.

## **RESOURCE DEVELOPMENT**

Per-student funding is on a national decline, and California currently spends close to \$3,000 less per student than the national average. The growing resource and opportunity gaps in public education require that we look for resources beyond public funding to support our students. OSF provides grant writing, donor cultivation, and partnership development services to help partner schools generate diverse resource portfolios that support programs critical to student learning and success.

## **COMMUNICATIONS AND OUTREACH**

In order to cultivate student enrollment, community and family engagement, and resource development it is important that we share what is happening in our schools. To this end, OSF provides partner schools with communications and outreach services that include branding, website development, social media management, storytelling, mass mailings, photography, videography, and the development of communications materials such as newsletters, brochures, flyers, postcards, fact sheets, and PowerPoint presentations.

## **PROFESSIONAL LEARNING AND PROGRAM DEVELOPMENT**

OSF provides inquiry-based, participant-led, and student-centered professional learning services that convene leaders across schools to share and develop strategies, practices, and resources that cultivate program improvement and, ultimately, student learning and success. OSF currently hosts three professional learning communities: Family Engagement and Leadership Initiative (FamELI), Elementary Literacy Collaborative (ELC), and Wellness Initiative. 25 schools participate in these programs.

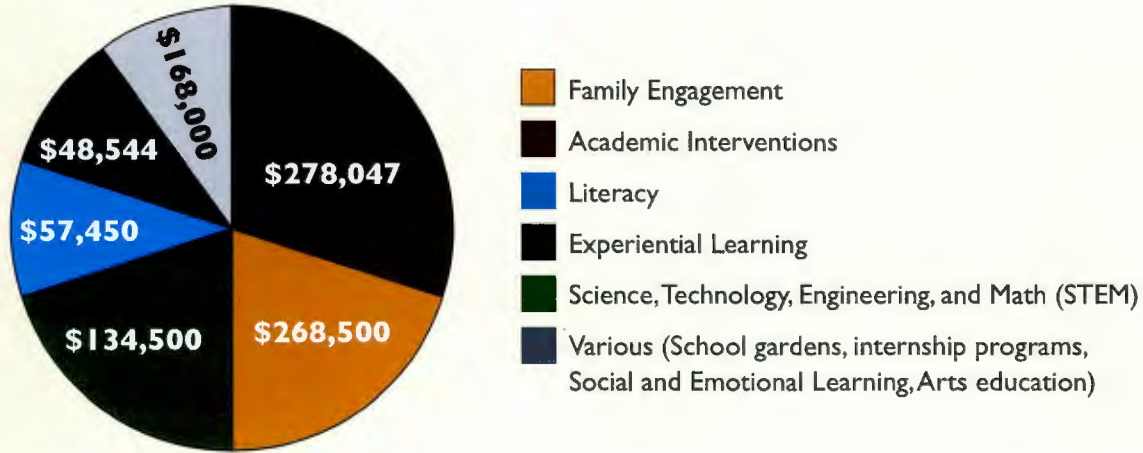
## **DISTRICT AND CITY-WIDE SERVICES**

OSF partners closely with the Oakland Unified School District to provide services that have a systemic impact across Oakland schools.

# RESULTS AND IMPACT

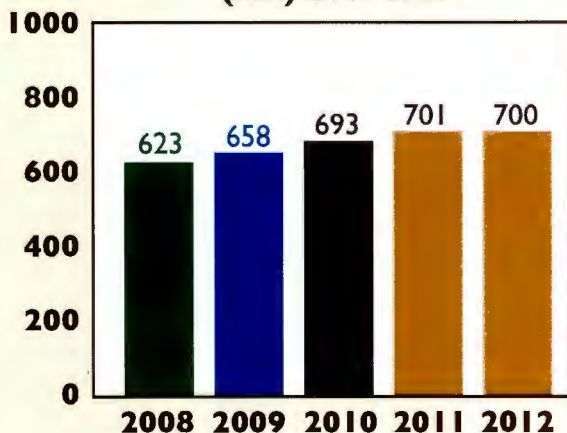
## OSF GRANTS FUNDING FOR SCHOOLS

OSF has helped 55 schools raise more than \$23 million in grants for key programs since 2003. In 2011-12, OSF helped 25 schools raise more than \$950,000 in grants for 63 programs. The graph below breaks down the major areas of funding.

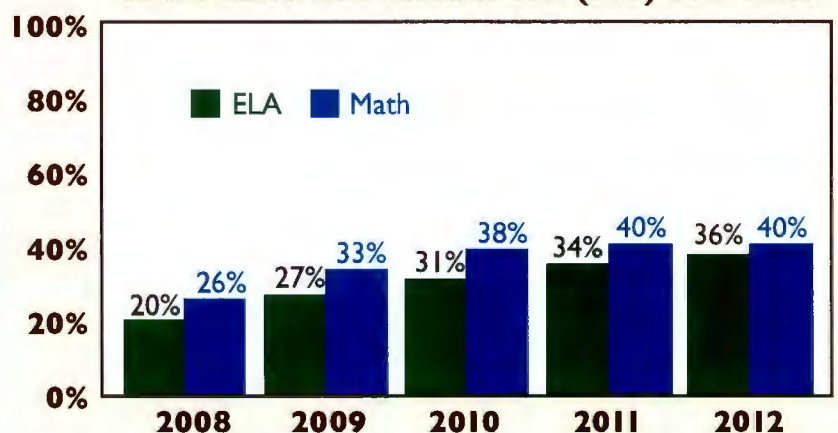


**OSF gets a four-to-one return on investment:** for every dollar schools invest in OSF, we generate at least four dollars for school programs.

**OSF PARTNER SCHOOLS: Academic Performance Index (API) Over time**



**OSF PARTNER SCHOOLS: Percentage of Students Who Scored Proficient or Advanced in ELA and Math on the California Standards Test (CST) Over Time**



## STATEMENT OF FINANCIAL POSITION

As of June 30, 2012

### ASSETS

Total Current Assets	\$2,105,243
Other Assets	\$4,584
<b>Total Assets</b>	<b>\$2,109,827</b>

### LIABILITIES

\$131,169

### NET ASSETS

Unrestricted	\$1,313,508
Temporarily Restricted	\$665,150
<b>Total Net Assets</b>	<b>\$1,978,658</b>

**TOTAL LIABILITIES AND NET ASSETS** **\$2,109,827**



Student at Frick Middle School

## STATEMENT OF ACTIVITIES

Year Ended June 30, 2012

### SUPPORT AND REVENUE

Support	\$2,038,993
Revenue	\$662,785
<b>Total Support &amp; Revenue</b>	<b>\$2,701,778</b>

### EXPENSES

Program	\$2,141,559
Management and general	\$227,932
Fundraising	\$58,076
<b>Total Expenses</b>	<b>\$2,427,567</b>

**Change in Net Assets** **\$274,211**

Net Assets, Beginning of Year \$1,704,446

**Net Assets, End of Year** **\$1,978,657**

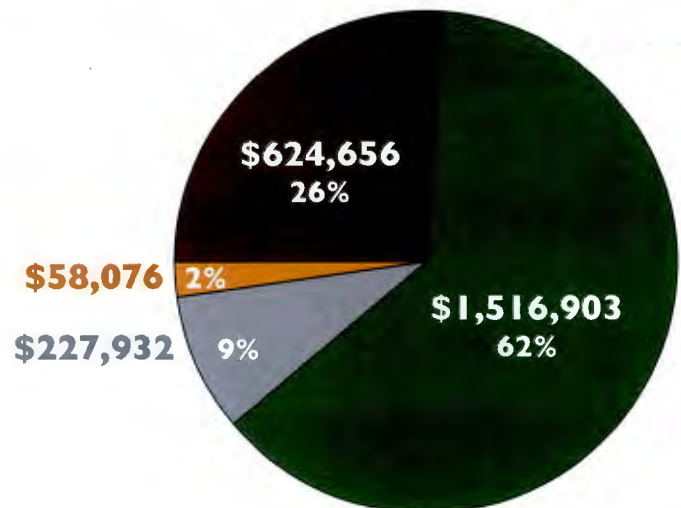
**88% of OSF's operating costs go directly to school service.**

**In other words, OSF spends just 12 cents of every dollar on in-house administrative costs.**

## BREAKDOWN OF EXPENSES

Year Ended June 30, 2012

- Program Expenses - Services to Schools
- Program Expenses - School Sites
- Management and General
- Fundraising



# OSF THANKS THESE FOUNDATIONS, CORPORATIONS, AND INDIVIDUALS FOR THEIR SUPPORT IN 2011-12:

## **\$50,000+**

Anonymous  
S.D. Bechtel Jr. Family Foundation  
The William H. Donner Foundation  
Walter and Elise Haas Fund  
Wayne and Gladys Valley Foundation  
Zellerbach Family Foundation

## **\$20,000 to \$50,000**

East Bay Community Foundation  
Pacific Gas and Electric Company  
Wells Fargo

## **\$10,000 to \$20,000**

Irene S. Scully Foundation  
Target Foundation  
Bernard and Alba Witkin Foundation

## **\$1000 to \$5000**

Alta Alliance Bank  
Anonymous  
Arntz Family Foundation  
Mary Burkhart  
Lloyd Lavagetto  
Elaine and Chuck Tope and McLaughlin  
Dan Quigley  
Brian Rogers  
Kavindar Singh  
Robert Spencer  
Brian Steel  
Chris Stotka  
Ellie and John Sutter

## **\$500 to \$999**

Charlene Akers  
Lillian Cordova-Lopez  
Rachel Cukierman  
Lily Hu  
Katrina Kellogg  
Jonathan Klein  
Richard Marcus  
Bruce Mast  
Eric Ng  
Khalilah Rasheed  
Dalya Sachs  
Andrea Saltzman  
Libby Schaaf  
Kenneth Schmier  
Marc and Alexis Stice  
David Sweet  
Bob and Diane Wagner

## **\$250 to \$499**

Stuart and Samantha Block and Nobles-Block  
Kevin and Patricia Bohm  
Mark Borsuk

Douglas & Amy Boxer  
Garrett C. Dailey  
Linda Davis  
Francisco Devries  
Carrie McPherson & Scott Douglass  
Education Pioneers  
Yew Joo Hoe  
Deborah Kaminski  
Bryan Tracey and Laurie Lober  
Dagmar Serota  
Phillip H. Tagami  
Miye Takagi  
Robert VanWesep  
Lyle C. Wing  
R. Neil and Susan Vance and Zimmerman

## **\$100 to \$249**

Tarliena Aamir-Balinton  
Joseph & Sharon Barrington  
Ophelia Basgal and Gary Fitschen  
Rachel Benham  
Cassandra Benjamin  
Amanda Brown-Stevens  
Michael Chen  
Scott Deskin  
Sally Van Etten  
Patrick Folan  
Mary Foley  
Earl Hamlin  
Joseph Haraburda  
Arthur and Susan Hartinger  
C.J. Hirschfield  
Charlton Holland  
Cornelius Hopper  
Benjamin B. & Andrea Johnson & Ravas  
Donald and Judith Jones  
Jonathan and Amanda Klein  
Raleigh Klein  
Peter E. Koszalka  
Michael & Avis Kowalewski  
Jeff Kutash  
Ellen Lee  
William Lester Jr.  
Mike McDermott  
Ann Miller and Chuck Raben  
Lester Olmstead-Rose  
Harry G. Prince  
Rachel Reinhard  
Deborah Richman  
Norma Jean Rogers  
Ruth Stroup  
Alva & Jennifer Svoboda  
William Tom  
Virginia Traxler  
Sharon Turner  
Mary and John Vardigan

Shehzad Y. Wadalawala  
Karola Wilkins  
Ian Williams  
Jain Williams  
Pat and Philip Williams

## **\$1 to \$99**

Voleine Amilcar  
Kelsea Ballantyne  
Adrienne Blum  
Juliet Bonczkowski  
Madeleine Clarke  
Sam Cunningham  
Sunny Daly  
Michael DeFabio  
Yvonne Eldridge  
Kimberly Nakahara Erickson  
John Fanning  
Maryellen Ferro  
Marian and Roger Gray  
Jan Grygier  
Tamara Henry  
Anthony King  
Jane Klein  
Brian Kolodziejski  
Margaret Lamb  
Tom Libby  
Patricia Mallan  
Tony Marcus  
Edward Martinez  
Catherine McLane  
Robert Menzimer  
Toni Moore  
Melanie Nuni  
Timothy M. Pariani  
Carmen Perea  
Dominica Phetteplace  
Ivan Rosales-Montes  
Samuel and Gina Saddik  
Katherine Schugren-Meyer  
Ann Segesman  
Lia Shigemura  
Diana Smith  
Franz Snyder  
Carla Spain  
Erika Strohlic Abelon  
Tim Sullivan  
Crystal Ulrich  
Julianne Vaccaro  
Amber Valdez  
Dorothy Vance  
Madeline Venable  
Eva Vincent  
Jørgen "Yogi" Vindum  
Faye White  
Kathryne Young

# STAFF

**Brian Stanley**  
Executive Director

**Amber Valdez**  
Associate Director

**Benj Vardigan**  
Communications Manager

**Tamara Dukes**  
Client Services Manager

**Alice Kuo**  
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Vice President of Finance and Operations

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Manager, Development

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**Helen Vance**  
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TO CONTACT OSF:  
PO Box 27148 Oakland, CA 94602  
(510) 510-842-3461 (phone) (510) 225-3350 (fax)  
[www.oaklandschoolsfoundation.org](http://www.oaklandschoolsfoundation.org)



# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2013-2014

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/> For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input type="checkbox"/> For All Consultants: Results page of the Excluded Party List ( <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a> )
	<input type="checkbox"/> For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/> For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/> For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) [kristin.elizalde@ousd.k12.ca.us](mailto:kristin.elizalde@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Oakland Schools Foundation	Agency's Contact	David Korsak
OUSD Vendor ID #	V053845	Title	Director of Finance & Administration
Street Address	1000 Broadway, Ste 300	City	Oakland
Telephone	(510) 221.6968 x702	State	CA
		Zip	94607
		Email (required)	david@oaklandschoolsfoundation.org
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	5/25/2014	Date work will end	06/04/2014	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
3010		9034876201	5825	\$ 10,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b>	R0411941		<b>Total Contract Amount</b>	\$ 10,000.00

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Claire Fisher	Phone	(510) 436-3636
		Site / Department	236 / Urban Promise Academy	Fax	(510) 436-3638
		Signature			Date Approved
2.	<b>Resource Manager, if using funds managed by:</b> <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
		Signature			Date Approved
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under , Over \$50,000				
		Signature			Date Approved
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
	Legal Required if not using standard contract	Approved	Denied - Reason	Date	
<b>Procurement</b>	Date Received		PO Number		