

## MEETING MINUTES - Colorado SKIES Academy

### Meeting

<b>Date</b>	Thursday, October 26, 2023
<b>Started</b>	5:45 PM
<b>Ended</b>	7:04 PM (MST)
<b>Location</b>	Colorado SKIES Academy 13025 Wings Way, Englewood, CO 80112 Zoom Meeting: <a href="https://zoom.us/j/7724665686">https://zoom.us/j/7724665686</a> Meeting ID: 772 466 5686 Dial in Number: 1-669-900-6833
<b>Purpose</b>	Regular scheduled meeting
<b>Chaired by</b>	Board Chair Tommy Bryan
<b>Recorder</b>	Dana Kirchmar

### Minutes

## 1. Opening Items

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### 1.1. Call The Meeting To Order & Welcome

- Member Forsythe called the meeting to order at 5:53 p.m

**Status:** Completed

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### 1.2. Roll Call

- Members Present: Ralph Forsythe, Jordan Ashley, Dana Kirchmar.
- Members Absent: Tommy Bryan, Mark Van Tine

**Status:** Completed

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### 1.3. Approve Agenda

- Upon Motion by Member Kirchmar to approve the Agenda, seconded by Member Kirchmar, the Motion passed unanimously.

**Status:** Completed

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### 1.4. Approve Minutes

- No action taken.

**Status:** Completed

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## 2. Public Comments

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### 2.1. Comments

- No comments were made.

**Status:** Completed

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### 3. Presentations to the Board

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#### 3.1. Curriculum Moment Presentation

- Updates were given on the University of Windsor trip, January India trip - 9 learners attending and Parent training at Exploration of Flight.

**Status:** Completed

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### 4. Discussion And Communication Items

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#### 4.1. Financial Report - G & G Consulting

- Auditor presentation was give by Stephanie Grassic.

**Status:** Completed

##### Documents

- Financial Report September 2023\_CSA.pdf
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#### 4.2. Director Report

**Status:** Completed

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#### 4.3. Maker Learning Network Report

**Status:** Completed

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#### 4.4. Committee Reports

- School Director Coryell stated she is looking for parent participation on the School Accountability Committee.
- Discussion was had regarding board recruitment of parent members.

**Status:** Completed

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### 5. Action Items

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#### 5.1. School Mission 2 Orbit Program Agreement

- Upon Motion by Member Forsythe to approve the Mission 2 Orbit Program Agreement, seconded by Member Ashley, the Motion passed unanimously.

**Status:** Completed

##### Documents

- Mission 2 Orbit Program Agreement FINAL 04.10.23.pdf
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### 6. Closing Items

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#### 6.1. Board Comments

- No comments were made.

**Status:** Completed

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## 6.2. Next Meeting Date

- November 16, 2023

**Status:** Completed

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## 6.3. Adjournment

- The meeting was adjourned at 7:04 p.m.

**Status:** Completed

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Date: November 16, 2023

Approval of Minutes:

Motion by: Member Kirchmar

Seconded by: Member Ashley

Unanimously Approved

Board Secretary, Dana Kirchmar

**COLORADO SKIES ACADEMY  
BOARD FINANCIAL DASHBOARD  
September 30, 2023**

	CSA	GREEN	YELLOW	RED
CURRENT RATIO(current assets/current liabilities)	1.08	1.75	1.5	1.25
CASH LIQUIDITY RATIO(cash/current liabilities)	1.08	1.5	1.25	1
DAYS CASH ON HAND	18	>90	<90	<50
FY24 ENROLLMENT FUNDING VARIANCE	\$ (578,051)	>0	0	<0

		GREEN	YELLOW	RED
PROJECTED UNASSIGNED FUND BALANCE	\$ (341,081)	> 10% of Expenses or \$236,708	> \$0	< \$0

BALANCE SHEET OVERVIEW	
TOTAL ASSETS	\$ 117,610
TOTAL LIABILITIES	\$ 108,424
FUND BALANCE	
6710 · Non-Spendable Fund Balance	\$ -
6721 · Restricted for TABOR	\$ 75,000
6770 · Unrestricted Net Assets	\$ 52,541
Net Income	\$ (118,355)
TOTAL FUND BALANCE	\$ 9,186

FY24 ENROLLMENT FORECAST				
	BUDGETED STUDENT COUNT	CURRENT ENROLLMENT	ENROLLMENT VARIANCE	VARIANCE IN FUNDING
Grade 6	90	35	-55	\$ (775,435)
Grade 7	37	44	7	\$ 98,692
Grade 8	33	40	7	\$ 98,692
<b>Total</b>	<b>160</b>	<b>119</b>	<b>-41</b>	<b>\$ (578,051)</b>

PROFIT & LOSS vs. BUDGET OVERVIEW			
	ACTUAL	ANNUAL BUDGET	% OF ANNUAL BUDGET
TOTAL INCOME	\$ 589,330	\$ 2,449,500	24%
TOTAL EXPENSES	\$ 707,685	\$ 2,367,083	30%
NET INCOME	\$ (118,355)	\$ 82,417	-144%

**Colorado Skies Academy**  
**Profit & Loss Budget vs. Actual**  
**July through September 2023**

	<b>Jul - Sep 23</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>1000 · Foundation Revenue</b>	148,671	646,074	-497,403	23%
<b>3000 · State Revenue</b>	17,742	92,794	-75,052	19%
<b>4000 · Other Federal grants</b>	0	2,250	-2,250	0%
<b>5710 · Per Pupil Revenue-PPR</b>	422,916	1,708,382	-1,285,466	25%
<b>Total Income</b>	<u>589,330</u>	<u>2,449,500</u>	<u>-1,860,170</u>	<u>24%</u>
<b>Gross Profit</b>	589,330	2,449,500	-1,860,170	24%
<b>Expense</b>				
<b>0100 · Salaries</b>	179,045	912,038	-732,993	20%
<b>0200 · Benefits</b>	49,298	342,464	-293,166	14%
<b>0300 · Professional svcs-assessment</b>	104,645	307,017	-202,372	34%
<b>0400 · Purchased Property Services</b>	230,227	110,626	119,601	208%
<b>0500 · Other Purchased Services</b>	102,458	558,110	-455,652	18%
<b>0600 · Supplies</b>	29,214	68,777	-39,563	42%
<b>0700 · Property</b>	3,150	12,000	-8,850	26%
<b>0800 · Other Objects</b>	9,648	56,051	-46,403	17%
<b>Total Expense</b>	<u>707,685</u>	<u>2,367,083</u>	<u>-1,659,398</u>	<u>30%</u>
<b>Net Ordinary Income</b>	<u>-118,355</u>	<u>82,417</u>	<u>-200,772</u>	<u>-144%</u>
<b>Net Income</b>	<u><u>-118,355</u></u>	<u><u>82,417</u></u>	<u><u>-200,772</u></u>	<u><u>-144%</u></u>

**Colorado Skies Academy**  
**Balance Sheet Prev Year Comparison**  
**As of September 30, 2023**

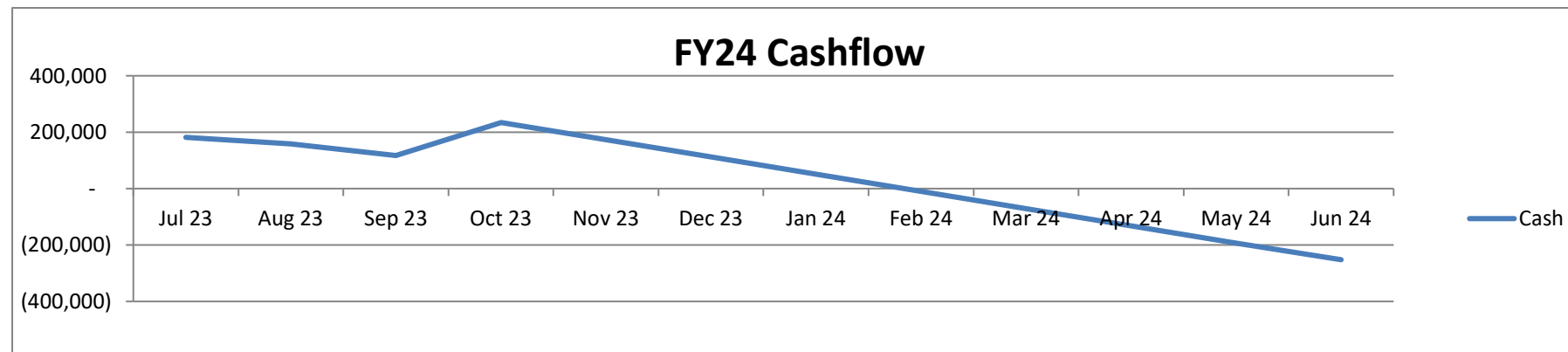
	<u>Sep 30, 23</u>	<u>Sep 30, 22</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
8101A · Checking	114,607	384,689	-270,082	-70%
8101D · PAC Checking Account	3,004	0	3,004	100%
<b>Total Checking/Savings</b>	<u>117,610</u>	<u>384,689</u>	<u>-267,079</u>	<u>-69%</u>
<b>Total Current Assets</b>	<u>117,610</u>	<u>384,689</u>	<u>-267,079</u>	<u>-69%</u>
<b>TOTAL ASSETS</b>	<u><b>117,610</b></u>	<u><b>384,689</b></u>	<u><b>-267,079</b></u>	<u><b>-69%</b></u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
7421B · Accounts Payable Bill.co	85,334	15,525	69,809	450%
<b>Total Accounts Payable</b>	<u>85,334</u>	<u>15,525</u>	<u>69,809</u>	<u>450%</u>
<b>Other Current Liabilities</b>				
7421 · Accounts Payable	22,515	238,149	-215,634	-91%
7471 · Payroll liabilities	575	24,039	-23,464	-98%
<b>Total Other Current Liabilities</b>	<u>23,090</u>	<u>262,189</u>	<u>-239,099</u>	<u>-91%</u>
<b>Total Current Liabilities</b>	<u>108,424</u>	<u>277,714</u>	<u>-169,290</u>	<u>-61%</u>
<b>Total Liabilities</b>	<u>108,424</u>	<u>277,714</u>	<u>-169,290</u>	<u>-61%</u>
<b>Equity</b>				
6721 · Restricted FB - Tabor Reserves	75,000	81,000	-6,000	-7%
6770 · Unrestricted Net Assets	52,541	147,772	-95,230	-64%
<b>Net Income</b>	<u>-118,355</u>	<u>-121,797</u>	<u>3,442</u>	<u>3%</u>
<b>Total Equity</b>	<u>9,186</u>	<u>106,975</u>	<u>-97,789</u>	<u>-91%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>117,610</b></u>	<u><b>384,689</b></u>	<u><b>-267,079</b></u>	<u><b>-69%</b></u>

**COLORADO SKIES ACADEMY  
CASH FLOW PROJECTIONS**

	Actual Jul 23	Actual Aug 23	Actual Sep 23	Forecast Oct 23	Forecast Nov 23	Forecast Dec 23	Forecast Jan 24	Forecast Feb 24	Forecast Mar 24	Forecast Apr 24	Forecast May 24	Forecast Jun 24	Approved Budget Totals	Actuals Combined with remaining budget	Potential Over/Under Budget based on Projections
<b>INCOME</b>															
1000 · Local Revenue Source	41,623	63,523	43,525	45,859	28,146	28,146	28,146	28,146	28,146	28,146	28,146	28,146	646,074	419,697	(226,377)
3000 · State Revenue	6,271	5,557	5,914	5,914	2,949	2,949	2,949	2,949	2,949	2,949	2,949	30,310	92,794	74,608	(18,186)
4000 · Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	2,250	2,250	2,250	-
5700 · PPR	140,972	140,972	140,972	140,972	88,876	88,876	88,876	88,876	88,876	88,876	88,876	88,876	1,708,382	1,274,894	(433,488)
	188,866	210,052	190,411	192,745	119,970	119,970	119,970	119,970	119,970	119,970	119,970	149,581	2,449,500	1,771,449	(678,051)
<b>EXPENSE</b>															
0100 · Salaries	52,119	61,634	65,292	65,292	65,292	65,292	65,292	65,292	65,292	65,292	65,292	65,292	912,038	766,673	(145,365)
0200 · Employee Benefits	14,561	16,265	18,473	22,167	22,167	22,167	22,167	22,167	22,167	22,167	22,167	49,528	342,464	276,166	(66,298)
0300 · Purchased Profess and Tech Serv	25,046	30,460	49,140	27,168	27,168	27,168	27,168	27,168	27,168	27,168	27,168	27,168	307,017	349,161	42,144
0400 · Purchased Prop. Services	62,310	96,973	70,944	(161,216)	16,089	16,089	16,089	16,089	16,089	16,089	16,089	16,089	110,626	197,719	87,093
0500 · Other Purchased Services	34,423	39,483	28,552	44,581	44,581	44,581	44,581	44,581	44,581	44,581	44,581	44,581	558,110	503,683	(54,428)
0600 · Supplies	2,621	22,285	4,308	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	68,777	68,777	-
0700 · Property	3,150	-	-	983	983	983	983	983	983	983	983	983	12,000	12,000	-
0800 · Other Objects	926	5,487	3,235	352	352	352	352	352	352	352	352	352	56,051	12,817	(43,234)
	195,155	272,587	239,943	3,723	181,028	181,028	181,028	181,028	181,028	181,028	181,028	208,389	2,367,083	2,186,995	(180,088)
Net Income	(6,289)	(62,535)	(49,531)	189,022	(61,058)	(61,058)	(61,058)	(61,058)	(61,058)	(61,058)	(61,058)	(58,808)	82,417	(415,546)	(497,963)
<b>SUMMARY RECAP</b>															
Beginning Cash Balance	167,072	181,715	158,942	117,610	234,127	173,069	112,012	50,954	(10,104)	(71,162)	(132,220)	(193,278)			
Current Month Income/(Loss)	(6,289)	(62,535)	(49,531)	189,022	(61,058)	(61,058)	(61,058)	(61,058)	(61,058)	(61,058)	(61,058)	(58,808)			
Non-Current AP & Misc.	20,932	39,762	8,200	(72,505)											
Ending Cash Balance	181,715	158,942	117,610	234,127	173,069	112,012	50,954	(10,104)	(71,162)	(132,220)	(193,278)	(252,086)			

\$ 53,076 TABOR

Outstanding AP \$ 60,204 \$ 96,295 \$ 107,849



-Cash flow forecasts are for presentation purposes to facilitate a board discussion.  
 -PPR, Mill Levy, Cap Construction, and District SPED fees are forecasted at 119 enrollment.  
 -Debt restructuring concluded in October. Reimbursement for three months of debt service is included.  
 -Unsecured grant/contribution revenue is removed from the local revenue forecast, but is in process.

Addendum



**Colorado Skies Academy**  
**Profit & Loss Budget vs. Actual Expanded**  
**July through September 2023**

	<u>Jul - Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
1000 · Foundation Revenue				
1740 · Fees & activities	22,636	32,000	-9,364	71%
1750 · Fundraisers	4	12,000	-11,996	0%
1760 · Gifts and Contributions	0	13,000	-13,000	0%
1920 · Grants - Foundations	0	100,000	-100,000	0%
1954 · Mill Levy Funds	123,295	373,794	-250,499	33%
1955 · Mill Levy Funds-O+M	0	105,280	-105,280	0%
1985 · Insurance Proceeds	2,737			
1990 · Miscellaneous Revenue	0	10,000	-10,000	0%
<b>Total 1000 · Foundation Revenue</b>	<b>148,671</b>	<b>646,074</b>	<b>-497,403</b>	<b>23%</b>
3000 · State Revenue				
3113 · Capital construction	17,742	63,397	-45,655	28%
3140 · English Language Prof Act-ELPA	0	2,036	-2,036	0%
3898 · State Pension Contribution	0	27,361	-27,361	0%
<b>Total 3000 · State Revenue</b>	<b>17,742</b>	<b>92,794</b>	<b>-75,052</b>	<b>19%</b>
4000 · Other Federal grants				
4367 · Title II	0	1,587	-1,587	0%
4424 · Title IV	0	663	-663	0%
<b>Total 4000 · Other Federal grants</b>	<b>0</b>	<b>2,250</b>	<b>-2,250</b>	<b>0%</b>
5710 · Per Pupil Revenue-PPR	422,916	1,708,382	-1,285,466	25%
<b>Total Income</b>	<b>589,330</b>	<b>2,449,500</b>	<b>-1,860,170</b>	<b>24%</b>
<b>Gross Profit</b>	<b>589,330</b>	<b>2,449,500</b>	<b>-1,860,170</b>	<b>24%</b>
<b>Expense</b>				
0100 · Salaries				
0110 · Salaries of regular employees				
0110.1 · Salaries Admin	57,750			
0110.2 · Salaries Professional	102,312			
0110.4 · Salaries Paraprofessional	0			
0110.5 · Salaries Clerical	18,984			
0110 · Salaries of regular employees - Ot	0	897,538	-897,538	0%
<b>Total 0110 · Salaries of regular employees</b>	<b>179,045</b>	<b>897,538</b>	<b>-718,493</b>	<b>20%</b>
0150 · Stipends	0	14,500	-14,500	0%
<b>Total 0100 · Salaries</b>	<b>179,045</b>	<b>912,038</b>	<b>-732,993</b>	<b>20%</b>
0200 · Benefits				
0211 · Life & STD Expense				
0211.1 · L&STD Insurance Admin	143			
0211.2 · L&STD Insurance Professional	368			
<b>Total 0211 · Life &amp; STD Expense</b>	<b>511</b>			
0221 · Medicare				
0221.1 · Medicare Admin	802			
0221.2 · Medicare Professional	1,429			
0221.4 · Medicare Paraprofessional	0			
0221.5 · Medicare Clerical	275			
0221 · Medicare - Other	0	13,225	-13,225	0%
<b>Total 0221 · Medicare</b>	<b>2,507</b>	<b>13,225</b>	<b>-10,718</b>	<b>19%</b>
0230 · Retirement-PERA				
0230.1 · PERA Admin	12,359			
0230.2 · PERA Professional	21,946			
0230.4 · PERA Paraprofessional	0			
0230.5 · PERA Clerical	4,062			
0230 · Retirement-PERA - Other	0	199,736	-199,736	0%
<b>Total 0230 · Retirement-PERA</b>	<b>38,367</b>	<b>199,736</b>	<b>-161,369</b>	<b>19%</b>
0250 · Health insurance				
0250.1 · Health Admin	1,950			
0250.2 · Health Professional	5,953			
0250 · Health insurance - Other	0	96,798	-96,798	0%
<b>Total 0250 · Health insurance</b>	<b>7,903</b>	<b>96,798</b>	<b>-88,895</b>	<b>8%</b>
0251 · Dental insurance				
0251.2 · Dental Professional	-56			
0251 · Dental insurance - Other	0	2,738	-2,738	0%
<b>Total 0251 · Dental insurance</b>	<b>-56</b>	<b>2,738</b>	<b>-2,794</b>	<b>-2%</b>
0252 · Vision Expense				
0252.2 · Vision Professional	67			
<b>Total 0252 · Vision Expense</b>	<b>67</b>			

**Colorado Skies Academy**  
**Profit & Loss Budget vs. Actual Expanded**  
**July through September 2023**

	<u>Jul - Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
0280 · State Pension Contribution	0	27,361	-27,361	0%
0290 · Other employee benefits	0	2,606	-2,606	0%
<b>Total 0200 · Benefits</b>	<b>49,298</b>	<b>342,464</b>	<b>-293,166</b>	<b>14%</b>
<b>0300 · Professional svcs-assessments</b>				
0313 · Banking service fees	979	21,000	-20,021	5%
0320 · Professional education svcs*				
0320b · Contracted Substitutes	12,572			
0320c · Educational	1,125			
0320 · Professional education svcs* - Oth	64,604	260,000	-195,396	25%
<b>Total 0320 · Professional education svcs*</b>	<b>78,301</b>	<b>260,000</b>	<b>-181,699</b>	<b>30%</b>
0331 · Legal services	6,030	7,433	-1,403	81%
0332 · Audit & accounting svcs	4,500	6,300	-1,800	71%
0334 · Consultant services				
0334c · Leadership Coaching/Training	350			
0334 · Consultant services - Other	1,000	5,000	-4,000	20%
<b>Total 0334 · Consultant services</b>	<b>1,350</b>	<b>5,000</b>	<b>-3,650</b>	<b>27%</b>
0340 · Technical services				
0340b · IT Service and Support	10,385			
0340 · Technical services - Other	2,055			
<b>Total 0340 · Technical services</b>	<b>12,440</b>			
0390 · Other Purchased Services	1,045	3,000	-1,955	35%
0300 · Professional svcs-assessments - Othe	0	4,284	-4,284	0%
<b>Total 0300 · Professional svcs-assessments</b>	<b>104,645</b>	<b>307,017</b>	<b>-202,372</b>	<b>34%</b>
<b>0400 · Purchased Property Services</b>				
0410 · Utilities	4,874	46,200	-41,326	11%
0421 · Trash Service	1,798	4,563	-2,765	39%
0422 · Snow Removal	0	3,000	-3,000	0%
0423 · Custodial Services	21,773			
0424 · Lawn Care	404			
0430 · Repairs & Maintenance	20,785	15,000	5,785	139%
0441 · Rental of land & buildings	177,816	21,673	156,143	820%
0442 · Rental of equipment	2,229	10,930	-8,701	20%
0490 · Other Purchased Property Servic	548	9,260	-8,712	6%
<b>Total 0400 · Purchased Property Services</b>	<b>230,227</b>	<b>110,626</b>	<b>119,601</b>	<b>208%</b>
<b>0500 · Other Purchased Services</b>				
0513 · Contracted Field Trips	532	5,000	-4,468	11%
0520 · Insurance Expense	734	58,910	-58,176	1%
0521 · Liability & Property Insurance	124			
0525 · Unemployment insurance	148	4,024	-3,876	4%
0526 · Workers' comp insurance	0	7,114	-7,114	0%
0531 · Telephone/fax/telecom	3,171	19,683	-16,512	16%
0533 · Postage & Delivery	0	900	-900	0%
0534 · Online Services	10,863	24,119	-13,256	45%
0540 · Advertising & Marketing	16,114	90,000	-73,886	18%
0550 · Printing	92	3,000	-2,908	3%
0580 · Travel, Registration, Entr-PD				
0580A · Food (Staff)	689	1,700	-1,011	41%
0580 · Travel, Registration, Entr-PD - Oth	4,204	3,000	1,204	140%
<b>Total 0580 · Travel, Registration, Entr-PD</b>	<b>4,893</b>	<b>4,700</b>	<b>193</b>	<b>104%</b>
0594 · District Purchased Services				
0594A · District Services-SPED	53,100	229,542	-176,442	23%
0594B · District Services-ELS	0	63,000	-63,000	0%
<b>Total 0594 · District Purchased Services</b>	<b>53,100</b>	<b>292,542</b>	<b>-239,442</b>	<b>18%</b>
0595 · District purchased svcs-admin	12,687	48,118	-35,431	26%
<b>Total 0500 · Other Purchased Services</b>	<b>102,458</b>	<b>558,110</b>	<b>-455,652</b>	<b>18%</b>
<b>0600 · Supplies</b>				
0610 · General supplies	3,756	6,682	-2,926	56%
0611 · Office supplies	5,528	9,545	-4,017	58%
0612 · Classroom Supplies	1,230	12,409	-11,179	10%
0613 · Custodial/Building Supplies	3,678	19,091	-15,413	19%
0616 · Assesment Supplies	0	1,050	-1,050	0%
0630 · Food (Student)	5,012	3,000	2,012	167%
0640 · Books & periodicals	841	7,000	-6,159	12%
0650 · Electronic media-software	9,170	10,000	-830	92%
<b>Total 0600 · Supplies</b>	<b>29,214</b>	<b>68,777</b>	<b>-39,563</b>	<b>42%</b>
<b>0700 · Property</b>				
0730 · Equipment	0	10,000	-10,000	0%
0732 · Vehicles	3,000			

**Colorado Skies Academy**  
**Profit & Loss Budget vs. Actual Expanded**  
**July through September 2023**

	<b>Jul - Sep 23</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
0733 · Furniture & fixtures	150	2,000	-1,850	8%
<b>Total 0700 · Property</b>	<b>3,150</b>	<b>12,000</b>	<b>-8,850</b>	<b>26%</b>
<b>0800 · Other Objects</b>				
0810 · Dues & fees	3,756	4,800	-1,044	78%
0830 · Interest & service chgs	37			
0840 · Contingency	0	51,251	-51,251	0%
0890 · Misc. expenses-fundraising	5,855			
<b>Total 0800 · Other Objects</b>	<b>9,648</b>	<b>56,051</b>	<b>-46,403</b>	<b>17%</b>
<b>Total Expense</b>	<b>707,685</b>	<b>2,367,083</b>	<b>-1,659,398</b>	<b>30%</b>
<b>Net Ordinary Income</b>	<b>-118,355</b>	<b>82,417</b>	<b>-200,772</b>	<b>-144%</b>
<b>Net Income</b>	<b>-118,355</b>	<b>82,417</b>	<b>-200,772</b>	<b>-144%</b>

## Colorado Skies Academy Bank Transaction Details As of September 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance	
<b>1072 · Bill.com Money Out Clearing</b>							<b>0.00</b>	
Bill Pmt -Check	09/05/2023	Bill.com	Gavin Allan Kunn	https://app02.us.bill.com/BillPay?id=blp02YJCHOXNSE1pvrcI	7421B · Accounts Payable Bill.com	-824.82	-824.82	
Bill Pmt -Check	09/05/2023	Bill.com	A Perfect Plumber	https://app02.us.bill.com/BillPay?id=blp02RSFLQWNWS1pvr6s	7421B · Accounts Payable Bill.com	-11,490.00	-12,314.82	
General Journal	09/05/2023	Bill.com		BILL 09/05/23 Payables Funding	8101A · Checking	12,314.82	0.00	
Bill Pmt -Check	09/06/2023	Bill.com	Orkin	https://app02.us.bill.com/BillPay?id=blp02KT0GGEKXB1q6jrh	7421B · Accounts Payable Bill.com	-116.99	-116.99	
General Journal	09/06/2023	Bill.com		BILL 09/06/23 Payables Funding	8101A · Checking	116.99	0.00	
Bill Pmt -Check	09/07/2023	Bill.com	Scoot Education Inc	https://app02.us.bill.com/BillPay?id=blp02GFIDHAZTO1q6jqp	7421B · Accounts Payable Bill.com	-1,132.00	-1,132.00	
General Journal	09/07/2023	Bill.com		BILL 09/07/23 Payables Funding	8101A · Checking	1,132.00	0.00	
Bill Pmt -Check	09/08/2023	Bill.com	Johnson Controls	https://app02.us.bill.com/BillPay?id=blp02GIBCPAYJ1qgb1k	7421B · Accounts Payable Bill.com	-6,799.06	-6,799.06	
General Journal	09/08/2023	Bill.com		BILL 09/08/23 Payables Funding	8101A · Checking	6,799.06	0.00	
Bill Pmt -Check	09/15/2023	Bill.com	Spectrum Enterprise	https://app02.us.bill.com/BillPay?id=blp02DQTXDIVAM1r9fi9	7421B · Accounts Payable Bill.com	-1,384.80	-1,384.80	
Bill Pmt -Check	09/15/2023	Bill.com	Waste Management	https://app02.us.bill.com/BillPay?id=blp02RBIDGHSK1r9fxt	7421B · Accounts Payable Bill.com	-385.12	-1,769.92	
Bill Pmt -Check	09/15/2023	Bill.com	Scoot Education Inc	https://app02.us.bill.com/BillPay?id=blp02YUFPATDU1r9fvs	7421B · Accounts Payable Bill.com	-1,548.00	-3,317.92	
Bill Pmt -Check	09/15/2023	Bill.com	John Cutler & Associates, LLC	https://app02.us.bill.com/BillPay?id=blp02WXJECMNL1r9fsm	7421B · Accounts Payable Bill.com	-4,500.00	-7,817.92	
Bill Pmt -Check	09/15/2023	Bill.com	Weston Landscape & Design Inc	https://app02.us.bill.com/BillPay?id=blp02NQDNDMVKR1r9frm	7421B · Accounts Payable Bill.com	-404.00	-8,221.92	
General Journal	09/15/2023	Bill.com		BILL 09/15/23 Payables Funding	8101A · Checking	8,221.92	0.00	
Bill Pmt -Check	09/20/2023	Bill.com	Colorado League of Charter Schools	https://app02.us.bill.com/BillPay?id=blp02RKHQDFCL1rqar0	7421B · Accounts Payable Bill.com	-2,817.84	-2,817.84	
General Journal	09/20/2023	Bill.com		BILL 09/20/23 Payables Funding	8101A · Checking	2,817.84	0.00	
Bill Pmt -Check	09/22/2023	Bill.com	Paper Wise	https://app02.us.bill.com/BillPay?id=blp02NLNGCNOUL1s29jk	7421B · Accounts Payable Bill.com	-40.00	-40.00	
Bill Pmt -Check	09/22/2023	Bill.com	ACWWA	https://app02.us.bill.com/BillPay?id=blp02ISXTBNMFL1s28bo	7421B · Accounts Payable Bill.com	-1,376.71	-1,416.71	
Bill Pmt -Check	09/22/2023	Bill.com	Frontier Business Products	https://app02.us.bill.com/BillPay?id=blp02FCVZLWWGS1s29gf	7421B · Accounts Payable Bill.com	-237.40	-1,654.11	
General Journal	09/22/2023	Bill.com		BILL 09/22/23 Payables Funding	8101A · Checking	1,654.11	0.00	
Bill Pmt -Check	09/28/2023	Bill.com	Maker Learning Network	https://app02.us.bill.com/BillPay?id=blp02ROFDGNZMG1slkb5	7421B · Accounts Payable Bill.com	-7,257.72	-7,257.72	
Bill Pmt -Check	09/28/2023	Bill.com	Maker Learning Network	https://app02.us.bill.com/BillPay?id=blp02LGNUAWBXQ1st2y	7421B · Accounts Payable Bill.com	-1,434.22	-8,691.94	
Bill Pmt -Check	09/28/2023	Bill.com	Elite System Integrators	https://app02.us.bill.com/BillPay?id=blp02HQQTYKGD1slco	7421B · Accounts Payable Bill.com	-2,055.00	-10,746.94	
Bill Pmt -Check	09/28/2023	Bill.com	Scoot Education Inc	https://app02.us.bill.com/BillPay?id=blp02MOEMBICXZ1sl8g	7421B · Accounts Payable Bill.com	-3,094.00	-13,840.94	
Bill Pmt -Check	09/28/2023	Bill.com	Maker Learning Network	https://app02.us.bill.com/BillPay?id=blp02ZBWTUNSOS1slkdz	7421B · Accounts Payable Bill.com	-783.85	-14,624.79	
General Journal	09/28/2023	Bill.com		BILL 09/28/23 Payables Funding	8101A · Checking	14,624.79	0.00	
Total 1072 · Bill.com Money Out Clearing							0.00	0.00
<b>8101A · Checking</b>							<b>155,859.24</b>	
Check	09/01/2023	Debit Card	Tattered Book Cover		0640 · Books & periodicals	-36.97	155,822.27	
Deposit	09/01/2023			Square	1740 · Fees & activities	169.62	155,991.89	
Check	09/01/2023	Debit Card	QR Code Generator		0534 · Online Services	-191.88	155,800.01	
Check	09/04/2023	Debit Card	Amazon		0610 · General supplies	-77.32	155,722.69	
General Journal	09/05/2023	Bill.com		BILL 09/05/23 Payables Funding	1072 · Bill.com Money Out Clearing	-12,314.82	143,407.87	
Deposit	09/05/2023			Square	1740 · Fees & activities	53.77	143,461.64	
General Journal	09/06/2023	Bill.com		BILL 09/06/23 Payables Funding	1072 · Bill.com Money Out Clearing	-116.99	143,344.65	
Check	09/06/2023	Debit Card	Amazon		0611 · Office supplies	-13.98	143,330.67	
Deposit	09/06/2023			Square	1740 · Fees & activities	737.06	144,067.73	
General Journal	09/07/2023	Bill.com		BILL 09/07/23 Payables Funding	1072 · Bill.com Money Out Clearing	-1,132.00	142,935.73	
Check	09/07/2023	Debit Card	Elite Speed Sports Performance		0320c · Educational	-1,125.00	141,810.73	
Check	09/07/2023	Debit Card	Amazon		0610 · General supplies	-81.92	141,728.81	
Check	09/07/2023	Debit Card	Amazon		0613 · Custodial/Building Supplies	-103.44	141,625.37	
General Journal	09/08/2023	Bill.com		BILL 09/08/23 Payables Funding	1072 · Bill.com Money Out Clearing	-6,799.06	134,826.31	
Check	09/08/2023	ACH	The Hartford		0520 · Insurance Expense	-398.46	134,427.85	
Check	09/10/2023	Debit Card	Amazon		0610 · General supplies	-59.99	134,367.86	
Check	09/11/2023	Debit Card	Ubiquiti Store USA		-SPLIT-	-10,647.20	123,720.66	

**Colorado Skies Academy**  
**Bank Transaction Details**  
 As of September 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
Check	09/11/2023	Debit Card	Ubiquiti Store USA		-SPLIT-	-113.36	123,607.30
Check	09/11/2023	Debit Card	Home Depot		0613 · Custodial/Building Supplies	-90.94	123,516.36
Check	09/11/2023	Debit Card	Amazon		0610 · General supplies	-90.07	123,426.29
Check	09/11/2023	Debit Card	Joann Stores		0610 · General supplies	-338.32	123,087.97
Check	09/11/2023	ACH	Square Inc.		1740 · Fees & activities	-200.00	122,887.97
Check	09/12/2023	Debit Card	Amazon		0610 · General supplies	-14.69	122,873.28
Check	09/12/2023	Debit Card	Amazon		0610 · General supplies	-33.30	122,839.98
Check	09/12/2023	ACH	LogMeIn Communications, Inc		0531 · Telephone/fax/telecom	-946.35	121,893.63
Deposit	09/13/2023		Square		1740 · Fees & activities	275.15	122,168.78
Check	09/14/2023	Debit Card	Micro Center		0610 · General supplies	-220.48	121,948.30
Check	09/14/2023	Debit Card	Ken Caryl Glass Inc.		0430 · Repairs & Maintenance	-827.00	121,121.30
General Journal	09/15/2023	9.14.23 PPR	Support Program - 2000-5000:2300 - Central Service: PPR pmt		0595 · District purchased svcs-admin	106,866.87	227,988.17
General Journal	09/15/2023	Bill.com		BILL 09/15/23 Payables Funding	1072 · Bill.com Money Out Clearing	-8,221.92	219,766.25
Check	09/15/2023	ACH	Bill.com		0313 · Banking service fees	-155.68	219,610.57
Deposit	09/15/2023		Square		1740 · Fees & activities	543.16	220,153.73
Check	09/15/2023	Debit Card	Amazon		0610 · General supplies	-9.21	220,144.52
Check	09/15/2023	Debit Card	Amazon		0613 · Custodial/Building Supplies	-48.99	220,095.53
Check	09/15/2023	Debit Card	Amazon		0610 · General supplies	-13.49	220,082.04
General Journal	09/15/2023	9.15.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Direct Deposits	0110.2 · Salaries Professional	0.00	220,082.04
General Journal	09/15/2023	9.15.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Checks	0110.2 · Salaries Professional	-1,001.72	219,080.32
General Journal	09/15/2023	9.15.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Tax	0110.2 · Salaries Professional	-47.90	219,032.42
General Journal	09/15/2023	9.15.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Trust	0110.2 · Salaries Professional	0.00	219,032.42
General Journal	09/15/2023	9.15.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Billing	0110.2 · Salaries Professional	0.00	219,032.42
Check	09/15/2023	ACH	Gravie Administrative Services, LLC		-SPLIT-	-2,627.42	216,405.00
Check	09/18/2023	Debit Card	Amazon		0611 · Office supplies	-15.74	216,389.26
Check	09/18/2023	1708	Erin Griffin		7471 · Payroll liabilities	-1,001.72	215,387.54
Deposit	09/19/2023		Square		1740 · Fees & activities	193.90	215,581.44
Check	09/19/2023	Debit Card	Amazon		0610 · General supplies	-87.51	215,493.93
General Journal	09/20/2023	Bill.com		BILL 09/20/23 Payables Funding	1072 · Bill.com Money Out Clearing	-2,817.84	212,676.09
Deposit	09/20/2023		Square		1740 · Fees & activities	314.97	212,991.06
Check	09/20/2023	Debit Card	Joann Stores		0612 · Classroom Supplies	-160.87	212,830.19
Check	09/20/2023	Debit Card	Amazon		0611 · Office supplies	-29.98	212,800.21
Check	09/20/2023	Debit Card	Amazon		0611 · Office supplies	-43.13	212,757.08
Check	09/20/2023	Debit Card	Amazon		0611 · Office supplies	-55.80	212,701.28
Check	09/20/2023	Debit Card	Amazon		0611 · Office supplies	-71.74	212,629.54
Check	09/20/2023	Debit Card	Amazon		0611 · Office supplies	-250.99	212,378.55
Check	09/21/2023	Debit Card	Home Depot		0613 · Custodial/Building Supplies	-187.90	212,190.65
Check	09/21/2023	Debit Card	Home Depot		0613 · Custodial/Building Supplies	-61.35	212,129.30
Check	09/21/2023	Debit Card	Global Industries		0613 · Custodial/Building Supplies	-34.74	212,094.56
General Journal	09/22/2023	Bill.com		BILL 09/22/23 Payables Funding	1072 · Bill.com Money Out Clearing	-1,654.11	210,440.45
Deposit	09/22/2023		Square		1740 · Fees & activities	193.90	210,634.35
Check	09/22/2023	Debit Card	Global Industries		0613 · Custodial/Building Supplies	-346.29	210,288.06
Bill Pmt -Check	09/25/2023		Total Cleaning Option Inc	QuickBooks generated zero amount transaction for bill payment s	7421B · Accounts Payable Bill.com	0.00	210,288.06
Check	09/25/2023	Debit Card	Home Depot		0613 · Custodial/Building Supplies	-238.21	210,049.85
Check	09/26/2023	Debit Card	Pearson		0640 · Books & periodicals	-272.95	209,776.90
Check	09/26/2023	Debit Card	Vista Print		-SPLIT-	-101.05	209,675.85
Check	09/26/2023	Debit Card	Amazon		0611 · Office supplies	-11.99	209,663.86
Deposit	09/27/2023		Square		1740 · Fees & activities	145.35	209,809.21
General Journal	09/28/2023	Bill.com		BILL 09/28/23 Payables Funding	1072 · Bill.com Money Out Clearing	-14,624.79	195,184.42
Check	09/28/2023	ACH	Wex Health		0313 · Banking service fees	-1.00	195,183.42
Check	09/28/2023	ACH	Gravie Administrative Services, LLC		-SPLIT-	-2,627.42	192,556.00

**Colorado Skies Academy**  
**Bank Transaction Details**  
 As of September 30, 2023

Type	Date	Num	Name	Memo	Split	Amount	Balance
Deposit	09/28/2023			Wex Verification	0313 · Banking service fees	1.00	192,557.00
Check	09/29/2023	ACH	PERA	September 2022	7471G · PERA contributions	-21,080.12	171,476.88
General Journal	09/29/2023	9.29.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Direct Deposits	0110.2 · Salaries Professional	-42,509.14	128,967.74
General Journal	09/29/2023	9.29.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Checks	0110.2 · Salaries Professional	-5,520.40	123,447.34
General Journal	09/29/2023	9.29.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Tax	0110.2 · Salaries Professional	-8,882.35	114,564.99
General Journal	09/29/2023	9.29.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Trust	0110.2 · Salaries Professional	0.00	114,564.99
General Journal	09/29/2023	9.29.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Billing	0110.2 · Salaries Professional	-180.58	114,384.41
Check	09/29/2023			Service Charge	0313 · Banking service fees	-11.76	114,372.65
General Journal	09/30/2023	9.30.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Direct Deposits	0110.2 · Salaries Professional	0.00	114,372.65
General Journal	09/30/2023	9.30.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Checks	0110.2 · Salaries Professional	0.00	114,372.65
General Journal	09/30/2023	9.30.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Tax	0110.2 · Salaries Professional	233.92	114,606.57
General Journal	09/30/2023	9.30.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Trust	0110.2 · Salaries Professional	0.00	114,606.57
General Journal	09/30/2023	9.30.23 PR	Instruction 1000-1999:0020 - General Middle Educati	Billing	0110.2 · Salaries Professional	0.00	114,606.57
Total 8101A · Checking						-41,252.67	114,606.57
<b>8101D · PAC Checking Account</b>							<b>3,003.58</b>
Total 8101D · PAC Checking Account							3,003.58
<b>TOTAL</b>						<b>-41,252.67</b>	<b>117,610.15</b>

# Mission 2 Orbit

## SPACE EXPERIMENT LAUNCH AND STUDENT LEARNING PROGRAM AGREEMENT

### BETWEEN:

**Colorado SKIES Academy**, 13025 Wings Way, Centennial, CO 80112, United States (Academy) and

**ISSET (Training) Ltd** whose registered office is at Carlton House, 5 Herbert Terrace Penarth, CF64 2AH (“ISSET”)

together referred to as “the Parties” and each of them being “a Party”.

### BACKGROUND

(A) The Parties have agreed to enter into this agreement (“the Agreement”) to collaborate on the development and single launch to the International Space Station (ISS) of a student experiment.

(B) The Parties acknowledge that the terms of this agreement are to govern the funding and conduct of the studentship development, to enable the students to formulate a space research project to be submitted to ISSET.

### 1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

“**Academy Notice Address**” means Colorado SKIES Academy, 13025 Wings Way, Centennial, CO 80112, United States

“**Agreement**” means this agreement together with the Schedules annexed hereto;

“**Arising Intellectual Property**” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology obtained or developed in the course of the Project and the Intellectual Property Rights therein;

“**Background Intellectual Property**” means any inventions, designs, information, know-how, specifications, formulae, data, processes, methods, techniques, and other technology, other than Arising Intellectual Property, used in, or disclosed in connection with the performance of, the Project, along with the Intellectual Property Rights therein;

“**Commencement Date**” means 1st November 2023;

“**Payment**” means the total sum of \$18,000 (Eighteen thousand US Dollars) payable to ISSET in the manner described in Schedule 1;

“**ISSET Supervisor**” means Daniel Molland or his or her successor, as appointed from time to time by ISSET;

**“ISSET Notice Address”** means ISSET (Training) Ltd, 5 Herbert Terrace, Penarth, CF64 2AH

**“Intellectual Property Right”** means any patent, registered design, copyright, database right, unregistered design right, trademark, semiconductor topography rights, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world;

**“Launch Date”** means the date as determined by the NASA program for the single launch of the chosen student experiment complying with the terms of this agreement to be carried and included by NASA within the manifest of third party platform determined by ISSET and placed onboard the ISS.

**“Payment Dates”** means the dates set out in Schedule 1 of this Agreement. ;

**“Project”** means the program of student research development, for the selection and single launch of a student experiment to the ISS described in the Schedule;

**“Project Period”** means the minimum period of one year starting on the Commencement Date agreed as 1<sup>st</sup> November 2023;

## **TERMS AND CONDITIONS**

### **2. DURATION**

2.1 This Agreement shall commence, or shall be deemed to have commenced, on 1 November 2023. The Parties hereby agree that parties signing of this deed shall immediately be fully and effectively binding on them.

2.2 The Academy and ISSET agree to perform and collaborate in carrying out the Project in accordance with the terms and conditions set out in this Agreement.

### **3. THE PROJECT**

3.1 The Academy will use its reasonable endeavours to provide adequate facilities materials, equipment, supervision and training for the student’s work on the Project. ISSET does not warrant or undertake that the Project will lead to any particular result, nor guarantee the success of the Project.

3.2 ISSET will provide the students adequate support and training for the to students’ work on their projects to support the Single Launch of an experiment into space.

3.3 The Academy, will keep ISSET informed of the progress of the students at meetings held at mutually agreed intervals.

3.4. Meetings referred to in paragraph 3.3 may be held by teleconference, video conferencing or in person, as mutually agreed between the Parties.



#### **4. PAYMENT BY THE ACADEMY TO ISSET**

4.1 The Academy agrees to pay to ISSET the sum of \$18,000 (eighteen thousand US dollars) for its services in facilitating and collaborating with the Academy to enable the performance of the Project in conjunction with the Academy and its students for the Single Launch. The said sum of \$18,000 shall be paid in instalments as set out on the Payment Dates set out in Schedule 1 to this Agreement. Time shall be of the essence in relation to such payments.

#### **5. INTELLECTUAL PROPERTY**

5.1 All Background Intellectual Property belonging to one Party is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

5.2 Each Party grants the other Party a royalty-free, non-transferable, non-exclusive, licence to use its Background Intellectual Property (where it is free and available to do so, subject to any third party rights in such Background Intellectual Property) for the sole purpose of the performance of the Project.

5.3 Arising Intellectual Property created by the Student and/or the Academy shall be owned by the Academy. Arising Intellectual Property created by ISSET shall be owned by ISSET. Arising Intellectual Property created jointly by the students and/or the Academy together with ISSET shall be jointly owned by the Academy and ISSET where it is not possible by operation of law to separate the payments made by each Party.

5.3.1 the Patenting Party making an application for registration shall consult with the other Patenting Party at reasonable intervals concerning the application for and maintenance of such registration.

5.4 For the avoidance of doubt, both ISSET and the Academy may use the jointly owned Arising Intellectual Property for their own internal research purposes but neither party may commercially exploit the jointly owned Arising Intellectual Property through licensing or otherwise without the consent of the other.

#### **6. CONFIDENTIALITY**

6.1. In this Agreement "Confidential Information" shall mean any information (including samples, materials, drawings, specifications, photographs, designs, computer code, computer programs, software, data, formulae, processes, know-how, any technical or commercial information), reports, papers, correspondence or documents which is disclosed by one Party to the other, or to any of such other's officers, employees or students, in whatever form, (including written, oral, visual or electronic), and which is, or which should reasonably be expected to be, of a confidential nature.

6.2. The Party receiving or acquiring Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") undertakes for so long as such Confidential Information remains confidential in character:

6.2.1. to keep all such Confidential Information confidential, and to take all reasonable steps to ensure that copies of the Confidential Information made by or on behalf of the Receiving Party are protected against theft or other unauthorised access;

6.2.2 not to communicate or otherwise make available any such Confidential Information to any third party except with specific prior written consent from the Disclosing Party;

6.2.3 to disclose Confidential Information only to such personnel employed by the Receiving Party who have a specific need to receive such Confidential Information for the Project, and who are aware and have accepted that the Confidential Information is, and should be treated as, of a confidential nature; and

6.2.4 not to use, or allow to be used, Confidential Information other than solely for or in relation to the Purpose, unless (and then only to the extent to which) any other use shall have been specifically authorised in writing by the Disclosing Party.

6.3 The obligations contained in this Clause 5 shall survive the expiry or termination of this Agreement for any reason but shall not apply to any Confidential Information which:

6.3.1 is publicly known at the time of disclosure to the Receiving Party;

6.3.2 after disclosure becomes publicly known otherwise than through a breach of this Agreement by the Receiving Party, its officers, employees or students;

6.3.3 has been received by the Receiving Party from a third party who did not acquire it in confidence from the Disclosing Party, or someone owing a duty of confidence to the Disclosing Party; or

## **7. PUBLICATIONS**

7.1 All proposed publications shall be submitted in writing to the other of ISSET or the Academy for review at least thirty (30) days before submission for publication or before presentation, as the case may be.

7.2 The reviewing Party may require the deletion or amendment of any reference to its Confidential Information in the proposed publication.

7.3 The reviewing Party may also request the delay of the publication for a maximum period of an additional ninety (90) days if, in the reviewing Party's reasonable opinion, the delay is necessary in order to seek patent or similar protection to Arising Intellectual Property owned by the reviewing Party.

7.4 If no notification from the reviewing Party pursuant to Clauses 7.2 or 7.3 is received by the publishing Party within the thirty (30) day period, the publishing Party shall be free to publish the proposed publication.

## **8. TERMINATION**

8.1 This Agreement may be terminated by either Party by giving written notice to the other Party if another Party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of forty five (45) days after being requested in writing to do so.

8.2 This Agreement may be terminated by the Academy immediately by written notice if ISSET ceases to do business, becomes unable to pay its debts as they fall due, becomes or is deemed insolvent, has a receiver, liquidator, manager, administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business (or is the subject of a filing with any court for the appointment of any such officer), makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or any equivalent or similar action or proceeding is taken or suffered in any jurisdiction.

## **9. LIMITATION OF LIABILITY**

9.1 ISSET undertakes to make no claim in connection with this Agreement or its subject matter against the students. This undertaking is intended to give protection to students.

9.4 The liability of any party for any breach of this Agreement or arising in any other way out of the subject matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

9.5 The maximum liability of the Academy to ISSET under or otherwise in connection with this Agreement shall not exceed the value of the payments received under clause 2.

9.6 The maximum liability of the ISSET to the Academy under or otherwise in connection with this Agreement shall not exceed the value of the payments made under Schedule 2.

9.7 ISSET shall have no liability for the failure or otherwise of the Single Launch conducted by NASA on the Launch Date and shall not be responsible if NASA and/or the launch provider refuses to re-launch the experiment. The Academy should consider taking out all and necessary insurance to cover such an eventuality.

## **10 GENERAL**

10.1 Any notices given under this Agreement shall be in writing and sent by Registered or Recorded Delivery Post to the Academy Notice Address or such other form of recorded delivery service to the Parties Notice Address.

10.2 No Party shall have any liability for any delay in carrying out or failure to carry out any of its obligations under the Agreement caused by any circumstances outside the

reasonable control of that Party. If such delay continues for twelve (12) months or more any Party may terminate this Agreement forthwith by written notice to the other Party.

10.3 Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Academy and ISSET or the relationship between them of principal and agent or employers and employee.

10.4 Failure by any Party to enforce at any time or for any period any condition of the Agreement does not constitute and shall not be construed as a waiver of such condition and shall not affect the right later to enforce such condition and any other condition.

10.5 The Parties shall procure that in carrying out the Project they will comply with the UK Bribery Act 2010, the General Data Protection Regulation and the Data Protection Act 2018 and all other applicable laws, regulations and statutes and other analogous legislation.

10.6 If any part or the whole of any condition of the Agreement is held to be invalid or unenforceable by any legislation or legal authority, the remaining portion of such condition and the rest of the Agreement shall remain in force and effect as if the Agreement had been granted with no such provision.

10.7 Neither party shall, without the prior written consent of the other Parties, assign this agreement or any of its rights and obligations under this agreement. Neither party shall sub-contract or delegate in any manner any or all of its obligations under this agreement to any third party or agent unless so provided for under the terms of this Agreement.

10.8 Except as expressly provided in this Agreement, nothing in this Agreement shall confer or purport to confer on a third party any benefit or any right to enforce any term of this Agreement. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.

10.9 This Agreement constitutes the entire agreement between the parties for the Project and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.10 No variation of this Agreement shall be effective unless it is in writing and signed authorised signatories for both parties.

10.11 A person who is not a party to this agreement cannot enforce or enjoy the benefit of any term of this Agreement.

10.12 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **SCHEDULE 1**

### **INSTALMENT PAYMENT TERMS: PAYMENT DATES**

The instalment payments are specified in US dollars and are to be made in cleared funds in the sterling equivalent at the time of payment by bank transfer to the designated Bank account of ISSET or its nominated nominee bank account on the following Payment Dates:

1. First instalment payment of \$9000 (nine thousand US dollars) upon the Parties execution of this Agreement or the 1st November 2023 whichever is the sooner, whereupon ISSET shall issue its invoice for the agreed sum of 18,000 US Dollars plus any taxes that may be payable by the Academy in the sum of for \$9.000 to be paid in its sterling equivalent.
2. The second instalment \$4,500 to be paid in its sterling equivalent 5 business days after the experiment is selected
3. Final instalment \$4,500 payable to be paid in its sterling equivalent when ISSET confirms to the Academy that the experiment has been accepted for launch with a launch provider.

## SCHEDULE 2

### PROGRAM INTENT

(1) To have an experiment designed by students to be launched to and carried out on the International Space Station (ISS).

(2) To EDUCATE students on how to design a successful space experiment which can be performed in an orbital laboratory.

**Cohort Size** - Full School (160 Students, grades 6-8)

Student group sizes = 6-8 students per team

Total teams = 23 teams

### PROPOSED PROGRAM SCHEDULE

#### 3 Phases

1. Student Experiment Design Phase
2. Experiment Development
3. Launch
  - **November 2023 - January 2024** - Student experiment design phase. Students to design an experiment proposal aiming at fulfilling the ISSET core experiment objectives "to design an experiment that will benefit humanity on or off the planet" Students are supported with ISSET provided learning materials for experiment design, a program workbook and presentations from Dan Molland.
  - **January 22nd - January 31st** - Proposal judging and selection by ISSET in consultation with the Academy. It is agreed that ISSET is the final arbiter of the experiment to be selected.
  - **February 2024** - Winning Team announcement presentation.

- **February - April 2024** - Students work with ISSET scientists to turn proposed winning experiments into a fully functional experiment. Main experiment work to be conducted at the University of Oxford, with students being kept up to date on developments throughout.
- **31st of April 2024** - Experiment design finalised for launch.
- **May 2024** - Students to visit University of Oxford at their or the Academy's expense
- **No Earlier Than October 2024** - Launch

## **PRESENTATIONS**

### **1. M2O program introduction and design brief**

Delivered by - Dan Molland

Means of Delivery - Live Zoom Presentation to entire school

Duration - 45 Mins (30 presentations/10 for questions).

Key Points -

Intro to Program and ISSET

M2O objectives

Design Brief and Previous Experiments

### **2. Selecting a winning idea**

Delivered by - Dan Molland

Means of Delivery - Pre-recorded presentation. Played for students during science class.

Duration - 30 mins

### **3. Turning an idea into a successful ISS experiment**

Delivered by - Dan Molland

Means of Delivery - Pre-recorded presentation. Played for students during science class.

Duration - 30 mins

### **4. Winner Announcement**

Delivered by - Dan Molland or other appointee by ISSET

Means of Delivery - Live Zoom Presentation to entire school

Duration - 45 Mins

Key Points -

### Student Q&A's

Student questions are to be collected by the Academy and sent to ISSET at the end of each week, answers to be returned within 5 days. In January 2024, students will submit an experiment proposal in the format of choice (recorded PowerPoints'/video) no later than January 22nd.

### EXPERIMENT SPECIFICATIONS

- **Cost:** Not thousands of £s. £10s to £100s is usually acceptable.
- **Size:** Must fit dimensions of 10 x 5 x 5 cm or less.
- **Data:** 250 MB data per day is the limit, but this limit would not be feasible on a daily basis as too much data would have to be returned to Earth.
- **Safety:** The experiment must be safe and contained. The experiment must stay within all levels of containment for manipulation (this frequently comprises of 2 – 3 good quality kitchen food bags). Micro-organisms with a biosafety level of BSL-1 are preferable, BSL-2 is manageable, BSL-3 is not feasible.
- **Automation:** The experiment is allowed a maximum of 2 brief (~10 min) astronaut interactions. The data acquisition must be automated as much as possible.
- **Storage:** The experiment must be designed to withstand up to 2 weeks of prelaunch storage.
- **Duration:** The experiment should last no longer than one month and cannot be returned to Earth. However, any plants, bacteria or lifeforms have to be sustainable for up to a month prior to launch.
- **Aims and hypothesis:** The presentation must have a clear hypothesis to be tested and solid aims. This is more critical than a perfect protocol at this stage, although it must be feasible to test the hypothesis.

- **Weight:** Ideally around 250g or less

## **JUDGING CRITERIA**

### **Is the experiment:**

Novel?

Feasible?

Interesting to a wider audience? Safe?

Economical?

Small?

Automated as much as possible?

### **Does the presentation have:**

A clear hypothesis?

Clear aims?

Discussion of the applications of the experiment to earth and/or space?

IN WITNESS WHEREOF, the authorised undersigned accept and agree this foregoing Agreement is executed as follows:-

**for and on behalf of the Academy by:**

Signed:

Name:

Title:

**: for and on behalf of ISSET by:**



Signed:

Name:

Signed: