

## CHALLENGER LEARNING CENTER AGREEMENT ADDENDUM

This Challenger Learning Center Agreement Addendum ("Agreement Addendum") is entered into and made effective as of **July 28, 2021** ("Addendum Effective Date"), by and between the **Jefferson County Public Schools** ("Learning Center"), and Challenger Center for Space Science Education, 422 First Street SE, Third Floor, Washington, DC 20003, a Texas not for profit organization and tax-exempt organization pursuant to Section 501(c)(3) ("Challenger Center"). Each of Learning Center and Challenger Center may be individually referred to as a "party" and together as the "parties".

The terms in this Agreement Addendum apply to the Licensed Software, Hardware, and Installation Services described in Appendix A. The terms in all prior Challenger Learning Center Agreements signed by the Learning Center are still applicable to the simulator and all previously installed licensed software, hardware, documentation, and Challenger Center logos.

1. **Installation Services.** Challenger Center will provide Installation Services for the Licensed Software and Hardware at Learning Center's premises. Appendix A includes a detailed statement of the Installation Services to be performed, the staff to be allocated to such project by each party, each party's project leaders, and the timeline for the Installation Services to be completed. Challenger Center may delay or postpone the Installation Services, at its discretion, if Challenger Center discovers or suspects that the current software installed and/or hardware used in the Simulator will negatively impact the Installation Services. Learning Center will promptly address and remedy the issues with the existing Simulator software and/or hardware to Challenger Center's satisfaction before Challenger Center begins, or resumes, the Installation Services.

### 2. License Grant.

2.1. **Licensed Software.** Subject to the terms of this Agreement Addendum, Challenger Center hereby grants to Learning Center a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Licensed Software, and any updates or upgrades to the Licensed Software, in the original, unmodified (beyond local customization enabled by Challenger Center in the Licensed Software), machine-readable, object code form only.

2.2. **Hardware.** Subject to the terms of this Agreement Addendum, Challenger Center hereby grants to Learning Center a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Hardware described in Appendix A in support of Learning Center's use of the Licensed Software and as defined in the Documentation.

2.3. **Documentation.** Subject to the terms of this Agreement Addendum, Challenger Center hereby grants to Learning Center a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Documentation in support of Learning Center's use of the Licensed Software, Hardware, and Simulator.

2.4. **Challenger Center Logos.** Subject to the terms of this Agreement Addendum, Challenger Center grants to Learning Center a non-exclusive, non-sublicensable, and non-transferable license during the Term to use and publicly display the logos described in Appendix A, and provided and approved by Challenger Center, in accordance with the most current Challenger Center Brand Guidelines (the "Challenger Center Logos"). Challenger Center may amend and supplement the Challenger Center Brand Guidelines from time to time at its discretion.

2.5. **Previously installed software, hardware, documentation, and Challenger Center logos.** During the two year period following the completion of the Installation Services described in Appendix A, Challenger Center may remove all previously installed software and hardware associated with prior Mission Platforms (Classic, 21st Century, SIM3, or custom mission platforms based on Classic, 21st Century, or SIM3 platforms) and prior Missions (all Missions licensed on the Classic, 21st Century, and SIM3 platforms), even if they have been customized by the Learning Center. Upon Challenger Center's removal of the aforementioned software and hardware, the Learning Center will cease using and destroy all copies of documentation and Challenger Center logos associated with the prior Mission Platforms and prior Missions. The Learning Center will not retain any copies of or have any rights to such software, hardware, documentation, and Challenger Center logos associated with prior Mission Platforms and prior Missions.

### 3. Restrictions.

3.1. **Licensed Software.** Learning Center acknowledges and agrees: (i) Learning Center shall have no right, title, or interest therein or thereto, except the right to use the Licensed Software in accordance with the terms set forth herein and subject to any applicable licensing metrics; (ii) Learning Center shall use the Licensed Software in a manner complying with all applicable laws and regulations and without infringing the rights of others; (iii) Learning Center's use of the Licensed Software may be

subject to third party supplier terms and conditions; (iv) neither Learning Center nor any of its employees, agents, or representatives shall: (1) make any copies of the Licensed Software; (2) alter, edit, modify, or revise the Licensed Software; (3) sell, rent, lease, lend, license, sublicense, distribute, or otherwise transfer the Licensed Software to any third party; (4) decompile, disassemble, or reverse engineer the Licensed Software, in whole or in part; (5) write or develop any derivative software or any other software program based upon the Licensed Software; (6) use the Licensed Software to provide processing or other services to any third party, or otherwise use the Licensed Software with any third party on a "service bureau" basis; (7) without Challenger Center's prior written consent, provide, disclose, divulge or make available to, or permit use of the Licensed Software by, any person or entity that is not Learning Center or its employee, agent, or representative; (8) access or use the Licensed Software from locations outside the United States, (9) remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Licensed Software; or (10) use any Licensed Software in any application or situation where failure of any such Licensed Software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

3.2. **Hardware.** For Hardware provided or otherwise made available by or through Challenger Center to Learning Center related to the Installation Services described in Appendix A, Learning Center acknowledges and agrees: (i) Learning Center shall have no right, title, or interest therein or thereto, except the right to maintain possession and use the Hardware in accordance with terms set forth in this Agreement Addendum; (ii) the Hardware will be located at the Learning Center facility location(s) specified in Appendix A and will not move from such location(s) without Challenger Center's prior written consent; (iii) Learning Center shall use the Hardware in a manner complying with all applicable laws and regulations; (iv) Learning Center's use of the Hardware and any embedded software may be subject to third party supplier terms and conditions; (v) Challenger Center shall perform or arrange for routine maintenance and repair of the Hardware, per the warranty and service terms included in the Documentation, provided that, in the case of any damage to the Hardware negligently caused by Learning Center or any of its employees, agents, or representatives, or in the case of loss, destruction, theft, confiscation, or condemnation of the Hardware from any source, Learning Center shall be solely responsible for the costs of repairing, restoring, or replacing the Hardware and shall promptly reimburse Challenger Center all documented costs and expenses that Challenger Center incurs in repairing, restoring, or replacing the Hardware; (vi) Challenger Center personnel shall have the right to enter the space in which the Hardware is located, with reasonable advance notice to Learning Center, and provided Learning Center is not then in default of the Agreement Addendum, at reasonable times so as to not disrupt Learning Center's operations in such space, to inspect the Hardware and to perform such maintenance and make such repairs; (vii) Learning Center shall not make, or permit to be made, any alterations, additions, replacements, or upgrades to the Hardware of any kind without, in each instance, Challenger Center's written consent; (viii) unless otherwise indicated by Challenger Center, Challenger Center is not the manufacturer, vendor, or supplier of the Hardware nor any agent of the manufacturer, vendor, or supplier; (ix) Learning Center will keep the Hardware free and clear of all liens, security interests, and encumbrances other than those which result from acts of Challenger Center; (x) Learning Center shall not assign, transfer, or sublet the Hardware to any person or entity without Challenger Center's prior written approval; (xi) Learning Center shall obtain and maintain, at its sole expense, general liability and property insurance coverage for any loss or property damage to the Hardware, insuring the Hardware for its full replacement value if it is no longer in warranty per the Documentation; and (xii) Learning Center shall not use any Hardware in any application or situation where failure of any such Hardware could lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

3.3. **Challenger Center Logos.** The Challenger Center Logos distributed or licensed to the Learning Center by or under the direction of Challenger Center shall remain the exclusive property of Challenger Center. Neither the Learning Center nor any of its employees, agents, or representatives shall: (1) alter, edit, modify, or revise the Challenger Center Logos; (2) without Challenger Center's prior written consent, provide, disclose, divulge or make available to, or permit use of the Challenger Center Logos by, any person or entity that is not Learning Center or its employee, agent, or representative; or (3) remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Challenger Center Logos.

3.4. **Documentation.** The Documentation distributed or licensed to the Learning Center by or under the direction of Challenger Center shall remain the exclusive property of Challenger Center. Neither the Learning Center nor any of its employees, agents, or representatives shall: (1) without Challenger Center's prior written consent, alter, edit, modify, or revise the Documentation; (2) without Challenger Center's prior written consent, provide, disclose, divulge or make available to, or permit use of the Documentation or Challenger Center Logos by, any person or entity that is not Learning Center or its employee, agent, or representative; or (3) remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Documentation.

4. **Intellectual Property.** Learning Center acknowledges and agrees that: (i) the Licensed Software is licensed and not sold; (ii) by accepting the licenses set forth in this Agreement Addendum, Learning Center acquires only the right to use the Licensed Software in accordance with the terms of this Agreement Addendum, and that Challenger Center, or its licensors, will retain all rights, title, interest, including all associated patent, copyright, trademark, trade dress, trade secret and other proprietary rights in and to the Licensed Software; and (iii) the Licensed Software, including the source and object codes, logic and structure, constitute valuable trade secrets of Challenger Center. Learning Center agrees to secure and protect the Licensed Software with the same degree of care which it employs to protect its own intellectual property of a similar nature, but in no event less than a reasonable standard. This section will survive any termination of this Agreement Addendum.

5. **Responsibilities.**

5.1. **Challenger Center.** Challenger Center will maintain the current release of the Licensed Software, as installed and updated by the Challenger Center (such release to include minor updates and bug fixes to the Licensed Software, but shall not include any future new release of any Challenger Center mission software), through technical support and access to the Simulator's computer software through dedicated telephone and data lines installed by the Learning Center. Challenger Center will not maintain any Licensed Software that has been modified in any respect (including through the addition of any third party software or any third party hardware that affects the functionality of the Licensed Software) by any party other than Challenger Center (a "Software Modification"), unless such any such Software Modification has been approved in writing in advance by Challenger Center and incorporated by Challenger Center.

5.2. **Learning Center.** Learning Center will be solely responsible, at Learning Center's expense, for ensuring that Learning Center's desktop and application environment and network infrastructure to meet and comply with the specifications and requirements set forth in the Documentation, and Learning Center will be solely responsible, at Learning Center's expense, for operating and providing ongoing maintenance, service, security and administration for Learning Center's application environment. Challenger Center's performance under this Agreement Addendum will be excused for any period of time during which Learning Center's failure to meet the foregoing responsibilities prevents such performance by Challenger Center. Learning Center will provide Challenger Center with timely access to Learning Center's information, equipment, and environment to perform the Implementation Services as contemplated in this Agreement Addendum, including, without limitation, data, security access, information, and software interfaces to Learning Center's applications. The Learning Center agrees to maintain dedicated telephone and data lines and provide Challenger Center ongoing remote access to the Simulator's network of computer software for purposes of making modifications, alterations, including additions or enhancements, to the overall software that is used to run all mission simulations in the Simulator.

6. **Audit.** Learning Center will provide Challenger Center with timely access to Learning Center's information, equipment, and environment to audit Learning Center's use of the Licensed Software as contemplated in this Agreement Addendum, including, without limitation, data, security access, information, and software interfaces to Learning Center's applications.

7. **Breach.** Challenger Center may suspend or terminate all rights and licenses granted to the Learning Center for the Licensed Software, Hardware, Documentation, Challenger Center Logos, and Simulator if Challenger Center discovers or reasonably suspects that Learning Center or any Learning Center employee, volunteer, or agent has violated any term of this Agreement Addendum. If rights and licenses granted to the Learning Center are suspended, Challenger Center may replace the Licensed Software, Hardware, Documentation, and/or Challenger Center Logos with correct versions. If rights and licenses granted to the Learning Center are terminated, Challenger Center may remove the Licensed Software, Hardware, Documentation, Challenger Center Logos, and/or Simulator from the Learning Center.

8. **Flight Director Terms of Use.** The Terms of Use for Flight Directors is attached as Appendix B to this Agreement Addendum and is hereby incorporated into this Agreement Addendum by this reference. Learning Center will be responsible for monitoring its Flight Director's compliance with the Terms of Use for Flight Directors, will ensure that its Flight Directors are fully compliant with the Terms of Use for Flight Directors, and Learning Center will be responsible, and fully liable, for its Flight Director's acts or omissions which are a breach or violation of the Terms of Use for Flight Directors.

9. **Disclaimers.** Licensed Software, Hardware, Documentation, and Installation Services are provided to Learning Center "As Is". Challenger Center, and Challenger Center's licensors and suppliers, make no warranty as to their use or performance. Challenger Center, and Challenger Center's licensors and suppliers, make no representations, warranties, conditions, or terms (express or implied, whether by statute, common law, custom, usage, course of dealing, trade practice or otherwise) as to the Licensed Software, Hardware, Documentation, Challenger Center Logos, or

Installation Services, including without limitation title, non-infringement of third party rights, merchantability, satisfactory quality or fitness for any particular purpose, except for, and only to the extent that, any such representation, warranty condition or term may not be excluded or limited by applicable law in Learning Center's jurisdiction.

**10. Limitation of Liability.**

**10.1. Exclusion of Incidental, Consequential and Certain Other Damages.** To the maximum extent permitted by applicable law, in no event will Challenger Center be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Licensed Software, Hardware, Documentation, or Challenger Center Logos or the provision of or failure to provide the Installation Services, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Challenger Center, even if Challenger Center has been advised of the possibility of such damages.

**10.2. Limitation of Liability and Remedies.** Notwithstanding any damages that Learning Center might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Challenger Center under this Agreement and Learning Center's exclusive remedy for all of the foregoing shall be limited to the amount actually paid by Learning Center under this Agreement Addendum. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**11. Indemnification.**

**11.1. Learning Center Indemnification.** To the extent permitted by law, the Learning Center agrees to indemnify, defend, and hold Challenger Center harmless against any loss, damage, expense (including, without limitation, legal and other related fees and expenses), liability or claim arising out of or related to Learning Center's: (i) use, operation, maintenance, update, or modification of the Simulator, Licensed Software, Hardware, Documentation, or Challenger Center Logos; (ii) breach or violation of any obligation or restriction of this Agreement Addendum; or (iii) Learning Center's gross negligence or willful misconduct.

**11.2. Challenger Center Indemnification.** Challenger Center shall indemnify, defend, and hold Learning Center harmless against any and all claims and damages pertaining to: (i) any patent, trademark or copyright infringement, or to violation of any trade secret, license, or proprietary rights arising from Learning Center's use of the Simulator, Licensed Software, Hardware, Documentation, or Challenger Center Logos in accordance with the terms of this Agreement Addendum and in their unmodified and original form as delivered to Learning Center by Challenger Center; or (ii) the actions or conduct of Challenger Center employees, contractors or representatives performed in the scope of their duties at the Learning Center facilities.

**11.3. Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 11, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such Claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to or increases the indemnifying party's liability hereunder.

**12. Privacy.** Learning Center will comply with: (a) all applicable laws, rules, and regulations (including, but not limited to, the Family Education Rights and Privacy Act) in all jurisdictions relating to the collection, use, storage, transmission, disclosure, delivery, destruction, or any other processing of personal information and/or student information; and (b) industry best practices and other self-regulatory guidelines relating to personal information and/or student information.

**13. Term.** Unless earlier terminated by Challenger Center in accordance with this Agreement Addendum, the initial term of this Agreement Addendum is five years from the Addendum Effective Date ("Initial Term"). This Agreement Addendum will renew for successive one-year terms upon the expiration of the initial five-year term (each, a "Renewal Term"). The Initial



Term and any Renewal Term are collectively, the “Term”. Challenger Center may terminate this agreement at any time and for any reason upon 30 days written notice to the Learning Center. **Learning Center has an annual right of Termination, for any reason, with written notice which can be exercised in writing to Challenger Center between June 1 and June 30 of each calendar year,** provided however, that if no such notice is given to Challenger Center, Learning Center may not terminate this agreement until June 1 – June 30 of the following year. Upon the expiration or termination of this Agreement Addendum: (1), all rights and licenses granted to the other party will be immediately terminated and Learning Center will immediately cease using and accessing the Licensed Software, Hardware, Documentation, Challenger Center Logos, and Simulator; (2) Challenger Center will remove the Licensed Software, Hardware, and Simulator from Learning Center’s premises; and (3) Learning Center will destroy any Documentation and Challenger Center Logos, whether originals or copies, in its possession.

#### 14. General.

14.1. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement Addendum, or the breach of any provision thereof, shall be settled by arbitration to be held in the District of Columbia in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14.2. **Amendments.** This Agreement Addendum will not be modified or amended except by written instrument executed by authorized representatives of the parties.

14.3. **Assignments.** Neither party to this Agreement Addendum may assign or transfer its interests in or obligations under this Agreement Addendum without the prior written consent of the other party.

14.4. **Enforceability.** If any provision of this Agreement shall be found by a court with proper jurisdiction to be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified, narrowed, or restricted only to the limited extent and in the manner necessary to render the same valid and enforceable, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified, narrowed, or restricted.

14.5. **Waivers.** A waiver by one party of any breach of or failure to comply with any provision of this Agreement Addendum by the other party shall not be construed as a waiver of any other provision, or a waiver of a breach of any other provisions, of this Agreement Addendum.

14.6. **Inability to Perform.** Neither Challenger Center nor Learning Center shall be responsible for any performance or delay in performance of any of the requirements set forth in this Agreement Addendum due to any law, ordinance, regulation, order, judgment, or decree, any earthquake, flood, fire, or other act of God, any accident or casualty, any lockout, boycott, strike, or other labor controversy, any riot, civil disturbance, or act of war or armed conflict, any act of embargo or delay of a common carrier, or any other inability to obtain sufficient equipment, labor, transportation, or other required commodity or service beyond the control of Challenger Center or the Learning Center.

14.7. **Delivery of Notices.** All notices permitted or required under this Agreement Addendum shall be given to the respective parties at the address specified on, or at such other address as the respective parties may provide in writing for this purpose. Notices shall be delivered by certified mail. All notices shall be deemed to have been given (i) two (2) business days after being sent by certified mail, return receipt requested, postage prepaid or (ii) one (1) business day after being sent via a reputable nationwide courier service guaranteeing next business day delivery. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 15. Definitions.

“Simulator” means the Challenger Center constructed space-themed mission simulator, which includes Mission Control, Spacecraft/Space Station, Briefing Room (if applicable), and/or Launch/Transport Room (if applicable).

“Licensed Software” means the software identified as “Licensed Software” on Appendix A and any and all updates and patches to such software provided by Challenger Center.

“Hardware” includes, without limitation, computer equipment (including, without limitation, associated operating system software and utilities), networks, servers, remote monitoring or remote presence devices, audio and video equipment,

telecommunication equipment, and other equipment, tools, components, devices, or systems identified as "Hardware" in Appendix A.

"Documentation" means product and environmental specifications or requirements and technical, systems, and user manuals, instructions, and documentation in hard-copy and electronic-copy formats relating to the Licensed Software, Hardware, and Simulator.

"Installation Services" means the services described in Appendix A for the installation of the Licensed Software and/or Hardware.

"Term" has the meaning set forth in Section 13.

IN WITNESS WHEREOF, the parties have entered into this Agreement Addendum as of the date set forth above.

CHALLENGER CENTER FOR  
SPACE SCIENCE EDUCATION

\_\_\_\_\_  
**Organization**

\_\_\_\_\_  
**Legal Name of the Challenger Learning Center**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Lance Bush

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

President & CEO

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

422 First St SE, 3<sup>rd</sup> Floor,  
Washington, DC 20003

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

(202) 827-1580

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Phone**

## **Appendix A**

### **INSTALLATION SERVICES**

Challenger Center will install the following Licensed Software and Hardware in your Learning Center:

#### **LICENSED SOFTWARE:**

- SIM3+ Platform
- SIM3+ Missions:
  - Expedition Mars
  - Lunar Quest
  - Operation Comet

#### **HARDWARE:**

- Lab supplies for SIM3+ Missions:
  - Lunar Quest
  - Operation Comet
- Tablets for program evaluation (estimated quantity: 20 – to be confirmed by Challenger Center)
- ONLY IF NEEDED (to be determined by Challenger Center):
  - Server: Challenger Center will provide a server for running the SIM3+ platform and missions.
  - Wireless Networking: Wireless networking equipment for enabling communication between tablets and the SIM3+ platform software.

#### **DOCUMENTATION:**

- Pre-Installation Requirements
- Online Training for SIM3+ Platform
- Online Training for SIM3+ Missions:
  - Lunar Quest
  - Operation Comet
- Pre-Mission Teacher Resources for SIM3+ Missions:
  - Expedition Mars
  - Lunar Quest
  - Operation Comet
- Post-Mission Teacher Resources for SIM3+ Missions:
  - Lunar Quest
  - Operation Comet

#### **LOGOS:**

- SIM3+ Mission Logos:
  - Expedition Mars
  - Lunar Quest
  - Operation Comet

Challenger Center Project Leader: Denise Kopecky

Challenger Center Staff: William Seilnacht, Michael Cruz, Matthew Dobbe, Katherine Li

Timeline for Installation: At a mutually agreed time in **2021**.

## **Appendix B**

### **Terms of Use for Flight Directors**

Your Challenger Learning Center has licensed the SIM3+ (the newest software platform to deliver Center missions) and the accompanying Challenger Center mission software (i.e., Expedition Mars, Lunar Quest, Operation Comet) and related hardware (e.g., simulator, lab supplies, evaluation tablets, charging cart) from Challenger Center. Challenger Center headquarters created this program and continues to own the all components of the program, including any alterations, revisions, or upgrades you or your Challenger Learning Center makes to it.

As someone employed by the Challenger Learning Center, the host of the Challenger Learning Center, or a Challenger Learning Center volunteer, we know you understand and believe in the power of a Learning Center mission to transform students. What we do is unique and special – different than most other STEM education programs – and we want to keep it that way. As someone who runs Challenger Center missions, you have a responsibility to protect the program and to use it as it is intended to be used.

This document outlines the terms of use for the SIM3+ and Challenger Center mission software and hardware. As the lead flight director (or equivalent), we ask read and understand these terms and share this information with all staff and volunteers that run missions in your simulator.

#### **SOFTWARE:**

- You cannot modify the software in any way except where we have explicitly enabled you to edit text or create sequences within the software itself.
- Unless Challenger Center headquarters has given your Learning Center explicit, written permission, you will not insert music, video, or other content from external sources into the software. Inserting any external content (such as Star Wars, Star Trek, Battlestar Galactica, etc.) that Challenger Center does not own may infringe patents, trademarks, or copyrights owned by other entities puts you, your Challenger Learning Center, and Challenger Center at risk for a lawsuit. Please do not do this.
- If you have a suggestion for how to improve the software, please follow the process for submitting a change request. Challenger Center headquarters will evaluate the request. If we decide to make the requested edit or change, it will be made and released to ALL Centers. We must maintain program consistency to ensure we achieve the intended student impact.
- You cannot copy or move any elements of the software from the SIM3+ server to another device of any kind without written permission from Challenger Center headquarters.

#### **HARDWARE:**

- If you want to change any of the hardware in your simulator (e.g., monitors, server, keyboard, mice, lab supplies, etc.), you must get permission from Challenger Center headquarters.

#### **LOGOS:**

- Your Learning Center has the permission to use the SIM3+ mission logos and icons designed and provided to you by Challenger Center Headquarters. These elements are owned and trademarked by Challenger Center and must be used in accordance with the Challenger Center Brand Standards. No changes can be made, and no alternative logos can be used to represent any SIM3+ Missions. Please reference the Challenger Learning Center intranet, ask your supervisor, or contact Challenger Center Headquarter for a copy of the current Brand Standards, if needed.



**Administrative Offices**

VanHoose Education Center  
P.O. Box 34020  
Louisville, KY 40232-4020  
(502) 485-3011



TO: Martin Schwartz  
Challenger Center for Space Science Education

FROM: Sharis Lattimore, CTE Funding Specialist *SL*  
School-to-Career

RE: ***Challenger Contract with Jefferson County Public Schools, KY***

DATE: December 21, 2009

Enclosed is a copy of the Challenger contract with Jefferson County Public Schools in Louisville, KY. Please let me know if you have any questions. I can be reached at (502) 485-3321.

Thank you and Happy Holidays!

## CHALLENGER AGREEMENT

This Challenger Learning Center Agreement ("Agreement") is effective as of December 15, 2009 between the Board of Education of Jefferson County, Kentucky, doing business under the name Jefferson County Public Schools, 3332 Newburg Road, P.O. Box 34020, Louisville, KY 40232-4020, which includes an Aviation High School Magnet program at The Academy @ Shawnee, Louisville, KY, hereinafter referred to as "JCPS," and Challenger Center for Space Science Education, 1250 North Pitt Street, Alexandria, VA 22314, a Texas not for profit organization and tax-exempt organization pursuant to Section 501(c)(3) hereinafter referred to as "Challenger Center."

### I. SALE OF SIMULATOR AND RELATED HARDWARE

1. Challenger Center and JCPS have previously entered into a Memorandum of Understanding dated as of April 14, 2009 (hereinafter referred to as "Memorandum of Understanding") under which Challenger Center agreed to provide planning and supervision to JCPS in the dismantling, crating, shipment, placement and storage of the components of one Learning Center Simulator currently located in the Radcliff, KY Challenger Learning Center (the "Simulator") to The Academy @ Shawnee at a purchase price of \$280,000 (the "Purchase Price"). The Simulator will be installed at The Academy @ Shawnee complete with operating systems and related software necessary to run one (1) of Challenger Center's licensed mission simulations chosen by JCPS prior to installation. Installation of the Simulator will be carried out according to the scope of work described in Schedule A of this Agreement.

2. **PAYMENT SCHEDULE.** The Purchase Price will be paid to Challenger Center by JCPS in accordance with the schedule set forth in Schedule B to this Agreement.

3. As security for payment in full of the Purchase Price, JCPS hereby grants Challenger Center a security interest in the Simulator in accordance with Article 9 of the Uniform Commercial Code. This security interest shall terminate upon payment in full of the Purchase Price.

4. a. Challenger Center hereby warrants to JCPS, subject to paragraph 4 b, that the Simulator will be free of defects in materials and workmanship for a period of one year from Final Acceptance by JCPS. The sole responsibility of Challenger Center under the foregoing warranty will be to remedy promptly any such defects which are brought to its attention during such one year period. **THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY CHALLENGER CENTER, AND ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.**

b. With respect to electronic or other pre-manufactured components which are purchased for inclusion in the Simulator, Challenger Center hereby assigns to JCPS all applicable manufacturer's warranties, and JCPS agrees that it shall look solely to such manufacturers for repair or replacement of such components after the one year period. Challenger Center agrees to assist JCPS in processing any warranty claims against such manufacturers.

c. Challenger Center will maintain the integrity of the software, as installed and updated by the Challenger Center through technical support and access to the Simulator's computer software through dedicated telephone and data lines to be installed by JCPS. JCPS agrees to maintain dedicated telephone and data lines and provide accessibility to the Simulator's network of computer software for purposes of making modifications, alterations, including additions, or enhancements to the overall software that is used to run all mission simulations in the Simulator. In addition, Challenger Center will request prior approval from JCPS at least three (3) days in advance of such changes indicated above. Challenger Center can not maintain the integrity of software that is developed or modified by JCPS or other Learning Centers in the Network without its prior written consent and approval.

5. Challenger Center shall arrange for delivery and installation of the Simulator at The Academy @ Shawnee in accordance with the dates set forth in Schedule B. In the event that JCPS requests any changes to the dates set forth in Schedule B at any time after the date of this Agreement, JCPS will pay or reimburse Challenger Center for all costs and expenses incurred by Challenger Center as a direct consequence of any such requested changes.

## II. LICENSE OF NAME AND MISSION SIMULATIONS AND EDUCATIONAL CURRICULUM

1. JCPS is hereby granted a non-exclusive license (the "License") regarding (i) the use and display of the various logos and designs of Challenger Center, all subject to approval by the Challenger Center and (ii) the use of mission simulations software and all related educational materials created and distributed or sold to JCPS by or through Challenger Center. In addition, JCPS shall refer to this program as "The Academy @ Shawnee *Challenger Learning Center*" with no additions or modifications thereto without the prior written consent of Challenger Center.
2. To renew the License each year, JCPS will pay to Challenger Center a license fee (the "License Fee"), established by Challenger Center for each year of the effectiveness of the License ("each, a License Year") on the terms hereinafter set forth, commencing as of the License Fee Commencement Date set forth in Schedule B. The License Fee shall be the standard annual License Fee charged to comparable members of the Network (as defined below) on the date of Final Acceptance. For each full License Year thereafter during which this Agreement is effective, Challenger Center shall be permitted to increase the License Fee by not more than 15% per each License Year. Failure to pay the License Fee shall terminate the License in accordance with section II, paragraph 6 in this Agreement.
3. Payment of the License Fee will entitle JCPS to participate as a member of the Challenger Learning Center Network (the "Network"). JCPS shall nominate a senior Flight Director who will be responsible for maintaining operational standards in all mission simulations and, in addition, ensure that at least one Flight Director trained by Challenger Center be present for all missions in which members of the public are engaged in an educational experience. JCPS further agrees to send one or more Flight Directors to participate in the annual conference convened by Challenger Center each calendar year.
4. For the benefit of the Network, JCPS agrees to make freely available to Challenger Center and to all other Learning Centers affiliated with Challenger Center all modifications and alterations, including additions or enhancements it may develop with respect to the Simulator and all materials subject to the License, provided, in all events such modifications and alterations are made in accordance with part II, paragraph 5 of this Agreement.
5.
  - a. JCPS hereby acknowledges and agrees that the name "Challenger Center" and all related logos and designs, the design of the Simulator and related hardware and software operating systems, all mission simulations, educational materials and promotional materials distributed or sold to JCPS by or under the direction of Challenger Center, and all materials related to the solicitation of JCPS by Challenger Center preceding this Agreement (collectively, the "Challenger Center Materials") shall remain the exclusive property of Challenger Center and are or will be distributed or sold to JCPS only as a licensee of such Challenger Center Materials. JCPS hereby agrees that it will neither (1) modify or alter any of the Challenger Center Materials without the written permission of Challenger Center, nor (2) copy, sell, distribute or otherwise appropriate for its own use any such Challenger Center Materials, except as permitted hereunder in connection with the operations of the Simulator.
  - b. JCPS shall obtain written permission from Challenger Center regarding the use of the Challenger Center logo and any printed materials that reference the Challenger Center name and mission statement prior to the publication of such items.
6.
  - a. JCPS recognizes that it is a purpose of Challenger Center to foster space science education of all children, and accordingly, JCPS shall, in addition to operating the Simulator as part of the educational program at The Academy @ Shawnee Challenger Learning Center, use its best efforts to make the Simulator available to members of the public, including minorities and other underrepresented populations, at times when the Simulator is not being used by JCPS students. In order to maintain a high-quality educational experience for all participants serviced by JCPS, JCPS agrees to adopt and adhere to the "Standards of Excellence" attached hereto as Appendix A.
  - b. If JCPS does not operate the Simulator in accordance with the "Standards of Excellence" as applicable to all Learning Centers and promulgated from time to time by Challenger Center, Challenger Center will have the right to terminate the License, to require the immediate return of all Challenger Center Materials, and to revoke all rights of JCPS to hold itself out as affiliated with Challenger Center. Challenger Center shall give written notice to JCPS of the exercise of this right to terminate the License, specifying the reasons for termination, in which event JCPS shall have 60 days to cure the reasons for

termination to the satisfaction of Challenger Center. If the reasons for termination exist after the end of the 60 day cure period, Challenger Center may declare the Agreement and the License terminated immediately. Upon termination of this Agreement, Challenger Center shall also have the right to repurchase the Simulator for the Purchase Price less 10% per calendar year. Challenger Center shall exercise this right of repurchase by the delivery of cash or cash equivalent to JCPS for the repurchase price and JCPS shall afford Challenger Center during regular business hours access to the facility housing the Simulator for the purpose of disassembly and removal of the Simulator.

### III. RECORDS, REPORTING, AND ACCESS

1. JCPS shall maintain complete and accurate records, of the utilization of and attendance and evaluation information at the Simulator. JCPS shall provide reports as requested by Challenger Center and as provided by all other Learning Centers on a monthly basis not later than 15 days following the end of the calendar month as to which the report relates, on a form supplied or approved by Challenger Center and similar to that used by all other Learning Centers.
2. JCPS will make available the use of the Simulator to Challenger Center for purposes of evaluation and promotion upon the request of Challenger Center at such times as are mutually agreed upon. All evaluation instruments generated in connection with evaluations shall be promptly returned to Challenger Center.
3. Challenger Center shall have right of access to the Simulator at all reasonable times. This right of access shall be extended to external evaluation staff on request.

### IV. MISCELLANEOUS PROVISIONS

1. JCPS hereby agrees to operate the Simulator in a prudent and careful manner consistent with sound public school management practices.
2. JCPS hereby agrees to maintain comprehensive general liability insurance (which may be provided by JCPS itself under a self-insurance program) in an amount of at least \$2,000,000 (U.S. dollars) per occurrence. JCPS will deliver to Challenger Center each year by the anniversary of the effective date of this Agreement a certificate of insurance evidencing this coverage.
3. JCPS agrees, to the extent permitted by Kentucky law, to indemnify and hold Challenger Center harmless against any loss, damage, expense (including, without limitation, legal and other related fees and expenses), liability or claim arising out of the operation or maintenance of the Simulator by JCPS. Challenger Center hereby agrees to advise JCPS of any claim potentially resulting in a claim for indemnification hereunder promptly after receipt of notice thereof, and JCPS shall have the option, to be exercised within 20 days of receipt of such notice, of defending such claim at its expense with counsel chosen by JCPS. The indemnification contained in this paragraph shall survive the term of this Agreement.
4. Challenger Center agrees to indemnify and hold JCPS harmless against any loss, damage, expenses (including, without limitation, legal and other related fees and expenses), liability or claim arising out of the assembly or installation of the Simulator or defects in the design of the Simulator existing at the date of acceptance of the Simulator by JCPS. JCPS hereby agrees to advise Challenger Center of any claim potentially resulting in a claim for indemnification hereunder promptly after receipt of any notice thereof, and Challenger Center shall have the option, to be exercised within 20 days of receipt of such notice, of defending such claim at its expense with counsel reasonably acceptable to JCPS. The indemnification contained in this paragraph shall survive the term of this Agreement.
5. Challenger Center shall defend and indemnify JCPS against any and all claims and damages pertaining to patent, trademark or copyright infringement, or to violation of any trade secret, license, or proprietary rights arising from the intended use of the licensed services by JCPS.
6. Challenger Center agrees to indemnify and hold JCPS harmless against any liability as a result of the actions or conduct of Challenger Center employees, contractors or representatives performed in the scope of their duties at JCPS facilities.

## V. GENERAL

1. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach of any provision thereof, shall be settled by arbitration to be held in Louisville, Kentucky in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
2. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the purchase and sale of the Simulator and the License of the Challenger Center Materials and supersedes any prior agreements between the parties, whether oral or written, including the Memorandum of Understanding.
3. **Amendments.** Any amendment to this Agreement shall be made in writing and signed by both parties hereto.
4. **Assignments.** Neither party to this Agreement may assign or transfer its interests in or obligations under this Agreement without the prior written consent of the other party.
5. **Enforceability.** If any provision of this Agreement shall be found by a court with proper jurisdiction to be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified, narrowed, or restricted only to the limited extent and in the manner necessary to render the same valid and enforceable, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified, narrowed, or restricted.
6. **Waivers.** A waiver by one party of any breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as a waiver of any other provision, or a waiver of a breach of any other provisions, of this Agreement.
7. **Inability to Perform.** Neither the Challenger Center nor JCPS shall be responsible for any performance or delay in performance of any of the requirements set forth in this Agreement due to any law, ordinance, regulation, order, judgment, or decree, any earthquake, flood, fire, or other act of God, any accident or casualty, any lockout, boycott, strike, or other labor controversy, any riot, civil disturbance, or act of war or armed conflict, any act of embargo or delay of a common carrier, or any other inability to obtain sufficient equipment, labor, transportation, or other required commodity or service beyond the control of Challenger Center or JCPS.
8. **Counterparts.** This Agreement may be separately executed in several counterparts, all of which together shall constitute one Agreement, notwithstanding that all signatories have not signed the same counterpart.
9. **Governing Law.** The parties agree that this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Kentucky which would otherwise apply to contracts made and performed therein.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Challenger Center:**

Challenger Center for Space Science Education  
300 N. Lee Street, Suite 301  
Alexandria, VA 22314  
Phone: (856) 768-6803  
Attn: Martin W. Schwartz

**JCPS:**

Jefferson County Board of Education  
3332 Newburg Road  
P.O. Box 34020  
Louisville, KY 40232-4020  
(502) 485-3154  
Attn: General Counsel

Notices shall be delivered by certified mail. All notices shall be deemed to have been given (i) two business days after being sent by certified mail, return receipt requested, postage prepaid or (ii) one business day after being sent via a reputable nationwide courier service guaranteeing next business day delivery. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

*{Signatures appear on the following page}*



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

**CHALLENGER CENTER FOR SPACE SCIENCE EDUCATION**

By: \_\_\_\_\_

Name: Daniel Barstow

Title: President

Date: December 7, 2009

**JEFFERSON COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_

Name: Sheldon H. Berman, Ed.D.

Title: Superintendent

Date: 12/15/09

**SCHEDULE A**  
**INSTALLATION WORK**

**DIVISION OF WORK RESPONSIBILITIES**

Challenger Center supplies the perimeter of the Space Station (fiberglass modules) and its contents, (computers, printers, monitors, activity supplies, activity task cards, software and pre- and post-visit activity materials), the consoles for Mission Control, the wall monitors and the wiring harnesses that connect everything together. Specifications for each of the following items are detailed in the Challenger Learning Center Site Preparation Guide.

JCPS is responsible for all "conditioning" of the site, which includes:

- building permits
- meeting fire, electrical, and construction code requirements
- reviewing Simulator plans and specifications for compliance with local building code and ADA requirements
- demolition
- special lighting
- new doors and partition walls
- reconfiguration of electrical supply
- reconfiguration of HVAC ducts (if necessary)
- ceiling, wall, and floor treatments
- support and treatment of monitors on Mission Control wall
- installation of up to (3) three dedicated phone lines or high speed broadband access point as required

JCPS is also responsible for providing the following optional items:

- Flight Directors' suits
- Chairs for Mission Control

JCPS will designate a technician responsible for re-supply maintenance, first-line trouble-shooting and repair of the Simulator. In addition, JCPS will be responsible for informing Challenger Center of any changes to this designation.

JCPS is responsible for travel and subsistence for one representative from their institution to inspect and approve the Simulator at its existing location in Radcliff, Kentucky as provided in the Memorandum of Understanding.

Challenger Center will provide advisory personnel who will liaise with on-site staff during the two week installation period. JCPS is responsible for providing the following during the installation period:

- labor during installation:
- unloading crew (four laborers for one day)
- four finish carpenters for four days
- one electrician during second week of installation (usually one day)

Challenger Center will provide advisory personnel during the two week cabinetry and electronic installation period. On arrival of the Simulator, the equipment will be site inspected for any damage incurred in transit. Any material damaged will be replaced or corrected and the equipment set in place. All hookups and connections will be made and the component equipment installed using the local labor provided by the site. The equipment will be tested to ensure its proper operation. JCPS will be instructed on cleaning, maintenance, how to troubleshoot problems and how to contact Challenger Center for support and/or repair.

**SCHEDULE B**

December 15, 2009	<b>\$140,000 payment due to Challenger Center.</b> Payment equals 50% of purchase price.
January 7, 2010	Complete set of blueprints submitted to Challenger Center (by JCPS)
May 25, 2010	Start site construction/renovation (by JCPS)
July 30, 2010	Install Mission Control dropped ceiling supports, 110 volt outlets, lighting, any HVAC modification/installation. (by JCPS)
July 30, 2010	Completion of all wall treatments, painting of walls and doors, and installation of carpet (by JCPS)
August 23, 2010	Challenger Center Installation Begins. <b>\$112,000 payment due to Challenger Center.</b> Payment equals 40% of adjusted purchase price. (NOTE: THE OPERATOR SHALL PROVIDE A "CERTIFICATE OF OCCUPANCY" PRIOR TO INSTALLATION.
August 23, 2010	Carpentry (by Challenger Center with support from JCPS)
August 23, 2010	Electrical installation (by Challenger Center with support from JCPS)
August 23, 2010	Space Station Ceiling and Floor Installation (by JCPS with support from Challenger Center)
September 6, 2010	Debug, acclimatization/local adaptations
September 6, 2010	Last day to change training dates without incurring costs. In the event that JCPS changes training dates after this deadline, JCPS shall reimburse Challenger Center for all costs and expenses incurred by Challenger Center in connection with such change. Reminder: a temporary or permanent Certificate of Occupancy is required (see above).
September 13, 2010	Training and testing
September 13, 2010	License Fee Commencement Date
October 12, 2010	Final Acceptance. <b>\$28,000 payment due to Challenger Center.</b> Payment equals 10% of adjusted purchase price.

**APPENDIX A**  
**"STANDARDS OF EXCELLENCE"**  
**(Suggested Guidelines)**

**I. Area of Excellence: FACILITY**

- A. The Challenger Learning Center facility reflects top standards of cleanliness, operation, maintainability, and physical access.

**Criteria**

1. The Challenger Learning Center is clean and in good repair at all times.
2. Any space used in conjunction with the Challenger Learning Center (e.g., entranceway, theater, orientation area) is clean and in good repair at all times.
3. A preventive maintenance program ensures that all equipment is in proper working order during simulations.
4. A supply of necessary back-up equipment and supplies is maintained at the discretion of the local flight director.
5. Any physical modification to Mission Control or the Space Station is first reviewed and approved, in writing, by Challenger Center Headquarters.
6. The Challenger Learning Center meets all local fire and building codes.
7. The Challenger Learning Center is accessible to the physically disabled.

**II. Area of Excellence: PERSONNEL**

- A. The lead staff person (i.e., Lead Flight Director) in the Challenger Learning Center is a qualified educator within the educational community who demonstrates exemplary leadership and teaching skills.

**Criteria**

1. Qualifications of the Lead Flight Director:
  - a. College degree, preferably with an education and/or science background
  - b. Instructional experience
  - c. Staff development experience
  - d. Flight Director training through Challenger Center headquarters
2. Characteristics of the Lead Flight Director:
  - a. Demonstrates good presentation skills
  - b. Demonstrates leadership skills
  - c. Demonstrates organizational skills
  - d. Demonstrates management skills (particularly in terms of leading and participating in a staff team)
  - e. Relates well with children and adults

- f. Is animated, creative, and enthusiastic
- g. Acts as an appropriate role model

3. Responsibilities of the Lead Flight Director:

- a. Teaches in the Challenger Learning Center no less than once a week
- b. Acts as a liaison between the Challenger Learning Center institution and Challenger Center Headquarters
- c. Maintains educationally sound programs in the Challenger Learning Center at all times
- d. Maintains a well-trained staff
- e. Attends annual Flight Director meetings
- f. Follows all guidelines stated in the Flight Director certification manual

II. Area of Excellence: PERSONNEL (cont.)

B. All individuals that assist on Challenger Learning Center simulations participate as qualified instructional and support staff.

Criteria

- 1. Qualifications of Challenger Learning Center support staff:
  - a. Instructional experience
  - b. Training through Challenger Center Headquarters and/or a Lead Flight Director
- 2. Characteristics of Challenger Learning Center support staff:
  - a. Demonstrates good presentation skills
  - b. Relates well with children and adults
  - c. Is animated, creative, and enthusiastic
- 3. Responsibilities of Challenger Learning Center support staff:
  - a. Participates fully as part of the staff team

II. Area of Excellence: PERSONNEL (cont.)

C. Host institutions personnel participate actively in the Challenger Learning Center Network.

Criteria

- 1. The Director of the host institution (or a designated representative) attends the Network Directors meetings as called from time to time by Challenger Center Headquarters.

2. The Director of Education of the host institution (or a designated representative) attends the annual Network Directors of Education meeting.
3. The Lead Flight Director (or a designated representative) attends the semiannual Flight Directors meetings.
4. The individual responsible for institution public relations works closely with Challenger Center Headquarters to ensure media coverage is well-coordinated and well-documented.
5. The individual responsible for institution fund-raising works closely with Challenger Center Headquarters to ensure development efforts are well-coordinated and well-documented.

III. Area of Excellence: EDUCATIONAL PROGRAMS

A. The Challenger Learning Center maintains educational excellence and is recognized as an exemplary educational tool by the community.

Criteria

1. All Challenger Learning Center programs incorporate sound educational objectives.
2. All science reflected in Challenger Learning Center programs are accurate and real within the context and constraints of the simulation.
3. Programs for school groups take priority over all other Challenger Learning Center programs.
4. A Flight Director trained by Challenger Center Headquarters or by a Lead Flight Director is on the premises for any school group "flight."
5. Challenger Center Headquarters produces and supports educationally sound scenarios that conform to appropriate national education standards.
6. Any modification to a scenario is reviewed and approved, in writing, by Challenger Center Headquarters before being integrated into the Challenger Learning Center operations.
7. The Challenger Learning Center maintains the educational objectives and standards of each scenario.
8. For school groups, the Challenger Learning Center offers, and requires participation in, all of the following scenario components:
  - Teacher in-service
  - Preflight activities
  - Orientation
  - Simulated mission
  - Debriefing
  - Post flight activities
  - Student/teacher evaluations
9. The Challenger Learning Center encourages parental participation in post flight activities.

IV. Area of Excellence: OUTREACH



- A. As a contributing member of the local educational community, the Challenger Learning Center provides and reinforces positive learning experience for all individuals, particularly students.

Criteria

1. The Challenger Learning Center is accessible to all, without regard to race, color, religion, gender, national origin, or disability.
2. The Challenger Learning Center is proactive in reaching and serving students that are under-served in the areas of science, math, and technology education.
3. Challenger Center Headquarters and the Challenger Learning Center encourage and support family involvement in the Challenger Center educational experience.

V. Area of Excellence: EVALUATION

- A. The Challenger Learning Center provides documented evidence of educational results.

Criteria

1. The Challenger Learning Center participates in formal evaluation through the use of evaluative tools provided by Challenger Center Headquarters.
2. Challenger Center Headquarters shares formal evaluation results with all members of the Challenger Learning Center Network.
3. Challenger Center Headquarters periodically evaluates the operations of the Challenger Learning Center and shares all evaluation results with the host institution.
4. For purposes of evaluation, the Challenger Learning Center is accessible to Challenger Center Headquarters staff and their designated representatives, without prior notification, at all operational hours.

