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Bridge Foundry 2013 Program Support Memorandum of Agreement

March 24, 2013 Prepared for James Carlson confidential information

Overview

We're bridge builders. We are dedicated to doing whatever it takes so that the makers of technology are reflective of our society, because diversity fosters innovation. We also believe that programming literacy is a fundamental skill, and that people need to understand the technologies they depend on. To reach this goal, we're helping organizations train, mentor, network, and encourage people—particularly those who are underrepresented—to fully participate in technology, and have fun doing it.

Under this Agreement, Bridge Foundry will become a School Factory Emergentcy School program.

Origins

Bridge Foundry sprang from RailsBridge, an organization working to make tech more accessible and equitable through education and mentorship. Our workshop process and curricula are open source and freely available online. Local chapters are springing up all over the world. Since June 2009, there have been 84 workshops in 29 different locations, including Berlin, South Africa, and Singapore. In March 2013 alone, there have already been 17 workshops—as many as were held in half of last year.

RailsBridge has inspired a wave of innovation in grassroots outreach. Many organizations and events credit RailsBridge's open documentation or their attendance at a workshop as part of their founding inspiration, including: RailsGirls, PyStar, PyLadies, Boston Python Workshops, Scala Outreach Workshop, Confident Coding JS, ClojureBridge, and Women Who Code. In addition to workshops, RailsBridge sponsors mentorship programs and open source software projects.

Current Programs

Workshop Events

A typical workshop is 1.5 days, beginning with a Friday evening "Installfest" where we get all the necessary technologies installed on the students' laptops, and a Saturday workshop focused on demystifying the topic

at hand and building something the student can share, be it a static website or Web app with Rails, Django, JavaScript or other programming language or framework.

Mentor Programs

RailsMentors, an online community of students and teachers founded in 2009, has served 1615 students with 88 active mentors in 88 countries. This mostly automated matching system was an original program of RailsBridge. We aspire to have the workshops as part of a feeder program into this learning support ecosystem.

Informal **study groups** and **hack sessions** are led by volunteers to further their own learning, and often local companies sponsors these for deeper community involvement.

Open Source Projects encourage individuals to increase their programming skills. The Rails BugMash helps people improve their programming skills while contributing to a core piece of web development infrastructure. RailsBridge is also developing Bridge Troll, which will be an organizing tool for workshops. These projects help students and volunteers make their first open source contribution. This serves the wider community and also contributes to developing a "github resume" (open source code available online, with which they can prove their mettle as programmers).

New Initiatives

Below are some of the ideas generated by the community for future projects. With help and guidance from School Factory and our advisory board, and with support from key sponsors, we hope to move forward on these initiatives in 2013.

Funding

We find that many prospective organizers need very little logistical help to get a new workshop off the ground. Sometimes \$45 to pay a security guard is all that prevents a free workshop for 50 students; however, without these small sums of money and the mentorship of volunteers who have done it before, such activism remains an idea, instead of a reality.

New organizers are often woefully unprepared to navigate the often confusing requirements of corporate sponsorship, especially as an add-on requirement to managing students, volunteers, and logistics. Periodically, new workshops find sponsors who can only give money to a 501c(3) organization. Bridge Foundry can help provide sponsor packets and coordinate donations.

Our ongoing relationships with supportive companies make it possible to raise funds to support many workshops across different disciplines, all addressing our core issues. While we always encourage folks to cultivate local sponsors for their outreach work, we try to serve volunteers in our community as a funder of last resort for events that wouldn't otherwise happen.

Longitudinal Study

We'd like to know more concretely the number of RailsBridge students who come back for another workshop, become volunteers, and end up in better professional situations in part due to their attendance at a workshop (or many). We have anecdotal evidence of RailsBridge workshop participants becoming professional developers, but there's a lot more to learn about our efforts.

Conference Kit

One great way that RailsBridge has grown as been the addition of a workshop to an existing conference event. We'd like to codify this process with the organizations KidsRuby and CodeRetreat and also expand beyond Ruby and Rails into other technologies.

Open Workshop Summit

We would like to meet with our program sponsors and key organizers in person for a one-day event to strategize and brainstorm about plans for the future.

About the School Factory

The School Factory is a 501(c)3 non-profit organization founded in 2002 to create value-creating, interdisciplinary and intergenerational learning communities focused on leadership, entrepreneurship, creative arts, and technology. This Wisconsin-based organization creates and sustains two primary program activities:

1) Space Federation

The Space Federation supports and develops a network of hackerspaces, makerspaces, artist spaces, and co-working facilities--the *containers* for value-creating communities, and the ideal learning environments of the future. The School Factory provides network participants with shared best practices and consulting on facility establishment and development, fiscal sponsorship, mentoring and support, and a toolkit of documentation and guidelines for setting up and sustaining new hackerspace, makerspaces, artist spaces, and co-working facilities.

Examples of Space Federation network members include:

- **Bucketworks**, in Milwaukee WI, founded in 2002: a 27,000 sq. ft. interdisciplinary hackerspace, makerspace, and co-working facility (a *health club for the brain*) created by the School Factory as a demonstration of the potential of value creating communities and home offices of the School Factory (http://bucketworks.org)
- **Jigsaw Renaissance**, in Seattle WA, founded in 2009: an interdisciplinary hackerspace and co-working environment co-founded by Willow Brugh which focuses on education and action (http://jigawrenaissance.org)
- **Pumping Station: One**, in Chicago IL, founded in 2009: an interdisciplinary hackerspace (see http://ps1.org)
- **Sector67** is a collaborative space in Madison, WI dedicated to providing an environment to learn, teach, work-on, build, and create next generation technology; including software, hardware, electronics, art, sewing, pottery, glass, metalwork, iPhone/Android applications, games, etc. (see http://sector67.org)

2) Emergentcy Schools

The School Factory develops and implements learning activities, events, and programming/ curriculum that could be used in any community to foster the development of leadership, entrepreneurship, creative arts, and technology--the *contents* of value-creating communities. Emergentcy Schools are collaborative & nonconformist learning/teaching programs that can be hosted in any space and in which anyone can participate. Its goal is to help engage and prepare a creative, entrepreneurial, and technically adept intergenerational population to take responsibility for expressing the potential of civilization.

Examples of Emergentcy Schools include:

- The Milwaukee Spotlight Student Film Festival, the only high-school age focused film festival in Wisconsin and one of only a handful nationwide. This annual event collects movies--in 2008, over 68 movies from students in 11 states--and features them in a 2-day festival event which awards prizes in the form of mentorship, career coaching, and reputational advancement for young filmmakers. (see http://milwaukeespotlightfilms.org)
- Open Art, which engages intergenerational participants in the formation of a confidence of creative expression in writing, photography, drawing, dancing, sculpture, painting, and the building of a language of communication for a greater aesthetic engagement with themselves and the world. In 2009, Open Art brought together residents of a facility for mentally disabled individuals (Oakton Manor) with students from area universities every two weeks for three months to produce over 200 works of art, which were exhibited to the public as "Take a Look: From the Inside Out," putting a nurturing spotlight on those afflicted with mental illness. (see http://www.youtube.com/watch?v=f5UZOWzPh1w)
- BarCamp Milwaukee, an annual technology, engineering, design, and community unconference patterned on the original Barcamp event, celebrating its 7th year in 2012. This 2-day event brings together 200-250 technologists, designers, programmers, and creatives to share knowledge, teach, and exchange skills and ideas. (see http://barcampmilwaukee.com)
- StartupAccelerator, a semi-annual unconference event which connects
 entrepreneurs and inventors with the knowledge and resources to make their startup
 idea, business, or invention a success. In three events in the past year,
 StartupAccelerator has connected more than 200 entrepreneurs in economically
 depressed areas of Wisconsin with resources and partnerships to make their startups
 a success.

Expectations for Deliverables

The Bridge Foundry staff, led by Sarah Allen as Program Director will deliver the following BRIDGE FOUNDRY related activities in 2013:

- 1. Open Workshop Process & Curriculum
- 2. Call for Participation: outreach to new geographies & volunteers

- 3. Fundraising for new workshops and fostering self-sustaining learning communities
- 4. Assistance to other event organizers in expanding the outreach efforts of their events

Activities

BRIDGE FOUNDRY will assume primary responsibility for program activities and events.

Governance

The School Factory has an established program process and infrastructure to develop, sustain, and measure your program's activities. Engaging in this MOA means that we expect your program to work with us in developing the following (assuming you haven't already done so):

The School Factory will:	BRIDGE FOUNDRY will:	
Provide an on-boarding plan for your program that includes an assessment of your program's needs and opportunities to ask questions.	Participate in this on-boarding plan and assessment by BRIDGE FOUNDRY's Leadership and/or Advisory Board.	
Provide advice about developing a Theory of Change.	Develop a Theory of Change (model for decision making): where we intend to go, and how we mean to get there More info about this can be found here: http://ctb.ku.edu/en/tablecontents/sub_section_main_1877.aspx	
Provide advice about developing an Advisory Board, if requested.	Recruit/Develop an Advisory Board for our program to establish/maintain our program's governance, effective measurements, and set the strategic direction of the program, partners, and sponsors	
Provide advice about recruiting/developing a Volunteer Pool, if requested.	Recruit/Develop a Volunteer Pool to become involved with program operations: Marketing, Social Media/Outreach, Programming, and program events	
Provide advice about developing a set of Measures of Impact, if requested.	Develop and deliver set of Measures of Impact that quantifies and qualifies the value of our program's activities to society. (i.e. What positive effect does our program have on the world and how do we "prove" that effect is actually	

	happening?)	
Provide your program with its own Associated Bank sub-account (under the School Factory's umbrella bank account) if desired, including a "starter pack" of checks and a debit card.	Assume the costs of maintaining our own bank account, including but not limited to: Monthly account maintenance fees, costs for purchasing additional checks, etc. These costs must be added as monthly expenses to the accounting tool provided to BRIDGE FOUNDRY.	
Provide services needed to create and maintain contractual agreements with partner organizations, sponsors, and vendors required to carry out program activities, acting as legal representative for the program		
	Only engage in activities that support the mission of the School Factory. BRIDGE FOUNDRY will NOT engage in any religious or political activities, as this would put the School Factory's 501(c)3 tax exemption status at risk.	
Provide any needed guidance, training, and/or process documentation needed to address inherent liabilities in serving minors, including but not limited to: Liability policies for serving minors, Criminal Background Checking policies, and/or overall training and guidance in limiting liability to both BRIDGE FOUNDRY and the School Factory.	FOUNDRY agrees to enlist the assistance of the School Factory in assessing documentation & training	
Provide General Liability insurance for BRIDGE FOUNDRY. The School Factory will also investigate whether or not BRIDGE FOUNDRY needs any additional coverage based on its activities, and will provide a price quote from its insurance carriers to BRIDGE FOUNDRY.	If any additional coverage is needed, BRIDGE FOUNDRY will assume the costs for it and will add this expense to their monthly accounting tool.	
Provide BRIDGE FOUNDRY with a Liability & Release Form that releases the School Factory from all liability related to BRIDGE FOUNDRY activities.	Submit a signed copy of the School Factory's Liability & Release form.	
Provide BRIDGE FOUNDRY with a boilerplate liability release form for its program's participants that releases BRIDGE FOUNDRY	Use the provided form for all BRIDGE FOUNDRY. All participants will sign this form and BRIDGE FOUNDRY will store	

and the School Factory from liability	a copy of all the signed forms and provide them to the School Factory upon request.
Provide guidance, management tools and/or training related to hazardous environments, materials and/or situations to minimize liability that may result from any accident.	Provide information in a timely manner to the School Factory about all potentially hazardous environments, materials and/or situations that its program engages in.
Provide BRIDGE FOUNDRY with a tool to log all accidents / injuries that occur as a result of their activities.	Use this tool to log all injuries / accidents that occur as a result of BRIDGE FOUNDRY activities.

Communications

The School Factory employs a Director of Communications who specializes in capturing information and stories about your program and marketing your program to the public.

The School Factory will:	BRIDGE FOUNDRY will:	
Provide an OpenAtrium website for transparent project management and internal program communications for your program's staff, advisors, and volunteers. This includes free hosting	Create and/or Maintain a program website , and be primarily responsible for the administration and management of its hosting, domain name, and email services.	
Use information BRIDGE FOUNDRY provides to assist in communicating & marketing the program to the School Factory's larger audience, which may include Atrium, Google Groups, Facebook, Twitter, Tumblr, Flickr, G+, etc.	Provide the School Factory with all methods it uses to communicate & market their program to the public, including Google Groups, Facebook pages, Twitter Handles, Tumblr, Flickr, G+, etc.	
Add your program's logo to its website, if the program has one developed.	Add language to its website that BRIDGE FOUNDRY is "A program of the School Factory, Inc., a 501(c)3 nonprofit organization."	
	Add language to all marketing materials & correspondence that BRIDGE FOUNDRY is "A program of the School Factory, Inc., a 501(c)3 nonprofit organization."	

Fund Development

The School Factory employs a Director of Operations who can assist you in developing ideas and providing advice about raising funds/in-kind donations for your program. Our goal for your program is to assist you in building long-term funding relationships. Because your program will be engaged in fund development activities under the School Factory's name, compliance is especially important to maintain & develop the organizational reputation of the School Factory.

The School Factory will:	BRIDGE FOUNDRY will
Provide advice about Fund Development tactics, strategies, potential pitfalls & ideas to build the sustainability of your program.	Learn about and understand the differences between restricted and unrestricted donations, and ensure all restricted donations are spent in accordance with all Donor expectations. If these expectations cannot be met, BRIDGE FOUNDRY will communicate with the School Factory AND directly with the Donor about the situation so they may make a decision about how they wish to proceed (Allow donation to be spent differently or refund the donation.)
Provide a PayPal Donation Button and/or Amazon Payments Button for your program to add to your website. Donations made to your program via PayPal and Amazon Payments will "land" in the School Factory's account, and the program will receive these funds, minus any service fees and the 10% Administration fee.	Use only the School Factory PayPal and/or Amazon Payments button on your program's website to reduce confusion and ensure that all donations are being captured in School Factory accounts.
Provide advice about the Kickstarter or IndieGogo Campaign program, should the program choose to do so.	
Process all tax-deductible cash donations made to your program. All tax-deductible cash donations are subject to a 10% Administration fee for the School Factory.	Log all tax-deductible donations into the School Factory's Donation Form, whether cash or in-kind, including information about each Donor so the School Factory may communicate with them efficiently, if needed.
Provide Donor Acknowledgement Letters/Receipts for all tax-deductible cash and in-kind donations valued over \$250, or upon request.	

Financial Reporting

Because your program will be operating as an entity of the School Factory, your program's income and expenses must be accounted for in School Factory accounting and taxes:

The School Factory will:	BRIDGE FOUNDRY will:
Provide your program with an accounting tool for capturing your program's income and expenses on a monthly basis. We will also provide your program with any training you may need to effectively use the tool.	Accurately enter income and expense data into the accounting tool on a monthly basis.
Complete and submit the Federal Tax Return on an annual basis, including income and expenses from your program.	Submit all income & expense data to the School Factory each fiscal quarter using the provided accounting tool.

Terms and Conditions

Amendments

If either party wishes to amend the terms of this Agreement, it must be done in writing and signed by both parties as an Addendum to this Agreement. A live copy of this Agreement will be stored on the OpenAtrium website located at http://atrium.schoolfactory.org.

Termination

Either BRIDGE FOUNDRY or the School Factory may terminate this Agreement within 60 days advance written notice. The School Factory will provide all program products, documents, intellectual property, and management information developed or created while implementing the program in a public forum, licensed for unlimited use, thus freeing BRIDGE FOUNDRY and other agencies to make use of whatever has been created during the course of the program operation.

Ownership of the Products

The School Factory agrees that any and all products or services developed pursuant to this Agreement shall be the sole and exclusive property of the originating program participants (such as hack-a-thon participants, event contributors, and partners) and the School Factory excepting the use of pre-existing work, material, publication, video media, plans, examples, scripts, and artwork that are the copyrighted property of the consultant or of open source

software which is in the public domain. The name "BRIDGE FOUNDRY" and associated domain names and identity materials such as logos will remain under the control of BRIDGE FOUNDRY.

Use of Funds

The School Factory commits to applying the BRIDGE FOUNDRY sponsorship contribution only and directly to the program activities as described above, and will maintain contributed funds separately from general operating funds and other School Factory program funds. Financial reports detailing program expenditures will be made available on a quarterly basis through the website located at http://atrium.schoolfactory.org.

Mediation

Any dispute or claim in law or equity arising out of this agreement or any resulting transaction, including disputes or claims involving the parties to this agreement, their officers, agents, or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact. The parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the parties reflecting the same, and the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this agreement and other rights and remedies afforded to them by law.

Signature

As a representative of BRIDGE FOUNDRY, I agree to the terms of this Memorandum of Agreement.	,
Date:	
As a representative of the School Factory, Ito the terms of this Memorandum of Agreement.	, agree
Date:	