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Bridge Foundry
2015 Program Support
Memorandum of Agreement

November 23, 2015

In March 24, 2013, Bridge Foundry became a School Factory program. This document describes the School Factory and Bridge Foundry organizations and documents the current terms of the agreement.

The 10% fee on funds received that School Factory charged Bridge Foundry under the terms of the original agreement will be updated to a 12.5% fee starting on June 1, 2015.

About Bridge Foundry

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.

Origins of Bridge Foundry
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. From June 2009-March 2013, RailsBridge held 84 workshops in 29 different locations, including Berlin, South Africa, and Singapore. In March 2013 alone, there were 17 workshops—as many as were held in half of 2012.

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, Web app or other tech with Ruby on Rails, Clojure, 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 has helped people improve their programming skills while contributing to a core piece of web development infrastructure. 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).

Online Resources

Event Organizing Bridge Troll is an organizing tool for workshops. This web application supports organizers by including typical workshop patterns (sorting students & volunteers, displaying workshop curriculum, managing waitlists), as well as supporting policy, such as displaying the Code of Conduct.

Cookbooks Workshops are organized using a set of "recipes" which illustrate good patterns for making workshops happen. The goal is to allow organizers to improvise using the available ingredients, while giving new people a clear sense of how to be successful.

Workshop Curricula Each Bridge provides one or more curricula which provide the instructional material for a workshop. These are living documents which improve with every workshop from volunteer contributions which may come from teachers, TAs, or the students themselves.

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.

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.

Patterns for Levelling Up
We have many experienced developers who hone their skills through teaching, learning a new language or framework, or contributing to one of our open source projects. For people who are new to coding and want to become software developers, we have few resources after the intro workshops. We believe that we can extend our current model to support someone throughout their journey from novice to expert developer. We already have many success stories of women who came to RailsBridge to learn to code and are now working in the field; however, we still hear of people who aren't sure what to do after their first or second workshop.

The transition from student to teaching assistant to teacher is one effective path, but it is not sufficient. We have experimented with pair programming evenings, mob programming, study groups, co-working days at Internet Cafés and post-workshop hack nights. These are all good and can be effective, but we aspire to create a path (which may be non-linear) that people could follow to become a practicing software developer.

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, potentially in collaboration with organizations like KidsRuby and CodeRetreat. This has already been done on an adhoc basis, and there is an opportunity to make this happen at scale.

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.

Governance:

The Bridge Foundry program director, Sarah Allen, is the principal liaison to School Factory. The Program Director leads the Bridge Foundry organization through a managing Executive Board. The Bridge Foundry Executive Board is appointed by the Program Director, composed of individuals who represent key functions or sub-organizations.

At such time as the Program Director leaves office, the Bridge Foundry Executive Board would appoint a new Program Director.

About the School Factory

The School Factory is a 501(c)3 non-profit organization that facilitates the learning communities of the future in the following ways:

- **Enabling Others:** We provide fiscal sponsorship and operational support for a variety of innovative learning programs and collaborative spaces across the country.

- **Consulting:** We offer consulting services to schools, libraries, and other entities looking to further education innovation.

- **Space Federation:** We publish publicly available resources about best practices for starting, growing and sustaining a collaborative space, and facilitate conversation and learning among leaders of collaborative spaces.

History

School Factory was founded in 2002 to create value-creating, interdisciplinary and intergenerational learning communities focused on leadership, entrepreneurship, creative arts, and technology. It began by launching Bucketworks, a health club for the brain, which offered people and communities both a physical space and the tools to test-drive their ideas and their passions. Since Bucketworks opened, its members have created more than 90 new programs and companies, ranging from high-tech startups to high schools, hundreds of pieces of art and technology, and thousands of events and experiences.

As the economy compressed in 2008 and 2009 and hundreds of similar spaces sprung up across America to support displaced workers and new entrepreneurs, School Factory partnered with these spaces to form the Space Federation, a national network of creative maker environments that share resources, tools, and expertise. We began to offer fiscal sponsorship to these organizations, as well as to organizations offering hands-on, innovative educational programming and events.

Examples of other organizations we support include:
- WikiSeat: http://www.wikiseat.org/
- Curiosity Hacked: http://www.curiosityhacked.org/
- Islands of Brilliance: http://islandsofbrilliance.org
- Liberating Ourselves Locally: https://oaklandmakerspace.wordpress.com/
- Fertilab Thinkubator: http://fertilabthinkubator.com/
- Quelab: http://quelab.net/

Value Delivery

Programs like Bridge Foundry that operate as the School Factory receive the following benefits and values:
1. Ability to accept grants and tax-deductible donations without maintaining independent 501(c)3 non-profit organization

2. Infrastructure for managing finances, including checking and paypal accounts
3. Regular financial tracking and reporting, including notation of restricted funds
4. Ongoing management of financial transactions, including invoicing, reimbursements, online donations, and tax letter processing
5. Solicitation of executive or advisory board input to the development of the program and selection of its leader, as needed
6. Operating staff support for volunteer coordinator
7. Payroll and human resources management
8. Annual tax filing and reporting
9. Strategic support for continued growth and development

Previous Work

Under the terms of the original MOA, School Factory completed the following:
- Supported program operations since inception
- Onboarding and coaching through the process of becoming a program
- Supported development of Theory of Change & Measures of Impact
- Provided responsive service when ad-hoc funding requests were made
- Updated and upgraded accounting practices and methods

Expectations

Engaging in this MOA means that School Factory will continue to support Bridge Foundry as a School Factory program, and the School Factory and Bridge Foundry agree to the following:

Activities
Bridge Foundry will assume primary responsibility for program activities and events.

Governance

The School Factory will:	Bridge Foundry will:
Provide mentoring, facilitation, and advice as needed about the development of a Theory of Change, as requested. Facilitate discussion with Advisors about Theory of Change.	**Continue to 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 recruiting/developing a Volunteer Pool, if requested.	**Develop a Sustainable Volunteer Pool** to support program operations: marketing, outreach,program development, and events.
Provide advice about developing a set of Measures of Impact, if requested. Identify value-adding measures or provide feedback on measurement tools and systems. Recommend solutions for implementation of measurement. Facilitate discussion between Advisory Board and/or Board members about the development of systems for tracking, volunteer participation, and measurement.	**Identify draft measures of impact and identify sources of funding to develop qualitative assessment of the impact by third parties.** Programs need measures that quantify and qualify 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?)
Maintain sub-account checking account for Bridge Foundry (under the School Factory's umbrella bank account), including option for key volunteers to have cash cards for specific mission-oriented activities.	**Staff role for finance oversight and cover costs of maintaining our sub account,** including but not limited to: tracking expenses and identifying funding sources, covering monthly account maintenance fees, costs for purchasing additional checks, etc. These costs will 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.	**Consistently communicate with the School Factory in a timely manner about all contractual needs** it currently has and/or is likely to have in the future.
	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 sample 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.	**If Bridge Foundry engages in activities that involve minors** (youth under 18 years of age), Bridge Foundry agrees to work with the School Factory in assessing documentation & training needs that will minimize the inherent liabilities in serving minors.

Provide General Liability insurance for Bridge Foundry as part of its overall existing General Liability policy.	**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 input on developing a liability release process for all program's participants that releases Bridge Foundry and the School Factory from liability. See example form	**Bridge Foundry must** establish a process where new Bridge programs would commit to using a form of the Liability Release language when engaging with new program participants as part of the registration process. Bridge Foundry will also work with existing programs to create similar processes for new participants. Bridge Foundry will store a list of participants who have accepted the Liability Release for retrieval when needed by School Factory. If School Factory ever has a need to review this information, it will be never be transmitted as clear text and will be stored securely with limited access by only those with a need to know. No one will be contacted without explicit approval of Bridge Foundry Program Manager or as required by law.
Provide advice and example documentation 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.- http://bit.ly/injurylog	**Use this tool to log all injuries / accidents that occur** as a result of Bridge Foundry activities.
Review Bridge Foundry priorities as they are updated in a timely manner.	**Maintain a list of program priorities and share with School Factory whenever priorities change.**

Communications

The School Factory will:	BRIDGE FOUNDRY will:
Provide an **OpenAtrium website** for	Maintain a **program website**

transparent project management and internal program communications for your program's staff, advisors, and volunteers, which Bridge Foundry may use at its option. This includes free hosting.	**(bridgefoundry.org),** and be primarily responsible for the administration and management of its hosting, domain name, and email services.
If appropriate in the context of School Factory's current marketing efforts, use information Bridge Foundry provides to **assist in communicating & marketing the program to 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.
	Include language on its website that Bridge Foundry **is program of the School Factory, Inc., a 501(c)3 nonprofit organization.** *Note that this information can be displayed in the footer or small print section of the design and is there purely to facilitate legal identification.*
	Add language to all marketing materials & correspondence that Bridge Foundry is **a program of the School Factory, Inc., a 501(c)3 nonprofit organization.** *Note, this information can be in the footer, or small print of the design.*
Suggested wording for "About" page on a website: "Bridge Foundry is a program hosted by the School Factory, Inc., under the leadership of a representative board and volunteer Program Director, Sarah Allen. School Factory is a 501(c)(3) non-profit organization in the United States that provides infrastructure to facilitate Bridge Foundry and other educational non-profits." School Factory will provide a landing page on its website for Bridge Foundry that details the relationship between Bridge Foundry and School Factory under this MOA: http://schoolfactory.org/hosted/bridgefoundry	**When describing Bridge Foundry in public-facing materials, accurately represent its nature as a program of the School Factory.** This means not referring to Bridge Foundry directly as a non-profit, 501(c)3, or using other terms that would lead the public to believe it has independent legal status separate from School Factory. You may either directly address its relationship to School Factory as a program, or not refer to its legal structure at all (apart from the standard language above that could be inserted in the footer or fine print.)
Create and maintain DBA for Bridge Foundry	

so that sponsors may write checks directly to Bridge Foundry.	

Fund Development

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.)
Maintain a **PayPal Donation Button** for your program, and provide customized buttons for specific Bridge groups as needed. Donations made to your program via PayPal will "land" in the School Factory's account, and the program will receive these funds, minus any service fees and the 12.5% Administration fee.	**Use only the School Factory PayPal button on your program's website** to reduce confusion and ensure that all donations are being captured in School Factory accounts.
Provide advice about crowdfunding using tools such as **Kickstarter or IndieGogo,** if requested. Assist with setting up financial routing information on the campaign platform.	Communicate with School Factory about any crowdfunding campaigns prior to setting them up, share login information so School Factory staff can enter financial routing information, and share all details for approval prior to posting to campaign platform.
Review grant applications prior to submission, provide advice for improvements, and assist with submission as needed. School Factory retains the right to reject applications or require changes to be made prior to submission, although this rarely happens.	**Communicate with School Factory about the intention to apply for grant funding** as soon as you have made a decision and share application materials at least a week in advance of the deadline for review.
Process all tax-deductible cash donations made to your program. All tax-deductible cash donations are subject to a 12.5% Administration fee for the	**Ensure that all tax-deductible donations are processed in one of the following ways:** 1. Entered in the Invoice Request Form 2. Entered in the Donation Form

School Factory.	3. Paid via Paypal Each of these formats provides a way for the School Factory to communicate with donors 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:
Maintain accounting tools for capturing income and expenses, and enter transactions at least monthly.	**Publish financial policies** which make clear how distributed volunteers engage in financial transactions; and **Submit receipts for reimbursable expenses, review financial records on a regular basis to ensure accuracy,** and respond to questions from School Factory about transactions.
Complete and submit the Federal Tax Return on an annual basis, including income and expenses from your program and supply a copy to Bridge Foundry program director.	
Publish financial reports that includes Bridge Foundry income/expense at least annually.	

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.

Termination

Either the BRIDGE FOUNDRY designated Program Director or the School Factory may terminate this Agreement within 60 days advance written notice.

In order for any other entity to receive financial or intellectual assets within School Factory's possession for any future activity conducted through the BRIDGE FOUNDRY brand, it must meet the following requirements:

1. Use the funds to continue providing services equivalent to current services and maintain any restrictions on funds
2. AND one of the following:
    a. have incorporated as an independent non-profit organization and received formal recognition of 501(c)3, or other applicable tax exemption permitted by the IRS regulations
    b. have entered into a new program operation relationship with a different fiscal sponsor that has formal recognition of 501(c)3 or other applicable tax exemption

If the new entity meets these requirements, the School Factory will provide all Bridge Foundry funds and assets, including the name Bridge Foundry, identity materials, logos, 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.

School Factory may require receipt of relevant documentation to ensure these requirements are met prior to releasing funds.

If specific donors explicitly state they do not want funds to transfer to the new organization, School Factory retains the obligation to keep funds or allocate them in some other way that is in keeping with the donor's wishes.

Ownership of the Products

The School Factory agrees that any and all products or services or content developed through the execution and support of this program will be open-sourced using the MIT license for code and Creative Commons for content except where personally identifiable information would be included.

Use of Funds

Apart from the 12.5% administrative fee, the School Factory commits to applying the BRIDGE FOUNDRY sponsorship contributions 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.

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, Sarah Allen, agree to the terms of this Memorandum of Agreement.

Signature: 11/28/2015

Date: _Sarah Al_

As a representative of the School Factory, I, James Carlson, agree to the terms of this Memorandum of Agreement.

Signature: _James Carlson_

Date: 10-23-2015