

MEMORANDUM OF UNDERSTANDING (MOU)

DRAFT

Between
Maker Education Initiative, a Project of the Tides Center,
Children's Museum of Pittsburgh
ORGANIZATION

1. Purpose

This MOU is between Maker Education Initiative, a project of the Tides Center, hereafter referred to as "Maker Ed," Children's Museum of Pittsburgh, hereafter referred to as "CMP," and **ORGANIZATION**, hereafter referred to as "Hub."

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to the implementation of the Making Spaces program.

2. Program Description: Making Spaces

"Making Spaces: Expanding Maker Education Across the Nation" is a partnership between Maker Ed and the Children's Museum of Pittsburgh (CMP), which aims to develop a strategy to sustainably integrate making into educational institutions across the country and to create a national resource network. The project employs an innovative program model that connects educational institutions within a local region and takes a new approach to (a) raising community awareness around making and (b) supporting professional development and related services for schools and educational partners.

This regional partnership is led by the Making Spaces Regional Hub who partners with local schools, libraries, community organizations, or other educational institutions (hereafter referred to as "Sites") to help the Sites jumpstart and sustain their maker education programs. Regional Hubs and Sites develop partnerships and work together over a period of two years to build and grow their regional network of maker educators. During this time Regional Hubs provide Sites with support around professional development, community engagement, and capacity building. Regional Hubs are in turn supported by Maker Ed and CMP, which will act as "meta-hubs."

3. Activity Timeline

Spring 2020

- Regional Hubs gather for training both virtually and in person
- Hubs select a cohort of 5-10 Sites
- Hubs support Sites to:

- Set a vision and goals for maker-centered programs with a focus on sustainable and integrated maker education
- Prototype with youth and the community to inform that vision
- Start planning community engagement events (for each at Site) to share their vision and build their community

Academic Year 2020-2021 & 2021-2022

- Hubs and Sites continue collaboration, professional development, and support
- Sites revisit their vision and goals for maker-centered programs with a focus on sustainable and integrated maker education
- Iterate on activities & curriculum with youth, educators, and the community to inform that vision
- Sites develop and host a yearly community engagement event (e.g. community maker faire, youth showcase, opening gala, crowdfunding)

4. Financial Timeline

- Hub turns in MOU by or before January 30th, 2020
- First payment (\$6000) due to Maker Ed before January 30, 2020
- Second payment (\$6000) due to Maker Ed before January 30, 2021
- Third payment (\$3000) due to Maker Ed before January 30, 2022

5. Maker Ed / CMP Responsibilities to the Hub

Maker Ed / CMP commit to the following actions and responsibilities for each Regional Hub:

- Maker Ed / CMP will provide Hub with ongoing training and support through Network Meet-Ups, video conference calls, Online Maker Ed Learning Modules (PD), and regular correspondence.
- Maker Ed / CMP will offer Hub a virtual Toolkit of Resources. The virtual toolkit will include such resources as: a learning framework, an example timeline, a sample application for Sites, a cost analysis and budgeting worksheet, crowdfunding resources, campaign materials, etc.

6. Hub Responsibilities to Maker Ed / CMP

Hub commits to the following actions and responsibilities to Maker Ed / CMP:

- Identify two key point persons within their organization for all communications related to the Making Spaces program with Maker Ed / CMP.
- Ensure that point persons have adequate capacity to support 5-10 participating sites during the next 30 months.

- Relay pertinent information about their participating Sites to Maker Ed / CMP, including name of site, site contact information, and location of site.
- Communicate any changes in staffing or point persons within 15 business days of change.
- Participate in and contribute to a national network of Making Spaces Regional Hubs by engaging in professional development opportunities and discussions offered by meta-hubs Maker Ed / CMP, including, but not limited to, two in-person national network activities (one in the Fall and one in the Spring), regular monthly video conference calls, and a monthly inquiry group.
- Deepen and expand their partnerships with each Site by providing ongoing professional development, training, resources, and support around each Site's unique vision for integrating making (see below for details).
- Hub will provide CMP and Maker Ed with data and metrics pertaining to the program as requested by CMP and/or Maker Ed in writing. Hub is responsible for collecting required data and metrics from the Sites in their respective networks.
- CMP and Maker Ed may also request participation in all program evaluation efforts including surveys and written responses from Hub during the grant period. Requests will be provided in writing with clear instructions, and appropriate time will be given for Hub to respond.
- Offer constructive feedback of meta-hub resources and activities through ongoing program evaluation efforts.

7. Hub Responsibilities to Participating Sites

Hub commits to the following actions and responsibilities for each of their participating Making Spaces Sites:

- Oversee the outreach, recruitment, and selection of 5 to 10 local or regional Sites with whom to partner for Making Spaces. Outreach and recruitment may include, but is not limited to, directly contacting current or desired site partners and publishing/disseminating an application for partnership.
- Identify a point person and, if applicable, a project team at each Site participating in their cohort as a primary contact for all communications related to Making Spaces.
- Aid each Site in (a) creating their maker education vision and plan for supporting their sustainable integration of making and (b) communicating this vision to their stakeholders. To this end, Hub will:
 - Assist each Site in determining the particular goals at which its efforts to integrate making are directed, whether by means of professional development or design consultation.

- Support the site as they prototype maker-centered activities with youth and community. Prototyping will play a key role in determining a realistic and authentic vision and goals.
- Help each Site communicate their goals and vision to a chosen group of stakeholders (e.g. parents, students, teachers, administrators, funders)
- Assist each Site in developing an event to engage their community and celebrate their work. This could be a crowdfunding event, a student showcase, a family maker night, or other similar event.
- Monitor and advertise each Site's event across social media and the Hub's wider network and community.
- Build and sustain community among their cohort of Sites across the 2020-2022 school years by, for example, hosting regional in-person and online meet-ups for representatives from participating Sites.

8. Term of Agreement

This agreement will commence upon execution and will terminate on July 1, 2022.

Additions, deletions, or changes to this agreement will be made by mutual written consent of both parties.

9. Termination

This agreement may be terminated by either party for reasons including, but not limited to:

- Insufficient funds to continue participation, or changes in originating grant or contracts
- Failure to provide agreed upon services in a timely and competent manner
- Failure to comply with the terms of this MOU
- Mutual agreement of the parties

10. Record Retention

All records must be retained for three years after completion of this MOU. This requirement applies to fiscal records, reports, and client information. Supporting documentation may be kept at the subcontractor level but must be available for review for three years from the date of termination of this MOU.

11. Indemnification

Each party shall defend and indemnify and hold the other party, its officers, agents or employees harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only

in proposition to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

12. Arbitration

If a dispute arises from or relates to this Memorandum of Understanding or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim arising from or relating to this MOU or breach thereof shall be settled by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The demand for arbitration shall be made within a reasonable time after the claim or dispute arises, and any claim or dispute subject to arbitration shall be forever barred if demand for arbitration is not made within six (6) months of the date when the controversy or claim first arose. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. Governing Law

This agreement shall be constructed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this agreement shall be in San Francisco.

14. Signatures

Maker Education Initiative/Tides Center, Children's Museum of Pittsburgh, and **ORGANIZATION** indicate agreement with this MOU by their signatures.

Maker Education Initiative (Maker Ed)

Printed / Typed name

Title

Signature

Date

DRAFT

Tides

Printed / Typed name

Title

Signature

Date

Children's Museum of Pittsburgh (CMP)

Printed / Typed name

Title

Signature

Date

ORGANIZATION (Hub)

Printed / Typed name

Title

Signature

Date

DRAFT