

**Makers + Mentors Network  
Maker Fellows  
Memorandum of Understanding  
between Makers + Mentors Network and Northern Kentucky Makerspace  
August 1, 2020 – August 31, 2021**

**I. Introduction**

This Memorandum of Understanding (the “MOU”), dated as of August 1, 2020 (the “Effective Date”), lays out the terms of agreement with respect to the operation of the 2020-2021 Maker Fellows project between Citizen Schools, Inc. (“Citizen Schools”), which operates through its division Makers + Mentors Network (Citizen Schools, acting in such capacity, referred to herein as “Makers + Mentors Network”), and the Maker Fellows Subgrantee of Northern Kentucky Makerspace. Northern Kentucky Makerspace was chosen as a placement location for Maker Fellows given the strength of their application to the program and ability of Maker Fellows placement to bring value and impact to underrepresented and underserved youth in the local community.

Makers + Mentors Network is partnering with schools districts, community colleges and historically black colleges and universities to launch the new Maker Fellows program. This program is designed to connect K-12 students to maker-centered learning opportunities that help students build the academic and social emotional skills key to their success in school, postsecondary enrollment and workforce placement. Maker Fellows, through service in their local communities and participation in targeted professional development, will become life-long leaders and champions of maker-centered learning and mentorship for under-served students.

**II. Definitions**

**Sponsor:** Makers + Mentors Network in its capacity as sponsor under the Corporation for National and Community Service’s (the “Corporation”) AmeriCorps VISTA program (the “VISTA Program”), pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§4951 et seq.), hereinafter referred to as “the Act.”

**Subgrantee:** The legal term for the organization that is responsible, together with Makers + Mentors Network, for the establishment, operation, and partial financial backing via a \$5,000 cost-share model of a local project under the VISTA Program.

### **III. Makers + Mentors Network Resources for Subgrantee**

#### **Makers + Mentors Network will provide the following resources:**

- 1) One (1) full time AmeriCorps VISTA member.** This AmeriCorps VISTA will begin their 365 day term of service in August 2020, depending on the Virtual Member Orientation dates set by the Corporation and the required recruitment timeline to secure a candidate. It is possible for service to begin after August if a suitable candidate is not secured. As the Sponsor, Makers + Mentors Network will:
  - a. Allocate 1-2 AmeriCorps VISTAs to Maker Fellow Host Sites at its discretion, based on Makers + Mentors Network's overall allocation from the Corporation.
  - b. Act as the liaison to the Corporation and manage all aspects of the national grant including reporting and compliance of the Makers + Mentors Network Maker Fellows Host Sites, which are considered "Subgrantees" of this grant.
  - c. Pay a portion of the cost-share for each AmeriCorps VISTA's living allowance up to the full amount of the living stipend. The balance of the living allowance (if any) and full benefits, including health care and a post-service Education Award or stipend, will be fully supported by the Corporation.
  - d. Pay \$400/month for up to 12 months of service to the VISTA service member(s) in housing stipend directly paid directly to a third party housing vendor (i.e. landlord or other) and coordinate directly with the VISTA service member(s).
  - e. Provide a laptop to each VISTA member serving with Subgrantee under the Maker Fellows program with ongoing technical support from Citizen Schools Technology Department as needed
  - f. Support Subgrantees to run VISTA projects that are successful and in full compliance with VISTA regulations:
    - i. Employ staffer(s) to lead the VISTA program.
    - ii. Implement and manage a national recruitment system through which the Subgrantee will be able to conduct final interviews of AmeriCorps VISTA candidates and make their nominations to Makers + Mentors Network, who will in turn make the final nominations to the Corporation.
    - iii. Implement a four day Maker Fellow Institute that serves as a national training and orientation (virtual) for Maker Fellows AmeriCorps VISTAs in September 2020 after the VISTA Virtual Member Orientation run by the Corporation.
    - iv. Manage, in partnership with its contractors, a year-long training and professional development experience called the Maker Fellows Learning Pathway.
    - v. Provide tools and systems for required reporting, and consistently collect this data from the Subgrantee.
    - vi. Provide ongoing VISTA management technical assistance, one on one coaching, and management tools as necessary.
    - vii. Provide technical assistance to the Subgrantee in planning, development, and implementation of the project.

- viii. Periodically review and assist the Subgrantee's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) of the project.
  - ix. Promptly respond to written requests by the Subgrantee to move any AmeriCorps VISTA member from the project in accordance with the VISTA program's policies and procedures.
- 2) **Facilitate ongoing cohort calls** amongst those partnering with Makers + Mentors Network and other Maker Fellows Subgrantees on a variety of topics including program implementation, service member training and supporting, story gathering and coordinated branding and communication efforts.
  - 3) **Access to Makers + Mentors Network Communities of Practice** focused on excellence and movement-building in maker-centered learning and STEM mentoring. Communities of Practice will be organized around the needs and learning of practitioners, who will help to set the learning agenda.
  - 4) **Consulting support** to be provided as needed from Citizen Schools and Makers + Mentors Network staff, on terms and conditions mutually agreeable to Makers + Mentors Network and the Maker Fellow Host Site in light of the requests and circumstances of Northern Kentucky Makerspace. Areas of support can include, but are not limited to: teacher professional development training, aligning curricular resources to Next Generation Science Standards (including through Citizen Schools Catalyst model), ongoing program evaluation and monitoring, volunteer training and recruitment, fundraising and marketing.

#### IV. **Eligibility for Makers + Mentors Network resources**

In order to be eligible for continued support, Maker Fellow Host Site must meet the following requirements:

- 1) **Staff the programming supported by Maker Fellows** with sufficient managerial capacity and expertise to support a successful Fellow(s) experience. The Maker Fellows supported programming must be staffed accordingly no later than July 31, 2020 and continuing through the latest expiring term of the AmeriCorps VISTA members, which term will expire 365 days after such VISTA member's start date (e.g., August 31, 2021 as applicable). The dedicated supervisor will act as a liaison with Makers + Mentors Network and will be responsible for daily supervision and the completion of reporting and evaluation requirements.
- 2) **Commit to Makers + Mentors Network's and CNCS's policies around VISTA support in 2020-2021** and commit to demonstrating compliance with 2020-2021 VISTA policies as outlined by Makers + Mentors Network and CNCS (see next section for specifics).

- 3) **Provide payment of \$5,000 cost-share per AmeriCorps VISTA placement directly to Citizen Schools (invoice to be shared) by August 15th, 2020.**
- 4) **Commit to strong participation in Makers + Mentors Network's 2020-2021 evaluation efforts.** Strong participation will be defined by a good faith effort (as determined by Makers + Mentors Network) to communicate with Makers + Mentors Network and to implement the common Makers + Mentors Network evaluation tools and systems, in particular the host-site (Subgrantee) surveys and quarterly reporting required by CNCS.

**V. Maker Fellow Host Site Commitments to Makers + Mentors Network**

In accepting these resources and serving as a publicly named Makers + Mentors Network Maker Fellows Subgrantee and partner, the Subgrantee, acting on behalf of the Makers + Mentors Network Maker Fellows program, agrees to fulfill the following commitments:

- 1) **Focus on implementing strategies to grow high-impact maker-centered learning opportunities for girls, low-income students, and students of color underrepresented in STEM, in alignment with the VISTA Assignment Description (VAD) developed by Makers + Mentors Network.**
- 2) **Meet all commitments outlined in Section IV above,** regarding staffing, funding and planning
- 3) **Manage Maker Fellows in compliance with the terms of Makers + Mentors Network's AmeriCorps VISTA grant, and Makers + Mentors Network and AmeriCorps VISTA's policies.**
  - a. Arrange and be responsible for providing on-site orientation and training for all incoming AmeriCorps VISTA members within the first two weeks of their service
  - b. Assist in the provision of pre-service, early service, and in-service training
  - c. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the program
  - d. Ensure that the Subgrantee's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisor orientation provided by Makers + Mentors Network and/or CNCS
  - e. Make every reasonable effort to ensure that the health and safety of AmeriCorps VISTA members are protected during the performance of their assigned duties. The Subgrantee shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries
  - f. Enable AmeriCorps VISTA members to participate in all training and professional development experiences provided by Makers + Mentors Network, including the four-day

Maker Fellow Institute in early September, ongoing monthly cohort calls and necessary pre-work, and any other opportunities that arise throughout the year.

- g. Indicate to the Sponsor the actual departure date(s) of AmeriCorps VISTA member(s) who leave prior to completion of service date(s)
- h. Allow AmeriCorps VISTA members opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to AmeriCorps VISTA members and Sponsors and Subgrantees shall continue while on special disaster relief assignment as if the AmeriCorps VISTA members are in traditional service at the originally assigned Subgrantee
- i. Allow AmeriCorps VISTA members to participate in Days of Service such as the Martin Luther King, Jr. Holiday, September 11<sup>th</sup>, and AmeriCorps Week, should activities be organized in the communities where the members are in service
- j. Report to the Sponsor, within 24 hours, the unscheduled departure of AmeriCorps VISTA members, and otherwise keep the Sponsor timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, hospitalization, and absence without leave.
- k. Ensure that persons selected as AmeriCorps VISTA members to serve at the Subgrantee are not related by blood or marriage to project staff, Sponsor or Subgrantee staff, officers or members of the Sponsor or Subgrantee's Board of Directors, or responsible Corporation program staff.

Additionally, under the federal rules and regulations governing VISTA, Subgrantee agrees to:

- a. Participate in required trainings, such as a VISTA site supervisor webinar orientation led by Makers + Mentors Network and/or CNCS
- b. Provide VISTAs with tools and materials needed to complete service tasks, including desk space and access to phones and computers
- c. Provide orientation, training and ongoing supervision to VISTAs. This will include regular meetings; a mid-year progress assessment; and end-of-year assessment including completion of a future plans document
- d. Complete biweekly service attendance confirmation
- e. Complete other documentation and progress reports required by the Corporation in a timely, high quality way
- f. Provide on-the-job transportation and other project support, and in cases where the VISTA must pay on-the-job expenses out of pocket, reimburse them in full in a timely fashion. Subgrantees are encouraged, but not required, to subsidize daily commuting expenses to and from the worksite. Subgrantees are not required to pay relocation expenses.
- g. Supervise VISTAs and structure their VISTA programs to support VISTAs' productivity, retention and professional growth.

- h. Conform to any additional Corporation rules and policies governing Subgrantees, which rules and policies will be outlined during the Site Supervisor orientation or in following webinars/Supervisor notifications.

**8) Coordinate with Makers + Mentors Network on branding and communication efforts** to promote maker-centered learning, such as events and social media campaigns

**VI. Guiding Principles for the Relationship**

All parties acknowledge that this is a new effort, with the learning, successes and challenges that inevitably accompany new partnerships. Each party agrees to make an ongoing effort to retain a strong relationship and consistently act to achieve the goals of Northern Kentucky Makerspace's Maker Fellows program goals and local community needs. Acknowledging that at this time it is not possible to predict with 100% certainty what the exact path towards those goals might be, both parties agree to endeavor to build successful collaborations based on mutual trust and open communication, to discuss any anticipated changes in their respective design and implementation plans whenever possible, and to constructively resolve problems that may arise.

Maker Fellow Host Sites and Makers + Mentors Network additionally agree to the additional provisions relating to AmeriCorps VISTA Members which are attached hereto as Exhibit A and incorporated herein by this reference.

**VII. Term and Termination**

This MOU shall commence on the Effective Date and continue until August 31, 2021 unless earlier terminated as provided for in the following sentence. This MOU may be terminated by Makers + Mentors Network prior to its expiration if the other party materially breaches the terms of this MOU and fails to cure such breach within thirty (30) days of receipt of notice thereof from Makers + Mentors Network. Upon expiration or termination of the MOU for any reason, all rights and obligations of the parties hereunder shall cease.

**VIII. Insurance**

From the date of execution and through expiration or termination of this MOU, Subgrantee shall maintain, at its sole cost and expense, the following types and amounts of insurance coverage from reputable insurance company(ies):

- (i) Commercial general liability coverage
- (ii) Errors and Omissions insurance

(iii) All such coverage, except Errors and Omissions, shall protect Makers + Mentors Network, Inc. against claims for injuries to persons or damage to property which arise or are caused by the act and/or omissions of Northern Kentucky Makerspace personnel providing any services contemplated hereunder, as well as of the VISTAs serving with the Coalition Lead under this MOU.

(iv) Workers compensation and employers liability coverage as required by the state in which the work contemplated under this MOU is to be performed.

Each of Citizen Schools, Inc. and Makers + Mentors Network, Inc. shall be included as additionally insured on the commercial general liability coverage and a Certificate of Insurance, providing evidence of the required insurance coverage, shall be provided to Makers + Mentors Network prior to August 1, 2020. In the event that Coalition Lead changes insurance policies, Coalition Lead will immediately thereafter provide additional proof of such insurance to the Makers + Mentors Network.

## **IX. Indemnification**

Subject to the limitation on liability set forth below, and as permitted under applicable law, each party agrees to indemnify, defend and hold harmless the other party and its officers, directors, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements and liabilities (including all reasonable attorneys' fees and court costs) of any kind whatsoever, arising from such party's breach of its obligations under this MOU or (ii) the gross negligence or intentional misconduct of such party. The indemnified party shall provide prompt written notice of the claim to the indemnifying party and the indemnifying party shall have sole control over the defense and settlement of the claim.

EXCEPT IN CONNECTION WITH THE INDEMNITY OBLIGATIONS SET FORTH IN THIS SECTION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THIS MOU, EVEN IF REASONABLY FORESEEABLE OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

## **X. Miscellaneous**

The parties shall be deemed independent contractors for all purposes hereunder. This MOU does not constitute a partnership, joint venture or agency between the parties hereto, nor shall either of the parties hold itself out as such contrary to the terms hereof by advertising or otherwise nor shall either of the parties become bound or become liable because of any representation, action, or omission of the other. This MOU constitutes the entire agreement between the parties with respect to the Maker Fellows VISTA project. This MOU may be amended or modified only by a written instrument executed by both parties. This MOU shall be

construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.

**Signatures**

<b>CITIZEN SCHOOLS, Inc.</b>	<b>Northern Kentucky Makerspace</b>
By: _____ Elisha Muskat, VP, Finance and Operations	By: _____ <u>Name, Title</u>



## **EXHIBIT A**

### **PROVISIONS RELATING TO AmeriCorps VISTA MEMBERS**

#### **1. Status of VISTA Members During Service**

AmeriCorps VISTA members, in the course of their volunteer service, shall not be considered employees of either the Subgrantee or the Sponsor. Because members serve under the authority of federal statute, their rather limited employment relationship is with the federal government not the sponsoring organization, and is governed by federal law, not state law. An AmeriCorps VISTA member is a federal resource on loan to a local organization. AmeriCorps VISTA members are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by the Corporation to AmeriCorps VISTA members are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

#### **2. Records and Reporting**

The Subgrantee will:

- a. Maintain such records and accounts, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project as the Sponsor may require. The Subgrantee agrees to retain such records as the Sponsor may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Sponsor for the purpose of litigation, audit or examination.
- b. Submit Project Progress Reports within the required time frame as specified by the Sponsor.

#### **3. Nondiscrimination**

##### **a. General Prohibition**

No person with responsibilities in the operation of the project, whether affiliated with the Sponsor or the Subgrantee, shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

**b. Sexual Harassment**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Subgrantee must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

- (1) Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Subgrantee, its agents or supervisory employees should have known of the acts.
- (2) Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
- (3) Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor or Subgrantee, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

**c. Disability**

- (1) Federal law requires VISTA sponsoring organizations to make reasonable accommodations to meet the needs of qualified persons with disabilities wishing to serve as VISTAs.

**4. Delegation and Subcontracting**

The Subgrantee is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. AmeriCorps VISTA members may not be assigned by the Subgrantee to perform duties with other public or private non-profit agencies or organizations.

**5. Supplemental Payments Prohibited**

Monetary subsistence allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. The Sponsor and the Subgrantee are strictly prohibited from supplementing these allowances and must ensure that others do not do so.

**6. Prohibitions of Use of Corporation Assistance by Sponsor and Subgrantee**

The Sponsor and Subgrantee both agree that no AmeriCorps VISTA member assigned to the Subgrantee, and no other federal financial assistance provided by the Corporation, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

**7. The Sponsor and Subgrantee further agree not to:**

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
- b. Assign AmeriCorps VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- d. Approve the involvement of any AmeriCorps VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.