#### ENDURING COMMUNITIES

# Field Guide

#### **#2: ESTABLISHING PROJECT PARTNERS**

Everyone had different backgrounds and experiences that were brought. This made the collaboration extraordinary to me. The feedback and discussion have helped motivate me to continue to learn. So many times, professional development workshops do the opposite.

> Heather Lundy, Arkansas National Institute for Educators July 18–21, 2007

Focus on interconnectedness, while respecting distinctiveness.

Cindy Basye, New Mexico National Institute for Educators July 18–21, 2007

Regardless of whether the partners who join this project already operate collaboratively, it is important to go through a process of formalizing the partnerships and clearly establishing the commitment to transparency, sharing and solving problems together.

- Work together to establish a shared vision of the project at the very beginning
  - Hold face-to-face meetings prior to formalizing the partnerships to establish a shared vision

- Consider engaging an external facilitator
- Come to a shared understanding of what a collaboration is
- Articulate expectations up front
- Be realistic about available resources
- Discuss the interplay between process and outcomes
- Secure institutional commitments to the project
- Confirm each partner's commitment to the collaboration and project
- Consider inviting project funders to join these meetings

#### Sample Documents

- 2-1 Convening Agenda
- 2-2 A Framework for Collaboration
- 2-3 Institutional Agreement
- 2-4 Independent Contractor Agreement
- Address specific logistical details for the partnership
  - Be clear on institutional work schedules (e.g., academic calendar vs. museum calendar)
  - Establish communication protocols
  - Establish internal financial processes
  - Delineate clearly the decision-making process
- Continue to refine the shared vision of the project throughout the course of the collaboration
  - Utilize emails and telephone calls to stay in close contact
  - Schedule interim face-to-face meetings
    Try to schedule these in advance







- Establish and share the agenda and goals prior to the meeting
- Provide time for deeper discussion and problem solving
- Value the work, expertise, and input of the collaborators

Sharing among teachers always holds surprises for me. ... Ideas flowed. Energy escalated. Results delighted and thrilled. What can I say? I am glad that I came today! What great colleagues we have. What magical times we share!

> Janet H. Hironaka, California National Institute for Educators July 18–21, 2007







#### AGENDA FOR FIVE-STATE CONVENING IN LOS ANGELES (Final Draft as of October 6, 2006)

Meeting Goals:

- Gain an overview of the Enduring Communities project and its components
- Understand the role that individuals and institutions will play to support and further the project for the next two years

#### Friday, October 6, 2006

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4:25 p.m.	Closing Remarks
4:30 p.m.	Day 1 Adjourns
5:30 p.m.	Team Dinner at the Restaurant
	(Meet in the Plaza at 5:30 p.m.)

#### Saturday, October 7, 2006

8:00 a.m.	Optional continental breakfast
Location: Democracy Lab	
8:30 a.m.	Group photo
9:00 a.m.	National Conference (Denver, July 3-6, 2008) Theme: Whose America? Who's American?
	Diversity, Civil Liberties, and Social Justice
	Overview of Proposed Conference Themes By Program Advisor
	Facilitated discussion by Project staff, followed by small- group working sessions
10:30 a.m.	Break
10:45 a.m.	Supporting the Conference and Other Project Components
	Facilitated by Vice President, External Relations Small-group working sessions
12:00 p.m.	Closing Remarks and Next Steps By Teacher Program Manager
12:30 p.m.	Lunch and self-guided tour of <i>Fighting for Democracy,</i> <i>Fighting for Me</i> at the National Center for the Preservation of Democracy
	Facilitated by Program Assistant
1:30 p.m.	Small Group Working Session
	(Mandatory for Five-states' Anchor Institution Project Managers and Education Point People)
	Please come prepared to discuss your institutional goals (as related to the project goals) and issues that the group might be able to assist with.
1:30 p.m.	Small Group Working Session for
	Colorado Community Representatives
2:50 p.m.	Next Steps for Working Groups
3:00 p.m.	Convening Concludes



## A FRAMEWORK FOR COLLABORATION (Final Draft as of May 2009)

#### The Vision

[Insert description of the outcome the partners wish to achieve]

#### Common Values & Operating Principles

We are committed to the following values and aspire to fulfill them in pursuing this vision:

- Relationships. We acknowledge the insight and effort that are required to understand others' interests and points of view, and are committed to making that effort. We seek to explore the potential for relationships among people of varied backgrounds, and to foster connections between communities.
- Inclusive. We are committed to broad definitions, and to seeking out and supporting a rich mix of experiences, ideas, and opinions to transform perspectives and spur problem solving and innovation.
- First-person witness accounts. We believe that the human voice and "story" give life and meaning to facts, and are committed to sharing and preserving these narratives, and to high-lighting their value.
- Research and scholarship. We are also committed to the integrity of research and scholarship and to the development of bodies of knowledge that are worthy of trust and respect.
- *Entrepreneurial.* We wish to serve as a catalyst in a culture of creativity and change, challenging our own assumptions and remaining open to learning and opportunity.
- Purposeful. We are committed to being intentional and strategic in all matters, seeking
  out ways to connect, coordinate, and gain impact and efficiency in having activities serve
  more than one purpose or goal.
- Humility. We are committed to seeking and accepting feedback from each other and participants in our programs, recognizing and honoring the need for balance between our beliefs and goals and those of others.

#### Specific Program Goals

[Insert specific goals for the initiative]

#### Mutual Expectations

[This section should capture the outcomes of initial discussions about possibilities the partners are likely to encounter and how they intend to handle them. These possibilities should range from "scale" – the level of potential the partners anticipate and the degree of ambition they agree to have in exploiting opportunities, etc. to troubleshooting, and the communications systems they will rely on to address problems.]



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### **#2: Establishing Project Partners**

Sample 2-3: Institutional Agreement

#### INSTITUTIONAL AGREEMENT (Final Draft as of April 2006)

This agreement shall be entered into this ("Effective Date") by and , located at between \_, a \_ \_, (hereinafter "Grantee") and the Japanese American National Museum, a California nonprofit corporation, headquartered at 369 East First Street, Los Angeles, CA 90012 (hereinafter "Grantor").

#### RECITALS

- A. Grantor is a national museum that collects, preserves and makes accessible the history of Japanese Americans.
- B. Grantor has undertaken a project entitled Enduring Communities: The Japanese American Experience in Arizona, Colorado, New Mexico, Texas, and Utah, (hereinafter "Project") the purpose of which is to develop educational resources for the five states that examines civil rights and diversity issues in historical and contemporary contexts. The Project's Vision, Conceptual Framework, Anchor Institutions, Objectives, Outcomes, and Methodology are described in Appendix A, attached hereto.
- C. As part of the Project, the Grantor is developing standards-based educational resources that support the Project's conceptual framework.
- D. Grantee is a
- E. Grantor desires to contract with Grantee to perform and provide information, materials and services for the educational resources, as more fully set forth in Section 1.0 below (hereinafter collectively the "Project Work").
- Grantee desires to perform and provide the Project Work to Grantor. E.
- G. Grantee shall provide , as Project Principle for work under this Agreement.

NOW. THEREFORE. IN CONSIDERATION OF THE MUTUAL COVENANTS. TERMS AND CONDITIONS SET FORTH HEREIN, the parties agree as follows:

- 1.0 The Project Principle shall perform and provide the Project Work which shall include, without limitation, the following:
  - 1.1 Serve as the liaison between the Grantor and the Grantee through participation in private, web-based discussions in order to report Project progress, contribute suggestions, and help problem solve.
  - 1.2 Appoint an Education Point Person who will be responsible for the following:
    - 1.2.1 Lead the creation of the standards-based, primary source-rich educational resources, ensuring that they are based on an essential question and the project's conceptual framework.
    - 1.2.2 Participate in the planning and implementation of the 2006-2007 National Summer Institute for Educators held at the Japanese American National Museum from July 19-22, 2006.
  - 1.3 Appoint educators (curriculum writers) to be responsible for the following:
    - 1.3.1 Collaborate to create the standards-based, primary source-rich educational resources that are based on an essential question and the project's conceptual framework
    - 1.3.2 Participate in the 2006-2007 National Summer Institute for Educators held at the Japanese American National Museum from July 19-22, 2006.
  - 1.4 Engage a Media Specialist to be responsible for the following:



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- 1.4.1 Ensure that high school students understand how the project's conceptual framework relates to state history.
- 1.4.2 Guide high school students in the technical aspects of conducting video oral histories.
- 1.4.3 Work with students to produce at least five video oral histories for inclusion into the educational resources.
- 1.4.4 Participate in the 2006-2007 National Summer Institute for Educators held at the Japanese American National Museum from July 19-22, 2006.
- 1.5 Select high school students to be responsible for the following:
  - 1.5.1 Understand how the project's conceptual framework relates to state history.
  - 1.5.2 Become proficient in the technical aspects of conducting video oral histories.
  - 1.5.3 Prepare for, conducting, and editing at least five video oral histories.
- 1.6 Project Principle shall encourage all participants to take part in Project evaluation, conducted by outside evaluators.
- 1.7 Project Principle shall use all reasonable efforts to perform Project Work as described in Section 1 and Appendix B, Work Plan, attached hereto.
- 2.0 Grantor shall pay to Grantee the sum of \$\_\_\_\_\_ upon execution of this agreement. Recommended expenditure is outlined in Appendix C.
- 3.0 The term of this agreement begins on the Effective Date and ends \_\_\_\_\_\_. Either party may terminate this agreement upon thirty (30) days written notice in advance to the other.
- 4.0 By submitting any proprietary materials and information the Grantee hereby expressly grants to Grantor permission in perpetuity to use, distribute, publicize and make available to the public such materials and information within the complete discretion of the Grantor, including the discretion not to use such materials and information.
- 5.0 The Grantor agrees to allow the Grantee permission to use, distribute, publicize and make available to the public such materials and information developed and used in the Project.
- 6.0 The Grantee agrees to maintain the confidentiality of information. Confidential information includes, but is not limited to, materials such as donor lists and files, mailing lists, financial and personnel data, and program information, and so forth. The Grantee agrees to seek the Grantor's approval prior to distributing information or materials about the Project.
- 7.0 Printed material in connection with the project including, but not limited to press releases, announcement cards, invitations, brochures, newsletters and all other collateral materials shall be reviewed by both the Grantee and the Grantor for joint sign-off. The final project credit line is pending, but will acknowledge the anchor institution, the Japanese American National Museum, and the Institute of Museum and Library Services.
- 8.0 In the event of any dispute concerning a question of law or fact, or both arising under the agreement, which the parties are unable to resolve by mutual agreement or mediation, either party may pursue any right or remedy which it may have at law or in equity in any court of competent jurisdiction.
- 9.0 Force Majeure. Neither party shall have any liability to the other for any failure to perform, or for any cancellation in connection with the performance of any obligation hereunder, if such failure or cancellation is due to, or in any manner caused by, the laws, regulations, acts, demands, order or interpretations of any government or any subdivision or agent thereof, or by acts of God, strikes, fires, flood, weather, war, rebellion, riots, terrorist acts or credible threat of same, insurrection, or any other causes beyond the control of either party whether



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similar or dissimilar to the foregoing and if one party informs the other, in writing within ten (10) days, of such case(s) and its desire to be so released.

10.0 Notices. Any notice hereunder shall be sufficient if in writing and either personally delivered or sent by certified or registered mail, postage prepaid, return receipt signature and addressed as follows addressed as follows:

if to the National Museum:	if to Grantee:
Japanese American National Museum	
369 East First Street	
Los Angeles, California 90012	
Attn:	Attn:
	Title:

and shall be deemed received either when personally delivered or when mailed pursuant to the foregoing. Either party may change the address herein specified by giving to the other written notice of such change.

10.0 Entire Agreement. This Agreement embodies all of the understandings of the parties and supersedes any previous agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JAPANESE AMERICAN NATIONAL MUSEUM	GRANTEE
Signature	Signature
Name	Name
Title	Title
Date	Date
	Tax I.D.





#### **#2: Establishing Project Partners** Sample 2-3: Institutional Agreement

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#### APPENDIX A: Project Vision, Conceptual Framework, Anchor Institutions, Objectives, Outcomes, and Methodology

#### VISION:

To educate Americans about the importance of civil rights and social justice by using lessons from our nation's history as case studies that facilitate dialogue and action impacting our country's present and future.

#### PROJECT CONCEPTUAL FRAMEWORK:

Enduring Communities: The Japanese American Experience in Arizona, Colorado, New Mexico, Texas, and Utah is a three-year initiative in which the Japanese American National Museum collaborates with educators, communities, and students in the five states to develop curriculum that examines civil rights and diversity issues in historical and contemporary contexts. This project is modeled after a recently completed multi-year partnership entitled *Life Interrupted: The Japanese American Experience in World War II Arkansas*.

The situation of Japanese American populations in these states during World War II—in which some lived "free" and others were incarcerated by executive order behind barbed wire—affords the opportunity to explore the contradictions and racism inherent in how we have defined citizenship and dealt with diversity.

These stories provide a compelling point from which to consider more broadly the experiences of other regional communities during World War II and beyond. In this way, the collaboration will generate materials and dialogue that reveal how the diverse realities of American communities have challenged and shaped this country's definitions of citizenship, patriotism, and democracy.

#### ANCHOR INSTITUTIONS:

Arizona State University, Asian Pacific American Studies Program University of Colorado, Boulder University of New Mexico Institute of Texan Cultures Davis School District (Utah)

MAJOR FUNDER: Institute of Museum and Library Services





# **#2: Establishing Project Partners** Sample 2-3: Institutional Agreement

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	OBJECTIVES	OUTCOMES	METHODOLOGY
1.	COLLABORATIONS: To create meaningful linkages between a nationwide network of interested parties in order to further the dialogue and ongoing education about the situation of Japanese American populations in these states and other related issues.	<ul> <li>National conference</li> <li>Educational resources</li> </ul>	<ul> <li>Anchor institutions</li> <li>Web site</li> <li>Community outreach</li> <li>PR/Marketing</li> <li>Advisory committees (scholars, educators, community, camp and camp preservation)</li> </ul>
2.	EDUCATIONAL RESOURCES: To create an education plan for classroom-based materials and provide educational resources that can be utilized in the five states beyond the conclusion of the Enduring Communities project.	<ul> <li>State-specific curriculum</li> <li>Video oral histories recorded by students</li> <li>National Summer Institute for Educators</li> <li>Education evaluation</li> </ul>	<ul> <li>Anchor institutions</li> <li>Education advisors</li> <li>Master teachers</li> <li>Connections with state-wide education officials</li> <li>Field testing</li> <li>Local repositories to house oral histories collected by students</li> <li>Web site</li> <li>Organizational Concepts, evaluator</li> <li>Distribution through existing networks</li> </ul>
3.	NATIONAL CONFERENCE, July 3-6, 2008, Denver, Colorado: To present a national conference that makes connections between the Japanese American experience during WWII and examines civil rights and diversity issues in historical and contemporary contexts.	<ul> <li>Conference</li> <li>Conference attendee evaluation</li> </ul>	<ul> <li>Anchor institutions</li> <li>Community advisors</li> <li>Scholar advisors</li> <li>Civil rights institutions and organizations</li> <li>Camp advisory and camp preservation groups</li> <li>PR/Marketing</li> <li>Web site</li> </ul>
4.	FIELD GUIDE: To document and share with practitioners in the field the process of collaboration between institutional partners (museum, universities, school districts).	Field Guide to Collaborations     (working title)	<ul> <li>Evaluation consultant</li> <li>Publisher</li> </ul>
5.	EVALUATION: To measure the impact of the partnerships and resulting programming.	<ul> <li>Partnership evaluation</li> <li>Education evaluation</li> <li>Conference evaluation</li> </ul>	<ul> <li>Evaluation consultants</li> <li>IMLS mandated outcome-based evaluation workshops</li> </ul>





#### **#2: Establishing Project Partners** Sample 2-3: Institutional Agreement

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#### **APPENDIX B: Work Plan for April - September 2006**

April - May:	Select and engage Education Point Person, Educators (Curriculum Writers), and Media Specialist. Begin curriculum planning.
May 5-6:	Education Point Person attends National Summer Institute intensive planning meeting in Los Angeles. (Expenses to be paid by the Grantor.)
July 19-22:	Education Point Person, Educators (Curriculum Writers), and Media Specialist attend the National Summer Institute for Educators in Los Angeles. (Expenses to be paid by the Grantor.)
August 30:	Essential questions are finalized and curriculum writing commences.
April - September:	Education Point Person and Media Specialist will prepare high school students to conduct video oral history interviews.
April - September:	Grantee will participate in web-based discussion boards and Project evaluation.

#### **APPENDIX C: Recommended Expenditures**

Institutional stipend	\$
Educators (curriculum writers) (4 pp*\$ /pp)	\$
Education point person	\$
Media specialist	\$
High school student oral historians (4 pp*\$ /pp)	\$
Incidentals	\$
Oral history workshop scholar honorarium	\$

TOTAL: \$

The Japanese American National Museum will sponsor the following activities:

- May 6-7, 2006: Airfare, hotel, and per diems for the Education Point Person to attend the National Summer Institute for Educators' intensive planning meeting at the Japanese American National Museum.
- July 19-22, 2006: Airfare, hotel, and per diems for the educators, education point person, and media specialist to attend the National Summer Institute for Educators at the Japanese American National Museum.





#### INDEPENDENT CONTRACTOR AGREEMENT (Final Draft as of July 2008)

This Agreement is made between Japanese American National Museum [Client] with a principal place of business at 369 East First Street, Los Angeles, CA 90012 and [Contractor] with a principal place of business at

This Agreement will become effective on and will end no later than .

#### SERVICES TO BE PERFORMED

Contractor agrees to perform the following services:

- etc.

#### PAYMENT

In consideration for the services to be performed by the Contractor, Client agrees to pay according to the following schedule of payments. Contractor \$

\$\_\_\_\_\_ on \_\_\_\_\_(date) \$\_\_\_\_\_ on \_\_\_\_\_(date) etc.

#### INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor, not Client's employee. Contractor's employees or contract personnel are not Client's employees. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- · Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place, location, or time.
- Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- · Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

#### INTELLECTUAL PROPERTY OWNERSHIP

Contractor assigns to Client all rights in all designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions and all other information created by Contractor during the terms of this Agreement. The rights assigned include title and interest in all patent, copyright, trade secret, trademark and other proprietary rights.





CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Contractor shall not be restricted in using any material which is publicly available, already in Contractor's possession or known to Contractor without restriction, or which rightfully obtained by Contractor from sources other than Client.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business.

#### **BUSINESS COMPLIANCE**

Contractor has complied with all federal, state, and local laws. Contractor shall pay all taxes incurred while performing services under this Agreement. Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client. Contractor is not entitled to state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel in connection with work performed under this Agreement. Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

#### **TERMINATING THE AGREEMENT**

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

This is the entire Agreement between Contractor and Client. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect. This Agreement will be governed by the laws of the state of California. This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

#### **SIGNATURES**

Client: Japanese American National Museum By:	(Signature)
Name:	(Printed)
Title:	- ,
Date:	_
Contractor: By:	(Signature)
Name:	_ (Printed)
Title:	_
Date:	_
Federal Tax ID Number or Social Security Number:	



