

ORGANIZATIONAL QUALITY ASSESSMENT

AUGUST 2022 PILOT VERSION

Organization name:

Contact person:

Date scored:

the
forum
FOR YOUTH INVESTMENT



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**CENTER FOR YOUTH
PROGRAM QUALITY**

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INTRODUCTION

Youth development professionals know the importance of creating exceptional program experiences for young people—and that these high quality experiences enrich young people's lives. The quality of the youth experience is made up of different elements:

- Program quality—as defined in **Program Quality Assessments** (PQA)—focuses on staff practices that create safe, supportive, interactive, and engaging learning environments where young people can thrive.
- Organizational quality—as defined in this **Organizational Quality Assessment** (OQA) – focuses at the level of organizational policies, structures, and practices that set the stage for staff to have the supports that they need to engage in the high quality practices measured in the PQA.

Staff practice and organizational practice are intertwined and reflect a parallel process: the quality of **organizational** policies, structures, and supports for staff typically operate in parallel to the quality of **staff interaction** with young people in programs.

Engaging in continuous quality improvement at the organizational level and setting organizational improvement goals to achieve and sustain the best practices identified in the OQA will enable, fuel, and sustain the program quality practices that support the development and growth of young people.

The OQA defines a set of standards for organizational quality. *Organizational Quality* includes the policies, structures, and practices that guide supervisor-to-staff and staff-to-staff engagement, as well as practices that guide expectations throughout the program, and not just within individual youth activities. While some policies and organizational decisions may be determined higher-up within the agency, the OQA is designed to assess policies, structures, and practices governing site-level implementation decisions.

The OQA consists of 49 *items*, organized into 11 *scales* across 4 *domains*.

- *Item* refers to a single row on the OQA for which there are descriptors for scores 1, 3 and 5. Level 5 is best practice.
- *Scale* refers to a set of items that reflect a larger concept. For example, the Continuous Quality Improvement scale has four items that can be scored as 1, 3 or 5; all describe practices related to continuous quality improvement.
- *Domain* refers to the group of scales in each of the major sections of the OQA. As a collection of scales, a domain represents a higher-level concept about organizational quality, for example: Organizational Practices or Program Operations.

Each of the domains is described below, based on the scales that define them:

- I. *Organizational Practices* examines aspects of staff development and qualifications, continuous quality improvement, and culture and climate that make the site a positive place to work.
- II. *Program Operations* assesses policies that support positive relationships, consistent program planning, and policies and practices that promote equitable access and inclusion for all young people and families.
- III. *Youth Development Programming* describes best practices related to youth voice and intentional positive youth development practices to ensure that the site-level program design maximizes youth engagement and development.
- IV. *External Relationships* describes best practices that support family engagement, school alignment, and community partnerships.

PURPOSE

The **Organizational Quality Assessment** consists of a set of scoreable standards for best practices at the organizational level of a single youth development program. It provides a shared language for practice and decision-making for organizational leaders, managers, and staff at the site level, and shared language and standards for others supporting, promoting, or responsible for site level organizational quality.

THE 2022 REVISION

The Organizational Quality Assessment is an updated version of an organizational assessment titled, "Form B" that was introduced in 2012. Revisions were informed by current best practices, state issued quality standards for OST programs, and local adaptations of Form B that addressed important contextual factors. The Organizational Quality Assessment is being piloted during the 2022-2023 program year, and the data collected will support future iterations and confirmation of domains, scales, and items, and the associated score calculations.

DEFINITIONS

- *Organization* refers to an agency that operates services for young people. Examples of organizations include: a community-based nonprofit agency, church or temple, private center, neighborhood, or school.
- *Manager* refers to those who have responsibility for the running of a program at one site and have a supervisory role over other staff who work directly with young people. At the organization, this person may be called a Site Director, Site Coordinator, Site Lead, or something similar. This person may or may not also work directly with young people or have responsibility for multiple sites.
- *Staff* refers to the person or persons facilitating a session. Staff may include paid workers, volunteers, or peer leaders.
- *Intentional* means the action or practice was planned, scheduled, thought through ahead of time, not just decided in the moment.
- *Explicit* means the practice is communicated in writing or by clear verbal announcement, not simply assumed or understood.
- *Program calendar* is a complete listing of the dates and meeting times of all program offerings for the program year.
- *Program offerings* refer to the range of scheduled services available to young people at an organization, such as classes, workshops, meetings, special events, homework help, or discussion groups.
- *From 50-75%* means 50% up through and inclusive of 75%
- *Youth development training* means workshops, classes, in-program, or outside-of-the-organization professional development related to child and youth developmental stages, the science of learning and development, developmental needs of young people etc. Trainings may or may not also include information on continuous quality improvement or program quality improvement practices.
- *Program quality improvement training* means workshops, classes, in program or outside-of-the organization professional development related to continuous quality improvement processes or related to activities, ideas, practices to be implemented within the program to improve program quality. Training may or may not also include content related to youth development.

SCORING THE ORGANIZATIONAL QUALITY ASSESSMENT

The OQA is intended to be part of a self-assessment process to improve organizational quality. In-house administrators and staff work as a team to review the evidence needed to score the OQA. The score is based on group consensus after reviewing and taking notes on the relevant quantitative and qualitative data. There must be evidence to support each score. Evidence should be objective and factual. Evidence includes things like:

- Attendance data
- Staff, Youth, and Family survey results
- Written policies in the Employee Handbook
- Employee records or Human Resources information
- Program Quality Assessment (PQA) scores
- Staff schedules
- Training requirements, calendars, or agendas
- Meeting schedules, agenda(s) or minutes
- Budget

Together the team scores the items, determining whether their evidence best aligns with and supports a score of 1, 3, or 5. The discussion that happens during the process and the improvement plans made after reviewing the data are essential if the assessment is to serve a quality improvement purpose.

Each item is scored as either a 1, 3, or 5, where:

- 1 generally represents the absence of an organizational practice, or a practice that is applied to or is implemented with less than half of the staff,
- 3 represents the informal presence of the practice or a practice that is applied to or is implemented with from 50% through 75% of the staff, and
- 5 represents intentional delivery of the highest quality practice that is applied to or is implemented with more than 75% of the staff.

If an item cannot be scored because needed information or evidence is not available, score "X." For example, if the item asks about the percentage of the staff that reflects the diversity and culture of the community served, but the organization does not have demographic information about the community served, score "X."

STAFF DEVELOPMENT AND QUALIFICATIONS

Staff qualifications support a positive youth development focus.

Evidence may include job descriptions or resumes, attendance rosters for PD trainings, budget, employee handbook/manual, professional development calendar, and agenda.

	1	3	5	EVIDENCE
ITEM 1	1 The program director has less than two years of relevant job experience.	3 The program director has 2-4 years of relevant job experience.	5 The program director has 5 or more years of relevant job experience.	☐
ITEM 2	1 Less than 50% of staff (not including the program director) have relevant training or at least two years of experience.	3 From 50- 75% of staff (not including the program director) have relevant training or at least two years of experience.	5 More than 75% of staff (not including the program director) have relevant training or at least two years of experience.	☐
ITEM 3	1 New staff do not participate in pre-service orientation activities.	3 New staff participate in less than 8 hours of pre-service orientation activities, or pre-service orientation activities do not include elements of child and/or youth development.	5 New staff participate in 8 or more hours of pre-service orientation activities, and pre-service orientation activities include elements of child and/or youth development.	☐
ITEM 4	1 Less than 50% of staff participate in youth development training and/or professional development during the year.	3 From 50-75% of staff participate in youth development training and/or professional development during the year.	5 More than 75% of staff participate in youth development training and/or professional development during the year.	☐

CONTINUED

STAFF DEVELOPMENT AND QUALIFICATIONS

CONTINUED

Staff qualifications support a positive youth development focus.

Evidence may include job descriptions or resumes, attendance rosters for PD trainings, budget, employee handbook/manual, professional development calendar, and agenda.

	1	3	5	EVIDENCE
ITEM 5	1 Less than 50% of staff participate in training and/or professional development on program quality improvement during the year.	3 From 50-75% of staff participate in training and/or professional development on program quality improvement during the year.	5 More than 75% of staff participate in training and/or professional development on program quality improvement during the year.	☐
ITEM 6	1 Less than 50% of staff participate in training and/or professional development focused on cultural responsiveness.	3 From 50-75% of staff participate in training and/or professional development focused on cultural responsiveness.	5 More than 75% of staff participate in training and/or professional development focused on cultural responsiveness.	☐
ITEM 7	1 Less than 50% of staff were with the program for the entire program cycle.	3 From 50-75% of staff were with the program for the entire program cycle.	5 More than 75% of staff were with the program for the entire program cycle.	☐

CONTINUOUS QUALITY IMPROVEMENT

The organization is committed to ongoing quality improvement.

Evidence may include records of assessments and improvement plans, CQI calendar, meeting notes, and attendance records.

	1	3	5	EVIDENCE
ITEM 1	1 Organization has never completed a formal or structured assessment of program quality.	3 Organization has assessed program quality previously but does not have formal or structured plans for assessment of program quality at least annually.	5 For two or more years, the organization has used a formal or structured process annually to assess program quality.	☐
ITEM 2	1 Organization does not employ strategies for program improvement.	3 Organization employs strategies for program improvement, but they are not based on regular assessment of youth outcomes, staff performance, or program quality.	5 Organization employs strategies for program improvement that are based on regular assessment of youth outcomes, staff performance, and/or program quality.	☐
ITEM 3	1 Less than 50% of staff participate in program quality review or provide input on plans for improvement.	3 From 50-75% of staff participate in program quality review or provide input on plans for improvement.	5 More than 75% of staff participate in program quality review or provide input on plans for improvement.	☐
ITEM 4	1 There are no opportunities for young people to provide input into the program quality review and plans for improvement.	3 Input from young people is considered, but young people do not participate in program quality review and plans for improvement.	5 Young people participate in program quality review and plans for improvement.	☐ Score X if the program only serves children younger than Grade 4, who are still developing the needed literacy skills to engage in this process.

CULTURE AND CLIMATE

Responsive management practices promote a positive work environment

Evidence may include staff survey and meeting agenda.

	1	3	5	EVIDENCE
ITEM 1	1 Staff from different program offerings do not meet during the program cycle	3 Staff from different program offerings meet, but not regularly, during the program cycle.	5 Staff from different program offerings meet regularly during the program cycle.	☐
ITEM 2	1 Less than 50% of staff report positive feelings towards their work and workplace.	3 From 50-75% of staff report positive feelings towards their work and workplace.	5 More than 75% of staff report positive feelings towards their work and workplace.	☐
ITEM 3	1 Organization does not provide staff with intentional opportunities to express opinion and give feedback.	3 Organization provides staff with intentional opportunities to express opinions and give feedback but does not consistently follow-up to discuss staff input.	5 Organization provides staff with intentional opportunities to express opinions and give feedback at least annually and follows up to discuss staff input.	☐

CONTINUED

CULTURE AND CLIMATE

CONTINUED

Responsive management practices promote a positive work environment

Evidence may include staff survey and meeting agenda.

	1	3	5	EVIDENCE
ITEM 4	1 Organization does not promote a culture of learning and continuous improvement among staff and organization responds negatively or punitively to errors, innovation, or evidence of areas needing improvement.	3 Organization does not explicitly and consistently promote a culture of learning and continuous improvement but does not undermine learning and improvement.	5 Organization explicitly and consistently promotes a culture of learning and continuous improvement for staff (e.g., staff are provided coaching and opportunities for growth, managers respond to identified weaknesses with support for improvement, managers model accepting input and learning from mistakes, etc.)	☐
ITEM 5	1 Less than 50% of the staff reflect the diversity and culture(s) of the community served.	3 From 50-75% of the staff reflect the diversity and culture(s) of the community served.	5 More than 75% of the staff reflect the diversity and culture(s) of the community served.	☐
ITEM 6	1 Organization does not provide opportunities to acknowledge the achievements, contributions, and responsibilities of staff.	3 Organization provides informal opportunities to acknowledge the achievements, contributions, and responsibilities of staff.	5 Organization provides structured opportunities to acknowledge the achievements, contributions, and responsibilities of staff.	☐

POLICIES PROMOTE POSITIVE RELATIONSHIPS

Policies support positive relationships among staff and young people.

Evidence may include staff survey and meeting agenda.

	1	3	5	EVIDENCE
ITEM 1	1 Norms for young people's behavior and social interaction are not documented or clearly identified.	3 Norms for young people's behavior and social interaction are documented, but organization does not explicitly expect staff to model the same norms	5 Norms for young people's behavior and social interaction are documented, and organization explicitly expects staff to adhere to them and model them for young people.	☐
ITEM 2	1 There are no formal mechanisms in place to support staff relationships with individual young people.	3 There are formal (systematic, planned, deliberate, intentional) mechanisms in place to support staff relationships with individual young people, and some but not all young people receive this individual attention.	5 There are formal (systematic, planned, deliberate, intentional) mechanisms in place with the intention that every participating young person has a relationship with at least one adult staff (e.g., specific young people are discussed at staff meetings, young people's files are kept, young people have one-on-one meetings with staff, staff regularly discuss their report cards and grades with the young people).	☐
ITEM 3	1 Participant-staff ratio for a typical offering is greater than 20 to 1 for grades K-3 or greater than 25 to 1 for grades 4 and up.	3 Participant-staff ratio for a typical offering is between 10 and 20 to 1 for grades K-3 or between 15 and 25 to 1 for grades 4 and up.	5 Participant-staff ratio for a typical offering less than 10 to 1 for grades K-3 and less than 15 to 1 for grades 4 and up.	☐

PROGRAM PLANNING | Planning promotes consistent programming to achieve goals.

Evidence may include schedule of staff hours, program schedule, and annual planning agenda.

	1	3	5	EVIDENCE
ITEM 1	1 Program staff are not encouraged to spend time planning and preparing for activities.	3 Program staff are expected and encouraged to spend time planning and preparing for activities but are not provided paid time to do so.	5 Program staff are expected to spend time planning and preparing for activities and are provided paid time to do so.	☐
ITEM 2	1 Sessions are canceled more than 30% of the time.	3 Sessions are canceled 10% to 30% of the time.	5 Sessions are canceled less than 10% of the time.	☐
ITEM 3	1 Complete program calendar is not posted.	3 Complete program calendar is posted after the program cycle has begun, or calendar is posted on time but not kept up to date.	5 Complete program calendar is posted prior to the beginning of the program cycle and is kept up to date.	☐
ITEM 4	1 Organization mission and goals are not clear and/or activities and offerings do not align with mission and goals.	3 Activities and offerings seem to be aligned with organization's mission and goals but are not explicitly planned or reviewed to assure alignment.	5 Activities and offerings are explicitly planned and reviewed at least annually to align with the organization's mission and goals.	☐

ACCESS AND EQUITY | Policies promote equitable access and inclusion.

Evidence may include policy document, calendar of events, youth and family surveys.

	1	3	5	EVIDENCE
ITEM 1	1 Organization policies do not include goals related to making the program accessible and welcoming to all young people and their families.	3 Organization policies include a goal or goals somewhat related to but not directly about making the program accessible and welcoming to all young people and their families.	5 Organization policies include a goal or goals directly related to making the program accessible and welcoming to all young people and their families.	☐
ITEM 2	1 Staff do not know the personal background and cultures of participating young people in their programs.	3 Staff know the personal background and cultures of participating young people, but it is not reflected in program activities, events nor the physical space.	5 Staff know the personal background and cultures of participating young people, and it is reflected in program activities, events, and the physical space.	☐
ITEM 3	1 Organization does not provide opportunities for young people to learn about different backgrounds, cultures, and traditions outside of program activities.	3 Organization provides opportunities for some young people to learn about different backgrounds, cultures, and traditions outside of program activities, but they are mostly unstructured or informal.	5 Organization provides structured opportunities for all young people to learn about different backgrounds, cultures, and traditions outside of program activities (e.g., culture fairs, presentations, celebrations, field trips).	☐
ITEM 4	1 Organization has not created a safe and unbiased environment for young people to share about their family background and culture.	3 Organization has created a safe and unbiased environment for some young people to share about their family background and culture, but those opportunities are mostly unstructured or informal.	5 Organization has created a safe and unbiased environment with structured opportunities for all young people to share about their family background and culture through a variety of activities. (e.g., culture fairs, presentations, celebrations, potlucks).	☐

CONTINUED

ACCESS AND EQUITY | Policies promote equitable access and inclusion.

CONTINUED

Evidence may include policy document, calendar of events, youth and family surveys.

	1	3	5	EVIDENCE
ITEM 5	1 Organization has not addressed potential cost barriers to young people's participation.	3 Organization has addressed potential cost barriers to young people but only for young people that have attended the program.	5 Organization has addressed potential cost barriers to young people—both served and not served.	☐
ITEM 6	1 Organization has not addressed potential distance, transportation, and neighborhood safety barriers to young people's participation.	3 Organization has addressed potential distance, transportation, and neighborhood safety barriers but only for young people that have attended a program offering.	5 Organization has addressed potential distance, transportation, and neighborhood safety barriers for all eligible young people—both served and not served.	☐
ITEM 7	1 Organization does not have a sense of the specific needs of young people in the local community.	3 Organization has identified the specific needs of local young people but there is not a strong connection between that information and the program decisions.	5 Organization has identified the specific needs of local young people and that information is strongly connected to program decisions (e.g., program schedule, recruitment, hiring).	☐
ITEM 8	1 The organization rarely or never provides snacks or meals.	3 The organization provides snacks or meals sometimes or to some participating young people.	5 The organization provides snacks or meals to all participating young people, regardless of what time of day they join or leave the program.	☐

YOUTH VOICE IN ORGANIZATION

Youth have an influence on structure and policy of the organization.

Evidence may include meeting agenda, calendar, or attendance records.

	1	3	5	EVIDENCE
ITEM 1	1 Young people are not asked for input when determining program schedules or activities.	3 Young people are asked for input about potential program activities, but they have no other involvement in determining program schedules.	5 Young people and adults share the responsibility in determining program schedules, including content and format of program activities.	☐
ITEM 2	1 Young people are not involved in decision making about the design and use of the physical environment.	3 Young people are consulted about the design and use of the physical environment.	5 Young people and adults share the responsibility for decisions about the design and use of the physical environment (e.g., they make plans for furniture arrangement, determine displays relevant to youth activities).	☐
ITEM 3	1 Input from participants is rarely or never considered in any organizational decision making, such as: governing bodies, hiring, budgeting, scheduling, recruitment, or community outreach.	3 Young people are consulted in organizational decision making, such as: governing bodies, hiring, budgeting, scheduling, recruitment, or community outreach.	5 Young people and adults share responsibility for organizational decision making, such as: governing bodies, hiring, budgeting, scheduling, recruitment, or community outreach.	☐

INTENTIONAL POSITIVE YOUTH DEVELOPMENT

Programming supports positive youth development.

Evidence may include program schedules, staff and youth surveys, and activity plans.

	1	3	5	EVIDENCE
ITEM 1	1 Organization does not articulate high expectations for young people.	3 Organization articulates high expectations for young people but has not identified steps toward meeting them.	5 Organization articulates high expectations for young people, and steps for meeting those expectations have been identified in all program offerings.	☐
ITEM 2	1 Program schedule is not designed to support intentional and consistent skill-building over time.	3 Program schedule is designed to support intentional skill-building, but not across multiple skill areas.	5 Program schedule is intentionally designed to foster skill-building as a consistent part of programming (e.g., plans include sequencing and scaffolding of skills, opportunities to improve skills or learn new skills, etc.) across multiple skill areas.	☐
ITEM 3	1 Program offerings are not designed to foster positive peer relationships and collaboration across all activities, although positive peer relationships and collaboration may occur incidentally.	3 Program offerings include activities to foster positive peer relationships and collaboration, but not as a consistent part of programming.	5 All program offerings prioritize positive peer relationships and collaboration.	☐
ITEM 4	1 Program planning does not address ways to adapt activities for varying skill levels and abilities, although adaptations may sometimes happen in the moment during a program session.	3 Program planning sometimes includes discussion of ways to adapt activities for varying skill levels and abilities, but not for every activity.	5 Program planning intentionally includes discussion of ways to adapt all activities for varying skill levels and abilities.	☐

FAMILY ENGAGEMENT | Meaningful family engagement is encouraged.

Evidence may include examples of newsletters, relevant policy, calendar including family orientation, meetings, and conferences.

	1	3	5	EVIDENCE
ITEM 1	1 No communication occurs with most families of participants.	3 Communication with families of participants is informal or irregular.	5 Organization has established mechanisms (e.g., newsletters, e-mail, conferences, group meetings, dinners, picnics) for regular communication with families of participants.	☐
ITEM 2	1 Family input is not collected to inform program planning or decision-making.	3 Family input about the program is welcome, but they do not have a direct role in program decision making.	5 Family members are a part of program/organization decision-making (e.g., family representatives on board, annual family survey, input in program planning).	☐
ITEM 3	1 Organization does not host family events or invite families to participate in program activities.	3 Organization has some opportunities for family engagement and program observation, but they are informal and infrequent.	5 Organization hosts family events throughout the year and invites active participation from families in program activities.	☐

SCHOOL ALIGNMENT | School partnerships support academic success.

Evidence may include examples of school communications, meeting agendas and attendance, and teacher surveys.

	1	3	5	EVIDENCE
ITEM 1	1 No information about the program is shared with the school.	3 Information about the program is shared with the school at or prior to the beginning of the program.	5 Information and ongoing updates about the program are shared with the school.	☐
ITEM 2	1 No communication with schools occurs.	3 Communication with schools is limited to coordination of transportation, schedules, or other logistics.	5 Communication with schools occurs to better coordinate supports and opportunities for young people.	☐
ITEM 3	1 Organization and school do not actively collaborate.	3 Organization and school actively collaborate in one of the following ways: school representation on governing bodies, coordination or alignment behavior policies, alignment on academic supports, sharing data).	5 Organization and school actively collaborate in two or more of the following ways: school representation on governing bodies, coordination or alignment behavior policies, alignment on academic supports, sharing data.	☐

COMMUNITY PARTNERSHIPS | Programs partner with the community.

Evidence may include list of community partners and volunteers, community-based activities.

	1	3	5	EVIDENCE
ITEM 1	1 Organization does not share information about community resources with young people and/or their families.	3 Organization shares information about community resources with young people and/or their families only if a particular need or occasion arises.	5 Organization routinely shares information about community resources with young people and/or their families.	☐
ITEM 2	1 No communication occurs with other organizations involved with young people.	3 Communication with other organizations involved with young people is limited to coordination of transportation, schedules, or other logistics.	5 Communication with other organizations involved with young people occurs to better coordinate supports and opportunities for young people.	☐
ITEM 3	1 Organization and community do not actively collaborate.	3 Organization and community actively collaborate in one of the following ways: community representation on program's governing bodies, cross-organization collaboration, community participation in program offerings, resource sharing.	5 Organization and community actively collaborate in two or more of the following ways: community representation on program's governing bodies, cross-organization collaboration, community participation in program offerings, resource sharing.	☐

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- E. OQA Materials. Any and all materials provided as part of the OQA including all education and instruction books, charts, disks, forms, activity props, workbooks, and related materials.

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- B. In the event that either Party breaches this Agreement, the other Party shall, in addition to any other remedy it may have, have the right to terminate this Agreement, upon ten (10) days written notice.

7. AGREEMENT NOT TO COMPETE.

- A. During the term of this Agreement, neither You nor Your organization, employees, partners, officers, or directors shall directly or indirectly enter into or in any manner participate in any business profession, proprietorship or any other endeavor which sells, markets or distributes any OQA or OQA Materials, or any techniques or programs which are the same as or similar to any OQA or OQA Materials. You further agree not to use, at any time, Licensor's trade secret or other Confidential Information.
- B. The covenants contained in this Agreement shall survive the termination or expiration of this Agreement and shall apply regardless of whether this Agreement was terminated by lapse of time, by default, or for any other reason.

8. LIMITATIONS.

- A. LICENSOR MAKES NO WARRANTIES RELATING TO THE PRODUCTS EXPRESS, OR IMPLIED, AND EXPRESSLY EXCLUDES ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE OQA OTHER THAN AS PROVIDED IN THIS PARAGRAPH.
- B. In no event shall Licensor's aggregate liability from or relating to this Agreement or the OQA and OQA Materials (regardless of the form of action, whether contract, warranty, tort, malpractice, fraud and/or otherwise) exceed the amount actually paid by You to Us. In no event shall Licensor be liable to You or any third party for any consequential special, indirect, incidental or punitive damages.

- 9. INDEMNIFICATION. You agree to indemnify and hold Licensor harmless from any claim, damage or cause of action (inclusive of negligence, misrepresentation, error or omission) or other breaches of this Agreement by You.

- 10. SUBCONTRACTING AND ASSIGNMENT. This Agreement shall be binding and inure to the benefit of the Parties hereto. Your rights are personal in nature and You shall not assign any of Your rights nor delegate any of Your obligations under this Agreement to any third party without Licensor's express written consent.

- 11. YOUR REPRESENTATIONS. You have done your own investigation, due diligence and evaluations regarding the OQA and have made your own independent determination of its value. No promises or representations have been made by Licensor or any of Licensor's representatives or agents other than herein set forth. No modifications of the term hereof shall be valid unless made in writing and executed by both You and Licensor.

12. MISCELLANEOUS.

- A. Independent Contractors. The Parties are independent contractors and nothing contained in this Agreement shall be construed to create relationship of partners, joint ventures, employer-employee or franchise-franchisee. You acknowledge that You do not have, and shall not make any representations to any third party, either directly or indirectly, that You have any authority to act in the name of or on behalf of Us or to obligate Us in any way whatsoever except as expressly provided herein. You agree not to represent that You are an agent or representative of Ours and You further agree not to use the word "agent," or any other designation, which might imply that Licensor is responsible for Your acts.
- B. Governing Law and Jurisdiction. The rights of the Parties and provisions of this Agreement shall be interpreted and governed in accordance with the laws of the District of Columbia and you agree that proper jurisdiction and venue shall be in the general courts of the District of Columbia.
- C. Waiver. The failure of either Party to enforce, at any time or for any period of time, any provision of this Agreement shall not be a waiver of such provision or of the right of such Party thereafter to enforce such provision.
- D. Amendment. This Agreement may be amended only by written instrument signed by representatives of both Parties.
- E. Headings. The paragraph headings appearing in the Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construct or describe the scope or extent of such paragraph or in any way affect such a paragraph.
- F. Cumulative Rights. The rights are cumulative and no exercise or enforcement by either Party of any right or remedy hereunder shall preclude the exercise or enforcement by the other of any other right or remedy hereunder which either Party is entitled by law or equity to enforce. Nothing herein contained shall be interpreted as to bar or waive the right to obtain any remedy available at law or in equity.

YOU REPRESENT, COVENANT, AND AGREE THAT LICENSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AND LICENSOR DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE SUCCESS OF THE OQA UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, and by downloading and using the OQA and OQA Materials, you agree to abide by all statements made herein.