

## **SUMMER MEASUREMENT PROJECT 2015 MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), dated as of [REDACTED] (the “Effective Date”), is by and between Boston After School & Beyond, Inc., with offices at 89 South Street, Suite 601, Boston, MA 02111 (“BASB”) and the nonprofit partner(s) (the “Nonprofit Partner”) set forth in Exhibit A hereto.

WHEREAS, BASB and the Nonprofit Partner (each a “Party” and collectively, the “Parties”) desire to set forth their mutual commitments in furtherance of the Summer Measurement Project 2015 (the “SMP”), a project in which the Parties will collaborate to implement common measurement and data collection practices in connection with the Nonprofit Partner’s 2015 summer programming (the “Summer Programming”, and, together with other programming providers participating in the SMP, the “Participating Summer Programs”).

WHEREAS, the Nonprofit Partner shall be solely responsible for managing, operating, and funding the Summer Programming.

WHEREAS, the SMP will be guided by the following outcome goals: (i) promote common measures of program quality across Participating Summer Programs; (ii) understand the youth population served by Participating Summer Programs through a uniform approach to data collection; and (iii) expand a cohort of summer learning providers who will collaborate to improve access to high quality summer learning opportunities for Boston’s children and youth. (iv) use common measures to scale programming best practices.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, the Parties, on the basis of, and in reliance upon, the representations, warranties, covenants, obligations, and agreements set forth in this MOU, and upon the terms and subject to the conditions contained herein, hereby agree as follows:

### **I. RESPONSIBILITIES OF THE NONPROFIT PARTNER**

The Nonprofit Partner shall implement a set of program quality measurement tools and collect and share with BASB certain data concerning students participating in the Summer Programming (“Participating Students”). Specifically, the responsibilities of the Nonprofit Partner shall include, but are not limited to, the following:

1. Accommodate National Institute on Out-of-School Time’s (“NIOST”) observers and/or other observers trained to administer Assessment of Afterschool Program Practices Tool (“APT”) for one or more full-day Summer Programming site visits.
2. Administer NIOST’s Survey of Afterschool Youth Outcomes Youth Survey (“SAYO Y”) to all Participating Students, entering grades 4 or older, during the final week of Summer

Programming, and facilitate the collection and return of completed SAYO Y surveys and/or results to NIOST and/or BASB.

3. Record the following information in Youthservices.net before and during summer for each of the Participating Students (the “Participating Student Data”). No later than one week after the completion of Summer Programming, finalize data collection in Youthservices.net for Participating Student Data, including:
  - a. First and last name, date of birth, race, ethnicity, gender, school, current grade, home zip code;
  - b. to the extent such data is available to the Nonprofit Partner: Boston Public Schools student identification number, State Assigned Student Identifiers, limited English proficiency status;
  - c. enrollment and attendance records, attendance to be recorded on an individual student basis for each day of Summer Programming;
  - d. status of completed, signed, and returned Aligned Consent Form; and
  - e. schedule of program activities and program description fields.
4. Send representation to program development sessions in May and June 2015 (“SMP Trainings”), including but not limited to: May 20 APT training (for new Participating Summer Programs or new program leaders only), May 28-29 Site Manager Summer Institute (all Participating Summer Programs), and Youthservices.net webinar (all Participating Summer Programs).
5. Administer the Program in Education, Afterschool, and Resiliency (“PEAR”) Holistic Student Assessment Diagnostic (“HSA”) before or during first week of Summer Programming if Participating Students will enter middle or high school in Fall 2015, and facilitate the collection and return of HSA results to PEAR and/or BASB; provided however, that this responsibility shall only apply if the Nonprofit Partner notifies BASB, in writing prior to the commencement of Summer Programming, that the Nonprofit Partner elects to administer HSA as provided herein.
6. Administer the PEAR Holistic Student Assessment Retrospective (“HSA-R”) during final week of Summer Programming if Participating Students will enter middle or high school in Fall 2015, and facilitate the collection and return of HSA-R results to PEAR and/or BASB; provided however, that this responsibility shall only apply if the Nonprofit Partner notifies BASB, in writing prior to the commencement of Summer Programming, that the Nonprofit Partner elects to administer HSA-R as provided herein.

## II. DATA SHARING AND PUBLICATION

The Nonprofit Partner acknowledges that BASB, for the purposes of evaluating and enhancing the quality of the SMP and Summer Programming, intends to:

(i) share Participating Student Data, *including the identity of individual Participating Students*, with NIOST and/or PEAR;

(ii) make publicly available and/or available to certain third parties aggregate level data derived from Participating Student Data, *not including the identity of individual Participating Students*; and

(iii) make publicly available SAYO Y and APT results, which reflect program-level data and do not include individual student information.

The Nonprofit Partner shall obtain from Participating Students consent forms, as described in Section V.1. of this MOU, concerning Participating Student Data collection, sharing, and publication, and the Nonprofit Partner agrees to cooperate with and assist BASB in the collection, sharing, and/or publication of that data, if necessary. BASB shall retain ownership of and all intellectual property rights in, or arising from, any and all data collected in connection with the SAYO Y, APT, and other instruments described in Section 1 of this MOU.

## III. SMP FUNDING

1. BASB shall be responsible for the costs associated with acquiring the APT, SAYO-Y, and other instruments described in Section 1 of this MOU and for the costs associated with NIOST observers and/or other observers who administer the APT.
2. BASB shall be responsible for the costs associated with hosting the SMP Training, but BASB shall not be responsible for the costs or other expenses incurred by the Nonprofit Partner in connection with SMP Training attendance.

## IV. REPRESENTATIONS AND WARRANTIES

Each of the Parties to this MOU hereby represent and warrant that:

1. It is duly organized and validly existing under the laws of its jurisdiction, incorporation, or establishment.
2. It has the power to enter into and perform its obligations under this MOU, and possesses, as of the Effective Date, all of the necessary authorizations, licenses, permits, exemptions, consents, actions or approvals by, and all filings with or notices to, any governmental or other authority that are required to be obtained or made with respect

to this MOU, the Summer Programming under any applicable federal, state, or local law, ordinance, or regulation.

3. This MOU has been duly authorized, executed, and delivered by it, and, assuming the due authorization, execution, and delivery hereof by the other Party, constitutes a legal, valid, and binding obligation of it, its respective successors, and permitted assigns, and is enforceable against it in accordance with the terms hereof.
4. Its authorization, execution, and delivery of this MOU, and the performance of its obligations hereunder, does not and will not constitute or result in a default under, or a breach or violation of, its charter, bylaws (or equivalent organizational documents), or any other agreement, instrument, law, ordinance, regulation, judgment, injunction, or order applicable to it or any of its property.
5. There is no proceeding pending or threatened against it at law or in equity, or before any governmental instrumentality or in any arbitration, which would materially impair its ability to perform its obligations under this MOU, and there is no such proceeding pending against it which purports or is likely to affect the legality, validity, or enforceability of this MOU.

#### **V. COVENANTS OF THE NONPROFIT PARTNER**

The Nonprofit Partner hereby covenants to:

1. Obtain consent as follows:
  - a. For each Participating Student who is younger than age eighteen (18) at the commencement of Summer Programming and who will not reach age eighteen (18) during Summer Programming, the Nonprofit Partner shall cause a custodial parent and/or legal guardian of such Participating Student to execute a Summer Measurement Project Consent Form ("Aligned Consent Form"), attached hereto as Exhibit B, before the Nonprofit Partner implements any Participating Student survey and/or transmits any Participating Student Data to BASB.
  - b. For each Participating Student who will reach age eighteen (18) at any time during Summer Programming, the Nonprofit Partner shall cause a custodial parent and/or legal guardian of such Participating Student to execute an Aligned Consent Form before the Nonprofit Partner implements any Participating Student survey and/or transmits any Participating Student Data to BASB, and the Nonprofit Partner shall also cause the Participating Student to execute the Aligned Consent Form on

his or her own behalf once the Participating Student reaches age eighteen (18).

- c. For each Participating Student who will be age eighteen (18) or older prior to the commencement of Summer Programming, the Nonprofit Partner shall cause the Participating Student to execute the Aligned Consent Form on his or her own behalf before the Nonprofit Partner implements any Participating Student survey and/or transmits any Participating Student Data to BASB.

The Nonprofit Partner shall maintain possession of each original executed Aligned Consent Form for at least three (3) years following the termination of this MOU, and return a copy of each original executed Aligned Consent Form to BASB no later than two (2) weeks after Summer Programming begins. No later than two weeks after Summer Programming Begins, the Nonprofit Partner shall, according to Section I.3.d of this MOU, record in Youthservices.net the status of a completed, signed, and returned Aligned Consent Form for each Participating Student.

2. Return the completed surveys and/or results of the SAYO Y collected during Summer Programming to BASB or NIOST, as directed, no later than September 18, 2015 ("Data Return Date"). If, for any reason, the Nonprofit Partner does not make a good faith effort to return the completed SAYO Y surveys and/or results to BASB or NIOST, as applicable, by the Data Return Date, then the Nonprofit Partner shall reimburse BASB's costs incurred as a result of providing the SAYO Y materials to the Nonprofit Partner, which costs shall not exceed \$1,800.
3. Make a good faith effort to schedule a visit with, and accommodate APT collection by, one or more NIOST observers and/or other observers per Part I.1 of this Memorandum of Understanding. If, for any reason, the Nonprofit Partner does not make a good faith effort to schedule a visit with and accommodate APT collection by one or more NIOST observers and/or other observers during the Summer Programming, then the Nonprofit Partner shall reimburse BASB's costs incurred as a result of arranging APT collection from the Nonprofit Partner, which costs shall not exceed \$2,550.
4. Maintain in full force and effect all authorizations, licenses, permits, exemptions, consents, actions or approvals by, and all filings with or notices to, any governmental or other authority that are required to be obtained or made with respect to this MOU, the Summer Programming, and/or the SMP (including, but not limited to, all such permits and licenses described in Section IV.2. of this MOU), and use all reasonable efforts to obtain or make any that may become necessary in the future.

5. Comply in all material respects with all applicable laws, rules, regulations, and orders to which it may be subject if failure to so comply could materially impair its ability to perform its obligations under this MOU.

**VI. INDEMNIFICATION OF BASB BY THE NONPROFIT PARTNER; LIMITED LIABILITY OF BASB; INDEPENDENT JUDGMENT OF THE PARTIES**

1. The Nonprofit Partner shall indemnify, defend, and hold harmless BASB for any and all claims relating to Nonprofit Partner's failure to obtain properly executed Aligned Consent Forms and/or retain said Aligned Consent Forms pursuant to the terms of this MOU.
2. The Nonprofit Partner acknowledges and agrees that BASB's officers, directors, members, employees, and agents shall have no personal liability under this MOU for any reason whatsoever, or any liability in their capacity as officers, directors, members, employees, and agents of BASB. No provision, agreement, covenant, representation, or warranty contained in this MOU shall at any time or for any reason whatsoever constitute or give rise to or impose upon BASB a pecuniary liability or charge upon its general treasury, but shall be payable solely from available, undisbursed SMP Funding.
3. The Nonprofit Partner acknowledges and agrees that in connection with its decision to enter into this MOU, and its negotiation and execution of this MOU, (i) neither BASB, nor any of its officers, directors, members, employees, agents or affiliates (each, including BASB, a "BASB Party") has acted as a fiduciary, advisor, agent, or other representative of it; (ii) it has, to the extent it has deemed necessary, consulted with its own legal counsel and/or other appropriate advisor in determining the suitability and appropriateness of this MOU and in evaluating the specific terms of this MOU, and has not relied upon any advice from any BASB Party with respect to such matters; (iii) understands the terms and conditions of this MOU and is capable of satisfying such terms and conditions; and (iv) the terms and conditions of this MOU are the result of arms-length negotiations among BASB and the Nonprofit Partner.

**VII. MISCELLANEOUS**

1. Nothing contained in this MOU will be construed as creating a partnership, joint venture, agency, trust, or other association of any kind between and among the Parties.
2. Nothing expressed or implied herein is intended or shall be construed to confer upon any person or entity other than the Parties, any right, remedy, or claim by reason of this MOU or any provision hereof, and all provisions contained herein shall be for the exclusive benefit of the Parties, and their respective successors and permitted assigns.

3. This MOU constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all oral communications and prior writings with respect to its subject matter.
4. This MOU may be executed in one or more counterparts and when each Party has executed at least one counterpart, this MOU shall become binding on all Parties and such counterparts shall be deemed to be one and the same document.
5. If one or more provisions of this MOU or the applicability of any such provisions to any set of circumstances shall be determined to be invalid, unenforceable, or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions or the applicability of the same provisions or any of the remaining provisions to other circumstances.
6. BASB's failure or delay in enforcing any provision or obligation of this MOU, or in exercising any right or remedy hereunder, does not constitute a waiver of that provision, obligation, right, or remedy.
7. This MOU may be amended or any of its terms modified only by a written document authorized, executed, and delivered by each of the Parties.
8. This MOU shall terminate on the later of one (1) year from the Effective Date or the date on which the Nonprofit Partner has satisfied all of its obligations hereunder, provided that BASB shall, at its sole discretion, have the right to terminate this MOU upon thirty (30) days written notice to the Nonprofit Partner.
9. This MOU shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles.
10. Any dispute or disagreement among the Parties as to the interpretation of any provision of or the performance of any obligation under this MOU shall be commenced and prosecuted in its entirety exclusively in any state or federal court located within the City of Boston, Massachusetts, and each Party consents to the personal and subject matter jurisdiction of and proper venue in such courts.

*[Signature page(s) follows]*

IN WITNESS WHEREOF, BASB and the Nonprofit Partner have executed this MOU or caused this MOU to be executed as of the Effective Date.

**BOSTON AFTER SCHOOL & BEYOND, INC.**

By: Christopher J. Smith, Executive Director

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**[NONPROFIT PARTNER]**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

SAMPLE - Not for distribution



**EXHIBIT A**

**Nonprofit Partner**

Nonprofit Partner Name: \_\_\_\_\_

Nonprofit Partner Address: \_\_\_\_\_

\_\_\_\_\_

**Nonprofit Partner Sites**

Nonprofit Partner Site 1 Name: \_\_\_\_\_

Nonprofit Partner Site 2 Name: \_\_\_\_\_

Nonprofit Partner Site 3 Name: \_\_\_\_\_

Nonprofit Partner Site 4 Name: \_\_\_\_\_

Nonprofit Partner Site 5 Name: \_\_\_\_\_

Nonprofit Partner Site 6 Name: \_\_\_\_\_

Nonprofit Partner Site 7 Name: \_\_\_\_\_

Nonprofit Partner Site 8 Name: \_\_\_\_\_

Nonprofit Partner Site 9 Name: \_\_\_\_\_

Nonprofit Partner Site 10 Name: \_\_\_\_\_

**EXHIBIT B**  
**Consent Form**

Dear Parent/Guardian,

This summer program is taking part in a city-wide summer program evaluation (measurement) project to better understand summer programming in Greater Boston. Several research organizations will help with this measurement project: National Institute on Out-of-School Time (NIOST), Program in Education, Afterschool, and Resiliency (PEAR), American Institutes for Research (AIR), and the National Science Foundation (NSF). With your consent, these research organizations and Boston After School & Beyond (BASB, an organization managing the measurement project) will have secure access to the following demographic and academic information about your child (obtained from this summer program and/or Boston Public Schools): school attended, race/ethnicity, gender, grade level, age, English Language Learner (ELL) status, student participation and attendance in the summer program, school-year attendance information (days present, days tardy, total days of school), test scores, State Assigned Student Identifier (SASID) and Boston Public Schools ID. These data are confidential and will be used only for evaluation.

**The following activities and information relates to students who participate in the summer program:**

- Researchers and specialists will observe some summer classrooms and activities.
  
- Students will be asked to fill out a survey called *NIOST Survey on Afterschool Youth Outcomes (SAYO-Y)*. The SAYO-Y is a 10 minute paper or online survey taken during the last week of programming which asks students questions about their program experiences, sense of competence, and future plans. Participation in the survey is voluntary and may stop at any time without penalty. A study researcher will train the students on how to participate in the survey. Individual survey responses will not be shared with afterschool program staff, partner organizations, or any other organization or individual. Should you have any questions about this survey, use of these data, or questions about your rights or your child's rights as a participant in this study, contact Dr. Georgia Hall at (781) 283-2530 or ghall@wellesley.edu (or for questions about your rights contact Nancy L. Marshall at nmarshall@wellesley.edu).
  
- Students who are currently in (or soon to enter) middle or high school may be asked to fill out a survey called the Holistic Student Assessment (HSA), developed by PEAR. The HSA is a tool that can deepen understanding of students' social and emotional strengths and needs. Students complete a brief survey about themselves, at least once and as many as two times. Student completion of the HSA is voluntary. Students may stop the survey at any time without penalty. Teachers, educators, and support staff will use the survey results to cultivate the strengths, abilities, and academic success of each student. Teachers, educators, and support staff will keep information from the HSA confidential to protect participants. PEAR reserves the right to use all HSA data for both research and educational purposes. Should you have any questions regarding HSA, contact Jane Aibel at 617-484-0466 extension 204 or e-mail jaibel@mclean.harvard.edu.

CONTINUE TO THE NEXT PAGE

**Confidentiality of Data Collected**

Your child’s participation in the Summer Measurement Project data collection helps us to better understand summer programming in Greater Boston. All data collected will be kept confidential. In public reporting of research findings, only group data and/or de-identified data will be reported. At no time will a public report identify an individual student in any way. The only exception to confidentiality will be in the case of any information disclosed that indicates a child is in any danger. Should that occur, protocols for such disclosure are in place for protection of participants.

**Please complete, sign, and return:**

By signing this form below, I give permission for my child to participate in the summer measurement project, and I acknowledge that I have read, understand, and agree to all aspects of the measurement project described in this 2-page form. The summer program will provide services to my child regardless of parental consent for student records.

**Child’s Name:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_ **Relationship to Child:** \_\_\_\_\_

**Child’s School:** \_\_\_\_\_

***Parent/Guardian Information***

**Cell:** \_\_\_\_\_ **Home:** \_\_\_\_\_ **Work:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Photo/Video Release**

Boston Public Schools, Boston After School & Beyond, and/or their partners and agents may videotape or take pictures of your child’s participation in the Summer Measurement Project using video and/or digital photography. These images may be taken before, during, or after the summer programming. These images may be used for the purpose of sharing your child’s participation, and perspectives associated with your child’s participation, to a public audience. Images may be published, posted, or played through a variety of communication channels, including but not limited to print, television, and/or online. Please sign below to agree.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_