

**CONTRACT NAME: AGREEMENT BETWEEN YOUTH TRUTH STUDENT SURVEY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is an agreement between Youth Truth Student Survey and DJUSD to allow the District to access the raw data of anonymous student responses to the Youth Truth survey, provided the District agrees to safeguard the data appropriately.

There is no cost for this service.

## Data Sharing and Security Policy and Agreement

**Purpose:** This data sharing and security policy is designed to define the requirements set forth by the Center for Effective Philanthropy (“CEP”) for sharing YouthTruth Student Survey data with partner organizations and ensuring the security of confidential survey data. This document serves as the terms of agreement (“Agreement”) for this policy between CEP and the Partner.

**Participating Parties:** The parties entering into this agreement are the Center for Effective Philanthropy and Davis Joint Unified School District (“Partner”).

**Data:** The data (“Data”) relevant to this agreement include all YouthTruth Student Survey Data supplied by CEP to the Partner, gathered in Davis Joint Unified School District (the “School System”) during the 2015-16 and 2016-17 school years. This Agreement pertains only to YouthTruth Student Survey Data gathered from students attending the district’s school(s) and does not grant the Partner access to other data in the YouthTruth dataset. The parties acknowledge that the Data constitute education records as defined at 34 CFR 99.3, in that the survey responses are records that are directly related to a student and maintained by School System or by a party acting for the School System.

**[INCLUDE IF PARTNER IS OTHER THAN SCHOOL SYSTEM: Partner Authorization:** The Partner is authorized in writing to conduct the YouthTruth Student Survey in the School System for or on behalf of the School System or constituent schools within the School System, pursuant to 34 CFR 99.31(a)(1)(i)(B) or (a)(6)(i).]

**Planned Use:** The data will be used to assess school climate within the school district, both for the district as a whole and for individuals sites and subgroups of students.

**Data Security:** Data from the survey will be secured by the Davis Joint Unified School District, and the data storage, security and password protection policies and procedures therein. Marcia Bernard, Director of Instructional Technology ([mbernard@djusd.net](mailto:mbernard@djusd.net)), Matt Best, Deputy Superintendent ([mbest@djusd.net](mailto:mbest@djusd.net)), and Kate Snow, District Climate Coordinator ([ksnow@djusd.net](mailto:ksnow@djusd.net)) will have direct access to and responsibility for the data.

1. The Partner certifies that the statements made in this agreement regarding the planned use of the Data are complete and accurate.
2. The Partner will not use the Data for purposes other than those described above in Planned Use or as approved by CEP in writing.
3. The Partner will establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to the Data, as outlined above in Data Security.

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4. The Partner will not disclose Data nor permit others to use the Data except as described above in Planned Use. Within the Partner organization, access to the Data shall be limited to the minimum number of individuals necessary to achieve the purpose stated in the Planned Use section of this Agreement. Partner's disclosures and redisclosures of education records shall in all cases comply with 34 CFR 99.31 and 99.33.
5. Subject to the limitations prescribed herein, the Partner may use aggregate results derived from the Data in publications relevant to the Planned Use. In doing so, the Partner agrees to include language indicating that YouthTruth collected the Data, the process by which YouthTruth collected the Data, and that the Partner maintained the confidentiality of individual survey respondents. If the Partner chooses to use an excerpt of a YouthTruth report, the Partner will identify the portion used as being an excerpt from the full report.
6. The Partner may not release findings or information derived from the Data if such findings constitute an education record or contain any combination of data elements that might allow for identification or deduction of the identity of a student who is a survey respondent or a parent of such a student. The Partner may not report findings for subgroups comprised of fewer than five students.
7. The Partner agrees to subject any findings or manuscripts intended for public release (e.g., abstracts, presentations, publications) to a stringent internal review to maintain the survey respondents' confidentiality and to assure that individual survey respondents cannot be identified.
8. The Partner agrees to share manuscripts using findings or information derived from the Data intended for publication with CEP for review and verification at least two weeks prior to publication.
9. The Partner will report immediately to CEP any use or disclosure of the Data other than as permitted by the Planned Use, and will take all steps necessary to mitigate the effects of such improper use or disclosure, cooperating with all reasonable requests by CEP toward that end.
10. The Partner agrees that, in the event that CEP determines or has a reasonable belief that the Partner has violated any terms of this Agreement, CEP may terminate this Agreement and require that the Partner destroy the Data and all derivative files, including tables, draft publications, and other documentation containing data, analysis, and/or results.
11. The Partner agrees to destroy the Data upon conclusion of the study or when the Data are no longer needed for the purposes for which the study was conducted, whichever comes first; provided that the Data shall be destroyed no later than January 1, 2020. If the Partner

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would like to continue use of the data beyond this date, the Partner and CEP shall enter into a new data sharing agreement. The Partner agrees to continue to protect the confidentiality of the Data as outlined above until such time as the Data are destroyed.

12. Subject to the rights of the School System, students and parents in survey Data that comprise education records, CEP shall own all data collected or generated from the survey, the rights to any techniques or methodologies used to produce YouthTruth reports, and the copyright to final YouthTruth reports for schools participating in the study. CEP grants to the Partner a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, license to use the Data or any findings or insights developed from the Data for the purposes described in the Planned Use section of this Agreement, subject to the limitations prescribed herein.
13. The terms and conditions of this Agreement are for the sole benefit of CEP and the Partner and do not create any third party beneficiary rights.
14. The Partner shall comply, at its own expense, with the provisions of all applicable federal, state and municipal laws and regulations applicable to the Data, the use thereof, and/or the Partner's activities hereunder.
15. This Agreement constitutes the entire agreement between the CEP and the Partner, and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, with respect to the subject matter hereof. The Partner and CEP agree that the terms and conditions of this Agreement (including any perceived ambiguity herein) shall not be construed in favor of or against either of them by reason of the extent to which it or its professional advisors participated in the preparation of the original or any further drafts of this Agreement, as each of them has been represented by counsel in its negotiation of this Agreement and it represents their mutual efforts.
16. The Partner acknowledges and agrees that CEP would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the Partner agrees that CEP shall be entitled to an injunction or other equitable relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

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## Signature of CEP Officer Responsible for this Data Request

Signature below indicates that CEP grants approval for release of the Data to the Partner for use according to the provisions outlined in this Agreement.



12/22/2016

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**Signature**

**Date**

Jen Vorse Wilka

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**CEP Officer Name (printed or typed)**

Executive Director, YouthTruth Student Survey

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**Title, Institution/Organization**

(415) 391-3070 Ext. 109

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**Phone Number**

jenw@youthtruthsurvey.org

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**E-mail Address**

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## Signature of Official from the Partner Institution

On behalf of the Partner organization, the undersigned individual hereby attests that he or she is authorized to legally bind the Partner Organization to the terms of this Agreement and agrees to all the terms specified herein.

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**Signature**

**Date**

**Bruce E. Colby, Chief Business & Operations Officer**

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**Name of Official from Partner Organization (printed or typed)**

**Davis Joint Unified School District**

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**Institution/Organization**

**530-757-5300**

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**Phone Number**

**bcolby@djud.net**

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**E-mail Address**