

CONTRACT NAME: AGREEMENT BETWEEN CENTER FOR EFFECTIVE PHILANTHROPY - YOUTH TRUTH STUDENT SURVEY AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Youth Truth Student Survey is a student perception survey tool, which collects data about school and district climate indicators. The district has been using Youth Truth since 2014. Data collected from students, using the Youth Truth tool, enables teachers and administrators to better understand students' perceptions of safety, engagement, academic rigor, peer relationships and relationships to teachers. As staff better understand student perceptions they are able to build on areas of strengths and address areas of concerns throughout the district, ultimately providing a better learning environment for our students.

YouthTruth

STUDENT SURVEY

A NATIONAL NONPROFIT

2018-19 Client Agreement & Registration

This agreement between the YouthTruth Student Survey, a project of the Center for Effective Philanthropy, Inc., (“YouthTruth”) and the client organization (“Client”) confirms your participation and agreement to the below terms.

Contact Information

Organization Name:
Main Contact Name: Main Contact Phone:
Main Contact Title: Main Contact Email:
Billing Contact: Billing Contact Phone:
Purchase Order Number: Billing Contact Email:
Billing Address:

Payment & Timing

Total Cost (to be completed by YouthTruth):

3-Year Package: Yes No Notes:

Select 2018-19 survey window:

Sept. 17 - Sept. 28	Oct. 15 - Oct. 26	Oct. 29 - Nov. 9	Nov. 26 - Dec. 7	Jan. 22 - Feb. 1
Feb. 4 - Feb 15	March 18 - March 29	April 15 - April 26	May 13 - May 24	May 28 - June 7
Custom survey window (additional fee):				

Products & Services

1. Choose survey type and enter number of schools

Overall School Experience Survey	High School(s)	Middle School(s)	Elementary School(s) (3rd grade up)
Feedback for Teachers Survey	High School(s)	Middle School(s)	Elementary School(s) (3rd grade up)

Customize student survey with Additional Topics (no more than two to three topics recommended)

All topics available for grades 6-12; *indicates topics available for grades 3-5.

Project-Based Learning*	General Health	School Safety*	Learning Styles
STEM*	Nutrition & Exercise	Drugs & Alcohol	Student Voice & Leadership
Student Motivation (includes Grit Scale)*		Emotional & Mental Health	

2. Add other stakeholder surveys and enter number of schools

Staff Survey	High School(s)	Middle School(s)	Elementary School(s)
Family Survey	High School(s)	Middle School(s)	Elementary School(s)

3. Add Advisory Services

Group phone or webinar consultation.

Individual phone consultation for school leadership team. (Number of schools:)

In-person professional development workshop.

Special Customization (to be completed by YouthTruth)

Custom Questions Custom Analysis Data Files

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

We'll send a welcome email with your account login and everything you need to know to get started 1-2 weeks before your survey window.

Questions? Contact us toll free (415) 286-9538 or at hello@youthtruthsurvey.org

Parental Consent

Under applicable federal, state, and local laws, the client may be required to collect informed parental consent for students to participate. YouthTruth presumptively assumes that this consent has been collected, if necessary, by the time of survey administration. YouthTruth has provided a sample parental consent letter (available to download at youthtruthsurvey.org/parentalconsent) that clients are welcome to edit for their own purposes.

Confidentiality

YouthTruth will not reveal any survey data about, nor attribute any data to, the client’s district/network or school(s) in any publication other than the YouthTruth reports provided to the client without the client’s expressed permission. YouthTruth will not report findings for subgroups comprised of less than five students in any YouthTruth reports, and will use all commercially reasonable efforts to protect the confidentiality of all individual student responses in YouthTruth reports and in any future research. YouthTruth may cite your district/network and school(s) as YouthTruth Survey participants in its marketing materials, on its web site, and elsewhere.

Data Use by Clients

The client may use the YouthTruth findings in communications with internal and external audiences, make available representative portions of your YouthTruth report, quote from your report, or otherwise disclose your results. In doing so, the client agrees to cite YouthTruth as having collected the data, produced the report, and maintained the confidentiality of individual respondents. The client is solely responsible for its use of the YouthTruth survey results, and any effects of such use.

Data Use by YouthTruth

Subject to the rights of the client, students, and parents in survey data that comprise education records, YouthTruth shall own all data collected or generated from the survey, all rights to the techniques and methodologies used to produce YouthTruth reports, and the copyright to all YouthTruth reports. YouthTruth and its research partners may use the client’s survey data in comparative datasets for products we may produce in future years or in research reports. YouthTruth reserves the right to test a limited number of questions in our surveys.

Invoicing

The billing contact will be invoiced 30 days prior to survey administration, with payment due in full within 30 days. Invoices will be generated from YouthTruth’s parent nonprofit, the Center for Effective Philanthropy. Payment must be made to the “Center for Effective Philanthropy”, or, to “YouthTruth DBA, Center for Effective Philanthropy.”

Signed for YouthTruth Student Survey

X  _____

Jen Vorse Wilka
Executive Director

Date:

Legal Obligation

YouthTruth is obligated to respond to a properly issued and served subpoena or other legal process, including reporting allegations of abuse or neglect as cited in student comments, according to the laws governing the client’s state. Unless YouthTruth is not permitted by law to disclose the fact or content of the subpoena or legal process, YouthTruth will provide the client with timely notice of any such proceedings. Furthermore, it is assumed that the client will inform YouthTruth of all relevant client policies and laws related to administering the survey and analyzing and reporting survey data.

Modification and Liability

No waiver, modification or amendment of this letter of agreement shall be binding upon either party unless confirmed by a written instrument signed by both parties. This letter of agreement shall be governed by the laws of the Commonwealth of Massachusetts excluding its choice of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this letter of agreement and waives any claim of inconvenient forum or other challenge to venue in any such court. If any portion of any provision of this letter of agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the original purpose of the provision and all other provisions shall continue in full force and effect. You agree that any liability that may arise under this agreement shall be limited in the aggregate to the amount actually paid to YouthTruth for the services described in this agreement. YouthTruth provides no express warranty with respect to such services and disclaims all implied warranties (including the warranties of merchantability and fitness for a particular purpose) to the fullest extent permitted by law.

3-Year Package and Pre- and Post-Surveying Discount

For 3-year packages or agreements covering multiple rounds of surveying in a single year, a separate invoice will be sent two weeks prior to the beginning of each round of surveying, with payment due in full within 30 days. The 3-year package discount is applied with the understanding that the client intends to participate during the years specified. If, for any reason, the client elects to discontinue participation prior to the end of the contract term, the multi-year discount is reversed and the balance is invoiced, with payment due in full within 30 days.

Signed for Client Organization

X _____

Name:

Title:

Date:

Please submit school information and contacts via the School Information Form available at youthtruthsurvey.org/get-started

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

We'll send a welcome email with your account login and everything you need to know to get started 1-2 weeks before your survey window.

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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 2018-19, 2019-2020, and 2020-2021 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.

Planned Use: The data will be used to assess school climate within the school district, both for the district as a whole and for individual 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), Matt Best, Deputy Superintendent (mbest@djUSD.net), and Kate Snow, District Climate Coordinator (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.

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 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.

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.

	12.11.17
Signature	Date
Jen Vorse Wilka	
CEP Officer Name (printed or typed)	
Executive Director, YouthTruth Student Survey	
Title, Institution/Organization	
(415) 391-3070 Ext. 109	jenw@youthtruthsurvey.org
Phone Number	E-mail Address

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.

Signature	Date
Bruce E. Colby, Chief Business & Operations Officer	
Name of Official from Partner Organization (printed or typed)	
Davis Joint Unified School District	
Institution/Organization	
530-757-5300	bcolby@djud.net
Phone Number	E-mail Address