

**CONTRACT NAME: AGREEMENT BETWEEN CENTER FOR EFFECTIVE  
PHILANTHROPY, INC., "YOUTH TRUTH" AND DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** The Youth Truth Student Survey is a student perception survey tool, which collects data about school and district climate indicators. DJUSD has used the Youth Truth survey tool since 2014. Administrators and teachers use the survey results to better understand student perception, working toward the goal of providing a better learning environment. This agreement supersedes the agreement approved on March 15, 2018; additional student questions have been included on the student survey and a family survey will now be offered.

**FISCAL IMPACT:** This term of this agreement is for three years. This expenditure is identified in the District LCAP, Goal 3, Action 5. The \$32,000 annual cost is included in the approved budget.

# 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](mailto: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](mailto: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](http://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: 9.11.18

### 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](http://youthtruthsurvey.org/get-started)

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

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