

# *school climate health & learning*

## **CALIFORNIA SURVEY SYSTEM**

### **Application for Obtaining a Cal-SCHLS Dataset**

#### **Local Education Agency**

This application is for use by a Local Education Agency (LEA) to request from the California Department of Education (CDE) and the Cal-SCHLS System at WestEd an electronic copy of its own local Cal-SCHLS (CHKS, CSSS, CSPS) results (data set) All applicants must agree to the requirements for preserving anonymity and confidentiality of the data specified below.

Name of Requesting Agency: Santa Barbara Unified School District Date of Application: Feb. 27, 2018

Responsible Contact Person: Dr. Chelsea Guillermo-Wann, Director, Research and Evaluation

Mailing Address: 720 Santa Barbara St

City/State/Zip Code: Santa Barbara, CA 93101

Telephone Number: 805-963-4338 x6353

Fax Number: \_\_\_\_\_

Email Address: cwann@sbunified.org

*Use the following checklist to insure that you are providing all required materials.*

Application Cover Sheet

Application Description, with application signature

Security Pledge of Confidentiality, with ALL signatures

*Processing of application will not begin until the application is complete.*

Send documents to:

WestEd - CHKS  
4665 Lampson Avenue  
Los Alamitos, CA 90720

or

Cal-SCHLS@WestEd.org

## Application Description

**Instructions:** You may reproduce this format in a word processing document. Take as much space as necessary to make your plans clear.

**A.** Time frame for the analysis of the data:

Start Date: March 1, 2018

End Date: May 1, 2018

**B.** Purpose of the study (be specific about goals, planned analysis, and reporting):

*See attached  
Exhibit A*

**C.** Plan for publication or public sharing of the data, analysis, and/or report(s):

*see attached  
Exhibit B*

**D.** Survey type and administration year(s) needed (*check all that apply*)

☒ Elementary Student Survey (CHKS)

☒ 2017-18 ☐ 2016-17 ☐ 2015-16 ☐ 2014-15 ☐ 2013-14 ☐ 2012-13 ☐ 2011-12  
☐ 2010-11 ☐ 2009-10 ☐ 2008-09 ☐ 2007-08 ☐ 2006-07 ☐ 2005-06 ☐ 2004-05  
☐ 2003-04 ☐ 2002-03 ☐ 2001-02

☒ Secondary Student Survey (CHKS)

☒ 2017-18 ☐ 2016-17 ☐ 2015-16 ☐ 2014-15 ☐ 2013-14 ☐ 2012-13 ☐ 2011-12  
☐ 2010-11 ☐ 2009-10 ☐ 2008-09 ☐ 2007-08 ☐ 2006-07 ☐ 2005-06 ☐ 2004-05  
☐ 2003-04 ☐ 2002-03 ☐ 2001-02 ☐ 2000-01 ☐ 1999-2000 ☐ 1998-99 ☐ 1997-98

☒ Staff Survey (CSSS)

☒ 2017-18 ☐ 2016-17 ☐ 2015-16 ☐ 2014-15 ☐ 2013-14 ☐ 2012-13 ☐ 2011-12  
☐ 2010-11 ☐ 2009-10 ☐ 2008-09 ☐ 2007-08 ☐ 2006-07 ☐ 2005-06 ☐ 2004-05

☒ Parent Survey (CSPS)

☒ 2017-18 ☐ 2016-17 ☐ 2015-16 ☐ 2014-15 ☐ 2013-14

**E.** File type (*check all that apply*)

☐ CSV

☒ Excel

☐ SAS

☐ SPSS

☐ Stata (Version 11 or above)

☐ Other (specify): \_\_\_\_\_

**F.** Requested data set delivery date (allow 2-4 weeks after data collection minimum):

March 19, 2018

## **DATA AGREEMENT**

### **I. Definitions**

- A. "Receiving institution" is the local education agency (LEA) that requests the data set.
- B. "Staff" means and includes all employees, consultants, contractors, and agents of the Receiving Institution who have any access to the sensitive data obtained through this agreement.
- C. "Contractors" are individuals or institutions that are under contract to the Receiving Institution for the purpose of conducting research or evaluation that involves the use of Cal-SCHLS data.
- D. "Data set" is the full and complete electronic set of Cal-SCHLS responses supplied to a Receiving Institution through this agreement. These data will be de-identified through the removal of sufficient personally identifiable characteristics so that no student can be identified and associated with a survey response through analysis of the data set alone or in combination with other data sets. This may include the removal of key demographic or geographic variables, substitution of variables with proxies, and/or partially aggregating the data.
- E. "Sensitive data" includes any Cal-SCHLS data received from CDE/WestEd that might compromise the anonymity or privacy of any individual study respondent.

### **II. Obligations of WestEd**

- A. Provide the data set and electronic documentation of the general content of the data set, with modifications to render the data set anonymous.

### **III. Obligations of the Receiving Institution, Researcher and Staff**

- A. Complete this application with all signatures, pledges, and assurances.
- B. Comply with all of the obligations set forth in the attached Pledge of Confidentiality, the terms of which are incorporated herein by this reference.
- C. Ensure that each Staff member who will have any access to the Data executes the attached Pledge of Confidentiality prior to being provided access, and provide copies of each Pledge of Confidentiality to WestEd within 10 days of execution.

A copy of each signed Pledge of Confidentiality shall be mailed or emailed to:

Ben Trigg  
WestEd  
4665 Lampson Avenue  
Los Alamitos, CA 90720-5139  
Cal-SCHLS@wested.org

- D. If new Staff are added during the period of this contract, security pledges must be obtained and sent to WestEd prior to the Staff member being granted access to the Data.
- E. All publications, presentations, or other use of these data must state that the data are from the California Healthy Kids Survey, California School Staff Survey or the California School Parent Survey.

#### **IV. Additional Terms and Conditions**

- A. Receiving Institution shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this Agreement without WestEd's or CDE's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- B. Receiving Institution agrees to comply at all times with all applicable Federal, State and local laws, rules and regulations, including but not limited to, FERPA, the California Information Practices Act, and the Privacy Act of 1974.
- C. Receiving Institution shall indemnify, defend, and hold WestEd and CDE harmless from any and all claims, actions, damages and liabilities (including reasonable attorney's fees) arising directly or proximately out of the Receiving Institution's negligence, or willful, wanton, or reckless conduct arising out of or related to this agreement or the Data provided pursuant to this agreement; these obligations shall survive the termination or expiration of this agreement.

This agreement becomes effective upon the written approval of WestEd and CDE, and may be immediately terminated by WestEd or CDE for violation of the agreement as described above.

#### **VI. Application Assurance**

Receiving Institution further agrees to:

- 1. Provide to WestEd a non-refundable fee in the amount of \$75.00 per data set in the form of a check made payable to "WestEd," to cover the expenses of consulting, administering this agreement, and of producing data files and documentation.
- 2. Agree that the receiving institution hereby acknowledge that any breach of the confidentiality provisions herein will result in irreparable harm to CDE and WestEd, not adequately compensable by money damages. The receiving institution hereby agrees to the imposition of injunctive relief in the event of breach, in addition to money damages.
- 3. Certify that none of the organizations or individuals identified on the Pledge of Confidentiality has violated an individual's rights under the Family Educational Rights and Privacy Act (FERPA) or other applicable privacy law within the past five years.

[THIS SPACE INTENTIONALLY LEFT BLANK; CONFIDENTIALITY PLEDGE FORM (2 pages) and  
AGREEMENT SIGNATURE PAGE (1 page) FOLLOW]

## **Pledge of Confidentiality**

***Must be signed by ALL receiving institution applicants and contract staff who will access the Cal-SCHLS dataset.***

Through my involvement with and work involving the Cal-SCHLS data set, I will have access to the data provided by CDE/WestEd. I have access to confidential information and use of data about respondents (individuals, schools, and school districts) generally perceived as personal and private, which was collected with the strict assurance of anonymity. I understand that access to this confidential information and data carries with it the responsibility to guard against unauthorized use and to abide by this pledge. To treat information as confidential means to assure that no one will see it that has not signed this pledge.

I agree to all of the following:

- 1) Only one complete copy of the WestEd data is permitted; however, time-delimited temporary data analysis files may be created.
- 2) The dataset, and all temporary data analysis files, will be deleted upon completion of the project as specified as the "end date" in the Application Description.
- 3) I agree not to analyze the Cal-SCHLS dataset, alone or in combination with other data, in any way that reveals the identity of a student, or links an identifiable student to a survey response.
- 4) I agree that, if the identity of any person should be discovered inadvertently, then (1) no use will be made of this knowledge; (2) CDE and WestEd will be advised of the incident; (3) that such identifying information will be safeguarded or destroyed as requested by CDE/WestEd; and (4) no one else will be informed of the discovered identity.
- 5) I agree to not permit access to these sensitive data by anyone not signing this agreement (as sent to WestEd or later modified and conveyed to WestEd), either electronically or hard copy.
- 6) I agree not to produce a report or publication in any form that displays disaggregated or cross-tabulated data in a way that might reveal a student's identity, or associate a survey response with an identifiable individual.
- 7) I agree that violation of this agreement by myself or any other signer will result in the Receiving Institution's loss of access to this and any other Cal-SCHLS data set for a period of no less than five years.
- 8) I also agree to abide by the following rules regarding data management.

### *Personal Computers*

Stand-alone personal computers with data and documentation stored on the hard drive.

1. The computer must be located in a locked office. Key access to the office should be restricted to project personnel only. The office must be locked at all times when not occupied.
2. Use of the computer is restricted to project personnel only. In order to use the computer a password must be supplied before access is granted.
3. Any hard copy printout of the data must be stored in a locked drawer or file cabinet when not being referenced by the researchers. Printed information that is no longer needed must be disposed of. Printouts of data are not to be distributed to anyone outside of project personnel.

*Mainframe and Network Computing*

1. Access to the data is restricted to approved staff and contractors only. In order to access data files, account and file password(s) must be supplied.
2. The original electronic file is the only complete copy of the data allowed. All electronic copies of the data, including time-delimited temporary data analysis files, must be password protected.
3. Any hard copy printout of the data must be stored in a locked drawer or file cabinet when not being referenced by the researchers. Printed information that is no longer needed must be disposed of. Printouts of data from WestEd are not to be distributed to any unauthorized persons.

*Each person using data collected by CDE/WestEd is reminded that disclosing confidential information directly or allowing unauthorized access to such information may subject that individual to criminal prosecution and/or civil recovery.*

I agree to fulfill my responsibilities on this project in accordance with the following guidelines:

Chelsea Guillermo-Wann, SBUSD

Name and Agency



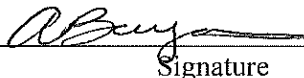
Signature

2/27/2018

Date

Alexandra Benjamin, SBUSD

Name and Agency



Signature

3/1/2018

Date

Name and Agency

Signature

Date

Name and Agency

Signature

Date

Name and Agency

Signature

Date

Additional copies of the Pledge, with additional signatures, are permitted.

Receiving Institution hereby agrees to the terms and conditions set forth in sections I-V of the Application Agreement, above.

**Receiving Institution Application Signature**

Signature

Date

Cary Matsuoka  
Name, typed or printed

Superintendent  
Title, typed or printed

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**WestEd approval granted**