school climate health & learning

CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: San Leandro Unified

This agreement outlines conditions to be met by the above named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
    - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The CSSS should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one CSPS per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the California Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the CalSCHLS website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2017 and expires on August 31, 2018.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

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CALIFORNIA SURVEY SYSTEM

District

Survey Administration Fees 2017-2018

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free Cal-SCHLS Helpline at (888) 841.7536

CHKS	
*Survey fee**	*$0.40 per student enrolled; $150 survey set-up fee*
Supplementary modules	*$100 per supplemental module*
District report	*No additional cost*
School reports	*$75 each*
Ethnicity report	*$200 for district middle, $200 for district high*
School ethnicity report	*$100 each*
District climate report card	*$250, free if all eligible schools ordered*
School climate report card	*$100 each, comprehensive middle/high schools only*
District raw data	*$75 per data set*
Custom questions	*One time development fee of $200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is $100 each.*
Workshops	*$125/hour (preparation, travel, and presentation time), plus travel expenses*
Other custom work	*$100/hour*

CSSS	
*Survey fee**	*$150 survey set-up fee*
Supplementary modules	*$100 per supplemental module*
District report	*No additional cost*
School reports	*$75 each*
District raw data	*$75 per data set*
Custom questions	*One time development fee of $200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is $100 each.*
Workshops	*$125/hour (preparation, travel, and presentation time), plus travel expenses*
Other custom work	*$100/hour*

CSPS	
Survey fee	*$150 survey set-up fee*
Supplementary modules	*$100 per supplemental module*
Paper processing fee	*$0.40 per paper copy returned for processing*
District report	*No additional cost*
School reports	*$75 each*
District raw data	*$75 per data set*
Custom questions	*One time development fee of $200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is $100 each.*
Workshops	*$125/hour (preparation, travel, and presentation time), plus travel expenses*
Other custom work	*$100/hour*

** If you are a district surveying less than 100 students please contact your regional center for specific survey costs.*

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District:

Signature: Joanne Clark
Joanne Clark (Dec 5, 2017)

Email: joanneclark@slusd.us

WestEd:

Signature:

Email: mneuenf@wested.org