

school climate health & learning
CALIFORNIA SURVEY SYSTEM

Application for Obtaining a Cal-SCHLS Data Set
Request for Data Set by an Organization other than the Data Owner

This application is for use by an organization to request from the California Department of Education (CDE) and the Cal-SCHLS system Project at WestEd an electronic data set for one or more Local Education Agencies (LEAs). All applicants must agree to the requirements for preserving anonymity and confidentiality of the data specified below.

Name of Requesting Agency: County of Santa Barbara Public Health Department

Date of Application: 09.15.2019

Responsible Contact Person: Joy Kane

Mailing Address: 345 Camino del Remedio #324

City/State/Zip Code: Santa Barbara, CA 93110

Telephone Number: 805-680-5304 Fax Number: ____

Email Address: joy.kane@sbcphd.org

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

Application Cover Sheet
Application Description, with signed application agreement
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: 08.01.2019

End Date: 12.31.2025

B. Purpose of the study (be specific about goals, planned analysis, and reporting and how this study serves the educational interests of the LEA' students).

The planned analysis is considered public health surveillance. The analysis will aim to understand Santa Barbara youth's behavioral health issues, including substance use. Specifically, analysis will be conducted regarding mental health, cannabis use, and tobacco use.

C. Plan for publication or public sharing of the data, analysis, and/or report(s). Data may not be reported in a way that identifies individual LEAs, schools, or students.

Aggregated, de-identified data will be reported. Suppression rules will be applied. Schools, individual LEAs, and students will not be reported.

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

Elementary Student Survey (CHKS)

2018-19 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)

2018-19 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

Biennial CHKS (state representative sample – no school identifiers provided)

2015-17 (Core and AOD only) 2013-15 (Core and AOD only) 2011-13 (Core only)

Staff Survey (CSSS)

2018-19 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)

2018-19 2017-18 2016-17 2015-16 2014-15 2013-14

(Each survey type/year combination constitutes a separate data set. For example, a request for Elementary Student Survey data and Secondary Student Survey data for 2016-17 and 2015-16 is a request for four separate data sets.)

- E.** To preserve district, school, and student confidentiality, randomly generated numbers (pseudocodes) are assigned to each district and school in the data set. The code assigned for one year will be the same code assigned to the same district/school for another year. All data files include these district and school pseudocodes. Please indicate if, in addition to pseudocodes, individually identifying information on districts and/or schools (i.e., district or school names) are being requested.

- Yes, district identifiers are needed only
 Yes, district and school identifiers are needed

(District- and school-level results are confidential. Data may not be reported in a way that identifies individual districts and/or schools.)

- F.** Largest area from which data are being requested

- Entire state
 County or counties

Specify county or counties: Santa Barbara County, San Louis Obispo County, Ventura County, Sonoma County, Tulare County, Monterey County, and Solano County

- LEA(s)

Specify LEA(s): _____

- Other

Specify: _____

- G.** File type (*check all that apply*)

- CSV (can be opened in Excel)
 SAS
 SPSS

Stata (Version 11 or above)

Other (specify): _____

H. Identify the Principal Investigator and any other key research staff. Provide a description of the research qualifications of each named individual, such that there can be assurance that the data will be analyzed and presented with the highest standards of scientific rigor and ethics.

Principal Surveillance Investigator: Joy Kane, MPH, Senior Epidemiologist. Joy Kane has over eight years of professional experience working with public health data, including data management and analysis.

Key Surveillance Staff: Michelle Wehmer, MPH, Epidemiologist. Michelle Wehmer over ten years of professional experience working with public health data, including data management and analysis.

Joy Kane and Michelle Wehmer apply rigorous methods when storing, analyzing, and reporting data.

I. Requested data set delivery date (allow 2-4 weeks after data collection minimum): 9/30/2019

APPLICATION AGREEMENT

Receiving Institution hereby agrees that in the event its application is approved by WestEd and/or CDE, it agrees to the following terms as a condition of receiving a Cal-SCHLS data set:

I. Definitions

- A. "Receiving Institution" is the institution of higher education or research organization 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 and whose access to the data is in the legitimate educational interests of all contributing LEA's students.
- 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 CHKS data in the legitimate educational interests of the LEAs' Students.
- D. "Data set" is the digital set of CHKS student responses supplied to the Receiving Institution through this agreement. These data will be rendered anonymous through the removal of sufficient personally identifiable characteristics and school and district identifiers 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 CHKS data from WestEd/CDE that might compromise the anonymity or privacy of individual respondents in that study. This includes personal characteristics or other personal information that might make the respondent's identity traceable.

II. Obligations of WestEd

- A. Provide the data set ("Data") 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 and its Staff and Contractors

- 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.

- F. Failure to follow all rules and procedures described herein may result in loss of access to Cal-SCHLS data by the receiving institution and all Staff who received Data and violated any of the rules or procedures described herein for a period of five years from the date of request.
- G. In the event of any violation of this agreement, WestEd and CDE retain the right to demand the immediate destruction of all Data provided pursuant to this agreement. Receiving Institution shall certify to WestEd in writing that all Data has been destroyed or returned to WestEd or CDE within 5 business days of written notice of termination.
- H. Provide the name(s) and contact information for one or more officers or employees of the Receiving Institution who will serve as the primary contact(s) for notices pursuant to this agreement and who shall serve as a primary security contact. This contact information shall be provided to WestEd before any Data will be released to Receiving Institution.
- I. The Receiving Institution shall immediately upon becoming aware or informed, notify WestEd in writing of (1) any actual or suspected security breach or (2) any complaint by any person or organization regarding the Receiving Institution's privacy practices or a breach or alleged breach of this agreement relating to such privacy practices.

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

V. Application Assurance

Receiving Institution further agrees to:

- 1. Provide to WestEd a non-refundable fee in the amount of \$500 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. In signing this application, the receiving institution certifies that none of the organizations or individuals identified on the Pledge of Confidentiality has violated an individual's Family Educational Rights and Privacy Act privacy rights in the past five years.

[Confidentiality Pledge Form (2 pages) and Agreement Signature Page (1 page) Follows]

Pledge of Confidentiality

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

Through my involvement with and work on 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 data set, 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 identify of a student, or links a personally 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, publication, or publicly available data display in any form that displays disaggregated or cross-tabulated data in a way that might reveal a personally identifiable student, or associate a survey response with an identifiable individual.
- 7) I agree not to produce a report, publication, or publicly available data display in any form that presents results for individually identifiable LEAs and/or schools.
- 8) I agree that violation of this agreement by myself or any other signer will result in the loss of access to this and any other Cal-SCHLS data set for a period of no less than five years.
- 9) 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 other than those signing this agreement.

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 anyone outside of project personnel.

Each person using data collected by CDE/WestEd is reminded that disclosing confidential information directly or allowing non-authorized 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:

Joy Kane – County of Santa Barbara

_____	_____	_____
Name and Agency	Signature	Date

Michelle Wehmer – County of Santa Barbara

_____	_____	_____
Name and Agency	Signature	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

Name, typed or printed

Title, typed or printed

CDE approval granted

WestEd approval granted