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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Meeting Date** June 25, 2025

**Subject** Cost Services Agreement – WestEd – Community Schools and Student Services Department

**Ask of the Board** ☒ Approve Services Agreement  
☐ Ratify Services Agreement

**Description of Services & Background** Wested will load California Healthy Kids Surveys, including student, staff, and family surveys, to their survey platform, provide school- specific links for each survey, provide access to the platform for school and district California Healthy Kids Survey coordinators to access participation data, and provide raw data files to OUSD Research, Assessment, and Data department in order to update OUSD’s data dashboards. Wested will also enter data from up to 5,000 paper surveys returned by OUSD parents and caregivers and provide OUSD with the raw data. Wested will also manually enter paper surveys completed by families and provide this data to OUSD.

**Term** Start Date: 02/01/25  
End Date: 06/30/25

**Not-To-Exceed Amount** \$11,289.20

**Funding Source(s)** Kaiser Health and Wellness – Resource 9225- \$11,289.20

**Competitively Bid** ☐ Yes ☒ No  
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires

Legal approval and may require a resolution):

**District In-Kind  
Contributions**

N/A

**Specific  
Outcomes**

WestEd supports the administration of the California Healthy Kids Survey statewide. School Districts administer the surveys using the system operated by WestEd so that the statewide data are maintained in a common system.

**SPSA Alignment  
(required if using  
State or Federal  
Funds)**

- ☐ Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: \_\_\_\_\_
- ☐ Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
- Meeting announcement for meeting in which the SPSA modification was approved.
  - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  - Sign-in sheet for meeting in which the SPSA modification was approved.

**Attachment(s)**

- Services Agreement

**Waiver  
Attachments (if  
applicable)**

- ☐ Written confirmation of Commercial General Liability Insurance waiver
- ☐ Written confirmation of Workers' Compensation Insurance waiver.
- ☐ Written confirmation of Tuberculosis Screening waiver.
- ☐ Written confirmation of Fingerprinting/Criminal Background Investigation waiver.



## COST SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in Exhibit A, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. Services. VENDOR shall provide the services (“SERVICES”) as described in Exhibit A.
2. Term. The term (“TERM”) of this AGREEMENT is established in Exhibit A.
3. Compensation.
  - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in Exhibit A for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in Exhibit A.
  - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
  - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
5. Termination. Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form. Notwithstanding, VENDOR may retain de-identified data and its reports and work product relating to the Study as permitted by law.

For Convenience by either Party. Either Party may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to the other Party. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon early termination by VENDOR, VENDOR will provide the stipends in Exhibit A for research participation that has been completed at the time of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

  - a. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
  - b. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon

receipt of the termination notice from the OUSD Superintendent.

- c. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 40 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
6. Data and Information Requests.
    - a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
    - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
  7. Confidentiality and Data Privacy.
    - a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. Should VENDOR receive any information from OUSD, VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is marked or identified as "confidential" or "privileged."
    - b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement ("CSDPA") or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 23 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
    - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend for a period of three (3) years following the expiration or earlier termination of this AGREEMENT, subject to the requirements of the DSA.
  8. Copyright/Trademark/Patent/Ownership. VENDOR understands and agrees that all matters produced under this AGREEMENT, including any of VENDOR'S intellectual property that existed prior to execution of this AGREEMENT, and all copyrights in those works are the property of VENDOR. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any

other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR grants OUSD a worldwide, royalty-free, perpetual license to use, display, copy, and reproduce VENDOR's newly created work product for non-commercial purposes. In its sole discretion, VENDOR may elect to openly license the work product created through its research.

9. Alignment and Evaluation.

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

10. Inspection and Approval. VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES.

11. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

12. Legal Notices. Based on contact information set forth in Exhibit A, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
  - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
  - (ii) VENDOR's work is outside the usual course of OUSD's business; and
  - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR understands and agrees that it and any

and all VENDOR INDIVIDUALS shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR INDIVIDUALS. VENDOR verifies all of the following:

- (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
- (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;
- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications, Training, and Removal.

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.  
VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES



identified in this AGREEMENT in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

- b. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.
15. Certificates/Permits/Licenses/Registration. VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.
16. Insurance.
- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
  - b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.
17. Testing and Screening.
- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a



tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review subsequent arrest records. VENDOR shall confirm in writing upon OUSD's request that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in Exhibit A.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Health and Safety Orders and Requirements; Site Closures.

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in Exhibit A, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in Exhibit A, to the extent that there may be a

site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.

- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

20. Conflict of Interest.

- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
- b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
- c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.

21. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. VENDOR certifies, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).

22. Limitation of Liability. OUSD shall have no financial obligations under this Agreement other than as provided in this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT FOR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

23. Indemnification.

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives,

officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of the negligent acts, omissions, or misconduct of VENDOR in connection with VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of the negligent acts, omissions, or misconduct of OUSD in connection with OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs, and VENDOR shall have the right to accept or reject any legal representation that OUSD proposes to defend VENDOR and VENDOR INDIVIDUALS.
24. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
25. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

26. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
27. Waiver. No delay or omission by either PARTY in exercising any right under this AGREEMENT shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this AGREEMENT.
28. Assignment. The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
29. No Rights in Third Parties. This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
30. Litigation. This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
31. Incorporation of Recitals and Exhibits. Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
32. Integration/Entire Agreement of Parties. This AGREEMENT and the related MOU and DSA constitute the entire agreement between the PARTIES and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This AGREEMENT may be amended or modified only by a written instrument executed by both PARTIES.
33. Severability. If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
35. Captions and Interpretations. Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

36. Calculation of Time. For the purposes of this AGREEMENT, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. Counterparts and Electronic Signature. This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. W-9 Form. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. Agreement Publicly Posted. This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. Signature Authority.
- a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
41. Contract Contingent on Governing Board Approval. The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD’s Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

**VENDOR**  
Name: Lauren Wrotniak Signature:  box SIGN 4KKW7564-4L7V7KWO

Position: Senior Director of Contracts & Grants Date: May 30, 2025

*One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.*

**OUSD**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

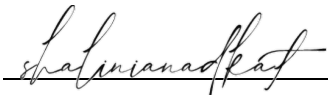
☐ Board President (for approvals)

☐ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: \_\_\_\_\_

Position: Superintendent Date: \_\_\_\_\_

*Approved as to form by OUSD Legal Department*

Name: Shalini Anadkat Signature:  Date: 5/29/2025

## SERVICES AGREEMENT

### EXHIBIT A

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

#### VENDOR:

1. **Services.** Describe the SERVICES VENDOR will provide: Wested will load California Healthy Kids Surveys, including student, staff, and family surveys, to their survey platform, provide school-specific links for each survey, provide access to the platform for school and district California Healthy Kids Survey coordinators to access participation data, and provide raw data files to OUSD Research, Assessment, and Data department in order to update OUSD's data dashboards. Wested will also enter data from up to 5,000 paper surveys returned by OUSD parents and caregivers and provide OUSD with the raw data. Specific OUSD and Wested responsibilities are described in Exhibit B.

#### 2. Term.

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

**Start Date:** 2/1/2025

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

**End date:** 6/30/2025

#### 3. Compensation.

- a. The basis for payment to VENDOR shall be:

☐ Hourly Rate: per hour

☐ Daily Rate: per day

☐ Weekly Rate: per week

☐ Monthly Rate: per month

☐ Per Student Served Rate: per student served

☒ Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s): As set in Exhibit C.

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

**Not-To-Exceed Amount:** \$11,289.20



**13. Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

With a copy via email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: Contracts Management Department

Address: 730 Harrison Street

City, ST Zip: San Francisco, CA 94107

Phone: 415-615-3136

Email: [contracts@wested.org](mailto:contracts@wested.org)

- 17. Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

☐ *Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

☐ *Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

- 18. Testing and Screening.** OUSD has waived the following testing and screening requirements as Vendor has ensured that it will not have in person contact with students.

☒ *Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

☒ *Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in person or virtual).

- 20. Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

☐ Yes, the SERVICES would be able to continue as described herein.

☐ No, the SERVICES would not be able to continue.

☐ Yes, but the SERVICES would be different than described herein, they would be as follows:

## **EXHIBIT B**

### **Wested Responsibilities:**

#### **WESTED AGREES TO PROVIDE:**

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system.
- Access to the CSSS online system.
- Access to the CSPA online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website ([calschls.org](http://calschls.org)).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.

### **OUSD Responsibilities:**

#### **DISTRICT AGREES TO:**

- Coordination. Provide one district-level contact person for each participating district.
- Surveys. Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPA) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- Data Submission and Report Preparation. Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

#### **CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION**

- 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 7 and above.
  - 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.
- Assurance of Confidentiality Agreement. Ensure that all teachers/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.

#### **CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION**

- **Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.**

#### **CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION**

- **Coordinate with CalSCHLS 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 survey per school regardless of number of children enrolled in that school.**

## EXHIBIT C



CalSCHLS

### California Survey Administration Fees 2024–2025

All Fees include CDE Subsidies

Questions? Email us at [calschls@wested.org](mailto:calschls@wested.org)

#### Data Dashboard

##### Password-Protected Data Dashboard – \$75 per eligible school

Districts may purchase a two-year subscription to a password-protected, private data dashboard that displays up to 10 years of CalSCHLS data at the district level and individual school level at the subsidized rate of \$75 per eligible school.

Survey-Related Fees	Survey-Related Fees		
	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee – per survey type	\$150	\$150*	\$150
Enrollment Fee – per student enrolled	\$0.40		
Paper Processing Fee – per parent survey paper copy returned for manual processing			\$0.40
Supplementary Modules – per supplemental module	\$100	\$100	\$100
School Reports – per school, includes school special reports (Elementary and secondary student reports are charged separately.)	\$75	\$75	\$75
District Raw Data – per data set	\$75	\$75	\$75
Countywide Raw Data – per data set	\$500	\$500	\$500
Countywide Report – per report	\$500	\$500	

\* If you are a district surveying less than 100 students, the CSSS Survey Set-up Fee will be waived.

#### Custom Services

**Custom Modules** – \$200 development fee for every three questions or fraction thereof; \$100 for subsequent use of the same module (with no changes)

**Custom Workshops** – \$125 per hour (for staffing-related costs), plus travel expenses

**Other Custom Requests** – \$100 per hour

## **Exhibit C**

Under the 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).

### **Disaggregated Reports and Confidentiality**

Per Wested's agreement with CDE (Attached as Exhibit D),

Districts may request additional reports disaggregating their results by subgroup, question, or other variable as a Custom Work, at a fee rate determined in agreement with the COE and specified in the publicly-posted CalSCHLS Fee Schedule (<https://calschls.org/>).

In creating disaggregated reports for any subgroup, the following procedures will be used to preserve confidentiality. For the CHKS, any group that has 10 or more respondents receives all the data reported. If there are less than 10 respondents, results will be suppressed.

For the CSSS, if there are less than five respondents in any group, results are not reported. For five or more, everything is shown. Thus, for special reports, the Contractor will not produce one if the smaller group has less than five respondents.

Also per Exhibit D:

Access to the CalSCHLS datasets must meet the applicable anonymity requirements of state and federal laws such as the Family Educational Rights and Privacy Act.

Neither Wested or OUSD shall produce reports from any analysis of the dataset that display disaggregated or cross-tabulated data that would reveal a personally identifiable student or associate a survey response to an individually identifiable student;

Additionally:

OUSD student data shall not be shared with any third party unless data is de-identified and unable to be associated to an individually identifiable student.

## Exhibit D

SCO ID: 6100-CN240096

ORIGINAL

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CN240096

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTOR NAME

WestEd

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$875,260.00

Eight hundred seventy-five thousand two hundred sixty dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	30
Exhibit B	Budget Detail and Payment Provisions	11
Exhibit C *	General Terms and Conditions - GTC 04/2017	0
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Additional Provisions	2

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

WestEd

CONTRACTOR BUSINESS ADDRESS

730 Harrison Street

CITY

San Francisco

STATE

CA

ZIP

94107

PRINTED NAME OF PERSON SIGNING

Lauren Wrotniak

TITLE

Senior Director, Contracts and Grants

CONTRACTOR AUTHORIZED SIGNATURE

Lauren Wrotniak

DATE SIGNED

Digitally signed by Lauren Wrotniak  
Date: 2024.05.31 16:50:04 -07'00'

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CN240096

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Education

CONTRACTING AGENCY ADDRESS

1430 N Street, Suite 2213

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Leisa Maestretti

TITLE

Director, Fiscal &amp; Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Leisa Maestretti**

Digitally signed by Leisa Maestretti

Date: 2024.06.05 10:35:10 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

**APPROVED**

JUN 21 2024

SM:ps

OFFICE OF LEGAL SERVICES  
DEPT. OF GENERAL SERVICES

EXEMPTION (If Applicable)



EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

WestEd will continue to support the statewide infrastructure of the California School Climate, Health, and Learning Surveys (CalSCHLS) which provides local educational agencies with valid and reliable school climate data, as described herein.

II. CONTRACT MONITORS:

The CDE assigns **Hilva Chan**, [HChan@cde.ca.gov](mailto:HChan@cde.ca.gov), (916) 319-0194, as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor assigns **Thomas Hanson**, [thandson@wested.org](mailto:thandson@wested.org), (562) 799-5170, as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. PROGRESS REPORTS:

The Contractor must submit a written progress report with each invoice. The progress report shall include: Task number and title; description of Task; deliverable (if applicable); date completed; Task amount; and the results and progress of the project/work.

**WestEd**  
**California School Climate, Health, and Learning Surveys**  
**July 1, 2024 through June 30, 2025**

**Introduction and Goals**

The California Department of Education (CDE), School Health and Safety Office (SHSO), is entering into a contract agreement with WestEd to continue to administer and provide technical assistance (TA) on the California School Climate, Health, and Learning Surveys (CalSCHLS). This Scope of Work (SOW) covers a period of one year from July 1, 2024 through June 30, 2025.

**Background**

CalSCHLS is a CDE-sponsored and subsidized local data collection system that LEAs may choose to administer that consists of three interrelated, comparable surveys: the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS). Participation in all three surveys is voluntary, except for districts that receive TUPE funding and must administer the CHKS at least every other year. The surveys are also used by districts to collect information to monitor progress in meeting their Local Control and Accountability Plan (LCAP) priority requirements, particularly with regard to school climate, pupil engagement, and parental involvement. More broadly, the surveys provide local and statewide data to: (1) guide state and local efforts to improve school and academic achievement, particularly in creating safe, supportive, and engaging school environments; (2) reduce and prevent student substance use and other risk behaviors (e.g., violence and bullying); and (3) foster resilience, mental health, and overall well-being.

The CHKS will be made available for both paper and online administration; the CSSS, only online. Electronic administration will use a single uniform resource locator (URL) for each school. TA and survey support work will be conducted through three regional service centers: the North Central Region, the North Coast/Bay Area Region, and the Southern Region.

For LEAs that conduct the CHKS student survey, the only additional charge for concurrent administration of the CSSS and CSPS is the \$150 setup fee for each survey. The CSSS will be made available for administration in each CHKS school only as an electronic survey. It is intended to be administered to all staff, including teachers and all personnel working in the areas of prevention, student health, safety, and special education, in all grades. The first part of the CSSS will consist of questions for all staff and ask respondents to indicate their position in the school, grade level, gender, and race/ethnicity. The second section will consist of learning supports questions that only school health, prevention, and counseling staff will be asked to answer. The Special Education Supports Module will be available as a supplementary module that districts can elect to include.

The CSPS will be made available for both online and paper administration. Parent survey results will not be publicly disseminated by WestEd unless requested by an LEA.

Survey Administration Requirements: Although participation in the surveys is voluntary (except for TUPE grantees), there are conditions that must be met. Any district that wants to administer these state-subsidized surveys must meet certain minimum requirements designed to ensure uniform data across the state. The CHKS must be administered to a district-representative sample (response rates of 70% or more) of students in at least grades seven and nine, although WestEd will continue to urge schools to administer the survey as well in grades five, eleven, and in continuation schools. Schools must minimally administer the CHKS Core Modules (elementary and secondary). They may elect to add additional supplementary modules and individual questions at the costs specified in the CalSCHLS Fee Schedule (<https://CalSCHLS.org>) approved annually by the CDE.

Basic Services and Custom Work: This SOW covers Basic Services and Custom Work (each defined below). Basic Services consist of the services covered by the basic fees as set forth on the CDE-approved CalSCHLS Fee Schedule (i.e., the Per-Student and Per-Survey Fees) included on <https://calschls.org/survey-administration/>. CDE will approve the Fee Schedule annually prior to the start of each school year.

WestEd will provide the Basic Services to participating LEAs described in this SOW for the Per-Student Fee, plus a Per-Survey Fee of \$150, as set forth on the CDE-approved CalSCHLS Fee Schedule (<https://CalSCHLS.org>). WestEd will collect the Per-Student Fee and Per-Survey Fee from each LEA for administering the CHKS on paper or online to cover the cost of the survey data. The CSSS and CSPS will be provided at no-cost to the LEAs for online administration, except for the basic \$150 survey set-up charge for preparing the online survey, if administered along with the CHKS.

WestEd is authorized to charge the LEAs for the cost of conducting Custom Work that the LEAs request (hereinafter Custom Work Fees).

Except as the CDE Contract Monitor may otherwise agree, Custom Work consists of any services that arise out of, are dependent on, or are related directly to the Basic Services, or to previously performed Custom Work. Custom Work includes survey modifications and enhancements, TA, training, assistance with survey administration, data processing, analysis of results, recommendations on use of results, report generation, development of new publications, and other services that arise out of, are dependent on, or are related directly to Basic Services. Custom Work may be provided by WestEd to the CDE, the LEAs, and other customers (such as private schools and other nonprofits), on terms and conditions set forth on the CDE-approved CalSCHLS Fee Schedule (<https://CalSCHLS.org>) or otherwise determined by WestEd; subject to the provisions herein. Custom Work also shall include any of the Custom Work defined above provided for non-California-based schools that have received these services or executed a contract for these services prior to the term of this Agreement.

The CDE acknowledges that it is possible some new work for WestEd customers, particularly those customers outside of California, could technically meet the definition of Custom Work above, yet be inappropriate for treatment as Custom Work under the terms and conditions of this Agreement. Accordingly, upon WestEd's request, the parties will meet and discuss in good faith whether or not certain new work should be defined as Custom Work within this

Agreement. All revenue from Custom Work must be maintained in a dedicated account and reported to the CDE.

### **Task 1: California School Climate, Health, and Learning Surveys Administration and Technical Assistance**

The following describes the specific tasks to be accomplished by WestEd between July 1, 2024, and June 30, 2025, in continuing to provide TA to the CDE and LEAs in conducting the three surveys that comprise the CalSCHLS.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.

#### **1a. Technical Assistance and Support Materials for Local Educational Agencies**

WestEd will work to recruit the LEAs to participate in the survey and will provide all participating LEAs with ongoing comprehensive TA in planning and conducting their surveys and using the results consistent with the federal principles of effectiveness. Specifically, WestEd will provide the following services:

- Reach out to districts that have previously conducted the CHKS to recruit their continued participation.
- Answer questions from districts by phone and email about planning and conducting the survey and using the resulting reports.
- Revise survey administration materials such as information packets, instrument modules, and administration instructions and provide access to such materials for LEAs.
- Develop the sampling plan and randomly select classrooms and schools as needed.
- Provide classrooms paper survey packets or set up online survey administration.
- Monitor survey progress and provide advice on obtaining high consent rates and provide on-going information to LEAs about survey response rates. If this is an online administration, progress will be monitored electronically.
- Provide data processing and prepare district reports.

- Provide answers to questions from districts about data dissemination and use.

All the above materials will be updated, reviewed, and approved by the CDE Contract Monitor prior to being used.

It will be the District CalSCHLS Coordinator's responsibility to monitor and assure survey completion according to the instructions in the CalSCHLS administration instructions, and, if taken manually, batch and return all completed surveys in a transmittal envelope.

#### **1a1. Administrative Instructions**

WestEd will maintain and update annually, as needed, the integrated CalSCHLS administration instructions describing the tasks that need to be performed in conducting the three surveys (CHKS, CSSS, and CSPA). These instructions provide step-by-step directions to the LEA staff with responsibility for coordinating the survey, regardless of the survey, or whether they are conducting it on paper or online. They will be posted on <https://CalSCHLS.org> by September 30, 2024. The CDE Contract Monitor will review and approve the revised instructions prior to posting.

#### **1a2. Helpline and Technical Assistance Database**

WestEd will continue to maintain a telephone helpline, open Monday through Friday, 8:00 AM to 5:00 PM, and a multipurpose project TA database that allows:

- Tracking the services provided to each client and generating monthly service data to the CDE.
- Developing an information profile about each LEA to guide the development of the sampling plan and survey recommendations.
- Accessing the contact information for all individuals who will receive any reports.
- Tracking issues that emerge in conducting the surveys in each locale.

#### **1a3. Statewide Administration Presentation and Video**

WestEd will offer a state-wide presentation describing the tasks that need to be performed in conducting the three surveys. This presentation will be conducted virtually, and a video of the presentation will be updated annually and, after approval, posted on the <https://CalSCHLS.org> by October 15, 2024. This presentation will provide an overview of the surveys, their content and requirements, and their data collection procedures, and is designed to help new coordinators understand the CalSCHLS administration instructions. The content of the presentation and video will be reviewed and approved by the CDE Contract Monitor before posting.

Additional in-person or virtual introductions and virtual (webinar) presentations will be provided at the request of LEAs and COEs and covered by the fees established annually in agreement with CDE in the official CalSCHLS Fee Schedule (<https://CalSCHLS.org>). The number of custom-, in-person-, and virtual (webinar) presentations made each month will be included in the monthly TA Activity Report (see Task 1c6).

#### **1a4. Presentations**

**County TUPE Coordinators:** WestEd staff will be available to attend the semiannual meetings of the COE TUPE Coordinators and participate in the monthly TUPE Coordinators' conference calls. WestEd staff will answer questions and present survey information and data to the CDE TUPE County Coordinators that are relevant to their responsibilities of monitoring and TA to their LEAs. Topics will include, but not be limited to:

- Progress in survey implementation and reporting.
- Recent or planned changes in survey requirements or procedures.
- Issues relevant to small LEAs in need of coordination or special assistance, and how those needs are being addressed.
- Results of statewide analyses or reports, such as the Biennial California Student Survey.
- Any other relevant information requested by the county coordinators.

#### **1a5. Website Content Updates**

**Survey Website:** WestEd will maintain and continue to update the content of <https://CalSCHLS.org> that provides TA information and access to survey materials and reports to districts, parents, and the general public.

This site provides access to the latest survey instruments, general information, frequently asked questions, reports and presentations, and other materials and links which will increase understanding and productive utilization of the survey.

The CDE Contract Monitor will review and approve content updates to <https://CalSCHLS.org> prior to it going live. WestEd will keep records of ongoing updates to the website and provide information about website changes in monthly reports to the CDE Contract Monitor.

**California Safe and Supportive Schools Website:** WestEd will maintain and continue to update the content of the California Safe and Supportive Schools website (<https://ca-safe-supportive-schools.wested.org/>) so that the information is current, relevant, and meets the needs of users.

**1a6. E-Newsletter (Listserv)**

WestEd will administer and maintain the California Safe and Supportive Schools Newsletter (CSSSN), publishing monthly editions during the school year. A minimum of nine newsletters will be produced during the school year. All produced newsletters will be reviewed and approved by the CDE Contract Monitor prior to being disseminated each year. This newsletter will keep schools informed on the latest research and resources, and strategies related to school climate improvement and student learning supports. WestEd will maintain the mailing list as part of its LEA database and keep the list current. WestEd will provide adequate safeguards from viruses and worms that may attempt to access the mailing list.

In addition, subscribers will be informed of timely information about webinars, presentations, and other learning or funding opportunities that occur between CSSSN issues through CSSSN Alerts. The number of CSSSN Alerts disseminated each month will be incorporated into the monthly TA Activity Report (Task 1c6).

**1b. Survey Administration and Reporting**

The basic subtasks involved in conducting the survey and reporting the results are the following:

- Update survey content as needed.
- Provide every school district in the state that desires to administer a CalSCHLS survey with TA in planning and administering the online or paper-and-pencil survey.
- Process all the completed answer forms and integrate printed and online survey administration.
- Provide each district with digital reports summarizing their CHKS and CSSS results in tables, post the main reports on <https://CalSCHLS.org> and DataQuest, and prepare and post aggregated county and statewide reports. Sample district reports and the aggregated statewide report will be submitted to the CDE Contract Monitor prior to posting on <https://CalSCHLS.org>.

**1b1. Revise and Refine Instruments**

Ongoing refinement is important for the surveys to fulfill the intended goals of meeting special data collection needs of multiple agencies and avoiding funding of separate data collection efforts. On an annual basis, WestEd will work with the CDE to identify and review potential changes to the surveys as appropriate, through the following means:

- **Call for Proposals:** WestEd will solicit suggestions for changes and additions from the sponsoring agencies, external stakeholders, and users of the data



through direct communication with relevant staff at CDE and the California Department of Health Care Services (DHCS), presentations at stakeholder meetings, and requests for input by TA provides from LEA coordinators.

- **Scanning the Policy Environment:** WestEd shall scan for legislation, research, proposed policy initiatives, changes to national surveys, and proposed funding and compliance requirements that may impact the surveys.
- **Review of Past Survey Results:** WestEd will analyze the results of past surveys for problems with validity, the continued utility of the data, low response rates, and survey item completion rates. Past surveys will also be reviewed for custom questions generated at the LEA level that may be of interest to other LEAs.

By the end of June 2025 WestEd will compile proposed changes in a standard, CDE-approved format, which identifies the item(s) impacted, exact wording of the item or revision, placement in the CHKS instruments, reasons for the change including any statutory requirement, projected benefits, and any resources available for development of the item and/or secondary analysis. All revisions to the survey will be finalized by August 1. Any changes to the surveys' questions will be incorporated in an Item Crosswalk that will be posted on <https://CalSCHLS.org> by November 30. All revisions to the surveys and crosswalks will be reviewed by the CDE Contract Monitor prior to use and posting on <https://CalSCHLS.org>.

#### **1b2. Determine District Survey Specifications and Data Collection Method**

The first task with each LEA each year will be determining the survey specifications: which of the three CalSCHLS surveys they want to administer, which supplementary modules, how they want to administer it, and then their sampling and reporting plan. The CalSCHLS have two separate data collection systems. LEAs will have the option of conducting the student and parent surveys either online, through WestEd's online survey platform, or using the printed version with separate scannable answer forms. The staff survey can only be administered online. All data collection and survey administration materials will provide information for administration using either system. There is a survey setup fee of \$150 for each survey type administered. There is no additional fee for the staff or parent survey if districts administer the CHKS. All fees are annually approved by the CDE and publicly posted in the Fee Schedule on <https://CalSCHLS.org>.

#### **1b3. Memorandum of Understanding and Contact Form**

Before work proceeds, WestEd and each LEA will sign a MOU, downloaded from the <https://CalSCHLS.org>, that specifies the mutual responsibilities that the LEA and WestEd agree to perform, and the conditions under which the survey will be conducted and results reported. This MOU ensures that the LEAs are clear on what modules they want to administer, their student sampling plan, what Custom Work they need, and the associated costs. The signing of this MOU will initiate the survey sign-up process.

Survey contact information will be collected as part of the survey registration. WestEd will request names, email addresses, and phone numbers for all LEA personnel who will be receiving survey reports.

**1b4. Scan Completed Student Response Sheets from Local Educational Agencies**

For paper surveys, the answer forms in each Transmittal Envelope will be scanned into a district-specific scan file, the scan file cleaned for errors, and then the appropriate tracking data updated on the tracking log (when scanned, number of usable scantrons, etc.). The Transmittal Envelope information that is written on the envelope by the proctor will then be entered into a master envelope database. The Transmittal Envelopes with completed tracking log will be stored in file boxes in case of need for verification or trouble-shooting, and the survey database updated with all appropriate tracking information. Time to complete these tasks varies with each district based on the size of the district and number of Transmittal Envelopes. A district with 130 envelopes and 1,400 student answer forms may take up to eight hours to complete from start to finish. Scanning will begin immediately upon receipt of all completed answer forms and transmittal information from the district for paper administration (see Task 1b6).

**1b5. Data Management**

After CHKS scanning is completed, the online and scanned data will be combined into one data file. The CHKS, CSSS, and CSPA data are maintained in master data files corresponding to each survey administration year. The variable names for the survey items match the labeling on the latest survey. The databases will be updated with all appropriate tracking information, including modules administered and response rates.

**1b6. District Report Preparation and Dissemination**

**Reporting System Update:** All changes to the report-generation system to incorporate changes to the CalSCHLS instruments will be made by November 15.

**CHKS Reports:** For the CHKS, district-level main Technical Reports will be created consisting of a set of tables summarizing the results for each time and scale. Each report will be emailed to the District Coordinator and the Superintendent.

The reports will be generated using the following procedures. Individual school text scan files identified by the CDE school number are converted into a data file where additional identifying information (e.g., the complete 14-digit County-District-School (CDS) number, year and semester of administration) is added. Variable names and labels are added. This process creates two data sets, one for elementary (grade five) and one for secondary (grades six through twelve). District and school-level reports are produced separately from the two data sets using Stata to create LaTeX syntax files, which are, in turn, converted to PDF files which are distributed by email and posted on <https://calschls.org/>, as described below (Task 1b8).

The reports will include results for each module administered. Elementary and secondary grades will have their own technical reports, with data disaggregated by grades, and will include tables summarizing results from key indicators at the beginning of each report. Reports will be generated on a rolling basis as survey administration is completed in LEAs.

District PDF reports from online administration will be disseminated within one week after survey completion unless the survey has been customized, in which case it will be disseminated within three weeks. School reports are produced and disseminated within two weeks of survey completion.

**CSSS/CSPS Reports:** CSSS and CSPS reports modeled on the CHKS Technical Report will also be prepared and distributed by email to each participating LEA. The report will consist of tables reporting the percentage at the district level (all schools) of all staff that selected each response option on each question by school type as appropriate for the district (elementary, middle, high school, and alternative). District PDF reports will be produced within one week after survey administration is completed unless the survey has been customized and requires additional programming to generate the report (on average, an additional two weeks). School PDF reports are produced and disseminated within two weeks after survey administration has been completed.

The CSSS/CSPS records are exported as a delimited text file from the server weekly. The exported file is processed with the Stata syntax and added to the existing file. Reports are generated in a manner similar to that used for the CHKS.

**Disaggregated Reports and Confidentiality:** Districts may request additional reports disaggregating their results by subgroup, question, or other variable as a Custom Work, at a fee rate determined in agreement with the CDE and specified in the publicly-posted CalSCHLS Fee Schedule (<https://calschls.org/>).

In creating disaggregated reports for any subgroup, the following procedures will be used to preserve confidentiality. For the CHKS, any group that has 10 or more respondents receives all the data reported. If there are less than 10 respondents, results will be suppressed.

For the CSSS, if there are less than five respondents in any group, results are not reported. For five or more, everything is shown. Thus, for special reports, the Contractor will not produce one if the smaller group has less than five respondents.

**Topical District Reports:** All districts receive graphical *School Climate Report Cards*, *Mental Health Reports*, and *School Boredom Reports*.

**School Technical Reports and Topical Reports:** Districts may request school-level CHKS/CSSS/CSPS reports, *School Climate Report Cards*, *Mental Health Reports*, and *School Boredom Reports* as Custom Work. A CDE-authorized cost-recovery fee, as

specified in the publicly posted Fee Schedule on <https://calschls.org/> applies. Outside (non-LEA) requests for school reports will be directed to the district to request.

**Report Dissemination:** URL links to the survey reports will be emailed in PDF format to the District Coordinator. As soon as possible afterwards, any special custom reports requested by the district will be sent to the appropriate district contact.

#### 1b7. County Reports

**County CHKS Reports:** Public county agencies (e.g., Office of Education, Public Health) may request a countywide CHKS report as Custom Work at the fee determined by the CDE and listed on the CalSCHLS Fee Schedule (<https://calschls.org/>). County Technical Reports generally cover all data from LEAs in the county that administered the survey over a two-year period because it often takes two years for every district in the county to complete the survey due to the two-year administration cycle. For those counties that organize all districts to administer it in one year, a report can be prepared for the year the administration occurs.

#### 1b8. Report Website Posting

By November 30, WestEd will post on <https://CalSCHLS.org> the prior year's CHKS and CSSS Technical Reports for LEAs. Links to these reports will be provided to CDE's DataQuest by December 31. County reports that were completed the previous year will also be posted, but not school reports or *School Climate Report Cards*, *Mental Health Reports*, and *School Boredom Reports*. Public posting lags behind dissemination to the districts to allow them time to review their findings and disseminate them locally through the district. Sample reports will be submitted for review by the CDE Contract Monitor prior to posting on <https://CalSCHLS.org>.

#### 1b9. Special Subject Reports

**TUPE Reports:** As requested, WestEd will provide CDE with CHKS tables on a tobacco-related topic selected by the TUPE Program.

**Afterschool Reports:** WestEd will provide the CDE Expanded Learning Division with a complete CHKS dataset updated with all the data from schools that administered the CHKS in the previous school year in October following the completion of data cleaning. It will also provide, by January 31, 2025, a standard tabular report of CHKS results disaggregated to compare results reported by afterschool participants compared to other students for the last two years.

**School Facilities Data and Report:** WestEd will provide CDE data aggregated at the school level presenting the percentage of students who agree or strongly agree that their school is usually clean and tidy. Such data can be used to distinguish schools by the quality of their physical environments across the state. A data file for all data

collected in 2022–23 and 2023–24 will be provided in November 2024. WestEd will also provide CDE tabular results based on statewide data showing how the quality of the physical environment, overcrowding, and perceptions related to the school lunch schedule differ by school type (middle and high schools), urbanicity, student enrollment, and the demographic composition of schools (racial/ethnic composition and percent of students eligible for Free or Reduced-Price Meals). The results will be provided to CDE in November 2024.

#### **1b10. Provide Dataset Access to Researchers**

Access to the CalSCHLS datasets must meet the applicable anonymity requirements of state and federal laws such as the Family Educational Rights and Privacy Act. WestEd will provide LEAs a copy of their dataset through a MOU between WestEd and the LEA that contains these requirements:

- Access to a dataset is limited to the school personnel and contractors listed on the MOU;
- Contractors listed in the MOU must be working on behalf of the district on research or evaluation projects and must destroy their copies of the dataset once their work has been completed;
- The LEA will not allow contractors accessing a dataset to combine it with other districts' datasets;
- The LEA or its contractors will not analyze the dataset, alone or in combination with other data, with the intent to discover the identity of a respondent or associate or link a personally identifiable student to a survey response;
- The LEA shall not produce reports from any analysis of the dataset that display disaggregated or cross-tabulated data that would reveal a personally identifiable student or associate a survey response to an individually identifiable student; and
- Violation of the MOU provisions will result in loss of access to any CHKS dataset by the LEA and any associated contractors for a period not less than five years.

WestEd will also utilize a MOU to grant access to a dataset by researchers affiliated with entities other than an LEA or its contractors accessing its own dataset. The dataset 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 dataset alone or in combination with other datasets.

In addition to the provisions above, the MOU will contain these provisions:

- The recipient(s) of the dataset shall be associated with an institution of higher education, research organization, COE, or LEA;

- Access to the dataset shall be limited to persons specifically identified in the MOU;
- The use of the dataset will be described and include what products will result from the analysis and how they are related to legitimate educational interests, and the right of the CDE and WestEd to review these products prior to their release;
- Security requirements for maintenance and access to the dataset and a date for destruction of the dataset once the purposes for which access was granted are achieved; and
- Violation of the anonymity of any survey respondent or of the terms of the MOU will result in prohibition of access to all CalSCHLS datasets by all individuals identified in the MOU and their associated organizations for a period of five years.

This MOU shall be approved by WestEd and the CDE Contract Monitor. WestEd may recover its costs for executing the MOU and extracting and formatting the dataset through the Fee Schedule (<https://CalSCHLS.org>).

If anonymization is not possible, or the requestor lacks the qualifications to analyze the dataset, WestEd can perform the analysis and provide anonymous reports and recover the costs of this service according to the CalSCHLS Fee Schedule (<https://CalSCHLS.org>).

The number of dataset inquiries will be reported in the monthly TA Activity Report.

#### **1b11. Tobacco-Use Prevention Education Data Dashboard Updates**

WestEd will maintain and update a data dashboard for TUPE grantees that allows grantees to track TUPE grantee status, CHKS survey administration, and CHKS tobacco-related and other outcomes across time and for various subgroups. The dashboard includes data for all Tier 1 and Tier 2 funded schools. It allows users to display results aggregated at the district- and school-level, by Cohort and demographic subgroups. The dashboard is accessible to CDE and TUPE grantees on <https://CalSCHLS.org> via password login. The CDE Contract Monitor will review and approve any changes to the dashboard prior to modifications going live on <https://CalSCHLS.org>. Data updates will be imported to the dashboard by January 31, 2025.

#### **1b12. CDE Leadership Briefing**

WestEd will provide oral briefs to CDE Leadership on survey results, trends across time and other relevant findings as requested.

**1c. Project Planning and Management**

**1c1. California Department of Education Conference Call**

In person meetings of WestEd staff and CDE SHSO will be held biannually in Sacramento, as needed. In addition, video-conference calls with CDE staff will be held at least monthly. In these meetings/calls, WestEd/CDE will:

- Review work completed, in process, or needed;
- Address emergent issues and problems; and
- Ensure smooth project functioning.

**1c2. Staff Conference Call**

The Technical staff will hold weekly video-conference calls to discuss specific TA needs of participating LEAs and project workflow, with the CDE Contract Monitor and Project Director included as needed to help deal with issues that require the attention of project leadership.

**1c3. Monthly Progress Reports**

WestEd will submit written progress reports by contract SOW task monthly by the 15th of next month. Reports will follow the format given below, or as modified in agreement with the CDE. In addition to the narrative, the following information will be included in each monthly progress report, unless modified in agreement with the CDE:

- Attached TA Activity Report (see Task 1c6)
- Attached CHKS Survey Administration, Data Collection, and Report Generation Report
- Report of Program Revenues, Program Expenditures, and Program Balance for Basic Services and Custom Work as defined below
- SOW Timeline Progress Report

**1c4. Program Revenues, Expenditures, and Balance**

**Calculating and Reporting:** Program Revenues, Program Expenditures, and Program Balance shall be generated in accordance with the manner in which WestEd's financial records are maintained. WestEd's financial records are maintained and audited in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing



Standards, issued by the Comptroller General of the United States; and Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations. WestEd shall report the Program Revenues, Program Expenditures, and Program Balance on a monthly basis as in accordance with the section identified as Project Planning and Management defined above. The CDE SHSO Contract Monitor may object in writing to any expenditure within 60 days of receipt of the monthly progress report.

**Program Revenues:** Program Revenues is defined as gross revenues received by WestEd as payment for Basic Services and Custom Work as authorized by the CDE and specified on the Cost-Recovery Fee Schedule (<https://CalSCHLS.org>). Program Revenues is synonymous with Program Income or Income or any derivation thereof referenced in previous agreements. Program Revenues shall be generated from fees charged according to the Fee Schedule approved annually by the CDE Contract Monitor or, to the extent not specified in the CalSCHLS Fee Schedule (<https://CalSCHLS.org>), negotiated between WestEd and its customers.

**Program Expenditures:** Program Expenditures is defined as gross expenditures incurred by WestEd during the course of performing Basic Services or Custom Work. Program Expenditures include all actual expenditures, including direct costs (both labor and non-labor costs), indirect costs and management fees.

**Program Balance:** Program Balance is defined as the accumulated net balance of Program Revenues less Program Expenditures under this Agreement and the prior CHKS contracts between the Parties.

**Use of Program Balance:** Except for Program Expenditures, use of any Program Balance shall be limited to activities related to this project and approved in advance by the CDE Contract Monitor and reported in the monthly progress report.

#### **1c5. Intellectual Property and Licensing Agreements**

Except as otherwise agreed in writing by the CDE and WestEd, the CDE shall own any and all patents, copyrights, trademarks, data, or other intellectual property rights developed using either CDE funds under CHKS Agreements or any Program Balance (collectively hereinafter CHKS IP), including CalSCHLS surveys, questions, and other collateral materials.

WestEd hereby assigns to the CDE all rights, title, and interest in and to such intellectual property rights, and agrees to execute any documents necessary to perfect such assignment. The number of requests for use of CalSCHLS modules or individual questions received each month will be added to the monthly TA Activity Report.

WestEd (i) is hereby granted a revocable, worldwide, royalty-free license to copy, use and make derivative works of the CalSCHLS IP in connection with any Custom Work it performs for its other customers, and (ii) is authorized, as CDE's agent, to negotiate and execute annual licenses and cross licenses of the CalSCHLS IP to WestEd customers

of such Custom Work; provided, however, that (a) each WestEd customer must first pay the applicable fee set forth on the CalSCHLS Fee Schedule (or such other fee agreed to by CDE); (b) all work done in connection with such CalSCHLS IP shall be considered Basic Services or Custom Work, the fees for which shall count towards Program Revenue; (c) WestEd complies with its other obligations under this intellectual property paragraph; (d) any materials containing CalSCHLS IP contains attribution to CDE in a manner that is acceptable to CDE; and (e) the terms and conditions of such annual licenses and cross-licenses must be limited to the grant of rights and limitations thereon and should not include any warranty, indemnity, or other obligations that accrue to the CDE, unless agreed to in writing by CDE's Contracts and Purchasing Officer.

WestEd shall maintain ownership of any patents, copyrights, trademarks, data, or other intellectual property rights which were developed independent of CDE funds under CHKS Agreements and independent of any Program Balance, whether developed and owned by WestEd prior to, at the time of, or subsequent to the date of this Agreement.

WestEd will work with researchers, agencies, and other parties to execute licensing agreements providing time-limited, non-transferable, revocable, and non-sublicensable permission to use CalSCHLS survey items for research or other purposes. Each licensing agreement shall be approved by WestEd and the CDE Contract Monitor. WestEd may recover its costs for executing the agreement.

In addition, WestEd will provide or endeavor to obtain from its customers who request Custom Work, a non-exclusive, non-terminable, perpetual, royalty-free license for CDE to use for any CalSCHLS intellectual property that is developed by WestEd in connection with Custom Work. If the third-party refuses to provide CDE with such a license, WestEd shall ensure that any agreement with the third party allows for WestEd's independent development of the same or similar subject matter for other customers, including CDE.

Notwithstanding any of the above, CDE acknowledges that its license rights set forth immediately above are non-exclusive and that WestEd has obtained intellectual property ownership rights for some Custom Work and that WestEd may, in the future, endeavor to obtain for itself intellectual property ownership or license rights in connection with Custom Work, in addition to obtaining for CDE a non-exclusive, non-terminable, perpetual, royalty-free license.

#### **1c6. Technical Assistance Activity Report**

As part of the monthly progress report (Task 1c3), WestEd will include a detailed report on the number of specific TA activities that have occurred each month and the year-to-date using the format below. WestEd will also keep a record of website changes (Task 1a5).

**1d. Maintaining Prior Year Tobacco-Use Prevention Education Annual Reports and Data**

- 1d1. The existing TUPE Competitive Grant Annual Report website will be maintained with all the content contained as of July 1, 2024.
- 1d2. The Contractor will maintain off-line the databases containing past Title IV Annual Reports from the most recent 11 years and will conduct database searches for specific information as requested by the CDE.

Technical Assistance Activity Report—Month 2024–25

	Month	7/1/24 to date
<b>1. Technical Assistance</b>		
<b>a1. Calschls.org page views</b>		
1. calschls.org		
2. news		
3. about		
a. special-features-and-benefits		
b. special-projects		
c. the-surveys		
4. survey-administration		
a. administration		
b. coordination		
c. creating-a-custom-module		
d. downloads		
e. guidebook & instructions		
f. learning-from-home-survey		
g. parental-consent		
h. pre-registration		
i. preparation		
j. registration		
5. reports-data		
a. data-dashboards & public-dashboards		
b. legacy (report repository)		
c. query-calschls		
d. search-lea-reports		
6. resources		
a. factsheets		
b. faqs		
c. tupe-resource		
7. my-surveys		
a. elementary		
b. elementary demo		
c. elementary-learning-from-home		
d. parent-learning-from-home		
e. registration-portal		
f. response-counts-2024–25		
g. secondary		
h. secondary-demo		
i. secondary-learning-from-home		
j. staff		
8. contact		

	Month	7/1/24 to date
<b>a2. Top 10 calschls.org subpage views</b>		
1. search-lea-reports		
2. data-dashboards & public-dashboards		
3. downloads		
4. my-surveys		
5. the-surveys		
6. reports- data		
7. calschls.org		
8. registration-portal		
9. survey- administration		
10. query-calschls		
<b>a3. <u>ca-safe-supportive-schools.wested.org/</u> website views</b>		
<b>a4. CSSS Newsletters</b>		
1. Number of subscriptions		
2. Number opened/viewed		
<b>b. Substantive technical assistance contacts</b> (telephone line, fax, email)		
1. North Central Region		
2. Southern/North Coast/Bay Area Region		
<b>c. Training</b>		
1. Number of in-person COE presentations		
a. Number of events		
b. Number of districts attending		
c. Number of individuals participating		
2. Number of in-person District presentations		
a. Number of events		
b. Number of individuals participating		
3. Number of conference presentations		
4. Number of webinar or other virtual presentations (see Presentations log below)		
<b>d. External requests</b>		
1. Number of dataset requests		
2. Number of licensing requests		
<b>e. Number of CSSSN alerts</b>		

Website Changes—Month 2024–25

URL	Description of change	Date

Licensing and Dataset Requests—Month 2024–25

Agreement Type	Applicant	Request Date	Approval Date

Presentations—Month 2024–25

	Date	COE/District/School and Workshop Type (Data Use, Admin, etc.)	# of Districts	# of Participants	CDE or Custom

CalSCHLS Survey Administration, Data Collection, and Report Generation Report–2024–25

**Initial District Contacts**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**District Registration**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Survey URLs Sent**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Surveys Completed (Districts)**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Number of districts with student survey district reports**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Number of student survey school reports produced**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0



CalSCHLS Survey Administration, Data Collection, and Report Generation Report—2024–25  
(Continued)

**Number of districts with staff survey district reports**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Number of staff survey school reports produced**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Number of districts with parent survey district reports**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Number of parent survey school reports produced**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Number of districts with data dashboard subscriptions**

Region	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Total
Region 1														0
Region 2														0
Region 3														0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**California School Climate, Health, and Learning Surveys 2024–25**

Task Activity/Milestone/Deliverable	Anticipated Completion Date*	Completion Date
<b>Task 1</b>		
<b>California School Climate, Health, and Learning Surveys (CalSCHLS) survey administration and Technical Assistance (TA).</b>		
<b>1a. TA and Support Materials</b>		
1a1. Revise administrative instructions and post to websites*	September 30	
1a2. Maintain regional center helpline and TA database*	Ongoing	
1a3. Statewide administration presentation and post video	October 15	
1a4. Present to County Office of Education (COE) Tobacco-Use Prevention Education (TUPE) Coordinators at meetings	Annually	
Participate in monthly conference calls	Monthly	
1a5. CalSCHLS and CSSS website content updates	Ongoing	
1a6. Develop and distribute nine California Safe and Supportive Schools School Newsletters	Ongoing	
<b>1b. Survey Administration and Reporting</b>		
1b1. Revise and refine survey instruments	August 1	
Revise and post item crosswalk	November 30	
1b2. Determine district survey specifications and data collection method	Ongoing	
1b3. Complete local educational agencies (LEAs)—WestEd Memorandum of Understandings (MOUs) and Contact Forms*	Ongoing	
1b4. Scan response sheets*	Ongoing following receipt of transmittals	
1b5. Data management	Ongoing	
<b>1b6. District report preparation and dissemination</b>		
1b6-a. Modification of reporting system	November 15	
1b6-b. California Healthy Kids Survey (CHKS) report production	Ongoing	
1b6-c. California School Staff Survey (CSSS) report production	Ongoing	

Task Activity/Milestone/Deliverable	Anticipated Completion Date*	Completion Date
1b7. County Report Completion (per request)	Ongoing per requests	
1b8. CHKS and CSSS Report website posting	November 30	
Post prior-year CHKS report to website	December 31	
Link to DataQuest		
1b9. Special Subject Reports		
TUPE report	June 30	
Afterschool dataset	October 31	
Afterschool report	January 31	
School Facilities data and report	November 30	
1b10. Provide dataset access to researchers	Ongoing per requests	
1b11. TUPE Data Dashboard Update	January 31	
1b12. CDE Leadership Briefing	Per request	
1c. Project Planning and Management		
1c1. CDE video-conference call*	Monthly	
In-Person CDE Meeting	Biannually	
1c2. Staff video-conference call*	Weekly	
1c3. Progress Reports*	Monthly (15 <sup>th</sup> )	
1c4. Report Program Revenues, Expenditures, and Balance*	Monthly	
1c5. Intellectual Property and Licensing Agreements	Ongoing	
1c6. Technical Assistance Activity Report	Monthly	
1d. Maintaining Prior Year Tobacco-Use Prevention Education Annual Report and Data		
1d1. The Contractor will maintain the existing TUPE Competitive Grant Annual Report website	Ongoing	
1d2. The Contractor will maintain off-line the databases containing 2006–17 Title IV reports and conduct database searches for the CDE upon request.	Ongoing	

## SUMMARY OF RELATED EXPERIENCE

Thomas L. Hanson serves as Senior Managing Director at WestEd, where he oversees the Justice and Prevention and Resilient and Healthy Schools and Communities areas. He also directs the California School Climate, Health and Learning Survey (CalSCHLS) system – which consists of a suite of psychometrically sound student, staff, and parent surveys administered by over 74 percent of California school districts. CalSCHLS was developed in collaboration with the California Department of Education to assess all major domains of school climate and safety, learning engagement, youth strengths and needs, and developmental risk and protective factors at the local level. Dr. Hanson conducts rigorous research on the effectiveness of programs, products, and practices intended to improve student outcomes. He has recently served as the Principal Investigator of two large-scale randomized control trials funded by the National Institute of Justice – the Capturing Kids' Hearts and No Bully System impact evaluations. Capturing Kids' Hearts trial investigates the impacts of a school climate program designed to enhance the relationships between and among school staff and students. The No Bully System study examines the impacts of a bullying intervention program on the resolution of bullying incidents, bullying perpetration, and victimization. Dr. Hanson has extensive experience in the analysis of data collected from social surveys and other sources, including the latest advanced statistical techniques.

## EDUCATION

- 1993 PhD, Sociology, University of Wisconsin, Madison, WI
- 1988 MS, Sociology, University of Wisconsin, Madison, WI
- 1985 BA, Sociology, Old Dominion University, Norfolk, VA

## PROFESSIONAL EXPERIENCE

- 2000– Senior Managing Director, WestEd
- Present Los Alamitos, CA

Responsibilities include overseeing work in Justice, Prevention, and School Climate and Mental Health; directing the *California School Climate, Health, and Learning Survey System* program; and Principal Investigator for the *No Bully* and *Capturing Kids' Hearts* randomized controlled trials. Dr. Hanson also serves as lead methodologist for several randomized trials being conducted by WestEd with support from ED-IES.

- 1997– *Research Scientist*, Department of Psychology  
 2000 University of California, Riverside, CA
- Statistician for an NIH-funded longitudinal community study of health socialization practices among Latino and non-Latino families in Riverside, CA.
- 1996– *Assistant Professor*, Department of Child and Family Studies  
 1997 Syracuse University, Syracuse, NY
- Taught graduate-level research methods and family theory courses, advised/trained undergraduate and graduate students, served on committees, and generated and disseminated research.
- 1993– *Research Associate*, Office of Population Research  
 1996 Princeton University, Princeton, NJ

## SELECTED PUBLICATIONS AND PRESENTATIONS

- Austin, G., Hanson, T., Bala, N., & Zheng, H. (2022). *Student engagement and well-being in California, 2019/21: Results of the Eighteenth Biennial State California Healthy Kids Survey, Grades 7, 9, 11*. San Francisco, CA: WestEd
- Hanson, T., and Puckett, L. (2021). *Did COVID-related school building closures reduce student tobacco use, marijuana use, and vaping?* CHKS Factsheet #21. San Francisco, CA: WestEd
- Hanson, T., Zhang, G., Petrosino, A., Dietsch, B., Guckenberger, S., Cerna, R., Zheng, C., & Polik, J. (2021). Randomized impact evaluation of Capturing Kids' Hearts. Report to the U.S. National Institute of Justice. Los Alamitos, CA: WestEd.
- Austin, G., Hanson, T., Zhang, G., & Zheng, C. (2021). Marijuana use among California secondary students, 2017/19. volume 1: trends and patterns of marijuana use. WestEd. [calschls.org/docs/marijuana\\_use\\_vol\\_1.pdf](https://calschls.org/docs/marijuana_use_vol_1.pdf)
- Austin, G., Hanson, T., Zhang, G., & Zheng, C. (2021). Marijuana use among California secondary students, 2017/19. volume 2, characteristics of current marijuana users in California among 11th graders. WestEd. [calschls.org/docs/marijuana\\_use\\_vol\\_2.pdf](https://calschls.org/docs/marijuana_use_vol_2.pdf)
- Austin, G., Hanson, T., Zhang, G., & Zheng, C. (2020). School climate and student engagement and well-being in California, 2017/19. Results of the Seventeenth Biennial State California Healthy Kids Survey, Grades 7, 9, and 11. WestEd. [data.calschls.org/resources/Biennial\\_State\\_1719.pdf](https://data.calschls.org/resources/Biennial_State_1719.pdf)
- Mahecha, J., & Hanson, T. (2020). Measurement structure of the California school climate, health, and learning surveys: student, staff, and parent surveys. San Francisco, CA: WestEd. [calschls.org/docs/measurementstructurecalschls\\_final.pdf](https://calschls.org/docs/measurementstructurecalschls_final.pdf)
- Austin, G., Hanson, T., Stern, A., Zhang, G., & Cerna, R. (2020). How are suspensions related to school climate in California middle schools? San Francisco, CA: WestEd. [www.wested.org/resources/how-are-suspensionsrelated-to-school-climate](https://www.wested.org/resources/how-are-suspensionsrelated-to-school-climate)

- Hanson, T., Zhang, G., Austin, G., Cerna, R. & Stern, A. (2019). LGBTQ students in California: Disparities in school supports and outcomes by gender identity and sexual orientation. San Francisco, CA: WestEd. [www.wested.org/resources/lgbtq-students-in-california](http://www.wested.org/resources/lgbtq-students-in-california)
- Zhang, G., Hanson, T., & Zheng, C. (2019). *Impact of school climate improvement practices on student safety and related outcomes*. Presentation at the 75<sup>th</sup> Annual Meeting of the American Society of Criminology, San Francisco: November 2019.
- Spencer, B., Boal, A., & Hanson, T. (2019). *Incorporating qualitative data collection and analysis techniques in the context of a randomized control trial: An example from the evaluation of Capturing Kids' Hearts*. Presentation at the 33rd Annual Meeting of the American Evaluation Association, Minneapolis: November 2019.
- Hanson, T., Izu, J., Fronius, T., & Petrosino, A. (2019). *Impact evaluation of the No Bully System*. Report to the U.S. National Institute of Justice. Los Alamitos, CA: WestEd.
- Hanson, T., Nakamoto, J., Petrosino, A., & Zheng, C. (2018). Capturing Kids' Hearts Program: Impacts on student safety and related school outcomes. Presentation at the 74<sup>th</sup> Annual Meeting of the American Society of Criminology, Atlanta: November, 2018.
- Petrosino, A., Fronius, T., Turner, H., Campie, P., Hanson, T.L., and Goold, C.C. (2017). The impact of the Safe and Successful Youth Initiative on city-level youth crime victimization rates: Substantive results and implications for evaluation. *Journal of Multi-Disciplinary Evaluation*, 13:29: 8-15.
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- Voight, A., & Hanson, T. (2017). *How are middle school climate and academic performance related across schools and over time?* (REL 2017–212). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory West.
- Voight, A., Hanson, T., O'Malley, M., & Adekanye, L. (2016). The racial school climate gap: Within-school disparities in students' experiences of safety, support, and connectedness. *American Journal of Community Psychology*.
- Jain, S., Cohen, A. K., Huang, K., Hanson, T., & Austin, G. (2015). Inequalities in school climate in California. *Journal of Educational Administration*, 53(2), 237-61.
- Hanson, T., & Voight, A. (2014). *The appropriateness of a California student and staff school climate survey for measuring middle school climate* (REL 2014-039). Washington, DC: U.S. Department of Education, Institute of Education Sciences, National Center for Education Evaluation and Regional Assistance, Regional Educational Laboratory West.

- Voight, A., Austin, G., & Hanson, T. (2013). *A climate for academic success: How school climate distinguishes schools that are beating the achievement odds*. San Francisco, CA: WestEd.
- Voight, A., & Hanson, T. (2012). *Summary of existing school climate instruments for middle school*. San Francisco: REL West at WestEd.
- Hanson, T. L., Zheng, H., Banks, D. B., & Rollison, J. (2012). *The impact of the Safe Schools/Healthy Students initiative in California: A matched comparison group analysis*. Rockville, MD: Center for Mental Health Services.
- Hanson, T. L. (2012). *Implementing randomized controlled trials in local education settings: Design, methods, findings and practical research realities*. Presentation (and discussant) at the annual American Educational Research Association Conference, Vancouver, BC: April 2012.
- Hanson, T. L., Austin, G., & Li, J. (2012). *Racial/ethnic differences in student achievement, engagement, supports, and safety: Are they greater within schools or between schools in California?* San Francisco, CA: WestEd.
- Voight, A., & Hanson, T. (2012). *Summary of existing school climate instruments for middle school*. San Francisco: REL West at WestEd.
- Hanson, T. L., Dietsch, B., & Zheng, H. (2012). *Lessons in Character Impact Evaluation*. Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education.
- Hanson, T. L., & Petrosino, A. (2011). *The impact of Tribes Learning Communities on behavioral problems of elementary school students: A randomized experiment*. Presentation at the annual American Criminology Society Conference, Washington, DC: November 2011.
- Hanson, T. L., Izu, J., Petrosino, A., Delong-Coty, B., & Zheng, H. (2011). *Preventing Violence: Results From Three Early Childhood Experiments*. Panel presentation at the annual NIJ Conference, Arlington, VA: June 2011.
- Hanson, T. L., Izu, J., Petrosino, A., Delong-Coty, B., & Zheng, H. (2011). *A randomized experimental evaluation of the Tribes Learning Communities Prevention Program, Final Report*, Washington, DC: National Institute of Justice.
- Hanson, T. L., Griffiths, A. J., & Furlong, M. J. (2011). *The Impact of Safe Schools/Healthy Students Funding on Student Wellbeing: A California Consortium Cross-Site Analysis*. In S. R. Jimerson, A. B. Nickerson, M. J. Mayer, & M. J. Furlong (Eds.), *The Handbook of School Violence and School Safety: International Research and Practice*. New York: Routledge.
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- Hanson, T. L., Clarke, C., Ramirez, A., Heller, J. I., & Curtis, D. (2009). *Jump starting effective mathematics instruction and discourse: The efficacy of Math Pathways and Pitfalls II*. Paper presentation at the annual meeting of the American Educational Research Association, San Diego, CA, April 2009.
- Hanson, T. L. (2008). *Relationships, strategies, and lessons for sample recruitment and retention*. Panel presentation for Regional Educational Laboratory Directors Meeting, Arlington, VA, July 2008.
- Hanson, T. L., & Kim, J. O. (2007). *Resilience and youth development: The psychometric properties of the Healthy Kids Survey*. (Issues and Answers Report, REL 2007-No. 034). Washington, D.C.: U.S. Department of Education, Institute of Education Sciences, National Center for Educational Evaluation and Regional Assistance, Regional Educational Laboratory West. <http://ies.edu.gov/ncee/edlabs>.
- Hanson, T. L. (2007). *Recruiting schools for RCTs and implementing random assignment under varied school condition*. Panel presentation for Regional Educational Laboratory Directors Meeting, Washington, D.C., February 2007.
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Hanson, T. L., McLanahan, S. S., & Thomson, E. (1998). Windows on divorce: Before and after. *Social Science Research*, 27, 329–349.

Hanson, T. L., McLanahan, S. S., & Thomson, E. (1997). *Economic resources, parental practices, and child well-being*. In G. J. Duncan & J. Brooks-Gunn (Eds.), *Consequences of growing up poor*, pp. 190–238. New York: Russell Sage Foundation.

Hanson, T. L., Garfinkel, I., McLanahan, S. S., & Miller, C. K. (1996, November). Trends in child support outcomes. *Demography*, 33(4), 483–496.

#### PROFESSIONAL AFFILIATIONS

- American Educational Research Association
- American Public Health Association
- American Sociological Association
- Population Association of America
- Society for Research on Educational Effectiveness

EXHIBIT B

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Payment of the invoice will not be made until the CDE accepts and approves the invoice. To be approved the invoice must include the level of detail described in the Budget for each task and for the fiscal year in which the expense was incurred. Further, the invoice must be easily comparable by CDE staff to the Budget contained herein. No line item invoiced may exceed the corresponding line item amount stated in the Budget.

Invoices shall include the **Agreement Number CN240096** and shall be submitted in arrears, along with a progress report (see Exhibit A, Article III. Progress Reports), not more frequently than monthly in duplicate to:

**California Department of Education  
Whole Child Division  
1430 N Street, Suite 4309  
Sacramento, CA 95814  
Attention: Hilva Chan  
Email: HChan@cde.ca.gov**

**II. PAYMENT:**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**III. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

**IV. TRAVEL (If applicable):**

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

**V. PRIOR APPROVAL OF OUT-OF-STATE TRAVEL (If applicable):**

All out-of-state travel by the Contractor or subcontractor(s) for purposes of this agreement is subject to prior written approval by the CDE Contract Monitor specified in this agreement.

**VI. WITHHOLD LANGUAGE (Rev. 1/1/09):**

In accordance with the requirements set forth in the Public Contract Code, Section 10346, the State shall withhold from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and shall be released pending final completion of this Agreement to the satisfaction of the State and completion and submission of a Contract/Contractor Evaluation (Std. 4) form by the CDE's Contract Monitor. (See Contractors Evaluation Clause - Exhibit E)

# California School Climate, Health, and Learning Survey (2024-2025)

## Budget Summary

July 1, 2024 - June 30, 2025

	Task 1 State Operations	Task 1 Local Assistance	Grand Total
<b>BUDGET SUMMARY</b>			
<b>TOTAL SALARIES &amp; BENEFITS</b>	\$59,800.45	\$543,908.15	\$603,708.60
Travel:			
Total Staff Travel	\$1,092.00	\$0.00	\$1,092.00
Total Consultant Travel	\$0.00	\$0.00	\$0.00
<b>TOTAL TRAVEL</b>	\$1,092.00	\$0.00	\$1,092.00
Consultant / Outside Svcs. / Subcontract/ Part. Support			
Total Consultant	\$0.00	\$0.00	\$0.00
Total Outside Services	\$0.00	\$0.00	\$0.00
Total Subcontract	\$0.00	\$0.00	\$0.00
Total Participant Support Costs	\$0.00	\$0.00	\$0.00
<b>TOTAL CONSULTANT / OUTSIDE SVCS. / SUBCONTRACT/ PART. SUPPORT</b>	\$0.00	\$0.00	\$0.00
Allocated and Other Direct Costs			
Allocated Direct Costs	\$6,426.90	\$138,787.50	\$145,214.40
Project-Specific Direct Costs	\$0.00	\$0.00	\$0.00
<b>TOTAL ALLOCATED AND OTHER DIRECT COSTS</b>	\$6,426.90	\$138,787.50	\$145,214.40
<b>TOTAL DIRECT COSTS</b>	\$67,319.35	\$682,695.65	\$750,015.00
INDIRECT COSTS @ 13.3%	\$8,953.47	\$90,798.52	\$99,751.99
<b>TOTAL DIRECT &amp; INDIRECT COSTS</b>	\$76,272.82	\$773,494.17	\$849,766.99
MANAGEMENT FEE @ 3.0%	\$2,288.18	\$23,204.83	\$25,493.01
<b>TOTAL</b>	\$78,561.00	\$796,699.00	\$875,260.00

California School Climate, Health, and Learning Survey (2024-2025) Task 1 State Operations  
July 1, 2024 - June 30, 2025

**SALARIES & BENEFITS**

Name / Position Title	Status (R/T)	Billable Hourly Rate	Total # of Hours	Total
Hanson, Thomas L - Senior Program Director	R	\$142.42	257.6	\$36,687.39
Total Days/ Salaries - Regular			257.6	\$36,687.39
Total Days/ Salaries - Temporary			0.0	\$0.00
Total Salaries			257.6	\$36,687.39
Earned Leave - Regular		Base	Rate	Total
Benefits - Regular		\$36,687.39	18.4%	\$6,750.48
Benefits - Temporary		\$36,687.39	44.6%	\$16,362.58
Total Benefits		\$0.00	14.7%	\$0.00
				\$23,113.06
<b>TOTAL SALARIES &amp; BENEFITS</b>				<b>\$59,800.45</b>

**TRAVEL**

Description	# of Trips	Destination	# of Staff / Consult. Traveling	Total Staff Travel Costs
Meetings with CDE (Local)	2	Sacramento	1	\$300.00
Meetings with CDE (Non-Local)	2	Sacramento	1	\$792.00
Total Staff Travel	4		2	\$1,092.00
Consultant				Total
None				Consultant
Total Consultant Travel				Travel Costs
				\$0.00
				\$0.00
<b>TOTAL TRAVEL</b>				<b>\$1,092.00</b>

CONSULTANT/OUTSIDE SERVICES/SUBCONTRACT/PART. SUPPORT

Consultant	# of Hours	Hourly Rate	Total Consultant Costs
None			\$0.00
Total Consultant			\$0.00
Participant Support		Part. Support Costs	
None			\$0.00
Total Participant Support Costs			\$0.00
Outside Services		Outside Svcs. Costs	
None			\$0.00
Total Outside Services			\$0.00
Subcontract		Subcontract Costs	
None			\$0.00
Total Subcontract			\$0.00
TOTAL CONSULTANT / OUTSIDE SVCS. / SUBCONTRACT/PART. SUPPORT			\$0.00

ALLOCATED AND OTHER DIRECT COSTS

Allocated Direct Costs	\$6,426.90
Project-Specific Direct Costs	\$0.00
TOTAL ALLOCATED AND OTHER DIRECT COSTS	\$6,426.90
TOTAL DIRECT COSTS	\$67,319.35
DIRECT BASE	\$67,319.35
INDIRECT COSTS @ 13.3%	\$8,953.47
TOTAL DIRECT & INDIRECT COSTS	\$76,272.82
MANAGEMENT FEE @ 3.0%	\$2,288.18
TOTAL TASK COSTS	\$78,561.00

California School Climate, Health, and Learning Survey (2024-2025) Task 1 Local Assistance  
July 1, 2024 - June 30, 2025

SALARIES & BENEFITS

Name / Position Title	Status (R/T)	Billable Hourly		Total # of Hours	Total
Hanson, Thomas L - Senior Program Director	R	\$142.42	368.0		\$52,410.56
Project Analyst	R	\$70.50	316.0		\$22,278.00
Senior Research Associate	R	\$68.50	960.0		\$65,760.00
Research Associate II	R	\$58.33	1,672.0		\$97,527.76
Research Associate I	R	\$45.05	480.0		\$21,624.00
Program Coordinator	R	\$43.04	1,371.6		\$59,033.66
Program Assistant I	R	\$37.63	400.0		\$15,052.00
Total Days/ Salaries - Regular			5,567.6		\$333,685.98
Total Days/ Salaries - Temporary			0.0		\$0.00
Total Salaries			5,567.6		\$333,685.98
Earned Leave - Regular		Base	Rate	Total	
Benefits - Regular		\$333,685.98	18.4%		\$61,398.22
Benefits - Temporary		\$333,685.98	44.6%		\$148,823.95
Total Benefits		\$0.00	14.7%		\$0.00
					\$210,222.17
TOTAL SALARIES & BENEFITS					\$543,908.15

TRAVEL

Description	# of Trips	Destination	# of Staff / Consult.	Total Staff Travel Costs
None			Traveling	\$0.00
Total Staff Travel				\$0.00
Consultant			Total	Consultant
None			Travel Costs	\$0.00
Total Consultant Travel				\$0.00
TOTAL TRAVEL				\$0.00

CONSULTANT/OUTSIDE SERVICES/SUBCONTRACT/PART. SUPPORT

Consultant	# of Hours	Hourly Rate	Total Consultant Costs
None			\$0.00
Total Consultant			\$0.00
Participant Support		Part. Support Costs	
None			\$0.00
Total Participant Support Costs			\$0.00
Outside Services		Outside Svcs. Costs	
None			\$0.00
Total Outside Services			\$0.00
Subcontract		Subcontract Costs	
None			\$0.00
Total Subcontract			\$0.00
TOTAL CONSULTANT / OUTSIDE SVCS. / SUBCONTRACT/ PART. SUPPORT			\$0.00

ALLOCATED AND OTHER DIRECT COSTS

Allocated Direct Costs	\$138,787.50
Project-Specific Direct Costs	\$0.00
TOTAL ALLOCATED AND OTHER DIRECT COSTS	\$138,787.50
TOTAL DIRECT COSTS	\$682,695.65
DIRECT BASE	\$682,695.65
INDIRECT COSTS @ 13.3%	\$90,798.52
TOTAL DIRECT & INDIRECT COSTS	\$773,494.17
MANAGEMENT FEE @ 3.0%	\$23,204.83
TOTAL TASK COSTS	\$796,699.00





## CDE BUDGET JUSTIFICATION

California School Climate, Health, and Learning Survey (2024-2025)

July 1, 2024–June 30, 2025

### **Salaries and Benefits**

Employee salaries are based upon a calendar-year salary schedule as approved by WestEd's Board of Directors. Salaries include the anticipated actual days worked for each employee and earned leave, e.g., holidays, vacations, sick leave, etc. Salary rates are blended rates increased appropriately within the project dates to account for cost of living adjustments that occur at the turn of WestEd's fiscal year, November 30/December 1.

Earned leave and benefit rates are budgeted at current rates for WestEd's current fiscal year. Benefits include workers compensation, unemployment tax, and FICA for both employee classifications. Regular employees also receive retirement, medical/dental, life insurance, disability insurance, and other staff benefits.

Earned leave is budgeted at 18.4 percent. Benefits for regular employees are budgeted at 44.6 percent while benefits for temporary employees are budgeted at 14.7 percent.

### **Senior Program Director – Hanson, Thomas L**

Thomas Hanson will act as Senior Program Director, leading a large team who direct program, research, and dissemination; oversees multiple annual portfolios of work including direct services to schools and districts and ongoing research and development to improve services to the field. This role is typically part of the executive team at the agency level and advises and creates strategy. Requires extensive experience and education.

### **Travel**

All travel expense reimbursements are based on the document titled "The California State Travel Program Excluded Employees," which was provided to WestEd by the California Department of Education. Airfare estimates are based on current travel industry average round-trip coach fares provided by the Agency's travel agencies. Lodging is based on average rates for various cities. Per diem and mileage are charged at the State of California's approved reimbursement rates. For each trip, other expenses include ground transportation, parking, tolls, and shuttle.

### **Consultants/Outside Services/Subcontractors/Participant Support Costs**

**Consultants – N/A**

**Outside Services – N/A**

**Subcontractors – N/A**

**Participant Support Costs – N/A**

**Allocated and Other Direct Costs**

**Allocated Direct Costs**

General expenses in these categories are pooled agency wide and allocated to projects based on labor hours charged. WestEd uses target allocation rates (based on the previous year's actual rates plus any anticipated changes for the coming year) for charging projects as well as for budgeting purposes. When major changes in expenses or labor distribution occur, these rates may be adjusted during the year to reflect actual performance. The rate is calculated using the accounting application, Costpoint, which sorts by project the hours each employee reports on timesheets, calculates the charges, and allocates the costs based on the project account codes reported on the timesheets. In addition to these general expenses based on labor hours, other project-specific direct costs are detailed below within its respective category, when needed.

*Copying and Shared Equipment*

This category includes all office fees for copier leases and usage of scanners, copiers and printers in WestEd offices. Special printing and copying will be expensed directly to the project. There is an agency target rate for copying and shared equipment that is allocated to project based on project labor hours.

*Office Supplies and Expenses*

This category includes general office materials allocated to projects based on labor hours. This line also includes special purchases of materials and supplies required for project work that will be charged directly to the project. There is an agency target rate that is allocated based on staff timesheet labor hours.

*Information Systems*

Information Technology (IT) comprises several different functions or services that directly support projects. It includes:

- *Information Services* - This category consists of the costs related to providing general technical support to staff on issues related to networks, data recovery, software applications, computer hardware and peripherals, and database support, etc. It also includes costs related to the implementation, maintenance, and support for the overall data network, telecommunications, and business applications for the Agency. There is an agency target rate that is allocated based on staff timesheet labor hours. These costs are directly charged to project based on project staff labor hours.
- *Network Systems and Telephone* - Consists of the costs for providing the overall data network system for the agency. It includes, but is not limited to, network related equipment such as servers, network routers, wireless access points and

cabling. This also includes fees for internet service providers, system and equipment maintenance, internet and data connection services, firewalls, server support, network monitoring fees, software applications available to all staff, and software applications with limited users that are essential in doing business. Moreover, it also consists of all usage charges and hardware depreciation related to office telecommunications that includes, but is not limited to, ShoreTel equipment such as desk phones and phone system cabling. This also includes fees for telephone service, usage and support. It also includes internet connectivity reimbursements of home office staff and staff on travel status, and cell phone allowance given to staff that meet specified criteria. There is an agency target rate that is allocated based on staff timesheet labor hours and directly charged to project based on project staff labor hours.

#### *Facility*

Facility represents the rent and/or occupancy of office space. The target rate for facilities costs is allocated based on staff timesheet labor hours.

#### *Program Support*

Program support includes administrative services and program services.

Administrative services represent expenses such as human resources, insurance, membership dues, and general administrative. Program services consist of activities involving staff planning, quality review, staff development, work planning, and staff evaluation.

### **Project-Specific Direct Costs – N/A**

#### **Indirect**

The Agency's indirect cost rate (overhead rate) is negotiated with its cognizant agency, the United States Department of Education. WestEd's 2023 indirect rate is 13.3%. WestEd's indirect cost pool includes Board/Board support, the Executive Director's Office, Resource Development, Communications, Contracts, and Accounting/Finance Services.

#### **Management Fee**

The inclusion of fees on contracts awarded to organizations like WestEd has been a common practice by federal agencies for many years. The government recognizes that the cost principles under which contractors can claim reimbursement of costs incurred on a project do not allow recovery of all necessary and pertinent costs of doing business. In order for the contractor to remain viable, a fee must be received. This conclusion has been accepted by the General Accounting Office and is supported by numerous studies conducted on the subject.

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\* General expenses in these categories are pooled (by office location for Copying and Shared Equipment) and allocated to projects on the basis of labor hours charged.

WestEd uses a target allocation rate based on the previous year's actual rate for charging projects as well as for budgeting purposes. This rate may be adjusted during the year to reflect actual performance. The rate is calculated using the accounting application, Costpoint, which sorts by project the hours each employee reports on timesheets (matches the hours with the location code in the employee's master file for facility), calculates the charges, and allocates the costs based on the project account codes reported on the timesheets.

EXHIBIT D

**SPECIAL TERMS & CONDITIONS**

**I. INFORMATION TECHNOLOGY (IT) REQUIREMENTS (Rev. 04/22/10):**

For contracts that require the Contractor to develop, modify or maintain any type of Web product (which includes but is not limited to a web page, web document, website, web application, or other web service), or contracts that include a web product as a deliverable or result, Contractor hereby agrees to adhere to the following California Department of Education (CDE) standards:

- A. All website and application pages/documents that can be seen by users must be reviewed and approved as required by the CDE's DEAM 3900 process. Contractor agrees to work through the CDE Contract Monitor for this agreement to ensure the DEAM 3900 process is implemented.
- B. Websites and web applications must adhere to the appropriate CDE web standards as specified at <http://www.cde.ca.gov/re/di/ws/webstandards.asp>.
- C. Contractor must provide the application and/or website source code, collected data, and project documentation in a form to be specified by the CDE according to the following time frame:
  - 1. For new sites/applications: Within 30 days of implementation. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
  - 2. For existing sites/applications: Within 90 days of the contract renewal or amendment execution. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
- D. Contractor shall monitor the website/application on a monthly basis (or more frequently if necessary) to identify and correct the following issues:
  - 1. Broken links
  - 2. Dated content
  - 3. Usability issues
  - 4. Circumstances where the contractual agreement is not followed
- E. Contractor agrees to not violate any proprietary rights or laws (i.e., privacy, confidentiality, copyright, commercial use, hate speech, pornography, software/media downloading, etc.). Also, the Contractor agrees to make all reasonable efforts to protect the copyright of CDE content and to obtain permission

from the CDE Press to use any potentially copyrighted CDE material, or before allowing any other entity to publish copyrighted CDE content.

- F. Contractor agrees that any web applications, websites, data or other files which may be needed to restore the system in the event of disaster are backed up redundantly, and that a detailed, tested plan exists for such a restoration.
- G. Contractor shall provide the CDE with website usage reports on a monthly basis during the contract period for each web page, document or file which can be viewed by users. Additionally, Contractor shall provide an easy mechanism for users to provide feedback on the site/application, such as a feedback form.

## II. DATA MANAGEMENT (DM) REQUIREMENTS (Rev. 7/22):

- A. **Definitions:** The following definitions apply for the purposes of this Agreement:

**“Aggregated Data”** means any data expressed in a summary form, for purposes such as statistical analysis to de-identify the Data and prevent unlawful or unauthorized disclosure of PII and/or Student or Individual-Level Data.

**“Confidential Information”** means Proprietary Information, Personally Identifiable Information (PII), and Student or Individual-Level Data, as each are defined below.

**“Data”** means any digital or hard copy records or information, whether Confidential or publicly available.

**“Personally Identifiable Information (PII)”** means information about an individual, and includes but is not limited to information that, alone or in combination, is linked or linkable to a specific student or individual in a manner that would allow a reasonable person in the community, who does not have personal knowledge of the relevant circumstances, to identify the student or individual with reasonable certainty. PII includes, but is not limited to name, address, personal identifier (e.g., Social Security number, student number, biometric record), other indirect identifiers (e.g., date or place of birth, mother’s maiden name). “Biometric record” includes a fingerprint, retina or iris pattern, voiceprint, DNA sequence, handwriting sample, facial geometry or other biological or behavioral characteristic used to identify an individual.

**“Preferred Variation”** means the particular variation of the name, definition, and format for a Data element or code set that is used by CDE to maintain order and consistency in its Data. To date, hundreds of common Data elements have been specified by the CDE (contact the Data Management Division for the most recent published list of Preferred Variations).

**“Proprietary Information”** means information contained in materials marked “confidential,” trade secrets, know-how, data and other information, in tangible and intangible form possessed by a party and having value by virtue of not being

generally known or due to being obtained at significant effort or expense. Each party acknowledges that information supplied by a third-party to the other party under provisions of confidentiality shall be considered, for the purposes of this Agreement, to be the other party's Proprietary Information.

**"Student or Individual-Level Data"** means demographic, performance, and other information that pertains to a single student or individual but cannot be attributed to a specific student or individual. Such Data is subject to compliance with applicable laws such as, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Pupil Protection Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), and the California Education Code (EC).

- B. **Confidentiality Conflicts and Public Record Act Requests:** Notwithstanding any obligation of confidentiality or non-disclosure between the parties or any "confidential," "proprietary," or "privileged," marking on documents provided by Contractor, any writing, regardless of form, containing information related to the conduct of the public's business prepared, owned, used or retained by the CDE is subject to disclosure pursuant to the Public Records Act (PRA) (Govt. Code 6250 *et. seq.*) and other applicable law, unless an exemption from disclosure applies. Contractor shall immediately notify CDE of any request for documents and/or Data that it receives and shall further work cooperatively with CDE to allow CDE to respond correctly to Public Records Act requests in a timely manner.
- C. **Compliance with Statutory and Contractual Requirements:** In the course of performing this Agreement, each of the Parties may gather or process or otherwise be intentionally or inadvertently exposed to Confidential Information belonging to the other party. Each party agrees to use, disclose, manage and protect the other Party's Confidential Information in accordance with any terms of the Agreement, the contractual provisions set forth below, as well as all applicable federal and California law. Applicable laws may include, but are not limited to: the Family Educational Rights and Privacy Act of 1984 (FERPA; 20 U.S.C. Sec. 1232g), the Protection of Pupil Rights Amendment (PPRA), the Information Practices Act (California Civil Code Sec. 1798, *et seq.*), the Children's Online Privacy Protection Act (COPPA), the California *Education Code* sections 49069 to 49079, and California State Administrative Manual (SAM) sections 5300 and 5399. These obligations continue even after expiration of this Agreement.
- D. **Contractor as CDE Authorized Representative:** Contractor agrees to serve as the CDE's authorized representative in the event the Agreement provides for the Contractor to be exposed to, or provided with, personally identifiable information pertaining to students or individuals in order to carry out an audit or evaluation of Federal- or state-supported education programs, or for the enforcement of or compliance with Federal legal requirements related to these programs.
- E. **Subcontractors:** CDE must, at its discretion, approve in writing each of Contractor's proposed subcontractors who may be exposed to CDE Confidential Information. Contractor shall request any such approval in advance and provide

CDE with: i) a copy of the proposed subcontract; ii) background information about the subcontractor and its executives; and iii) any other information reasonably requested by the CDE.

- F. **Use and Disclosure/ Data Security:** Each Party shall use the disclosing Party's Confidential Information only as necessary to perform its obligations hereunder. Each Party shall disclose Confidential Information only to its own employees and employees of its approved contractors or subcontractors who: i) have a need to know such information for the purposes of performing obligations hereunder, ii) are under legal obligations to maintain the confidentiality and restrict the use of Confidential Information which obligations name the disclosing party as a third-party beneficiary or otherwise give the disclosing party the legal right to enforce such legal obligations, and iii) have completed training approved by the CDE on data security and privacy within the past 12 months.

Contractor and its subcontractors shall exercise all reasonable security measures, including any additional security precautions that have been approved by the CDE's Educational Data Management Division (EDMD) and Technology Services Division (TSD) to prevent unauthorized use, access, modification or disclosure/re-disclosure of any Confidential Information. Such security precautions shall include, at a minimum (and without limiting the generality of the use and disclosure restrictions set forth above):

- Securely encrypting and otherwise complying with best practices in order to securely protect Confidential Information that is transmitted electronically or stored on portable electronic devices;
- Securely locking any repository for Confidential Information;
- Provide appropriate levels of security (confidentiality, integrity, and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels.
- Properly maintaining security of any and all computer systems (hardware and software applications) used to store or process Confidential Information, including installing all security patches, upgrades, and anti-virus updates;
- Designating a Security Officer to oversee such Party's Data security program, carry out privacy programs and to act as the principal point of contact responsible for communicating on security matters with the CDE;
- Immediately reporting (within two hours of discovery) to the CDE any breach of security, as that phrase is used in California Civil Code section 1798.29(d), to:

**Angela Ramirez, Information Security Officer**

California Department of Education  
Technology Services Division – Information Security Office  
1430 N Street, Suite 3712  
Sacramento, CA 95814-5901  
Office phone: 916-327-3852  
Email: [ISO@cde.ca.gov](mailto:ISO@cde.ca.gov)



- Promptly taking corrective action to cure any breach of security, including immediately notifying the other parties and conducting an investigation of each breach and providing the other party with a written report of the investigation within thirty (30) working days of the discovery of the breach. All parties may be participants in the security breach investigation, or parties may conduct their own independent investigations, in which all parties shall fully cooperate. The party who experienced the security incident as a result of their failure to perform or negligent acts of its personnel, which resulted in a data breach shall be responsible for all costs incurred, including the costs to provide notice to the individuals whose data has been lost or breached.
- Implementing any other reasonable security protocols for PII or Student or Individual-Level Data that may be prescribed by the CDE's Technology Service Division in a written notice to Contractor.
- Making and distributing copies of Data only as necessary to perform the obligations hereunder in full compliance with the other terms hereof, keeping accurate records of any such copies (including any back-ups), and legally and physically controlling such copies in a manner that prevents unauthorized duplication, use or disclosure.

The Contractor shall retain copies of the compliance agreements, which include signed confidentiality statements, training certifications, and other documentation necessary to demonstrate compliance with the above provisions and provide copies to the CDE upon CDE's written request.

- G. **Data Formatting and Delivery:** All PII or Student or Individual-Level Data to be delivered from one party to the other hereunder shall i) be in a format, ii) use nomenclature, iii) be delivered in compliance with security protocols, and iv) meet any other specifications, all as set forth in Data delivery and file layout specifications approved by the CDE Education Data Management Division. As early as reasonably possible in the Data delivery process, but in no event less than 12 weeks prior to Data delivery to CDE or 6 weeks prior to Data delivery to Contractor, Contractor shall submit for CDE approval its proposed Data delivery and file layout specifications, including the proposed secure file transfer protocols, formatting, nomenclature and other specifications to be used. The scope of work may specify additional requirements for the proposed data delivery and file layout specifications, such as additional time between the proposed Data Delivery and file layout specification and Data delivery for those cases where a data reporting structure needs to be built, where special provisions are needed for working with other CDE Contractors, etc.
1. **Data Delivered to CDE:** Unless otherwise agreed by the CDE in writing, Contractor shall use CDE's Preferred Variation of each data element in the proposed file layout specification for data delivery to the CDE. In the event that CDE has not yet formulated a Preferred Variation for a particular Data element, Contractor shall consult with CDE to reach a resolution. Contractor shall cooperate with CDE and shall make each change to the proposed Data delivery and file layout specification that is requested by the CDE in order to

gain written approval. Thereafter, all PII and Student or Individual-Level Data shall be delivered in a file conforming to the approved Data delivery and file layout specifications, as they may be revised from time-to-time. In addition, all PII and Student-Level Data deliveries to the CDE shall be accompanied by a complete Data Dictionary that describes and defines in detail the meaning of all symbols, abbreviations, codes and other descriptors contained in the file provided by Contractor to the CDE.

2. **Data Delivered to Contractor:** If a scope of work specifies the delivery of PII or Student or Individual-Level Data from CDE to Contractor, Contractor shall specify its requested Data delivery and file layout specifications by submitting a proposal to the CDE for approval. The CDE will review the requested specifications for inconsistencies, data definitions that do not align with CDE's preferred variations and for data elements that do not yet exist or need extraction, redaction, compilation, aggregation or the like. The CDE will indicate to Contractor whether the request can be met and CDE's estimated costs to meet such requirements. The parties shall revise the Data delivery and file layout specifications until mutually acceptable. Unless otherwise agreed in writing in advance, CDE may charge Contractor for its reasonable costs, including staff time, computing time and materials, in order to meet Contractor's requested specifications.

Contractor acknowledges that CDE maintains and uses Data collected from a variety of diverse sources and that compliance with these Data formatting and delivery provisions is necessary to maintain Data order and for the consistent and effective use of Data by the CDE, regardless of the source of the Data and regardless of how the Data has been collected, developed, matched, aggregated, linked, connected or otherwise generated for use by CDE.

- H. **De-Identification of PII:** Contractor may not attempt to create, use or disclose Aggregated Data or other forms of de-identified Data, except as CDE may expressly authorized in writing in the Scope of Work. Any Aggregated Data that is authorized by CDE shall be created in compliance with best practices to minimize disclosure risk (e.g., those outlined in the NCES SLDS Technical Brief "Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting") and shall be aggregated using a methodology approved in writing in advance by the CDE.
- I. **Data Destruction:** Contractor shall return or destroy in accordance with the CDE's instructions any and all CDE Data, including, without limitation, Data: i) provided by CDE hereunder, ii) developed by Contractor for CDE hereunder, or iii) otherwise owned by CDE. Such return or destruction shall occur i) immediately upon CDE's request, ii) immediately upon termination of this agreement, or iii) prior to any merger, combination, acquisition, or other change in control of the Contractor, unless CDE, at its sole discretion, gives prior written consent to the change in control and the appropriate parties execute any additional documents CDE specifies in order to preserve or extend the obligations hereunder. Unless

otherwise agreed to in writing by the CDE, such destruction shall include Data that is publicly available; however, nothing herein shall prevent the Contractor from thereafter obtaining such Data from publicly available sources. Contractor agrees to submit a letter to the CDE within thirty (30) calendar days of the destruction of the Data attesting to the destruction of all Data obtained from the CDE under this Agreement.

- J. **Data Ownership and Possession:** Contractor acknowledges that any and all Data that are collected, developed and/or generated by Contractor at CDE's expense are the sole and exclusive Proprietary Information of the CDE and may not be used or disclosed by Contractor except as expressly permitted by the CDE in writing. CDE acknowledges that software and Data previously developed by Contractor at Contractor's sole expense, without contribution or reimbursement from CDE, is Contractor Proprietary Information.
- K. **Subsequent Data Disclosures:** Notwithstanding any other provision of this Agreement, any future disclosure of PII or Student or Individual-Level Data by the CDE is subject to CDE's internal approval processes and applicable law.

### III. **RESOLUTION OF DISPUTES:**

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract Monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

### IV. **RIGHT TO TERMINATE:**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

**V. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS; EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS:**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**VI. ICT ACCESSIBILITY REQUIREMENTS (05/2018):**

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education's (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT

deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.

- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

**VII. PROHIBITION OF DISCRIMINATION:**

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

**VIII. HEALTH AND SAFETY:**

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E

**ADDITIONAL PROVISIONS**

**I. CONTRACTOR EVALUATION (Rev. 3/06):**

Within sixty (60) days after the completion of this agreement, the CDE Contract Monitor shall complete a written evaluation of Contractor's performance under this agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (Public Contract Code Section 10369)

**II. CONTRACTOR'S RIGHTS AND OBLIGATIONS:**

Public Contract Code Sections 10335 through 10381 contains language describing the Contractor's duties, obligations and rights under this agreement. By signing this agreement, the Contractor certifies that he or she has been fully informed regarding these provisions of Public Contract Code.

**III. STAFF REPLACEMENTS:**

The Contractor will be required to obtain prior approval from the CDE Contract Monitor before changing professional project personnel.

**IV. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:**

By signing this agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**V. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the

program, this contract shall be amended to reflect any reduction in funds.

The CDE has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200.

**VI. PROHIBITION AGAINST OUTSIDE AGREEMENTS:**

The Contractor or subcontractor(s) shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the CDE for products and/or services pertaining to this contract.

**VII. OWNERSHIP OF MATERIALS AND DATA (Rev. 1/20):**

All materials and data developed under the terms of this agreement will become the property of the CDE. The Contractor may not publish, sell, disseminate or otherwise use any materials or data developed under this agreement unless specifically authorized in the statement of work, in a written amendment to this Agreement or in a separate, written agreement containing a licensing provision for such materials or data. The Contractor MUST seek review and approval from the CDE prior to any such publication, sale, dissemination or other use to ensure compliance with the authorizing provisions.



# ENCUMBRANCE SHEET

ORIGINAL

CONTRACT #	AMENDMENT #
CN240096	
FISCAL SUPPLIER ID #	
0000014938	

ENCUMBRANCE SHIFT ONLY

**Explanation:**

CONTRACTOR'S LEGAL BUSINESS NAME

WestEd (Page 1 of 2)

Approve Upon Enactment of Budget Act	SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)					
	0290324					
AMOUNT ENCUMBERED \$25,000.00    Quyen Dao	BUDGET YEAR 2024	GL UNIT 6100	APPROP REF 001	FUND 0001	ENY 2024	STATUTE 2024
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT 5340420		PROGRAM 5205010900	REPORTING STRUCTURE 61000140	SERVICE LOCATION (LOCAL ASSISTANCE ONLY)	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT 6100	PROJECT 610081000000001	ACTIVITY 2024	
Approve Upon Enactment of Budget Act    Quyen Dao	SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)					
	0290324					
AMOUNT ENCUMBERED \$53,561.00	BUDGET YEAR 2024	GL UNIT 6100	APPROP REF 001	FUND 0001	ENY 2024	STATUTE 2024
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT 5415000		PROGRAM 5205010900	REPORTING STRUCTURE 61000140	SERVICE LOCATION (LOCAL ASSISTANCE ONLY)	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT 6100	PROJECT 610081000000001	ACTIVITY 2024	
Approve Upon Enactment of Budget Act    Quyen Dao	SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)					
	1435024					
AMOUNT ENCUMBERED \$58,921.00	BUDGET YEAR 2024	GL UNIT 6100	APPROP REF 197	FUND 0890	ENY 2024	STATUTE 2024
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT 5452000		PROGRAM 5210050	REPORTING STRUCTURE 61000150	SERVICE LOCATION (LOCAL ASSISTANCE ONLY) Z3470	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT 6100	PROJECT 610008900049300	ACTIVITY 2024	
Approve Upon Enactment of Budget Act	SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)					
	2394524					
AMOUNT ENCUMBERED \$58,920.00    Quyen Dao	BUDGET YEAR 2024	GL UNIT 6100	APPROP REF 649	FUND 0001	ENY 2024	STATUTE 2024
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT 5452000		PROGRAM 5210048002	REPORTING STRUCTURE 61000150	SERVICE LOCATION (LOCAL ASSISTANCE ONLY) Z3470	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT	PROJECT	ACTIVITY	

Payments made from support appropriation may originate in the General Fund Clearing Account (6100-001-0001, Program 99), and per the approved plan of financial adjustment will be transferred to the encumbered funding. I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

Lo Saelee

Digitally signed by Lo Saelee  
Date: 2024.06.11 11:00:07  
-07'00'

DATE



# ENCUMBRANCE SHEET

ORIGINAL

CONTRACT # CN240069	AMENDMENT #
FISCAL SUPPLIER ID # 0000014938	

ENCUMBRANCE SHIFT ONLY

**Explanation:**

CONTRACTOR'S LEGAL BUSINESS NAME

WestEd (Page 2 of 2)

Approve Upon Enactment of Budget Act	SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity) 2330124					
AMOUNT ENCUMBERED \$678,858.00 Quyen Dao <small>Digitally signed by Quyen Dao Date: 2024.06.11 10:47:09 +07'00'</small>	BUDGET YEAR 2024	GL UNIT 6100	APPROP REF 102	FUND 0231	ENY 2024	STATUTE 2024
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT 5452000		PROGRAM 5205027002	REPORTING STRUCTURE 61000160	SERVICE LOCATION (LOCAL ASSISTANCE ONLY) Z3470	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT	PROJECT	ACTIVITY	
SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)						
AMOUNT ENCUMBERED	BUDGET YEAR	GL UNIT	APPROP REF	FUND	ENY	STATUTE
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT		PROGRAM	REPORTING STRUCTURE	SERVICE LOCATION (LOCAL ASSISTANCE ONLY)	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT	PROJECT	ACTIVITY	
SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)						
AMOUNT ENCUMBERED	BUDGET YEAR	GL UNIT	APPROP REF	FUND	ENY	STATUTE
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT		PROGRAM	REPORTING STRUCTURE	SERVICE LOCATION (LOCAL ASSISTANCE ONLY)	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT	PROJECT	ACTIVITY	
SPEEDCHART (If available, will populate the following fields: Approp Ref, Fund, ENY, Program, PC Bus Unit, Project, and Activity)						
AMOUNT ENCUMBERED	BUDGET YEAR	GL UNIT	APPROP REF	FUND	ENY	STATUTE
ADJ TO INCREASE ENCUMBRANCE	ACCOUNT		PROGRAM	REPORTING STRUCTURE	SERVICE LOCATION (LOCAL ASSISTANCE ONLY)	
ADJ TO DECREASE ENCUMBRANCE	FEDERAL FUNDS: If yes, complete boxes to the right.		PC BUS UNIT	PROJECT	ACTIVITY	

Payments made from support appropriation may originate in the General Fund Clearing Account (6100-001-0001, Program 99), and per the approved plan of financial adjustment will be transferred to the encumbered funding. I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

Lo Saelee Digitally signed by Lo Saelee  
Date: 2024.06.11 11:00:49  
-07'00'

DATE