

1 MARK ROSENBAUM (CA SBN 59940)
2 mrosenbaum@publiccounsel.org
3 PUBLIC COUNSEL
4 610 S. Ardmore Avenue
5 Los Angeles, California 90005
6 Telephone: 213.385.2977
7 Facsimile: 213.385.9089

8 MICHAEL A. JACOBS (CA SBN 111664)
9 MJacobs@mofa.com
10 MORRISON & FOERSTER LLP
11 425 Market Street
12 San Francisco, California 94105
13 Telephone: 415.268.7000
14 Facsimile: 415.268.7522

15 Attorneys for Plaintiffs
16 (*Additional counsel on next page*)

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF ALAMEDA

19 CAYLA J., KAI J., AND ELLORI J., through their
20 guardian ad litem ANGELA J., MEGAN O. AND
21 MATILDA O., through their guardian ad litem
22 MARIA O., ALEX R. AND BELLA R., through
23 their guardian ad litem KELLY R., ISAAC I., AND
24 JOSHUA I., through their guardian ad litem
25 SUSAN I.,

26 Plaintiffs,

27 v.

28 STATE OF CALIFORNIA, STATE BOARD OF
EDUCATION, STATE DEPARTMENT OF
EDUCATION, TONY THURMOND, in his
official capacity as State Superintendent of Public
Instruction, and DOES 1-100,

Defendants.

Case No. RG20084386

UNLIMITED JURISDICTION

**DECLARATION OF
THOMAS S. DEE, PH.D. IN SUPPORT
OF PLAINTIFFS' MOTION FOR A
PROTECTIVE ORDER**

Reservation No. 743811099272

Date: August 22, 2023

Time: 10:30 am

Dept: 23

Judge: Hon. Brad Seligman

Complaint Filed: Nov. 30, 2020

Trial Date: November 13, 2023

1 KATHRYN EIDMANN (CA SBN 268053)
keidmann@publiccounsel.org
2 AMANDA MANGASER SAVAGE (CA SBN 325996)
asavage@publiccounsel.org
3 PUBLIC COUNSEL
610 S. Ardmore Avenue
4 Los Angeles, California 90005
Telephone: 213.385.2977
5 Facsimile: 213.385.9089

6 MATTHAEUS MARTINO-WEINHARDT (CA SBN 313103)
MMartinoWeinhardt@mofo.com
7 IAN A. BENNETT (CA SBN 346555)
IBennett@mofo.com
8 MORRISON & FOERSTER LLP
425 Market Street
9 San Francisco, California 94105
Telephone: 415.268.7000
10 Facsimile: 415.268.7522

11 ERIK J. OLSON (CA SBN 175815)
EJOlson@mofo.com
12 YUE LI (CA SBN 287280)
YLi@mofo.com
13 CHELSEA KEHRER (CA SBN 340744)
CKehrer@mofo.com
14 MORRISON & FOERSTER LLP
755 PAGE MILL ROAD
15 Palo Alto, California 94304
Telephone: 650.813.5600
16 Facsimile: 650.494.0792

17 PURVI G. PATEL (CA SBN 270702)
PPatel@mofo.com
18 MORRISON & FOERSTER LLP
707 Wilshire Boulevard, Suite 6000
19 Los Angeles, California 90017
Telephone: 213.892.5200
20 Facsimile: 213.892.5454

21 JOHN R. LANHAM (CA SBN 289382)
JLanham@mofo.com
22 MORRISON & FOERSTER LLP
12531 High Bluff Drive Suite 100
23 San Diego, California 92130
Telephone: 858.720.5100
24 Facsimile: 858.720.5125

25 Attorneys for Plaintiffs
26
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1 I, Thomas S. Dee, Ph.D., declare as follows:

2 1. I am the Barnett Family Professor in the Graduate School of Education at Stanford
3 University. I am a Senior Fellow at the Stanford Institute for Economic Policy Research, a
4 research associate with the National Bureau of Economic Research, and the Faculty Director of
5 the John W. Gardner Center for Youth and Their Communities (“Gardner Center”).

6 2. On February 14, 2022, the Gardner Center contracted with the California
7 Department of Education (“CDE”) to conduct a research study entitled “How are Alternative
8 Schools Responding to the DASS Indicators.” This research study examines how the California
9 Dashboard, which reports several different accountability measures, impacts alternative schools
10 serving students at risk of dropping out and students with motivation and behavioral issues. A
11 true and correct copy of the agreement between the Gardner Center and CDE is attached hereto as
12 **Exhibit A.**

13 3. I signed the contract between the Gardner Center and CDE for this study pursuant
14 to my role as faculty director of the Gardner Center. However, I otherwise have had no
15 involvement whatsoever in the research study. The study is instead being conducted by JGC staff
16 members Jorge Ruiz de Velasco, Ph.D., and Jaymes Pyne, Ph.D.

17 4. The research study is unrelated to the subject matter of the expert report I
18 submitted in the Cayla J. lawsuit. I did not access the data obtained under this contract to produce
19 any part of the expert report I submitted in the Cayla J. Lawsuit. My expert report utilizes
20 publicly available data.

21 5. Furthermore, I have not seen any of the data furnished by CDE to the Gardner
22 Center, nor have I used those data for any purpose.

23 6. On July 24, 2023, CDE sent me a demand letter, stating I may not testify for,
24 advise, or consult the plaintiffs and underscoring several explicit and significant threats. I would
25 like to share my expertise with Plaintiffs, and to continue serving as an expert witness about my
26 independent research in this case, and am willing to testify based on my expertise. However, I
27 am highly concerned about doing so because of the CDE’s recent action. Their stated threats
28 include denying any pending or future data requests, the creation of an adverse working

1 relationship with the CDE, and a possible effort to seek \$50,000 in damages from me personally.

2 A true and correct copy of this letter is attached hereto as **Exhibit B.**

3 7. The views expressed in my expert report are my own and not that of the Gardner
4 Center or Stanford University.

5 I declare under penalty of perjury of the laws of the State of California that the foregoing
6 is true and correct.

7 Executed in Palo Alto, California, this 7th day of August 2023.

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Thomas S. Dee, Ph.D.
August 7, 2023

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Exhibit	Description	Page No.
A	Agreement between CDE and John W. Gardner Center at the Stanford Graduate School of Education	4
B	Letter from CDE to Dr. Thomas Dee, dated July 24, 2023	37

EXHIBIT A

Designation of Authorized Representative and Data Protection Agreement

(For Research Conducted Under the FERPA Studies Exception)

This Designation of Authorized Representative and Data Protection Agreement (For Research Conducted Under the Family Educational Rights and Privacy Act (FERPA) Studies Exception) (Data Protection Agreement or Agreement), including all attachments, is made by and between the California Department of Education (CDE), having offices at 1430 N Street, Sacramento, CA 95814, and John W. Gardner Center at the Stanford Graduate School of Education (JGC), having offices at Redwood Hall, G12, 243 Panama Street, Stanford, CA 94305. In this Agreement, the CDE and JGC, are sometimes referred to individually as a "Party" and collectively as the "Parties."

1. Background

- a. The CDE is a California state educational agency for public K-12 educational programs.
- b. As more specifically set forth in Attachment A, JGC is an accredited public or private university, state or local agency or a non-profit research organization that is interested in acting as the CDE's authorized representative to conduct "studies for, or on behalf of, educational agencies or institutions, to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction" in accordance with 34 *Code of Federal Regulations* section 99.31(a)(6).
- c. JGC has requested data from the CDE which contains personally identifiable information (PII) from student records in order to conduct a research study (Study) for or on behalf of the CDE, all as described in further detail in Attachment A.
- d. FERPA generally prohibits the disclosure or re-disclosure of student records containing PII without parental consent, but provides an exception for state educational authorities who make such a disclosure to organizations conducting studies for, or on behalf of, educational agencies or institutions to:
 - i. Develop, validate, or administer predictive tests;
 - ii. Administer student aid programs; and/or
 - iii. Improve instruction.

- e. The CDE designates JGC as its authorized representative to conduct the Study as set forth in Attachment A for, or on behalf of, the CDE for one of the purposes set forth in Section 1.d. above.

2. Designation of Authorized Representative

- a. The CDE hereby designates JGC as its authorized representative to conduct the Study. JGC shall:
 - i. Conduct the Study: (i) as CDE's representative in accordance with all applicable law; (ii) in strict accordance with this Agreement, including all attachments and exhibits; and (iii) in a manner that limits access to the PII contained in Data only to individuals authorized to have access under this Agreement;
 - ii. Use the Data only to meet the purposes of the Study;
 - iii. Protect the Data, including all PII, from further disclosure or from uses not permitted pursuant to this Agreement; and
 - iv. Destroy the Data when no longer needed for the purposes for which the Study was conducted.
- b. JGC hereby accepts its appointment as authorized representative for the CDE.

3. Deadlines and Timelines

If the end date of any term referenced in this Agreement falls on a CDE non-working day, such as a weekend or holiday, it is understood to be extended to the next CDE working day.

4. Definitions

- a. "Data" means the data disclosed by the CDE to JGC under this Agreement as well as any aggregation, compilation or derivative of the Data, even if de-identified.
- b. "De-identified" means removed of all personally identifiable information so that no student can be identified by a member of the school community, whether through single or multiple releases, after taking into account other reasonably available information in accordance with the guidance provided by the U.S. Department of Education and the National Center for Education Statistics.
- c. "Local Education Agency" (LEA) means a school district or county office of education.

- d. "Personally identifiable information" (PII) means the definition of personally identifiable information set forth in FERPA at Title 34 Code of Federal Regulations section 99.3.
- e. "Study Report" means the unique academic publication of the analysis, findings, and conclusions reached in the Study, or in the case of a multi-phase Study, a particular phase of the Study.
- f. "Ancillary Study Documents" means any written or recorded speeches, presentations, academic briefs, articles, summaries, conference materials or other documents that are entirely derivative of the Study Report(s) released in accordance with the terms of this Agreement.

5. Term of Agreement

This Agreement will take effect upon its execution by the respective authorized representatives of the Parties, and will remain in effect until the sooner of December 31, 2023, or its termination.

This Agreement may be terminated by the CDE or JGC, with or without cause, upon written notice delivered to the other not less than fourteen (14) calendar days prior to the intended termination date. The termination of this Agreement will not negate obligations already incurred or required to be performed by JGC. The CDE may terminate the Agreement immediately upon confirmation of fraud, negligence, breach of confidentiality restrictions, or any violation of this Agreement.

6. Data Custodians

The following individuals shall be the data custodians who will be responsible for managing data transmission and security, including any related communications with the other Party. These persons may be changed upon advance written notice to the other Party.

- a. The CDE's data custodian is:

Jonathan Isler, Ph.D.
Administrator
Data Visualization and Reporting Office
California Department of Education
1430 N Street, Suite 5408
Sacramento, CA 95814
916-319-0306
jisler@cde.ca.gov

- b. JGC data custodian is:

Jorge Ruiz de Velasco
PhD, Deputy Director and Senior Research Associate
John W. Gardner Center (JGC)
Stanford Graduate School of Education
Redwood Hall, G12
243 Panama Street
Stanford, CA 94305
650-422-0911
jorge@stanford.edu

7. Rights and Responsibilities of the CDE

- a. The CDE has the right, but not the obligation, to disclose the Data to JGC for the purposes of the Study.
- b. This Agreement may be subject to disclosure pursuant to the Public Records Act (PRA) (*Government Code* Section 6250 et seq.). The CDE may post a copy of this Agreement, or information contained in this Agreement, on the CDE Web site at its discretion. Notwithstanding any obligation of confidentiality or non-disclosure between the Parties or any "confidential," "proprietary," or "privileged," marking on documents, all public records maintained by the CDE are subject to disclosure pursuant to the PRA and other applicable law, unless an exemption from disclosure applies.
- c. The CDE may review JGC's practices regarding the security and handling of PII and may seek written assurances from JGC, that Data provided under this Agreement is properly handled, and in such event, JGC agrees to permit the CDE to review JGC's practices and/or to provide written assurances to the CDE regarding JGC's handling of Data transmitted under this Agreement. The primary purpose of this provision is to ensure that appropriate policies and procedures are in place to protect PII and that PII is not at risk or has not been re-disclosed or released, in violation of this Agreement.
- d. The CDE shall be entitled to charge JGC for its costs to produce the Data. Attachment B provides an estimate for the costs to produce the Data.

8. Rights and Responsibilities of JGC

- a. JGC represents that CDE-supplied Data will be used to conduct only one Study and that a maximum of 4 Reports and 2 Presentations will be issued as a result of this Study, as further described and itemized in Attachment A. JGC will conduct the Study and issue the Study Report(s) [and Ancillary Study Document(s)] in accordance with the requirements in this Agreement and pursuant to the schedule described in Attachment A. Under no circumstances shall an individual school or LEA be identified or identifiable in the Study Report(s) [and Ancillary Study Documents(s)].
- b. JGC will notify the CDE of any unusual, unexpected, or otherwise significant developments as they occur and notify the CDE of the Study progress upon the deadline listed for each sub-part in the schedule in Attachment A.
- c. JGC acknowledges that the CDE has unique expertise in the Data and that Representative may not change the details of the Study methodology without obtaining the CDE's written approval, which shall not be unreasonably withheld.
- d. In conducting the Study, JGC shall not link the Data to any other data that it may have or may obtain, except as otherwise permitted in this Agreement. JGC agrees to use the Data disclosed under this Agreement for no purpose other than to conduct the Study and issue the Study Report(s) [and Ancillary Study Document(s)] unless otherwise permitted in writing by the CDE.
- e. JGC agrees to provide the CDE with an advance electronic copy of the Study Report(s) at least sixty (60) calendar days prior to its release for the following purposes:
 - i. To confirm the description and the use of the methodology set forth in Attachment A or as otherwise agreed by the Parties;
 - ii. To review for factual errors with respect to descriptions of Data provided by the CDE;
 - iii. To ensure the confidentiality of schools and LEAs included in the Study;
 - iv. To ensure confidentiality of student data with small cell sizes (i.e., groups of ten [10] or fewer students); and
 - v. To review for errors in assumptions, logic, or conclusions, misleading or confusing statements, and other substantive concerns.

- f. The CDE shall provide written comments on the Study Report(s) to JGC, if any, within forty-five (45) calendar days of receipt of the advance copy. The Parties may then take an additional fifteen (15) calendar days to address the CDE's comments and to obtain the CDE's final comments for publication in the Study Report(s), if any.
- g. JGC agrees to include in the Study Report(s) a footnote fully disclosing CDE's concerns, if such concerns are not satisfactorily resolved.
- h. JGC further agrees to provide the CDE with advance copies of all Ancillary Study Document(s) prior to release, according to the timeline established in Attachment A, so that CDE may confirm that statements are consistent with information contained in the Study Report(s) from which it is derived and that there is no inadvertent disclosure of PII. The CDE shall provide written comments regarding the Ancillary Study Document(s) to JGC, if any, pursuant to the schedule set forth in Attachment A. JGC shall not release any Ancillary Study Documents(s) if the CDE's concerns are not satisfactorily resolved.
- i. JGC represents and warrants that it has expertise in the area of information privacy, including FERPA compliance, and that it has designed and will implement and conduct the Study and issue any Study Reports [and Ancillary Study Document(s)] in accordance with all state and federal laws, including, without limitation, FERPA.
- j. Furthermore, JGC shall De-identify all Data contained in the Study Report(s) and Ancillary Study Document(s).
- k. JGC represents and warrants that it has expertise in information security and shall handle all Data (including all information handling, storage and data exchange protocols) in accordance with current best security practices, including maintaining the Data separate from all other data files that it possesses, and transferring all Data via secure electronic systems and/or networks. JGC shall comply with the procedures and practices set forth in the Security Plan for the CDE Supplied Personally Identifiable Information, Attachment C, as well as complying with any additional security protocols that may be issued by the CDE to JGC in the future, unless JGC has submitted and CDE's Information Security Officer has approved, in writing, alternative standards based on JGC's own data and information handling and security procedures and practices.
- l. JGC shall defend, indemnify, and hold the CDE harmless from any and all claims arising out of or in connection with JGC's acts or omissions in the transfer, disclosure, re-disclosure, security, use, or handling of the Data.

- m. JGC shall not re-disclose Data, even if aggregated and/or De-identified, to any other entity, organization or individual, without the CDE's written approval. The foregoing limitation does not prohibit JGC from the following:
- i. Disclosing Data to JGC's executives, employees, agents, consultants and subcontractors when necessary for purposes of conducting the Study and/or preparation of the Study Reports [and Ancillary Study Documents] so long as such disclosure complies with applicable law and meet the requirements set forth in this Agreement.
 - ii. Disclosing De-identified Data in the Study Report(s) and Ancillary Study Document(s) at forums such as academic lectures, speeches, presentations and conferences relating to the Study; or
 - iii. Sharing De-identified Data with other researchers or other third parties who are participating in a peer review of a Study Report.
- n. All work performed to conduct the Study by JGC will be done by JGC's executives, employees, agents or individual consultants retained by JGC, who have agreed to maintain the privacy of the Data by signing the CDE Confidentiality, Conflict of Interest, and Security Agreement (Attachment D) and who have a need to know the information in order for JGC to conduct the Study. Copies of all signed Confidentiality, Conflict of Interest, and Security Agreements must be submitted to the CDE by JGC with the signed Data Protection Agreement. Should at any time a new executive, employee, agent or individual consultant of JGC be hired by or otherwise become affiliated with JGC and require use or access of the Data for purposes of the Study, he or she must first also sign Attachment D and a signed copy must be submitted to the CDE's Data Custodian before any Data is provided to such individual.
- o. The Data provided to JGC may be disclosed to a subcontractor or research partner working for or with JGC but only if JGC receives the CDE's written approval in advance and only if the CDE has secured a separate signed Data Protection Agreement with the subcontractor or research partner and Confidentiality, Conflict of Interest and Security Agreements have been executed by each individual who will access the Data.
- p. The ability to access or maintain Data under this Agreement will not, under any circumstances, transfer from, or be assigned or subcontracted to, any

other individual, institution, organization, government, or entity without prior written approval from the CDE.

- q. In the event the relationship of JGC's employee, executive, agent or individual consultant changes or ceases, JGC shall ensure that the former employee, executive, agent or individual consultant no longer has access to any Data. Any continuing access by a former employee, executive, agent or individual consultant of JGC must be separately authorized through a separate written agreement with the CDE.
- r. JGC will promptly, but in no event more than two (2) hours of discovery of a possible compromise of the Data, contact the CDE's Data Custodian or his/her designee by phone and email to report in detail the incident where the confidentiality of Data was, or is believed to have been, compromised. JGC will promptly take corrective action to cure any security lapse, and shall commence an investigation into the incident. The CDE shall have the right to participate in the investigation, should it choose to do so.

JGC shall provide the CDE with a written report within thirty (30) calendar days of the incident, which shall include detailed results of the investigation, including a chronology of events, nature and significance of compromised data, scope and extent of the incident, corrective actions taken, mitigation efforts, notification efforts, and names, titles, and contact information of all personnel involved.

JGC shall not re-disclose PII in the process of describing the incident. If it is deemed necessary to re-disclose PII during the course of the communications, then a secure mechanism shall be employed, consistent with the specifications in Attachment C.

- s. JGC shall reimburse the CDE for any and all costs incurred by the CDE as a direct result of any security incident.
- t. JGC agrees to destroy all Data obtained for the Study under this Agreement, when requested in writing by the CDE, when the Agreement terminates, or when the Data are no longer needed for the purpose of the Study, whichever comes first. Destruction shall also occur prior to any merger, combination, acquisition, or other change in control of JGC, unless the CDE, at its sole discretion, gives prior written consent to the change in control and the appropriate parties execute any additional documents the CDE specifies in order to preserve or extend the obligations hereunder.
- u. Destruction of the referenced Data must be witnessed by one other person who can later attest that a complete, confidential destruction of the

Data occurred, including any derivative data which contains PII. Data destruction must occur on or prior to the termination of the Agreement. JGC 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.

- v. Under no circumstance will JGC or its representatives become owners or proprietors of any Data provided by the CDE pursuant to this Agreement.

9. Integration

This Agreement incorporates all the understandings between the CDE and JGC concerning the subject matter hereof. No prior agreement, verbal representations, or understandings will be valid or enforceable unless embodied in this Agreement.

10. Publicity

No press release or public announcement, including announcements on social media, relative to this Agreement or the services provided for herein may be released by JGC for any purpose without the prior written approval of the CDE.

11. Non-Waiver of Rights

No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. Neither the CDE's review, approval or acceptance of, nor payment for, any services under a separate Agreement will be construed to operate as a waiver of any rights or of any course of action available under the terms of this Agreement.

12. Assignment

This Agreement may not be assigned or otherwise transferred by JGC in whole or in part without prior written consent of the CDE. Subject to the foregoing, this Agreement will benefit and be binding upon the successors and assigns of the Parties hereto, but any prohibited assignment will be void.

13. Interpretation

Ambiguity in this Agreement, if any, will not be construed against either party, but will be resolved by applying the most reasonable interpretation of mutual intent under the circumstances.

14. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflicts of law provisions.

15. Severability

If any part, term, or provision for this Agreement will be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions will not be affected thereby.

16. Interests Adverse to the California Department of Education

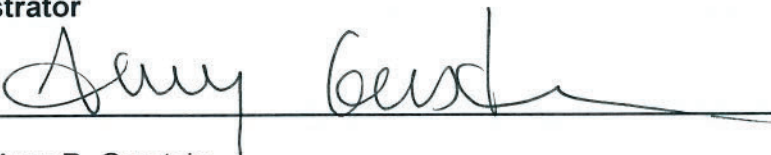
For the duration of this Agreement, JGC's employees, executives, and other representatives shall not voluntarily testify for, consult with, or advise a party in conjunction with any mediation, arbitration, litigation, or other similar legal proceeding where JGC) knows that party is adverse to the CDE, the State Superintendent of Public Instruction or the State Board of Education with respect to that mediation, arbitration, litigation or other similar legal proceeding. In the event that any of JGC's employees, executives, or other representatives do so, all rights to access and use of the Data provided under the terms of this Agreement are immediately terminated and the Data must be immediately returned to the CDE or destroyed, in addition to all other remedies available to the CDE for breach of the Agreement.

17. Amendments

The CDE Data Custodian has the limited authority to amend the data elements in Attachment A but only to the extent CDE believes necessary to do so to improve the Study. Any other change or modification to this Agreement must be in a formal written amendment document signed by a CDE Deputy Superintendent and authorized signatory of Representative.

In witness thereof, the Parties have caused this Agreement to be executed on the dates set forth below.

John W. Gardner Center at the Stanford Graduate School of Education's Contract Administrator


By: 

Name: Amy R. Gerstein

Title: Executive Director, JGC, Stanford Graduate School of Education

Date: 2-14-2022

California Department of Education

By: Mary Nicely  Digitally signed by Mary Nicely
Date: 2022.02.24 14:15:12 -08'00'

Name: Mary Nicely

Title: Chief Deputy Superintendent, Public Instruction

Date: _____

Attachment A

Study Description, Methodology, and Schedule

Principal Investigator(s): Tomas Dee, Professor

Name of Representative: John W. Gardner Center Stanford Graduate School of Education (JGC)

Type of Organization: Educational Research Organization

Study Title: The California Alternative Education Initiative

Control Number: 958

Study Description	Study Methodology
Total Duration of Study:	February 1, 2022 through December 31, 2023
Total Number of Study Reports and Ancillary Study Documents:	1 STUDY. 4 REPORTS. 2 PRESENTATIONS.
Study Report(s) Working Title(s):	Descriptive Report: How are Alternative Schools Responding to the DASS Indicators.
Description of the Study:	This is a study of how California alternative schools and districts are responding to the accountability indicators on the Dashboard Alternative School Status (DASS).
Data Types to be Provided:	DATA ELEMENTS <ul style="list-style-type: none"> • Student identifiers and demographic information (SSID, SENR, SINF, SELA, SPRG) <ul style="list-style-type: none"> ○ SSID and Local Student ID ○ Student name ○ Student date of birth ○ Gender ○ Gender Identity/LGBTQ

Study Description	Study Methodology
	<ul style="list-style-type: none"> ○ Race/Ethnicity ○ Highest parent education level ○ SED Flag (if available) ○ Residential zip code (if available) ○ Primary language ○ English language acquisition status <ul style="list-style-type: none"> ▪ Date first Identified as EL ▪ Home Language ○ RFEP Status <ul style="list-style-type: none"> ▪ Data Redesignated ▪ School where Redesignated ○ Pregnant/Parenting ○ Recovered Dropout ● Student enrollment <ul style="list-style-type: none"> ○ Date student first entered the district ○ Initial US entry date ○ School(s) of attendance (CDS Code) <ul style="list-style-type: none"> ▪ School Type ▪ EdOps Code ○ Grade level ○ School enrollment start date ○ School enrollment exit date ○ School exit code/reason ○ School completion status ● Program Participation/Assignment. (SPED file)

Study Description	Study Methodology
	<ul style="list-style-type: none"> ○ Free or reduced-price meals ○ Special education <ul style="list-style-type: none"> ▪ IEP ▪ Disability Code ○ 504 accommodation plan (flag) ○ Homeless flag ○ McKinney-Vento Indicator <ul style="list-style-type: none"> ▪ Dwelling type ▪ Foster Status ○ Migrant Status ● School attendance (for each school that a student was enrolled in during academic year) (STAS File) <ul style="list-style-type: none"> ○ Number of days enrolled ○ Number of days present and/or number of days absent (excused and unexcused) ○ Chronic Absence Flag ○ Student Flagged as not Eligible for Chronic Absence Flag ● Academic achievement (CRSC, SCSC, PSTS, WBLR, SCTE) <ul style="list-style-type: none"> ○ State assessment data (e.g. CAASPP - Math/ELA, ELPAC, CELDT) <ul style="list-style-type: none"> ▪ Alternative Assessment data administered to eligible students with IEPs. ○ ACT/SAT Test taken ○ AP Courses ○ <i>Course attempted/completed</i> <ul style="list-style-type: none"> ▪ <i>Course grades</i> ○ <i>Cumulative GPA, GPA by term (if available), weighted & unweighted GPA (if available)</i>

Study Description	Study Methodology
	<ul style="list-style-type: none"> ○ UC/CSU eligibility (e.g. course meets A-G requirement, UC/CSU requirements met) ○ Credits attempted and completed ○ CHESPE Attempted/Passed ● CCI Variables <ul style="list-style-type: none"> ○ Graduate meeting UC/CSU requirements (a-g Completion flag) ○ Other CCI Data Collected <ul style="list-style-type: none"> ▪ State Seal of Biliteracy flag ▪ Pre-Apprenticeship Certification Program flag ▪ Pre-Apprenticeship Program (Non-certified): ▪ State or Federal Job Program: ▪ Transition Work-Based Experience/Transition Classroom-Based Work Exploration ▪ Paid Internships ▪ Pre-apprenticeships ▪ State/Federal Jobs flag ▪ CTE Pathway/Course Sequence Completion ● Disciplinary data (SINC, SOFF, SIRS Files) <ul style="list-style-type: none"> ○ Suspensions and expulsions ○ Suspension duration ○ Other Disciplinary Referrals Reported ○ Date of incident occurrence ○ Other Disciplinary action taken ○ School of attendance when incident occurred <p>Active DASS List (For all DASS schools in the years 2014-15 to 2019-20, inclusive.)</p>

Study Description	Study Methodology
	<p align="center">(AAU DASS List)</p> <p>School-Level Census and Cumulative Enrollment File (For all DASS schools in the years 2014-15 to 2019-20, inclusive.)</p> <ul style="list-style-type: none"> • School CDS Code • School Name • District • City • County • Grade Span (lowest/highest) • School Type • Charter Flag <ul style="list-style-type: none"> ○ LF/DF • Census Date Total School Enrollment • Cumulative School Enrollment <p>Of Cumulative Enrollment, number enrolled less than (<45) calendar days total during year in question.</p>
Format of the Data:	Comma Delimited
Method of Data Delivery:	Secure FTP procedure
Study Methodology:	<p>The purpose of this proposed research-practice partnership is two-fold. We seek first to respond directly to the CDE's research priorities in four areas: (1) the promotion of equity in public school opportunities, (2) improved culture and climate for learning in all schools, (3) the improvement of college and career readiness skills of youth in alternative settings, and (4) an improved understanding of how schools and districts are responding to new accountability standards reflected in the developing DASS. Second, we seek to pursue basic research/program evaluation questions that are critical to educators and stakeholders in California and across the nation who are concerned with youth in alternative "second chance" pathways to a high school diploma.</p>

Study Description	Study Methodology
	<p data-bbox="526 296 821 327">I. Basic Descriptives</p> <p data-bbox="526 365 1398 552">An initial step is to develop a set of accurate and actionable basic descriptives for youth in alternative settings that will assist the CDE and other stakeholders to better inform understanding of the scale and scope of the system, as well as to prioritize and design a long-term policy development and leaning agenda. These will include:</p> <ul data-bbox="526 596 1425 1759" style="list-style-type: none"> <li data-bbox="526 596 943 627">• District/County Descriptives: <ul data-bbox="574 642 1406 953" style="list-style-type: none"> <li data-bbox="574 642 1406 709">○ What percent of 16–20-year-olds in California are enrolled in alternative schools (including DASS Charters) <ul data-bbox="618 724 1370 791" style="list-style-type: none"> <li data-bbox="618 724 1370 791">▪ Breakdown in enrollments and attendance patterns by school type /region (e.g., Continuation, CDS) <li data-bbox="574 806 1281 873">○ How do schools vary within the legislatively-defined categories? <ul data-bbox="618 888 1403 953" style="list-style-type: none"> <li data-bbox="618 888 1403 953">▪ School size (enrollment) across counties/districts (within and across school types) <li data-bbox="526 974 1414 1041">• School Population Descriptives (including Statewide, District and Relevant County/Geographic Comparisons) <ul data-bbox="574 1056 1036 1430" style="list-style-type: none"> <li data-bbox="574 1056 813 1087">○ Race/Ethnicity <li data-bbox="574 1102 1036 1134">○ Gender/Gender Identity/LGBTQ <li data-bbox="574 1148 841 1180">○ EL/RFEP status <li data-bbox="574 1194 873 1226">○ Students with IEPs <li data-bbox="574 1241 1036 1272">○ Homeless, Highly Mobile Youth <li data-bbox="574 1287 935 1318">○ Pregnant and Parenting <li data-bbox="574 1333 711 1365">○ Foster <li data-bbox="574 1379 898 1411">○ Recovered Dropouts <li data-bbox="526 1444 1122 1476">• Culture, Climate & Engagement Statistics <ul data-bbox="574 1491 1425 1759" style="list-style-type: none"> <li data-bbox="574 1491 1382 1558">○ What are the Attendance Patterns (across multiple school years)? <li data-bbox="574 1572 1425 1675">○ How do suspension/expulsion/involuntary transfer rates differ pre-post enrollment in AS (Alternative Schools) and across time in AS schools? <li data-bbox="574 1690 1328 1759">○ Justice/System-involved Youth (on probation/in Court Schools)

Study Description	Study Methodology
	<p data-bbox="529 306 1219 338">II. Achievement Patterns on new DASS Measures</p> <p data-bbox="529 371 1422 501">Another area on which we could begin work in the near-term is to pursue data analyses that will allow for an assessment of how districts and schools are responding to new accountability pressures and performance incentives created by DASS implementation.</p> <ul data-bbox="529 541 1442 1131" style="list-style-type: none"> <li data-bbox="529 541 1442 672">• What is the trend in <i>One-year Graduation Rates</i> (by school/district and across 4 school years)? How do those trends vary by school size or by differences in the availability of capital or human resources in schools? <li data-bbox="529 695 1414 758">• What are the trends in performance and participation on the <i>11th Grade Standard Assessments</i>? <li data-bbox="529 781 1442 978">• What are the <i>Positive Transition Rates</i> for youth in alternative settings across 3-4 years (as proposed in the Advisory Task Force Report available at: https://gardnercenter.stanford.edu/publications/report-recommendations-california-advisory-task-force-alternative-schools). <li data-bbox="529 1001 1442 1131">• What are the emerging patterns in access to/completion of College and Career Readiness Indicator (CCI) Opportunities (e.g., paid Internships, Workplace Learning, Dual Enrollment, CTE Pathways or course sequences)? <p data-bbox="529 1167 943 1199">III. Basic Research Questions</p> <p data-bbox="529 1232 1442 1793">With access to detailed yearly student-level data, the CDE and Gardner Center researchers will be equipped to investigate even more policy-relevant research questions using rigorous statistical methods. For example, CDE leadership has been interested in the degree to which student assignment to a continuation school affects students' credit recovery, graduation rates, and positive postsecondary and labor market outcomes. Assignment rules vary from district to district, and often students have a choice to recover credits through a credit recovery program at a comprehensive school, independent study, or by attending a continuation school. By leveraging variation in assignment rules across districts, we can identify achievement and attainment effects of students' attending continuation schools versus other options that may be available to them. Similarly, we can use those student-level data to evaluate how student assignment to an "at risk of not graduating" label affects those same outcomes. We recognize that we may need to supplement the study with data elements obtained directly from District</p>

Study Description	Study Methodology
	<p>research/administrative files where relevant data are not collected in CALPADS. See e.g., recommendations of the Center for American Progress: Center for American Progress, (2018) Blueprint for Accountability Systems for Alternative High Schools (CAP, June 15, 2018, Washington DC) available at: https://www.americanprogress.org/issues/education-k-12/reports/2018/06/15/452011/blueprint-accountability-systems-alternative-high-schools/</p> <p>Another project of interest involves learning more about how the new College and Career Readiness Indicator (CCI) in the DASS promotes the availability and access to those opportunities in alternative schools (e.g., paid internships, dual enrollment, CTE course sequences). Detailed state-wide student-level data can also help us to better understand how participation in college and career-oriented pathways or CTE sequences influence credit attainment (including dual enrollment credits) and postsecondary outcomes, particularly among EL, RFEP, and foster youth. We would also like to better understand variation in the characteristics of dual enrollment programs (i.e., is the course taken at a community college or home campus, and what kind of college credit is received?). That could include linking dual enrollment as well as career and technical program data with postsecondary attainment information.</p> <p>We are also interested in evaluating the effects of California's AB 167 (2010)/AB 216 (2013) graduation policy that allows foster youth who complete two years of high school to graduate with state minimum requirements rather than the district's requirements. This kind of analysis is difficult to achieve by relying only on district-provided data due to the relatively small number of foster youth in a given district and their high mobility across the state. By drawing on state-wide student-level data longitudinally both before and after the law came into effect, we can provide credibly causal evidence of the program's effectiveness on foster youth's academic achievement, graduation rates, and level of mobility through their time in high school.</p>
<p>Alignment to the CDE's Research Priorities:</p>	<p>Since 2007, numerous reviews by the LAO and others have emphasized the dearth of actionable data on alternative school performance, which has hindered the development of more meaningful performance expectations, as well as the CDE's ability to effectively monitor their performance easily over time (LAO 2007, 2015, JGC 2013). There is also a lack of relevant, publicly reported data on the size, scope, attendance, and distribution of the</p>

Study Description	Study Methodology
	<p>populations served in alternative settings even though they are intended to serve students who have experienced multiple barriers to learning and are vulnerable to dropping out.</p> <p>Our longer-term research interests exist squarely at the intersection of the CDE Research Priorities for equity and for college and career readiness. We intend to address questions of equity in educational opportunity by measuring the impact of continuation schools on attainment for marginal graduates. We could use CALPADS data to examine the outcomes of specific student subgroups such as ELs, RFEPs and Foster Youth who enroll in alternative schools. Understanding which educational options programs best serve students can inform program assignment and reduce gaps in graduation outcomes between groups.</p> <p>Additionally, we are interested in whether a student in a continuation school has comparable opportunities to obtain dual enrollment credit, workplace experience or industry certification to a student in a traditional high school. Measuring the extent to which this access varies by district can illuminate potential geographic inequalities in opportunity for California's students.</p> <p>We believe this research can inform best practices for assigning credit deficient students to remedial programs and designing those programs to best serve key subgroups. Additionally, by incorporating information on school spending and dual enrollment opportunities we can highlight potential gaps in access to high quality instruction and programming for students enrolled in alternative schools both between and within districts.</p>
Study/Project Funding Source(s) and contact information:	<p>Initial funding for this project will come from public interest grants the JGC has received from the Stuart and Hewlett Foundations, which have authorized approximately \$120,000 of project funds for this study.</p>

*Note that the CDE may, in coordination with JGC, add or remove data variables as deemed necessary to allow the JGC to perform the Study as indicated and to ensure compliance with law. Any additional data variables provided to JGC by the CDE constitutes "Data" and will be subject to all of the same provisions in this Agreement including data destruction.

Schedule Detail	Date
Anticipated Data Delivery	February 21, 2022
Enrollment Data Brief	April 30, 2022
Demographics Data Brief	May 31, 2022
Data Brief on Positive Transition Rates	June 30, 2022
Final Draft of Study Report Delivery to the CDE	August 31, 2022
Anticipated Date of Publication	September 30, 2022
Data Destruction	December 31, 2023

Attachment B

California Department of Education Cost Estimate for Data Extraction and Compilation (Education Code Section 49079.7)

Study Title: The California Alternative Education Initiative

Control Number: 958

Activity	Number of Hours/Copies	Rate	Total
Administrative functions, including, but not limited to, activities to understand, clarify, and document the data request and processing.	10	\$65 per hour	\$650
Data processing, redaction of personally identifiable information (PII) and data encryption.	20	\$65 per hour	\$1,300
Duplication.	N/A	\$0.15 per page	N/A
Total	30	\$65 per hour	\$1,950

(Cost estimate provided by the California Department of Education.)

Attachment C

Security Plan for the California Department of Education Supplied Personally Identifiable Information

Study Title: The California Alternative Education Initiative

Control Number: 958

Physical Location of Data

Primary Location

Project Office Address: Gardner Center, GSE, Redwood Hall, Rm G12,
Stanford, CA 94305

(No cloud storage or P.O. Box number. Specify building name, department, room number, street address, city/state/zip, and office/room number.)

Project Office Phone Number: 650-422-0911

Project Office E-mail Address: jorge@stanford.edu

Secondary Location

(If applicable)

Secondary Office Address:

(No cloud storage or P.O. Box number. Specify building name, department, room number, street address, city/state/zip, and office/room number.)

Secondary Office Phone Number:

Secondary Office E-mail Address:

Note: When the personally identifiable information (PII) data are not being used, the PII data must be securely stored in accordance with the technical requirements. Only authorized users of PII data (i.e., those who have completed Attachment D, the Confidentiality, Conflict of Interest, and Security Agreement) may have access to the PII data.

California Department of Education Security Requirements

Technical Requirements for Handling of PII Data

1. Storage administration should include the strict control and accessibility of all storage media.
2. All storage media should be inventoried on an annual basis, or sooner as dictated by clients, regulatory, or other contractual agreements.
3. Wherever possible, physical backup and transfer should be avoided or eliminated in favor of electronic transfer of encrypted backup files.
4. All data files and databases containing PII data will be encrypted using currently approved National Institute of Science and Technology (NIST) algorithms when being electronically transferred across an internal network. That list of Cryptographic Standards and Guidelines can be found at: <https://csrc.nist.gov/Projects/Cryptographic-Standards-and-Guidelines>. All data files and databases containing PII data will be encrypted using currently approved NIST algorithms and Federal Information Processing Standard (FIPS) 140-2 mode or FIPS 140-2 approved ciphers when being electronically transferred across a public network.
5. All data files and databases that contain PII data that are backed up to physical media for transfer to secondary storage will be encrypted utilizing a FIPS 140-2 validated encryption solution. No unencrypted intermediate backup files will be created.
6. Physical media containing PII data should be maintained in a secure environment prior to its transfer offsite.
7. Physical media containing PII data should be monitored during the internal shipping process and must never be left unattended before handoff to the shipper.
8. Physical media containing PII data should be shipped in locked containers with no special markings or other indications of the sensitive nature of the contents.
9. Shipping procedures should include a positive acknowledgement of receipt of encrypted backup files at the destination.

Security Plan

The security plan must address the storage, transfer, and access of the California Department of Education (CDE) supplied Data, which includes PII, as well as any confidential study documents subject to this Data Protection Agreement.

Storage Security

Each Party acknowledges that the CDE-supplied data is to be securely stored in a locked repository identified as the physical location of the data in this Attachment. The CDE-supplied data and study work containing PII will use currently approved NIST algorithms for encryption and FIPS 140-2 mode or FIPS 140-2 approved ciphers for data at rest.

(Please describe the PII storage security arrangements.)

The security arrangements on JGC's secure data serve have been reviewed and approved by Stanford's Information Security Office.

Security Setup

The secured server is located in Stanford's ITS Data Center, which provides required security arrangements like controlled access, security camera monitoring, locked server racks.

Four levels of firewalls control server access: Stanford perimeter firewall, administrative firewall, network access control and local server firewall.

Administrative firewall is configured to deny access to any ports except RDP (Remote Desktop Protocol), which is used by authorized JGC users. All outbound connections from the server except RDP connections are also denied.

Use of RDP as single protocol for data access and transfer narrows the possible attack vector to minimum possible.

JGC server requires RDP clients to establish SSL encrypted channel to connect to the server. This ensures safety of data in transit from user's workstations to the server.

To access the server from the remote terminal in Redwood Hall users must connect through Virtual Private Network (VPN). VPN connection requires installation of the client and authentication with SUNet ID and password.

Stanford University Network Access control requires authentication from remote users before they are allowed to access the network, where the server is located. Users are authenticated with their SUNet ID and password.

Authentication to VPN and SUNAC services leverages secure Stanford Directory Infrastructure to verify the identity of the users.

To login to the server separate user id and password are required. Authentication relies on accounts stored in Stanford Windows domain. Dual authentication with different user names and passwords ensures that even if one set of credentials is compromised, data security is not impacted.

Unprivileged user accounts are locked down and provide access only to applications and areas of the server, which are necessary for research data storage and processing.

Server is regularly backed up using CrashPlan software. Backup data is encrypted at the time.

Transfer and Access

Each party acknowledges that access to the CDE-supplied data and any study work containing PII shall be limited to the Principal Investigator and Study Project Staff who are identified in Attachment D and any other persons approved by the CDE in writing who have signed Attachment D. The CDE-supplied data and study work containing PII will use currently approved NIST algorithms for encryption and FIPS 140-2 mode or FIPS 140-2 approved ciphers during transmission.

(Please describe the transfer and access arrangements for the PII.)

Hardware, Software, and Network

Workstation which is used to access the server is:

Bound to Stanford Active Directory domain.

Run antivirus software.

Run patch management software.

Have their hard disks encrypted.

Upload and removal of the data on the server are allowed from a single workstation used from a secure location (Redwood Hall, Room 12G).

Transfer of data to/from CDE shall be via FTP or AFS procedures.

Access to directories that hold CDE restricted data will be via two-step authentication and restricted by the JGC data manager who will monitor (with support from Stanford IT) that only those CDE and IRB approved researchers who are authorized can gain access to the restricted data directories.

At no time is raw restricted data stored on Laptops or cloud-based servers.

National Institute of Standards and Technology (NITS) - approved encryption is required when transmitting information through a network. Third party email services are not appropriate for transmitting Prohibited information. Prohibited numbers may be Masked instead of encrypted. We will use approved FTP for data transfer to/from our secure server.

Each party acknowledges that access to the CDE-supplied data and any study work containing PII shall be limited to the Principal Investigator and Study Project Staff who are identified in Attachment D and any other persons approved by the CDE in writing who have signed Attachment D. CDE-supplied data and study work containing PII will use TLS 1.2 encryption and FIPS 140-2 mode or FIPS 140-2 approved ciphers during transmission.

Computer Security (Computer Workstation Security)

Information Security Office (ISO)

The Information Security Office and IT Services provide central network and computing security services that include blocking traffic at the campus network perimeter and at firewalls, preventive scanning, automated and streamlined systems for incident response, and timely notifications and alerts.

The Information Security Office oversees the Stanford community's efforts to protect its computing and information assets and to comply with information-related laws, regulations, and policies. The office reports to the university's senior management through the **Office of the Vice President for Business Affairs and Chief Financial Officer**.

The ISO's approach to security is more proactive than reactive, although we naturally give priority response to incidents that have institution-level impact or that require university-wide coordination. The ISO gives special priority to systems containing data classified as Prohibited or Restricted.

Security Patch Management

Stanford uses IBM Tivoli Endpoint Manager—built on BigFix technology—to deploy patches and updates to Windows and Macintosh computers. BigFix also provides a consistent and reliable way to remotely configure power settings. BigFix is administered by IT Services in collaboration with others across the University.

The BigFix Patch Management service provides the following benefits:

- It allows Stanford to install critical security patches on computers as soon as they're made available by Microsoft and Apple and tested here.
- Release of patches occurs after broad campus-wide testing and follows a rigorous, but rapid, procedure.
- BigFix is an agent-based software solution. Each computer communicates with the BigFix server to determine its patch status. The server automatically applies appropriate updates once they have been released.

- Certain basic inventory information about the computer—such as the presence or absence of critical security updates, IP address, operating system, and some hardware data—is collected. A complete list of collected information is always available.

Virus protection

Sophos Anti-Virus is Stanford's site-licensed anti-malware software. It can protect computers against viruses, adware/spyware, and other malicious software.

Encryption

The purpose of the Stanford Whole Disk Encryption (SWDE) service is to protect Restricted and Confidential Data that must be worked on in faculty and staff computers.

The Stanford Whole Disk Encryption service is for both Windows and Macintosh desktop and laptop computers. This service secures data using standard NIST-approved encryption of the computer hard disk. Once installed, all files are automatically encrypted. The data is protected while the computer is in standby or hibernation mode as long as the hard disk is password protected. This solution additionally supports encryption of USB drives.

While there is no single solution to protect the university's data, Stanford Whole Disk Encryption protects all data on a hard disk from unauthorized access in the event the computer is lost or stolen.

- Only the SWDE passphrase holder is authorized to access the data, which protects the data if a computer is lost or stolen.
- Every computer using SWDE automatically checks in with a logging and administrative server on a regular basis. In the event of loss or theft of a computer with Restricted Data, Stanford policy requires notification of the Information Security Office (ISO). ISO in turn will use the log to determine if a lost or stolen computer is a "reportable" event, requiring notification of persons/organizations whose data may have been lost or stolen.
- In the event a user loses or forgets a passphrase, the IT Services Help Desk can assist in accessing the computer so that a passphrase can be reset.
- All JGC computers that use whole-disk encryption can be unencrypted (with the assistance of IT Services to guarantee the integrity of the audit trail).

Each party acknowledges that all computer systems (hardware and software applications) used to perform this Study shall be properly secured and maintained. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to the computer systems that are used to conduct this study.

Computer Operating System: Microsoft Windows OS

Anti-virus Software Installed on Computer: Sophos Anti-Virus (Proprietary to Stanford)

Signatures – Management Review and Approval

I have reviewed the requirements of the security procedures in Attachment C that describe the required protection procedures for securely storing, transferring, and accessing the PII and will ensure compliance.

I hereby certify that the computer system, physical location(s), security procedures, and access procedures meet all of the requirements listed above and will be implemented for the duration of the project.



Dated: 2/14/22

Principal Investigator Signature

Thomas Tomas Dee, Professor

Principal Investigator - Name and Title (*Please print.*)



Dated: 2/14/2022

Information Security Officer (or Designee) Signature

Charlotte Woo, Data Manager and Analyst

Information Security Officer (or Designee) - Name and Title (*Please print.*)

Phone Number: 650-799-3799

Attachment D

California Department of Education Confidentiality, Conflict of Interest, and Security Agreement

Principal Investigator: Tomas Dee, Professor

Representative: John W. Gardner Center at the Stanford Graduate School of Education (JGC)

Study Title: The California Alternative Education Initiative

Control Number: 958

JGC is entering into a Designation of Authorized Representative and Data Protection Agreement (Data Protection Agreement) to conduct a research study (Study), listed above, for or on behalf of the California Department of Education (CDE). The Study requires the Principal Investigator and designated Study Project Staff to access and work with personally identifiable information (PII) provided by the CDE from student records for the purposes of the Study. All persons who access the PII must be aware of the limited purposes for which these data are being made available, and of the federal and state laws governing their availability and use. This acknowledgement is intended to ensure attention to and compliance with these requirements by the Principal Investigator and all Study Project Staff. The Principal Investigator and all Study Project Staff must sign a copy of this form prior to accessing any CDE-supplied data containing PII. All signed forms must be received by the CDE before the data for the Study are delivered.

Confidentiality

ACKNOWLEDGEMENT REGARDING THE HANDLING OF PERSONALLY IDENTIFIABLE INFORMATION

By my signature, I acknowledge and agree to the following:

1. These data are being provided by the CDE for the sole purposes of performing a research Study as detailed in the Agreement between the CDE and JGC. JGC has made copies of the Agreement available for my review. The data being provided by the CDE and any aggregations, compilations or derivatives thereof (collectively, Data) may be accessed and used only for the purposes of the Agreement as required by my job duties. The Agreement does not allow me to make any discretionary use of the data. I will only facilitate or provide access to the data to employees designated by JGC who have executed their own copy of this Attachment D and who need access to perform the Study.

2. Data being provided under the Agreement include student education records protected by federal and state laws and attendant regulations. The CDE must adhere to the privacy protection requirements in federal and state law, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), as amended (*20 United States Code § 1232g* and *34 Code of Federal Regulations Part 99*); the California Information Practices Act (*California Civil Code Section 1798 et seq.*); *California Education Code* sections 49079.5 and 49062 et seq.; and Article 1, Section 1 of the *California Constitution*. In compliance with these laws, I shall observe the following provisions:
 - a. If processing requirements for PII do not necessitate that I print, display, or otherwise personally view the PII, I shall refrain from doing so.
 - b. If processing requirements necessitate that I print, display, or otherwise personally view PII, it will be done in a manner that prevents the disclosure of PII to or by unauthorized personnel or those not involved in the Study.
 - c. Every hardcopy that contains PII shall be stored in a secure location in accordance with Attachment C of the Agreement, such as a locked desk or file cabinet, except when in use for the purposes for which it was provided. Each electronic file shall be stored in secure computer facilities with strict data processing controls.
 - d. I will not share or re-disclose the data received under this Agreement with any other entity, organization or individual without prior written approval from the CDE nor will I make electronic or paper copies of the Data for myself or other persons or employers.
 - e. If I detect a breach or possible compromise in the security of the Data or learn of a possible breach from other personnel, I shall immediately (but in no event more than two [2] hours) bring it to the attention of the Data Custodian for appropriate reporting to the CDE.
3. If the Study includes data that are or will be linked to other data resources (e.g., workforce or social services data), there may be additional federal and state requirements with respect to defining and handling confidential data that may need to be referenced. The data used for this Study may not be linked to other data unless expressly permitted in the Agreement.
4. Access to PII is limited to computers and settings that comply with the Security Plan in Attachment C of the Agreement.
5. If there is any change in my responsibilities—including reassignment, promotion, or termination—that affect duties with regard to performing the Agreement, I understand that my authority to access and manipulate data files may be immediately revoked by JGC and, in any event, I will immediately cease from

storing, accessing, or manipulating Data except as my new duties require in order to perform the Agreement for or on behalf of the CDE.

6. During the course of the Agreement, I will not voluntarily testify for, advise or consult with parties that I know to be adverse to the CDE, the State Superintendent of Public Instruction, or the State Board of Education in any mediation, arbitration, litigation, or other legal proceeding.
7. In the event that I have been found to use the Data in ways other than those permitted under the Agreement or I affirmatively disclose the Data to any individual or third party not allowed access to the Data under this Agreement, damages might be difficult to calculate. On that basis, I agree to pay liquidated damages in the amount of \$50,000 for such incident.

Conflict of Interest

I certify that I have no personal or financial interests and no present employment or activity which would be incompatible with my participation in any activity related to the Study documented in the Agreement. For the duration of my involvement in the Study, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or proposer associated with the Study.

Security

I certify that I have received information security training from JGC within the past 12 months that has been and will continue to do so annually as long as I have access to the data. I have reviewed the requirements of the security procedures outlined in Attachment C that describe the required protection procedures for securely storing, transferring, and accessing the PII Data. I hereby certify that the computer system, physical location(s), security procedures, and access procedures meet all of the requirements outlined in Attachment C and will be implemented for the duration of the Study.

Signatures – Management Review and Approval

I hereby certify that I will comply with the confidentiality, conflict of interest, and security procedures as outlined in this Confidentiality, Conflict of Interest, and Security Agreement, inclusive of the Data Protection Agreement, and that the CDE has the right to enforce these provisions individually against me in a court of law, even after the expiration of the Data Protection Agreement.



Dated: 2/14/22

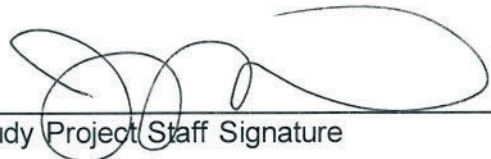
Principal Investigator Signature

Thomas

Tomas Dee, Professor

Principal Investigator - Name and Title (*Please print.*)

Phone Number: 650-422-0911



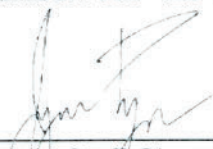
Dated: 2/14/2022

Study Project Staff Signature

Jorge Ruiz de Velasco, PhD, Deputy Director and Senior Research Associate

Study Project Staff - Name and Title (*Please print.*)

Phone Number: 650-422-0911



Dated: 2/14/2022

Study Project Staff Signature

Jaymes Pyne, PhD, Research Associate

Study Project Staff - Name and Title (*Please print.*)

Phone Number: 650-394-6640



Dated: 2/14/2022

Information Security Officer (or Designee) Signature

Charlotte Woo, Data Manager and Analyst

Information Security Officer (or Designee) - Name and Title (*Please print.*)

Phone Number: 650-799-3799

EXHIBIT B



**CALIFORNIA DEPARTMENT
OF EDUCATION**

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

July 24, 2023

Dr. Thomas Dee, Faculty Director
John W. Gardner Center for Youth and Their Communities
Stanford University Graduate School of Education
520 Galvez Mall
Stanford, CA 94305-3096

Dear Dr. Dee:

Subject: Notice of Breach and Demand to Mitigate Damages

I am writing to notify you that you are in breach of our Authorized Representative and Data Protection Agreement for Data Request #958 executed by Stanford University on February 24, 2022 (the Agreement), and in breach of your personal obligations under the Confidentiality, Conflict of Interest and Security Agreement signed by you on February 14, 2022 which is attached as Exhibit D to the Agreement (Exhibit D). A copy of the Agreement, including Exhibit D is attached for your convenience as Attachment 1 to this letter. The California Department of Education (CDE) is suspending any obligations or commitments under the Agreement with Stanford, demands mitigation of damages and reserves all its rights.

Your Breach

Specifically, the plaintiffs (Plaintiffs) in the matter of *Cayla J., et al. vs State of California, et al.* pending in Alameda Superior Court (*Cayla J.*) have listed your name as an expert witness testifying against the CDE. Further, the Plaintiffs in *Cayla J.* have submitted a declaration signed by you in support of their opposition to CDE's motion for summary judgment. A copy of the declaration is attached for your convenience as Attachment 2 to this letter.

Your Legal Obligations

This letter is to remind you of your obligations as the CDE's authorized representative performing research for and on behalf of the CDE. As CDE's authorized representative, in both paragraph 16 of the Agreement and paragraph 6 of the confidentiality provisions in Exhibit D, you agreed that you would not "testify, advise or consult" for any party other than the CDE or the State Board of Education. This prohibits any work for Plaintiffs in *Cayla J.* Furthermore, both Paragraph 8.d of the Agreement and Paragraph 7 of Exhibit D prevent you from using any Data for any purpose other than the studies

Dr. Thomas Dee

July 24, 2023

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set forth in the Agreement, unless agreed to in writing in advance by the CDE. Also, please be aware that “Data” is defined in Paragraph 4.a of the Agreement to include not only the actual data disclosed by the CDE to Stanford University under the Agreement, but also “any aggregation, compilation or derivative of the Data, even if de-identified.”

Accordingly, you may not testify for, advise or consult with the *Cayla J* Plaintiffs, nor may you disclose the data provided by the CDE or de-identified compilations, aggregations or other derivatives of the data provided by the CDE. Because these provisions bind Stanford University as well as you, we are copying Stanford University pursuant to the notice provisions. At a minimum, the declaration you filed breaches these provisions of our agreement.

Demand

The CDE requires that you immediately cure any breach, to the extent you can, mitigate further damage and come into full compliance with the Agreement and Exhibit D.

To avoid any misunderstanding caused by the Letter, the CDE reserves all its rights, including the right to enforce the Agreement and Exhibit D to the full extent of the law. This includes, but is not limited to, seeking an injunction prohibiting any further declarations or any testimony, terminating the agreement and the underlying research that is the subject of the Agreement, denying any pending data requests in which you are involved and seeking the \$50,000 in liquidated damages in paragraph 7 of Exhibit D against you personally. Also, be aware that your actions have adversely impacted your working relationship with CDE and your response to this letter is critically important to existing and future collaborations between us.

Please provide CDE with a corrective action plan indicating the schedule for steps you have taken or will take to mitigate the damage caused by your breach, along with written assurance that you will continue to abide by the terms of the Agreement, including Exhibit D, as outlined in this letter, by 5 p.m., on Wednesday, July 26, 2023.

For additional questions regarding this letter, please contact me by email at ckazanis@cde.ca.gov.

Sincerely,

Cindy Kazanis
Cindy Kazanis, Director

Digitally signed
by Cindy Kazanis
Date: 2023.07.24
07:35:59 -07'00'

Analysis, Measurement, and Accountability Reporting Division

cc: Amy R. Gerstein, Executive Director, John W. Gardner Center
Jonathan Isler, Data Custodian, California Department of Education
Jorge Ruiz de Velasco, Data Custodian, John W. Gardner Center