



**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

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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, Director
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