

Attachment E

Joinder Agreement – Alvord Unified School District and CORE Districts Data Use Agreement

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of July 1, 2021 by and among the undersigned Alvord Unified School District (hereinafter referred to as LEA), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated February 2019 ("the Data Use Agreement").

LEA hereby agrees that upon execution of this Joinder, LEA shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

As the data in this Data Use Agreement is part of a collective project for the Riverside County Office of Education, data may be collected and organized first by the Riverside County Office of Education and then provided to the parties named in the Data Use Agreement.

LEA: Alvord Unified School District

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

Name: Sherri Kemp, Ed.D.

Title: Assistant Superintendent,  
Educational Services

Address: Alvord Unified School District

9 KPC Parkway

Corona, CA 2879

Phone: 951-509-5064

Email: sherri.kemp@alvordschools.org

## **ATTACHMENT B – Data Use Agreement**

### **AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN SCHOOL DISTRICT AND CORE DISTRICTS**

This Data Use and Confidentiality Agreement (“Data Use Agreement”) between School District (as identified and signed in the joinder, Attachment E), and CORE Districts (referred to as CORE) with subcontractors Education Analytics (hereinafter referred to as EA), and Panorama Education (hereinafter referred to as PE), as well as with the CORE Research Partner at Policy Analysis for California Education (hereinafter referred to as PACE). Together, EA and PE are referred to as the “CORE Measurement Sub-Contractors” below. PACE is referred to as the “CORE Research Partner.” This Data Use Agreement describes the means to be used by the CORE Measurement Sub-Contractors and CORE Research Partner to ensure the confidentiality and security and terms of use for information and data exchanged between School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner for the purposes stated below. Within the scope of this agreement, confidential data may be exchanged between and amongst School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner.

#### **I. GENERAL TERMS**

##### **A. PURPOSE**

The CORE Measurement Sub-Contractors have entered into service and measurement/analytical support partnerships with the CORE Districts (hereinafter, CORE). PACE<sup>1</sup> has a continued research support partnership with the CORE Districts. CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist School District, a member of the CORE Data Collaborative, to participate in measurement, analytics, reporting and research based upon CORE’s school quality improvement indicator system. The CORE Measurement Sub-Contractors will collect and utilize longitudinal administrative data specific to the School Quality Improvement Index indicators and including related indicators in order to provide reporting to School District leaders and practitioners. Further, the CORE Research Partner will collect and archive longitudinal administrative data from the CORE data system to conduct policy analyses for School District leaders, School District practitioners and the public in order to support the continuous improvement in K-12 education. Public policy and other research questions to be addressed using the CORE Data Archive managed by our CORE Research Partner will be developed in collaboration with participating CORE Data Collaborative districts and representatives of CORE.

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<sup>1</sup> Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from leading universities and research institutes in California and beyond and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

## **B. NATURE OF DATA**

To further the achievement of the above stated purposes, School District will provide the CORE Measurement Sub-Contractors, and, in some cases, the CORE Research Partner with data extracts from the School District data systems to include data elements, identified in Attachment C, necessary to produce and report the measures involved in CORE's school quality improvement data system, and to engage in meaningful analytics and research.

School District may also provide the CORE Measurement Sub-Contractors and/or CORE Research Partner with any additional items required to answer research questions defined by School District alone or with other CORE participants.

School District warrants that it has the authority to provide such data to the CORE Measurement Sub-Contractors and to the CORE Research Partner under the terms of this Agreement, and that School District will not be in breach of any law or representations to any person by providing such information to CORE Measurement Sub-Contractors and/or the CORE Research Partner.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of School District.

The CORE Measurement Sub-Contractors and/or CORE Research Partner may collect data that contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

## **C. TRANSFER OF DATA**

School District and the CORE Measurement Sub-Contractors and CORE Research Partner shall use a secure electronic means and schedule for transferring confidential information. School District will create data extracts according to specifications provided by CORE. Extracts will be updated using a mutually agreed upon schedule (generally through annual submission the summer). Generally, data will be transferred by School District or their Partnering Education Agency to CORE's Measurement Sub-Contractors. For research and policy analysis purposes, such data or analyzed versions of such data may be transferred between and amongst CORE Sub-Contractors and CORE Research Partner as named in this Data Use Agreement; this agreement also covers the transfer of data from School District directly to the CORE Research Partner.

## **D. PERIOD OF AGREEMENT**

This Agreement shall be effective from the signing of this agreement through June 30, 2025, unless terminated earlier by either party pursuant to Section F.

## **E. CORE DISTRICTS RESPONSIBILITIES**

CORE agrees to the following confidentiality statements:

1. CORE acknowledges that these data are confidential data and proprietary to School District, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and

Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. The CORE Measurement Sub-Contractors and the CORE Research Partner are responsible for complying with all applicable District, Local, State and Federal confidentiality laws and regulations.

2. The CORE Measurement Sub-Contractors and CORE Research Partner will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.
3. The CORE Measurement Sub-Contractors and CORE Research Partner shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. Other than as provided herein, no confidential data will be released by the CORE Measurement Sub-Contractors and CORE Research Partner.
4. The CORE Measurement Sub-Contractors and CORE Research Partner shall not assign this Agreement or any portion thereof to a third party without the prior written consent of School District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. For clarification purposes, members of the PACE network who have signed a separate affiliated researcher agreement with PACE are not considered a third party.
5. The CORE Measurement Sub-Contractors and CORE Research Partner will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. The CORE Measurement Sub-Contractors and CORE Research Partner will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.
6. The CORE Measurement Sub-Contractors and CORE Research Partner will publically report only aggregate data and will not publicly report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. At the direction of School District, the CORE Measurement Sub-Contractors and CORE Research Partner may provide School District leaders and practitioners secure, private access to School District student level data in alignment with School District's permission and security policies and procedures. This paragraph will survive the termination of this Agreement.
7. The CORE Measurement Sub-Contractors and CORE Research Partner will not contact the individuals included in the data sets without written consent from School District.
8. The CORE Measurement Sub-Contractors and CORE Research Partner agree to obtain written approval from School District prior to engaging any additional subcontractors or research partners to perform any services requiring access to any individually identifiable information. Notwithstanding the forgoing, the parties agree that CORE Research Partner may engage additional members of the PACE network who have signed a separate affiliated researcher agreement with PACE to perform research services. PACE affiliated researchers will only utilize student data that is

stripped of official state and district identifiers, and researchers will access data housed on a Stanford secure folder with restricted access.

9. The CORE Measurement Sub-Contractors and CORE Research Partner shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by School District.
10. The CORE Measurement Sub-Contractors and CORE Research Partner shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.
11. The CORE Measurement Sub-Contractors and CORE Research Partner shall keep all information furnished by School District in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored unencrypted on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
12. The CORE Measurement Sub-Contractors and CORE Research Partner shall permit examination and on-site inspections by School District upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

#### **F. TERMINATION**

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
  - a. By CORE or School District immediately in the event of a material breach of this Agreement by the other party.
  - b. By CORE or School District upon 30 days notice to the other party.
  - c. By CORE Research Partner or Measurement Subcontractors upon 30 days notices to CORE Districts.
2. Upon ninety (90) days written notice from School District, the CORE Measurement Sub-Contractors and CORE Research Partner shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. The CORE Measurement Sub-Contractors and CORE Research Partner shall also securely destroy all physical media (e.g., data on CDs or USB drives) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, the CORE Measurement Sub-Contractors and CORE Research Partner may continue to use such data for research, education or related purposes; or to meet CORE public reporting requirements.

#### **G. PARTY LIABILITY; LIMITATION OF DAMAGES**

1. The parties agree to defend, indemnify, and hold each other harmless from and against any

loss, claim, or damage arising from the negligent acts or omission of their own officers, employees, students or agents in the performance of their duties under this Agreement.

2. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES SHALL BE LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

#### **H. DISPUTES**

In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.

#### **I. GENERAL UNDERSTANDING**

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to be one and the same document. The parties may sign and deliver this Agreement by facsimile or using other electronic means (including digital signatures). Copies of this Agreement shall be treated as originals.
2. This Agreement constitutes the full and complete agreement between the parties, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
3. This Agreement shall be governed by and construed under the laws of the State of California. Venue for any proceeding relating to enforcement of this Agreement shall be in the California state courts located in Sacramento County, California.
4. Any waiver by a party of a violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

**J. Signatures**

Signed:

**CORE DISTRICTS**



Rick Miller, Executive Director

2/15/2019

Date

**PANORAMA EDUCATION**



Aaron Feuer, CEO

02 / 15 / 2019

Date

**PACE AT STANFORD UNIVERSITY**



Paul Kim, Chief Technology Officer and  
Assistant Dean of the Graduate School of  
Education at Stanford University

2/5/19

Date

**EDUCATION ANALYTICS**



Andrew Rice, VP Research & Operations

2/15/2019

Date

**ATTACHMENT C:**  
**SPECIFIC DATA ELEMENTS REPORTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE**



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Enrollment, Attendance and Discipline (student level data for each school or group)			
Days enrolled		Student ID, CDS code (14 digits), total days enrolled	Key Indicator
Days present (alternatives: Days absent)		Student ID, CDS code (14 digits), total days present (alternative: total days absent)	Key Indicator
School entry and leave date		Student ID, CDS code (14 digits), entry date, leave date	Key Indicator
Total number of out of school suspensions (alternatively, each suspension per student is listed in a separate row)		Student ID, CDS code (14 digits), suspension count	Key Indicator
Expulsion flag		Student ID, CDS code (14 digits), expulsion flag (yes or no)	Key Indicator
Course Information, Graduation Information, Program Information and Staff Information			
		Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, campus/course code, district/course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information	Key/Additional Indicator
Course Information		Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID	Additional Indicator
Staff Information		Program participation, program dosage, program performance	Additional Indicator
Program Information		Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Key/Additional Indicator
High school graduation flag		Student ID, CDS code (14 digits), graduation indicator	Additional Indicator
Students in graduation cohort		Student ID, CDS code (14 digits), cohort year	Additional Indicator

Attachment C - SPECIFIED ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)			
Data Element		Additional Notes	
School Information			
School level data		School name, CDS code (14 digits), district code, grades served, school level, SSG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
College going information		Examples include college application data, college persistence data, college completion data	
College going data		Additional Indicator	

