

**MEMORANDUM OF UNDERSTANDING**

To: **Jodi Lax**, Associate Superintendent, San José Unified School District, [jlax@sjusd.org](mailto:jlax@sjusd.org)  
**Anisha Dalal**, Principal, Gunderson High School, [adalal@sjusd.org](mailto:adalal@sjusd.org)

Copies: **Subini Annamma**, Project Lead/Co-Instructor and Professor, Stanford Graduate School of Education and Faculty Affiliate, Stanford Center for Racial Justice, [subini@stanford.edu](mailto:subini@stanford.edu)  
**Ralph Richard Banks**, Project Lead/Co-Instructor and Professor, Stanford Law School and Faculty Director, Stanford Center for Racial Justice, [rbanks@law.stanford.edu](mailto:rbanks@law.stanford.edu)

From: **Hoang Pham**, Project Lead/Co-Instructor and Director of Education and Opportunity, Stanford Center for Racial Justice, [hgpham@law.stanford.edu](mailto:hgpham@law.stanford.edu)

Date: December 12, 2024

Re: **Roses Talk: Elevating At-Promise Student Voices in San José Unified**

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This Memorandum of Understanding (MOU) between the project leads/co-instructors and San José Unified School District (SJUSD) and Gunderson High School (collectively, the Partner) outlines the commitments of each party for the Stanford Center for Racial Justice project—Roses Talk: Elevating At-Promise Student Voices in San José Unified—which will be executed as a Stanford Law School Law and Policy Lab practicum, LAW 809X.

The project/practicum will take place over the course of two academic quarters, Winter and Spring, from January through June 2025.

**Practicum Description**

Despite decades of efforts to remediate racial disparities in education, low-income schools serving predominantly students of color continue to face significant challenges that perpetuate unequal educational outcomes. While no single solution can solve these complex issues, insights from the most marginalized students offer an underutilized source of knowledge that can drive more effective policies and practices. This policy lab seeks to directly address persistent disparities in education by elevating at-promise student voices in school and district decision-making, reshaping our thinking around and approaches to advancing educational equity.

With over 25,000 students, SJUSD is the largest school district in Santa Clara County, the county where Stanford University is located. District leaders and administrators at Gunderson High School—a Title I high school in South San José—have identified a collective need to better understand how to support “at-promise” students, those who may fail to earn a high school diploma for a variety of reasons, including but not limited to low scores on standardized tests, disengagement from school, English language learner status, previous suspension or expulsion, involvement in the foster care system, houselessness, and special education labeling. We recognize these young people as at-promise because it is the system that

**MEMORANDUM OF UNDERSTANDING**

needs to shift in order to support and cultivate their tremendous, and often untapped, potential. This course rests on the assertions that education systems need to “to see the wealth of knowledge and experiences these students bring to school” (Rios et al., 2020).

In this course, Stanford students will seek to answer this research question: **How would at-promise students shape school and/or district policies and practices to improve their educational outcomes?** Students will conduct focus groups with Gunderson at-promise students to develop policy recommendations that inform school and district decision-making, particularly around how to engage and improve outcomes for the most marginalized students in SJUSD. The course offers a unique opportunity for Stanford students to participate in community-engaged learning and research, apply technical skills and academic knowledge to real-world challenges, and contribute to positive educational outcomes for underserved students.

**Project Goals and Timeline**

1. **Center the Voices of At-Promise Students:** Increase at-promise student engagement by amplifying their voices in school and district decision-making.
2. **Skill Development:** Equip Stanford students with qualitative research, policy, and legal research skills applicable to real-world educational challenges.
3. **Policy Impact:** Develop and present evidence-based recommendations for improving outcomes for at-promise students at Gunderson and in SJUSD.
4. **Community Impact:** Strengthen the relationship between Stanford University and SJUSD through meaningful collaboration.
5. **Promote Diverse Perspectives:** Encourage open-mindedness and foster thought-provoking conversations that appreciate a wide range of viewpoints.

The project/practicum will be completed in two phases:

- **Phase 1, Winter Quarter:** Stanford students will be introduced to basic qualitative research methods, relevant literature, best practices, and impactful laws and policies. They will work collaboratively to develop an interview protocol to use for two focus groups with Gunderson students. Following data collection, students will engage in qualitative analysis and draft preliminary findings to present to SJUSD and Gunderson leaders for oral and written feedback.
- **Phase 2, Spring Quarter:** Based on preliminary findings and feedback, students will formulate interview questions and facilitate a final focus group with Gunderson students to clarify and/or confirm preliminary findings. Students will finalize and draw on their findings to conduct policy research and analysis, legal research and analysis (as needed), and develop evidence-based policy recommendations for the school and school district. Their work will culminate in a final report and presentation to Stanford, SJUSD, and Gunderson leaders in late spring.

## MEMORANDUM OF UNDERSTANDING

### Key Deliverables

- **Preliminary Findings Memo, Winter Quarter:** The preliminary findings memo will summarize findings from two focus groups conducted at Gunderson High School in Winter Quarter. The goal of the preliminary findings memo is to provide preliminary insights into how at-promise students might shape policies and practices to improve their educational outcomes. The preliminary findings memo will be presented to SJUSD and Gunderson leadership in March for feedback. The feedback will be utilized to inform a final focus group in early April.
- **Final Report, Spring Quarter:** The final report will summarize findings from the focus groups and provide evidence-based policy recommendations for how the Partner can improve outcomes for at-promise students at Gunderson and in SJUSD. The final report will serve as a comprehensive document for the Partner that captures important findings from the research and offers recommendations that are both feasible and aligned with the Partner's capabilities and goals. A working draft of the final report will be presented to SJUSD, Gunderson, and Stanford stakeholders at a convening in late spring for discussion and feedback. A final draft of the report will be delivered to the Partner by early summer.

### Stanford Research Team

The Stanford research team will include the project leads/co-instructors and Stanford students from across campus, including law students, graduate students from the Graduate School of Education, and undergraduates from various departments.

### About the Stanford Center for Racial Justice

The Stanford Center for Racial Justice works to counter racial division and political polarization through rigorous research and thought-provoking conversations that analyze the racial dimensions of some of the most contentious and consequential issues in American society. We envision a society free from race-driven polarization and inequality, where people recognize racism's far-reaching effects and understand that addressing such challenges requires diverse backgrounds, perspectives, and ideologies. Functioning as a research and dissemination engine, we produce analyses and facilitate discussions on pressing controversies, aiming to provide trustworthy insights on divisive race-related issues, particularly where they intersect with economic inequality, educational opportunity, and safety.

### About the Law and Policy Lab at Stanford Law School

Policy Lab practicums are credit-bearing courses taught by Stanford faculty members that offer students opportunities to receive academic credit for policy analysis relevant to current issues, typically at the request of a client such as a government, non-profit, or for-profit institution. Practicums usually stand alone, although they also may supplement regular law courses. Many practicums continue across quarters. Admission to practicums is by consent of the instructor, allowing faculty to match student skill

## MEMORANDUM OF UNDERSTANDING

sets and interests to particular aspects of the subject and build student teams with complementary abilities. Some teams include graduate students from other departments and schools, bringing valuable perspectives to bear on a problem and allowing law students to interact across disciplinary boundaries.

Teams typically conduct their analysis working directly with clients, and their work product is expected to be representative of both Stanford's high standards and those of practicum clients. Typical work products may include an oral presentation or briefing, a research report, a series of shorter policy briefs, proposed legislation or regulation, or other final products appropriate to the project (the specific work products/deliverables of this practicum are described above). The primary purpose of practicums is to benefit the students' education, a goal that is best served by delivering an excellent work product to the client. Practicums are typically structured so that the work can be accomplished within one or two quarters, as agreed between the client and the instructor(s) and as described above. Projects can normally be completed on the Stanford campus, and the analysis will be done at no cost to the client unless international or domestic travel beyond the Bay Area should be required. If so, the cost of such travel and any extraordinary expenses will be allocated as agreed upon in advance between the client and the Policy Lab administration (Luciana Herman, Policy Lab Program Director, [lherman@law.stanford.edu](mailto:lherman@law.stanford.edu)).

Policy Lab practicums conduct policy-oriented research, and **do not provide legal advice**. There is **no attorney-client relationship** between the instructors or students and the client and no attorney-client privilege, attorney work product privilege or other legal privilege is being created in this practicum. The instructors and research team members may publish the work of the practicum, including deliverables, subject only to maintaining the confidentiality of individually identifiable personal information, where appropriate, and occasionally to a short delay if requested by the client for review and comment. Client comments will be considered but are not binding on the instructors or research team members. All materials prepared in practicums are subject to Section 1.4 of the University's Research Policy Handbook, which provides that "the principle of openness in research—the principle of freedom of access by all interested persons to the underlying data, to the processes, and to the final results of research—is one of overriding importance."



#### Compliance with Applicable Law

In performing services under this Memorandum of Understanding (MOU), Stanford shall comply with all applicable legal requirements. Stanford must complete and sign the Contractor Certifications attached as "Exhibit A" when Stanford submits this Memorandum of Understanding (MOU) to the Partner. It shall be the sole responsibility of Stanford to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Memorandum of Understanding (MOU).

## MEMORANDUM OF UNDERSTANDING

### Responsibilities of the Parties

The *project leads/co-instructors* will:

- Lead lectures and facilitate discussions to prepare students for project engagement.
- Manage and supervise the research process, including maintaining participant confidentiality, ongoing strategizing with the Partner to meet project goals, providing guidance and continuous feedback to students on their research, and as needed, assisting students in gaining access to information necessary for the success of the project.
- Organize logistics for the project with the Partner, including necessary approvals for the Stanford team to be on Gunderson's campus, focus group selection and execution, and meetings, presentations, and the spring convening at Stanford Law School.
- Communicate with the Partner in a timely manner to clarify any issues, request information, and provide progress updates.
- Clarify with the Partner that the practicum is conducting policy-oriented research, not providing legal advice, and that there is no attorney-client relationship.
- Avoid the unauthorized practice of law by him/herself or students.

The *students* will:

- Conduct focus groups, transcribe data, and engage in qualitative analysis.
- Collaborate on policy research and recommendations development.
- Present findings and recommendations to the Partner and other stakeholders.
- Conduct themselves in a professional manner and make effective use of the Partner's time.
- Recognize that their educational experience will be best served by delivering an excellent work product to the Partner.

The *Partner* will:


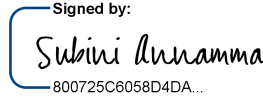

- Review and provide feedback on the preliminary findings memo and final report, including potential actionable steps the Partner can take in response to the policy recommendations made in the final report.
- Serve as an audience for end-of-quarter presentations, including hosting a meeting in San José at the end of Winter Quarter (March) and attending the culminating convening at Stanford at the end of Spring Quarter (May).
- Organize logistics with Stanford, including student selection for focus groups, Stanford visits for focus groups and other meetings as needed, and approval for the Stanford team to be on Gunderson's campus.
- Work with the project leads/co-instructors to meet project goals and provide general guidance as needed throughout the research period and in meetings.
- Provide the research team relevant information and arrange timely access to information, colleagues, and other sources of information as necessary for the success of the project, particularly data access to the Panorama Climate Survey for Gunderson High School.

**MEMORANDUM OF UNDERSTANDING**

- Provide the project leads/co-instructors with a substitute representative if the original individual Partner contact is unable to continue overseeing the project for the Partner.
- Provide a short written evaluation of the project at the end of the term.

The Partner understands that the practicum is conducting policy-oriented research, not providing legal advice, and that there is no attorney-client relationship or privilege.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date that is later of the two dates set forth below.

<p><i>Partner</i></p> <p><b>Signature :</b>  28F55C34C24D4EF...</p> <p><b>Print Name :</b> Jodi Lax</p> <p><b>Title:</b> Associate Superintendent, San José Unified School District</p> <p><b>Date:</b> 12/13/2024</p>	<p><i>Stanford Faculty Member</i></p> <p><b>Signature:</b>  800725C6058D4DA...</p> <p><b>Print Name:</b> Subini Annamma</p> <p><b>Title:</b> Associate Professor, Stanford Graduate School of Education</p> <p><b>Date:</b> 12/20/2024</p>
<p><i>Partner</i></p> <p><b>Signature:</b>  DD7D6146722D436...</p> <p><b>Print Name:</b> Anisha Dalal</p> <p><b>Title:</b> Principal, Gunderson High School</p> <p><b>Date:</b> 12/13/2024</p>	
<p><i>Partner</i></p> <p><b>Signature:</b></p> <p><b>Print Name:</b> Tracy Morrison</p> <p><b>Title:</b> Director, Procurement San José Unified School District</p> <p><b>Date:</b></p>	

MEMORANDUM OF UNDERSTANDING

EXHIBIT A  
CONTRACTOR CERTIFICATION

THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

**EXHIBIT A**  
**CONTRACTOR CERTIFICATION CONTINUED**

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

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**Tuberculosis Certification.** The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.

Initial  
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District has determined that Contractor will not have frequent or prolonged contact with students. District’s determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).

The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**COVID-19 Certification.** The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified’s COVID Health and Safety Information](#).

MEMORANDUM OF UNDERSTANDING

EXHIBIT A  
CONTRACTOR CERTIFICATION CONTINUED

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

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**Lobbyist Certification.** The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) and are not performing Services hereunder that would require registering as a Lobbyist.
  - Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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**Conflict of Interest Certification.** The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
  - Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT A**  
**CONTRACTOR CERTIFICATION CONTINUED**

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**Stanford Faculty Member**

Date: 12/20/2024

Signature:  Signed by:  
Subini Annamma  
800725C6058D4DA...

Name: Subini Annamma

Title: Associate Professor, Stanford Graduate School of Education

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## MEMORANDUM OF UNDERSTANDING

EXHIBIT A  
CONTRACTOR CERTIFICATION CONTINUED

**Student Data Confidentiality Certification.** The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution's students to the Contractor.

Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student's data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act ("CCPA"). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children's Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a "consumer" as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this

**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT A**  
**CONTRACTOR CERTIFICATION CONTINUED**

Agreement, to delete consumer’s personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information.

**Stanford Faculty Member**

Date: 12/20/2024

Signature:  Signed by:  
Subini Annamma  
800725C6058D4DA...

Name: Subini Annamma

Title: Associate Professor, Stanford Graduate School of Education