

Memorandum of Understanding

by and between

WestEd and Perris Union High School District

This Memorandum of Understanding (“MOU”) is effective as of the date fully signed by the Parties, and sets forth the agreement between WestEd and Perris Union High School District (“Partner”) to participate in the Education Innovation and Research (EIR) Expository Reading and Writing Curriculum (ERWC) grant evaluation (“Project”). At times herein, WestEd and Partner are referred to each as a “Party” and collectively referred to as “the Parties.”

1. Purpose

As part of the work of the EIR ERWC grant, high schools will implement the ERWC in grades 9 and 10. The ERWC will include full, yearlong thematic courses that focus on oral communication, collaborative discussion, and civic discourse. WestEd will evaluate the impact of the ERWC on students’ reading and writing skills using half of the Smarter Balanced ELA Interim Comprehensive Assessment (ICA). Teachers of both the ERWC and the traditional English courses in grades 9 and 10 will need to administer half of this assessment as a part of the evaluation. WestEd will collect student demographic and assessment data from the district and interview and survey data from teachers and students. The grant will occur over three school years: 2025–26, 2026–27, and 2027–28. The 2025–26 school year will be a pilot year for the grade 9 curriculum; the 2026–27 school year will be an evaluation year for the grade 9 curriculum and a pilot year for the grade 10 curriculum; the 2027–28 school year will be an evaluation year for the grade 10 curriculum. The grant is funded by the U.S. Department of Education, and key partners on the grant include the Fresno County Superintendent of Schools, the California State University Chancellor’s Office, the Washington Office of the Superintendent of Public Instruction, the Washington State Board for Community and Technical Colleges, Hawai‘i P-20, and Los Alamos Public Schools (located in New Mexico).

The Parties also wish to adequately protect student, parent, teacher, and/or Partner staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Term and Termination

- A. This MOU is effective as of the date first set forth above and expires December 31st, 2029.
- B. Either Party may terminate or amend this MOU at any time without cause, provided that written notice is given to the other Party at least 30 days in advance.
- C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 6 herein. Such rights and obligations shall survive the term of this MOU.

3. Project Activities

A. Project activities for the district will be to:

- i. Facilitate communication between WestEd and the schools within the district that are participating in the grant.
- ii. Identify a district liaison who will respond to any questions or requests by WestEd concerning the research evaluation.
- iii. Help to ensure that the aims of the research evaluation are being met.
- iv. Provide student-level data containing student names, demographic information, assessment results, and course enrollment information for students participating in the evaluation. See Appendix A for details. Data extractions will occur 1-3 times per year.
- v. Provide any necessary data documentation concerning the student-level datasets that will assist in the analysis of the data.
- vi. Distribute the school stipends paid by WestEd to the schools that are participating in the grant.

B. Project activities for the schools will be to:

- i. Identify a school site contact person who will ensure that the aims of the research evaluation are met.
- ii. Communicate the evaluation requirements and expectations to participating teachers.
- iii. In the 2025–26 school year, provide a list of the identification numbers of students entering grade 9 in the 2026–27 school year to WestEd. WestEd will then randomize these students to either the ERWC or the traditional English curriculum for the grade 9 year for the 2026–27 school year. Students taking International Baccalaureate English, Honors English, and English Language Development courses will not be randomized. The school will place students into the English 9 course using the curriculum assigned by WestEd.
- iv. Ensure that at least 90% of the students enroll in the grade 9 English course using the curriculum that they were assigned to through the above-described

randomization process in the 2026–27 school year.

- v. In the 2027–28 school year, ensure that at least 90% of students enroll in the grade 10 English course using the curriculum that they were assigned to prior to entering grade 9.
- vi. Oversee the administration of half of the Smarter Balanced ELA Interim Comprehensive Assessment (ICA) at the end the term in grades 9 and 10 to both treatment and control students each evaluation year. The ICA consists of a Performance Task (PT) section and a Non-Performance Task (Non-PT) section. WestEd will assign each school to administer one of the two sections. Each section takes approximately two hours to complete. WestEd will hire an outside vendor to score the writing portions of the assessment.
- vii. Ensure high rates of student participation in the above-mentioned assessment.
- viii. Provide adequate facilities and amounts of time in the school schedule for students to take the assessment.
- ix. Ensure that the ERWC teachers attend the professional learning components of the ERWC while they are participating in the grant.
- x. Ensure teachers participate in research activities while participating in the evaluation.

C. Project activities for the ERWC teachers who consent will be to:

- i. Implement the ERWC as intended by the curriculum developers.
- ii. Participate in all professional learning opportunities. The professional learning opportunities include the following:
 - 1. A two-day summer institute each year of the grant
 - 2. Five 1-hour coaching sessions throughout the school year
 - 3. Five 1-hour community of practice meetings throughout the school year
- iii. Participate in research activities. The research activities include:
 - 1. Completing approximately 12 20-minute surveys through Qualtrics.
 - 2. Administering half of the Smarter Balanced ELA Interim

Comprehensive Assessment (ICA) at the end the term in grades 9 and 10 to students each evaluation year.

3. If randomly selected, participating in up to two 30-minute interviews during the pilot and evaluation years either in-person or through Zoom video conferencing technology.
4. If randomly selected, allowing up to two classroom observations during the pilot and evaluation years either in-person or through Swivl technology.
5. If classroom is randomly selected for student surveys or focus groups, describing the evaluation to students and distributing digital opt-out forms to parents/guardians. For students whose parents/guardians do not opt out:
 - a. Administering a 20-minute survey
 - b. Recruiting students to participate in a 45-minute focus group
6. If randomly selected, providing de-identified student work to WestEd.

D. Project activities for non-ERWC (control) teachers who consent will be to:

- i. Implement the English 9 curriculum.
- ii. Participate in research activities. The research activities include:
 1. Completing approximately three 20-minute surveys through Qualtrics.
 2. Administering half of the Smarter Balanced ELA Interim Comprehensive Assessment (ICA) at the end the term in grades 9 and 10 to students each evaluation year.
 3. If randomly selected, participating in up to two 30-minute interviews during the evaluation years either in-person or through Zoom video conferencing technology.
 4. If randomly selected, allowing up to two classroom observations during the evaluation years either in-person or through Swivl technology.

5. If classroom is randomly selected for student surveys or focus groups, describing the evaluation to students and distributing digital opt-out forms to parents/guardians. For students whose parents/guardians do not opt out:
 - a. Administering a 20-minute survey
 - b. Recruiting students to participate in a 45-minute focus group
6. If randomly selected, providing de-identified student work.

E. Project activities for students include:

- i. Completing half of the Smarter Balanced ELA Interim Comprehensive Assessment (ICA) at the end the term in grades 9 and 10 to students each evaluation year.
- ii. If selected, parents/guardians do not opt out, and students assent:
 1. Completing a 20-minute survey through Qualtrics
 2. Participating in a 45-minute focus group in person or through Zoom video conferencing technology

4. **Definitions Regarding Shared Data**

- A. "Data," as used in this MOU, shall mean and refer to variables listed in Appendix A.
- B. "Personally Identifiable Information" or "PII," as used in this MOU, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.
- C. "De-identified Data," as used in this MOU, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual with reasonable certainty.
- D. "Non-Financial" as used in this MOU, shall mean agreements that are typically non-monetary by nature, but occasionally involve the provision or exchange of something of value (e.g. Stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.
- E. "Educational Records," as used in this MOU are official records, files and data directly related to a student and maintained by the education agency or institution, or

by party acting for the agency or institution (e.g. including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.)

5. Confidentiality

- A. WestEd agrees to take all necessary precautions to safeguard the Data and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).
 - a. FERPA Exception – WestEd is authorized to receive this data under the following FERPA exception:
 - i. X Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction
- B. WestEd will limit internal access to PII to individuals working on the Project with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e. on a need-to-know basis).
- C. WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Project. PII will only be used for the purposes of the Project.
- D. PII will be destroyed at the earlier of: (1) when the PII is no longer needed for analysis, (2) December 31, 2029, or (3) within 30 days of the early termination of this MOU pursuant to section 2.B hereinabove, and delivery to WestEd of Partner’s written demand for destruction of the PII.
- E. De-identified Data may be retained by WestEd after the completion of the Project, and may be further used, shared, released or disclosed by WestEd without consent, to the extent permitted under FERPA.
- F. If WestEd publishes any reports or other publications created with the use of Data, WestEd will not include information that could lead to the identification of any individual whose information is included in the Data.

6. Data Handling, and Storage

- A. All computers used to upload, analyze, or store Data containing PII will be encrypted and password-protected. WestEd will store Data in a password-protected and encrypted cloud-based content management system. WestEd will store the Data in accordance with a Data Security Plan, available upon reasonable request.

- B. WestEd will only transfer PII using secure, encrypted transmission methods.
- C. Reports containing aggregate-level data and results will also be presented to the members of professional associations and may be published in professional association publications.
- D. Educational Records shared by Partner Perris Union High School District are and shall continue to be Partner's property.

7. Data Sharing

- a. **Third-party sharing.** WestEd will take steps to maintain the confidentiality and security of the Data at all times. The Data may be stored securely at WestEd or at an entity under a written agreement with WestEd to provide Box, Smartsheet, and Qualtrics hosting services, or collection, storage, processing or analysis of some or all of the Data. Data stored at such a contracted entity shall be protected in accordance with the terms of this MOU.
- b. WestEd will ensure that all persons and entities, including employees, contractors, and consultants who will have access to student-level data or PII to first enter into an agreement with WestEd that includes security and confidentiality terms no less stringent than those included in this MOU.

8. WestEd's Responsibilities

- A. WestEd will implement the Project Activities described in Paragraph 3.
- B. WestEd will compensate the district in the total amount of \$5,000 and each participating school in the total amount of \$20,000 over the three evaluation years. The disbursement of stipend payments will be contingent upon completion of the project activities described in Paragraph 3 as of the date of disbursement. Stipend disbursements will be at approximately the following intervals:

Districts (\$5,000 total)

- \$2,500 in June 2026 (end of year 1 of study)
- \$2,500 in June 2028 (end of the study)

Schools (\$20,000 total)

- \$5,000 in December 2025 (middle of year 1 of study)
- \$5,000 in June 2026 (end of year 1 of study)
- \$5,000 in June 2027 (end of year 2 of study)
- \$5,000 in June 2028 (end of study) \$500 in June of the evaluation years (end of year)

- C. WestEd will disperse stipends directly to individual participating teachers. The disbursement of stipend payments will be contingent upon completion of the project activities described in Paragraph 3. The stipend amounts will be as follows:

1. Grade 9 and 10 ERWC teachers during the pilot and evaluation years: \$2,000 per year (\$1,000 in approximately December of the pilot and evaluation years (middle of year); \$1,000 in approximately June of the pilot and evaluation years (end of year))
 2. Non-ERWC “English 9” and “English 10” teachers during the evaluation years: \$1,000 per year (\$500 in approximately December of the evaluation years (middle of year); \$500 in June of the pilot and evaluation years (end of year))
- D. WestEd will work with the districts, schools, and teachers to ensure that the evaluation progresses smoothly throughout the course of the evaluation.
- E. WestEd will designate a liaison to facilitate communications between WestEd and Partner for coordinating the activities necessary to carry out this MOU. WestEd’s contact person for this project is:

Anne Porterfield
WestEd
730 Harrison Street
San Francisco, CA 94107
anne.porterfield@wested.org

9. Partner Responsibilities:

- A. Partner will implement the project activities described in Paragraph 3.
- B. Partner shall designate a liaison to facilitate communications between Partner and WestEd for coordinating the activities necessary to carry out this MOU. Partner’s contact person for this project is:

Dr. Shannyn Cahoon
Perris Union High School District
155 E 4th Street
Perris, CA 92570
shannyn.cahoon@puhsd.org

10. General Provisions:

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principles.
- B. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both Parties.
- C. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other Party’s prior written consent. Any purported assignment in violation of this paragraph shall be void.

- D. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- E. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party from and against any liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising from any third party claim, demand, assessment, action, suit or proceeding related to its use of the Data under this MOU and/or any Appendix, unless such loss or damage was caused by the sole negligence or willful misconduct of the party seeking indemnification.
- F. Limitation of liability. Except as stated in Section E, each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties.
- G. Representations and Warranties. Data is provided on an "AS IS" basis WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR FREEDOM FROM INFRINGEMENT.
- H. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.
- I. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction.

Notwithstanding the foregoing, either Party may seek injunctive or provisional relief to protect confidential information at any time.

- J. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt

requested, to each Party’s respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above, and, if to WestEd, also be delivered to:

Susan Mundry, Senior Vice President
WestEd
730 Harrison Street
San Francisco, CA 94107
smundry@wested.org

K. Negotiation and execution. This MOU has been negotiated by both Parties and shall not be strictly construed against either Party. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the Parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.

WestEd

Perris Union High School District

By: _____

By: _____

Name: Susan Mundry

Name: _____

Title: Senior Vice President

Title: _____

Date: _____

Date: _____

APPENDIX A

"Data" as used in this MOU refers to the following: Student-level variables retrieved from the District. The variables below will be requested for individual students participating in the evaluation.

- Student name
- Student ID number
- Date of birth
- Gender
- Ethnicity
- Special education status
- Language status
- English course enrollment
- Grade 8 Smarter Balanced English Language Arts/Literacy Summative Assessment results