



## State College Area School District

**Danielle Yoder**

**Assistant Superintendent for Elementary Education**

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TELEPHONE: 814-231-1042

To: Curtis Johnson

From: Danielle Yoder and Tonya Black

Date: March 17, 2025

RE: MOU with Penn State's Center for Education and Civil Rights

In April 2022, the State College Area School District Administration renewed a partnership with the Center for Education and Civil Rights (CECR) to assist the district in providing equity-focused data analysis, professional development, and services for the SCASD community. The partnership aimed for CECR to collaborate with SCASD's Office of Diversity, Equity, Inclusivity, and Belonging (DEIB), the Assistant Superintendents' Offices, and other relevant administrative offices on equity reports and briefings. The reports were written and presented using district-supplied data and focused on existing equity gaps within the district.

The administration is requesting that the [MOU](#) be extended so that the district may utilize the resources of these two organizations as needed.

In addition to the annual reports and data, moving forward, CECR will collaborate with the district to specifically:

- Review best practices in elementary math instruction
- Investigate how marginalized students' placement in homogeneous elementary math classrooms impacts their enrollment in advanced high school math courses, and
- Develop a plan to ensure equitable access to advanced math opportunities for all students.



Dr. Erica Frankenberg  
Director, Center for Education and  
Civil Rights  
The Pennsylvania State University

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## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CENTER FOR EDUCATION AND CIVIL RIGHTS AND THE STATE COLLEGE AREA SCHOOL DISTRICT**

### **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made by and between the Center for Education and Civil Rights (hereinafter the "CECR") and the State College Area School District (hereinafter "SCASD"). This Memorandum outlines the terms of the agreement of the research-practice partnership between CECR and SCASD (hereinafter "Parties"). This MOU will enable CECR to author, in partnership with the district, equity reports and briefings to follow-up an initial equity report published in the spring of 2022. Reports will be written using district-supplied data. By monitoring existing equity gaps within the district, these series of reports will offer district personnel a research basis for its equity work while also supporting transparency about educational inequality in the community. This agreement shall commence once fully executed and continue until July 1, 2028. The Parties agree as follows:

#### **A. Terms of Agreement**

Subject to the terms of this Memorandum, **CECR will:**

- Provide methodological expertise
- Work with SCASD to identify research priorities and required data
- Analyze received data
- Work with district administration to disseminate findings to community members
- Work with SCASD to use research evidence to support decision making
- Lead professional development sessions for board members, administrators, and teachers within its expertise

Subject to the terms of this Memorandum, **SCASD will:**

- Be responsible for collecting and transmitting data, ensuring that it is deidentified in accordance with FERPA
- Be responsible for sending any specific instructions necessary to complete the transfer of data to CECR
- Be responsible for providing any glossaries or assistance in understanding the definitions of the data provided

- Be available to revise and/or resend data, or to procure additional data, as necessary to complete the work outlined in the terms of this Agreement
- Create a virtual library of reports to be housed on SCASD's Equity Website

## **B. Confidentiality**

CECR understands that it may receive materials such as legal memos, strategy documents, or interview notes, or may become privy to confidential documents relating to requests made. CECR will comply with the provisions of privacy law including the Family Educational Right to Privacy Act (FERPA) 20 USC 1232g. CECR will not use student and teacher data gathered during this research for any purpose other than the aforementioned research. Access to data will be limited only to CECR researchers that are part of the study team. No teachers or students will be identified in any reports.

## **C. Staffing/Student Participation**

CECR and SCASD also consent to and understand that the Center's work outlined in this Agreement will often be undertaken by College of Education or other Penn State University students under the supervision of Dr. Erica Frankenberg, director of CECR and faculty member at the Pennsylvania State University, hereinafter referred to as the "Supervisor." CECR may also partner with other Penn State faculty with relevant expertise on particular projects, and they would be included as affiliates of CECR under this agreement. CECR and SCASD understand that any student assigned to work on behalf of the project may perform, at the discretion of the Supervisor, certain tasks normally connected with data analysis, including but not limited to research; interviews; preparation of correspondence; and other documents. CECR and SCASD further understand that CECR operates on a model of student responsibility for the work completed, and that students designated by CECR will be the primary contact for CECR and SCASD. All members of CECR, director, affiliates, and students, will abide by all aspects of this agreement.

## **D. Duty to Cooperate**

The Parties agree to provide each other, in a timely manner, any information, data, and documents that may be necessary to complete the work outlined in the terms of this Agreement. CECR and SCASD staff will meet regularly to identify and clarify the collaborative working partnership, discuss trends observed in data analysis, request additional data, and engage in other activities as set forth in this agreement.

## **E. Ownership/Publication/Retained Rights**

SCASD may use CECR's analysis for any non-commercial purpose. SCASD retains ownership of any rights it may have in the data. CECR retains ownership of the data and results and the right to use and publish as set forth below. Inventorship and authorship of any intellectual property that may be invented or authored by any party will be determined in accordance with United States intellectual property laws.

This Agreement does not grant either party any rights to any intellectual property developed outside the scope of the Agreement.

CECR shall have the right to publish any data, writings, or material resulting from the Agreement in publications or presentations. CECR will furnish SCASD with a copy of any proposed such publication or presentation thirty (30) days in advance for review and comment. Within this period, the SCASD may request CECR, in writing, to delay such publication or presentation for a maximum of an additional twenty (20) days in order to protect any confidential or proprietary information described therein. Such delay will not, however, be imposed on the filing of any student thesis or dissertation. SCASD's failure to object to a publication or presentation within the thirty (30) day period above will be deemed acceptable by SCASD. CECR must acknowledge SCASD's support partnership in any publication or presentation.

CECR specifically reserves the right in and to any data, results, and/or intellectual property developed in the scope of this Agreement for any research, public service, and/or educational purposes, and to grant licenses to other academic institutions for these same reserved rights.

#### **F. Media Releases**

Except as required by law, neither party will issue any press release or other public statements in connection with this Agreement without the other party's prior written consent. Neither party will use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. All statements by the parties will accurately describe the scope and nature of their participation. Either party may, without prior consent from the other, list Agreement title, amount awarded, Parties' names, and other associated data in its reports, which while not disseminated, are available to the public.

#### **G. Termination of Relationship**

The Parties agree that any party to this Agreement may withdraw from this Agreement by providing thirty (30) days written notice in the event that any party to this Agreement fails to meet the requirements set forth in this Agreement or for any other reason.

#### **H. Entire Agreement; Modifications**

This Agreement constitutes the entire agreement for services between the Parties regarding this matter. Any modification of this Agreement shall be in writing and signed by each Party. By signing this Agreement, the Parties certify that they have read and agree to the terms and conditions of this Agreement.

**I. Policies and Procedures**

Independent contractors doing business with the District shall ensure that their employees, subcontractors, students or agents who interact with students or are present on school grounds have read, understand, and agree to provisions of District Policy 824, Maintaining Professional Adult/Student Boundaries.

The Parties have agreed to the above terms. This Agreement may not be changed orally, and any written change or amendment must be signed and accepted by CECR and Penn State.

The Center for Education and Civil Rights

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Pennsylvania State University

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State College Area School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_