

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Pennsylvania Human Relations Act, 43 P.S. §§ 951 *et seq.* ("PHRA"), declares the opportunity to obtain an equal educational opportunity, irrespective of race, to be a civil right enforceable under the PHRA.

WHEREAS, the Advocates for African American Students, *et al.* (Advocates) initiated a complaint against The Board of Public Education of the School District of Pittsburgh ("District") with the Pennsylvania Human Relations Commission ("PHRC") on August 24, 1992, alleging, *inter alia*, that the District had unlawfully discriminated against its African American students with respect to excessive suspensions and harsh discipline, distribution of class grades, exclusion from certain special programs and by virtue of the existence of a large, racially identifiable academic achievement gap between African American and white students in violation of the Pennsylvania Human Relation Act (PHRA).

WHEREAS, the Advocates, the District and PHRC entered into a Conciliation Agreement and Consent Order (Conciliation Agreement) in 2006 which contains 73 Terms of Settlement including a term authorizing the PHRC to monitor compliance with the settlement terms and, at the end of the fifth full school year following the effective date of the Agreement, to evaluate the District's progress to determine whether the District had made sufficient progress to terminate the Agreement.

WHEREAS, the PHRC, after review of materials submitted by t to the Conciliation Agreement, was not prepared to conclude that the D sufficient progress to justify termination of the Conciliation Agreement in

WHEREAS, the PHRC and the District agreed to avoid engagin

dispute resolution process given the common recognition that additional progress is a shared goal and agreed to enter a Memorandum of Understanding (MOU) in 2012 for an additional 2 years of monitoring.

WHEREAS, following the expiration of the 2012 MOU, the PHRC issued findings that, inter alia, determined that the District had not yet made substantial progress and requested that the District enter a new MOU with the PHRC.

WHEREAS, following the expiration of the 2015 MOU, the PHRC issued findings that, inter alia, determined that the District had not yet made substantial progress and requested that the District enter a new MOU with the PHRC.

NOW THEREFORE, this 13th day of September 2022, the PHRC and the District, consistent with the shared goal of providing an equal educational opportunity irrespective of race, and consistent with the recognized existing racially identifiable academic achievement gap agree to enter this MOU to continue the District's commitment to the Equity Advisory Panel ("EAP") and their shared goal of equity in education.

I. Term

- a) This Memorandum of Understanding shall be effective as of the date it is executed by both parties and shall expire after five years from the effective date and a finding by the PHRC that the District has made significant progress based on the terms of the MOU.

II. Independent Equity Audit

- a) Within four (4) months of the signing of this agreement, the District will disseminate a Request for Proposals (RFP) to prospective vendors for the purpose of retaining an

Independent Equity Auditor (IEA) approved by the PHRC and the EAP and schedule the first Independent Equity Audit of the District's system of education for its African American students.

- b) The IEA's findings and recommendations shall be in writing and state specific relevant and quantifiable metrics that the PHRC will use to measure the District's performance during the term of this MOU.
- c) The IEA's findings and recommendations shall be contemporaneously provided to the District, PHRC and EAP.
- d) The IEA's findings, recommendations, and District response shall be incorporated by reference and made a part of this MOU.
- e) Within 2 months of receipt of the IEA's findings and recommendations, the District shall respond to and begin planning to implement the IEA's recommendations in order to accomplish the terms under the MOU.
- f) The District will report the outcomes of these metrics annually to PHRC and EAP. If a metric is not satisfactorily met for a particular yearly term, the parties may meet, upon the PHRC or EAP's request, within 60 days to formulate ideas that will allow the District to successfully complete the metric.

III. Administrative Support.

- a) The District shall continue to maintain a full-time administrator (hereinafter "Director") whose duties shall include coordinating all the District's equity initiatives throughout the term of this MOU.
- b) The Director should be involved in all the decision making related to the

implementation of the MOU and will report directly to the District's Superintendent or Deputy Superintendent and have access to the records of all District offices. The District will include and invest in the Director as a key thought partner regarding the issues of racial equity across the District. The Director shall be referred to as "Director" for purposes of this MOU only but may have any additional title, in addition to this designation, the District approves.

- c) The Director's job responsibilities must be primarily directed on the District's equity/MOU responsibilities.
- d) The Director is empowered by the District and has the authority for meeting the requirements and goals of this MOU.
- e) In accordance with the recommendations and findings of the IEA, the responsibilities of the Director or his/her designee(s) shall include, but not be limited to, the following:
 - 1) Coordinate meetings and distribution of information, which shall be maintained as set forth in this MOU, with the EAP and the PHRC.
 - 2) Review and make recommendations for actions based upon the District's student data, disaggregated by race and gender as described in detail below:
 - i. Achievement data including grade distribution and standardized assessment data for students in grades 3, 5, 8, and 11.
 - ii. Discipline data, including, but not limited to 1 to 3 and 4 to 10-day suspensions, alternative education for disruptive youth placements, and expulsions.
 - iii. Special program data, including, but not limited to enrollment in

Advanced Placement and CAS courses, enrollment in magnet schools, and identification for special education by service type or disability category, including identification for gifted services.

- 3) Review course offerings and the implementation of Culturally Responsive Instructional Practices across all grade configurations.
- 4) Maintain, monitor and at least annually distribute data reports to the PHRC and the EAP.
- 5) Evaluate the District's equity programs and initiatives using an outcome-based evaluation taking into account disaggregated data and accepted research practices.
- 6) Recommend for elimination or appropriate modification of District equity programs and initiatives that are found to be ineffective and replicate or expand effective equity programs and initiatives.
- 7) Implement best practices and research for equitable education programs and initiatives.
- 8) Identify communication processes and operational practices that fully commit to engaging and embracing the District's African American community's social and cultural capital and expertise.
- 9) Seek supplemental equity focused funding sources.
- 10) Serve, along with the District's solicitor, as the PHRC's point of contact.
- 11) Meet with the EAP at least four (4) times during the school year with two (2) additional optional meetings or as requested by the EAP and agreed upon by the District, for the duration of the MOU to exchange information, assess

information and comments, and to implement recommendations where possible. If EAP recommendations are not accepted, the District shall provide its reasons in writing to the EAP and PHRC for not implementing the recommendations within 30 days.

- f) The District shall maintain the existing EAP whose members shall continue to serve for the term of this MOU unless the District and the Panel agree to specific substitutions.
- g) The District shall maintain a data evaluator knowledgeable about equity and the District's equity initiatives whose duties shall include compiling data specified in this MOU and reviewing and analyzing data with the Director.

IV. Board Support.

- a) Designated representative(s) of the Board of the District shall attend meetings of the EAP.

V. Instructional Support.

- a) In accordance with the recommendations and findings of the IEA, the responsibilities of the District related to the provision of Instructional Support shall include, but not be limited to the following:
 - 1) The District shall replicate appropriate instructional and administrative programs and techniques used at schools at all operational levels which, according to District documents and Pennsylvania state assessment data and/or value-added assessment information, have outperformed their

Pennsylvania peers within and outside the District for at least two consecutive school years.

- 2) The District shall evaluate and, based on its evaluation, appropriately continue or modify its efforts to involve parents through a dedicated family and community engagement resource at every school, with particular attention to schools identified by the Commonwealth of Pennsylvania as needing additional support and the implementation of the Parental and Family Involvement Policy.
- 3) The District shall continue to evaluate instructional materials that will provide Culturally Responsive Instructional Practices as part of the regular curriculum and as an integrated part of cross-discipline learning.
- 4) The District shall continue to evaluate and, based on its evaluation, appropriately continue or modify its efforts to promote the development of positive cultural values which support educational achievement through teacher and learning environment efforts, mental health and behavioral partnerships, team building, social skills, trauma informed conflict resolution, and connection-interactions-personal responsibility.
- 5) The District shall provide in-classroom support, including, but not limited to highly qualified teachers and paraprofessionals, interventions for struggling learners, and other school improvement initiatives as appropriate at schools with greater than 75% African American enrollment and scoring 15% lower than the state averages in both reading and math. For purposes of this MOU, extended time on learning means access to supplemental education options.

- 6) Culturally Relevant Pedagogy is defined for the purposes of this MOU as meaning: “A framework for teaching that empowers learners by using cultural referents to support construction of knowledge, skills and attitudes. Essentially, teachers use learners’ lived backgrounds and knowledge to authentically engage them in rigorous learning that develops academic success, cultural competence, and critical consciousness” (Ladson-Billings, 1994).
- 7) The District shall continue to provide targeted professional development opportunities based on culturally relevant pedagogy and needs assessments of instructional, administrative, and support staff.
- 8) The District shall continue to offer professional development in differentiated instruction to accommodate students’ diverse learning styles, cultural backgrounds and other significant differences, including sessions offered to parents and caregivers.
- 9) The District shall continue to evaluate and, based on its evaluation, appropriately continue, modify or discontinue its existing professional development programs which were created to achieve equal educational opportunity and educational equity.
 - i. The District shall inform the EAP and PHRC of its decisions to modify or discontinue its existing professional development programs which were created to achieve equal educational opportunity and educational equity.
- 10) The District shall continue to use research-based culturally appropriate

teaching practices and diagnostic formative interim and summative assessments to determine the needs and measure the progress of students, in consultation with the EAP.

- 11) The District shall implement flexible groups to address the various educational needs of students and to eliminate permanent "tracking" of students.
- 12) The District shall continue to base program decisions on data.
- 13) The District shall continue to provide for and expand opportunities to elicit active and authentic student input on equity issues.

VI. Equity in Discipline

- a) In accordance with the recommendations and findings of the IEA, the responsibilities of the District related to Equity in Discipline shall include, but not be limited to, the following:
 - 1) To the extent practicable, the District will minimize the use of out-of-school suspensions, referrals for expulsions, and referrals to law enforcement. The District should use positive behavior interventions and supports that focus on prevention and building social skills to address the above-referenced discipline issues. This process coupled with restorative justice practices are effective methods to change a student's behavior by reinforcing and maximizing appropriate conduct.
 - 2) The District shall provide professional development resources for teachers, administrators and school board members concerning the impact of differing

cultural norms, including restorative justice training, values and belief systems on the impact of student discipline. Training will include enhancement of the knowledge, awareness and skills necessary to reduce any incidence of bias or disparate impact with regard to discipline.

- 3) The District shall provide a challenging research-based, tiered core curriculum, or alternative approaches as indicated by the equity audit.
- 4) The District shall improve its schools' disciplinary climate through use of the following: culturally responsive disciplinary actions, collecting and analyzing data on referrals for discipline and disciplinary actions by race, gender, school, grade level, and type of offense; providing restorative justice and/or restorative practices training and support for schools with African American referral rates statistically disproportionate to their class enrollment; and providing positive training and support for teachers.
- 5) The District shall explore, establish and continue effective mediation programs to resolve minor behavior infractions.
- 6) The District shall develop guidelines for examining patterns for solutions to eradicate disparate discipline.

VII. Reducing the Achievement Gap.

- a) In accordance with the recommendations and findings of the IEA, the responsibilities of the District related to Reducing the Achievement Gap shall include, but not be limited to, the following:
 - 1) The District shall implement research-based initiatives that have proven

effective in reducing the statistically significant, racially identifiable academic achievement gap which exists between African American and White students.

- 2) The District shall recruit, hire, and retain highly qualified certified teachers and provide them with appropriate training and professional development to meet the needs of the District's diverse student population. The District will promote diversity to accurately reflect the District's student-body demographics in its recruitment and hiring of staff.
- 3) The District shall attain annual numeric goals for reducing the statistically significant racial disparities in achievement with the goal of eliminating the achievement gap.
- 4) These numeric metric goals must be approved by the PHRC, in consultation with the EAP, prior to their incorporation as a standard in this MOU.
- 5) The District shall review grade distribution and assessment results in grades 3, 5, 8 and 11.

VIII. Equity in Special Education and Special Program Access.

- a) In accordance with the recommendations and findings of the IEA, the responsibilities of the District related to Equity in Special Education and Special Program Access shall include, but not be limited to, the following:
 - 1) The District shall continue its efforts to address racial disparities in Special Education. The District shall continue to identify statistically significant disparities by race, gender and disability category, in both identification and

restrictiveness of placement.

- 2) The District shall continue to provide information to parents regarding the rights of eligible students with disabilities under the Individuals with Disabilities Education Act (IDEA) and Chapter 14 of the Pennsylvania Board of Education regulations and PHRA.
- 3) The District shall continue to document the measures taken to decrease statistically significant minority over-identification and levels of restrictiveness.
- 4) The District shall continue to provide teachers adequate support, training and time to collaborate on addressing the needs of students with learning disabilities and on enhancing instructional strategies to meet the needs of those students experiencing instructional or behavioral issues.
- 5) The District shall continue to monitor, develop and revise as necessary the array of strategies and interventions available through its intervention system to increase the frequency and quality of strategies and interventions for those students experiencing learning difficulties by providing for collaborative problem solving among teachers, related service providers, family members, and administrators.
- 6) The District shall continue to train and supplement skills of school-based staff to address students' academic and behavioral needs and determine whether curriculum instructional materials, instructional practices, teacher perceptions, or other factors impact the student's difficulties.
- 7) The Schools shall document difficulties students experience and determine possible reasons for the problems, provide and document classroom

modifications and/or other strategies, assess interventions to ensure that they are appropriate and successful, monitor students' progress for a significant period of time, and identify students for whom the learning and/or behavior difficulty persists despite suggested interventions.

- 8) The District shall continue to assure that all special education instructional and support services staff have sufficient resources, skills, and professional development opportunities to understand and respond to the needs of all students.
- 9) The District shall continue to provide a sufficiently rigorous curriculum accessible to all to encourage potential student candidates to improve their academic skills and prepare for advanced coursework.
- 10) The District will continue to expand the number of Advanced Placement courses each high school is offering and encourage all students to register for more rigorous courses at the secondary level.
- 11) The District shall continue to explore and implement an alternative, non-traditional, culturally responsive criteria model for determining "giftedness" in students who may not meet the traditional criteria for identification as mentally gifted.
- 12) The District shall, in accordance with Special Education for Gifted Students Regulations, Chapter 16 of the Pennsylvania Code, adopt and use a system to locate and identify all students within the District who are thought to be gifted and in need of specially designed instruction; inform the parents/guardians of the available programs and the manner by which to request these services and programs; and inform them of the available gifted education services and,

after discussion with teachers and administrators and following appropriate staff training, use multiple criteria to place students in the gifted program.

- 13) The District shall develop and monitor strategies for reducing the racial and ethnic disparities in gifted program placements with the goal of significantly reducing the gap.

IX. Monitoring.

- a) In accordance with the recommendations and findings of the IEA, the responsibilities of the District related to Monitoring shall include, but not be limited to, the following:
 - 1) The PHRC shall monitor the District's progress in achieving equity in achievement, discipline, special education and special program access throughout the term of this MOU.
 - 2) The District shall continue to make available to the PHRC and EAP upon request all equity related funding proposals, grant applications, reports, summaries, strategic plans, evaluations, and other related information.
 - 3) The District shall submit data reports to the EAP and PHRC annually regarding courses that (1) specifically examine, and/or (2) include significant content about, African American culture. Said reports shall include the following information for each course: syllabus, instructor, school, semester offered, and enrollment.
 - 4) The District shall submit data reports to the EAP and PHRC at the end of each school year, including, but not limited to the following categories of student

data for each school disaggregated by race and gender:

- i. PSSA, Keystone or other state assessment data for grades 3, 5, 8, 11
 - ii. One to three-day suspensions
 - iii. Four to ten-day suspensions
 - iv. AP enrollment
 - v. AP exam scores
 - vi. IEP by race, gender and service type and disability category
 - vii. Gifted Identification
 - viii. Number of IB exams taken disaggregated by race.
 - ix. Number of students receiving IB diplomas disaggregated by race.
 - x. Number of students whose "Magnet" status was rescinded during the year disaggregated by race and gender.
- 5) The District shall submit data reports required by this MOU in a usable format consistent with available data. The form and format of the data reports shall be agreed upon by the parties.
 - 6) The District shall submit information electronically whenever possible.
 - 7) The Equity Office and the EAP shall have an opportunity to present to the Board of Education semi-annually on topics related to the MOU, Equity Audit, Equity Plan, Achievement Gap Data, and other related information.
 - 8) The PHRC and the District shall attempt in good faith to reach agreement on any required modifications that arise during the term of this MOU.
 - 9) The PHRC shall review the District's progress annually, including the IEA recommendations, upon receipt of the data reports required under this MOU.

The PHRC shall determine at each review whether or not the District continues to make significant progress toward its equity goals in this MOU.

The PHRC shall report this determination to the District and the EAP within 90 days of receipt of the final annual data report. The District shall include documentation of reasons goals have not been achieved.

- 10) The PHRC shall measure the District's progress based on the indicators of progress set forth in the findings by the IEA. The PHRC may measure the District's progress based on additional criteria upon agreement of the PHRC, EAP and District.
- 11) At the conclusion of the second full year of this MOU, the PHRC, EAP and District shall meet to discuss the status of implementation of the MOU and the two annual reports which have been issued by the PHRC.
- 12) At the end of the term of this MOU, the PHRC shall issue a finding of whether the District has made significant progress based on this MOU.

(SIGNATURES ON NEXT PAGE)

**THE PARTIES AGREE TO THE TERMS OF THIS MOU
AS EVIDENCED BY THEIR SIGNATURES BELOW**

SCHOOL DISTRICT OF PITTSBURGH WITNESS

By: *Dale Udari* Board President
Date: 9/13/2022 Date:

Approved as to form:

Ira Weiss

Ira Weiss, Esq.
Date:

EQUITY ADVISORY PANEL

WITNESS

By: *Wanda Henderson* Wanda Henderson, Chairperson
Date: 10/17/22 Date:

PA HUMAN RELATIONS COMMISSION

By: *M. Joel Bolstein* 8-22-22
M. Joel Bolstein, Chairperson
Date:

Approved as to form:

Samuel Rivera

Samuel Rivera, Chief Counsel
Date: August 23, 2022