

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 suspensions and 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 PHRA.

WHEREAS, the Advocates, the District and PHRC entered into a Conciliation Agreement and Consent Order (Conciliation Agreement) in 2006 which contained some 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 the District pursuant to the Conciliation Agreement, was not prepared to conclude that the District had achieved sufficient progress to justify termination of the Conciliation Agreement in 2012.

WHEREAS, the PHRC and the District agreed to avoid engaging in a protracted dispute resolution process given the common recognition that additional progress is a

shared goal and agreed to enter into a Memorandum of Understanding 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 into a new MOU with the PHRC.

NOW THEREFORE, this _____ day of _____, 2015, 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 into this Memorandum of Understanding (MOU) to continue the District's commitment to the Equity Advisory Panel and their shared goal of equity in education.

I. Term. This Memorandum of Understanding shall be effective as of the date it is executed by both parties and shall expire on August 30, 2020 unless otherwise extended by mutual consent of the parties.

II. Implementation Plan.

a) Within nine (9) months of the signing of this agreement, the District will provide in writing to the EAP a detailed Implementation Plan. The Implementation Plan will detail the action steps which the District will take to in order to accomplish the terms under the MOU.

III. Administrative Support.

a) The School District shall maintain a full-time administrator whose duties shall include coordinating all of the District's equity initiatives throughout the term of this MOU.

b) The individual identified in accordance with Paragraph III (a), hereinafter referred to as Coordinator, will report directly to the Superintendent or Deputy Superintendent and have access to the records of all District offices. The individual shall be referred to as Coordinator for purposes of this MOU only and may have any title approved by the District.

c) The Coordinator will be responsible for meeting the requirements and goals of this MOU.

d) The responsibilities of the Coordinator or his/her designee(s) shall include, but not be limited to, the following:

1) Coordinate meetings and distribution of information to the Equity Advisory Panel, which shall be maintained as set forth in this MOU, 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: 1-3 and 4-10 day suspensions, alternative education for disruptive youth placements, and expulsions.

iii. Special program data, including, but not limited to the following: 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 distribute data reports to the PHRC and the Equity Advisory Panel.
- 5) Evaluate the District's equity programs and initiatives using an outcomes-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) Review best practices information 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 Equity Advisory Panel at least four (4) times during the school year with two (2) additional optional meetings, or as requested by the Equity Advisory Panel 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 within a reasonable time-period explain the reasoning for not implementing recommendations.

e) The District shall maintain the existing Equity Advisory Panel whose members shall continue to serve for the term of this MOU unless the District and the Panel agree to specific substitutions.

f) 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 Coordinator.

IV. Board Support.

a) A designated representative of the Board of School Directors of the District shall attend meetings of the Equity Advisory Panel.

V. Instructional Support.

a) 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;

b) 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

Priority and Focus schools, and the implementation of the Parental and Family Involvement Policy.

- c) 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.
- d) 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 and behavioral partnerships, team building, social skills, conflict resolution, and connection-interactions-personal responsibility.
- e) 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.
- f) The District shall continue to provide targeted professional development opportunities based on culturally relevant pedagogy and needs assessments of instructional, administrative, and support staff.
- g) The District shall continue to offer professional development in differentiated instruction to accommodate students' diverse learning styles, cultural backgrounds and other significant learning differences.

- h) 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 continue to use research-based teaching practices and diagnostic formative interim and summative assessments to determine the needs and measure the progress of students. The District shall attempt to identify culturally appropriate assessment instruments.
- j) The District shall implement flexible groups to address the various educational needs of students and to eliminate permanent “tracking” of students.
- k) The District shall continue to base program decisions on data.
- l) The District shall continue to provide for and expand opportunities to elicit active and authentic student input.

VI. Equity in Discipline.

- a) The District shall provide professional development resources for teachers, administrators and school board members concerning the impact of differing cultural norms, values and belief systems on 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.
- b) The District shall provide a challenging research-based, tiered core curriculum.
- c) The District shall improve the school’s disciplinary climate through use of the following: culturally responsive disciplinary actions, collecting and analyzing

data on referrals for discipline and disciplinary actions by race and type of offense; providing specialized training for those teachers who refer African American students for discipline in statistically significant disproportion to their class enrollment; and providing positive training for new teachers and those expressing an interest.

d) The District shall explore and establish as appropriate and/or effective a mediation program to resolve minor behavior infractions.

e) The District shall develop guidelines for examining patterns of disparate discipline.

VII. Reducing the Achievement Gap.

a) 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.

b) The District shall recruit highly qualified certified teachers and provide them with appropriate training and professional development to meet the needs of the diverse student population. The District will make a concerted effort to promote diversity and to accurately reflect the District's student-body demographics in its recruitment and hiring of staff.

c) The District shall continue to set annual numeric goals for reducing the statistically significant racial disparities in achievement with the goal of eliminating the achievement gap.

d) 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) The District shall continue its efforts to address racial disparities in Special Education. The District shall continue to identify statistically significant disparities by race along with disability category, in both identification and restrictiveness of placement.
- b) 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.
- c) The District shall continue to document the measures taken to decrease statistically significant minority over-identification and levels of restrictiveness.
- d) The District shall continue to provide teachers adequate support, training and time to collaborate on addressing the needs of children with learning problems and on enhancing instructional strategies to meet the needs of those students experiencing instructional or behavioral problems.
- e) 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 personnel, family members, and administrators. The District shall strive to improve attitudes 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.

f) 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.

g) 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.

h) 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.

i) 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.

j) The District shall continue to explore and implement an alternative, non-traditional criteria model for determining "giftedness" in students who may not meet the traditional criteria for identification as mentally gifted.

k) 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 with the District who are thought to be gifted and in need

of specially designed instruction; inform the public of gifted education services and programs and the manner by which to request these services and programs; and, after discussion with teachers and administrators and following appropriate staff training, use multiple criteria to placed students in the gifted program.

l) 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) 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.

b) The District shall continue to make available to the PHRC upon request all equity related funding proposals, grant applications, reports, summaries, strategic plans, evaluations, and other related information.

c) The District shall submit data reports to the EAP and PHRC annually 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:

- 1) PSSA, Keystone or other state assessment data for grades 3, 5, 8, 11
- 2) 1-3 day suspensions
- 3) 4-10 day suspensions
- 4) AP enrollment
- 5) AP exam scores
- 6) IEP by service type and disability category

- 7) Gifted Identification
 - 8) Number of IB exams taken disaggregated by race.
 - 9) Number of students receiving IB diplomas disaggregated by race.
 - 10) Number of students whose "Magnet" status was rescinded during the year disaggregated by race.
- d) The District shall submit data reports to the EAP and PHRC annually providing course and curricular information demonstrating the inclusion of African American culture.
 - e) 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.
 - f) The District shall submit information electronically whenever possible.
 - g) EAP shall nominate a designee from the Equity Advisory Panel to report semi-annually at a public Board meeting on the status of implementation of this MOU.
 - h) 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.
 - i) The PHRC shall review the District's progress annually within 30 days of the receipt of the data reports required under Paragraphs IX (c) and (d). The PHRC shall determine at each review whether or not the District continues to make significant progress toward its equity goals outlined in the District's Equity Plan. The PHRC shall report this determination to the District and the EAP within 90 days of receipt of the data reports.

j) The PHRC shall measure the District's progress based on the indicators of progress set forth in the District's Equity Plan and as compared to the progress of other urban school districts working to eliminate racial achievement gaps. The PHRC may measure the District's progress based on additional criteria if it determines that the indicators of progress in the District's Equity Plan are not sufficient.

k) 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 by that time under Paragraph IX (i) of this MOU.

l) At the end of the term of this MOU, the PHRC shall issue a finding of whether or not the District has made significant progress based on its Equity Plan and outlined in Paragraphs IX (i) and (j).


m) If the PHRC issues a finding that the District has not made significant progress at the expiration of the term of this MOU, the District shall, within six (6) months, review and revise its Equity Plan based on an independent evaluation of existing equity initiatives and the parties may agree to extend the term of this MOU.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have set their hand(s) and seal(s)

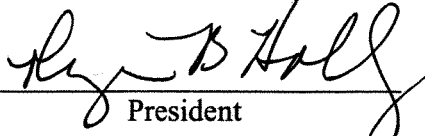
the date first above.

ATTEST:



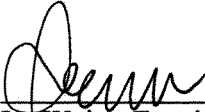
Secretary

SCHOOL DISTRICT OF PITTSBURGH

By: 

President

APPROVED AS TO FORM:



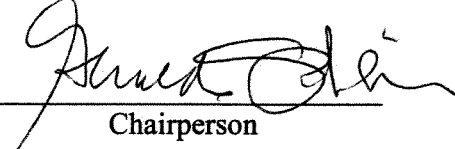
Ira Weiss, Esquire

Approved on _____

ATTEST:

Secretary

PENNSYLVANIA HUMAN
RELATIONS COMMISSION

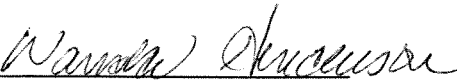
By: 

Chairperson

APPROVED AS TO FORM:

ACKNOWLEDGED BY:

EQUITY ADVISORY PANEL

By: 

Chairperson