



# School District Racial Equity Audit

Request for Proposals

  
**Expect great things.**

# The School District of Pittsburgh

## Request for Proposals

### Racial Equity Audit

Pittsburgh Public Schools (PPS) is interested in partnering with a consultant or firm that has successfully conducted audits and/or studies of racial equity in public school districts. We invite qualified providers to submit proposals for a district-wide racial equity audit that will support our efforts to close opportunity gaps by providing systemically excluded students (i.e., African American students) with equitable access to programming and resources while also eliminating policies, practices, attitudes, and cultural messages that reinforce individual and institutional bias and disparate outcomes. PPS is looking for an experienced professional who has worked with public education institutions to examine student access to high-quality programs, high-quality instruction, just discipline procedures, equitable resources, and root cause analysis of persistent achievement disparities for African American students. This auditor should be fluent in antiracism with a history of coalition building and a commitment to racial and social justice. The racial equity audit will provide an opportunity to examine our systems, practices, and policies that impede access, opportunities, and equitable outcomes for African American students' academic and social-emotional well-being. In addition to examining the student experience, the audit will provide us the opportunity to analyze the impact of our policies and practices on staff members.

#### **I. Proposal Submission and Deadline**

All proposals must be submitted electronically to Elizabeth Brovey at [ebrovey1@pghschools.org](mailto:ebrovey1@pghschools.org) by 5:00 PM EST on February 15, 2023, with "PPS Racial Equity Audit" as the subject line. Proposals, including any/all attachments and cover letter, should be submitted as a single PDF document. Proposals should be submitted in accordance with the proposal outline detailed in this RFP. Pittsburgh Public Schools reserves the right to reject any and all proposals, waive irregularities, and select the proposal that is determined to be the most advantageous to the school district. Late proposals will not be accepted. Proposals submitted via hard copy or fax will not be accepted.

#### **II. About Pittsburgh Public Schools**

As the largest of 43 school districts in Allegheny County and the second largest in Pennsylvania, Pittsburgh Public Schools (PPS) serves approximately 20,000 students in Kindergarten through Grade 12 in 54 schools. In addition, Early Childhood programs serve over 1,500 three and four-year-olds in classrooms across the city. Pittsburgh Public Schools has a vision that all students will graduate high school, college, career, and life ready; prepared to complete a two- or four-year college degree or workforce certification. To help us achieve this vision, the District announced

its 2017-2022 Strategic Plan: Expect Great Things, which sets forth four strategic themes and 19 initiatives to reach four long-term outcomes:

- Increase proficiency in literacy for all students.
- Increase proficiency in math for all students.
- Ensure all students are equipped with skills to succeed in college, career, and life.
- Eliminate racial disparity in achievement levels of African American students.

### **III. Project Purpose**

While it is known that racial inequities persist within our district, there is still much to be learned regarding the nature, magnitude, and root causes of the inequities that exist. An equity audit can be used as a tool to facilitate this necessary learning and inform strategies to address inequities and foster improvement moving forward. PPS is uniquely positioned in that it functions under both a compliance and commitment mandate. A compliance agreement with the Equity Advisory Panel (EAP) through the Pennsylvania Human Relations Commission (PHRC) exists to monitor and address inequities for African American students within the Pittsburgh Public Schools.

In 1992, a racial discrimination complaint was made against the District by the Advocates for African American Students in the Pittsburgh Public Schools. The PA Human Relations Commission found that PPS 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 2006, the PHRC and the District decided that it was in the best interest of the parties to avoid litigation and thus mutually agreed to enter into a Conciliation Agreement that outlined more than 90 terms designed to close the racial achievement gap, reduce the disparity in suspensions between White and African-American students, and to address concerns involving District employee hiring practices. In 2012, at the conclusion of the Agreement and after a review of data submitted by the District, the PHRC informed the District that it was not prepared to find that the District had made substantial progress in all areas under the Agreement. However, to avoid a lengthy adversarial dispute resolution process, the PHRC recommended that the District voluntarily enter into a Memorandum of Understanding with the PHRC. The parties are currently in the third extension of this MOU, with insubstantial progress being made on key items.

At the same time, the leadership and staff of the District are committed to systemic racial equity beyond the framework provided by the MOU. PPS defines educational equity as raising the achievement of all students while (1) narrowing the gaps between the lowest and highest-performing students and (2) eliminating the racial predictability and disproportionality of which student groups occupy the highest and lowest achievement categories (Singleton & Linton, 2006). More specifically, “Racial equity is the condition that would be achieved if one’s racial identity no longer predicted, in a statistical sense, how one fares. This includes the elimination of policies, practices, attitudes, and cultural messages that reinforce or fail to eliminate differential

outcomes by race” (Center for Assessment and Policy Development) “but also the presence of deliberate systems and supports to achieve and sustain racial equity through proactive and preventative measures” (National Education Association). This level of commitment mandates the analysis and ongoing monitoring of all aspects of the system that contribute to student achievement, even in the absence of legal cause.

Introduced in 2019, *On Track to Equity* is the District’s racial equity plan. The 97-page plan details 27 key action steps the District is taking toward this goal, each grouped under one of seven focus areas outlined in the Racial Equity MOU between PPS and the PHRC. As a starting point, this plan illustrates the District’s commitment to moving beyond compliance with the MOU to demonstrate our commitment to the continued monitoring of our progress and supporting the work of the Equity Advisory Panel. Click [here](#) to view the full *On Track to Equity* plan.

While there have been advancements in the District’s efforts through the creation of a Board equity policy and equity plan, the establishment of an equity office, ongoing equity professional learning, and targeted practices and processes to address racial disparities, stubborn results in the MOU reporting categories continue to keep racial equity elusive and the District’s 53% African American student population remains in the lowest-access categories. There is a dramatic disparity between African-American and White students in every grade level and every subject. African American children, on average, are 107.69% more likely to receive long-term (4-10 day) suspensions. African-American students are, on average, 90.85 % more likely than White students to be characterized as having a social/emotional disability. The data also shows that African American students have their magnet status rescinded in numbers considerably greater than White students.

The current Racial Equity MOU, which further solidifies the District’s commitment to equity in education, requires PPS to retain an independent equity auditor. Section II of the 2022 MOU outlines the following:

- 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 of 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 part of this MOU.

- e) Within two months of receipt of the IEA’s findings and recommendations, the District shall respond to and begin planning to implement the IEA’s recommendations 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.

The complete Racial Equity MOU is included in Appendix A as an attachment.

**IV. Scope of Services**

***Essential Questions***

The successful contractor must have the experience and capacity to examine the District’s attitudes, policies, practices, and systems in alignment with the following essential questions, which will guide the overall process of the PPS Racial Equity Audit:

1. What are the patterns of racial disproportionality that exist in the District? What new trends require our attention?
2. What historical and contemporary root causes contribute to our racial inequities and disparities?
3. What policies and practices are helping/hindering equitable opportunity, access, experience, and achievement for African American students?
4. How well are the District’s equity efforts being implemented? How impactful are they?
5. In what ways can PPS create deliberate systems and supports to achieve and sustain racial equity through proactive and preventative measures?

***Areas of Focus***

PPS gleaned key themes from the 2022 Racial Equity MOU to determine the areas of focus for the audit. For each overarching area, the auditor will examine research questions that will guide the work.

Areas of Focus	Research Questions	Key Variables of Interest
<b>1. Programmatic Equity</b> <i>Assesses Equity in Special Education Identification and Special Program Access</i>	In what ways have program access, placement and enrollment contributed to racial inequities and racial disproportionality?	<ul style="list-style-type: none"> <li>☞ Individuals w/Disabilities</li> <li>☞ LRE</li> <li>☞ Gifted and Talented</li> <li>☞ Advanced Placement</li> <li>☞ Magnet</li> <li>☞ Supports for Struggling Learners</li> <li>☞ Referral Processes</li> <li>☞ Delivery Models</li> <li>☞ MTSS</li> <li>☞ IEPs and 504s</li> </ul>

<p><b>2. Instructional Equity</b> <i>Assesses Culturally Responsive Curriculum and Pedagogy</i></p>	<ul style="list-style-type: none"> <li>▪ To what extent do the District’s curriculum, instruction policies, and practices cultivate an equitable learning environment?</li> <li>▪ To what extent is the District curriculum diverse, equitable, and inclusive in embedded and explicit ways?</li> <li>▪ To what extent are current instructional and pedagogical practices impacting opportunity and achievement gaps?</li> <li>▪ To what extent do teachers and staff consistently utilize equitable instruction, provide equitable access to content, and meet the learning needs of African American students?</li> </ul>	<ul style="list-style-type: none"> <li>☞ Curriculum Materials</li> <li>☞ Course Catalogue</li> <li>☞ Instructional Frameworks</li> <li>☞ Student Work</li> <li>☞ Supervision of Instruction</li> </ul>
<p><b>3. Fostering an Equitable School Climate</b> <i>Assesses Restoration-Focused, Inclusive Practices</i></p>	<p>To what extent are schools creating anti-racist environments, where culturally responsive approaches connect African American students to learning and minimize exclusionary and disproportionate discipline and juvenile justice?</p>	<ul style="list-style-type: none"> <li>☞ Suspensions</li> <li>☞ Expulsions</li> <li>☞ Alternative Placement</li> <li>☞ Office Discipline Referrals</li> <li>☞ Legal Referrals</li> <li>☞ Code of Conduct</li> <li>☞ Disciplinary Policies &amp; Practices</li> <li>☞ Consequence Systems</li> <li>☞ De-escalation Techniques</li> <li>☞ Pursuing Equitable Restorative Communities</li> <li>☞ School Climate Data</li> <li>☞ Equity Walks</li> <li>☞ Culturally Responsive-Sustaining Education</li> </ul>
<p><b>4. Organizational Leadership for Equity</b> <i>Assesses the Leadership Team’s Capacity to Address Institutional Racism and Equity</i></p>	<ul style="list-style-type: none"> <li>▪ How do District leaders define and understand racial equity?</li> <li>▪ To what extent do District leaders and departments demonstrate the knowledge, commitment, and skills to address racial inequities?</li> <li>▪ To what extent do the District’s administrative policies and practices ensure an equitable work and learning environment at all levels?</li> </ul>	<ul style="list-style-type: none"> <li>☞ District Mission, Vision, Priorities, Goals</li> <li>☞ On Track to Equity Plan</li> <li>☞ Organizational Chart</li> <li>☞ Strategic Plans/Audits</li> <li>☞ Decision-Making Processes</li> <li>☞ Theory of Change</li> <li>☞ Theory of Action</li> <li>☞ Coordination of Services</li> <li>☞ Communication Norms</li> <li>☞ Collaborative Processes</li> <li>☞ Employee Handbook</li> </ul>
<p><b>5. Resource Equity</b> <i>Assesses the Equitable Distribution of Fiscal, Material and Human Resources</i></p>	<ul style="list-style-type: none"> <li>▪ How well does the school system allocate money, materials, staff, and other resources to improve African American students’ academic skills and prepare them for advanced coursework?</li> </ul>	<ul style="list-style-type: none"> <li>☞ Central Budget</li> <li>☞ School Budgets</li> <li>☞ Supplementary Funds /Grants</li> <li>☞ Technology</li> <li>☞ Facilities</li> <li>☞ Curriculum</li> </ul>

	<ul style="list-style-type: none"> <li>▪ To what extent do the District’s resource and fiscal policies and practices ensure an equitable work and learning environment?</li> <li>▪ To what extent do African American students have access to sufficiently rigorous curriculum to improve their academic skills and prepare for advanced coursework?</li> <li>▪ What are the impacts of recruitment, placement and retention efforts related to African American teaching candidates, administrators and staff?</li> </ul>	<ul style="list-style-type: none"> <li>☞ Feeder Patterns</li> <li>☞ Staff Demographics</li> <li>☞ Placement Processes</li> <li>☞ Retention</li> <li>☞ Compensation</li> <li>☞ Promotions</li> <li>☞ Exit Interviews</li> </ul>
<p><b>6. Achievement Equity</b> <i>Assesses the degree to which African American students are meeting key learning competencies to become college, career and life ready</i></p>	<ul style="list-style-type: none"> <li>▪ Where are African American students experiencing academic growth and learning?</li> <li>▪ What school and District systems, policies and practices can be linked to African American student academic growth and learning?</li> </ul>	<ul style="list-style-type: none"> <li>☞ State Assessments (PSSA/Keystone)</li> <li>☞ District Assessment (i.e., MAP, Dibels)</li> <li>☞ PVAAS</li> <li>☞ Student Readiness to Learn</li> <li>☞ Graduation rates</li> <li>☞ Post-secondary readiness</li> <li>☞ Course grades</li> <li>☞ AP/IB Course Grades/Scores</li> <li>☞ Third Grade Reading Levels</li> <li>☞ Student Work</li> </ul>
<p><b>7. Collaborating with Students, Families and Communities</b> <i>Assesses the degree to which sustained collaboration with African American students, families and communities creates trusting relationships, engagement, voice, and meaningful participation</i></p>	<ul style="list-style-type: none"> <li>▪ To what extent is the District effectively engaging African American communities to hear their needs and perspectives?</li> <li>▪ To what extent is the District effectively collaborating with communities to meet the needs of African American students?</li> <li>▪ To what extent is the District eliciting active and authentic student input on racial equity issues?</li> <li>▪ To what extent do African American students, families, and community members shape the educational process and school improvement for racial equity?</li> </ul>	<ul style="list-style-type: none"> <li>☞ Annual Parent Survey</li> <li>☞ Community Schools</li> <li>☞ Family and Communication Engagement Coordinators</li> <li>☞ Parent Advisory Council</li> <li>☞ Parent &amp; Family Engagement Policy</li> <li>☞ Parent Hotline</li> <li>☞ Parent School Community Council</li> <li>☞ Public Hearings</li> <li>☞ Student Advisory Council</li> <li>☞ Take a Father to School Day</li> <li>☞ Parents Empowering Parents</li> <li>☞ Let’s Talk Engagement Platform</li> </ul>
<p><b>8. Professional Learning and Personal Growth</b> <i>Assesses ongoing opportunities and professional development to engage in improvement for racial equity</i></p>	<ul style="list-style-type: none"> <li>▪ To what degree does the District implement racial equity professional learning in aligned and coherent ways?</li> <li>▪ What is the impact of racial equity professional development on staff growth, learning and practice?</li> </ul>	<ul style="list-style-type: none"> <li>☞ Professional learning plans</li> <li>☞ Professional development courses</li> <li>☞ PD participant attendance and feedback</li> <li>☞ Supervision of instruction/performance</li> </ul>

### ***Data Collection/Methodology***

The Auditor will enter into a data-sharing agreement with the District. To understand the whole experience of the District, the Auditor will disaggregate student-level data by race/ethnicity, gender, socioeconomic status, disability, English language proficiency, and grade level. Data collection methods are to include, but not be limited to, the following:

- Analysis of Available Quantitative and Qualitative Data
  - Stakeholder Feedback (conducting interviews, focus groups, surveys)
    - District leaders
    - \*Executive Director of Equity
    - School leaders
    - \*Equity Advisory Panel members
    - Board of Education members
    - Community members
    - Caregivers
    - Students
    - Teachers and Staff
  - Curriculum Review
  - Policy & Document Analysis
- \*in-depth interviews (which may include feedback from past and present members)

### ***Support Services We Need***

- Planning Meetings with the District team to align priorities, establish goals, confirm timeline, and develop metrics for success
- Ongoing, consistent communication with the District’s point of contact for the project to ensure smooth implementation of the work plan
- Workplan outlining methods and approaches that will be used to answer the agreed-upon areas of focus and questions of interest (to be finalized after contract approval)
- Final written report with recommended strategies delivered to the District Leadership, PHRC, and EAP
- Guidance for Strategic Planning (supporting District leaders to develop an equity-oriented strategic plan that is based on the examination of findings and builds on the strengths of the existing district or school programs and initiatives)

### ***Expected Deliverables***

- Final Racial Equity Audit Report

Upon the completion of the audit, the auditor will write a thorough report of the findings. This report will be structured to share the following information overall and by each audit category.

- Key Findings: What was learned?
- Data Sources and Methods: What/How was information gathered?
- Background: What contextual information will situate the data for the audience?
- Analysis: What does the data tell us?



- Conclusion, Goals, and Recommendations: Based on what was learned, what goals should PPS set to attain higher achievement and eliminate racial disparities? What are the recommended strategies within each audit category, along with examples of best practices for African American students? What steps can be taken to achieve the identified goals?

- Aligned Equity Dashboard
- Metrics for monitoring progress
- Informal meetings with a small group of representative committee members to preview and interpret the findings and recommendations prior to public dissemination
- Formal presentation to the Board of Education, assessing the causes of inequity and recommending strategies supported by researched-based best practices
- Informal working meetings with the PPS Administration to co-construct an equity-oriented strategic plan that is based on the examination of findings and builds on the strengths of the existing district or school programs and initiatives

## **V. Proposal Submissions**

All proposals must be submitted electronically to Elizabeth Brovey at [ebrovey1@pghschools.org](mailto:ebrovey1@pghschools.org) by 5:00 PM EST on February 15, 2023, with “PPS Racial Equity Audit” as the subject line. Late proposals will not be accepted. Proposals, including any/all attachments and cover letter, should be submitted as a single PDF document not to exceed 30 pages. Proposals submitted via hard copy or fax will not be accepted. The courtesy of the submission of an ‘intent to submit a proposal’, sent via e-mail to Elizabeth Brovey at [ebrovey1@pghschools.org](mailto:ebrovey1@pghschools.org), is appreciated so that the review committee can appropriately schedule proposal reviews to meet the target timeline. Proposers are not required to send an ‘intent to submit.’ Proposals should be submitted in accordance with the proposal outline detailed in this RFP. The District reserves the right to select a proposal in its entirety or some portions thereof. Furthermore, the District reserves the right to reject any and all proposals and to waive irregularities. Responses should be organized so that the specific request for information begins on a new page.

## **VI. Cost of RFP and Associated Responses**

This RFP does not commit the District to pay any expenses incurred by any firm in the submission or presentation of a proposal or in making the necessary studies to prepare a proposal. All such costs and expenses shall be borne by each firm.

## **VII. Right to Clarification and Additional Research**

The District reserves the right to obtain clarification of any point in a firm’s proposal or to obtain additional information necessary to evaluate a particular proposal properly. Failure of a firm to respond to such a request for additional information or clarification could result in the rejection of the proposal. The District may obtain information from any legal source for the clarification of

any proposal or for information on any firm including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The District shall not be required to inform the firm of any intent to perform additional research in this respect or of any information thereby received.

**VIII. Evaluation Criteria and Selection Process**

An evaluation committee, inclusive of, but not limited to, the Executive Director of Equity and Equity Advisory Panel representatives, will review the proposals. The role of the evaluation committee is to evaluate the submitted proposals and make a recommendation of award. The contract will be awarded to the qualified bidder whose proposal is most advantageous to the District. The evaluation criteria specified below will be considered but will not be the sole factor used to determine the successful bidder. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award based upon the evaluation criteria. The District anticipates using the following criteria:

<b>Evaluation Criteria</b>	<b>Weight</b>
Project Approach and Implementation	50%
Cost	25%
Experience and Qualifications	20%
Presentation	5%

**IX. Timeline**

The Pittsburgh Public Schools requests proposals from experienced and qualified firms to provide the services described herein. Selection of the firm will be made based on proposals submitted. There may also be presentations or interviews (conducted remotely). A timetable for the selection process is provided below:

RFP Issued	12/15/22
Proposals Due	2/15/23
Presentations/Interviews (if needed)	3/6/23 – 3/10/23
Notification to Proposers	By 3/17/23
Approval by the Board of Directors	3/22/23

## X. Proposal Outline

1. **Cover Letter:** Provide the name, mailing address, e-mail address, and telephone number of the firm submitting the proposal. The cover letter must be signed by an authorized officer of the organization.
2. **Table of Contents:** Clearly identify material contained in the proposal by section and page number.
3. **Introduction:** Provide an overview of the firm and its qualifications as they relate to this RFP. Briefly describe the firm's relevant experience that best characterize the firm's capability to conduct a racial equity audit and/or study of racial equity in public school districts. Additionally, share relevant qualifications with respect to racial disparity data collection and analysis, critical race studies, and culturally responsive methods. If available, share relevant evidence of impact, outcomes from prior work, and sample work products.
4. **References:** Provide references for two to three clients with successful, similarly scoped services, including the name of the organization, contact name, telephone, and e-mail address.
5. **Equal Employment Opportunity and Firm Information:**
  - Describe your firm's equal employment opportunity policies and programs.
  - Has your firm or any of its employees, or anyone acting on its behalf, ever been convicted of any crime or offense arising directly or indirectly from the conduct of your firm's business, or have any of your firm's officers, directors or persons exercising substantial policy discretion ever been convicted of any crime or offense involving financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail.
  - Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your firm's business which is still pending or have any of your firm's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving financial misconduct or fraud which is still pending? If so, please describe any such indictments and surrounding circumstances in detail.
  - Please describe (i) any material financial relationships that your firm or any firm employee has with any financial advisory firms, investment banks or law firms or other persons or entities that may create a conflict of interest in acting as a contractor with the District; (ii) any family relationship that any employee of your firm has with any public servant that may create a conflict of interest, or the appearance of a conflict of interest in acting as a contractor with the District and (iii) any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a contractor with the District. Describe any procedures your firm either has adopted or would adopt to assure the District that a conflict of interest would not exist for your firm in the future.

6. **Project Understanding:** Based on what you know or have researched about Pittsburgh Public Schools, please provide an explanation and interpretation of the District’s needs to achieve the desired outcomes. Describe your understanding of this project’s goals and needed services. What is your interpretation of our needs?
7. **Contractor Personnel and Qualifications:** Identify all personnel assigned to this contract. List names, titles, years of experience, a brief summary of their work experience, areas of expertise and certifications, length of service with your firm, reporting relationships, location, and other qualifications relevant to the District’s project. Specifically, identify the project manager who will be the District’s single point of contact for the contract and the individual(s) who would deliver services.
8. **Approach and Coordination:** Describe the services your firm proposes to meet the requirements identified in the scope of services. At a minimum, provide a detailed description of:
  - The approach you propose to deliver on the scope of services outlined above.
  - The methodology proposed to accomplish the scope of services outlined, including data collection processes, tools and instruments to be used, analysis method, and how you will work to mitigate or avoid research biases. Please describe which data will be collected in-person or remotely.
  - The plan for communication/engagement between the firm and District for the duration of the contract—i.e., how you would work to keep the PPS Administration involved throughout and engaged in collaborative decision-making and planning of services and recommendations.
  - All tools and resources necessary, specifically identifying those provided by your firm and those that would be required of the District. Please identify all possible ADA-compliant accommodations available for these tools and resources.
  - A detailed list of information/data that would be needed from the District.
  - Additional information as desired by bidder.
9. **Budget and Budget Narrative:** Identify the total cost of providing the scope of services, and itemize all costs related directly or indirectly to each component of the project, e.g. materials, cost per activity, etc. Costs should include, but not be limited to, hourly or daily rates of assigned personnel and travel and per diem costs (if applicable). It is expected that general, overhead, and administrative costs are included in the hourly or daily rates for labor. It will be assumed that all contingencies and/or anticipated escalations are included. In addition to the numerical budget, please also provide a description of the assumptions underlying the proposed costs. Each line item in the budget should have a descriptive sentence/paragraph in the budget narrative. Please provide the overall hourly rate for the entirety of this project as one figure, e.g. \$XX.XX per hour. Proposals should include the proposed work schedule, timeline, and deliverables resulting from the audit. The contract will begin on April 1, 2023, and should be completed by April 30, 2024. Cost: Proposals must include the estimated cost for all work related to tasks and deliverables outlined in the Schedule and Timeline.

## **XI. General Terms and Conditions**

1. **Contract:** Proposer agrees that, if approved, they shall enter into a written contract with the District prior to rendering any services. In the event that the Proposer fails to enter into such a contract, the Proposer's approval for an award will be revoked by the District. The contract may include the terms and conditions contained herein and any additional terms and conditions agreed upon by the parties. The Proposer may submit a copy of its form of contract for review and consideration by the District Solicitor.
2. **Term of Contract:** The term of the contract shall be effective upon Board approval, on or around April 1, 2023, until April 3, 2024. The actual term may vary depending on the proposal and the nature of the services provided.
3. **Standards of Performance:** Proposer shall retain and utilize sufficient staff to devote a reasonable amount of time, attention, knowledge, and professional ability, as necessary, to perform all services effectively, efficiently, and consistently in the best interest of the District and to the satisfaction of the Project Manager. **The Proposer shall use effective strategies to facilitate services in the most cost-effective manner consistent with the District's best interests.**
4. **Clearances:** Proposer and its employees who may have direct contact with children during the discharge of responsibilities under this contract shall obtain, at their own expense, and submit all employment history reviews and criminal background reports required by 24 P.S § 1-111 and 1- 111.1, as amended, and child abuse clearances required by 23 Pa.C.S. §6344, as amended. All required reports and clearances must be submitted to the District contact person prior to performing any services under this contract. No payments shall be authorized unless all required reports and clearances have been received. The contractor acknowledges and agrees that it is further responsible for ensuring that the District is notified within seventy-two (72) hours if the Contractor or any of its employees providing services under this Agreement are arrested for any crime set forth in Section 111(e) or (f.1) of the Pennsylvania School Code.
5. **Non-appropriation:** Expenditures not appropriated by the District in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the even that sufficient funds are not appropriated in a subsequent fiscal year by the Board for performance under the contract, the Board shall notify the Proposer and the Contract shall terminate on the last day of the fiscal period for which funds were appropriated.
6. **Favored Nation:** Proposer shall furnish services to the District at a rate no greater than that charged to other public sector entities. If the Proposer overcharges, in addition to all other remedies, the District is entitled to a refund in the amount of the overcharge. The District has the right to offset any overcharge against any amounts due to the Proposer under this or any other agreement between the Proposer and the District and the right to declare the Proposer in default under the contract.
7. **Document Retention:** Proposer shall furnish the District with such information as may be requested relative to the progress, execution, and costs of the project implementation. The Proposer shall maintain all records, correspondence, receipts, vouchers,

subcontractor agreements, memoranda, and other data relating to the services under the contract. All records referenced above shall be retained for three years after completion of the Scope of Services.

8. **Insurance:** Proposer shall procure and maintain insurance for all operations under the contract. All insurers shall be licensed by the Commonwealth of Pennsylvania. The proposer will provide an appropriate certificate of insurance upon signing the contract reflecting these limits with a carrier licensed and authorized to do business in the Commonwealth of Pennsylvania naming the School District of Pittsburgh as an additional insured. Minimum insurance requirements are:

Provider shall maintain a minimum of \$1,000,000.00 of General Liability insurance coverage and additional insurance coverage as follows:

**a. Workers Compensation and Employers Liability:**

1. Workers Compensation: Statutory Limits
2. Employers Liability: \$100,000 for Each Accident - Bodily Injury by Accident; \$100,000 for Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit – Bodily Injury or Disease.
3. Other State's coverage and Endorsement.

**b. Umbrella Liability:** \$1,000,000 per occurrence combined with a single limit for bodily injury (including death), property damage, professional liability, automobile liability, and Employer's Liability excess of the underlying primary policies.

**c. Additional Insured Status:** The District will be added as an additional insured for the General Liability and Umbrella Liability policies under a Blanket Additional Insured Endorsement on the referenced policies.

9. Termination:

- a. **Termination for Convenience:** The District reserves the right to terminate the contract upon 30 calendar days written notice if, at any time, the District deems the services being provided are no longer in its best interests.
- b. **Suspension of Services:** The District reserves the right to suspend the contract, in whole or part, upon five (5) calendar days written notice. Proposer shall promptly resume performance of services upon written notice from the District and upon such equitable extension of time as may be mutually agreed upon in writing by the Project Manager and Proposer. Responsibility for any additional costs or expenses incurred by the Proposer as a result of the suspension of the services shall be determined by mutual agreement of parties.
- c. **Termination for Default:** Events of default include, but are not limited to, the following:
  1. Any material misrepresentation by the Proposer in the securing of the contract or performance of services.
  2. Breach of any agreement, representation, or assurance made by the Proposer in the contract.

3. Failure of Proposer to perform in accordance with or comply with the terms and conditions of the contract, including, but not limited to, the following:
  - a. Any action or failure to act which involves the safety and/or welfare of the District students or staff;
  - b. Failure to provide any portion of the services herein at the agreed upon time for performance and in the agreed upon manner;
  - c. Failure to perform the services with sufficient personnel and materials;
  - d. Failure to perform the services as a result of insolvency, bankruptcy or assignment for the benefit of creditors;
  - e. Failure to perform the services in a manner satisfactory to the District;
  - f. Failure to re-perform previously incomplete and/or unsatisfactory services within a reasonable time period;
  - g. Failure to comply with any term of the contract, including but not limited to, the provisions concerning non-discrimination, and any other acts specifically and expressly stated in the contract.
4. Default by Proposer under any other agreement Proposer may have with the District.
5. Assignment by Proposer for the benefit of creditors or consent by Proposer of any petition or proceeding under any bankruptcy, insolvency, or similar law.
- d. **Remedies:** The District may invoke any or all remedies available at law or in equity. Specific remedies may be set forth in the final contract.
- e. **Turnover of Documents and Records:** After termination or expiration of the contract, the Proposer shall turn over, within three days of the request, all materials, supplies, equipment owned or purchased by the District, completed or partially completed work analyses, data, stored files, documents and any other information related to the Scope of Services and any associated District work.

**10. Confidential Information, Dissemination of Information, Survival:**

- a. **Confidential Information:** While preparing for and/or delivering services, Proposer will have access to or receive confidential information that is not generally known to others. Proposer agrees not to use or disclose any confidential information or any records, reports, or documents prepared as a result of the contract without the prior written consent of the Board or its designee. The proposer agrees to execute any additional confidentiality agreements necessary for performance under this Agreement.
- b. **Dissemination of Information:** Proposer shall not issue publicity news releases or grant press interviews, without prior notice and approval of the District through the Office of Public Information. Proposer shall immediately give notice to the

District and its Solicitor if presented with a Right to Know Law request for documents, records, and data or work products.

- c. **Survival:** The provisions of this paragraph shall survive the termination or expiration of the contract.

#### 11. Intellectual Property:

- a. **Copyright:** The District reserves copyright in all written and electronic materials developed by the District or Provider on behalf of the District as part of this Agreement. District materials may not be copied or otherwise reproduced without the express written permission of the District. The contractor shall retain all right, title, and interest in and to its pre-existing property, including without limitation, all artwork, illustrations, graphic designs, data, files, designs, concepts, copyrights, trademarks, and other intellectual property, previously developed and created by Contractor.
- b. **Trademark and Trade Name:** This Agreement does not give Provider any ownership rights or interest in District trade names or trademarks.
- c. **Use of Name:** Provider shall request permission from the District prior to using the District trade names or trademarks in any report or publication unless otherwise provided for in this Agreement.
- d. **Ownership:** No work product, report, or other materials produced under the contract may be used by the Proposer in any other matter without the express written consent of the District through the Solicitor and the use of the name of the District of Pittsburgh in any other matter may not be used for reporting or promotional purposes without identical consent. All of the foregoing items shall be promptly delivered to the Board upon demand at any time and at expiration or termination of the contract. If any of the aforementioned items are lost or destroyed while in the Proposer's possession, they will be replaced or restored at Proposer's expense.



**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 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 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 13<sup>th</sup> 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 Udell* 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