

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African	:	
American Students, et al	:	
	:	
Complainants	:	Docket Numbers
	:	S481-S483, P3865-
v.	:	P3868; Case Numbers
	:	199213299-199213302,
The Board of Public Education	:	199213359-199213361
of the School District of	:	
Pittsburgh	:	
	:	
Respondent	:	

NOTICE

You are hereby advised that the attached Conciliation Agreement/Consent Order and Decree must be executed by the President of the Board of Public Education of the School District of Pittsburgh and witnessed by the District's Secretary or Treasurer. Any other execution or signature may result in the Commission's refusal to ratify this Agreement.

In the case of individuals, your signature must be witnessed by another person who knows your identity.

Additionally, please be sure to fill in the date of execution on the space provided near the signature lines.

Finally, the acknowledgment (identity, intention, and waiver of hearing) under your signature must be notarized.

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

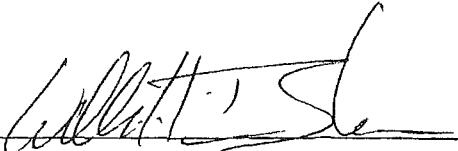
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of the School District of	:	
Pittsburgh	:	
	:	
Respondent	:	

STATEMENT OF AUTHORITY

I, William H Isler, the
President of the Board of Public Education of
the School District of Pittsburgh, the Respondent in the above-
captioned case, hereby state:

1. I have full authority to negotiate and conciliate for the Respondent in the above-captioned case; and
2. I have executed the attached Conciliation Agreement on behalf of the Respondent with the intent to bind the Respondent legally to all terms and conditions contained in the Conciliation Agreement and in the appendices attached thereto.

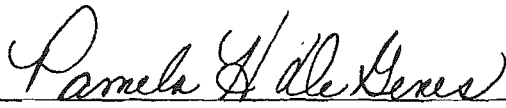
IN WITNESS WHEREOF, I have signed and declared the foregoing Statement of Authority on the date set forth herein.



William H Isler Board President

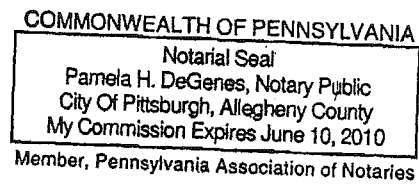
Dated: 9-27-06

Sworn to and subscribed before me
this 27 day of September, 2006.



Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

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Pittsburgh	:	
	:	
Respondent	:	

CONCILIATION AGREEMENT

WHEREAS, on August 24, 1992, a verified complaint was filed with the Pennsylvania Human Relations Commission (hereinafter referred to as "Commission"), against the Board of Public Education of the School District of Pittsburgh (hereinafter referred to as "Respondent") by William F. Lowman, Huberta Jackson-Lowman, Wanda Henderson, Kim Jackson-Morris, and Attorney Leroy Hodge, a social justice advocate now deceased, who are collectively known as the Advocates for African American Students (hereinafter referred to as "Complainants"); and

WHEREAS, the aforesaid verified complaint alleged that the Respondent had violated sections 2, 3, and 5 of the Pennsylvania Human Relations Act (hereinafter referred to as "Act"), as amended, 43 P.S. §§ 952, 953, 955, as set forth in the true and correct copy of such verified complaint attached hereto as Appendix "A-1"; and

WHEREAS, the Commission has advised the Respondent, after investigation, that it found probable cause to credit the allegations of the aforementioned complaint docketed at E-60609-E-60612, S481-S484, and P3865-P3869; and

WHEREAS, the Respondent does not admit any violation of the Act, but wishes to avoid litigation and to cooperate with the Commission in resolving this case; and

WHEREAS, the Complainants and Commission recognize that the Respondent has implemented programs and plans to implement additional initiatives intended to address the allegations; and

WHEREAS, the Complainants and Commission recognize that the Respondent has broad authority under the Pennsylvania School Code to operate schools and educate resident school-age students and to develop and implement programs and strategies that comply with the law, that the Respondent possesses specialized expertise to assess and address students' evolving educational needs, and that the Respondent needs flexibility and latitude in developing and implementing research-based programs and strategies; and

WHEREAS, the Complainants and Commission acknowledge the Respondent's four-year "Excellence for All" plan, released in May 2006, which outlines a reform agenda for accelerating the learning of African-American students by targeting incremental gains of five percentage points per year compared to their peers, and support the Respondent's articulated commitment to achieving equal educational opportunity for all students; and

WHEREAS, the Complainants and Commission find that the settlement terms, as set forth in Appendix "B" hereof, are reasonable under the circumstances; and

WHEREAS, the Commission finds that the public interest will be served by settlement of this case; and

WHEREAS, the Respondent, for the reasons set forth above, does hereby waive all rights to a public hearing under Section 9 of the Act, 43 P.S. § 959, and the Regulations promulgated by the Commission, and does hereby consent to the entry of this Conciliation Agreement (hereinafter referred to as "Agreement") as a Consent Order and Decree of the Commission, which shall have the same force and effect as a Commission Order and Decree following a public hearing by the Commission, and shall be enforceable as such, under Section 10 of the Act, 43 P.S. § 960;

NOW THEREFORE, the Respondent and the Commission hereby agree to be legally bound as follows:

1. The foregoing preamble shall be included herein as if fully set forth.
2. The Respondent admits the jurisdiction of the Commission in this matter and hereby waives all objections thereto.
3. Appendices "A" through "D-4" annexed hereto are incorporated into this Agreement as integral parts hereof, as if fully set forth.
4. The term "Respondent" as used herein shall include all agents, servants and employees of the Respondent named above, in addition to the principal.

5. The execution and implementation of this Agreement shall not constitute any waiver of powers and duties conferred upon the Commission, nor shall this Agreement be deemed a declaration of policy, or precedent, by the Commission. This Agreement shall in no way affect the intake, processing, adjudication or disposition of future complaints involving the Respondent, except that the Respondent may, in the course of any proceedings, refer to this Agreement and to its performance thereunder, to the extent relevant to such proceedings.

6. The Respondent shall hereafter fully comply with all of the provisions of the Act and the regulations promulgated by the Commission and shall fully comply with each of the terms of settlement set forth in Appendix "B" hereof.

7. The relationship between the Complainants and the Respondent shall be subject to, and defined by, Appendix "D."

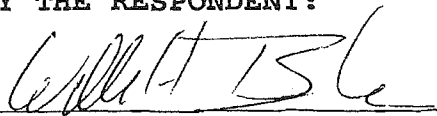
8. If any portion of this Agreement or the application hereof to any persons or circumstance should for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such judgment shall not affect, impair, or invalidate any other portions of this Agreement.

9. The Commission and the Respondent, being duly authorized to do so, enter into this Agreement with the intent to be legally bound hereby. This Agreement shall become final when approved and ratified and inure to the benefit of each of the parties hereto, and each of their respective heirs, successors and assigns, effective immediately from the date of such approval. If not so approved and ratified, it shall be null and void from its inception.

IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, have executed the foregoing on the _____ day of _____, 20__.

The Board of Public Education of The School District of Pittsburgh, PA authorized entry into this agreement at its June 22, 2005 legislative meeting.

BY THE RESPONDENT:



William H. Isler
Title: Board President

Date: 9-27-06

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

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Pittsburgh	:	
	:	
Respondent	:	

COMPLAINANTS' ALLEGATIONS

The Complainants alleged that the Respondent discriminated against them by (1) hiring as superintendent a white candidate who was less qualified than an African American candidate who had applied for the position; (2) suspending and disciplining African American students at a higher rate than white students, (3) distributing class grades disproportionately based on race, (4) maintaining a large academic achievement gap between African American students and white students, and (5) excluding African American students from certain special programs and projects such as the Gifted and/or Scholars program because of their race, black. Subsequently, in an opinion dated September 23, 1996, the Commonwealth Court held that the Complainants lacked standing to challenge Respondent's hiring of a superintendent, dismissed that issue, and remanded the other issues raised in the complaint. The Complainants' precise allegations comprise the complaint, labeled Appendix "A-1," annexed hereto.

COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION

COMPLAINT

COMPLAINANTS :

ADVOCATES FOR AFRICAN AMERICAN STUDENTS;
HUBERTA JACKSON-LOWMAN; WANDA HENDERSON;
KIM JACKSON-MORRIS; LEROY HODGE .

vs

RESPONDENT :

PITTSBURGH PUBLIC SCHOOL BOARD(DISTRICT)

DOCKET NO. 78-011404
78-011404 - 606107

1. THE COMPLAINANTS HEREIN ARE:

NAME: ADVOCATES FOR AFRICAN AMERICAN STUDENTS
ADDRESS: c/o Dr. Jackson-Loman, Black Studies, 3T Forbes Quad.
Pittsburgh, Pa. 15250
NAME: HUBERTA JACKSON-LOWMAN
ADDRESS: 5468 Black Street, Pittsburgh, Pa. 15206
NAME: WANDA HENDERSON
ADDRESS: 7250 Lemington Street, Pittsburgh, Pa. 15206
NAME: KIM JACKSON-MORRIS
ADDRESS: 5830 Shady Forbes Terrace, Pittsburgh, Pa. 15217
NAME: LEROY HODGE
ADDRESS: 201 Roup Avenue, Pittsburgh, Pa. 15206

2. THE RESPONDENT HEREIN IS:

NAME: PITTSBURGH PUBLIC SCHOOL BOARD(DISTRICT)
ADDRESS: 341 S. Bellefield Ave., Pittsburgh, Pa. 15213

3. The Complainants allege that on or about or until about August, 1992 the Respondent engaged in and continues to engage in racially discriminatory practices and policies which intensifies group conflict resulting in grave injury to the public health and welfare thereby threatening the peace, health, safety and general welfare of the Commonwealth and its inhabitants. (see Attachment 1) Such discriminatory practices and policies include, but is not limited to, the following:

A. On or about August 17, 1992, Respondent voted 5-3-1 to appoint and hire a white person, Mrs. Louise Brennen to be the new school district superintendent even though the African American candidate was best able and most competent to perform the services required. (Attachment 2) On or about August 19, 1992, said vote was ratified by by the Respondent.

1. The above acts are discriminatory in that:

- a) The Respondent did not adhere or comply with its own written qualifications for the subject position. For example, although said qualifications required at least " five years experience as ... deputy superintendent," the white candidate chosen for the position only had two(2) years experience as a deputy superintendent while the African American candidate possesses over five(5) years experience as a deputy superintendent. (Attachment 3)
- b) Although the written qualifications state that an earned Doctorate "is preferred," the white candidate chosen does not possess a Doctorate while the African American candidate does have an earned Doctorate.
- c) In general. the African American candidate met more of the stated qualifications than the white candidate who was chosen for the position.

- d) Respondent Board member William Larkin, prior to casting his vote in favor of the white candidate, stated to the effect that he would not vote for the African American candidate because " she is Black... and if she gets in, then the school district would turn Black... we can't have that...."
- e) Based on information and belief, Complainants believe that other School Board members who voted for the white candidate harbored under similiar racial motivations when casting their votes .
- B. Respondent, over the years, has suspended and disciplined African American students at a racially discriminatory higher rate than white students.
(see e.g. Attachment 4)
1. Almost half(45.8%) of the African American male students in middle and high schools have been suspended while 23% of white male students have been suspended.
 2. African American female students in middle and high school were(are) suspended at a 30% rate while white female students are suspended at a 14% rate.
 3. African American females were(are) being suspended at a higher rate in middle and high school than white male students ! (30% vs 23% see B1 and B2, above).
 4. In elementary school, almost 19% of African American male students are (were)suspended while 6.7% of white male students are(were) suspended.
- C. The distribution of class grades(final marks) is racially discriminatory, especially in the secondary schools where the "grade most commonly issued to Black students is "E" representing 23%...", while the grade of "E" was issued to 15% of white students. "E" represents a failing grade.(Attachment 5)
- D. In general, the academic achievement gap between African American students and white students is discriminatorily large and growing. For example, except for the high school known as CAPA, at no high school did African American student performance as a group approach the national norm and

nearly three quarters of African American students at certain middle schools failed to reach the national norm in reading and mathematics.(Attachment 6)

- E. Certain special programs and projects such as the Gifted and/or Scholars programs discriminatorily and disproportionately exclude African American students.
- F. Complainants further allege that Respondent engaged in the discriminatory acts as alleged in Paragraph 3A above because the African American candidate was concerned with, and would have, if appointed superintendent, exercised the authority and power to rectify some or all of the concerns contained in this Complaint.
- G. Based on information and belief the employment contract entered into between the Respondent and the white candidate chosen will take effect on September 1, 1992.
- H. Complainants allege that they, other school district taxpayers, and the school budget itself would suffer immediate and irreparable harm if the Respondent is stuck with an employment contract that was entered into as a result of discriminatory practices.
- I. Complainants further allege that the Respondent has already spent thousands of dollars engaging in, what now appears to have been, a sham national search for a superintendent candidate "best able and most competent to perform the services required."
- J. Complainants further allege that they are African Americans, have children who attend the Respondent's schools, and are members of the class to which the Respondent directs its discriminatory practices and policies.

4. The allegations are in violation of practice and is in violation of:

Pennsylvania Human Relations Act (Act of October 27, 1955, P.L. 744, as amended) Section 5 Subsection(s) 43 P.S.A. 952, 953, 955

Section 5.1 Subsection(s) _____

Section 5.2 Subsection(s) _____

Pennsylvania Fair Educational Opportunities Act (Act of July 17, 1961, P.L. 766 as amended). Section 4 Subsection(s) 24 P.S.A. 5002(a) & (b); 24 P.S.A. 5004(a) 1, 3, 5

5. The complainant(s) allege(s) that the alleged unlawful discriminatory practice or unlawful discriminatory practices:

Is/are of a continuing nature which has/have persisted up to and including the present time.

6. No other action based on the aforesaid allegations has been instituted by the complainant in any court or before any other commission within the Commonwealth of Pennsylvania except as follows:

None

This charge will be filed with the PA Real Estate Commission under the PA Licensing and Registration Act Section 604.

This charge will be referred to EEOC for the purpose of dual filing.

This charge will be referred to HUD for the purpose of dual filing.

7. The complainant(s) pray that the respondent(s) be required to:

Complainants seek and request injunctive relief pursuant to 43 P.S.A. 959.2 (a) ~~Make the complainant(s) whole, including but not limited to an award of back pay, hiring, reinstatement, upgrading, and restoration of job benefits; or to provide the housing sought or the loan sought in connection with housing.~~

(b) Eliminate all unlawful discriminatory practice(s) and procedure(s).

(c) Remedy the discriminatory effect of past practice(s) and procedure(s).

(d) Take further affirmative action necessary and appropriate to remedy the violation complained of herein.

(e) Provide such further relief as the Commission deems necessary and appropriate.

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF _____ :

Debra A. [Signature] of full age, being duly sworn according to law deposes and says: that she is the complainant herein; that she has read the foregoing complaint and know the content thereof; that to the best of her knowledge, information and belief the facts alleged therein are true.

Sworn to and subscribed :

[Signature]
Signature of Complainant(s)

before me this 24 day :

of _____ Notarial Seal :
Gary T. Napotnik, Notary Public
Notary Public, Allegheny County
My Commission Expires March 27, 1995
My Member No. _____ Association of Notaries

4. The allegations in [redacted] practice and is in violation of:

Pennsylvania Human Relations Act (Act of October 27, 1955, P.L. 744, as amended) Section 5 Subsection(s) 43 P.S.A. 952, 953, 955

Section 5.1 Subsection(s) _____

Section 5.2 Subsection(s) _____

Pennsylvania Fair Educational Opportunities Act (Act of July 17, 1961, P.L. 766 as amended). Section 4 Subsection(s) 24 P.S.A. 5002(a) & (b); 24 P.S.A. 5004(a) 1, 3, 5

5. The complainant(s) allege(s) that the alleged unlawful discriminatory practice or unlawful discriminatory practices:

Is/are of a continuing nature which has/have persisted up to and including the present time.

6. No other action based on the aforesaid allegations has been instituted by the complainant in any court or before any other commission within the Commonwealth of Pennsylvania except as follows:

None

This charge will be filed with the PA Real Estate Commission under the PA Licensing and Registration Act Section 604.

This charge will be referred to EEOC for the purpose of dual filing.

This charge will be referred to HUD for the purpose of dual filing.

7. The complainant(s) pray that the respondent(s) be required to:

- Complainants seek and request injunctive relief pursuant to 43 P.S.A. 959.2
- (a) Make the complainant(s) whole, including but not limited to an award of back pay, hiring, reinstatement, upgrading, and restoration of job benefits; or to provide the housing sought or the loan sought in connection with housing.
 - (b) Eliminate all unlawful discriminatory practice(s) and procedure(s).
 - (c) Remedy the discriminatory effect of past practice(s) and procedure(s).
 - (d) Take further affirmative action necessary and appropriate to remedy the violation complained of herein.
 - (e) Provide such further relief as the Commission deems necessary and appropriate.

COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF _____ :

Wanda M. Henderson, of full age, being duly sworn according to law deposes and says: that she is the complainant herein; that she has read the foregoing complaint and know the content thereof; that to the best of her knowledge, information and belief the facts alleged therein are true.

Sworn to and subscribed :

Wanda M. Henderson
Signature of Complainant(s)

before me this 21 day :

of 19 97 :

Notary Public for _____
 My Commission Expires March 27, 1995
 Member, Pennsylvania Association of Notaries

4. The allegations of discriminatory practice and is in violation of:

Pennsylvania Human Relations Act (Act of October 27, 1955, P.L. 744, as amended) Section 5 Subsection(s) 43 P.S. 952, 953, 955

Section 5.1 Subsection(s) _____

Section 5.2 Subsection(s) _____

Pennsylvania Fair Educational Opportunities Act (Act of July 17, 1961, P.L. 766 as amended). Section 4 Subsection(s) 24 P.S.A. 5002(a)(1), (2); 24 P.S.A. 5004(a), (3), (5)

5. The complainant(s) allege(s) that the alleged unlawful discriminatory practice or unlawful discriminatory practices:

Is/are of a continuing nature which has/have persisted up to and including the present time.

6. No other action based on the aforesaid allegations has been instituted by the complainant in any court or before any other commission within the Commonwealth of Pennsylvania except as follows:

None

This charge will be filed with the PA Real Estate Commission under the PA Licensing and Registration Act Section 604.

This charge will be referred to EEOC for the purpose of dual filing.

This charge will be referred to HUD for the purpose of dual filing.

7. The complainant(s) pray that the respondent(s) be required to:

Complainants seek and request injunctive relief pursuant to 43 P.S.A. 959.2 (a) ~~Make the complainant(s) whole, including but not limited to an award of back pay, hiring, reinstatement, upgrading, and restoration of job benefits; or to provide the housing sought or the loan sought in connection with housing.~~

(b) Eliminate all unlawful discriminatory practice(s) and procedure(s).

(c) Remedy the discriminatory effect of past practice(s) and procedure(s).

(d) Take further affirmative action necessary and appropriate to remedy the violation complained of herein.

(e) Provide such further relief as the Commission deems necessary and appropriate.

COMMONWEALTH OF PENNSYLVANIA :
: SS

COUNTY OF _____ :

Lerae Holme, of full age, being duly sworn according to law deposes and says: that she is the complainant herein; that she has read the foregoing complaint and know the content thereof; that to the best of her knowledge, information and belief the facts alleged therein are true.

Sworn to and subscribed :

Lerae Holme
Signature of Complainant(s)

before me this 21 day :

of 19 10
Notary Public & Notary Public
Pittsburgh, Allegheny County
My Comm. Expires March 27, 1995
Member Pennsylvania Association of Notaries

4. The allegations in paragraph 3 hereof constitute(s) an unlawful discriminatory practice or unlawful practice and is in violation of:

Pennsylvania Human Relations Act (Act of October 27, 1955, P.L. 744, as amended). Section 5 Subsection(s) _____

Section 5.1 Subsection(s) _____

Section 5.2 Subsection(s) _____

Pennsylvania Fair Educational Opportunities Act (Act of July 17, 1961, P.L. 766 as amended). Section 4 Subsection(s) _____

5. The Complainant(s) allege(s) that the alleged unlawful discriminatory practice or unlawful discriminatory practices:

is/are of a continuing nature which has/have persisted up to and including the present time.

6. No other action based on the aforesaid allegations has been instituted by the Complainant in any Court or before any other Commission within the Commonwealth of Pennsylvania except as follows:

None

This charge will be referred to EEOC for the purpose of dual filing.

This charge will be referred to HUD for the purpose of dual filing.

7. The Complainant(s) pray that the Respondent(s) be required to:

Complainant seeks and requests relief pursuant to 43 P.S. 150.2

(a) Make the Complainant(s) whole, including, but not limited to an award of back pay, hiring, reinstatement, upgrading, and restoration of job benefits; or to provide the housing sought or the loan sought in connection with housing.

(b) Eliminate all unlawful discriminatory practice(s) and procedure(s).

(c) Remedy the discriminatory effect of past practice(s) and procedure(s).

(d) Take further affirmative action necessary and appropriate to remedy the violation complained of herein.

(e) Provide such further relief as the Commission deems necessary and appropriate.

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF ALLEGHENY :

_____, of full age, being duly sworn according to law deposes and says: that he is the Complainant herein; that he has read the foregoing complaint and knows the content thereof; that to the best of his knowledge, information and belief the facts alleged therein are true.

Sworn to and subscribed :

William F. ...

Signature of Complainant(s)

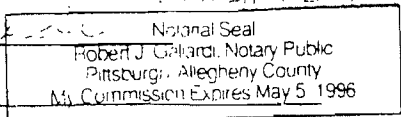
before me this 22th day :

William F. ...

of August 19 1988 :

African American Students

Notary Public _____



My Commission Expires: _____

Brennen Not The Best Choice

By MARC HOPKINS
Courier Staff Writer

In a six to three vote Wednesday, the Pittsburgh Board of Education named Louise Brennen to a three-year term as superintendent of schools.

Brennen's election to the superintendent post drew boos and protest from members of Advocates for African-American Students and a large number of African-American parents who filled the meeting room at the Board of Education in Oakland.

Activist Mark Brentley rose from his seat and chastised the Board for its selection of Brennen, stating that change is needed, and that Brennen is not the best qualified person for the position.

Rick Adams, state chairman of the Rainbow Coalition, led parents in a chorus of "We Shall Over Come," as Brentley made his protest.

Black student's shouted, "No Justice, No Peace." Brentley and Adams were escorted from the meeting hall by school security.

Brentley has been instrumental in the movement to elect Dr. Loretta Webb, deputy superintendent of the Fairfax, Virginia School System, and the only African-American finalist for the position.

The Advocates for African-American Students, who threatened a boycott and other action if Webb were not chosen, backed away from their previous statements, saying they will announce their response to Brennen's election after a strategy meeting scheduled on Saturday.

continued on A-4



"A lot of people have been hurt for many years and they are hurt now, and you can't take that hurt away. I hope you rise to the occasion and be the superintendent that I would like to see."

VALERIE McDONALD
Board Member



"The Choice we are making today is not the best choice, but I will work with the person picked... I am here for the best interest of the children, they deserve the best. I don't think they got that."

RON SUBER
Board Member

"The first order of business will be to gain the confidence of the total community... to address important and complex educational issues affecting all of our students, particularly African-American students."

LOUISE BRENNEN
Supt. Of Schools



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Many of the Board members expressed the sentiment that after careful scrutiny of the final candidates, Brennen, Webb and Dr. Arthur Steller, superintendent of the Oklahoma City Public Schools, the best candidate for the position was chosen.

During a preliminary vote last Tuesday, the majority of Board members voted to offer Brennen the superintendent position. The Wednesday vote officially named Brennen to the post, replacing outgoing Superintendent Dr. Richard C. Wallace.

However, Webb's supporters Valerie McDonald, Ron Suber and Elizabeth Healy cast votes opposing Brennen.

During testimony before the Board, McDonald said to Brennen, "This is not personal, I have shared my views with you on what I think is best for the system... I am prepared to work with whoever the Board chooses for the good of the children.

"A lot of people have been hurt for many years and they are hurt now, and you can't take that hurt away. I hope you rise to the occasion and be the superintendent that I would like to see."

"I support what Valerie said," noted Suber. "The choice we are making today is not the best choice, but I will work with the person picked. I am a team player. I am here for the best interest of the children, they deserve the best. I don't think they got that," said Suber.

Healy said she was glad to see the active role that parents and community groups played in the selection process and

'Nothing Personal' Brennen Not The Best Choice...

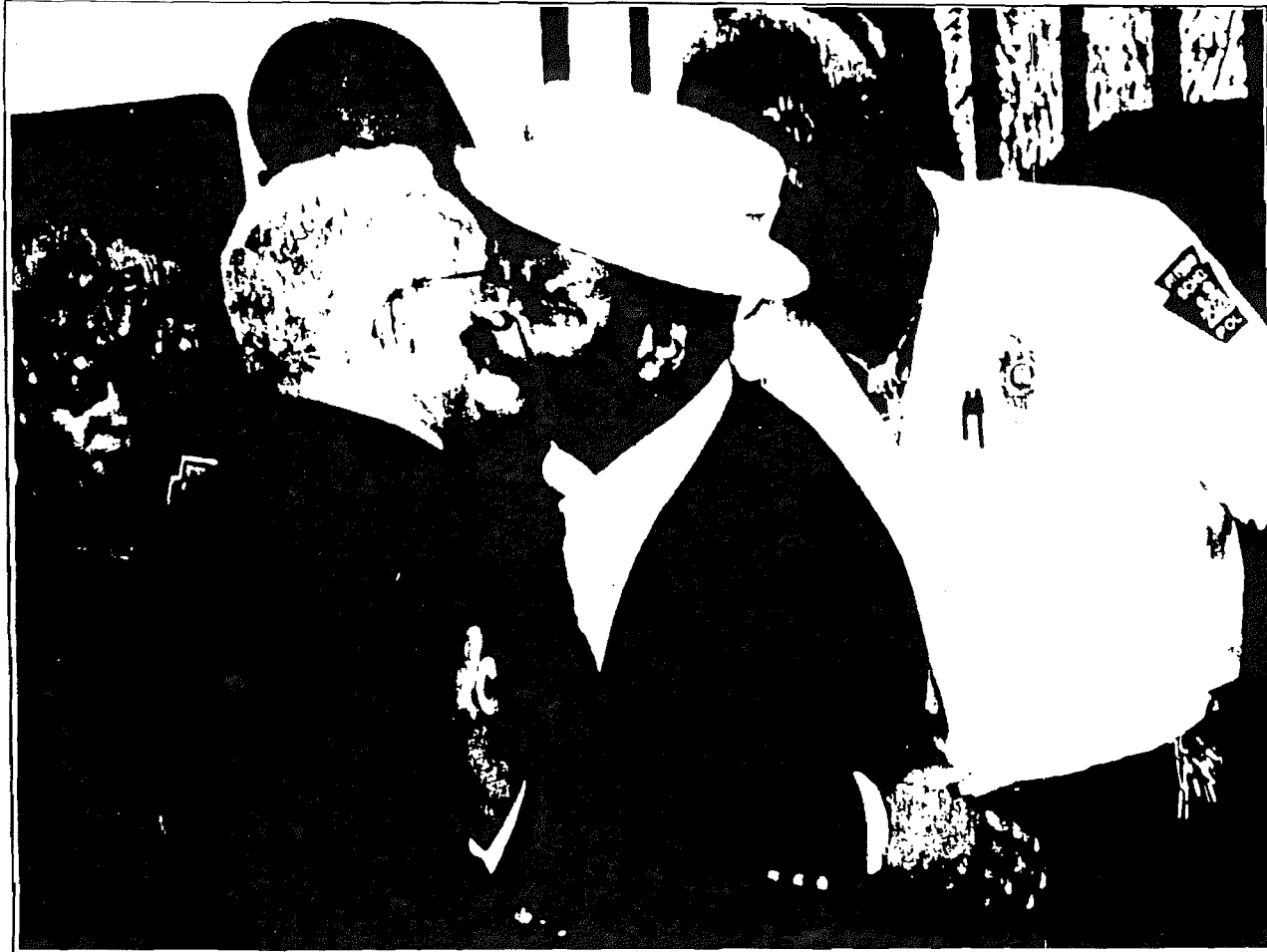


PHOTO BY DEBRA-ANN BRABAZON

AGONY OF DEFEAT—Personifying the feelings of the Black community, civic activist Mark Brentley expresses his hurt and anger in the Board of Education's controversial decision to pass over the highly qualified Dr. Loretta Webb, the only candidate with a doctorate in education, in favor of the in-house candidate, Louise Brennen, for superintendent of city schools. Brentley's emotional reaction sparked a protest in the Board's chambers and he was escorted away by school security forces. Activists say the Black community may have lost the battle, but not the war.

hoped that involvement would continue now that the selection has been made.

Board member Barbara Burns, the only member to originally cast a vote for Steller, changed her vote to Brennen.

Brennen said she is aware her appointment as superintendent has taken place under a "cloud of controversy" and other community groups supported other candidates for the position.

"The first order of business will be to gain the confidence of the total community," said Brennen. "I want them to join me at the table so that together we can begin to address important and complex education issues affecting all of our students, particularly African-American students."

Brennen also said she wanted to meet with community groups, especially Advocates for African-American Students and The Squirrel Hill Urban Coalition, who supported Webb.

"I want to work with the groups so we can identify problems and find solutions," she said.

Brennen said she supported the infusion of multicultural education, noting, "My commitment to multicultural education is deep and strong, and I will work with staff to expand the program in the district."

Webb's expertise in multicultural education was a major factor for the African-American support for her candidacy.

As part of Brennen's vision for the future of city schools, she says parent involvement, student achievement and structuring of the learning environment are top priorities.

Come Celebrate With Us!

The board and staff of
Carfield Jubilee Association

HBRDC Running Smoothly...

continued from A-1

Those goals, Hurst says, are to insure decent and affordable housing

through the creation of a job placement center, which has helped to identify employment oppor-

purchasing of the Greater Pittsburgh Coliseum, the developing of a mini-mall and the construc-

businesses, including a Rita Hurst says they hope to be completed early next year.



SALLY KALSON

Something to shout about

Hear yunz, hear yunz!

Does the newspaper strike make you want to scream? Have you always wanted to dress up like Paul Revere and holler at the windows in Market Square, at high noon, in August? Could you use \$25 for two hours of same (parking not included)?

If so the Post-Gazette wants to audition you for Tahn Cryer. The job requires shouting the day's headlines at various locations for the edification of our news-starved populace.

Tryouts, at noon today, will be conveniently located at our front door, in front of a big Post-Gazette sign, just in case the networks show up. Call us brazen, but hey — at least one newspaper in this town is looking for some good PR.

So come on dahm, but remember this: The job could have unexpected consequences. Legend has it that a local girl with a voice like Lauren Bacall took a similar job one summer. By September, she sounded like Phyllis Diller. But then again, she also grew up to become mayor.

THE FAR SIDE

By Gary Larson



At Humpty's funeral

LET'S GO PENS!

'Penguins '92,' a colorful 60-page book that rekindles Stanley Cup fever all over again, is off the presses. It's on sale now in the

Brennen to head schools

The Pittsburgh school board chose Louise A. Brennen as its new superintendent on a 5-3-1 vote last night.

Brennen, 65, of Wilkinsburg, currently deputy superintendent, received the support of board members Jean Fink, William Larkin, Carole Annis, Jean Wood and Richard Flanagan.

Loretta Webb, a deputy superintendent of the Fairfax County schools in Virginia, received the support of board members Ron Suber, Liz Healey and Valerie McDonald. Board President Barbara Burns voted for Arthur Steller, superintendent of the Oklahoma City School District.

Webb, the only black candidate, had drawn the most vocal public support, winning the backing of many black political leaders and the Pittsburgh Council on Public Education, a citizens' advocacy group.

McDonald said she was afraid the selection of Brennen would cause "major dissension and divisiveness" and "massive protests" as a result. "I really don't think it's fair to Louise Brennen to have to go into a war zone. It's going to be a very negative situation."

The board had put off a vote earlier this month so members could meet with the three finalists again.

"I simply think that once everybody had a chance to talk to the candidates again, [Brennen] seemed to be the one who had a real, concrete grasp of how to

get us into the future. She really had a plan, some great ideas," Fink said.

Raymond N. Baum, president of the Pittsburgh Council on Public Education said although the group had supported Webb, "we have worked well with [Brennen] over the years and expect to do so in the future."

Brennen joined the city school system as a teacher in 1950 and moved up through the administrative ranks. The biggest obstacles facing her as she takes the reins from retiring Superintendent Richard C. Wallace Jr. will be a projected \$40 million deficit for next year, a persistent gap averaging 25 percent in test scores between white and black students and growing violence in the schools.

The board will work out the details of Brennen's three-year contract today and take a ratification vote during its meeting tomorrow.

But the board members remained divided on the selection.

"I think the kids got the best that we could find," Larkin said last night.

"I don't think Louise is the change agent that we're looking for. I hope I'm wrong," Suber said.

Anti-rejection drugs may not be needed

In a major development that could transform the lives of transplant patients, new research at the University of Pittsburgh suggests that many organ recipients may be able to stop taking their anti-rejection drugs permanently.

Dr. Thomas Starzl, director of the Pitt Transplant Institute, said a group of transplant patients has survived for several years after stopping their anti-rejection medication, and he thinks many others could do the same.

Starzl said he hopes to begin weaning selected transplant recipients from immunosuppressive therapy in the near future.

Starzl and his fellow researchers have found that patients who give up the anti-rejection drugs not only do not reject their donated organs, but can recapture a normal immune response to other diseases. They also can free themselves from the puffiness, kidney damage and other side effects often caused by the potent drugs.

The findings are based on a discovery that Starzl has been truncating for months: that the body learns to accept a transplant following an exchange of cells between the organ and the patient.

Pitt researchers have found that the transplanted organ eventually becomes completely "grafted" with cells from the recipient.

DIGEST

Marking history

The 94-year-old Kennywood Park in West Mifflin was designated a National Historic Landmark in 1987. Today, the state will make its own designation with a blue and gold marker from the Pennsylvania Historical and Museum Commission. Kennywood park was started in 1898 as a small trolley park by the Monongahela Street Railway Co.

More full-timers at CCAC

Full-time enrollment at the Community College of Allegheny County will be 5 percent higher this fall than last year's total of 24,879, President John Mack Kingsmore told trustees yesterday. But Kingsmore said overall enrollment was expected to decline "significantly" because of the loss of state subsidies for non-credit courses.

Debating golf course

The Squirrel Hill Urban Coalition will hold a public meeting from 7 to 9 p.m. tomorrow to discuss the city's proposal to privatize the Schenley Park Golf Course. Karen Brean, executive director of the coalition, said many residents are worried

The Position

The Pittsburgh Public School District is seeking an educational leader to succeed Dr. Richard C. Wallace, Jr., who is retiring after 12 years of outstanding service as superintendent of schools. The successful candidate will assume the superintendency on September 1, 1992. The School Board is seeking an educational leader who possesses the following qualifications:

An earned Doctorate in Educational Administration or a related field is preferred.

A successful candidate must have, or be eligible for, a Pennsylvania Superintendent's Letter of Eligibility.

A successful candidate should provide evidence of innovative programs that s/he designed and implemented that had a positive impact on student learning in a diverse student population.

A successful candidate must have at least five years of experience as a superintendent or deputy superintendent in an urban school district.

A successful candidate must provide evidence of being able to restructure academic programs/schools to meet the changing needs of an urban school district.

A successful candidate promotes the philosophy that all students can learn.

A successful candidate must demonstrate that s/he is an advocate for at risk students and minority students.

A successful candidate must demonstrate that s/he has helped develop and implement multicultural programs that address the concerns of an urban community.

A successful candidate must have extensive experience in budgeting and fiscal management.

A successful candidate must have extensive experience in implementing partnership programs with the business community.

A successful candidate must have extensive experience in working with foundations as well as experience in writing grant proposals.

A successful candidate must be able to develop positive ties with parent and community groups throughout the city.

A successful candidate must be able to demonstrate skill in conflict resolution.

A successful candidate must have skill in working cooperatively with the board, administrators, teachers, and staff.

A successful candidate must possess research skills, especially in evaluating the overall effectiveness of academic programs as well as the overall effectiveness of administrators, faculty and staff

ATTACHMENT 3

Pittsburgh Public Schools

The Selection

Screening of the applications will be conducted by Dr. Robert Millward, Director of IUP's Assessment Center, and members of the search committee. The members of the Pittsburgh School Board will conduct interviews with the highest ranked candidates beginning in May. A final candidate will be selected by mid-July.

Application

An application should include:

- A letter describing your personal qualifications, experiences, and reasons for interest in the position.
- A current resume.
- Verification that you have or that you qualify for a Pennsylvania Superintendent's Letter of Eligibility.
- Three letters of reference.
- Undergraduate and Graduate Transcripts.
- A completed application form (available from the consultant).

All applications, nominations and credentials should be sent to:

Dr. Robert E. Millward
Search Consultant
Indiana University of Pennsylvania
136 Stouffer Hall
Indiana, PA 15705
Telephone: 412-357-5593
Fax: 412-357-5595

Questions concerning the required superintendent credentials issued by the Commonwealth of Pennsylvania should be directed to:

Mrs. Diana Cooper
Pennsylvania Department of Education
Office of Administrative Certification
333 Market Street
Harrisburg, PA 17126-0333
717-783-6732

Applications are being accepted now, and will continue to be accepted until April 30. The Board reserves the right to consider any candidate until a final selection is made.

Board of Public Education

Ms. Barbara Burns, President
Mrs. Valerie McDonald, First Vice President
Mrs. Elisabeth Healey, Second Vice President
Mrs. Carole Annus
Mrs. Jean Fink

Mr. Richard Flanagan
Mr. William Larkin
Mr. Ronald Suber
Mrs. Jean Wood



The Pittsburgh School District does not discriminate on the basis of sex, race, creed, color, national origin, age, handicap, or marital status in its educational programs, activities, or employment practices

Management
1992

ATTACHMENT 4

HIGHLIGHTS

SYSTEM WIDE

1. The type of suspension most commonly used was the one day in-school suspension with 15,482 incidents or 42.8% of all total suspensions, followed by:
 - 8,140 or 22.5% one-day out-of-school
 - 6,876 or 19.0% three-day out-of-school
 - 3,103 or 8.6% two-day out-of-school
 - 1,294 or 3.6% two-day in-school
 - 566 or 1.5% four to ten day out-of-school
 - 408 or 1.1% eleven or more day out-of-school
 - 295 or 0.8% three-day in-school
 - 14 or 0.1% four or more day in-school
2. Of the 36,178 total out-of-school and in-school suspensions, 16,170 or 44.7% were issued to Secondary School Students, 12,131 or 33.5% were issued to Middle School Students, 7,668 or 21.2% were issued to Elementary School Students and 209 or 0.6% were issued to Special Education Center Students.
3. Of the 36,178 total out-of-school and in school suspensions, 24,474 or 67.6% were issued to African American Students and 11,704 or 32.4% were issued to Other Students.
4. Of the 3,485 students suspended out-of-school, 320 were assigned to the Option Center.

Attachment 4

HIGHLIGHTS

OUT-OF-SCHOOL SUSPENSIONS

1. The most common out-of-school suspension used was the one-day with 8,140 incidents or 42.6% of all out-of-school suspensions followed by 6,876 or 36.0% three-day, 3,103 or 16.3% two-day, 566 or 3.0% four to ten day and 408 or 2.1% eleven or more day suspensions.
2. Of the 19,093 total suspensions, 3,601 or 18.9% were issued to Secondary School Students, 8,031 or 42.1% were issued to Middle School Students, 7,246 or 37.9% were issued to Elementary School Students and 215 or 1.1% were issued to Special Education Center Students.
3. Of the 19,093 total suspensions, 13,738 or 72.0% were issued to African-American Students and 5,355 or 28.0% were issued to Other students.
4. 18.2% of all students system-wide were suspended at least once during the school year.
5. 31.5% of all African-American Males system-wide were suspended at least once during the school year compared to 18.4% of all African-American Females, 15.0% of all Other Males and 7.0% of all Other Females.
6. The student group with the highest incidents of suspensions is Middle School African-American Males with 45.8% suspended at least once during the school year compared to 30.5% of African-American Females, 23.7% of Other Males and 10.1% of Other Females.
7. 45.5% of all African-American Males in Secondary Schools were suspended at least once during the school year compared to 29.4% of African-American Females, 23.0% of Other Males, and 14.4% of Other Females.
8. 18.8% of all African-American Males in Elementary Schools were suspended at least once during the school year compared to 7.1% of African-American Females, 6.7% of Other Males and 1.1% of Other Females.
9. 27.6% of all Secondary School students were suspended at least once during the school year compared to 28.2% of Middle School students and 8.8% of all Elementary School students.
10. 35.9% of all 9th graders were suspended at least once during the school year, compared to 32.3% of all 8th graders, 28.5% of all 10th graders, 28.3% of all 7th graders and 21.0% of all 6th graders.

Attachment 4

HIGHLIGHTS

IN SCHOOL SUSPENSIONS

1. The most common in-school suspension used was the one-day with 15,482 incidents or 90.6% of all in-school suspensions followed by 1,294 or 7.6% two-day, 295 or 1.7% three-day, and 14 or 0.1% four or more day suspensions.
2. Of the 17,085 total suspensions, 4,066 or 23.8% were issued to Secondary School Students, 4,097 or 24.0% were issued to Middle School Students, 8,922 or 52.2% were issued to Elementary School Students and 0 were issued to Special Education Center Students.
3. Of the 17,085 total suspensions, 10,736 or 62.8% were issued to African-American Students and 6,349 or 37.2% were issued to Other students.
4. 17.6% of all students system-wide were suspended at least once during the school year.
5. 25.8% of all African-American Males system-wide were suspended at least once during the school year compared to 16.3% of all African-American Females, 17.9% of all Other Males, and 9.6% of all Other Females.
6. The student group with the highest incidents of suspensions is Secondary School African-American Males with 41.0% suspended at least once during the school year compared to 31.7% of African-American Females, 30.5% of Other Males, and 22.5% of Other Females.
7. 30.5% of all African American Males in Middle Schools were suspended at least once during the school year compared to 19.7% of African-American Females, 21.6% of Other Males, and 8.3% of Other Females.
8. 16.9% of all African-American Males in Elementary Schools were suspended at least once during the school year compared to 6.6% of African-American Females, 9.2% of Other Males and 2.0% of Other Females.
9. 31.2% of all Secondary School students were suspended at least once during the school year compared to 20.4% of Middle School students and 9.0% of all Elementary School students.
10. 36.4% of all 9th graders were suspended at least once during the school year, compared to 34.0% of all 10th graders, 27.7% of all 11th graders, 20.8% of all 7th graders and 20.6% of all 12th graders.

Attachment 4

PITTSBURGH PUBLIC SCHOOLS

DISTRIBUTION OF MARKS ANALYSIS REPORT

1990-1991 SCHOOL YEAR

B C D
A E

PREPARED BY:
STUDENT INFORMATION
MANAGEMENT DIVISION
SEPTEMBER 13, 1991

Attachment 5

SECONDARY SCHOOLS
HIGHLIGHTS

1. The grade most commonly issued is "C" representing 23% of the total, followed by "B" and "E" each with 21%, "A" with 18%, and "D" with 17%.
- ~~2. The grade most commonly issued to Black students is "E" representing 28% of the total, followed by "C" with 24%, "D" with 20%, "B" with 17%, and "A" with 11%.~~
3. The grades most commonly issued to Other students are "A" and "B" each representing 25% of the total, followed by "C" with 22%, "E" with 15%, and "D" with 13%.
4. The quality point average for All students is 1.9853, for Black students is 1.6278, and for Other students is 2.3039.
5. The discipline with the highest percentage of A's issued is Arts Education with 36%.
6. The discipline with the lowest percentage of A's issued is Mathematics with 9%.
7. The discipline with the highest percentage of failures is Mathematics with 29%.
8. The discipline with the lowest percentage of failures is Foreign Language with 13%.

STATEMENT BEFORE THE BOARD OF EDUCATION PITTSBURGH PUBLIC SCHOOLS
ON STUDENT ACHIEVEMENT

by Barbara A. Sizemore

Attached to this statement please find a summary of the African American achievement scores on the California Achievement Tests (CAT) given in April, 1991. Madison Elementary School, 98.3 percent African American, 78 percent of its students receive free and reduced lunches and 59.1 percent live in single female-headed households with 36.6 percent of its students living with both parents, is the highest achieving of the 51 elementary schools in the Pittsburgh Public School system in both reading and mathematics where 90% of the students scored at or above the national norms in reading with 60% in the top quarter nationally and 92% in mathematics with 77% in the top quarter this year. The closest second in reading is Bon Air with 79 percent. Vann elementary and Westwood Elementary are runners-up with 91 percent in mathematics.

Madison was the only school which closed the gap between white and African American students in reading, the white norm this year was 71 percent. Vann missed closing the gap in reading by one point (70%). However, Madison, Vann and Westwood closed the gap in mathematics where the white norm was 78 percent. Grandview missed by only one point (77%).

Northview Heights made a spectacular growth in achievement as did Morrow, both schools in the School Improvement Program II. At Northview 51 percent of the students scored at or above the national norm in reading with 20 percent in the top quarter nationally, 17 points higher than last year; and 76 percent in

Attachment 6

mathematics (missing closing the gap by only 2 points) 22 higher than last year. At Morrow 56 percent of the African American students there scored at or above the national norm with 28 percent in the top quarter nationally, a rise of 16 points over last year; in mathematics 76 percent scored at or above the national norm with 49 percent in the top quarter nationally, increasing by 21 points and missing closing the gap by only 2 points.

Colfax has the largest school gap between white and African American students (46 points) followed closely by Regent Square (41), Friendship (39), East Hills and Linden both with 36, Minadeo with 35. The largest system gap goes to Fort Pitt (48), followed closely by Friendship (47), Weil (46), Arlington (39) and Schaeffer (38). Schools exhibiting the most troublesome scores are: Colfax, Fort Pitt, Friendship, Roosevelt, Schaeffer, Sheraden and Weil. None of these schools was able to elevate African American achievement enough so that 50% of the African American students reached or exceeded the national norm in either reading or mathematics.

On Sunday, September 8, 1991, the Pittsburgh Press published a whole page article on "Education RX At Friendship" using excuses for the low achievement as follows: "The facilities are overcrowded. Fewer than half of the kids live with both parents. Families struggle financially evidenced by 67 percent of students eligible for free or reduced lunches. To make learning even more problematic in the school more than four of every 10 youngsters transfer in or out during the school year." Please note that 78

percent of Madison youngsters, 80 percent of Vann's and 72.7 percent of Northview Heights youngsters received free and reduced lunches. At Vann 69.3 percent of the students live in single female headed households with only 22.6 percent living with both parents. At both schools transfers are common and frequent. While the project reported in the paper is admirable, it will not turn around Friendship. What makes a Madison, Vann or Westwood is what goes on inside the school by the people who get paid to produce quality education. The outcome of an organization is a result of what people do inside it. When will this Board of Education believe this and act on that belief?

But I can see progress as a result of the School Improvement Program I and II. In 1991 there are 20 elementary schools where 50 percent or more of the African American students achieved at or above the national norm in reading; in mathematics such a condition resulted in 24. But this progress will not continue if this Board of Education continues to disturb the working relationships and conditions in the School Improvement Program II. Already Dr. Janet Bell has lost her administrative practitioner not because of educational reasons but for political reasons which I'm sure will be denied just as last time there was a denial that a principal appointee had received two unsatisfactory ratings prior to the appointment and was alleged to be a recovering dope addict.

I would indeed like to know why this Board of Education is so ready to destroy SIP but so willing to support unproven programs. These principals in SIP have proved that their model works. I

Attachment 6

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African	:	
American Students, et al	:	
	:	
Complainants	:	Docket Numbers
	:	S481-S483, P3865-
v.	:	P3868; Case Numbers
	:	199213299-199213302,
The Board of Public Education	:	199213359-199213361
of the School District of	:	
Pittsburgh	:	
	:	
Respondent	:	

TERMS OF SETTLEMENT

Administrative Support

1. Respondent shall identify by position or title a specific full-time administrator whose duties shall include coordinating all of the Board of Public Education of the School District of Pittsburgh's (District's) educational equity initiatives in order to provide an equal educational opportunity irrespective of race, color, religious creed, ancestry, disability, sex or national origin;
2. The individual identified in accordance with Paragraph 1, hereinafter referred to as Coordinator, will report directly to the Superintendent and have access to the records of all District offices, including but not limited to, the following: Deputy Superintendent, Budget Development & Management Services, School Management, Support Services, Operations, and Human Resources;
3. The Coordinator's and each department head's job descriptions will include specific equity functions, and their regularly scheduled performance reviews will include specific equity evaluations and recommendations;
4. The Coordinator will be responsible for meeting the requirements and goals of the agreement;

5. Respondent shall assure that the Coordinator position is maintained throughout the term of the Agreement.
6. The Coordinator's responsibilities shall include, but not be limited to, the following:
 - a. Review and analyze the District's disaggregated student data concerning inequities in discipline, grades, standardized test scores, and special programs beginning with the 2005-2006 academic year and continuing throughout the term of the Agreement;
 - b. Data to be reviewed and analyzed will include, but not be limited to, the following:
 - i. The racial and ethnic enrollment of the District at each organizational level: entire district, each grade level, each school, and each class/course offered in each school;
 - ii. Disaggregated student achievement data including the Pennsylvania System of School Assessment, value-added assessment information and other standardized test score results, letter grades, graduation data, dropout data, discipline data, admission and retention data in special admission schools and programs, participation in magnet schools and programs, participation in advanced placement programs, participation in extra-curricular activities, participation in remedial programs, assignment to alternative schools and programs, and other disaggregated data that assists in identifying racial and ethnic achievement differentials within the District; and
 - iii. The allocation of operational and capital resources, from whatever source received, to schools and students throughout the District including professional and non-professional staff assigned to each school, support services such as tutorial and placement available at each school, facility resources such as pools and computer or science laboratories available at each school, curriculum and course offerings available at each school, extra-curricular activities available at each school, after-school and/or extended-day or extended-year programs available at each school, instructional materials such as texts and computers available at each school, and other

resource allocation data that assists in identifying racially or ethnically identifiable resource allocation differentials and/or in identifying racial and ethnic needs-based resource allocation differentials within the District;

- c. Maintain, monitor and disseminate statistics on discipline, grades, standardized test scores, value-added assessment information and assignments to remedial and gifted special education programs to the following: appropriate District and Commission personnel; Complainants; the Equity Advisory Panel, whose appointment is set forth in Paragraph 7 and whose responsibilities are detailed in Appendix "B-1" below; the Program Specialist, whose appointment is set forth in Paragraph 9 and whose responsibilities are detailed in Appendix "B-1" below; and the Data Evaluator, whose appointment is set forth in Paragraph 9 and whose responsibilities are detailed in Appendix "B-1" below;
- d. Oversee the District's alternative schools and programs to assure racial/ethnic balance by evaluating data on alternative programs including enrollment by race, gender, English-language-learner status, socioeconomic status, and disability status; reasons for referral disaggregated by race and other measures; achievement of students using the same standards and benchmarks as for regular education students; and an analysis of the program's efficacy in supporting students' return to regular education programs;
- e. Evaluate or arrange for outcomes-based evaluation, using disaggregated data and accepted research practices, of the District's equity programs and initiatives including, but not limited to, the following: Multicultural Education Program comprehensive reform movement to eliminate discriminatory practices and racial, ethnic, and cultural biases; Leadership Institute on School Inclusion workshops; Think-A-Thon; extended-day and extended-year programs; Pittsburgh Voyager sailing science laboratory field study; Summer Teachers' Institute to further develop interdisciplinary relationships, cooperative teaching techniques, and sharing of best District teaching practices; Differentiated Instruction training for teachers; Literacy Plus reading, writing, speaking, listening, character and relationship values program and PRIME

PLUS mathematics and science program; Instructional Support Team Program to provide individualized support in core academic skills, study skills, and test-taking skills; Reading First Program; Celebration of Literacy; Teen Institute; and Prevention/Early Intervention Initiative;

- f. Recommend for elimination or appropriate modification District programs and initiatives, including but not limited to those listed in Paragraph 6-e above, which are found to be ineffective and recommend for replication, expansion and/or further development programs, including but not limited to those listed in Paragraph 6-e above, which are found to be effective in closing the academic achievement gap which exists between African American and White students;
- g. Review best practices information for equitable education programs from sources which may include, but not be limited to, the following: the Pennsylvania Department of Education; the United States Department of Education's National Center for Education Statistics and its Institute of Education Sciences; Allegheny Intermediate Unit's Power4Kids Initiative; What Works Clearinghouse; the National Alliance of Black School Educators; the Mid-Atlantic Equity Center; Council of the Great City Schools; Pennsylvania School Boards Association and National Association of State Boards of Education; The Education Trust; Educational Research Service; teachers' unions; American Association of School Administrators and other school administrators' associations, Public Education Network; Child Trends; the University of Pittsburgh and its Center for Urban Education, Duquesne University, Carnegie Mellon University, Chatham College, Carlow College, Robert Morris University, and other colleges and universities; and Manhattan Institute's Education Research Office;
- h. Assist teams of instructional and support staff, parents, and community resource persons in offering Instructional Support Team services to those students experiencing instruction or behavioral difficulties to assure that they are not unnecessarily assigned to remedial special education programs;
- i. Assist in the District's initiative, as described in its 2002-2007 Strategic Plan, to redefine the role and

- responsibilities of guidance counselors to encourage more student-focused service;
- j. Seek, obtain, and monitor essential additional equity-specific funding sources as required;
 - k. Appoint, meet with, and memorialize the appointment and meetings of a committee of students, parents, school personnel, and community resource people to offer suggestions and support and monitor the District's progress in achieving equal educational opportunity and educational equity;
 - l. Serve, along with the District's solicitor, as the Commission's point of contact;
 - m. Develop and implement program initiatives and otherwise take all steps necessary to remedy racial and ethnic isolation and imbalance found to exist within the district and to remedy the adverse educational consequences caused by past and ongoing racial and ethnic isolation and societal discrimination;
 - n. Meet with the Equity Advisory Panel at least once during each semester and during each summer session for the duration of the agreement to exchange information and accept comments and suggestions;
- 7. Prior to the Agreement's effective date, an independent Equity Advisory Panel of seven volunteer members will be established as follows: three names each will be submitted by the Complainants, the Respondent and the Commission for mutual consideration by all three parties; upon approval by all parties, four of those nine candidates shall be seated; in addition to these four members, each party shall choose one additional Panel member;
 - 8. Equity Advisory Panel members shall serve for the entire term of the agreement unless the Respondent and Equity Advisory Panel agree to specific substitutions;
 - 9. Within sixty days of the Equity Advisory Panel's appointment, the Respondent shall provide the following as accessible resource persons to the Panel: a Program Specialist who is knowledgeable of equity issues and best practices to address those issues programmatically and a Data Evaluator who is knowledgeable of equity and

statistical analysis to review program selections and modifications and data;

10. The Program Specialist and Data Evaluator shall serve for the entire term of the agreement unless the Respondent and Equity Advisory Panel agree to specific substitutions;

Instructional Support

11. Respondent shall replicate appropriate instructional and administrative programs and techniques used at schools at all operational levels which, according to District documents and Pennsylvania System of School Assessment data and/or value-added assessment information, have outperformed, as defined in Paragraph 12 below, their Pennsylvania peers within and outside the District for at least two consecutive school years;
12. Schools identified as outperforming their peers shall have African American student enrollments of 75% or greater, have met or exceeded the state average for Pennsylvania System of School Assessment participation and attendance rates, have met or exceeded the state's mean scores in mathematics and reading, and met or exceeded the state's averages for percentages of students scoring proficient or above in mathematics and reading at each grade level tested.
13. Respondent shall continue to evaluate and, based on its evaluation, appropriately continue, modify or discontinue its efforts to encourage teachers to earn national certification through the National Board for Professional Teaching Standards;
14. Respondent shall continue to evaluate and, based on its evaluation, appropriately continue or modify its efforts to assure that the lowest-paid, least experienced teachers are not concentrated in schools with the highest proportion of African American children;
15. Respondent shall evaluate and, based on its evaluation, maintain or reallocate resource levels to assure an equitable needs-based allocation of resources in a manner that is responsive to the demonstrated disproportionate needs of African American students, especially those attending racially isolated schools;

16. Respondent shall evaluate and, based on its evaluation, appropriately continue or modify its efforts to involve parents through use of the following existing programs and any other initiatives developed throughout the term of the Agreement: ten Parent Engagement Specialists to provide parents and caregivers with support in parenting, academic, and technology areas; School Plan for Excellence; Parent School Community Councils to assist in developing the annual revision of the school's Comprehensive Educational Improvement Plan; Head Start Policy Council to support Head Start objectives; Excellence for All Parents Steering Committee to network with other parents, parent organizations, and groups and to share information with the Superintendent; School Volunteers Program; Dashboard Electronic parental engagement for communication and information; and the Revised Parental Involvement Policy;
17. Respondent shall continue to evaluate instructional materials that will provide comprehensive holistic instruction in African American history and culture as part of the regular curriculum and as an integrated part of cross-discipline learning;
18. Respondent 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 such as respect, integrity, and honesty through a character education program and through the provision of approved mental health presentations on anger management, team building, social skills, conflict resolution, and connection-interactions-personal responsibility;
19. Respondent shall provide in-classroom supports, including but not limited to additional teachers, paraprofessionals and highly qualified tutors in the schools which, according to the District's own records and standardized test data and in accordance with federal and state education guidelines, underperform, as defined in Paragraph 20 below, their Pennsylvania peers within and outside the District for at least two consecutive school years beginning with the effective date of the Agreement;

20. Schools identified as underperforming their peers have African American student enrollments of 75% or greater, and have students that have scored at least 15 percentage points lower than state averages for those students reaching proficient or above standards in mathematics and reading at each grade level tested;
21. Respondent shall continue to provide targeted professional development opportunities based on needs assessments of instructional, administrative, and support staff;
22. Respondent shall continue to offer professional development in differentiated instruction to accommodate students' diverse learning styles, cultural backgrounds and other significant learning differences;
23. Respondent 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;
24. Respondent shall continue to use research-based teaching practices and quarterly benchmark assessments to determine the needs and measure the progress of students;
25. Respondent shall implement flexible groups to address the various educational needs of students and to eliminate permanent "tracking" of students;
26. Respondent shall explore a peer tutoring/mentoring program that will not impede the learning of the tutors or other students;
27. Respondent shall continue to base program decisions on data;
28. Respondent shall continue to provide for and expand opportunities such as the Superintendent's Student Advisory Council to elicit active and authentic student input;

29. Respondent shall demonstrate and articulate high expectations for all students in developing and revising its curriculum, training its teachers, administrators and school board members, imposing disciplinary sanctions and admitting enrollees into special programs;

Equity in Discipline

30. Based on an assessment of needs, Respondent shall provide annual research-based training and other professional development resources for teachers, administrators, and school board members concerning the impact of differing cultural norms, values, and belief systems on interpretations of student behavior, choices of strategies for influencing student behavior, application of formal discipline policies and procedures, and students' reactions to the discipline-related actions of teachers and/or administrators. Training will include enhancement of the knowledge, awareness and skills necessary to reduce any incidence of bias or disparate impact with regard to discipline;
31. Respondent shall provide a challenging research-based curriculum for all students and academic support to low performing ones until they can function at grade level to reduce students' frustration-based misbehavior;
32. Respondent shall improve the school's disciplinary climate through use of the following: collecting and analyzing data on referrals for discipline and disciplinary actions by race, ethnicity, and type of offense; providing specialized training for those teachers who fail and/or refer African American students for discipline in statistically significant disproportion to their class enrollment; and providing positive discipline, behavior management and conflict resolution training for new teachers and those expressing an interest;
33. Respondent shall explore and establish as appropriate and/or effective a mediation program to resolve minor behavior infractions;
34. Respondent shall develop guidelines for examining patterns of disparate discipline;

Reducing the Achievement Gap

35. Respondent 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;
36. Respondent shall continue to implement the TESA (Teacher Expectations and Student Achievement) Program to assure cultural congruence in instruction;
37. Respondent shall recruit highly qualified certified teachers and provide them with appropriate training and professional development to meet the needs of the diverse student population;
38. Respondent shall continue to set annual numeric goals for reducing the statistically significant racial disparities in achievement with the goal of eliminating the gap by the end of the Agreement as set forth in Paragraphs 63 through 73 below;

Equity in Special Education Placements

39. The District shall continue its efforts to address racial disparities in Special Education as described in a letter dated December 17, 2002, from the Office of Civil Rights of the United States Department of Education memorializing the District's compliance with the Monitoring Agreement for the period from 1993 - 2000. Respondent shall continue to identify statistically significant disparities by race or ethnicity along with disability category, in both identification and restrictiveness of placement;
40. Respondent shall continue to document the measures taken to decrease statistically significant minority over-identification and levels of restrictiveness;
41. Respondent 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;

42. Respondent shall continue to monitor, develop and revise as necessary the array of strategies and interventions available through its Instruction Support Team (IST) Program 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 education administrators whose goal will be 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;
43. The Instructional Support Team 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;
44. Respondent 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;
45. Respondent 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;
46. 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 and will plan an alternative, non-traditional criteria model for determining "giftedness" in students who are on the free or reduced lunch schedule;

47. Respondent shall, in accordance with Special Education for Gifted Students Regulations, 22 Pa. Code § 16.3, seek and obtain the approval of Pennsylvania's Secretary of Education to operate and provide an experimental gifted program anticipated to improve student achievement and meet unique programmatic needs of gifted students or report to the Commission its reasons for not providing such a program;
48. Respondent 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 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 place students in the gifted program;
49. Respondent shall develop and monitor strategies for reducing the racial and ethnic disparities in gifted program placements with the goal of significantly reducing the gap by the end of the Agreement as set forth in Paragraphs 63 through 73 below;

Monitoring

50. The Commission shall monitor the District's progress in disciplining African American and White students equitably, distributing class grades proportionately, reducing the academic achievement gap between African American students and White students, and increasing the placements of African American students in special programs and projects such as the Gifted and Scholars program throughout the term of the Agreement as set forth in Paragraphs 63 through 73 below;
51. Beginning with the execution of this agreement, the Respondent shall make available to the Commission copies of all equity-related funding proposals, grant applications, reports, summaries, strategic plans, evaluations, and other information submitted to the United States Department of Education and the Pennsylvania Department of Education during the term of the Agreement as set forth in Paragraphs 55 through 73 below;

52. The Respondent shall submit the following reports to the Complainants and the Commission within 60 days following the end of each semester and following the end of summer session for the term of the Agreement as set forth in Paragraphs 55 through 73 below:

a. Enrollment statistics listing the number of African American, White, Other and Total of All Students enrolled at each organizational level: entire district, each grade level, each school, and each class/course offered in each school;

b. Disciplinary statistics - child's identifying number, race (African American, White, or Other), sex, grade, and school; basis for discipline; and type of discipline imposed, including assignment to alternative school or placement;

c. Standardized test scores - disaggregated Pennsylvania System of School Assessment scores, if applicable, value-added assessment information, and scores for any other standardized tests given by the District broken out consistently as follows: mean scores, actual numbers and percentages for African American, White, Other and Total of All Students at each organizational level: entire district, each grade level, each school, and each class/course offered in each school;

d. Letter grades distributed to all students within the District broken out consistently as follows: percentages for African American, White, Other and Total of All Students at each organizational level: entire district, each grade level, each school, and each class/course offered in each school;

e. New and continuing special education and gifted program placements broken out consistently as follows: percentages for African American, White, Other and Total of All Students at each organizational level: entire district, each grade level, each school, and each gifted class/course offered in each school;

f. Resource allocation data that assists in identifying racially or ethnically identifiable resource

allocation differentials and/or in identifying racial and ethnic needs-based resource allocation differentials within the District;

53. Respondent shall assemble a set of documents showing equity comparisons after determining in what form the data currently exists;
54. The Commission may reasonably request the Respondent to provide additional data, to the extent available and compiled, including, but not limited to, data disaggregated by race and/or school related to the categories identified in Paragraph 52 above;
55. Respondent shall submit to the Commission the following as data is compiled by the District:
 - a. Staff development documentation summarizing staff attendance and evaluation of training conducted in the following: positive student discipline techniques, reducing the academic achievement gap, teaching in a diverse racial/ethnic environment, differentiated instruction and fostering parental participation;
 - b. Data documenting the relationship between national teacher certification and student achievement;
 - c. Narrative reports on additional measures and strategies created and implemented to remedy educational disparities;
56. Respondent shall submit information electronically whenever possible;
57. The Commission and the Respondent shall attempt in good faith to reach agreement on any required modifications that arise during the term of the Agreement;
58. If necessary, the Complainants, Commission, and Respondent shall meet and discuss the Respondent's implementation of and compliance with the terms of the Agreement;
59. At the end of the first year of implementation of the agreement, the Equity Advisory Panel will review the District's progress to assess the advisability of establishing a District-wide Equity Office to replace the Coordinator;

60. An Equity Office's sole responsibility would be overseeing the District's equity programs and this agreement's implementation;
61. If, after the review conducted in accordance with Paragraph 59 above, the Equity Advisory Panel recommends the establishment of an Equity Office, the Complainants, District, and Commission shall meet to discuss and negotiate a supplementary agreement to resolve only this issue;
62. If the Respondent has not shown significant progress, as described in Paragraphs 63 and 64 below, in disciplining African American and White students equitably, distributing class grades proportionately, reducing the academic achievement gap between African American students and White students, and increasing the placements of African American students in special programs and projects such as the Gifted and Scholars program within two years from the date of the Agreement, the Commission may conduct a hearing into the causes of the lack of progress;
63. Upon receipt of the first series of reports as required in Paragraphs 51 through 55 above, the Commission will establish annual statistical and other benchmarks that will serve as indicators of progress for the issues named in Paragraph 50 above. The Commission will use these indicators to prompt an annual analysis and inquiry with the Respondent in order to make a determination as to whether or not significant progress is being made for each issue;
64. At the end of the fifth full school year following the effective date of the Agreement, the Commission will consider all monitoring data reports indicated in Paragraphs 51 through 55 above in order to evaluate the Respondent's progress relative to the categories identified in Paragraph 50 above;
65. If the Commission, following the evaluation provided for in Paragraph 64 above, believes that the Respondent has made sufficient progress the Commission shall notify the Respondent in writing that the terms of the Agreement have been fulfilled;

66. If the Commission, following the evaluation provided for in Paragraph 64 above, believes that the Respondent has not made sufficient progress in any one or more areas, the Commission shall notify the Respondent in writing of specific perceived deficiencies and a timeline for remedying those deficiencies;
67. If, upon expiration of the time period for the Respondent to remedy deficiencies in accordance with Paragraph 66 above, the Commission and Respondent do not agree that sufficient progress has occurred, the Commission and Respondent shall attempt to resolve their disagreement through a good faith process of negotiation for a period not to exceed 120 days.
68. If, upon completion of the 120-day period provided for in Paragraph 67 above, the Commission and Respondent have been unable to reconcile their differences, they shall, within sixty days, appoint a Dispute Resolution Team (Team) to be comprised of one representative selected by the Commission, one representative selected by the Respondent, and one representative selected by the Complainants;
69. The Chair of the Team provided for in Paragraph 68 above shall be selected by majority vote of Team members;
70. The Dispute Resolution Team shall independently evaluate the extent to which the Respondent has complied with the terms of the Agreement, provide general recommendations for compliance, and report its findings to the Commission, Complainants and Respondent;
71. The Respondent shall develop a specific plan for remediation based on the Dispute Resolution Team's recommendations if the Dispute Resolution Team finds any areas of non-compliance;
72. If the Respondent develops a specific remediation plan as provided for in Paragraph 71 above, the Agreement will remain in effect until such time as the Commission evaluates Respondent's compliance with the remediation plan and finds that the Respondent has made sufficient progress;

73. Upon finding sufficient compliance with the terms of the Agreement, the Commission shall notify the Respondent and Complainants in writing that the terms of the Agreement have been fulfilled.

EQUITY ADVISORY PANEL RESPONSIBILITIES

Monitors, with the support of the Program Specialist and Data Evaluator, Respondent's system-wide compliance and advises the Respondent's Coordinator on complying with the terms of this agreement;

Creates operational guidelines, schedules and conducts meetings with the Program Specialist and Data Evaluator at least once during each semester and at least once during each summer session for the duration of this agreement, and establishes committees to accomplish its mission;

Reviews written reports submitted by the Program Specialist and Data Evaluator;

Recommends research-based strategies, methods, and programs to assist Respondent in disciplining African American and White students equitably, distributing class grades proportionately, reducing the academic achievement gap between African American students and White students, and increasing the placements of African American student in special programs and projects such as the Gifted and Scholars program;

Analyzes, interprets, and summarizes numerical data provided by the Coordinator and/or Data Evaluator to determine whether or not Respondent is making substantial progress in disciplining African American and White students equitably, distributing class grades proportionately, reducing the academic achievement gap between African American students and White students, and increasing the placements of African American student in special programs and projects such as the Gifted and Scholars program;

Advises Respondent of research-based techniques, methods, and programs that support racial equity in discipline, grading, achievement, and admission to special programs;

Reviews the District's progress at the end of the first year of implementation of the agreement to assess the advisability of establishing a District-wide Equity Office;

Reports information orally and in writing to the Coordinator and Commission.

PROGRAM SPECIALIST RESPONSIBILITIES

Provides equity-related program information orally and in writing to the Equity Advisory Panel in order to facilitate the Panel's monitoring and advising responsibilities;

Reviews statistical and program information forwarded by Respondent, Equity Advisory Panel, and Data Evaluator to assist the Equity Advisory Panel in determining whether or not program modifications are necessary to meet the goals of the agreement;

Meets with the Equity Advisory Panel and Data Evaluator simultaneously at least once each semester and at least once during each summer session for the duration of the agreement to discuss programmatic progress of the district in complying with the terms of this agreement;

DATA EVALUATOR RESPONSIBILITIES

Provides equity-related data orally and in writing to the Equity Advisory Panel in order to facilitate the Panel's monitoring and advising responsibilities;

Evaluates reliability of source information;

Requests additional data and assists in planning additional data collection if needed to assist the Equity Advisory Panel in assessing Respondent's progress;

Prepares graphs, charts, tables, and/or related depictions of numerical information;

Meets with the Equity Advisory Panel and Program Specialist simultaneously at least once each semester and at least once during each summer session for the duration of the agreement to discuss measurable programmatic progress of the district in complying with the terms of this agreement;

Reports information orally and in writing to the Equity Advisory Panel.

PAGE 3 of 3

COMMONWEALTH OF PENNSYLVANIA

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PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African :

American Students, et al :

:

Complainants : Docket Numbers

: S481-S483, P3865-

v. : P3868; Case Numbers : 199213299-
199213302, The Board of Public Education : 199213359-
199213361

of the School District of :

Pittsburgh :

:

Respondent :

CERTIFICATE OF SATISFACTORY ADJUSTMENT

I, William F. Lowman, a Complainant in the above-captioned case, do hereby certify that my complaint has been adjusted to my satisfaction in that The Board of Public Education of the School District of Pittsburgh, the Respondent, has agreed to the Terms of Settlement incorporated into the Agreement as Appendix "B."

I hereby request the Pennsylvania Human Relations Commission to close the above-captioned case.

William F. Lowman 9/26/06
Complainant Signature Date

Robert Hostetler

Witness Name

[Handwritten signature] 9/26/06

Witness Signature

Date

APPENDIX "C-1"

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African :

American Students, et al :

:

Complainants : Docket Numbers

: S481-S483, P3865-

v. : P3868; Case Numbers : 199213299-
199213302, The Board of Public Education : 199213359-
199213361

of the School District of :

Pittsburgh :

:

Respondent :

CERTIFICATE OF SATISFACTORY ADJUSTMENT

I, Huberta Jackson-Lowman, a Complainant in the above-captioned case, do hereby certify that my complaint has been adjusted to my satisfaction in that The Board of Public Education of the School District of Pittsburgh, the Respondent, has agreed to the Terms of Settlement incorporated into the Agreement as Appendix "B."

I hereby request the Pennsylvania Human Relations Commission to close the above-captioned case.

Huberta Jackson-Lowman
Complainant Signature

9-26-06
Date

Robert Hostetler
Witness Name

[Signature]
Witness Signature

9/26/06
Date

APPENDIX "C-2"

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African :

American Students, et al :

:

Complainants : Docket Numbers

: S481-S483, P3865-

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African :
American Students, et al :
:
Complainants : Docket Numbers
: S481-S483, P3865-
v. : P3868; Case Numbers
: 199213299-199213302,
The Board of Public Education : 199213359-199213361
of the School District of :
Pittsburgh :
:
Respondent :

CERTIFICATE OF SATISFACTORY ADJUSTMENT

I, Wanda Henderson, a Complainant in the above-captioned case, do hereby certify that my complaint has been adjusted to my satisfaction in that The Board of Public Education of the School District of Pittsburgh, the Respondent, has agreed to the Terms of Settlement incorporated into the Agreement as Appendix "B."

I hereby request the Pennsylvania Human Relations Commission to close the above-captioned case.

Wanda Henderson
Complainant Signature

9/25/06
Date

LINDA Barrett
Witness Name

Linda Barrett
Witness Signature

9/25/06
Date

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African :

American Students, et al :

:

Complainants : Docket Numbers

: S481-S483, P3865-

v. : P3868; Case Numbers : 199213299-
199213302, The Board of Public Education : 199213359-
199213361

of the School District of :

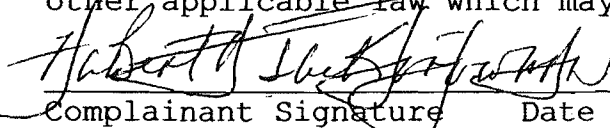
Pittsburgh :

:

Respondent :

RELEASE

KNOW ALL BY THESE PRESENTS that upon the condition that the Respondent fully comply with all the terms of settlement set forth in Appendix "B" of this Agreement, I, Huberta Jackson-Lowman, do hereby release and forever discharge the Respondent from all manner of actions and causes of action and all suits, debts, claims and demands whatsoever, based upon the allegations, set forth in Appendices "A" and "A-1" of this Agreement, including the present action, except as described below. This release shall in no way discharge, release or absolve the Respondent from liability for any violation of Section 5(d) of the Act, 43 P.S. § 955(d) (relating to retaliation) which may occur after execution of this Agreement, nor in any way limit my rights to bring suits or actions or to file complaints based in whole or in part on any violation of the Act or other applicable law which may occur in the future.


Complainant Signature

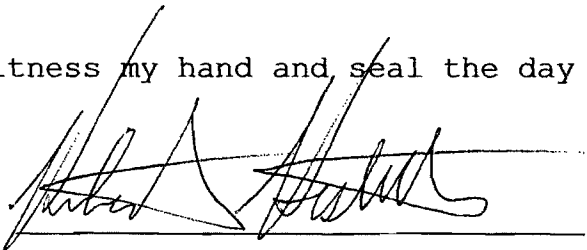
9/26/06
Date

COMMONWEALTH OF
~~PENNSYLVANIA~~) Florida

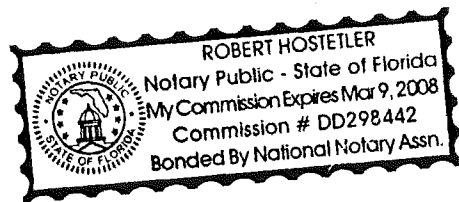
COUNTY OF Leon) SS

On the 26th day of Sept., 2006, the Complainant named above, Huberta Jackson-Lowman, personally appeared before me. She is known to me or proved her identity as the person who signed the release. She acknowledged that the release was freely signed, with full understanding of its contents and legal effect, and solely for the consideration and upon the conditions expressed therein.

Witness my hand and seal the day and year written above.



Notary Public



My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African American Students, et al,

Complainants

v.

The Board of Public Education of the School District of Pittsburgh,

Respondent

Docket Numbers S481-S483, P3865-P3868; Case Numbers 199213299-199213302, 199213359-199213361

2006 09 12 10:19

RELEASE

KNOW ALL BY THESE PRESENTS that upon the condition that the Respondent fully comply with all the terms of settlement set forth in Appendix "B" of this Agreement, I, Wanda Henderson, do hereby release and forever discharge the Respondent from all manner of actions and causes of action and all suits, debts, claims and demands whatsoever, based upon the allegations, set forth in Appendices "A" and "A-1" of this Agreement, including the present action, except as described below. This release shall in no way discharge, release or absolve the Respondent from liability for any violation of Section 5(d) of the Act, 43 P.S. § 955(d) (relating to retaliation) which may occur after execution of this Agreement, nor in any way limit my rights to bring suits or actions or to file complaints based in whole or in part on any violation of the Act or other applicable law which may occur in the future.

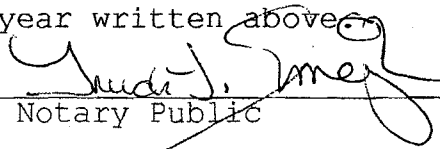
Wanda Henderson Complainant Signature

09/12/06 Date

COMMONWEALTH OF PENNSYLVANIA)) COUNTY OF Allegheny) SS

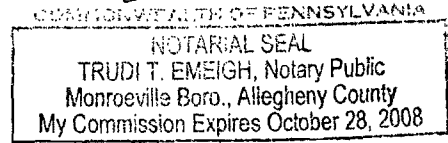
On the 21st day of Sept, 2006, the Complainant named above, Wanda Henderson, personally appeared before me. She is known to me or proved her identity as the person who signed the release. She acknowledged that the release was freely signed, with full understanding of its contents and legal effect, and solely for the consideration and upon the conditions expressed therein.

Witness my hand and seal the day and year written above.



Notary Public

My Commission Expires: 10/28/08



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

Advocates for African	:	
American Students, et al,	:	
	:	
Complainants	:	Docket Numbers
	:	S481-S483, P3865-
v.	:	P3868; Case Numbers
	:	199213299-199213302,
The Board of Public Education	:	199213359-199213361
of the School District of	:	
Pittsburgh,	:	
	:	
Respondent	:	

FINAL CONSENT ORDER AND DECREE

AND NOW, this ____ day of _____, 20__, upon consideration of the Conciliation Agreement submitted in the above-captioned case, it is hereby ORDERED AND DECREED that said Conciliation Agreement be entered into the official record of the Pennsylvania Human Relations Commission as a Final Consent Order to be given the same force and effect as if entered after a public hearing.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: Stephen A. Glassman
Stephen A. Glassman,
Chairperson

ATTEST:

By: Daniel D. Yun
Dr. Daniel D. Yun,
Secretary