

## Teaching Not Testing

Add to the body of the contract

### ARTICLE XX. TIME TO LEARN

**Section 1.** The District and Federation agree that many different types of assessments can be useful in meeting the needs of students and improving teachers' professional practice. The District and the Federation mutually agree that standardized testing must primarily support teaching and learning for all of our students. The parties further agree that important learning time is lost each school year due to preparation for and administration of standardized tests **and other district-mandated tests.**

**The District and Federation acknowledge the racist origins and culturally biased reality of standardized testing and assessment. The parties agree to work together on lobbying for legislative changes and to call on the governor, state legislature, and state education commissioner to reexamine public school accountability systems in Minnesota, and to develop a system based on multiple forms of assessment that does not require extensive standardized testing, more accurately reflects the broad range of student learning and talents, and supports students and improves schools. Additionally, the District and Federation agree to call on the U.S. Congress and Administration to reduce the testing mandates, promote multiple forms of evidence of student learning and school quality in accountability, and not mandate any fixed role for the use of student test scores in evaluating educators.**

**Beginning with the 2017-18 school year, the District will post an opt-out form online that parents can easily access and fill out to opt their child out of any standardized testing. This form will also be translated into the ten most prolific languages spoken in the district beyond English. This list will be reviewed each year and updated as necessary. The form will also be sent home in paper form to all families each school year. A message with contents of the translated form will also be sent out to all families via audio robo call each school year. The District will ensure alternative learning opportunities are available for students who opt-out of any standardized testing. Staff will be free to share with parents and students that they have a right to opt out without fear of job consequence or retaliation. Staff members who conscientiously object to the administration of standardized tests shall be excused from administering such tests and shall be**

**provided with alternative work assignments within their assigned schools or programs during testing time.**

The District's Racial Equity Policy (101.00) obligates both parties to agree to efforts aimed at raising achievement for all students, reducing gaps between the highest and lowest performing student groups, and eliminating the racial predictability of low achievement. Both parties recognize that ~~large scale standardized assessments provide important data~~ **that gathering data to** monitor overall student achievement, the progress of student groups, and the District's progress in eliminating racially predictable outcomes **is important and agree to work together to determine the best assessments to accomplish this goal.**

The parties agree to continually review the implementation of state-administered computer-adaptive assessments, the ability for the assessments to provide information to improve teaching and learning, and the use of assessments to support college and career readiness. As part of the District's annual work to reassess the standardized tests **and district mandated tests** administered to St. Paul children, the parties will work, through a subcommittee of the Professional Issues Committee (PIC), to review the ~~standardized~~ assessments currently used in the St. Paul Public Schools and to achieve a goal of **further** reducing the amount of teaching and learning time lost to the preparation for and administration of ~~standardized~~ **mandated** tests by the start of the 2017-2018 school year. **The amount of teacher instructional time and individual student learning time lost to testing and test preparation activities shall both be reduced by 25 percent for each grade level at each school.** For the purposes of this goal, the baseline year for measuring achievement of this goal is the **2015-2016** school year. Subcommittees of the Special Education PIC and the English Language Learners PIC will conduct this work for standardized assessments used in special education and ELL respectively. Additional members, beyond those already appointed to these committees, may be appointed to these subcommittees to ensure that adequate professional expertise is available during each subcommittee's work.

**Students at LEAP, Bridge View, other students who receive Federal Setting 4 special education services, and students identified as level 1 and 2 EL will not have MCA or MTAS tests administered. If Minnesota selects a growth model under ESSA, students identified as level 1 and 2 EL may have MCA tests administered. EL students who receive Federal Setting 4 special education services will be exempt from ACCESS and Alternate ACCESS testing.**

The Professional Issues subcommittee on assessment will also review new developments in assessments, particularly those designed to offer different measure of student engagement and culturally relevant practice. If the subcommittee identifies promising instruments, the Professional Issues Committee will discuss methods to identify classrooms or building(s)/programs(s) to voluntarily pilot the instruments. The purpose of the pilot will be to determine the validity, usefulness, and cultural relevance of these new standardized tests.

Both parties agree to work together influence state and federal policymakers regarding large-scale standardized testing requirements, the quality and use of standardized assessments in service to teaching and learning, and to eliminate the misuses of these tests.

**Teachers will not be directed to conduct student testing during their prep period. Teachers who complete testing during preparation time will be compensated at the loss of preparation time rate. Failure to provide a teacher with sufficient duty time, exclusive of preparation time, for the completion of all required student testing, will entitle teachers to compensation at the loss of preparation time rate.**

**Building TOSAs will help administer assessments when requested by teachers.**

**If training is required for teachers to administer testing, required trainings outside of the work day will be paid according to the staff development rate of pay. The time paid will be based on the time allotted for completing the training.**