June 16, 2017

Re: Benchmark Grievance Settlement

District and Association leadership values the work and dedication of our educational staff, and also value the collaborative relationship we enjoy. This agreement is a direct result of that collaboration. As proclaimed in our collective bargaining agreement (CBA), "we believe working together will produce an Agreement that will meet the needs of both management and staff in accomplishing our shared aim--providing a quality education for all children in the District without exception" (pg 1).

A joint committee made up of Association and District leadership and representatives met to resolve concerns that arose from the implementation of the benchmark assessments during the 2016-17 school year, and to ensure success of future efforts.

Simultaneous to this committee's work, the superintendent held two listening sessions and conducted a system-wide survey of our teachers, learning the following from our teaching staff:

Several staff members reported that the following things worked well:

* Elementary ELA assessment content was aligned and embedded within curriculum guides
* Rubrics and anchor papers were made available
* All materials and scoring guides delivered to schools
* Promoted collaboration among staff around student learning
* Assessments were rigorous and aligned to standards

Several staff members staff reported that the following did not work well:

* The content of the assessments measured learning, in many cases, that did not match what had been taught
* Time intensive for administration and for scoring (especially ELA)
* Communication needs improvement as there was not enough advanced information, directions, and timeline information shared with teachers
* The testing and scoring window stretched to [January 6th](outlook-data-detector://0) which included winter break
* Entry of scores into the gradebook was cumbersome and time-consuming. Standards need to be chunked and the assessments need to be placed in the gradebook to make entry easier
* The content of the assessments need closer review for alignment to standards, formatting, and order
* More consideration for struggling learners, students with disabilities, and English Language learners

The district recognizes that, though some teachers were involved in piloting of the benchmark assessments, the fact that district and association leadership did not meet prior to implementation of benchmark assessments to discuss possible impacts and then bring the plan to labor management committee, pursuant to section 7.2.A.2.g of our collective bargaining agreement (CBA), along with the October timeline of implementation, did not allow teachers to adjust their teaching plans to integrate the assessments into their curriculum map, and thus created extra workload for some teachers. The parties recognize and affirm that common assessments are important tools for assessing and improving student learning and progress towards standard, in alignment with our strategic plan. The parties are committed to implementing common assessments in a way that supports student learning, and aligns with the curriculum moving forward, and to address concerns around implementation.

In order to address the concerns that arose from the implementation of the benchmark assessments during the 2016-17 school year, and to ensure success of future efforts, the parties agree to the following:

* As indicated in section 7.2.A.2.g.1 of our collective bargaining agreement (CBA) the parties commit to ongoing Association (president/ designee)/ TFL meeting to discuss program implementation, and other issues
* Make assessments part of the curriculum (embedded), articulating what standards will be assessed when
* Suspend system-wide benchmark assessments for the remainder of the 2016-17 school year and pilot common assessments in elementary ELA and Math and secondary math, continuing the pilot for next year with a wider group of teachers beyond curriculum connectors before full implementation
* Involve teachers in the creation of curriculum guides and assessments (committee, pilots) and increase communication through the Curriculum Connectors group, as well as through other opportunities
* Pilot system-wide common assessments before full implementation
* Develop clearly articulated assessment calendar before school year begins
* Make assessments available to all teachers at the beginning of the year

In order to address the workload created by the implementation timeline and rollout process, as detailed above, the parties further agree to a plan to provide one time, non-precedent setting support to all buildings. *The parties recognize that some buildings have already provided a variety of support to teachers to address the workload, and have agreed to extend and build on that support to teachers in all buildings, using the process detailed in section 7.2.A.1.c of our CBA.*

*The parties agree that, in recognition of work associated with the benchmark assessments done outside of the school day* to set a threshold of support at the equivalent of the following:

* One (1) release day for elementary teachers who gave and graded the assessments
* One (1) release day for secondary math teachers who gave and graded the assessment in more than half of their classes
* A half (1/2) release day for secondary math teachers who gave and graded the assessment in at least one (1), and up to half of their classes.
* Two release (2) days for secondary ELA teachers who gave and graded the assessments in more than half of their classes.
* One (1) release day for secondary ELA teachers who gave and graded the assessment in at least one (1), and up to half of their classes.

Principals will be directed to work with individual teachers or the whole site, if applicable, using the site-based decision, as indicated in 7.2.A.1.c, to address the workload that was created.

*If a teacher already has already been compensated through full or half-day releases,* timesheet, or other means as agreed to in individual buildings to the equivalents listed above then they are considered whole. If the teacher hasn't been compensated to the levels listed above listed above the principal will work with teachers to select one of the following remedies to bring each teacher up to the equivalents listed above.

* *Stipend equivalent to the cashout value of a release day to compensate for workload. Cashout value is set the same as IEP day cashout at a $200 stipend per release day or $100 per half day*
* *1-2 Wellness days added to balance, based on thresholds listed above*
* *Other means as agreed to in the building, if requested by the site*

**Benchmark Assessment Grievance Resolution Request**

Teacher Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Worksite: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employee #: \_\_\_\_\_\_\_\_\_\_\_\_

Level Taught: \_\_ Elementary \_\_ Secondary ELA \_\_ Secondary Mathematics

For secondary teachers:

How many sections do you teach in a day or in combination of A/B days?

\_\_5 \_\_6 \_\_ Other \_\_\_

For how many of those sections did you administer and grade benchmark assessments?

\_\_\_ half or fewer \_\_ More than half

Requested Remedy

\_\_ Stipend equivalent to release day(s) equal to applicable threshold

\_\_ Wellness day(s) added to your balance equal to applicable threshold

Based on the memo and the number of sections for which you administered and graded benchmark assessments, what threshold of support applies to you?

\_\_ half day \_\_ one day \_\_ two days

What level of support have you already been provided for the workload related to benchmark assessment implementation through release time, timesheet, timeswap, or other means as agreed to by your site?

\_\_\_\_\_\_\_\_\_\_ (Hours/Pay)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature Principal/Supervisor Signature

Return to your building principal by June 22, 2017