

## Article 6: Instruction

### A. Academic Freedom/Controversial Issues

1. The District and the Association agree that academic freedom in alignment with the Division 22 Standards is essential to the fulfillment of the purposes of the District. Members shall be protected from undue criticism or restraint which may interfere with their obligations to perform their prescribed teaching functions.
  - a. Such academic freedom shall be exercised within the appropriate course of study and for the age and maturity of the students and in alignment with board policy.
2. Teaching of controversial issues is an accepted procedure in appropriate subject matters and grade levels. However, this does not give a member the license to promote a particular point of view.
3. Members also have the obligation to use professional judgment in approaching controversial issues. They shall:
  - a. Present varying aspects or sides of issues;
  - b. Teachers will present an overall view of controversial issues and clearly identify when a position is a personal opinion.
  - c. Use professional judgment in selecting the types of materials used in studying controversial issues, provided the materials and/or discussion is relevant to the grade level and curriculum scope and sequence.

### B. Electronic Recording Devices

1. Recording devices in the classroom, excluding any multi-purpose or common spaces shall meet the following criteria:
  - a. No new recording device shall be installed in a classroom unless initiated by the member.
  - b. Recorded live sessions can not be used to evaluate a teacher, with the exception of teacher discretion or they include evidence of violation of board policy, TSPC regulation, state and/or federal law. In such cases the teacher could be disciplined for just cause.

- c. Recorded live instruction can be shared per the Electronic Communications Guidelines to students within the same class protected by student account passwords.

#### C. Classroom Visitors

1. Visitations of parents/guardians and patrons may be arranged **with the administrator and the member with no less than 48 hours notice** and permitted within considerations for the requirements of the educational program, the orderly administration of the school and classroom, and safety and welfare of students. Visitors shall not be allowed to record classroom visitations without **prior permission from the member. Administrators will protect all members from undue criticism or restraint that might result from the visit. visitors posting any recordings or commentary from the school or classroom visit on social media.**

2. Peer Observation/Learning Walks

Members must be notified of peer observations and learning walks at least 48 hours in advance. The maximum number of people typically visiting a classroom for these purposes will be limited to five (5) per visit unless agreed to otherwise by the member. These visits will not be used for evaluative purposes.

#### D. Instructional Flexibility

1. Members and teacher teams have the flexibility to adjust, modify and add supplemental materials to the curriculum to meet the needs of students, including but not limited to social, emotional and academic needs. Members will have a conversation with Building Administrators about adjustments, modifications and supplemental materials that are implemented. The district agrees to prioritize and minimize the standards taught so that members have the ability to adapt and meet student needs in the classroom.
2. The District recognizes that pacing guides are recommendations in meeting the prioritized grade level standards. Members have the right to adjust pacing and schedule the curriculum to meet students' needs within their classroom.

#### E. Student Grades

1. All Secondary members will use the TTSD adopted district grading platform.

2. Members will be professional in providing regularly updated grades.
3. No grade or evaluation given by a member shall be changed without the approval of the member, unless the student, parent(s), or legal guardian(s) file an appeal with the administrator.
  - a. Appeals shall be heard by a review panel. The panel shall consist of three (3) representatives. The first representative shall be appointed by the member; the second shall be appointed by the administrator and the third representative shall be a member appointed by the parent/student. The third panel member shall be a certified teacher or counselor from the same school and shall have no family relationship to the student and/or parent. The administrator shall serve as the chairperson.
  - b. The panel may change the grade, establish additional requirements or deny the appeal.
  - c. The panel's decision shall be final and binding and communicated to the member by the administrator.
  - d. If the member has left the District or otherwise is unavailable, the Association shall appoint the member's representative.
4. Members will be required to have grades for each grading period completed no earlier than two (2) contract days beyond the last day of the grading period.

F. Social Emotional Learning

In order to proactively address the social-emotional needs of students, members will host designated social-emotional time with students. ~~For 2022-2023, a~~ **At high school secondary level** these designated times, excluding the first week of school, will occur no more than 20 minutes twice a month and are part of an existing scheduled class. **At the elementary level, SEL lessons will occur no more than 20 minutes daily.** For all members these times are non-evaluative. ~~For the 2023-2024 school year, d~~ Designated social-emotional time will be co-constructed between Members, TTEA representatives and the District.

G. Use of Student Data

Student data may appropriately be used by a member or teams of members to inform instruction.

H. Student Placement

1. Any member, who is a part of a student's IEP/504 plan team, will have input regarding the necessary modifications and accommodations including any resources, equipment and facility provisions to serve the student.
2. Any member of the IEP team who believes there is a need to review the student's placement or IEP services may call to reconvene the IEP team.

I. Distance Learning

1. In distance learning, the member will provide teacher facilitated learning following the bell schedule. Teacher-facilitated learning is a synchronous (either on-site or off-site) or an asynchronous learning experience planned and guided by a licensed teacher.
  - a. Synchronous will mean a variety of interactive methods intended to support student learning that can include but is not limited to live group instruction, teacher-facilitated online video or audio, online chats, instant messaging, peer interaction, two-way communication, small group breakouts, or individual office hours.
  - b. Asynchronous will mean learning that occurs in elapsed time such as email or blog posts as well as posted assignments that are not a direct interaction.

**J.** Professional Learning Communities (PLC) **(moved from Art. 3)**

1. In an effort to support meaningful collaboration, with a focus on improving student achievement, members will work collaboratively in **member created and member directed** PLCs in accordance with A.2.d.iv.
2. The PLC collaboration time provided for in A.2.d.iv. above will not be scheduled during the August pre-service week.
3. Members may schedule additional collaboration time depending on the needs of the individual school.
4. Administrators may schedule the collaboration time in a way that best meets the professional development needs of the school. Administrators will ensure that the hours identified for PLC collaboration are provided.

5. (All) PLC collaboration time throughout the year will focus on district strategic initiatives or school goals with a specific emphasis on student achievement. PLC teams are responsible for following established PLC protocols and are accountable to school administration for providing standards based artifacts that may include(·) teacher created artifacts, Common Formative Assessments, data reviews, lesson plans or similar items that demonstrate the work that was accomplished during the collaboration time.
  
6. For the purposes of this agreement, collaboration time is defined as time that teachers are working together in PLCs with a specific focus (**as described in section** five (5) **above**) and for the purpose of improving instruction in order to positively impact student outcomes. Additional examples include the development of standards based instruction and/or assessments or the development and on-going monitoring of PLC group goals. In order to achieve this purpose, meetings will not be scheduled during collaboration time.