

ARTICLE XV - INSTRUCTIONAL PERSONNEL EVALUATION

PREAMBLE

The parties acknowledge that the evaluation procedures for Instructional Personnel covered by this agreement that follow have been agreed upon by the parties hereto with reluctance, and that such agreement is made because of the requirements and mandates of applicable Florida law. Florida law requires the Instructional Personnel evaluation system be used as a requisite component to determine the wages, hours, and working conditions for Instructional Personnel and is therefore a mandatory subject of bargaining. Further, the parties agree that should at any time the Florida law applicable to such evaluation procedures be changed by the Florida Legislature or overturned by a court decision to which the Polk County School Board is subject, then in that event the parties agree to promptly renew collective bargaining negotiations for the purpose of modifying the procedures set forth herein and no human capital decisions will be made using this system until a new agreement is ratified through collective bargaining.

DEFINITIONS:

Approved Observation Instrument: Only the approved observation instrument in the Instructional Evaluation System may be used to document the observation portion of a classroom teacher's evaluation which is based on multiple observations (walkthrough observations, informal observations, and formal observations) undertaken by the classroom teacher's supervisor.

Category I Teachers - Any classroom teacher that is new to the profession or new to the District regardless of the years of teaching experience and Florida Professional Educator Certification credentials, or any teacher that holds a Temporary Teaching Certificate.

Category II Teachers - Teachers with Florida Professional Educator Certification who have more than one year of teaching experience in the District.

Classroom Teacher: A teacher who provides direct instruction to students. This definition exists for the purposes of Article XV only and does not affect other Articles in this contract.

Essential Performance Criteria (EPC): Performance indicators under each Domain.

Evaluator: School Principal/Supervisor, Assistant Principal, and/or Superintendent's administrative designee trained and certified to conduct calibrated observations. Training and certification requirements are outlined in the evaluation manual.

Instructional Assistance Conference (IAC): An informal written plan of improvement. The process is intended to facilitate a professional conversation between an administrator and teacher to identify specific areas of concern coupled with suggested actions to be taken to assist the teacher with the improvement of professional practice. The IAC is not disciplinary in nature.

Instructional Evaluation System (Evaluation manual): The District's Instructional Personnel evaluation manual, which describes the evaluation systems to be implemented. Pursuant to Florida law, changes to the Evaluation manual that constitute a change in a mandatory subject of bargaining must be collectively bargained unless otherwise waived. The Union does not waive any collective bargaining rights with respect to evaluation.

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Instructional Evaluation System: A collaborative system between teachers and administrators that focuses on increasing student learning by improving the quality of instructional services. The overall term for the processes applied for the performance evaluation of an instructional employee.

Instructional Personnel: For the purpose of this Article and the evaluation manual, Instructional Personnel shall include all instructional employees covered by this agreement as defined in Article I.

Non-Classroom Instructional Personnel: An instructional employee as defined in Article I who does not provide direct instruction to students.

Professional Development Plan (PDP): A formal written plan of improvement.

Reliability: The degree to which an assessment produces stable and consistent results.

State Assessment: Any standardized state determined assessment given to students for evaluative purposes for a given subject.

State Value Added Model (State VAM): A statistical calculation by which the Florida Department of Education (FLDOE) estimates an instructional employee's relative impact on student achievement based upon student testing data.

Student Achievement Objectives for Classroom Teachers (SAO-CT): A measurable academic growth target that an instructional employee sets at the beginning of the course/term for all students or for subgroups of students to be achieved by the end of an established interval of time, employing baseline data gathered at the beginning of the course.

Student Achievement Objectives for Non-Classroom Teachers (SAO-NCT): A measurable growth target that a non-classroom instructional employee sets at the beginning of the course/term to be achieved by the end of an established interval of time, employing baseline data gathered at the beginning of the course/term.

Teacher Evaluation Advisory Committee (TEAC): A committee consisting of 20 members (10 appointed by the Superintendent and 10 appointed by the PEA President). The District's Chief Negotiator and PEA President serve as ex-officio members of the committee. The function of the committee is to serve as advisory in nature to the District and Association bargaining teams.

Test Validity: A determination of whether a test is satisfactory in evaluating the breadth and depth of the knowledge and skills students have developed with respect to the course standards.

15.1 The Superintendent shall establish procedures for evaluating the performance of duties and responsibilities of all Instructional Personnel. The evaluation forms and procedures to be used will comply with all requirements as set forth in §. [1012.34](#), *Florida Statutes*. The evaluation process will comply with the Collective Bargaining Agreement and follow the evaluation manual. Only the materials contained in the evaluation manual may be used for Instructional Personnel evaluation. No one may develop additional supplemental materials for the evaluation of Instructional Personnel without approval through the bargaining process.

15.1-1 As the Instructional Personnel evaluation system has undergone substantial change, the parties recognize that continued adjustments may need to be made as data becomes

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available. The parties commit to returning to the bargaining table to address concerns from either party. It is the intent of the parties to monitor this Instructional Personnel evaluation system to ensure it is a fair, valid, and reliable evaluation system and to make changes, as needed, to achieve this goal.

15.1-2 Student performance data will be collected for each instructional employee as in the evaluation manual, Student Achievement Objectives (SAO) (see 15.15) or State VAM as per state statute will be used to determine the instructional employee's student performance rating. Starting in school year 2018-2019, SAOs are required for all personnel without a State VAM, and optional for all VAM teachers.

15.1-3 We agree to use the Florida Department of Education's Roster Verification Tool (RVT) to enable Instructional Personnel to review their rosters of assigned students for accuracy. FLDOE provides two RVT review periods; one following Survey 2 FTE in the Fall and the other following Survey 3 FTE in the Spring. During these RVT periods, Instructional Personnel can recommend additions or deletions from the roster. Teachers with a state calculated VAM that have opted to use an SAO for student learning data will still be required to complete RVT to ensure accurate DOE records. Once Instructional Personnel complete the review and all corrections have been identified, the roster will be submitted to the District for processing. The district shall submit a teacher level Survey 2 and Survey 3 match using a process determined by DOE and submit such data for the calculation of State VAM rating.

15.1-4 SAO Student Learning Data - For teachers of adult students, the data source will include only students assigned to the teacher for 60 or more course hours. SAO teachers identify their students during the planning, mid-year review and final summative SAO review. Students that have absences that meet the criteria in the attendance determinant must have their SAO targets reviewed and possibly adjusted at the mid-year review.

15.1-5 Instructional Personnel shall receive an overall rating calculated as described in the evaluation manual One-third (1/3) of the rating shall be based upon student performance data listed on Appendix A - Florida VAM Course List, Student Achievement Objectives. The remainder of the overall rating shall be as described in the manual for various positions; Category A: Instructional Personnel with a State VAM rating, or Category B: Instructional Personnel. Non-classroom instructional employees are also participants in establishing SAO to develop the student learning data portion of their evaluation. Non-Classroom Instructional Personnel will be assessed using the appropriate evaluation/procedure forms.

15.2 Instructional Personnel will be evaluated annually according to the procedures in the evaluation manual. This evaluation will be completed by a designated and certified evaluator. Evaluation data will not be used for making Human Capital decisions until all evaluations are completed, including any appeals; with the understanding Probationary Contract employees may be released at any time as per [§1012.335\(1\)\(c\)](#), *Florida Statutes*.

15.2-1 The evaluator shall be trained in the evaluation tool and shall be certified. The evaluator may be either the principal/immediate supervisor or an assistant principal designated by the principal. If an instructional employee so requests, he/she shall be evaluated by his/her principal. Should no administrator meet the criteria or in rare and unusual circumstances, the Superintendent shall designate a certified administrative evaluator who meets the criteria to perform the required observations and evaluations. Evaluative visits by the Superintendent's

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designee shall be made with prior notification of two (2) work days, to the instructional employee and principal/immediate supervisor, prior to any evaluative activity.

15.2-2 Any concern/deficiency noted by an administrator must be shared with the instructional employee in a timely manner. Electronically finalizing an observation or sending a request for a time to hold a professional conversation within five (5) contract days is timely. All observable EPC (Essential Performance Criteria) ratings will be documented throughout the year on the forms provided, based on walkthrough observations, informal observations, and formal observations, **though no evaluations can be documented until the completion of the 8-day count.** If observable or non-observable performance deficiencies are noted, the evaluator must provide the instructional employee with specific related feedback. The principal or approved designee must not electronically finalize another observation until five (5) working days have passed since the last finalized observation.

15.2-3 To promote prompt, professional conversation, there is an Instructional Assistance Conference form, and guidelines for the school administration to use in conducting Instructional Assistance Conferences (IAC) with Instructional Personnel. This Conference may be used to bring focus to the instructional changes desired without requiring an instructional employee's evaluation to be marked down or the development of a formal written plan of improvement. The Instructional Assistance Conference does not replace the formal written plan of improvement and is not disciplinary in nature. It is intended to facilitate professional conversations.

15.2-4 Videotaping shall not be used to record data for any instructional employee observation or evaluation. Videotaping, with the expressed written permission of the instructional employee, may be used for non-evaluative purposes, such as mentoring or for certification purposes. This section does not prohibit video or audio recording of students when required by any State or District student performance exams involving a performance component.

15.2-5 It shall be considered a gross procedural error if an instructional employee receives an overall rating of *Needs Improvement* or *Unsatisfactory* and has not had the opportunity to complete an appropriate Instructional Assistance Conference (IAC) process or a Professional Development Plan (PDP).

15.3 The process of evaluating Instructional Personnel will be ongoing during the school year. Instructional Personnel will be fully informed of the criteria and procedures associated with the evaluation process as outlined in the evaluation manual. All procedures and timelines, as outlined in the evaluation manual, shall be followed. Instructional Personnel will be provided electronic access to the evaluation manual within their first 15 workdays. All Instructional Personnel new to the evaluation process shall be trained regarding the Instructional Personnel Evaluation processes and requirements within the first ten (10) contract days of employment.

15.4 An electronic report of each evaluative observation conducted by the evaluator, including walkthroughs observations, informal observations, and formal observations will be available within five (5) contract days. The formal observation will include a pre-conference and a post conference for all Category I Instructional Personnel, and a post-conference for all Category II Instructional Personnel. A Pre-Conference will be held at the request of a Category II instructional employee.

15.5 Required Instructional Personnel Evaluation Conferences: Mileage to the former

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school/worksites shall be reimbursed if teachers are required to travel to receive their final evaluation.

15.5-1 A Category I mid-year instructional employee conference is required for all Category I instructional employees. Each Category I instructional employee shall be given an overall mid-year evaluation rating based upon the EPCs and student learning data according to the evaluation manual. There shall be a full and complete discussion of each EPC rating with specific recommendations for any EPC rated as Needs Improvement/Developing or Unsatisfactory. At the completion of the conference the appropriate form will be signed by the administrator and the instructional employee documenting the administrative ratings.

15.5-2 Final evaluations with an SAO shall occur prior to the end of the school year and shall include the administration's final ratings with supporting data for both observable and non-observable EPCs, and the final rating for completing the employee's self-evaluation and finalizing the SAO. At the completion of the conference the appropriate form will be signed by the administrator and the instructional employee documenting the final administrative ratings.

15.5-3 Final evaluations with a VAM shall occur within a specified period of time near the beginning of the school year as mutually determined annually by the District and PEA, pending availability of State VAM. This timeline will take into account the report date to FLDOE. At the completion of the conference the appropriate form will be signed by the administrator and the employee documenting the overall rating, State VAM, and any adjustments agreed the prior year's EPC Administrative Ratings.

15.6 In the event an instructional employee is not rated as *Effective* or *Highly Effective* in one or more of the EPCs, the evaluator will provide a recommendation for improvement based on a specific deficiency as defined by the appropriate EPC rating rubric.

15.7 If performance concerns exist, the following steps shall be taken:

1. The evaluator shall hold a professional conversation with the instructional employee to identify specific areas of concern coupled with suggested actions to be taken to assist the instructional employee with the improvement of professional practice. Monitoring will be ongoing.
2. If the instructional employee continues to perform below the *Effective* level in an identified EPC, the evaluator shall meet with the instructional employee to discuss the concerns and develop a plan, such as an IAC or PDP, for improvement. Refer to the *Instructional Evaluation System manual*.

15.7-1 Outcome of the Final Evaluation

- a. All Category I and Category II Annual Contract instructional employees who receive an overall *Highly Effective* or *Effective* rating on their most current overall evaluation will be renewed if the instructional employee has not had Progressive Discipline beyond a Step 1 *Written Confirmation of a Verbal Warning* for the current school year.
- b. Professional Service Contract Instructional Personnel: The provisions in

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[§1012.34\(4\)](#), *Florida Statutes* – Notification of Unsatisfactory Performance will be followed.

c. Category II Instructional Personnel will follow [§1012.34\(4\)](#), *Florida Statutes* concerning overall Unsatisfactory performance.

d. Under the requirements of [§1012.335](#), *Florida Statutes*, an Annual Contract will not be awarded if an instructional employee receives two consecutive overall annual performance evaluation ratings of *Unsatisfactory*, two annual overall performance evaluation ratings of *Unsatisfactory* within a 3-year period, or three consecutive overall annual performance evaluation ratings of *Needs Improvement* or a combination of overall *Needs Improvement* and *Unsatisfactory*.

15.8 The immediate supervisor of the instructional employee will forward the evaluation report to appropriate personnel.

15.9 Itinerant and Hospital/Homebound – All procedures as outlined in the evaluation manual, will apply to the instructional employees listed above with the following exceptions:

15.9-1 There will NOT be a formal observation using the approved observation instrument to gather evaluation data related to appropriate Domain and Essential Performance Criteria (EPC). Rather, in lieu of the observation, the teachers will provide evidence to the supervisor related to the following expectations:

- Communication between teacher and student to equal no less than one correspondence per week. Communication may be initiated by either the teacher or the student.
- Representative samples of student work per term, with evidence of instructor feedback.
- Periodic evaluations between teacher and students as defined and documented through timely student progress checks.
- Phone log of teacher/student interaction as applicable.

Evidence may be provided in the format of checklists, log entries, student portfolio, etc.

While all EPCs in the Instructional Personnel Evaluation System are applicable, some of the specific sample indicators of performance may vary in nature from those identified in the evaluation manual. The supervisor and instructional employee will review the sample indicators and determine their applicability to the specific role of the instructional employee in their specific teaching environment.

15.10 Evaluation Appeal Process – Instructional employees may appeal using an expedited appeal procedure limited to 2 steps: Step 1 - Final Evaluation Appeal and Step 2 - Arbitration. The Arbitration step will be an expedited process with no submission of briefs and the arbitrator will issue a written decision. Expedited Arbitration will include setting a panel of mutually agreed upon and available arbitrators to hear multiple cases in a day. Although we are using an expedited arbitration process, each side retains the right to use all remedies available to them under state and federal law. If a serious procedural violation or schedule change results in the removal of an annual evaluation,

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the evaluation rating will default to Not Evaluated and the employee will be considered to have an overall Effective rating or their last overall evaluation rating, whichever is higher, for the purpose of all Human Capital and salary decisions.

15.10-1 While the Final Evaluation may be appealed, Final Evaluations where only overall ratings of *Needs Improvement* or *Unsatisfactory* or when Performance Pay is implemented, may be submitted for arbitration. Overall ratings that are *Developing* (in the first three years of employment) or Effective are only eligible to be processed through the appeal of the Final Evaluation (Step 1) and are not eligible for Arbitration (Step 2). An instructional employee may appeal any of the individual ratings governed by an EPC rubric Domain. Such appeal shall be based upon a procedural violation of the process, and/or a misinterpretation of a system rubric. If a rating is successfully appealed, the rating shall be corrected, and the evaluation recalculated.

a. Step 1

- (1) **Final Evaluation Appeal with an SAO** – No later than the 175th day of student contact, the instructional employee must file using the jointly approved method communicated to all employees with their principal and copy the principal's supervisor, PEA, and the Senior Director of the Human Resource Services Division that a concern exists and they choose to appeal their Final Evaluation results. The parties will meet to discuss the concerns no later than 5 workdays (day 185) after the last student contact day. A decision will be issued in writing within three (3) workdays. The District and PEA may adjust the above timelines by mutual agreement if necessary.
- (2) **Final Evaluation Appeal with a VAM** –No later than the 175th day of student contact, the instructional employee must file using the jointly approved method communicated to all employees with their principal and copy the principal's supervisor, PEA, and the Senior Director of the Human Resource Services Division that a concern exists and they choose to appeal their EPC results. The parties will meet to discuss the concerns no later than five (5) workdays (day 185) after the last student contact day. A decision will be issued in writing within three (3) workdays. The District and PEA may adjust the above timelines by mutual agreement if necessary. VAM ratings are calculated by the state and are not subject to recalculations. Final Evaluations will be completed prior to the FLDOE report date.

b. Step 2

- (1) **Expedited Arbitration** –The District's and PEA's intent is to mutually pre-select a panel of arbitrators and contact them to establish a potential calendar of arbitration dates into which employees with appeals may be scheduled. Further, the intent is to keep individual hearings to approximately four (4) hours maximum with the arbitrator requested to submit a decision within two (2) workdays. Expedited Arbitration will take place as timely as possible. Dates will be mutually agreed upon by the District and PEA.

Miscellaneous Provisions:

1. The Board and the appellant shall not be permitted to assert in such arbitration proceeding, any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
2. The Board and the Association shall share equally the fees and expenses of the arbitrator when the appeal is processed by the Association. Neither the bargaining agent nor the Board shall be responsible for the cost of an arbitration by a member of the bargaining unit when the appeal is not processed by the Association.
3. No reprisals of any kind shall be taken against any party participating in the appeal procedure.
4. Notwithstanding the expiration of this agreement, any appeal arising while the agreement was in effect may be processed through the appeal procedure until resolution.
5. Any teacher for whom an appeal is sustained shall be reimbursed in accordance with the award of the arbitrator.
6. Each party shall bear the full cost of its representation at all steps of the appeal procedure.
7. A teacher shall have the right to have an Association member representative present when an appeal is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session.

15.10-2 If for reasons as follows, but not limited to, the number of appeals is larger than the number of available times to hold appeals or the data is delayed from FLDOE, the District and PEA shall meet to discuss an extension of the timeline.

15.11 Teacher Evaluation Advisory Committee (TEAC) – The TEAC is created to develop, review, or change evaluation form(s) called for in Article XV and shall be advisory in nature to the District and Association bargaining teams. The committee shall consist of 20 members (10 appointed by the Superintendent and 10 appointed by the PEA president). The district’s negotiator and PEA president serve as ex-officio members of the committee. The committee shall include at a minimum, one representative from elementary, middle school, high school, and alternative education. The District and PEA bargaining teams will consider recommendations from the Teacher Evaluation Advisory Committee (TEAC) when determining the appropriate evaluation/procedure forms for a new job position or changes for an existing job position.

15.12 Teacher Evaluation Advisory Committee (TEAC) Process – The committee will meet, once in the first semester and once in the second semester. Additional meetings may be scheduled by mutual agreement of the parties. The TEAC will make recommendations to the Superintendent or as determined through collective bargaining processes and will make recommendations for system changes for the upcoming year by July 1 of each year. Any recommendations submitted after July 1 will be for the following school year. TEAC may make recommendations after July 1 for the current school year if changes to the statutory requirements occur after July 1. Every attempt will be made to

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meet the statutory guidelines in §[1012.34\(4\)](#), *Florida Statutes*, including the provision to fully inform Instructional Personnel of the criteria, data sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place.

15.13 Certain adjustments in system processes may need to be made due to unknown factors related to the stability and reliability of student data. The Teacher Evaluation Advisory Committee may make related recommendations pertaining to system processes if that occurs. Any changes in the system processes during any year will be submitted to the Superintendent for review and approval, as appropriate.

15.14 An Improvement Model for classroom teacher observations will consist of three observation processes: Walkthroughs, Informal and Formal. The ratings from each observation will be combined and averaged to provide the final rating for each observed EPC. The final EPC points calculated may not be decreased (rounded down) and may only be increased (rounded up) by the evaluator if a rationale supported by evidence is documented in Journey.

15.14-1 Observation Timing Chart

Teacher Status	Formal Observations Full Class Period or 60 minutes whichever is less	Informal Observations No less than 20 Minutes	Walkthroughs No less than 10 Minutes
Category I	• 1 Minimum per semester • Pre-/Post-Conference required within five (5) days of the scheduled observation • Additional optional • Conduct an Informal required prior to a Formal	• 1 Minimum per semester • Number varied based on need • Feedback Required within five (5) days of the scheduled observation • Completion of at least 2 walkthroughs prior to conducting an Informal	• 2 minimum each 45 days for each of the first 3 quarters only. • Feedback desired if Highly Effective or Effective • Feedback required if Needs Improvement/Developing or Unsatisfactory

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Category II	• 1 Minimum annually • Additional optional • Pre-Conference optional within five (5) days of the scheduled observation • Post Conference required within five (5) days of the scheduled observation • Conducting an Informal is required prior to a Formal	• 1 Minimum annually • Number varied based on need • Feedback Required within five (5) days of the scheduled observation • Completion of at least 1 walkthroughs prior to conducting an Informal	• 1 minimum each 45 days for each of the first 3 quarters only. • Feedback desired if Highly Effective or Effective • Feedback required if Needs Improvement/Developing or Unsatisfactory
PDP Teacher	• 1 Minimum each 90 days while engaged in PDP process • Pre-/Post-Conference required within five (5) days of the scheduled observation • Conduct an Informal required prior to a Formal	• 1 Minimum each 90 days while engaged in PDP process • Feedback Required within five (5) days of the scheduled observation • Completion of at least 2 walkthroughs prior to conducting an Informal	• 3 Minimum each 90 days while engaged in PDP process • Feedback required

15.14-2 Additional informal or formal observations may occur only if the classroom teacher has had the opportunity to correct performance concerns as documented in an IAC or PDP. Additional informal and formal observations shall be scheduled as a part of the PDP process.

15.14-3 Non-classroom Instructional Personnel will follow the appropriate procedures outlined in the evaluation manual. All non-classroom Instructional Personnel will be evaluated based on the Final Overall Rating Table which is included in the evaluation manual.

15.14-4 Some instructional employees may be submitted to FLDOE as Not Evaluated due to unforeseen circumstances. Any instructional employee submitted to FLDOE as either Not Evaluated or Developing will be treated as Effective for all Human Capital and salary decisions.

15.15 All Instructional Personnel teaching courses without a VAM score must establish an SAO by following the process outlined in the evaluation manual.

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15.15-1 Training and supporting resources which provide consistency in the implementation of SAOs will be developed by a joint committee appointed by the Superintendent and the PEA President. The committee will use the framework from the Center for Assessment as a foundation. The committee will identify the process to prepare trainers and deliver comprehensive training to all participants using a variety of methods. Participants on the committee may vary depending on the specific assigned tasks. Training must be ready for presentation prior to the employees' first contract day and the schedule for delivering training must begin within the first ten (10) instructional days.

15.15-2 An instructional employee without a state calculated VAM must establish an SAO for the student learning data portion of their evaluation. Teachers with a state calculated VAM may elect to complete an SAO and use that data as their student learning data in their evaluation.

An employee establishing an SAO must complete the forms and follow the process in the evaluation manual. An employee may work collaboratively on their SAO with other employees but may not be required to do so. Journey is open on the first contract day to begin developing the SAO. The completed SAO template must be initially submitted to the principal/administrator no later than the fifth (5th) student day following Data Day as established in the official Polk County Public School District Calendar.

15.15-3 All SAOs must be based upon core/main course, or instructional standards for the selected student group and must follow the SMART protocol (Specific, Measurable, Appropriate, Realistic, and Time Limited) as appropriate to the course, grade level or position/assignment of the employee.

15.15-4 Baseline student data must be established by the employee during the first nine (9) week period as established in the official Polk County Public School District Calendar. It may be based upon data collected at any time prior to the end of the first nine (9) week period as outlined in the approved SAO goal.

15.15-5 The principal/administrator shall review the SAO using the Rubric for Rating the Quality of Student Achievement Objectives in the evaluation manual (the Rubric) within the initial approval submission window and provide feedback to the employee. Any SAO evaluated as Quality Needs Improvement or Insufficient Quality is not approved until changes are made to meet the requirements as outlined by the Rubric. Employees and principals/administrators are encouraged to collaborate in this process. If a dispute cannot be resolved, the employee may appeal their concern to the Regional Assistant Superintendent for resolution. To be implemented, the SAO must be approved no later than the end of the first nine (9) week period as established in the official Polk County Public School District Calendar. Both the employee and the principal/administrator shall sign and maintain a copy of the approved SAO goal.

15.15-6 If a principal/administrator does not respond within the timeline in 15.15-5 above, the submitted SAO shall be considered approved.

15.15-7 Instructional employees with a state calculated VAM, may abandon the SAO process without detriment at any time prior to approval as referenced in 15.15-5. They will then revert to the State VAM for the student learning data for that year.

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15.15-8 A mid-year meeting to review the SAO progress will be held during the first fifteen (15) student contact days of the second semester. This meeting is required for all Category I teachers and only necessary for Category II teachers if they wish to adjust the expected targets of the SAO. This meeting may occur for Category II classroom teachers along with the review of their Informal Observation and for Category I instructional employees at the time of their post-conference for their first Formal Observation. The instructional employee and the principal/administrator shall review using the mid-year Reflection Questions in the evaluation manual – Student Achievement Outcomes and make adjustments as needed to increase the likelihood of a positive goal outcome.

15.15-9 Should a Category II employee or principal/administrator be concerned that the employee's SAO targets are not attainable, therefore making the expected outcomes unrealistic, a meeting will be held to review and assess the available data. This review must occur and any adjustments to the agreed upon targets made within the first fifteen student contact days of the second semester. The principal/administrator must approve or deny the requested target adjustments. Should a dispute arise over an appropriate adjustment, the employee may appeal the principal's/administrator's decision, within five (5) student contact days, to the Regional Assistant Superintendent.

15.15-10 Semester courses may set an SAO within fifteen (15) student contact days of the second semester only. The timelines for semester courses will be set and distributed by December 1, or when the timelines are announced, and the SAO window is opened to employees.

15.15-11 The four (4) level Instructional Personnel Rating Rubric in the evaluation manual shall be used to determine whether the employee is rated *Highly Effective*, *Effective*, *Needs Improvement/Developing*, or *Unsatisfactory* for their goal. Employees may group students based upon student performance and vary the outcome for the established groups. All students should have a learning outcome by group, but an individual outcome for each student is not expected or required. The employee's Student Performance rating shall be determined by the number of students meeting or exceeding the goal as established by the Rating Rubric.

15.16 Instructional employees completing the self-evaluation will receive the maximum points regardless of how they rate themselves. Instructional employees not completing the self-evaluation will receive the lowest points.