

TLS EVALUATION PROCESS

The Lighthouse School evaluation process has three categories of employees.
Roles are defined by the Oregon Department of Education (ODE)

Direct Support (to students)	Indirect Support (to students)	(Administration) Confidential/Management
Main Lesson Teachers K-8	Administrative Secretary	Director
Art Teacher	Custodian	Coordinator of Financial Services
PE Teacher	Office Clerk	Curriculum Coordinator
Music Teacher		Operations & Maintenance Supervisor
Spanish Teacher		Pre-K Coordinator/Teacher
Math Teacher		
Handwork Teacher		
Kindergarten Aide		
Horticulture Teacher		
Reading Interventionist		
Literacy Coordinator		

The responsibility of evaluation is as follows (with the exception that for this current year (2023.2024) Julie Graber was relieved of her Curriculum Coordinator (CC) Duties)

RESPONSIBILITY OF EVALUATION:

POSITION	EVALUATOR	
Main Lesson Teachers K-8	Director	With CC input
Art Teacher	Director	With CC input
PE Teacher	Director	With CC input
Music Teacher	Director	With CC input
Spanish Teacher	Director	With CC input
Math Teacher	Director	With CC input
Handwork Teacher	Director	
Kindergarten Aide	Director	With Kinder Teacher input
Horticulture Teacher	Director	
Reading Interventionist	Director	With Literacy Coordinator input
Literacy Coordinator	Director	With Curriculum Coordinator input
Administrative Secretary	Business Manager (COFS)	With Director & CC input
Custodian	Operations & Maintenance Supervisor	With Director & COFS input
PE Assistant	Director	With PE Teacher input
Director	Executive Board	With employee input
Coordinator of Financial Services	Director	With CC input
Curriculum Coordinator	Director	With COFS input
Operations & Maintenance Supervisor	Director & Business Manager (COFS)	
Pre-K Coordinator/Teacher	Director & Business Manager (COFS)	With COFS & CC input

The Lighthouse School currently uses the following evaluation rubric for each domain:

EVALUATION RUBRIC

0	1	2	3
Not Applicable	Unsatisfactory	Satisfactory	Proficient
Definitions	Definitions	Definitions	Definitions
<p>*By the time of evaluation the employee has not been trained in the specific area yet</p> <p>*Employee has not had to perform that aspect of the position</p> <p>*The goal or bench mark is not part of the current position the employee is serving in</p>	<p>*Does not meet expectations of job requirements.</p> <p>*Inadequate performance that is consistently below job level requirements and clearly problematic</p> <p>*Needs improvement and or intervention and mentoring</p>	<p>*Capable, satisfactory performance that meets requirements of essential functions of the job requirements</p> <p>*Both what is produced and how it is produced meets expectations of the position</p> <p>*keeps current on minimum requirements of professional development relevant to the position</p>	<p>*Strong performance of essential functions that consistently meets job requirements & expectations</p> <p>*adapts plans when changes occur & uses time efficiently</p> <p>*actively pursues additional professional growth opportunities that will enhance the employees capacity</p> <p>For INDIRECT PERSONNEL</p> <p>*stays focused on tasks and assignments</p> <p>*Completes tasks before they are assigned</p> <p>*seeks out additional assignments</p> <p>*Actively identifies ways to improve processes</p>

a zero does not count for or against the total score

one or more in this category may warrant a plan of assistance or an additional action plan

This is the expectation for all employees

scoring in this category is not required for renewal but does count toward the total score

In compliance with the CBA (Collective Bargaining Agreement) the evaluation process is supplied to each employee in October with a copy of the written process taken directly from the union contract (below) and imposed on all employees regardless of job position. This protects not only the school, but the Director and the employees as a whole. Employees also receive the areas of evaluation which are taken directly from their signed job description.

Article 13 – Evaluation

A. Evaluation Procedure

1. Each employee will be evaluated at least once during the employee's work year. All formal evaluations shall be in writing.
2. The evaluation procedure shall be reviewed with all employees at the beginning of the school year. The full evaluation procedure will be made available online to all employees throughout the school year.
3. The Director and/or employee's Direct Supervisor, will schedule a conference with the employee to review the evaluation process and to answer individual questions before the evaluation process begins
4. Job performance will be based upon the job description for each staff member and performance standards typically recognized by the position. Any changes to job descriptions will be communicated in advance to the Association President or their designee in writing as a notification.

B. Observations

1. Informal

All teachers will work with the Director and/or the Curriculum Coordinator(s) on an ongoing basis using informal observations. Informal observations will occur at least twice within a school year and will include a conversation between the teacher and Director and/or Curriculum Coordinator(s).

2. Formal

Formal observations of teachers will be completed by the Director. Formal observations will include a pre-observation conference, as well as a post-observation conference.

3. Each employee will receive copies of any written observations (formal or informal) at the time of the post observation meeting.

C. Evaluations:

1. The Director and or employee's Direct Supervisor, will complete at least one formal evaluation for each employee each school year, before the March Board meeting.

- a. The Director and or employee's Direct Supervisor, and the employee will meet to discuss the written evaluation and the evaluation will be signed by the employee and placed in the employee's personnel file.
2. Each employee will receive a copy of their formal evaluation at the time of the post evaluation meeting.

D. Employee Rights & Responsibilities

All employees have the right to make written objections or offer written supplements or explanations to any written observation or evaluation within two weeks of receipt. These objections will be attached to the observation and/or evaluation and placed in the employee's personnel file.

In October a meeting with each employee is scheduled to set 2 personal goals and one employer assigned goal. Below is an example of the Goals form used for In-direct personnel

After all of the informal and formal observations have been completed the following forms is used to complete the formal written evaluation portion

Main Lesson Teacher Evaluation

School Year:

Name:

Grade Level:

Section 1: Job Characteristics - Demonstrate preparation and skill in working with students from diverse cultural, economic and ability backgrounds				
	1	2	3	4
Plan, organize and implement an appropriate instructional program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utilize Oregon State Standards, common core, curriculum and other educational methods determined by the school	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Create a flexible program and classroom environment to encourage both academic and personal growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

Section 2: Essential Functions				
Instruction-Develop lesson plans and assessments that are in accordance with established procedures and that ensure the attainment of State Learning Standards and the additional specific grade level learning standards set forth in the charter.				
	1	2	3	4
Develop daily lesson plans that help students develop mentally, physically and emotionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Establish and communicate clear objectives for all learning activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a variety of learning materials and resources for use in educational activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide direct and indirect instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Instruct and monitor students in the use of learning materials and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Utilize relevant technology and other technological classroom support equipment in student instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Long and short-term planning addressing individual needs of students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prepare students adequately for all required assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide an inviting, exciting, innovative learning environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lead class participation in two festival performances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication-Ability to communicate effectively both orally and in writing				
Communicating, consulting and co-operating with other members of school staff, including those having posts of special responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicate necessary information regularly to students, colleagues and parents regarding student progress and student needs				
student communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
parent communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A follow up meeting is scheduled with each employee to go over their evaluation and obtain employee signatures and any feedback or comments.

Once the evaluations have been signed Human Resources totals each evaluation by %.

The Director then meets with both the Curriculum Coordinator and Human Resources to discuss recommendations for renewals and non-renewals before the March Board meeting (with the exception that for the current year 2023.2024 Julie Graber was relieved of her Curriculum Coordinator Duties)

Human Resources then compiles all of the information and decisions into the document that is presented to the Board at the March Board meeting.

This is done for internal control purposes to protect the integrity of the evaluation scoring.

EXAMPLE

DIRECT SUPPORT				
Position	Evaluator	EVAL SCORING	%	RECOMMENDATION
TEACHERS				
Kindergarten Teacher	Director	127/138	92	RENEW
1st grade Teacher	Director	64/135	47	non-renew (currently on a POA)
2nd Grade Teacher	Director	112/135	83	RENEW
3rd Grade Teacher	Director	133/138	96	RENEW
CLASSROOM ASSISTANTS				
Kindergarten Aide	Director with ML Teacher input	92/96	96	RENEW
1st grade aide	Director with ML Teacher input	86/105	82	RENEWAL PENDING FUNDING
SPECIALTIES				
Music	Director	125/132	95	RENEW
Art	Director	98/129	76	renewal with coaching and collaboration
Spanish	Director	116/129	90	RENEW
PE	Director	114/132	86	RENEW
IN-DIRECT SUPPORT CONFIDENTIAL/MANAGEMENT				
Administrative Secretary	COFS with Director input	222/237	94	RENEW
Coordinator of Financial Services	Director	232/285	81	RENEW
DIRECTOR				
Director	Board with employee input	845/980	86	RENEW

Director basis their recommendations for renewals and non-renewals to the Board on the following 4-point rubric as required by ODE:

DIRECTOR'S EVAL RUBRIC FOR RENEWALS AND NON RENEWALS			
1	2	3	4
Less than 70%	70-79%	80-89%	90-100%
Failure to Meet Expectations	Below Expectations	Meets Expectations	Exceeds Expectations
Inadequate performance that is consistently below job expectation requirements and clearly problematic.	Generally adequate performance but needs some improvement in order to consistently meet job requirements.	Capable, satisfactory performance that generally meets and occasionally exceeds job requirements	Strong performance that consistently meets and frequently exceeds job requirements.
Qualifies for Recommendation of non-renewal or Plan of Assistance	Renewal but Qualifies for Plan of Assistance	Renewal	Renewal

At the March Board meeting an Executive Session (ORS 192.660(2)(a)) is called. During this executive Session Human Resources presents the Directors recommendations and then the Board is responsible for determining which employees will be renewed and non-renewed based on the Director's recommendations.

After the executive discussion is had the Board comes out of executive session and makes a motion to accept the renewals and non-renewals either as presented or with changes discussed.

It is unlawful to name employees during a public session.

This is why the motion is made in such a way as to protect the identity of all employees.

Should the Director recommend renewal with a plan of assistance the following process must be followed as detailed in Article 13:E

E. Plans of Assistance

A Plan of Assistance is an attempt to retain an employee, rather than non-renew. Typically, they are designed to help educators grow as professionals. A Plan of Assistance is a formal process of supervision, designed to focus on improvement needed because of performance below generally expected standard(s) in one or more areas. A Plan of Assistance may be drafted based on the employee's job description and the areas of needed improvement. Examples of areas of improvement could include, but are not limited to: Attendance issues such as absenteeism and tardiness, lesson planning, classroom management, delivery of instruction, student evaluations, communication skills, HIPPA or FERPA violations.

1. The Director will notify employees in writing of a performance deficiency(ies), and a written copy shall be provided to the association.
2. If the Director decides to develop and implement a plan of assistance for an employee:
 - a. The employee has the right of representation from the point of notification of intent to be placed on a plan of assistance.
 - b. The Director will request and review any suggestions from the employee employee's representative and employee's direct supervisor (when applicable) regarding plan contents, prior to developing and implementing the final plan.
 - c. The Director shall notify the employee in writing of satisfactory or unsatisfactory completion.
 - i. For any formal evaluation that requires the employee to be placed on a plan of assistance, that is unsatisfactorily completed, the Board reserves the right to deny a step increase for the following year.
 - ii. For any unsatisfactory completed plan of assistance that may result in a denial of step increase for the following year, the employee, after meeting with the Director to discuss the Director's written explanation for unsatisfactory completion, may appeal the Director's decision to the Board within five (5) working days of this meeting. Any Board decision to deny an employee a step increase for the following year based on an unsatisfactorily completed plan of assistance must be provided in writing to the employee no later than the first business day after the May board meeting and must include explanation of the Board's decision. The Board's decision will be final.
 - iii. Records of a successfully completed plan of assistance shall remain in the personnel file for three (3) years.

Should the Director recommend non-renewal the following process must be followed as detailed in Article 14:D

Article 14 - Discipline and Dismissal

A. Discipline

In the event an employee will receive discipline, (discipline defined as written reprimand, loss of pay as a discipline, or suspension with or without pay), the following procedure will be used:

1. The employee will be notified in writing the concerns that constitute grounds for disciplinary action.
2. The employee will be notified of their right to representation by an Association representative to advise them at all steps of the process.
3. The School will conduct an investigation before any discipline is imposed.
4. The employee may be put on Administrative Leave with pay while the investigation is conducted.
5. Each employee is equally subject to the School's rules, procedures and policies.
6. The employee and their Association representative(s) will be informed of the basis for the disciplinary action in writing and may discuss the matter with the Director before discipline is imposed.
7. Documents related to the discipline shall be shared with the employee before being placed in the employee's personnel file.
8. Employees who disagree with the discipline shall have the right to submit a written rebuttal that will be placed in the employee's personnel file.
9. The employee may appeal the discipline using the grievance procedures in Article 15.

B. Suspension

The Director may suspend the employment of any employee if the Director determines that the employee has failed to fulfill the duties and responsibilities and/or demonstrate the qualities outlined in the job description and/or employment contract, for health/safety reasons or if other sufficient reasons exist.

C. Employment Termination

1. The School, may terminate employment of any licensed or hourly employee for one or more of the following reasons:
 - (a) any form of dishonesty, criminal conduct or unprofessional conduct which is connected to or impacts employment or which otherwise reflects adversely on the School's reputation or interferes with School operations;
 - (b) the refusal of the employee to comply with the School's policies or rules or insubordination;

(c) deficiencies in the employee's job performance or conduct or the employee's inattention to job duties which have not been corrected by documented methods which may include a plan of assistance; or

(d) any breach of employee obligations pursuant to School policies and procedures.

2. Employment termination shall initially follow the steps described in part A (1-9) of this Article.
3. The Board must approve the employment termination of any teacher.
4. When the Board receives an administrative recommendation that a teacher's employment be terminated, the teacher shall have the right to appear before the Board and present his/her case prior to Board action on the administrative recommendation.
5. In the event the School finds it necessary or desirable to terminate an employee's employment before the end of the school year, the School will attempt to give the employee written notice of at least ten (10) calendar days before employment termination, unless the Director determines that the employee poses a threat to the health, safety, or welfare of the School, staff and/or students.
6. Hourly employees whose employment is terminated may request and receive a hearing before the Board.
7. The Board shall issue a written decision within ten (10) calendar days of the meeting described in part (5) and shall provide a copy of the decision to the employee.
8. The Board's decision may be appealed through the grievance procedure beginning with Step 5 (mediation).

D. Employment Non-Renewal

1. The Parties recognize the Lighthouse School retains the right to non-renew an employee's employment for one or more of the reasons in part C of this Article; financial or budgetary considerations or restructuring; reductions in programs, staffing or facilities.
 2. In the event that the School decides to non-renew employment for the following school year, the School shall provide the employee with notice no later than March 15 of the preceding school year. Notice to the employee shall provide the School's basis for employment non-renewal.
 3. The Board must approve the employment non-renewal of an employee. When the Board receives an administrative recommendation of employment non-renewal, the employee shall have the right to appear before the Board and present their case prior to Board action on the administrative recommendation.
 4. The Board shall issue a written decision within ten (10) calendar days of the meeting described in part (3) and shall provide a copy of the decision to the employee.
 5. The Board's decision regarding employment non-renewal is final and binding.
- E. The School will inform an employee of the right to representation by the Association during any meeting which the employee reasonably believes could result in discipline, dismissal or employment non-renewal. The employee will be notified of the reasons for the meeting in advance (potential discipline, dismissal or employment non-renewal recommendation).

Should an employee file a grievance following is that process:

Article 15 - Grievance Procedure

This process governs disputes involving an interpretation or application of the collective bargaining agreement. Grievances must commence within ten (10) working days of when the grievant knew or should have known of events giving rise to the grievance. After a good faith effort with the Director to resolve the dispute, an employee may submit a written grievance following the procedures outlined below. A "good faith effort" is defined as problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. A written summary of the good faith effort will be included in the grievance file. Failure to follow the procedures and timelines below constitutes a waiver of the employee's right to file a grievance.

1. The employee, or the Association on behalf of the employee, may submit their grievance in writing to the Chair of the Board within five (5) working days of a failed good faith effort to resolve the dispute. The written grievance must include the facts upon which the grievance is based; specific contract provisions allegedly violated; the date(s) of alleged violation(s) and the remedy sought.
2. Within ten (10) working days of receipt of the written complaint, the Board shall schedule a hearing at a mutually convenient time and place for discussion of the complaint with all parties involved, but in no event later than twenty (20) working days after receipt of the written complaint. Board members shall excuse themselves from grievance proceedings if they have a conflict of interest in the subject of the proceedings.
3. The hearing shall be conducted in closed session unless the employee requests an open session. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within five (5) working days of the last hearing date.
4. A written decision as established by a majority vote of the members of the Board hearing the grievance shall be rendered within five (5) working days of the completion of the hearing.
5. If a grievant or the Association is dissatisfied with the decision of the Board, the grievance may be submitted to mediation under the procedures of the Federal Mediation and Conciliation Service. The grievance must be submitted to mediation within ten (10) working days of receipt of the Board's decision.
6. If the parties are unable to reach agreement after participating in a mediation session, the grievant or the Association may, within ten (10) working days of the mediation session;
 - a. submit the grievance to the Director who will immediately forward it to a Grievance Review Panel.
 - b. The Grievance Review Panel will schedule a hearing within ten (10) working days of receipt of the grievance. Each party may be represented by an advocate of the party's choice.
 - c. In the event a hearing before the Grievance Review Panel cannot be scheduled with a majority of panel members within ten (10) working days of receipt of the grievance, the Association may submit the grievance to arbitration in accordance with section 8 below.
 - d. A written decision as established by majority vote of the members present of the Grievance Review Panel hearing the grievance shall be rendered within

- fifteen (15) working days of the completion of the hearing. The Grievance Review Panel's decision is final and contractually binding on the parties.
- e. In the event the Grievance Review Panel cannot render a written decision within in fifteen (15) working days of completion of the hearing, the Association may submit the grievance to arbitration in accordance with section 8 below.
 - f. Rules governing the establishment and operation of the Grievance Review Panel are contained in Appendix C.
 - g. In the event the parties are unable to assemble a Grievance Review Panel in accordance with Appendix C and this Article, the parties may submit within ten (10) working days, the grievance to arbitration in accordance with section 8 below.
7. All documents, communications and records of a grievance will be filed separately from the grievant's personnel file.
 8. A. Either Party may elect to submit grievances to final and binding arbitration in lieu of the Grievance Review Panel. In such case the following provisions shall apply:
 - a. The parties shall request a list of seven (7) arbitrators located in Oregon from the Employment Relations Board (ERB). In the event the ERB will not provide a list of arbitrators to the parties, the parties shall request a list from the Federal Mediation and Conciliation Service. The parties shall take turns striking names from the list until an arbitrator is selected. A hearing will be scheduled with the arbitrator selected.
 - b. The filing party shall be responsible for the arbitrator's fees. The arbitrator shall have the authority to award the prevailing party reimbursement for the arbitrator's costs and any attorney fees incurred by the prevailing party. Such reimbursement shall be paid by the losing party if the arbitrator's decision reflects as such.
 - B. In the event the parties mutually agree to submit a grievance to arbitration or one is submitted pursuant to this Section or to 6(c), (e) or (g), the following provisions shall apply:
 - c. The parties shall request a list of seven (7) arbitrators located in Oregon from the Employment Relations Board (ERB). In the event the ERB will not provide a list of arbitrators to the parties, the parties shall request a list from the Federal Mediation and Conciliation Service. The parties shall take turns striking names from the list until an arbitrator is selected. A hearing will be scheduled with the arbitrator selected.
 - d. The parties shall equally split any costs charged by the arbitrator. Each party shall be responsible for its own costs of representation.
 - e. The arbitrator shall issue a written decision within 30 days from the date of hearing.

The arbitrator's decision shall be final and binding