

PLEASE NOTE: Legislative Information **cannot** perform research, provide legal advice, or interpret Maine law. For legal assistance, please contact a qualified attorney.

An Act To Address the Inequities of the Probationary Teacher Laws

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 20-A MRS §13201, as amended by PL 1989, c. 285, is further amended to read:

§ 13201. Nomination and election of teachers; teacher contracts

The superintendent shall nominate all teachers, subject to such regulations governing salaries and the qualifications of teachers as the school board shall make and an evaluation process developed jointly by the school board with the bargaining agent. Upon the approval of nominations; by the school board, the superintendent may employ teachers so nominated and approved for such terms as the superintendent ~~may deem~~determines proper, subject to the approval of the school board. Prior to May 15th before the expiration of a first or 2nd year probationary teacher's contract, the superintendent shall notify the teacher in writing of the superintendent's decision to nominate or not nominate that teacher for another teaching contract. If, after receiving a complaint from a teacher, the commissioner finds that the superintendent has failed to notify a teacher of a decision not to nominate that teacher, the school administrative unit shall pay a forfeiture to the teacher. The amount of that forfeiture ~~shall~~must be equal to the teacher's per diem salary rate times the number of days between the notification deadline and the date on which notification is made or on which the complaint is filed, whichever occurs first. ~~In case~~If the superintendent of schools and the school board fail to legally elect a teacher, the commissioner ~~shall have~~has the authority to appoint a substitute teacher ~~who shall~~to serve until such election is made.

After a probationary period not to exceed 2 years, ~~a subsequent contract~~contract of a duly certified ~~teachers shall~~teacher may not be for ~~not~~ less than 2 years. Unless a duly certified teacher receives written notice to the contrary at least 6 months before the terminal date of the contract, the contract ~~shall~~must be extended automatically for one year and similarly in subsequent years. The right to an extension for a longer period of time through a new contract is specifically reserved to the contracting parties.

The nonrenewal of a teacher's contract must be based on just cause and documented in a written notice to the teacher. Just cause for dismissal or nonrenewal ~~shall be~~is a negotiable item in accordance with the procedure set forth in Title 26, chapter 9-A; for teachers who have served beyond the probationary period. A school board may override a nonrenewal decision by a superintendent.

~~After a probationary period of 2 years, any~~A teacher; who receives notice in accordance with this section that ~~his or her~~the teacher's contract is not going to be renewed; may during the 15 days following ~~such~~ notification request a hearing with the school board. The teacher may request reasons. The hearing ~~shall~~must be private except by mutual consent and except that either ~~or both parties~~party may be represented by counsel. That hearing must be granted within 30 days of the receipt of the teacher's request.

The right to terminate a contract, after due notice of 90 days, is reserved to the school board when changes in local conditions warrant the elimination of the teaching position for which the contract was made. The order of layoff and recall ~~shall be~~is a negotiable item in accordance with the procedures set

forth in Title 26, chapter 9-A, ~~provided~~except that in any negotiated agreement, the criteria negotiated by the school board and the bargaining agent to establish the order of layoff and recall may include, but ~~shall~~may not be limited to, seniority.

For purposes of this section, "bargaining agent" has the same meaning as defined in Title 26, section 962, subsection 2.

SUMMARY

This bill amends the laws pertaining to probationary teachers by:

1. Requiring an evaluation process jointly developed between the school board and the collective bargaining agent to be used in the nomination of a teacher;
2. Requiring a right to hearing if a contract is not renewed;
3. Requiring a decision not to renew a teacher's contract to be based upon just cause detailed in a written notice to the teacher; and
4. Allowing a school board to override a nonrenewal decision made by a superintendent.