

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

An Act Regarding the Probationary Period for Teachers

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

Sec. 1. 20-A MRSA §1055, sub-§10, as amended by PL 2011, c. 635, Pt. A, §1, is further amended to read:

10. Supervise school employees. The superintendent is responsible for implementing a performance evaluation and professional growth system for all teachers and principals pursuant to chapter 508 and an evaluation system for all other employees of the school administrative unit. The superintendent shall evaluate probationary teachers during, but not limited to, their 2nd year of employment, except that the superintendent shall evaluate teachers who completed 3 years of a probationary period in another school administrative unit during their first year of employment. The method of evaluation must be determined by the school board, be in compliance with the requirements of chapter 508 and be implemented by the superintendent.

Sec. 2. 20-A MRSA §13201, as amended by PL 2017, c. 235, §36 and affected by §41, 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 makes. Upon the approval of nominations by the school board, the superintendent may employ teachers so nominated and approved for such terms as the superintendent determines proper, subject to the approval of the school board. Prior to May 15th before the expiration of a first, 2nd or 3rd 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. For a teacher who completed 3 years of a probationary period in a school administrative unit and is later employed by another school administrative unit, the superintendent shall notify the teacher in writing of the superintendent's decision to nominate or not nominate that teacher for another teaching contract prior to May 15th before the expiration of the first year of that teacher's 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 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 the superintendent of schools and the school board fail to legally elect a teacher, the commissioner has the authority to appoint a substitute teacher who serves until such election is made.

After a probationary period of 3 years or one year for teachers who completed 3 years of a probationary period in a school administrative unit and are later employed by another school administrative unit, subsequent contracts of duly certified teachers must 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 must be extended automatically for one year and similarly in subsequent years, except for duly certified teachers who received a summative effectiveness rating indicating ineffectiveness pursuant to chapter 508 for the preceding school year. The right to an extension for a longer period of time through a new contract is specifically reserved to the contracting parties. Unless a duly certified teacher who received a summative effectiveness rating indicating ineffectiveness pursuant to chapter 508 for the preceding school year receives written notice to the contrary from the superintendent not later than May 15th, the contract must be extended automatically for one year.

Just cause for dismissal or nonrenewal 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.

After ~~at~~ the probationary period of ~~3~~ years, any teacher who receives notice in accordance with this section that 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 must be private except by mutual consent and except that either or both parties 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 is a negotiable item in accordance with the procedures set forth in Title 26, chapter 9-A. In any negotiated agreement, the criteria negotiated by the school board and the bargaining agent to establish the order of layoff and recall must include the teacher's effectiveness rating pursuant to chapter 508 as a factor and may also include, but may not be limited to, seniority.

SUMMARY

This bill provides that if a teacher completed a 3-year probationary period in a school administrative unit and later teaches in another school administrative unit, that teacher will only have a one-year probationary period in the new school administrative unit.