

STATE OF MAINE

IN THE YEAR OF OUR LORD  
TWO THOUSAND NINETEEN

H.P. 966 - L.D. 1338

**An Act To Protect Teachers from Unfair Evaluations**

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

**Sec. 1. 20-A MRSA §13201, sub-§3**, as enacted by PL 2019, c. 132, §2, is amended to read:

**3. Termination upon elimination of a teaching position.** 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~~ may include the teacher's effectiveness rating pursuant to chapter 508 as a factor and may also include, but may not be limited to, seniority.

**Sec. 2. 20-A MRSA §13703**, as enacted by PL 2011, c. 635, Pt. A, §3, is repealed and the following enacted in its place:

**§13703. Use of effectiveness rating; grievance**

**1. Use of effectiveness rating.** A superintendent may use effectiveness ratings of educators to inform strategic human capital decision making, including, but not limited to, decision making regarding recruitment, selection, induction, mentoring, professional development, compensation, assignment and dismissal.

**2. Just cause for nonrenewal.** Subject to appeal or grievance under the terms of an applicable collective bargaining agreement, receipt of summative effectiveness ratings indicating that a teacher is ineffective for 2 consecutive years constitutes just cause for nonrenewal of a teacher's contract as long as there is a reasonable basis in fact for the effectiveness ratings, the evaluation process leading to the effectiveness ratings has been performed in a manner reasonably consistent with the approved system and department rules and the effectiveness ratings are not the result of bad faith.

**3. Appeal or grievance.** Except as provided in subsection 2, a teacher does not have the right to an appeal or grievance of a summative effectiveness rating unless the summative effectiveness rating is used by the teacher's employer as a basis for disciplinary action. When a summative effectiveness rating is used as the sole basis for disciplinary action and there is an appeal or grievance under the terms of an applicable collective bargaining agreement of that disciplinary action, the standard applied to the summative effectiveness rating is the same as for nonrenewal under subsection 2.

**4. Opportunity to respond.** A teacher may provide a written response to any summative effectiveness rating issued to the teacher. If a teacher provides a written response, the response must be attached to and made a part of that teacher's summative effectiveness rating.