§13201. Nomination and election of teachers; teacher contracts

1. Nomination; forfeiture. 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. 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 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.
[PL 2019, c. 132, §2 (NEW).]

2. Contracts. This subsection applies to teacher contracts.

A. After a probationary period, 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. [PL 2019, c. 132, §2 (NEW).]

B. 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. [PL 2019, c. 132, §2 (NEW).]

C. After a probationary period, 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. [PL 2019, c. 132, §2 (NEW).]

For purposes of this subsection, "probationary period" means a period of 3 years, except that for any teacher hired for the 2020-2021 school year or any subsequent year, "probationary period" means a period not to exceed 2 years.
[PL 2019, c. 132, §2 (NEW).]

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 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.
[PL 2019, c. 297, §1 (AMD).]

SECTION HISTORY

PL 1981, c. 693, §§5,8 (NEW). PL 1983, c. 147, §2 (AMD). PL 1983, c. 371 (AMD). PL 1983, c. 806, §93 (AMD). PL 1985, c. 797, §§50,51 (AMD). PL 1989, c. 285 (AMD). PL 2011, c. 172, §2 (AMD). PL 2011, c. 172, §4 (AFF). PL 2011, c. 420, Pt. F, §1 (AMD). PL 2011, c. 420, Pt. F, §2 (AFF). PL 2011, c. 635, Pt. A, §2 (AMD). PL 2015, c. 65, §1 (AMD). PL 2017, c. 235, §36 (AMD). PL 2017, c. 235, §41 (AFF). PL 2019, c. 132, §2 (RPR). PL 2019, c. 297, §1 (AMD).

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