

Teacher Contracts

I. Probationary Contract Teacher

A. First year teacher - first contract (Probationary Contract) - 3 steps:

1. The Superintendent must nominate a teacher for the process to begin.
2. After the nomination, the School Committee may or may not elect the teacher.
3. If the School Committee elects the teacher, the Superintendent may employ the teacher by the issuance of a one-year probationary contract. The teacher must return a signed contract to complete the process. A time limit is usually imposed. Failure to return it by a certain date is considered to be a rejection of the contract. (Reference: Title 20-A Section 13201)

B. Second year teacher - second contract (by May 15th), Probationary Contract - 3 steps:
Same procedure as in (A) above.

C. Third year teacher – third contract (by May 15th), Probationary Contract – 3 steps:
same procedure as in (A) above.

II. Continuing Contract Teacher

A. Fourth year teacher - fourth and final contract (by February 26th), Continuing Contract - 2 steps:

1. This teacher has completed three years successfully. If another contract is awarded, it will be a continuing contract (Title 20-A, Section 13201). The Superintendent may choose not to recommend renewal at the end of the third year and in such instances the process stops as in (A) above. If the Superintendent nominates, the nomination should clearly state that the election would be a two-year continuing contract.
2. If the School Committee elects a teacher for a continuing contract, no non-renewal action can be effective until the conclusion of the two (2) year period of this continuing contract, unless for just cause. It is again important to realize that the third step of this process, employment through a signed contract, is necessary to complete the initial hiring of a

continuing contract teacher. (This is the only continuing contract a teacher should receive).

B. Fifth year teacher - (salary agreement which amends continuing contract):

1. This is the fifth year of employment. It is also the end of the first year of the continuing contract. No employment action is necessary. This teacher is in the middle of a two (2) year contract and has another full school year to go on that contract. It would be appropriate to issue a Salary Agreement that refers to the date of the continuing contract and states the annual salary rate.

C. Sixth year (and subsequent years) teacher - Annual Salary Agreement which amends continuing contract - second year or more of continuing contract. No employment action is necessary.

1. If the School Committee takes no action to extend the contract before February 26th (in all situations where the contract expiration date is August 31st and/or the individual's contract expires on August 31st), then such contracts will automatically extend for the ensuing year as per Title 20-A, Section 13201. (If a school unit has a school year that begins earlier than September 1st, then the February 26th date should be adjusted accordingly).

D. Non-renewal

If the Superintendent does not wish to have a continuing teachers' contract renewed, the Superintendent may implement Title 20-A, Section 13201, which places a six month deadline on proper written notification of an action to non-renew a continuing contract teacher. Documentation of evaluation must be provided by the Superintendent.

III. Forms of Contracts

The forms of contracts used shall be adapted by the School Committee from forms recommended by the State Department of Education, keeping in mind conditions unique to Monhegan.

IV. Salary

The teacher's salary shall be paid monthly.

V. Health Insurance

The teacher at the Monhegan School shall receive single Health and Dental Insurance coverage selected by the School Committee. The cost of the coverage shall be paid in full by the Monhegan School.

VI. Record of Teacher Absence

The teacher is responsible to fill out a monthly time sheet that tracks the attendance record of the teacher. This will include accurate reporting of use of sick, personal, professional development, or other days not in attendance. This report shall be filed with the Superintendent at the end of each month.

VII. Leaves of Absence

The teacher at the Monhegan School is entitled to accrue ten (10) days leave per year when unable to report for duty because of ill health. Unused days of sick leave may be accumulated to a maximum of one hundred twenty (120) school days per year without loss of salary. Three of these accumulated days per year may be used, with the approval of the School Committee, for personal emergencies including family illness and funerals.

The teacher is permitted four (4) personal days a year. A personal day is defined as a paid day to conduct business that would otherwise be difficult to conduct without the use of such leave. It is not intended to be used as a vacation day or to extend a school vacation. Prior notification is required, directed to the superintendent by email or phone and scheduled, except for in an emergency, with ample notice in order to provide for timely arrangement of a substitute teacher.

A teacher who must be out for reasons not covered by this allowance should report the reason for his/her absence to the Superintendent, which may or may not grant the absence. If the absence is not allowable, the absent teacher will lose 1/180th of their yearly salary for each day's absence.

VIII. Long Term Substitute Teacher

Any substitute teacher who replaces the regularly employed teacher for more than twenty (20) school days shall be paid for the period exceeding twenty (20) days on the basis of their educational credentials.

IX. Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time affecting the welfare or working conditions of teachers in the Monhegan School. Proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

Since it is important that grievances be dealt with as rapidly as possible, the number of days indicated for each of the levels listed below should be considered as a maximum time, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

Level One: A teacher with a grievance shall discuss it with the Superintendent in order to solve the matter informally.

Level Two: If no settlement is reached within five (5) school days after discussion at Level One, arrangements shall be made by the Superintendent for a meeting, in person or by telephone, of the teacher and a representative of the School Committee with the Superintendent at his/her earliest convenience, not to exceed one week.

Level Three: If no solution is reached at Level Two, an appeal may be made by the teacher to the proper committee of the Maine Educators Association for assistance in resolving the problem.

Level Four: If there is no solution at Level Three, an appeal may be made to a Board of Arbitration with the aggrieved person and the School Committee agreeing in advance to abide by the decision of the Board of Arbitration. This Board shall be made up of one member appointed by the School Committee, one by the aggrieved person and one by the Maine Commissioner of Education.

Adopted: spring, 1989

Revised: 05/01/18 by J. Stevens, M. Weber & J. Brady