

RUTLAND NORTHEAST SUPERVISORY UNION

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TO: House General, Housing and Military Affairs Committee
FROM: Jeanne Collins, Superintendent, Rutland Northeast SU
DATE: Feb. 20, 2020
RE: H805

Thank you for this opportunity to speak on House Bill 805 - as introduced.

My comments are mostly focused on the following clause:

While under contract, a teacher shall have the right to interview for, be offered, and accept a new teaching position for the next school year, and interference with this right shall be cause for a licensing action under section 11 1698 of this title.

As I interpret this clause, it tells me that a teacher who has signed a contract may break that contract at any time of the year, either in the existing school year or after signing a contract for the upcoming school year. It surprises me that the legislature would be supportive of a professional educator breaking a commitment while under contract, with the potential negative impact of students being taught by a non-licensed or qualified teacher.

A contract is a legally binding agreement between two parties. The employer promises the job and the employee promises to work. If an employee does not live up to that contract commitment, the employer (school district) must replace them, potentially with little or no notice.

Districts are flexible and understanding to the greatest degree possible in allowing teachers to explore other positions each hiring season.

In both of the districts I have led, our master agreements defined that contracts went out early April to be returned in early May. In both districts, a teacher could request an extension until early June to continue to explore other opportunities for the coming year. The extension was automatic and kept the employee's right to the offered position as they explored other positions. The district could not interview or seek to fill the position during the extension.

After early June, the superintendent has flexibility still. I have released a teacher under special circumstances, such as: a desire to move from a part-time position to a full-time position, a need to move for family reasons, a promotion to a leadership position from a teaching position, a delayed interview process that began before June, the timing of which was out of control of the candidate.

By the end of June, releasing a teacher from a contract (or having a teacher break a contract) is much more difficult given that the hiring season has passed and highly qualified, licensed teachers are already hired. As a superintendent, I have an obligation to provide qualified, licensed teachers to students. To wait much beyond early June usually means I fill a vacancy with an emergency or provisionally certified teacher, thus affecting the education I provide to my students.

Last summer, I had two teachers leave in July; one for family reasons and one who simply broke the contract. The result was I was requesting emergency certification for one position in early September and the other position, (math) was never filled and we had to assign extra teaching duties to existing teachers during their planning time to teach the four sections that needed to be covered. This created a burden for those colleagues willing to take on the extra duty and created a less than ideal classroom environment for the teacher hired on an emergency contract.

This year, I had two teachers resign in January, both of whom broke their contract. As we sought replacement teachers, our students had

inconsistent substitute teachers for over a month and sometimes a substitute could not be found. For both positions, I did find candidates eligible for a provisional license who will start after the February break, essentially resulting in a loss of continuity in quality education for six weeks and a newly certified, inexperienced teacher stepping in halfway through the school year. This provision in the bill would allow this to become a common occurrence, disrupting student learning.

This provision ignores the mutual commitment and puts student achievement at risk unnecessarily. Already we see teachers entering the field in districts with lower pay and move to districts with higher pay within a year or two, causing increased costs for recruitment, mentoring and training, and affecting the quality of education of students whose needs are great. Needing to look for qualified teachers in July, August, September and throughout the year will result in unanticipated vacancies, overfilled classrooms, or unqualified teachers in the classroom.

I recommend honoring the system as it is now: offer a contract, allow time limited extensions during hiring seasons, and leave flexibility for unusual circumstances to dictate release after early June.

In addition, I disagree with a licensing action for a superintendent who communicates that an employee has broken a contract when a reference check is made. The clause states: *interfering or directing someone else to interfere with the right of a teacher to interview for, be offered, and accept a new teaching position.* I interpret this to mean that a recruiting superintendent could not ask if a candidate is professional and reliable and has fulfilled a contract and a sending supt could not share this relevant information. This makes no sense to me as I want to hire the most qualified candidate and create a consistent learning environment. Again, a contract is a legally binding agreement between two parties and both the district and the employee commits to it. A teacher who moves often or mid/late year without an unusual circumstance is not a desirable, committed employee and can be disruptive to student learning.

Regarding the clause about disciplining a teacher or staff member who testifies before the General Assembly, I do not see why this needs to be addressed legislatively at all. Free speech already exists as a right. I do not and never have disciplined a teacher or staff member for testifying. I also would be concerned that testimony can be false or one-sided or even violate FERPA and confidentiality and I cannot then fulfill my other legal obligations by talking with someone who violates policy. I caution you to consider carefully whether this is a response to an unusual event or truly a problem to be fixed.

Thank you for the opportunity to share my thoughts on how this bill can impact student learning.