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To: House Committee on General, Housing & Military Affairs
From: Sue Ceglowski, Executive Director
Re: H.805
Date: February 20, 2020

Thank you for the opportunity to testify on H.805. My name is Sue Ceglowski and I am the Executive Director of the Vermont School Boards Association (VSBA).

16 V.S.A. Section 1752(a)

H.805 adds language to section 1752(a) which states “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 1698 of this title.”

VSBA strongly opposes the addition of this language to section 1752(a) because the language is unclear as to which contract year is applicable. Currently, teachers who are under contract for a particular year (say 2019-2020) have the ability to interview for, be offered, and accept a new teaching position for a future year (2020-2021). The added language appears to give a teacher who is under contract for the same school year as the job they are seeking to obtain the right to interview for, be offered, and accept a new teaching position. This would be detrimental to public education in Vermont.

Allowing teachers to “break” one contract in order to accept another contract for the same school year would directly affect students’ education by disrupting educational programming. While the first district is working to replace the teacher who has left (which can take months), students will be taught by a substitute who is not required to be a licensed teacher and who may not understand the content area. We respectfully request that the Committee hear from school administrators on the educational effects of long-term substitutes in the classroom.

VSBA also opposes the addition of this language to 1752 (a) because it is unnecessary. As previously stated, Currently, teachers who are under contract for a particular year (say 2019-2020) have the ability to interview for, be offered, and accept a new teaching position for a future year (2020-2021).

Finally, VSBA opposes adding language to 1752(a) regarding “interference” and connecting it to a licensing action. The term “interference” could be interpreted in many ways (including perhaps not giving a positive reference for a teacher) and should not be connected to a licensing action.

16 V.S.A. Section 1752 (b) – (c)

H.805 seems to amend section 1752 (b)-(c) in a manner that allows the union to negotiate different terms for non-renewal and termination of non-probationary teachers. Currently section 1752 sets forth the process to be followed before non-renewal/termination. Under this amendment, it appears that section 1752 would no longer apply if there is a process for non-renewal in the collective bargaining agreement. This is a significant change which appears to be a reaction to the recent Vermont Supreme Court decision Northfield School Board v. Washington South Education Association and Paul Clayton. We respectfully request that the Committee hear testimony from school board members, superintendents and school officials with experience in this area before making this significant change.

16 V.S.A. Section 1752(f)

H.805 adds language to section 1752(f) which states: “A teacher shall be immune from discipline by the teacher’s employer for testifying before the General Assembly or a Committee of the General Assembly or before the State Board of Education.”

VSBA opposes the proposed amendment which provides total immunity to a teacher regardless of bad faith, false testimony, defamation or violations of student educational privacy laws (FERPA)

