

1 S.162

2 Introduced by Senator Perchlik

3 Referred to Committee on Education

4 Date: January 4, 2022

5 Subject: Education; teachers; collective bargaining rights

6 Statement of purpose of bill as introduced: This bill proposes to prevent
7 interference with a teacher's right to seek employment while under contract,
8 make the suspension and termination provisions that apply to teachers under
9 State law subject to the teacher's collective bargaining agreement, and protect
10 a teacher from discipline by the teacher's employer for testifying before the
11 General Assembly or a committee of the General Assembly or before the State
12 Board of Education.

13 An act relating to the collective bargaining rights of teachers

14 It is hereby enacted by the General Assembly of the State of Vermont:

15 ~~Sec. 1, 16 V.S.A., § 1752 is amended to read:~~

16 § 1752. GROUNDS AND PROCEDURES FOR SUSPENSION AND

17 DISMISSAL

18 (a) A teacher under contract to teach in a public school who fails, without

19 just cause, to complete the term for which the teacher contracted to teach, shall

1 ~~be disqualified to teach in any public school for the remainder of the school~~
2 year. However, from the date a teacher receives a contract for the following
3 school year until June 15 of the same calendar year, a teacher shall have the
4 right to interview for, be offered, and accept a new teaching position for the
5 following school year without penalty.

6 (b) Unless otherwise negotiated in a collective bargaining agreement under
7 chapter 57 of this title that provides the teacher just cause rights, a teacher
8 under contract to teach in a public school whose contract is not to be renewed
9 for the ensuing year shall be notified in writing, setting forth the grounds
10 therefor, ~~no~~ not later than April 15. If the teacher so notified desires a hearing,
11 the teacher shall so request in writing to the clerk of the school board. The
12 teacher shall have the right to a hearing before the school directors within
13 15 days, may present witnesses and written evidence, and may be represented
14 by counsel. A hearing shall be in executive session unless the teacher making
15 the appeal requests or agrees in writing that it be open to the public. The
16 school board shall affirm, modify, or reverse the nonrenewal and shall issue its
17 decision in writing within five days. In the case of a probationary teacher who
18 has received two written performance evaluations per year of probationary
19 service, a decision of the board shall be final. The standard for nonrenewal of
20 a contract shall be:

21 ~~(1) In the case of a nonprobationary teacher, just and sufficient cause.~~

1 ~~(2) In the case of a probationary teacher, any reason other than those~~
2 prohibited by law. However, the standard for nonrenewal for a probationary
3 teacher's contract shall be just and sufficient cause if the teacher has not
4 received at least two written performance evaluations per year of probationary
5 service. A probationary teacher is a person who has been employed as a
6 teacher in Vermont public schools for less than two school years.

7 (c) Unless otherwise negotiated in a collective bargaining agreement under
8 chapter 57 of this title that provides the teacher just cause rights, the following
9 provisions shall apply:

10 (1) A superintendent may suspend a teacher under contract on the
11 grounds of incompetence, conduct unbecoming a teacher, failure to attend to
12 duties, or failure to carry out reasonable orders and directions of the
13 superintendent and school board.

14 ~~(d)~~(2) The suspension shall be in writing and shall set forth the grounds
15 therefor. Copies shall be delivered to the teacher, and to the chair, and to the
16 clerk of the board of school directors. Thereafter, performance under the
17 teacher's contract shall be suspended, but he or she the teacher shall be paid
18 pro rata to the time of his or her dismissal by the board.

19 ~~(e)~~(3) The teacher so suspended shall have the right to appeal to the board
20 of school directors of the district for review of the decision. Filing a written
21 ~~notice of appeal with the clerk of the school board within seven days of after~~

1 ~~the effective date of the suspension shall initiate the appeal. The clerk of the~~
2 board shall forthwith forward a copy of the notice of appeal to the
3 superintendent and send to the teacher an acknowledgment of receipt of the
4 appeal.

5 ~~(f)(4)~~ The school board to which the appeal is directed shall hear the
6 appeal within 10 days ~~of~~ after receipt of notification. The teacher and the
7 superintendent shall be advised by the clerk of the board of the time and place
8 of hearing by written notice at least three days before the date of hearing.

9 ~~(g)(5)~~ All parties shall be entitled to counsel at every stage of the
10 proceedings established by this section. Hearings shall be in executive session,
11 unless the teacher making an appeal requests or agrees in writing that they be
12 open to the public. A teacher making an appeal may waive in writing ~~his or~~
13 ~~her~~ the right to a hearing.

14 ~~(h)(6)~~ Upon hearing, or if no appeal is taken, the school board shall affirm
15 or reverse the suspension or take such other action, including dismissal, as may
16 appear just. If the suspension, or the dismissal, is reversed, the teacher shall
17 not suffer any loss of pay, retirement benefits, or any other benefits to which
18 ~~he or she~~ the teacher would otherwise have been entitled.

19 ~~(i)(7)~~ The decision of the school board shall be in writing and filed with
20 ~~the clerk of the school board not later than five days after the hearing or after~~

1 ~~the time for taking an appeal has expired. The clerk shall within three days~~
2 notify the superintendent and the teacher in writing of the decision.

3 (j)(d) No court action shall lie on the part of a teacher against any school
4 district for breach of contract by reason of suspension or dismissal unless the
5 procedures herein described have been followed by ~~said~~ the teacher.

6 (k)(e) Every teacher's contract shall be deemed to contain the provisions of
7 this section, and any provision in the contract inconsistent with this section
8 shall be considered of no force or effect.

9 (f) A teacher shall not be subject to discipline by the teacher's employer
10 for testifying before the General Assembly or a committee of the General
11 Assembly or before the State Board of Education.

12 Sec. 2. 16 V.S.A. § 1698 is amended to read:

13 § 1698. CAUSES FOR LICENSING ACTION

14 Any one of the following, or any combination of the following, constitutes
15 potential cause for licensing action whether occurring within or outside the
16 State:

17 (1) Unprofessional conduct, which means:

18 * * *

19 (F) falsification, misrepresentation, or misstatement of material
20 information provided in connection with the application for or renewal or
21 ~~reinstatement of a license or endorsement, and~~

1 ~~(C) with respect to a superintendent, the failure to maintain the~~
2 confidentiality and privileged status of information provided pursuant to
3 subsection 1700(c) and subdivision 1708(f)(3) of this title; and

4 (H) with respect to a superintendent, prohibiting or directing
5 someone else to prohibit a teacher from exercising the teacher's right to
6 interview for, be offered, and accept a new teaching position under subsection
7 1752(a) of this title.

8 * * *

9 Sec. 3. EFFECTIVE DATE

10 ~~This act shall take effect on passage.~~

Sec. 1. 16 V.S.A. § 1752 is amended to read:

*§ 1752. GROUNDS AND PROCEDURES FOR SUSPENSION AND
DISMISSAL*

(a) A teacher under contract to teach in a public school who fails, without just cause, to complete the term for which the teacher contracted to teach, shall be disqualified to teach in any public school for the remainder of the school year.

(b) The provisions of subsections (c) and (d) of this section regarding the nonrenewal, suspension, and dismissal of teachers shall not apply to a teacher employed under the terms of a collective bargaining agreement under chapter 57 of this title that provides the teacher just cause rights. The decision to nonrenew, suspend without pay, or dismiss a teacher shall be made by the school board.

(b)(c) ~~Unless otherwise negotiated, a~~ A teacher under contract to teach in a public school whose contract is not to be renewed for the ensuing year shall be notified in writing, setting forth the grounds therefor, ~~no~~ not later than April 15. If the teacher so notified desires a hearing, the teacher shall so request in writing to the clerk of the school board. The teacher shall have the right to a hearing before the school directors within 15 days, may present witnesses and written evidence, and may be represented by counsel. A hearing

shall be in executive session unless the teacher making the appeal requests or agrees in writing that it be open to the public. The school board shall affirm, modify, or reverse the nonrenewal and shall issue its decision in writing within five days. In the case of a probationary teacher who has received two written performance evaluations per year of probationary service, a decision of the board shall be final. The standard for nonrenewal of a contract shall be:

(1) In the case of a nonprobationary teacher, just and sufficient cause.

(2) In the case of a probationary teacher, any reason other than those prohibited by law. However, the standard for nonrenewal for a probationary teacher's contract shall be just and sufficient cause if the teacher has not received at least two written performance evaluations per year of probationary service. A probationary teacher is a person who has been employed as a teacher in Vermont public schools for less than two school years.

(e)(d) The following provisions shall apply to the suspension or dismissal of a teacher:

(1) A superintendent may suspend a teacher under contract on the grounds of incompetence, conduct unbecoming a teacher, failure to attend to duties, or failure to carry out reasonable orders and directions of the superintendent and school board.

(d)(2) The suspension shall be in writing and shall set forth the grounds therefor. Copies shall be delivered to the teacher, ~~and~~ to the chair, and to the clerk of the board of school directors. Thereafter, performance under the teacher's contract shall be suspended, but ~~he or she~~ the teacher shall be paid pro rata to the time of ~~his or her~~ dismissal by the board.

(e)(3) The teacher so suspended shall have the right to appeal to the board of school directors of the district for review of the decision. Filing a written notice of appeal with the clerk of the school board within seven days ~~of~~ after the effective date of the suspension shall initiate the appeal. The clerk of the board shall forthwith forward a copy of the notice of appeal to the superintendent and send to the teacher an acknowledgment of receipt of the appeal.

(f)(4) The school board to which the appeal is directed shall hear the appeal within 10 days ~~of~~ after receipt of notification. The teacher and the superintendent shall be advised by the clerk of the board of the time and place of hearing by written notice at least three days before the date of hearing.

(g)(5) All parties shall be entitled to counsel at every stage of the proceedings established by this section. Hearings shall be in executive session, unless the teacher making an appeal requests or agrees in writing that they be open to the public. A teacher making an appeal may waive in writing ~~his or~~

~~her~~ the right to a hearing.

~~(h)(6)~~ Upon hearing, or if no appeal is taken, the school board shall affirm or reverse the suspension or take such other action, including dismissal, as may appear just. If the suspension, or the dismissal, is reversed, the teacher shall not suffer any loss of pay, retirement benefits, or any other benefits to which ~~he or she~~ the teacher would otherwise have been entitled.

~~(i)(7)~~ The decision of the school board shall be in writing and filed with the clerk of the school board not later than five days after the hearing or after the time for taking an appeal has expired. The clerk shall within three days notify the superintendent and the teacher in writing of the decision.

~~(j)(e)~~ No court action shall lie on the part of a teacher against any school district for breach of contract by reason of suspension or dismissal unless the procedures described in this section have been followed by ~~said~~ the teacher.

~~(k)(f)~~ Every teacher's contract shall be deemed to contain the provisions of this section, and any provision in the contract inconsistent with this section shall be considered of no force or effect.

Sec. 2. 16 V.S.A. § 1986 is added to read:

§ 1986. NONINTERFERENCE WITH RIGHT TO TESTIFY

(a) Subject to subsection (b) of this section, no teacher, administrator, or other employee of a school district or supervisory union shall be subject to discipline by the school district or supervisory union for testifying before the General Assembly or a committee of the General Assembly or before the State Board of Education.

(b) A teacher, administrator, or other employee of a school district or supervisory union who testifies before the General Assembly or a committee of the General Assembly or before the State Board of Education shall not divulge information that is confidential to the school district or supervisory union or to its students or staff and may be disciplined by the individual's employer for divulging such confidential information.

(c) A teacher, administrator, or other employee of a school district or supervisory union who testifies before the General Assembly or a committee of the General Assembly or before the State Board of Education shall, unless authorized by the individual's employer to testify on the employer's behalf, state for the record that the individual is not testifying on behalf of the individual's employer.

Sec. 3. EFFECTIVE DATE

This act shall take effect on passage.