

Vermont Senate Education Subcommittee

Testimony of: Mark Tucker, Superintendent, Caledonia Central Supervisory Union (CCSU)

S.162 (16 VSA 1752 - teachers rights under collective bargaining)

February 9, 2022

Thank you for the opportunity to testify today. I speak today in opposition, in whole and in part, to the proposed amendments to 16 VSA 1752.

First is my objection to the changes that would allow teachers to continue to seek employment after having signed a contract with their District for the upcoming school year. By my count, this is the third year in a row that this proposal has come up, and I wish to have this committee understand how disruptive this proposal is to our ability to meet our obligations to the students that we serve.

A contract is a contract is a contract. The idea that someone can sign a contract and then actively seek to break that contract defies common sense and is an affront to common practice. I would venture that every VT-NEA collective bargaining agreement (CBA) is structured similar to our CBAs in Caledonia Central¹ (see footnote). Teachers already are afforded a great deal of deference in the contracting arena. The language relating to renewal is already weighted in favor of the teacher because of tenure; unless there is just cause to non-renew, a determination that is reached only after the District has navigated an employee-friendly and employer-onerous due process procedure that is only undertaken in the most extreme cases, renewal of a teacher's contract is automatic.

Because of this commonality in renewal terms, teachers across Vermont make employment decisions every year in a predictable manner. We are strictly limited by date as to when we can invoke a reduction in force; once that date passes we are constrained from making staffing changes. Teachers know that contracts are offered in April; they know they typically have a month to sign their contract; they also know that requests for an extension on the deadline for signing can be made and will almost always be granted.

Case in point – last year I extended the deadline for a high school math teacher (a position on the AOE's critical shortage list) three times before she finally secured a new position. This is not a teacher that we wanted to lose, but I was mindful of the fact that she was commuting a long distance and was tired of doing so. During these extensions, we were effectively precluded from seeking a replacement, since she could at any time during an extension period have simply signed her contract. I could have forced the issue with her at any time, but I didn't because I am sensitive to the issue of not forcing someone to work where they do not wish to work. However, because her contract status was not resolved until June, we were left to search for a replacement in the summer months, an experience that is akin to fishing in a dry lakebed. We almost opened the school year with no high school math teacher in place.

My example is one isolated case in which I played an active role. The proposal to allow continued job searches after a contract is signed would institutionalize a practice whereby I, as Superintendent, have no say in managing the disruptions that would result. We rely greatly on knowing when school lets out

¹The Board shall issue a contract of employment annually to those teachers whom it intends to re-employ. Contracts shall be issued on or before April 15 of each year. A contract offer issued to a teacher shall be signed by the teacher and returned to the Superintendent or the Principal no later than May 15; the failure to do so shall be deemed a refusal of the contract offer and the position shall be declared vacant. The Superintendent in consultation with the building administrator may grant an extension not to exceed two weeks.

in June that we have a full roster of teaching professionals. This is important to us for many reasons that go beyond simple sanity – we often plan and schedule paid summer professional development (PD) for staff, and having gaps in the roster can make such PD less effective.

One last point about contracts – it sometimes happens that a teacher who has signed a contract finds him/herself in a situation that makes it difficult to follow through with the commitment. We have seen a few of these situations during the past 23-months of the Covid-19 pandemic; a teacher finds it necessary to “move back home” to care for family members is the typical circumstance. When this happens, I have always released the teacher from his/her contract with no assertion of my rights under section 1752 regarding a licensing violation.

Within the current structure and process for contracting for teachers, there is already sufficient flexibility built in to accommodate out of the ordinary situations. Allowing a teacher to continue seeking new positions and to then break his/her contract is totally a one-sided proposition that may advantage teachers but will create a significant disruption for Districts who have to know they have staff signed up for the next school year.

While I believe that this provision would cause serious disruption to the orderly operation of my schools, and should therefore be rejected in whole, if this body feels this privilege should be extended to teachers, I would ask you to level the playing field as follows:

“Teachers who wish to continue seeking alternate employment after signing a contract, must provide written notice to the Superintendent. Upon receipt of such notice, the Superintendent may post the teacher’s position as an “Anticipated Opening” and if a suitable candidate is found, may break the contract and hire the candidate. Teachers who are hired in this way cannot continue to seek alternate employment under the provisions of this amendment.”

In regards to termination of a licensed teacher, (section (c) Page 3 line 7-9), it should be clear that teachers are afforded due process rights in cases of termination, but this added language opens the door for the union to assert in negotiations (as mine has) that they need to have language allowing appeals under the grievance clause of our collective bargaining agreement. This would result in teachers getting “two bites at the apple;” i.e., the ability to grieve a termination under the guidelines of the CBA after losing an appeal of dismissal under the provisions of section 1752. That door should remain closed.

Finally, the added language under (f) (page 5 lines 9-11) is a solution in search of a problem. I would never discipline a teacher for testifying before the Legislature, nor would any Superintendent that I know. We have policies in place that recognize employee free speech rights – testifying before the Legislature, as I am doing here, would be considered a free speech right in policy and in common sense. Furthermore, as written there would be no recourse for response in the face of inaccurate or defamatory statements before this public body. I urge you to set this section aside.

Respectfully,

Mark Tucker, M.A.
Superintendent, CCSU