



Two Prospect Street, Suite 3  
Montpelier, Vermont 05602-3555  
802-229-0547  
<http://www.vpaonline.org>

To: House Committee on Commerce and Economic Development  
From: Jay Nichols, Senior Executive Director Vermont Principals' Association  
Subject: Amendment to H. 205  
Date: February 25, 2026

For the record, Jay Nichols, Senior Executive Director of the Vermont Principals' Association. I am here today to testify to an amendment that states:

§ 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 schoolyear. 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.

The first point I'd like to make is that if we are going to have a conversation about 1752 the proper venue for that would be the House Education Committee. A change of this magnitude should not occur as an amendment to a bill that has nothing to do with public education. There are valid points on both sides of the issue on whether teachers should be required to fulfill contractual obligations as well as whether school districts should be required to fulfill those same requirements. I believe that VT-NEA would agree with the VPA that discussion should take place in House Education. Additionally, I have spoken with both the Vermont School Boards Association and the Vermont Superintendents Association who both agree that the proposal in this amendment should not be considered as an amendment to this bill.

Having just learned of this amendment yesterday afternoon, I just wanted to point out a few concerns about this amendment if it became law.

1. Teachers that have signed a contract could leave at any time prior to the start of a new school year and take a position with another public school in the state. This means that a teacher who signed a contract in April could break that contract in early August and accept another position. This puts the school district that agreed to a contract with the teacher in a perilous position. In a time in which we are worried about education costs and student performance this change will exacerbate those issues. We already have an incredibly high number of teachers on provisional licenses and we already have a very



tough time hiring teachers - especially in our most rural and poorest communities. These are the communities - and most importantly, students that will suffer the most.

2. Teacher turnover is directly correlated with instructional loss. Training a new teacher results in a loss of instructional continuity and pacing. And that is even if you are fortunate enough to hire a licensed teacher just prior to the start of the school year. We also have the issue of curriculum gaps increasing with teacher turnover. The less planned for the turnover, the more likely the gaps. This is especially true for sequential subjects like math, literacy, and world language. And again, our most rural and most vulnerable populations are the most impacted. Teachers rarely seek to break contracts to go work in a more rural or poorer community.
3. Late hires ultimately end up leading to more work for other professionals in the building. New teachers have gaps and need support. The later they are hired in general the tougher it is for them, other staff, and the school leader. Additionally, parents become very frustrated when they expect they are going to have a highly qualified teacher in their child(s) classroom and just before the start of the school year they find that the teacher has decided to break their contract and leave. This often ends up with substitute teachers covering the classroom or a teacher with little training and experience on a provisional license or a combination of the two.
4. Finally, the law already allows for teachers to break a contract for just cause. I know of dozens of cases in which teachers have been let out of contracts, sometimes well into the summer. Superintendents and School Boards have and will continue to use common sense when making these assessments.

In summation, this discussion brings up some important questions and policy considerations that should be discussed in detail in a committee of jurisdiction. For education policy decisions in the House that should be in the Education Committee.

Respectfully Submitted,

Jay Nichols