



To: House Commerce and Economic Development Committee

From: Sue Ceglowski, Executive Director and General Counsel

Re: H.205 - Headrick Amendment

Date: February 26, 2026

I am writing on behalf of the Vermont School Boards Association (VSBA) to offer public comment regarding Representative Headrick’s proposed amendment to H.205 concerning teacher contracts and contract release provisions.

I would like to begin by expressing agreement with the testimony provided by the Vermont Principals’ Association (VPA) yesterday, which appropriately framed this issue within the broader context of contractual integrity, operational stability, and the need for school districts to responsibly plan for staffing in advance of each academic year.

First, the repeated use by representatives of the Vermont NEA of the term “superintendent code” to describe the longstanding practice of honoring signed employment contracts is concerning. This characterization suggests that superintendents are acting arbitrarily or according to some informal or discretionary system. In reality, this practice reflects a basic and universally understood principle: adherence to contract law. When both parties voluntarily enter into a binding agreement, they are expected to honor the terms of that agreement. To suggest that this is a discretionary “code” rather than a fundamental legal and professional obligation misrepresents the nature of contractual agreements and undermines public understanding of the issue.

More broadly, we ask that you consider whether there is a systemic problem here that requires legislative intervention, or whether the justification for this amendment rests primarily on anecdotal, one-off examples. Personnel changes, unexpected opportunities, and personal circumstances arise in every profession. These situations are not unique to education, and they do not necessarily indicate that the contractual framework itself is flawed. Rather, they reflect the reality that contracts exist precisely to provide stability and predictability in the face of life’s inherent uncertainty. Additionally, the “just cause” language in 16 V.S.A. Section 1752(a) provides ample flexibility for superintendents to address individual requests in a fair manner.

All of this falls to an issue of fairness and mutual obligation. **It is difficult to imagine that this committee would entertain a proposed amendment in which a school district could unilaterally break its contract with a teacher due to changing circumstances – such as budget pressures, enrollment fluctuations, or the emergence of a more desirable candidate – without consequence.** Such an action would rightly be viewed as a violation of contractual integrity and professional trust. If contracts are to have meaning, they must bind both parties equally. Allowing one party to break a contract without consequence while holding the other fully accountable creates an imbalance that undermines the fundamental purpose of contractual agreements and erodes confidence in the stability of the employment relationship.

The proposed concept raised during the committee's discussion of a 30-day "cooling-off" period after signing a contract does not resolve the core operational problem faced by school districts. Even with such a provision, schools would still face uncertainty regarding staffing at a critical time of year when hiring pools are limited and recruitment becomes increasingly difficult. This uncertainty has direct implications for students, staff, and school operations. Districts must make decisions about course offerings, class assignments, and support services months in advance. Introducing additional uncertainty into that process risks destabilizing school operations without clearly solving a defined systemic problem.

In closing, schools must be able to rely on signed agreements in order to plan responsibly for the education and well-being of students. Before altering long-standing contractual norms, it is essential to clearly demonstrate a systemic problem and ensure that any proposed solution does not create greater uncertainty or unintended consequences. A change of this magnitude should be given full opportunity for testimony and consideration in the House Education Committee, not added onto a bill that is unrelated to Vermont's public education system.

Thank you for your thoughtful consideration of this issue and for your continued work on behalf of Vermont's students and schools.