To: House Commerce and Economic Development Committee

From: Sue Ceglowski, Executive Director and General Cousel

Re: H.205 - Headrick Amendment and 16 V.S.A. §1752(a)

Date: March 10, 2026

Thank you for the opportunity to provide testimony on behalf of the Vermont School Boards Association (VSBA) regarding H.205 and the proposed amendment addressing teacher contracts under 16 V.S.A. §1752(a). VSBA represents the locally elected school boards that are responsible for ensuring that Vermont's public schools are staffed, managed, and operated in a way that best serves students and communities. Our members take seriously their responsibility to recruit and retain qualified educators while also maintaining stable learning environments for students.

At the outset, we would like to express concern with the process by which this proposal is being considered. The amendment addressing teacher contracts represents a significant policy change affecting school district staffing practices, collective bargaining agreements, and the statutory framework governing teacher employment. Changes of this magnitude should not be made through a late amendment without sufficient time for testimony from affected stakeholders, legal analysis, and a careful review of the potential unintended consequences. School boards, administrators and the Agency of Education should all have the opportunity to weigh in on how such a change would affect staffing stability, contract law, and student learning. We respectfully urge the committee to allow adequate time for analysis and input before advancing a proposal that would fundamentally alter long-standing employment practices in Vermont's public schools.

It is also important to clarify what the current statute actually does. 16 V.S.A. §1752(a) is not a non-compete provision. Rather, it establishes the legal consequences that may arise when a teacher breaches a signed employment contract during the school year. This is consistent with basic contract law principles that apply across many professions: when two parties voluntarily enter into an agreement, both parties assume certain obligations and responsibilities. The statute simply recognizes that school districts rely on those agreements when planning staffing for the academic year. Characterizing this provision as a "non-compete" misrepresents its

purpose and risks obscuring the practical realities that school districts face when a teacher leaves unexpectedly.

When a teacher departs after signing a contract, the district must quickly find a qualified replacement in an extremely limited labor pool. In many cases, districts are forced to rely on long-term substitutes, redistribute students among classrooms, or reassign staff in ways that disrupt instruction. These disruptions are felt most directly by students, who lose continuity in instruction and relationships with their teachers. For smaller and rural districts, where staffing pools are already thin, the impact can be even more significant. The existing statute helps provide a modest level of stability by encouraging parties to honor the commitments they have made.

The amendment under consideration also raises an important issue of fairness and mutual obligation. Employment contracts are agreements between two parties, and their enforceability depends on both sides being held to their commitments. If the Legislature ultimately determines that teachers should be permitted to breach their contracts without consequence, it is only reasonable to ask whether school districts should be afforded the same flexibility. It is difficult to imagine that the Legislature would consider allowing school districts to terminate teacher contracts mid-year due to changing financial circumstances, enrollment shifts, or the availability of a more desirable candidate without any consequences. Yet that is effectively the imbalance that could be created if one party to the agreement is permitted to disregard the contract while the other remains bound by it. A contract system that holds only one party accountable undermines the very purpose of having contracts at all.

Finally, we encourage the committee to consider the broader constitutional and public policy context in which public education operates. Vermont's Constitution places a clear obligation on the state to provide education for the children of Vermont, and the laws governing public education should be interpreted with the best interests of students as the guiding principle. Stability and continuity in teaching staff are critical components of that obligation. Students benefit when they are able to build sustained relationships with their teachers and when their instruction proceeds without disruption. Policies that increase the likelihood of mid-year staffing changes, or that weaken the reliability of employment agreements, risk undermining that continuity.

School boards across Vermont work diligently to recruit and retain qualified educators, and they understand that teachers, like all professionals, face changing life circumstances and opportunities. Districts already work collaboratively with educators to address those circumstances when they arise. However, the statutory framework must balance flexibility with the need to maintain predictable staffing for the benefit of students. The existing provisions of 16 V.S.A. §1752(a) reflect that balance.

For these reasons, VSBA respectfully urges the committee to proceed cautiously with any proposal that would modify the current statute. Thank you for considering this testimony.