

SUBJECT: Decreasing required notice period to terminate certain teachers' contracts

COMMITTEE: Public Education — favorable, without amendment

VOTE: 8 ayes — Eissler, Aycock, Dutton, Huberty, Shelton, T. Smith, Strama,  
Weber

1 nay — Guillen

2 absent — Hochberg, Allen

WITNESSES: For — David Hodgins, Texas Association of School Boards Council of School Attorneys; (*Registered, but did not testify*: Amy Beneski, Texas Association of School Administrators; Melva Cardenas, Texas Association of School Personnel Administrators; Bill Hammond, Texas Association of Business; Julie Haney, Texas Association of Community Schools; Don Rogers, Texas Rural Education Association; Julie Shields, Texas Association of School Boards; Maria Whitsett, Texas School Alliance; Gilbert Zavala, Austin Chamber of Commerce)

Against — Portia Bosse, Texas State Teachers Association; Lonnie Hollingsworth, Texas Classroom Teachers Association; Ted Melina Raab, Texas American Federation of Teachers; (*Registered, but did not testify*: Zeph Capo, Houston Federation of Teachers; Tom Carlin; Gwen Dunivent, Transport Workers Union of America; Shannon Jones; Rene Lara, Texas AFL-CIO)

On — Monty Exter, Association of Texas Professional Educators

BACKGROUND: A principal, teacher, supervisor, counselor, or other full-time professional employee can be employed by a school district through a probationary, continuing, or term contract.

**Probationary contracts.** Education Code, ch. 21, subch. C requires a full-time professional employee who is new to the school district or in his or her first or second school year to be employed under a one-year probationary contract. Probationary contracts may be renewed for up to three years, but may not exceed one year for an employee who has been a

teacher for at least five of the eight years before employment by the district.

An employee on a probationary contract may be suspended without pay for the remainder of the school year or discharged for good cause at any time during the school year. To terminate an employee on a probationary contract, the school district must notify the employee 45 days before the last day of school. With written consent from the employee, instead of terminating an employee on a term or continuing contract, a school district may return him or her to a probationary contract.

**Term contracts.** Education Code, ch. 21, subch. E permits a school district to hire a full-time employee for up to five years through a term contract. When a term contract is about to expire, a school district must notify the employee 45 days before the last day of the school year about whether it intends to renew the contract. Employees who desire a hearing after receiving notice of nonrenewal must notify the school district board within 15 days. According to sec. 21.207, the hearing must be closed, unless the employee requests it to be open, and conducted according to rules adopted by the board. The board may use the hearing process involving a hearing examiner described in Education Code, subch. F. The employee may appeal the board's decision after the hearing to the commissioner of education.

**Continuing contracts.** Education Code, ch. 21, subch. D, permits a school district to hire a full-time employee on a continuing contract, which is valid until the employee resigns, retires, is discharged, is released as a part of a necessary personnel reduction, or is returned to probationary status. Reductions to personnel on continuing contracts must occur based on reverse seniority, often referred to as "first in, first out." If an employee wishes to protest a discharge, suspension, or personnel reduction, the employee must notify the school district board within 10 days after notification and is entitled to a hearing before the board with a hearing examiner.

**DIGEST:**

HB 20 would require a school district to notify a full-time employee under a probationary or continuing contract of its decision to terminate or not renew the contract within 15 days, rather than 45 days, before the last day of school. The notice would have to be delivered personally to the employee or mailed by prepaid certified mail. The notice would be considered given at the time of mailing.

The bill would apply beginning with contracts for the 2012-2013 school year. The bill would take effect on the 91st day after the last day of the legislative session.

**SUPPORTERS  
SAY:**

HB 20 would give a school district more time to develop its budget and allow it to make decisions with the most recent state fiscal data. The current 45-day notification requirement before the end of the school year forces school districts to determine their budgets before knowing the state appropriation for the upcoming school year, which does not allow the district to adapt to a changing fiscal climate. The current policy could force a district to lay off employees early and unnecessarily. The bill no longer would force a school district to rush its decision-making, which would save jobs.

Teacher evaluations are not complete until 15 days before the end of the year. HB 20 would allow districts to consider these evaluations and more accurately assess teachers, students, and projected student enrollment when making decisions about teacher contracts.

Extending the period before notification was required would permit teachers to remain focused and engaged for the entire school year. The current 45-day window can cause teachers to use paid time off for the remaining 45 days in the school year.

State assessments occur near the end of the year, and teachers should be present for these preparations. HB 20 would give teachers time to remediate their behavior and strive to keep their jobs.

**OPPONENTS  
SAY:**

Under HB 20, employees would not be properly notified about the future of their jobs. The 45-day rule gives teachers an opportunity to search for new jobs if their contracts are not renewed. Job fairs typically occur in the spring semester, so teachers must know then whether they should be job hunting. The bill would cause more teachers to contest a proposed nonrenewal, since they would lack any other viable employment options. Current law provides the proper balance between the teachers' and the districts' interests.

The bill likely would cause nonrenewal hearings to occur during the summer, and conclude long after other districts had already completed their hiring for the following school year.

The implication that teachers choose to take vacation days or slack off from work upon notice of a nonrenewal is untrue and offensive. Teachers care about their students and want them to succeed and have a vested interest in excelling on the job to facilitate being hired in another district.

**OTHER  
OPPONENTS  
SAY:**

HB 20 should be amended to allow notice to be considered given when an employee has received the notice rather than when the notice was mailed.

**NOTES:**

A provision similar to HB 20 was included in HB 400 by Eissler, which was placed on the Major State Calendar repeatedly during the regular session of the 82nd Legislature and was finally postponed on May 12.

SB 8 by Shapiro, which passed the Senate on June 6, includes a related provision that would reduce the notice period for nonrenewal or termination of a probationary or continuing contract from 45 days to 10 days before the end of the school year. It does not include the provision in HB 20 on delivery of the notice.