

Dr. Kelly and Members of the State Board for Educator Certification, I am Dr. Kevin Brown, Executive Director for the Texas Association of School Administrators (TASA) and today I'm testifying in opposition to the proposed rules for contract abandonment. However, my comments will center on the most concerning proposed mitigating factor (I) which relates to teacher abandonment of contract when a campus reassignment is made.

We have numerous concerns about proposal (I) that are widespread among administrators throughout Texas and that we believe are contrary to the SBEC core principle, "student success is primary" as well as TEA's strategic priority to recruit and retain the best teachers. Our concerns include the following:

- 1) This proposal, if passed, **has the potential of harming children across the state** who will lose a qualified teacher for significant periods of the school year. This is especially concerning given the enormous academic and social-emotional challenges our children are currently facing. There is a "hiring season" for teachers, and it is very difficult, if not impossible in many cases, to find qualified teachers during the school year, especially in areas where our most vulnerable children are served, such as in special education and bilingual education.
- 2) Campus reassignments of all staff positions are often made based on very dynamic shifts that can occur in student enrollment. To efficiently and effectively utilize district financial and human resources, districts need flexibility to address the needs of children. Sometimes this is inconvenient to the adults involved (and thus is done as a last resort), but **ultimately adult needs have to take a back seat to the needs of children.**
- 3) When a teacher resigns during a school year, **the next most impacted people after students are the teachers who stay on the campus but have to take on additional students, teach additional courses or train a new employee without the benefit of summer preparations or staff development days.** Our experience is that the teachers who remain on campus get quite frustrated at those who leave because they carry a much heavier workload after the contract is abandoned.
- 4) **Teachers sign a contract with a school district, not a campus.** The ability of a teacher to resign because of a campus reassignment changes the fundamental nature of the Chapter 21 contract which is between a school district and employee, not a campus.

There are many important protections for teachers in Chapter 21 contracts, and we support those protections. We also believe that teachers are the heart and soul of public education, and frankly, we should be building monuments to honor them. We should be doing everything we can to support them. It is because of the critical role that teachers play in the lives of children that we respectfully ask you to remove proposal (I).

As you carefully consider your decision, this additional information may be helpful:

Proposed TAC §249.17(d)(2)(I) Contract Abandonment, Mitigating Factors, Change in Educator's Assignment.

- Superintendents currently have statutory authority for final placement of a teacher transferred because of enrollment shifts or program changes in the district, e.g., a transfer is needed to meet the 22:1 student to teacher ratio. The proposed rule contradicts this authority and removes local control for personnel decisions.
- Superintendents are charged in statute with teacher assignments, and with ensuring the best teachers are assigned to the campuses with the neediest students (e.g., the Teacher Incentive Allotment). The proposed rule contradicts this statutory goal that calls for district leadership to make placement decisions in the best interest of the students.
- The TEA explanation concerning the proposal (I) conflicts with numerous portions of statute that address teacher assignments as a critical part of district improvement plans; collaboration between school trustees and superintendents; and strategic leadership for maximizing student performance for all district students.
- This provision is not needed as a mitigating factor as it is already included in TAC §249.17(d)(A) and (C) that address a serious illness or health condition and changes in the educator's family needs as good cause for contract abandonment.

We appreciate the board's efforts and consideration of our concerns with this proposed mitigating factor. I'm happy to answer any questions.

Respectfully,

A handwritten signature in black ink that reads "Kevin Brown". The signature is written in a cursive, flowing style.

Dr. Kevin Brown, Ed.D.
Executive Director
Texas Association of School Administrators
