

# THE FOWLER LAW FIRM PC



Laura Sanders Fowler

## THE FOWLER LAW FIRM NEWSLETTER

### More Spring School Personnel Tips... With Easy to Read Instructions for Assembly

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*Submitted by Laura S. Fowler JD and Patricia M. Cofty JD/MBA, Attorneys at Law with The Fowler Law Firm PC*

Dear Readers:

Every experienced public school administrator knows that the termination of a relationship with a school employee can be an arduous and costly experience. And yet each year your authors review many public school contracts with highly compensated employees who were needlessly given a contract conveying substantial rights. While a Texas public school district certainly has free rein to provide for its auxiliary staff, your authors suggest that you should ask yourself, on a case by case basis, why you are doing this and if you and the Board of Trustees truly believe this practice is necessary to attract and keep high quality employees.

Which employees are we talking about? We're talking about your technology directors, fresh from the private sector, who were earning less, had virtually **no** benefits and never expected to get anything beyond a letter offer. We're talking about your food service directors and transportation staff, who are accustomed to being paid as hourly wage, at-will employees. We're talking about your clerical and data processing staff, who with their TRS and supplemental employee benefits enjoy significant perks that they wouldn't in the private sector, where they would most likely be only an hourly wage, at-will employee. And above all, we are talking about the employees who have no certification, are teaching some elective or unusual non-credit course or activity, and would most likely otherwise be in a college or other instructional setting which would entitle them to **NO** benefits and no rights. **Most of the time when your authors begin to ask personnel or campus administrators why these individuals have been given contracts affording extraneous rights the answer is simply "That is the way it is done here" or "I don't think anyone realized we had a choice".**

Well Dear Readers, **you do have a choice!** If you want to give these individuals contracts for a year or, even worse, contracts which afford them substantial rights prior to the termination of the relationship, that is a Texas public school district's absolute right. But if you want to have the latitude to spend money on pay raises and benefits for your great employees instead of on the lawyers you'll need to get rid of the bad ones, please take a few minutes (at your earliest convenience) to do all of the following:

1. Survey all categories of employees with contracts, both formal contracts and letter offers. If any categories of employees like the ones described above have contracts that have wording like those given to teachers and campus educational administrators, most likely those employees have more rights than

state law requires (for more information, please see **Texas Education Code Chapter 21.002** at <http://tlo2.tlc.state.tx.us/statutes/docs/ED/content/htm/ed.002.00.000021.00.htm#21.002.00>).

2. At this point, quietly interview senior management (i.e. the Superintendent of Schools, Central Office staff, and members of the board of trustees) to see if any of these positions were promised, or for some other reason should continue to be granted, substantial additional rights beyond those of a highly compensated, at-will employee. And if you are feeling the least bit bad about this, **do not lose a moment's sleep**. Private schools, institutions of higher education, and most non-profit organizations rarely afford any of these rights to their staff.

3. If you think this is going to create an earthquake, don't try to do it all at once. But at a minimum, earmark the positions that have been given too many rights and benefits and make certain that when the position is vacant, there is a serious consideration of what, if anything, is really necessary to attract qualified candidates.

In your every employment adventure, we wish you the very best.

*Ms. Fowler will be presenting in a number of venues throughout Texas from now through September 2008 including:*

**Texas Association of Community College Business Officials Annual Conference** in Waco, Texas on June 12, 2008. For more information, please visit <http://taccbo.org/content.php?p=2008Conference>.

**Texas Association of School Business Officials Summer Conference** in Kerrville, Texas on June 13, 2008. For more information, please visit <http://www.tasbo.org/>.

**National Association of Purchasing Directors/City and County Purchasing Officials Timeline 2009** in South Padre Island, Texas on June 27-28, 2008. For more information, please visit <http://www.napmrgv.org/timeline/timeline.htm>.

**Laura Fowler and THE FOWLER LAW FIRM P.C.** are so grateful to so many of you who have helped to make our firm a success. *The Fowler Law Firm P.C. is a full service law firm whose attorneys have many years of experience in the handling of education institution issues, both public and private, non-profit associations, real estate, family law, probate and estate, business formation and taxation and all aspects of copyright, trademarks and patents. We never charge a client a fee or incur any expense until the client understands and agrees. In addition, we often counsel with your clients and friends and give them the information they need at no charge when we cannot truly be of service. For more information or to refer a matter to us please contact us at (512) 441-1411 or visit our website at [www.thefowlerlawfirm.com](http://www.thefowlerlawfirm.com).*

*This information is provided by Laura S. Fowler JD and Patricia M. Cofty JD/MBA, Attorneys at Law with The Fowler Law Firm PC. It is not intended as a substitute for careful review by legal counsel of your choosing. We would be most honored to assist you in your every real legal need.*

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As with any legal issues, please consult your attorney with questions.