

JESSICA PETTIT,
Petitioner,

V.

CRANE INDEPENDENT SCHOOL DISTRICT,
Respondent.

BEFORE THE

COMMISSIONER OF EDUCATION

THE STATE OF TEXAS

DECISION OF THE COMMISSIONER

STATEMENT OF THE CASE

Petitioner, an employee of Respondent Crane Independent School District, filed a Petition for Review with the Texas Commissioner of Education complaining that Respondent reassigned her for the 2025–2026 school year from her contractual position as an “Instructional Specialist”—a role that did not include classroom teaching duties and that she contends was the equivalent of an administrator role—to a classroom teaching position. Petitioner asserts that the reassignment constitutes a demotion. Respondent denies that Petitioner’s “Instructional Specialist” position was recognized as an administrator or other professional capacity and further asserts that the reassignment does not violate Texas Education Code section 21.206.

Dr. Vicky L. Sullivan is the Administrative Law Judge assigned to this case. Petitioner is represented by her counsel, Jefferson K. Brim, III, of Brim & Brim, P.C. Respondent is represented by its counsel, Shellie Hoffman Crow, of Walsh Gallegos Kyle Robinson & De Los Santos, P.C.

The sole issue before the Commissioner of Education is whether Respondent violated Texas Education Code section 21.206 by reassigning Petitioner to a classroom teaching position. For the reasons set forth below, the Commissioner dismisses in part and denies in part Petitioner's appeal.

FINDINGS OF FACT

After due consideration of the record and matters officially noticed, it is concluded that the following Findings of Fact are established by the record and file in this case:

1. Respondent employed Petitioner under a one-year contract for the 2025–2026 school year in the position of Instructional Specialist.

2. On May 12, 2025, Petitioner filed a local grievance alleging that she had been informed she would be “demoted to classroom teacher” and requesting, as a remedy, that she “remain in [her] administrator assignment as an instructional specialist.”

3. On May 28, 2025, Respondent conducted a Level 1 hearing, with its Director of Curriculum and Instruction serving as the designated hearing officer.

4. On June 12, 2025, Respondent issued its Level 1 response, highlighting that Petitioner had not “received any official or written communication about [her] 2025–2026 school year assignment, but the district allowed [the] grievance to go forward, nonetheless.”

5. In response to Petitioner’s complaint that the “reassignment discussed ... amounted to a demotion, a violation of [her] contract, and/or a violation of state law,” Respondent listed the following conclusions: (1) Regarding the possible reassignment, final assignment decisions are still under consideration; (2) The hearing officer will address Petitioner’s concerns; (3) Petitioner is not employed under an administrator contract, as she is not eligible for such employment due to her lack of current certification as a certified administrator; (4) Petitioner’s 2025–2026 contract states, “You understand that the District has the right to assign or reassign you to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during this Contract”; (5) District policy DK(Local) provides, “All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District”; (6) If Petitioner is reassigned to teach classes, that reassignment would be a lateral move with compensation remaining unchanged and such a move is fully supported by Petitioner’s contract, local policy, and state law; (7) An “Instructional Specialist” is not a “professional capacity” that has been recognized by TEA and a reassignment to teach classes would not be a change in professional capacity as addressed in Chapter 21 of the Texas Education Code; (8) Recent caselaw decided by a Texas appellate court held that school employees whose contracts indicate

“Administrator” can be reassigned to a variety of positions, including full time teaching, without violating the Texas Education Code or educator contracts.

6. On March 20, 2025, Petitioner signed an “Instructional Specialist” one-year contract for the 2025–2026 school year.

7. On June 17, 2025, Respondent issued a letter reassigning Petitioner to a sixth-grade teaching position for the 2025–2026 school year, with no change in salary.

8. On June 23, 2025, Petitioner filed a Level 2 grievance appealing the Level 1 decision. A Level 2 hearing was conducted on July 30, 2025, at which Respondent’s Superintendent served as the designated hearing officer.

9. On August 13, 2025, the hearing officer issued a Level 2 response confirming Petitioner’s reassignment to a sixth-grade mathematics teaching position for the 2025–2026 school year, with no change in compensation. The Level 2 response further affirmed the determinations set forth in the Level 1 response, finding that the reassignment was in the best interest of the District and consistent with board policy and applicable state law.

10. On August 20, 2025, Petitioner filed a Level 3 appeal.

11. On October 8, 2025, Respondent’s board conducted a Level 3 hearing on Petitioner’s grievance and upheld the administration’s August 13, 2025 Level 2 decision.

12. On October 17, 2025, Petitioner filed a Texas Education Code section 7.057 appeal with the Commissioner of Education.

13. On November 19, 2025, Respondent filed its Answer and the local record.

14. On December 15, 2025, the Administrative Law Judge convened a duly noticed prehearing conference to streamline the issues and address jurisdiction. Petitioner had an opportunity to plead to cure the jurisdictional and pleading defects identified at the conference. Petitioner filed an Amended Petition for Review on December 18, 2025. On January 5, 2026, Respondent filed its Answer and Plea to the Jurisdiction in response to the Amended Petition.

15. Because Petitioner raised alleged school law violations requiring review of the local record, the parties were directed to brief the issues. The parties filed briefs and presented oral argument on them on March 20, 2026.

16. The Administrative Law Judge issued a Proposal for Decision recommending the Commissioner dismiss in part and deny in part Petitioner's appeal. Petitioner filed exceptions and amended exceptions to the Proposal for Decision. Respondent filed a reply to Petitioner's amended exceptions. All filings were considered.

DISCUSSION

The Commissioner's Appellate Jurisdiction

Petitioner asserts jurisdiction under Texas Education Code sections 7.057(a)(2)(A) and (B). Section 7.057(a)(2)(A) authorizes the Commissioner to hear appeals alleging that actions or decisions of a school district board of trustees violate the school laws of this state. *See* Tex. Educ. Code § 7.057(a)(2)(A). The "school laws of this state" are defined as Titles 1 and 2 of the Texas Education Code and the rules adopted to implement those titles. *Id.* § 7.057(f)(2). Section 7.057(a)(2)(B) grants the Commissioner jurisdiction over appeals alleging that a school district board of trustees violated a provision of a written employment contract, where the alleged violation has caused or would cause the employee monetary harm. *See id.* § 7.057(a)(2)(B).

A petitioner bears the burden of affirmatively establishing the Commissioner's jurisdiction. Each alleged violation must be supported by sufficient factual allegations demonstrating a potential violation of applicable school law. A failure to plead sufficient facts and legal grounds to support a claim deprives the Commissioner of jurisdiction over that claim. *See* 19 Tex. Admin. Code § 157.1073(c).

Petitioner's Claim under section 7.057(a)(2)(B)

Prior to briefing, the Administrative Law Judge dismissed Petitioner's claim under section 7.057(a)(2)(B) for failure to plead facts that could support a favorable decision. *See* 19 Tex. Admin. Code § 157.1056(a).

During the December 15, 2025 prehearing conference, at which both parties were represented by counsel, the parties presented their respective positions regarding the appeal. The Administrative Law Judge noted that Petitioner's Original Petition failed to identify the specific contractual provision(s) Respondent allegedly violated. Petitioner's counsel asserted that such specificity was not required and urged a broad construction of the pleading, suggesting that the Administrative Law Judge should "read into what [is] said." The Administrative Law Judge rejected this position and determined that adequate pleading specificity was required.

The Commissioner has rules governing appeals. On October 20, 2025, Agency staff provided the parties with an Acknowledgement Letter that included a copy of the applicable rules. Rule 157.1073(c) addresses the requirements for section 7.057 pleadings. "In order to properly plead a breach of contract claim, Petitioner must state which provision of the employment contract was violated, provide a brief description of how it was violated, and specify how monetary harm results." *Trevino-Garcia v. Laredo Indep. Sch. Dist.*, No. 029-R10-01-2020, at *9 (Comm'r Educ. 2020). Monetary harm must be contract damages, such as loss of salary or benefits. *See id.*

The Administrative Law Judge afforded Petitioner an opportunity to replead to cure deficiencies in her Original Pleading, which Petitioner accepted. In the December 16, 2025 Repleading Order, the Administrative Law Judge set forth the applicable Commissioner rules governing appeals and instructed Petitioner on the requirement to plead facts that affirmatively establish jurisdiction. Specifically, the Order stated, in relevant part:

Petitioner will have an opportunity to replead to properly address the jurisdictional deficiencies raised by the Administrative Law Judge in the prehearing conference. *Petitioner should clearly identify each school law, including citing section(s) or subsection(s), as defined by section 7.057(f)(2), or employment contract provision(s), that Petitioner believes Respondent's board violated, and allege sufficient facts that could support each alleged violation to support the legal basis for each claim. See 19 Tex. Admin. Code § 157.1073(c)(4); see also Tex. Educ. Code § 7.057(a)(2)(A); Trevino-Garcia v. Laredo Indep. Sch. Dist.*, No. 029-R10-01-2020, at *12 (Comm'r Educ. 2020). "In order to properly plead a breach of contract claim, Petitioner must state which provision of the employment contract was violated, provide a brief description of how it was violated, and specify how monetary harm results." *Trevino-Garcia v. Laredo Indep. Sch. Dist.*, No. 029-R10-01-2020, at *9 (Comm'r Educ. 2020). Monetary harm must be contract damages,

such as loss of salary or benefits. *See id.*
(emphasis added).

Additionally, the Order expressly warned that “[f]ailure to replead in conformity with this Order could result in dismissal of all or part of this case.” (bold emphasis omitted).

However, Petitioner’s Amended Petition for Review remained jurisdictionally insufficient to support a claim under section 7.057(a)(2)(B). Specifically, the amended pleading failed to identify any contractual provision allegedly violated or to allege a resulting contractual violation causing monetary harm. As such, Petitioner failed to provide the requisite notice of her claim, despite being afforded an opportunity to replead with specific guidance. Moreover, even assuming that Petitioner adequately alleged potential monetary harm, the Amended Petition still failed to identify the specific contractual provision allegedly breached, as required to plead a claim under section 7.057(a)(2)(B). Accordingly, the Administrative Law Judge dismissed Petitioner’s claim under section 7.057(a)(2)(B) for failure to plead facts that, if true, would entitle her to relief. *See* 19 Tex. Admin. Code § 157.1056(a).

While Petitioner’s claim under section 7.057(a)(2)(B) was dismissed, her claim under section 7.057(a)(2)(A) was permitted to proceed to briefing on the merits.

Petitioner’s Claim under section 7.057(a)(2)(A)

In her Amended Petition for Review, Petitioner claims Respondent’s board violated the Texas Education Code section 21.206(b) “by failing to give notice of proposed nonrenewal while at the same time demoting the Administrator to a classroom teaching assignment, even though by its own salary policies it denominates an Instructional Specialist as an Administrator.” Petitioner “relies on the fact that her written contract states that the District employed her as an ‘Instructional Specialist’ rather than as a ‘Teacher,’ the position to which the District has now assigned her, and that the classroom teacher salary is less than that the of the Instructional Specialist position.”

Texas Education Code section 21.206, entitled “Notice of Contract Renewal or Nonrenewal,” provides in relevant part:

The board's failure to give the notice required by Subsection (a) within the time specified constitutes an election to employ the teacher in the same professional capacity for the following school year.

Tex. Educ. Code § 21.206(b).

Subsection (a) states:

Not later than the 10th day before the last day of instruction in a school year, the board of trustees shall notify in writing each teacher whose contract is about to expire whether the board purposes to renew or not renew the contract. The notice must be delivered personally by hand delivery to the teacher on the campus at which the teacher is employed, except that if the teacher is not present on the campus on the date that hand delivery is attempted, the notice must be mailed by prepaid certified mail or delivered by express delivery service to the teacher's address of record with the district. Notice that is postmarked on or before the 10th day before the last day of instruction is considered timely given under this subsection.

Id. § 21.206(a).

Summarized, Texas Education Code section 21.206 requires timely notice of proposed nonrenewal, and if such notice is not provided, entitles the educator to continued employment in the same professional capacity for the succeeding school year. For the reasons discussed below, Petitioner's reassignment does not implicate section 21.206 and instead complies both with Petitioner's contract and applicable law. Further, Petitioner's Instructional Specialist position does not constitute an administrator role.

A. Reassignment Contract Language

On March 20, 2025, Petitioner signed an "Instructional Specialist" one-year contract for the 2025–2026 school year. On June 17, 2025, Respondent issued a reassignment letter informing Petitioner that she would be assigned to a sixth-grade teaching position for the 2025–2026 school year, with no change in salary for the duration of that school year.

Although Petitioner asserts that Respondent violated Texas Education Code section 21.206(b), that provision is not implicated under the facts of this case. At the relevant time, Petitioner's contract had already been renewed, was not nearing expiration, and was not subject to nonrenewal. Accordingly, section 21.206(a), which governs notice of proposed nonrenewal, does not apply. *See* Tex. Educ. Code § 21.206(a). Because the statute is not implicated, Petitioner's

contention that Respondent failed to provide timely notice of proposed nonrenewal is without merit.

Similarly, section 21.206(b)—which requires continued employment in the same professional capacity only when a district fails to provide timely notice of nonrenewal for an expiring contract—does not apply here. *See id.* § 21.206(b). Consequently, Petitioner’s claim that she was entitled to continued employment in the same professional capacity is likewise without merit. Petitioner has not shown that Respondent’s board violated Texas Education Code section 21.206.

In the absence of the applicability of Texas Education Code section 21.206, Respondent had no legal obligation to maintain Petitioner in the same professional capacity, and the reassignment is properly evaluated under the governing contract terms¹ and applicable law.

Petitioner’s contract includes an “Assignment/Reassignment” provision stating that “the District has the right to assign or reassign you to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the Contract.” Notably, the contract contains no restrictions on the District’s reassignment authority, nor does the contract specify position or salary. Accordingly, the reassignment at issue is authorized by, and consistent with, the terms of Petitioner’s contract.

B. *Caddo Mills Independent School District v. Sumrow*

In its Brief, Respondent relies on *Caddo Mills Independent School District v. Sumrow* to support its position that Petitioner’s reassignment to a position other than that listed in her contract does not violate Texas Education Code section 21.206. *See Sumrow v. Caddo Mills Indep. Sch. Dist.*, No. 029-R3-05-2019 (Comm’r Educ. 2020), *aff’d*, *Caddo Mills Indep. Sch. Dist. v. Sumrow*, No. 03-22-00083-CV (Tex. App.—Austin July 12, 2023, no pet.).

¹ In her Amended Petition for Review, Petitioner invoked jurisdiction under Texas Education Code section 7.057(a)(2)(B), alleging a violation of her written employment contract resulting in monetary harm. *See* Tex. Educ. Code § 7.057(a)(2)(B). Petitioner, however, failed to identify the specific contractual provision(s) allegedly violated. Accordingly, the claim was dismissed for failure to plead facts that, if true, would entitle her to relief. *See* 19 Tex. Admin. Code § 157.1056(a). The claim is therefore not properly before the Administrative Law Judge and will not be addressed on the merits.

In *Sumrow*, the Commissioner addressed whether a reassignment violated Texas Education Code section 21.206's requirement that an educator continue employment in the "same professional capacity." The petitioner, who served in an athletic director role, was reassigned to a classroom teaching position during the school year and argued that the reassignment improperly removed him from an administrative capacity. The Commissioner concluded that the reassignment did not violate section 21.206. The decision emphasized that (1) the petitioner's contract permitted reassignment, (2) the petitioner did not hold administrator certification associated with the claimed administrative role, and (3) the reassignment did not constitute an unlawful demotion during the contract term. The Commissioner further recognized that a reassignment may remain within a district's authority and consistent with the statute even where duties change significantly.

In response to Respondent's reliance on *Sumrow*, Petitioner contends that the case is distinguishable because, unlike the immediate reassignment at issue in that case, Petitioner was reassigned for the upcoming school year. This distinction, however, is inconsequential. Section 21.206's applicability does not turn on the timing of the reassignment within or between school years but on whether the statute's notice-of-nonrenewal provisions were triggered.

Petitioner's attempt to distinguish *Sumrow* on the basis that her reassignment was prospective rather than immediate is unavailing. The reasoning in *Sumrow* does not depend on when the reassignment occurred but rather on the scope of a district's reassignment authority in the absence of a statutory constraint. Section 21.206 imposes a limitation only when a district fails to provide timely notice of nonrenewal and is therefore deemed to have elected to employ the educator in the same professional capacity for the following school year. Where, as here, section 21.206 is not implicated, the timing of the reassignment—whether during the school year or in advance of the next—does not restrict the district's authority to reassign under the contract and applicable law.

The analysis next turns to Petitioner's contention that the Instructional Specialist position constitutes an administrator role.

C. Nature of Job Duties

Petitioner's job description states the following as the primary purpose:

The Instructional Specialist will work with District and Campus leaders to support teachers to strengthen lesson planning and instructional delivery; utilize instructional strategies with a focus on literacy (guided reading, writing, and guided math); provide instructional coaching in best practice; interpret and analyze data; and deliver professional learning to adult learners.

The duties associated with the Instructional Specialist position confirm that it is not administrative in nature but instead is instructional support. The role centers on supporting teachers and improving classroom instruction through coaching, modeling instructional strategies, analyzing student data, and delivering professional development. These responsibilities are collaborative and instructional, rather than managerial or supervisory. An Instructional Specialist position does not involve core administrative responsibilities, such as supervising personnel, conducting formal evaluations, making employment decisions, or exercising campus- or district-level operational authority. As such, the position cannot reasonably be classified as an administrative role.

While the Instructional Specialist may work alongside district and campus leaders, that does not confer administrative status. Instead, it is a support role for teaching and learning. Accordingly, the primary purpose and duties of the position demonstrate that it is an instructional, non-administrative role and does not constitute an administrator position for purposes of Texas Education Code section 21.206.

Importantly, the job description reinforces that the Instructional Specialist position is not administrative in nature through its education and certification requirements. While the position requires advanced degrees and a valid Texas teaching certificate, it does not require administrator certification. Under Texas law and State Board for Educator Certification rules, administrative roles are typically defined by the requirement that the employee hold an appropriate administrator certificate. The absence of such a requirement strongly indicates that the Instructional Specialist

position is not administrative, but rather a professional instructional support role within the classification of certified educators.

D. State Board of Educator Required Certification

Under 19 Texas Administrative Code section 231.753, the State Board for Educator Certification identifies those assignments that require an administrator certificate, such as superintendent, principal, and assistant principal positions. This rule reflects the State's regulatory framework for distinguishing administrative roles from other professional educator assignments. Positions requiring administrator certification are administrative in nature, and the absence of such certification is persuasive evidence that a position is not administrative. Notably, the position of Instructional Specialist is not listed among the assignments requiring administrator certification under section 231.753.

This omission is significant. It confirms that, as a matter of law and regulation, an Instructional Specialist is not an administrator position but rather a professional instructional support role within the broader category of certified educators. Even if a district informally labels a role "specialist" or "lead," that will not convert it into an "administrator" absent the certification and statutory indicators. Accordingly, Petitioner's position as an Instructional Specialist did not place her in an administrative professional capacity.

This regulatory distinction informs the analysis under Texas Education Code section 21.206. Because Petitioner did not serve in a position requiring administrator certification, her assignment was not administrative in nature. Her reassignment to a classroom teaching position therefore remained within the general category of non-administrative, professional educator roles. Under Texas law and the Agency's regulatory framework, this supports the conclusion that the reassignment did not move Petitioner outside the same professional capacity. Accordingly, the position aligns more closely with a teacher or professional employee classification rather than an administrator role.

E. Compensation Chart

Petitioner asserts that her position constituted an administrative role because it was listed within the same section as administrator positions in the Respondent's 2024–2025 compensation plan. However, the placement of a position within a compensation schedule does not reclassify that position as administrative, nor does it transform Petitioner's professional capacity into that of an administrator for purposes of Texas Education Code section 21.206.

In fact, Respondent's compensation chart—entitled “Administration Formula Chart”—undermines Petitioner's argument. In addition to listing the position of Instructional Specialist, the chart includes a wide range of positions that are plainly not administrative in nature, such as AG/FFA [Agriculture/Future Farmers of America] teacher, counselor, speech therapist, and day care director, alongside positions such as principal, assistant principal, and business manager. The inclusion of both administrative and non-administrative roles within the same chart demonstrates that placement on the chart does not classify a position as administrative.

The undisputed evidence establishes that Petitioner is not a certified administrator, has never held administrator certification, and was not treated by Respondent as an administrator. Her contract did not include the customary designation of “Certified Administrator.” Moreover, Petitioner did not perform the fundamental administrative functions: she did not supervise staff, conduct appraisals, or carry out duties traditionally associated with school district administrators. Instead, her role remained within the category of professional instructional support.

Accordingly, the record does not support Petitioner's contention that she served in an administrative capacity, and her reassignment does not constitute a violation of Texas Education Code section 21.206. Therefore, Petitioner's claim under section 21.206(b) is denied.

Conclusion

For the foregoing reasons, Petitioner's appeal is dismissed in part and denied in part.

CONCLUSIONS OF LAW

After due consideration of the record, matters officially noticed, and the foregoing Findings of Fact, in my capacity as Commissioner of Education, I make the following Conclusions of Law:

1. The Commissioner has jurisdiction over Petitioner’s appeal. Tex. Educ. Code § 7.057(a)(2)(A).

2. Petitioner’s claim under section 7.057(a)(2)(B) is dismissed for failure to set forth facts in the pleadings that would support a decision in her favor. *See* 19 Tex. Admin. Code § 157.1056(a).

3. Because, at the relevant time, Petitioner’s contract had already been renewed, was not nearing expiration, and was not subject to nonrenewal, Texas Education Code section 21.206(a) is not implicated, and the protections under section 21.206(b) do not apply. *See* Tex. Educ. Code §§ 21.206(a), (b).

4. Under *Sumrow v. Caddo Mills Independent School District*, the Commissioner has determined that Texas Education Code section 21.206 protects an educator’s continued employment in the same general professional capacity, rather than in a specific position or job title. *See Sumrow v. Caddo Mills Indep. Sch. Dist.*, No. 029-R3-05-2019 (Comm’r Educ. 2020). Where a reassignment occurs within the scope of non-administrative, professional educator roles and does not implicate the statute’s notice-of-nonrenewal provisions, such reassignment does not violate section 21.206. A reassignment is permissible where the employee lacks administrator certification, the district retains contractual authority to reassign, and the reassignment does not constitute an unlawful demotion during the contract term.

5. Because Petitioner’s contract includes an “Assignment/Reassignment” provision stating that “the District has the right to assign or reassign you to positions, duties, or additional duties and to make changes in responsibilities, work, or transfers, at any time during the Contract,” the reassignment at issue is authorized by and consistent with the contract’s terms.

6. Where Texas Education Code section 21.206 is not implicated, the timing of the reassignment—whether during the school year or in advance of the next—does not restrict the district’s authority to reassign under the contract and applicable law.

7. The fact that the “Instructional Specialist” position is not among the assignments requiring administrator certification under 19 Texas Administrative Code section 231.753 is persuasive evidence that the position is not administrative in nature.

8. Petitioner’s Instructional Specialist job description reflects primarily instructional and collaborative functions rather than managerial or supervisory responsibilities and does not require an administrator certification. The position is therefore instructional rather than administrative in nature and does not constitute an administrator position.

9. Petitioner’s Texas Education Code section 21.206(b) claim is denied.

10. The Commissioner cannot grant Petitioner’s requested relief to reverse Respondent’s board decision because the board is not found to violate a school law; to exceed the agency’s authority; to be made through unlawful procedure; to be affected by other error of law; to be supported by substantial evidence; or to be arbitrary and capricious.

11. Petitioner’s appeal is dismissed in part and denied in part.

ORDER

After due consideration of the record, matters officially noticed, and the foregoing Findings of Fact and Conclusions of Law, in my capacity as Commissioner of Education, it is hereby ORDERED that the Petitioner’s appeal be, and is hereby, DISMISSED and DENIED.

SIGNED AND ISSUED this 30th day of July 2026.

Mike Morath Digitally signed by Mike Morath
Date: 2026.07.30 11:29:57 -05'00'

MIKE MORATH
COMMISSIONER OF EDUCATION