

MARIA FANTINI,	§	BEFORE THE
Petitioner,	§	
	§	
v.	§	COMMISSIONER OF EDUCATION
	§	
HOUSTON INDEPENDENT SCHOOL	§	
DISTRICT,	§	
Respondent.	§	THE STATE OF TEXAS

DECISION OF THE COMMISSIONER

STATEMENT OF THE CASE

Petitioner Maria Fantini, a former teacher with Respondent Houston Independent School District, filed a December 10, 2025 appeal with the Commissioner of Education under Texas Education Code section 21.301. In her appeal, Petitioner challenges Respondent's board of managers' subcommittee's November 20, 2025 decision to nonrenew her one-year term contract. Petitioner asserts that the decision was arbitrary, capricious, unlawful, and/or unsupported by substantial evidence. For relief, she seeks reinstatement with back pay, benefits, and any other relief to which she is entitled. Respondent denies that its board erred and asks the Commissioner to deny Petitioner's appeal.

Adrienne Butcher is the Administrative Law Judge assigned by the Commissioner to hear this case. Petitioner is represented by her counsel, Amanda L. Reicheck, of Tillotson Johnson & Patton, in Dallas, Texas. Respondent is represented by its counsel, Miles T. Bradshaw, of Bradshaw Law, in Nacogdoches, Texas.

For the reasons below, the Commissioner denies 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. The Commissioner adopts by reference and incorporates the IHE's findings of fact, as modified by Respondent's board of managers. *See* Tex. Educ. Code § 21.304(a).

2. A subcommittee of Respondent's board of managers heard the IHE's recommendation on November 20, 2025.¹ After hearing the parties' arguments, the board voted to adopt the administration's proposed changes to the IHE's recommendation and to nonrenew Petitioner's term contract.

3. Petitioner timely appealed the board's decision to the Commissioner of Education.

4. The parties timely submitted their briefs.

DISCUSSION

Background

Respondent employed Petitioner under a one-year term contract for the 2024–2025 school year. Petitioner is Montessori-trained and taught in a Montessori school before earning her certification as a Texas public school teacher.² Since the 2015–2016 school year, Petitioner worked at Respondent's Garden Oaks Montessori campus, a magnet Montessori school, where she taught all subjects in a multi-grade classroom in the lower elementary level (grades 1–3). At the Garden Oaks campus and for the 2024–2025 school year, Petitioner's principal was Dr. Rashada Abraham-Brown, and her assistant principal and primary classroom appraiser was Sara Wrye.

To evaluate its teachers, Respondent uses the Texas Teacher Evaluation and Support System (T-TESS). In addition to Middle-of-Year (MOY) and End-of-Year (EOY) appraisals, administrators conduct "Spot," or walkthrough, observations of teachers during the school year. Spot appraisals are unannounced, brief (a few minutes) observations that provide feedback through a structured scoring guide and a score range from 0 to 15. A score of "9" is proficient, which is Respondent's expected performance level for teachers.

Based on concerns about Petitioner's classroom management, Principal Abraham-Brown assigned Petitioner fewer students in the 2024–2025 school year than the number generally

¹ For ease of reference, the subcommittee is referenced herein simply as the "board."

² The Montessori approach focuses on individualized learning, from concrete to abstract, and employs multi-grade classrooms. Because it is a Montessori campus, Garden Oaks is not subject to the New Education System (NES) that Respondent is implementing in its school district.

assigned to other classrooms.³ Of the 24 Spot observations that Principal Abraham-Brown and Assistant Principal Wrye collectively performed in Petitioner’s classroom that year, Petitioner reached a proficient score of “9” twice. Although Petitioner’s Spot observation scores generally rose through the year, her scores were inconsistent, many were in the “5” and “6” range, and all scores that issued before her nonrenewal notice fell below Respondent’s “proficient” performance expectations.

On or about April 14, 2025, Principal Abraham-Brown held a conference for the record to consider Petitioner’s future employment with Respondent. Petitioner attended the conference with a Houston Federation of Teachers representative. By letter dated May 9, 2025, Respondent notified Petitioner that its board of managers had voted to propose nonrenewal of her term contract, pursuant to Texas Education Code section 21.206(a). The nonrenewal reasons included (1) deficiencies pointed out in observation reports, appraisals, or evaluations, supplemental memoranda, or other communications; (2) incompetency or inefficiency in the performance of duties; and/or (3) any reason constituting good cause for terminating the contract during its term. Petitioner timely requested a hearing under Chapter 21, Subchapter F. The assigned IHE conducted an August 19, 2025 evidentiary hearing, and on September 17, 2025, issued a *Recommendation of the Certified Hearing Examiner* finding that Respondent failed to prove any of its nonrenewal reasons and recommending that the board renew her term contract for the 2025–2026 school year.

The board set a November 20, 2025 hearing on the IHE’s recommendation. On the day of the hearing, Respondent filed a *Proposal to Change the Hearing Examiner’s Recommendation* (Respondent’s “Proposed Decision”) with the board and served Petitioner’s counsel with a copy. After hearing the parties’ respective arguments, the board voted to adopt Respondent’s Proposed Decision and to nonrenew Petitioner’s term contract. Petitioner timely appealed the board’s decision to the Commissioner.

³ Classrooms at Petitioner’s level typically contained 22–24 students. Petitioner had 18 students and was assigned a teaching assistant.

Term contract nonrenewal procedures

School boards must timely notify teachers of proposed contract nonrenewal and must adopt employment policies that include reasons for not renewing a teacher's contract. Tex. Educ. Code § 21.203(b). A teacher who receives notice of a proposed nonrenewal may request an evidentiary hearing before an IHE under Texas Education Code Chapter 21, Subchapter F. *Id.* § 21.159. At the hearing, the school district has the burden of proving its nonrenewal reasons by a preponderance of the evidence. *Id.* § 21.256(h). After the hearing, the IHE "shall . . . make a written recommendation that includes proposed findings of fact and conclusions of law and may include a proposal for granting relief." *Id.* § 21.257(a). Within twenty days of the date the board president receives the IHE's recommendation and the hearing record, the board or its subcommittee must meet to consider the recommendation and to hear the parties' oral argument on it. *Id.* § 21.258(a), (b). After that hearing, the board makes a final decision on its proposed contract action.

After the board makes its section 21.259 decision, an aggrieved party may appeal to the Commissioner. Tex. Educ. Code § 21.301(a). On appeal, the Commissioner reviews the record of the evidentiary hearing and the oral argument before the board. *Id.* § 21.301(c). The Commissioner makes findings of fact and conclusions of law and may adopt by reference the findings and conclusions from the record. *Id.* § 21.304(a). The Commissioner may not substitute his judgment for the school board's in a nonrenewal appeal unless the board's decision is arbitrary, capricious, or unlawful, or substantial evidence does not support the examiner's findings of fact. *Id.* § 21.303(b)(2). A decision is arbitrary and capricious if it lacks a rational basis, misapplies standards, or reaches an unreasonable result. *See City of El Paso v. El Paso Elec. Co.*, 851 S.W.2d 896, 901 (Tex. App.—Austin 1993, writ denied).

In considering whether a decision is supported by substantial evidence, which is not a high standard, the Commissioner reviews the record for reasonableness; he does not reweigh the evidence. *See Reincke v. Richardson Indep. Sch. Dist.*, No. 063-R1-0607 (Comm'r Educ. 2007). This is best characterized as a rational basis test. *See Burnett v. Mart Indep. Sch. Dist.*, No. 046-

R2-03-2025 (Comm’r Educ. 2025). Even if the evidence preponderates against the board’s decision, the Commissioner must uphold it if more than a scintilla of record evidence supports it. *Id.* (citing *Goodie v. Houston Indep. Sch. Dist.*, 57 S.W.3d 646, 650 (Tex. App.—Houston [14th Dist.] 2001, pet denied)).

Petitioner’s appellate issues

Petitioner presents four issues in her brief:⁴ Whether Respondent (1) failed to establish a violation of DFBB (Local), as alleged in its proposed nonrenewal, and whether its decision was arbitrary, capricious, unlawful, and/or not supported by substantial evidence; (2) failed to comply with Texas Education Code section 21.259(a), (c), and (d); (3) failed to timely consider the IHE’s recommendation; and (4) denied Petitioner due process by rejecting parts of the IHE’s recommendation.

DFBB (Local)

In her first issue, Petitioner argues that the board’s November 20, 2025 nonrenewal decision based on reasons 1, 6, and 37 in Respondent’s Policy DFBB (Local) was not rational and thus was “arbitrary, capricious unlawful, and/or not supported by substantial evidence.”

Petitioner first argues that Respondent failed to produce adequate evidence of “actual” deficiencies. She argues that her Spot evaluation scores generally improved over time, her students performed better than in previous school years, the T-TESS system is not compatible with the Montessori education model, and Wrye was a “brand new” assistant principal who is not Montessori-certified. Petitioner also notes that the IHE found she had solicited coaching⁵ that was not provided⁶ and that campus administration often did not respond to her communications about her Spot observations. She acknowledges that Respondent provided her with a growth plan but notes the IHE’s finding that it was “very generic” and lacked “any specific way of showing how

⁴ Petitioner lists five issues, but in two of those issues, she raises alleged violations of section 21.259. Her section 21.259 claims are consolidated as issue (2).

⁵ While Petitioner argues that she received insufficient coaching, she does not show that her campus administrators were required to provide her with coaching before nonrenewal. Moreover, the record reflects that administrators provided some coaching, a model lesson, and a growth plan, albeit not specifically tailored to Petitioner.

⁶ The board rejected this finding, which was Finding of Fact 9, discussed below. In her testimony in the Subchapter F proceeding, Petitioner acknowledged that she received some coaching.

it was going to help [Petitioner] achieve the goals.” Petitioner also points to her hearing testimony that she worked hard to meet administration’s expectations and implemented what administration modeled for her, in vain.

Petitioner’s citation of mitigating evidence regarding her performance does not guide the Commissioner’s analysis in a substantial evidence review. The relevant question in such a review is whether the record contains evidence that rationally supports the board’s decision, even if other evidence contradicts it. In other words, the standard of review does not authorize the Commissioner to reweigh the evidence to determine whether the school board reached the right conclusion based on the evidence—that would be a *de novo* review. The question instead is whether a rational fact finder could reach the board’s conclusion. If it could, then the decision must be affirmed. If not, then the decision is either arbitrary, unsupported by substantial evidence, or both.

Although Petitioner showed improvement as the school year progressed and actively sought training and assistance, the record contains more than a scintilla of evidence of her deficiencies documented in observation reports, appraisals, or evaluations, or other communications. This is also evidence of Petitioner’s incompetency or inefficiency in the performance of her duties, as her performance fell below the “proficient” threshold throughout the school year. The record includes more than twenty Spot observations documenting myriad classroom management and instructional concerns and consistently reflecting Petitioner’s performance below “9,” Respondent’s proficiency standard. Principal Abraham-Brown, who had already assigned Petitioner a smaller class based on classroom management concerns, noted that Petitioner’s students were often off task and working below their appropriate rigor level. While Petitioner disagrees with her Spot observation scores, there is a rational basis to find performance deficiencies. And while Petitioner cites *Peaster Independent School District v Glodfelty*, 63 S.W.3d 1 (Tex. App.—Fort Worth 2001, no pet.), for the proposition that a school district’s allegations must be supported by some evidence, Petitioner’s case is not, as *Peaster*, based on

unsubstantiated rumors but based on more than twenty performance-based Spot observations conducted by two administrators.

Petitioner's failure to maintain a proficient performance level during the 2024–2025 school year supports the board's decision to nonrenew her contract for its first two reasons based on Policy DFBB (Local). As one preexisting policy reason is sufficient to support nonrenewal, and the record here supports two, the Commissioner does not reach the board's third reason regarding good cause.⁷ The Commissioner overrules Petitioner's first issue.

Violations of Texas Education Code section 21.259

In her second issue, Petitioner argues that Respondent failed to comply with Texas Education Code sections 21.259(a), (c), and (d). These subsections govern school boards' consideration of IHE recommendations following Subchapter F hearings and provide, in relevant part,

(a) Not later than the 10th day after the date of the board meeting under Section 21.258, the board of trustees or board subcommittee shall announce a decision that:

- (1) includes findings of fact and conclusions of law; and
- (2) may include a grant of relief.

...

(c) The board of trustees or board subcommittee may reject or change a finding of fact made by the hearing examiner only after reviewing the record of the proceedings before the hearing examiner and only if the finding of fact is not supported by substantial evidence.

(d) The board of trustees or board subcommittee shall state in writing the reason and legal basis for a change or rejection made under this section.

Petitioner argues that Respondent “issued its written determination setting forth its modification of the IHE’s findings of fact and conclusions of law” on December 10, 2025, “well after its 10-day deadline to do so” following the November 20, 2025 hearing. However, the ten-day deadline applies to the board’s *announcement of its decision* under section 21.259(a), not to its *issuance of its written reasons for its changes* under section 21.259(d), which does not have a statutory deadline. *See Judson Indep. Sch. Dist. v. Ruiz*, No. 04-13-00706-CV, 2015 Tex. App.

⁷ In addressing Policy DFBB (Local)’s good cause standard, the IHE applied the good cause standard for continuing or probationary contract mid-term termination, which is not applicable to term contracts.

LEXIS 3055, at *11–12, 2015 WL 1501758 (Tex. App.—San Antonio Mar. 31, 2015, pet. denied) (mem. op.).

Petitioner next argues that the board set out its written changes to the IHE’s recommendation through its Executive Director of Board Relations’ December 10, 2025 letter, which she argues was issued on her appeal deadline and was untimely. Petitioner is incorrect. When the board announced its decision on November 20, 2025, it also adopted the administration’s Proposed Decision that contained the section 21.259(d) written reasons for its changes:

I [Trustee Arnold] move that the Board grant [administration’s] proposal to *change the hearing officer’s recommendation for the reasons stated therein*. That the board reject conclusion of law four, reject and change conclusions of law six through 11 and change findings of fact nine and 14, as outlined in [administration’s] proposal that the board adopt the hearing officer’s recommendation, findings of fact and conclusions of law *as amended by* [administration’s] *proposal*. And that, consistent with this motion, that the Board terminate the employment of Maria Fantini and nonrenew her term contract effective immediately. (Emphasis added.)

The Proposed Decision clearly sets out the changes to the IHE’s recommendation and states the reasons and legal bases for those changes. The board’s November 20, 2025 vote adopting the Proposed Decision satisfied the board’s duty to issue the writing that section 21.259(d) requires.⁸ The Commissioner has previously recognized that a school board can, by vote, adopt a writing to satisfy section 21.259(d). *See Tittle v. Hous. Indep. Sch. Dist.*, No. 022-R1-11-2025 (Comm’r Educ. 2025). Respondent’s December 10, 2025 letter restated the board’s November 20, 2025 action and did not serve as the board’s initial written reasons for its changes. Respondent satisfied both sections 21.259(a) and (d) on November 20, 2025.

Petitioner also argues that the board twice violated section 21.259(c). First, she argues that because “it appears” that the board did not obtain the hearing record from the IHE, the board could not have considered the record before issuing its decision. *See Tex. Educ. Code* § 21.259(c).⁹ In

⁸ Petitioner also argues that *Goodie v. Houston Independent School District*, 57 S.W.3d 646, 650 (Tex. App.—Houston [14th Dist.] 2001, pet. denied), prohibits the board from issuing its written reasons for changes to a recommendation on a teacher’s deadline to appeal to the Commissioner. Because the board’s November 20, 2025 adoption of the Proposed Decision satisfied section 21.259(d), and Petitioner received a copy of the Proposed Decision on November 20, 2025, she already knew the board’s reasons for its changes well before her appellate deadline.

⁹ To support her argument, Petitioner asks the Commissioner to take judicial notice of the local record in another appeal before him. The Commissioner does not take judicial notice of evidence from other cases; each case before the Commissioner is heard on its own record.

part, Petitioner contends the board received the record indirectly from the IHE through Respondent's Board Services, and she also appears to question whether the trustees received or considered the hearing record at all.

Texas has long applied the presumption that public officials act with honesty and integrity. *See Templeton v. E. Central Indep. Sch. Dist.*, No. 462-R2-795) (Comm'r Educ. 2002) (citing *Ferguson v. Johnson*, 57 S.W.2d 372, 380 (Tex. Civ. App.—Austin 1933, writ dismiss'd w.o.j.)). Petitioner's suggestion that the board acted without due consideration of the record is inferential and insufficient, without more, to overcome this presumption. The local record that Respondent filed with the Commissioner contains the record of the hearing before the IHE, which was transferred directly or indirectly to the board, and it appears to be complete.¹⁰ There is no evidentiary basis to show the board did not consider the hearing record before deciding Petitioner's nonrenewal matter.

Second, Petitioner argues that the board usurped the IHE's role as an independent fact finder, contending, "The IHE made factual determinations on disputed issues, which the Board changed. As set forth above, the IHE's findings on disputed facts, [sic] and were supported by substantial evidence. Changing them violated TEX. EDUC. CODE § 21.259(c)."

This is a conclusory statement; Petitioner does not address what findings of fact the board changed. Moreover, school boards have authority, albeit statutorily bridled, to change IHEs' findings of fact. Assuming that Petitioner refers to the board's changes to Findings of Fact 9 and 14, as those are the enumerated fact findings that the board changed, she does not show error. The board's stated reason for changing Finding of Fact 9 was that finding's internal inconsistency, as it found both that Petitioner did and did not receive coaching. The board rejected the portion that found Petitioner did not receive coaching, citing record evidence of coaching. Correspondingly, the board also rejected Finding of Fact 14's statement that "[t]he administration never responded, assisted, or offered any type of feedback," which contradicts the changes to Finding of Fact 9 that

¹⁰ Objections to the local record's completeness must be made within seven days of the date the record is filed. 19 Tex. Admin. Code § 157.1072(d)(1). Respondent filed the local record on December 30, 2025. Petitioner did not object to its completeness.

found she received coaching. The remaining changes are to conclusions of law, not fact findings. Petitioner has not shown that the board violated section 21.259(c). Accordingly, her section 21.259(c) issue is overruled.

Timeliness of hearing on IHE's recommendation

In her third issue, Petitioner argues that the board failed to timely hold its section 21.258(a) hearing. Section 21.258(a) provides, in relevant part,

- (a) The board of trustees or a subcommittee designated by the board shall consider the recommendation and record of the hearing examiner at the first board meeting for which notice can be posted in compliance with Chapter 551, Government Code, following the issuance of the recommendation. *The meeting must be held not later than the 20th day after the date that the president of the board receives the hearing examiner's recommendation and the record of the hearing.*

Tex. Educ. Code § 21.258(a) (emphasis added).

Petitioner argues that the IHE issued his recommendation on September 17, 2025, but did not send the board the hearing record directly. It is unclear from the record when the board president received the hearing record, which is the second of the two statutory events that trigger the twenty-day period for the board to hold the section 21.258(a) hearing. *See Buchanan v. Hous. Indep. Sch. Dist.*, No. 033-R1-03-2013 (Comm'r Educ. 2013). If the IHE sent the hearing record to the board president late, but the board met within the statutory timeline of its receipt, then the board did not violate section 21.258(a). *See id.* The board president presided over the November 20, 2025 hearing and could have, if requested, confirmed the date of receipt of the hearing record for the local record. However, Petitioner did not raise any issues about the record or timeliness before the board and thus waived those issues for appellate review. *See Tucker v. Hous. Indep. Sch. Dist.*, No. 020-R1-11-2025 (Comm'r Educ. 2025).

In her reply brief, Petitioner argues that the Texas Supreme Court has begun disapproving of resolution of appellate issues “based on technicalities like waiver.” She further argues that she can only waive a *known* right. But at the November 20, 2025 hearing on the IHE's recommendation, Petitioner *knew* the IHE had issued his recommendation on September 17, 2025. Clearly, November 20, 2025, is more than twenty days after September 17, 2025. It was manifest

at that point that either (1) the board’s hearing was untimely or (2) the board president had received the hearing transcript in the preceding twenty-day period. Petitioner should have raised this issue at the November 20, 2025 hearing, as raising it then would have accomplished two goals—alerting the board to the timeliness issue and establishing evidence of when the board received the record, giving the Commissioner an evidentiary basis to determine whether the board violated section 21.258(a) by conducting a late hearing. Instead of raising this issue, though Petitioner continued without objection to present her argument to the board, which then decided her case. Because Petitioner knew or should have known all relevant facts to raise the section 21.258(a) issue on November 20, 2025, she waived that issue by failing to raise it. The Commissioner overrules Petitioner’s third issue.

Procedural Due Process

In her final issue, Petitioner raises a due process claim, arguing that she has a property right in continued employment that may not be denied absent due process. The Texas Education Code provides that “[a] teacher does not have a property interest in a contract beyond its term,” as opposed to a teacher’s interested in a contract interrupted *during* its term, which is not the case here. *See* Tex. Educ. Code § 21.204(e). Although teachers lack property interests in contracts beyond their terms, the Education Code provides statutory procedural guarantees in Subchapter F that apply to contract nonrenewal.

In her argument that the board violated her procedural due process rights, Petitioner does not address her case directly but instead points to four other recent matters where Respondent’s board rejected portions of IHEs’ recommendations. Although these matters were appealed to the Commissioner, they are not the subject of this appeal or the local record before the Commissioner, and they are not probative of Petitioner’s issues in her own nonrenewal proceeding. Moreover, Petitioner’s argument assumes that if the board is changing and rejecting IHE recommendations in other cases, it must be violating due process. School boards are authorized to make changes and rejections to IHE recommendations, provided the boards’ actions satisfy the statutory criteria

for doing so. *See* Tex. Educ. Code § 21.257. The fact that the board changed or rejected parts of IHE recommendations in other cases cannot support a due process claim in this appeal.

Conclusion

For the foregoing reasons, the Commissioner denies Petitioner's appeal.

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 this appeal of the board's decision to nonrenew Petitioner's term contract. *See* Tex. Educ. Code § 21.301(a).

2. Petitioner has not established that Respondent's decision to nonrenew her contract was arbitrary, capricious, unlawful, and/or not supported by substantial evidence.

3. Substantial evidence supports Respondent's nonrenewal reasons that Petitioner had (1) deficiencies pointed out in observation reports, appraisals, or evaluations, supplemental memoranda, or other communications, and (2) incompetency or inefficiency in the performance of duties.

4. Texas Education Code section 21.259(a)'s ten-day deadline applies to announcements of board decisions, which can be oral or written, not to subsection 21.259(d)'s requirement that the board state in writing the reason and legal basis for a change or rejection it makes under that section. Tex. Educ. Code § 21.259(a), (d).

5. Respondent's board announced its decision at its November 20, 2025 hearing, satisfying subsection 21.259(a). On the same date, the board adopted written reasons for its changes and rejections, satisfying section 21.259(d).

6. Petitioner has not shown the board violated Texas Education Code section 21.259(c). She waived the issue of the board's receipt of the hearing transcript by failing to raise that issue at the hearing. Moreover, Petitioner fails to show the board did not receive the hearing transcript.

7. Petitioner has not shown that the board erred in making changes to the IHE's recommendation under Texas Education Code section 21.259(c).

8. Petitioner waived the issue of timeliness of the board's hearing under Texas Education Code section 21.258(a) by failing to raise it before the board.

9. Petitioner fails to establish a due process violation by citing to other cases in which the board changed or rejected IHEs' recommendations. The Commissioner hears each appeal on the local record developed in that case.

10. Petitioner's appeal is denied.

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, DENIED.

SIGNED AND ISSUED this 21st day of January 2026.

Mike Morath Digitally signed by Mike Morath
Date: 2026.01.21 13:12:09 -06'00'

MIKE MORATH
COMMISSIONER OF EDUCATION