

DOCKET NO. 019-R10-10-2025

SHERRY ROOKS,	§	BEFORE THE
Petitioner,	§	
	§	
v.	§	COMMISSIONER OF EDUCATION
	§	
GALVESTON INDEPENDENT	§	
SCHOOL DISTRICT,	§	
Respondent.	§	THE STATE OF TEXAS

DECISION OF THE COMMISSIONER

Petitioner Sherry Rooks, a former employee of Respondent Galveston Independent School District, appeals to the Texas Commissioner of Education asserting that Respondent violated Texas Education Code section 21.206 by failing to provide her with notice of her contract nonrenewal. Respondent denies error and asserts that Petitioner resigned her position, which the board accepted, and that the board did not vote to nonrenew Petitioner's contract. Respondent also argues that Petitioner failed to exhaust her administrative remedies by raising her section 21.206 complaint in her grievance appeal before the board.

Adrienne Butcher is the Administrative Law Judge assigned to this case. Petitioner proceeds *pro se*. Respondent is represented by its counsel, Celena C. Vinson and Kaitlyn E. Porter, of Thompson & Horton LLP, in Houston, Texas.

Because Petitioner resigned from Respondent's school district and was not subject to nonrenewal proceedings, she fails to plead facts that could support a favorable decision on her section 21.206 claim before the Commissioner. Additionally, Petitioner did not raise her section 21.206 claim before Respondent's board and thus failed to exhaust her administrative remedies for that claim. Accordingly, the Commissioner dismisses this appeal without a merits hearing. 19 Tex. Admin. Code § 157.1056(a).

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. Petitioner began working for Respondent in or around 2013. In the 2024–2025 school year, Respondent employed Petitioner under a term contract. Under that contract, Petitioner worked as a high school teacher in Respondent’s hospitality program.

2. Respondent notified Petitioner in or around December 2024 of anticipated changes to its hospitality program. On March 5, 2025, Petitioner’s principal, Joseph Pillar, and a hospitality program supervisor, Jennifer Edenfield, met with Petitioner to discuss program changes and Petitioner’s performance issues. At their meeting, Pillar and Edenfield gave Petitioner the option to (1) resign, (2) undergo the nonrenewal process, or (3) apply for open district positions.

3. Petitioner submitted a March 19, 2025 letter of resignation addressed to Pillar, Edenfield, and the board. In her letter, Petitioner stated that it was not her desire to resign but that she nonetheless intended to do so based on the March 5, 2025 meeting, which gave her the three options identified above.

4. The board accepted Petitioner’s resignation at its April 16, 2025 meeting.

5. On May 1, 2025, an administrative assistant emailed Petitioner and a colleague notification about dirty dishes found in a shared school sink. This notification led to an email disagreement between Petitioner and Edenfield.

6. On May 12, 2025, Petitioner filed a Level 1 grievance complaining that Edenfield harassed, discriminated, and retaliated against her, citing their discussion about dirty dishes and prior instances in which Petitioner felt Edenfield targeted and harassed her. For relief, Petitioner requested an end to Edenfield’s alleged misconduct and to be reinstated to a high school teaching position.

7. Respondent’s designated hearing officer, its Director of Human Resources, held a Level 1 conference and issued a June 4, 2025 decision generally granting Petitioner’s requested relief as to her discrimination, harassment, and retaliation claims, as Respondent’s policies prohibited that conduct. Respondent denied her request for reinstatement, based on its Policy DFE (Local), which required board consent to withdraw an accepted resignation.

8. Petitioner filed a Level 2 grievance appeal. After the assigned hearing officer, Respondent's Director of Educator Talent Development, affirmed the Level 1 decision, Petitioner filed a Level 3 grievance appeal to Respondent's board of trustees.

9. The board heard and denied Petitioner's grievance appeal on October 1, 2025.

10. Petitioner timely appealed to the Commissioner on October 28, 2025, asserting that Respondent violated Texas Education Code section 21.206 by failing to timely provide her with notice of a proposed contract nonrenewal.

11. Respondent filed a Plea to the Jurisdiction and Motion to Dismiss. The Administrative Law Judge held a telephonic prehearing conference, which the parties attended. Based on the conference and the pleadings, the Administrative Law Judge issued a Proposal for Decision recommending that the Commissioner dismiss this appeal. Petitioner filed exceptions to the Proposal for Decision, which were considered.

DISCUSSION

The Commissioner's appellate jurisdiction

Petitioner did not assert a jurisdictional statute in her pleading. Because Petitioner asserts that the board violated a school law of this state and not a written provision of her employment contract, her appeal proceeds under Texas Education Code section 7.057(a)(2)(A). Section 7.057(a)(2)(A) grants the Commissioner appellate jurisdiction over school board actions or decisions that are alleged to aggrieve a petitioner and to violate a school law of this state. *See* Tex. Educ. Code § 7.057(a)(2)(A). Texas Education Code section 21.206 is a school law of this state.

Nonrenewal notice

Section 21.206 requires school districts to timely provide teachers with written notice of a proposed contract nonrenewal before the board can vote to nonrenew the teacher's term contract. Tex. Educ. Code § 21.206(a).¹ Failure to timely provide the required notice is an automatic,

¹ The notice is timely if delivered through statutorily-prescribed means "not later than the tenth day before the last day of instruction." *See* Tex. Educ. Code § 21.206(a).

statutory election to employ the teacher in the same professional capacity in the following school year. *Id.* § 21.206(b).

Petitioner claims Respondent improperly nonrenewed her term contract without providing her with the requisite section 21.206 notice. However, section 21.206 does not apply to Petitioner's appeal because the board did not vote either to propose to nonrenew or to nonrenew her contract. Instead, it heard and voted to deny the Level 3 grievance that Petitioner filed under Respondent's employee grievance policy. Petitioner's grievance before the board was not based on a section 21.206 violation but rather on her assertion that Edenfield coerced her resignation.² The validity of Petitioner's resignation does not present a potential section 21.206 violation, and as Respondent notes, the board did not proceed with nonrenewal because Petitioner had resigned.³ Although Petitioner requested as a remedy reinstatement as a teacher at the high school, that request followed her resignation, which the board accepted in its April 2025 meeting, and was not relief requested to correct an alleged improperly nonrenewal proceeding or insufficient nonrenewal notice.

In addition, Petitioner did not raise the section 21.206 notice issue that she now asserts on appeal either in her grievance or at the hearing before the board. Because she did not raise this issue below, she did not exhaust it before the board, which is an independent dismissal basis. 19 Tex. Admin. Code § 157.1056(a).

Petitioner raises no other school law(s) that the board could have violated in denying her grievance. Her complaints before the board raised harassment, discrimination, and retaliation claims against Edenfield. Texas school laws do not address these employment complaints against school personnel. For that reason, repleading would be futile.

² Petitioner's section 21.206 assertion appears to stem from Pillar's reference at the board hearing on Petitioner's grievance to his March 5, 2025 statements to Petitioner about nonrenewal. However, his statements did not render the board's hearing on Petitioner's grievance a nonrenewal decision. The board's hearing and its vote were limited to the subject matter Petitioner raised in her Level 3 grievance.

³ Petitioner does not assert she filed a grievance challenging her March 2025 resignation within Respondent's Policy DGBA (Local) timeline to do so, and any such grievance decision is not before the Commissioner in this appeal.

Conclusion

Petitioner's appeal is dismissed for failure to plead facts that could support a favorable decision and failure to exhaust administrative remedies.

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, as Petitioner asserts a school law violation by Respondent's board of trustees. *See* Tex. Educ. Code § 7.057(a)(2)(A).
2. Petitioner fails to plead facts that could support a favorable decision on her claim based on Texas Education Code section 21.206, as Petitioner resigned her position, and the board accepted her resignation. The board did not vote to nonrenew Petitioner's contract. Because no nonrenewal occurred, section 21.206 does not apply.
3. Texas Education Code section 21.206 does not apply to claims that a resignation was coerced.
4. Petitioner failed to exhaust her administrative remedies regarding her Education Code section 21.206 claim by failing to raise it in her grievance before the board.
5. Petitioner's appeal is dismissed without a merits hearing. 19 Tex. Admin. Code § 157.1056(a).

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.

SIGNED AND ISSUED this 15th day of April 2026.

Mike Morath Digitally signed by Mike Morath
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MIKE MORATH
COMMISSIONER OF EDUCATION