

HOUSTON INDEPENDENT SCHOOL
DISTRICT

§ BEFORE INDEPENDENT HEARING
§ EXAMINER

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vs.

MARIA RODRIGUEZ

§ TEXAS EDUCATION AGENCY

RECOMMENDATION OF THE CERTIFIED HEARING EXAMINER

After due consideration of the record, matters officially noticed, and the following Findings and Conclusions of Law, in my capacity as Certified Hearing Examiner, it is hereby determined that:

Petitioner has good cause to terminate Respondent's term contract pursuant Section 13 of her term contract and the Texas Education Code, Section 21.211.

IT IS RECOMMENDED that the board of trustees of the Houston Independent School District adopt the following Findings of Fact and Conclusions of Law and enter an order consistent with this recommendation.

BACKGROUND

Houston Independent School District, (HISD), Petitioner, has proposed the non-renewal of Maria Rodriguez, Respondent's term contract pursuant to the Texas Education Code, Section 21.206(a). Respondent was notified of the proposed termination by letter dated February 13, 2026. (P-23) Pursuant to Texas Education Code § 21.207, the Respondent timely requested a hearing following notice of the proposed nonrenewal of her term contract.

Petitioner was represented by Amir A. Roohi an Assistant General Counsel for Houston Independent School District.

Respondent was Pro Se and represented herself.

The hearing was held on June 23, 2026.

FINDING OF FACT

The facts of this case are pretty much undisputed.

1. Respondent was a teacher at J. Gross Elementary in the 2025-2026 school year. Respondent had a term contract. (P-1)
2. Respondent worked with children with special educational needs. (TR 88)
3. HISD is a “covered employer” under the Family Medical Leave Act (FMLA) as set forth in Board Policy DECA (LEGAL).
4. Sabrina Ikhimopka, the Director of Leave Administration for HISD testified at the hearing. As the Director of Leave, Ms. Ikhimopka is responsible for managing the processing, review, and communication related to all the District’s protected leave programs, including family medical leave (“FML”) and temporary disability leave. (TR 46)
5. Ms. Ikhimopka testified, according to HISD Board Policies DEC 8, employees are allocated a specified number of state and local personal leave days per academic year which is tied to the number of months an employee works. (P 21; TR. 47-49)
6. Ms. Ikhimopka went on to testify there are 10 days of leave for a 10-month employee. (TR 48) Employees may also roll over five unused leave days from one year to the next. (TR 48)
7. Ms. Ikhimopka testified that no matter how many days an employee has in his or her leave bank, no employee may be absent for more than 15 days per duty calendar year. (TR. 48).
8. Per Board Policy DEC8 (REGULATION), employees may not exceed the number of leave days. (P 21; TR 49-52) Employees who exceed their allotment shall be subject to disciplinary action, “up to and including termination.” (P 21)
9. The Respondent had 46 absences of which 36.5 were unpaid absences. (TR 50) Respondent was an “ineligible employee” under the FMLA as set forth in Board Policy DECA (LEGAL).

10. The Respondent was not eligible for FML because she had not worked 1250 hours in the last 12 months. (TR 56) She had not worked 1250 hours because the Respondent had been on FML the prior school year as a result of an assault. (P 13)
11. HISD has temporary disability leave which is a protected leave. (TR 58) The Respondent applied for this leave but was denied. (TR 59-62) The Respondent was denied because the correct doctor's information was not submitted. (TR 59-62)
12. Kelsi Gage an Analyst 2 for the HISD leave department, testified that she had been in this position for two and a half years. (TR 17) Ms. Gage as an analyst would process worker's compensation claims and present assault leave files to the committee of HISD. (TR 18)
13. Ms. Gage processed an Employee Injury and Treatment form (EIT form) for the Respondent. (TR 18-19; P-4) Respondent's EIT form was turned in timely and complete. (TR 19) Respondent had indicated the EIT was for an assault. (P-4)
14. Based on the allegations in the EIT form, an investigation was started. (TR 20) The Respondent was denied a claim for assault leave because there wasn't sufficient evidence to support an assault occurred. (P-7; TR 25)
15. In addition to the assault leave, Respondent was also afforded the right to submit documentation for worker's compensation. (TR 35) Ms. Gage testified the Respondent didn't obtain the proper documentation for them to thoroughly process the claim therefore the claim was closed. (TR 35-37)
16. Tracie Hart-Jackson, the Executive Director of Instruction testified in her capacity as the Executive Director of Instruction and Respondent's school principal.
17. As the Executive Director of Instruction, Ms. Hart-Jackson testified that Respondent not being present affected the student's classroom learning because the kids had special needs. (TR 88-89)
18. As the principal, Ms. Hart-Jackson testified that she was the one who made the recommendation to terminate the Respondent. (TR 90) Her rationale for requesting termination was pursuant to Board Policy as it relates to

attendance. (TR 90)

19. Ms. Hart-Jackson also testified that there were no concerns regarding the Respondent's classroom instruction. (TR 99)
20. The Respondent testified that there was no paraprofessional in the classroom and this is the reason she was injured or at the very least didn't have a witness to her injury. (TR 107-109)
21. After the assault, Respondent went to the nurse's office and presented with what she believed to be her injury. (TR 114-115)
22. The Respondent admitted that she was absent, but those absences should have been covered by FML or workers compensation because she was assaulted in the classroom by a student. (TR 113-114)
23. In addition, Respondent submitted a document from a psychiatrist that she was suffering from PTSD which was triggered by the second assault in the classroom. (P-10, P-13)

DISCUSSION

Based on the record there is no question the Respondent was absent more than the allotted number of days. There was some concern that HISD didn't recognize the Respondent's PTSD as an injury. However, the following policy regarding the assault leave explains why Respondent was ineligible:

ASSAULT LEAVE

Any eligible employee who is physically injured during the performance of the employee's regular duties, as a result of what he or she believes is an assault, may request a leave of absence to recover from the physical injuries resulting from the alleged assault. The leave of absence can only be for the duration of recovery from the physical injury and cannot extend past two years from the date of the assault. [See DEC(LOCAL), DI(LOCAL), and Texas Education Code 22.003(b).]

The policy makes it clear that the injury must be physical and not psychological. Without a physical injury Respondent was not eligible for assault leave. Further, the proper documents were not provided to the District, and the Respondent was made aware of what was needed to cure the defects. Therefore, the Respondent's request

for temporary disability leave was properly denied.

CONCLUSIONS OF LAW

After due consideration of the record, matters officially noticed, and the foregoing capacity, in my capacity as Independent Hearing Examiner, I make the following Conclusions of Law:

The Hearing Examiner has jurisdiction of this subject matter pursuant to Chapter 21, Subchapter F, §21.251 of the Texas Education Code;

Respondent is a “teacher” as defined in Sub-chapter E, §21. 201 of the Texas Education Code.

Respondent was employed by HISD pursuant to a term contract as defined in Sub-chapter E, §21.201 of the Texas Education Code.

The proposal to non-renew Respondent’s contract was made pursuant to Section 21.206(a) of the Texas Education Code and Section 13 of her term contract.

The hearing was conducted in accordance with the procedures set forth in Texas Education Code § 21.207 and 19 Tex. Admin. Code § 157.1073.

The HISD bears the burden of proof to establish, by a preponderance of the evidence, that the proposed nonrenewal is supported by one or more of the reasons set forth in Board Policy DFBB (LOCAL) and consistent with Texas Education Code § 21.211.

HISD is a “covered employer” under the Family Medical Leave Act (FMLA) as set forth in Board Policy DECA (LEGAL).

Respondent was an “ineligible employee” under the FMLA as set forth in Board Policy DECA (LEGAL).

Respondent was not entitled to assault leave pursuant to DEC(LOCAL), DI(LOCAL), and Texas Education Code 22.003(b)

Respondent was not entitled to temporary disability leave because she didn’t provide the proper documentation to show she was eligible.

SIGNED AND ISSUED this 10th day of July 2026.


Allecia Lindsey Pottinger
INDEPENDENT HEARING EXAMINER