

TEA DOCKET NO. 086-LH-12-2025

HOUSTON I.S.D.,	§	BEFORE ARTHUR J. WHITE III
PETITIONER	§	
V.	§	CERTIFIED HEARING EXAMINER
THERON GLYNN,	§	
RESPONDENT	§	THE STATE OF TEXAS

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 does have good cause for the termination of Respondent's probationary contract pursuant to Tex. Educ. Code § 21.104(a) and HISD Board Policies DEC (LEGAL), DEC (LOCAL), and DEC8 (REGULATION).

IT IS RECOMMENDED that the Board of Education of the Houston Independent School District adopt the following Findings of Fact and Conclusions of Law and enter an order consistent therewith.

BACKGROUND

Houston Independent School District ("HISD" or "the District"), Petitioner, has proposed the termination of Theron Glynn's ("Glynn"), Respondent's, one-year probationary contract pursuant to Section 15 of his contract and the Texas Education Code, Section 21.104(a), for good cause due to excessive absenteeism.

Petitioner was represented by Myra S. Chickering of Rogers, Morris & Grover, L.L.P.

Respondent appeared *pro se*.

The hearing was held on March 17, 2026.

At the hearing, after Petitioner rested its case-in-chief, Respondent moved for a continuance to obtain medical documentation and consult with legal counsel. (Tr. 45:15-46:12). Petitioner objected, and after considering the arguments, the Hearing Examiner denied the motion, noting the established scheduling order and impending recommendation deadline precluded a delay. (Tr. 46:13-48:2).

FINDINGS OF FACT

After due consideration of the evidence presented and matters officially noticed, the following Findings of Fact have been proven by a preponderance of the evidence:

Substantive Facts

1. At the time of the proposed termination, Respondent was employed by HISD as a ten-month probationary math teacher at Furr High School for the 2025-2026 school year. (Pet. Ex. 2; Tr. 22:1-3).

2. As a ten-month employee, Respondent was allocated ten days of personal leave for the school year, consisting of five state days and five local days. He had no unused “roll-over” days from the prior school year, during which he was on military leave for a significant period. (Pet. Ex. 24-1; Tr. 34:7-9).

3. HISD has clear policies governing employee attendance. Board Policy DEC8 (REGULATION) prohibits employees from exceeding their leave allotment and states that doing so shall subject the employee to disciplinary action, up to and including termination. (Pet. Ex. 24-3; Tr. 36:8-16). Sabrina Ikhimopka, HISD’s Director of Leave Administration, credibly testified that the District equitably and consistently enforces a “zero-tolerance absence policy,” recommending termination for any employee who enters unpaid status without an approved form of protected leave. (Tr. 36:14-19, 43:18-21).

4. Respondent was absent on August 1, 2025, the first day of staff professional development, in violation of campus and District policy. (Tr. 25:6-12; Pet. Ex. 5, 11).

5. Respondent was absent for seven consecutive workdays from August 11, 2025, to August 21, 2025. Respondent testified this absence was due to a mental health crisis that required hospitalization. (Pet. Ex. 11; Tr. 28:17-19, 48:10-15).

6. By the conclusion of his absence on August 21, 2025, Respondent had exhausted his entire ten-day leave allotment for the school year. (Pet. Ex. 11; Tr. 41:9-12).

7. Respondent was subsequently absent for two full days on October 8 and 9, 2025. Because he had no remaining paid leave, these absences were classified as unpaid and placed him in unpaid leave status, a direct violation of HISD Policy DEC8 (REGULATION). (Pet. Ex. 11; Tr. 29:2-5, 41:1-7, 41:13-14).

8. Respondent applied for Family and Medical Leave (FML), but his request was denied on the grounds that he had not worked the requisite 1,250 hours in the preceding twelve months to be eligible. His ineligibility was a direct consequence of his extended military leave during the prior school year. (Pet. Ex. 8; Tr. 38:4-21).

9. On August 15, 2025, during Respondent's hospitalization, HISD's Leave Administration department sent an email to Respondent informing him of the opportunity to request an accommodation under the Americans with Disabilities Act (ADA) and provided the necessary forms and instructions to do so. (Pet. Ex. 31; Tr. 39:10-22).

10. Respondent acknowledged receiving the email but admitted on cross-examination that he never completed or submitted the ADA Accommodation Request form or the required supporting medical documentation to the District. (Tr. 52:1-12). Respondent testified that he was

unable to act on the email while hospitalized due to a lack of technology and that he did not understand he needed to follow up on the process after returning to work. (Tr. 53:1-24).

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:

1. The Certified Independent Hearing Examiner has jurisdiction over this matter pursuant to Chapter 21, Subchapter F of the Texas Education Code and HISD Board Policy DFBA (LOCAL). *See* TEX. EDUC. CODE § 21.251 *et seq.*

2. Under Texas Education Code § 21.104(a), a school district's board of trustees may terminate a probationary teacher's contract at any time for "good cause as determined by the board."

3. The Commissioner of Education has defined "good cause" as an employee's failure to perform their duties in a manner that a person of ordinary prudence would have under similar circumstances, or an act that is "inconsistent with the continued existence of the employer-employee relationship." *Floyd v. Hous. Indep. Sch. Dist.*, Dkt. No. 038-R2-203 (Tex. Comm'r Educ. 2003).

4. Commissioner precedent has firmly established that excessive absenteeism and the failure to report for work without having properly invoked an approved form of leave constitutes a material breach of an employment contract and good cause for termination. *See Shaw v. Dallas Indep. Sch. Dist.*, Dkt. No. 036-R2-1103 (Tex. Comm'r Educ. 2004); *Cox v. Andrews Indep. Sch. Dist.*, Dkt. No. 092-R2-199 (Tex. Comm'r Educ. 1999).

5. HISD demonstrated by a preponderance of the evidence that Respondent violated HISD's attendance policies, specifically DEC8 (REGULATION), when he was absent on October 8 and 9, 2025, after having already exhausted his entire allotment of paid leave. These unexcused absences constitute good cause for termination.

6. Respondent's defense rests on the protections of the ADA. An employer who is on notice of a potential disability has an obligation to engage in an interactive process to determine if a reasonable accommodation is possible. HISD was aware of Respondent's hospitalization, which was sufficient to trigger this duty.

7. HISD fulfilled its initial obligation in the interactive process. By emailing Respondent the ADA accommodation request forms and instructions on August 15, 2025 (Pet. Ex. 31), the District opened the door for Respondent to seek a reasonable accommodation, such as additional unpaid leave.

8. The interactive process requires good-faith participation from both the employer and the employee. Once the employer provides the means to request an accommodation, the employee bears the responsibility of providing the necessary information, including medical certification, for the employer to evaluate the request. Respondent failed to fulfill this duty. His failure to submit the ADA request form, either during or at any point after his hospitalization, was fatal to his claim for ADA protection.

9. Because Respondent did not properly request an accommodation under the ADA, his absences on October 8 and 9, 2025, were not protected. They remained unexcused absences in violation of a clear, consistently enforced District policy. The District's "zero-tolerance" policy is enforceable against Respondent under these facts.

10. HISD has demonstrated by a preponderance of the evidence that good cause exists for the termination of Respondent Theron Glynn's probationary contract.

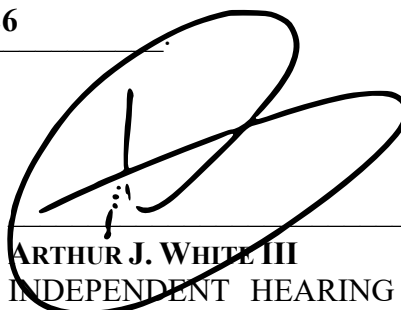
11. Respondent's appeal is DENIED.

12. HISD's proposed termination is GRANTED

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, the undersigned Independent Hearing Examiner recommends that the HISD Board of Education accept the Administration's recommendation to terminate the employment of Respondent Theron Glynn.

SIGNED AND ISSUED April 10, 2026

A large, stylized handwritten signature in black ink, consisting of a large loop and a vertical stroke, is written over a horizontal line.

ARTHUR J. WHITE III
INDEPENDENT HEARING EXAMINER
for Texas Education Agency, Austin, Texas