

**DOCKET NO. 210-LH-06-2025**

<b>HOUSTON INDEPENDENT SCHOOL DISTRICT</b>	§	<b>BEFORE BRENDETTA SCOTT</b>
	§	
	§	
<b>Petitioner</b>	§	
v.	§	<b>INDEPENDENT HEARING</b>
	§	<b>EXAMINER</b>
	§	
<b>JAMIE RUSSO</b>	§	<b>STATE OF TEXAS</b>
<b>Respondent</b>	§	

**RECOMMENDATION OF THE INDEPENDENT HEARING EXAMINER**

Based on the Findings of Fact and Conclusions of Law below, it is recommended that the Board of Trustees determine that the administration has not met its burden of proof to support the proposed nonrenewal of Respondent’s term contract. Accordingly, **Petitioner’s proposed nonrenewal of Ms. Jamie Russo’s term contract should be DENIED, and Ms. Russo’s appeal be GRANTED in all parts.**

It is further recommended that the **Board of Trustees of the Houston Independent School District adopt the Findings of Fact and Conclusions of Law** set forth in this report and issue an order consistent with this recommendation.

**The findings, conclusions, and detailed discussion in support of this recommendation appear below**

**BACKGROUND**

Pending before the Independent Hearing Examiner is the appeal of Houston Independent School District’s (HISD) recommendation to nonrenew the term contract of Respondent Jamie Russo, a 30-year educator. The Commissioner of Education appointed Brendetta Anthony Scott to conduct the hearing, make written findings of fact and conclusions of law, and issue a recommendation to the Board. The hearing was conducted on August 28 and 29, 2025. HISD was represented by Ellen Spaulding and Elizabeth Rice of Spaulding, Nichols, Lamp, Langolis. Respondent was represented by Christopher L. Tritico of Tritico Law.

**FINDINGS OF FACT**

After due consideration of and based upon the credible evidence, including the credibility of the witnesses and matters officially noticed before the Hearing Examiner, the following Findings of Fact (citations to evidence are not exhaustive or exclusive but are intended to indicate some basis for the particular finding of fact) have been proven by a preponderance of the evidence:

1. Texas Education Code Section 21.203(b) regards school district employment policies governing term contracts and requires that the employment policy adopted by a school district's board of trustees "include reasons for not renewing a teacher's contract at the end of a school year." (HISD Ex. 2); Tex. Educ. Code § 21.203(b).
2. Pursuant to Texas Education Code Section 21.203(b), HISD's Board of Trustees (the Board) adopted Board Policy DFBB (LOCAL), which includes thirty-seven (37) established reasons for the nonrenewal of a term contract at the end of a school year. (HISD Ex. 47).
3. Texas Education Code Section 21.206(a) regards notice requirements for term contract non-renewals and further obligates a school district's board of trustees to provide written notice of a proposal to non-renew a term contract "not later than the 10th day before the last day of instruction in a school year." Tex. Educ. Code § 21.206(a).
4. HISD employed Ms. Russo as a first-grade teacher at Mandarin Immersion Magnet School (MIMS) for the 2024-2025 school year under a one-year term contract. (HISD Ex. 1, 2; Tr.337:1-24). Ms. Russo has worked at HISD since 2015. (Tr. 329:24-330:8). She taught at Walnut Bend Elementary School for three years, then moved to MIMS in 2018, where she continued to serve in various teaching roles. (*Id.*). Ms. Russo previously worked at Spring Branch Independent School District (SBISD) for 15 years. (Tr. 322-10-12; HISD Ex. 43).
5. Ms. Cindy Tiet is the Principal at MIMS, a position she has held since January 2023. (Tr. 196:16-19). Before that, she served as Principal at Daily Elementary beginning in 2019. (Tr. 196:20-197:2). Ms. Tiet served as Ms. Russo's appraiser during the 2024-2025 school year. (Tr. 218:13-15).
6. Dr. Marichu Tima-An also served as an AP at MIMS during the 2024-2025 school year, and her specialty is in English Language Arts and Reading. (Tr. 112:12-113:5, 299:2-4). Dr. Tima-An served as Ms. Russo's appraiser for the 2023-2024 school year. (Tr. 112:12-113:5).
7. On May 9, 2025, Superintendent Mike Miles notified Ms. Russo of HISD's intent to nonrenew her contract. (Pet. Ex. 1)
8. Ms. Russo timely appealed the proposed nonrenewal pursuant to Texas Education Code § 21.206(a).

9. The Commissioner appointed Brendetta Anthony Scott as the Certified Independent Hearing Examiner.
10. The hearing was conducted on August 28–29, 2025, with legal representation for both parties.
11. HISD cited six grounds for nonrenewal under DFBB(LOCAL). (Pet. Ex. 1).
12. Specifically, Petitioner seeks to non-renew Respondent Pursuant to Tex. Ed. Code § 21.206(a) and DFBB(LOCAL). Section 13 of Ms. Russo’s contract states, in pertinent part, “Renewal or nonrenewal will be in accordance with Board Policies, ARs, and state law (Chapter 21, Subchapter E of the Texas Education Code).” DFBB(LOCAL) lists the specific reasons for which at the conclusion of the term of this contract, the Employee may be nonrenewed by the Board for the reason(s) stated in DFBB(LOCAL). HISD Board Policy DH(Local); specifically:
  1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
  2. Failure to fulfill duties or responsibilities. if any.
  3. Incompetency or inefficiency in the performance of duties. manner.
  6. Failure to comply with Board policies or administrative regulations.
  18. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
  37. Any reason constituting good cause for terminating the contract during its term.(Pet. Ex. 1)
13. Ms. Russo has been a professional educator for 38 years and began her career at age 22. (Vol II P 370 L 11-13)
14. Ms. Russo’s students demonstrated 100% academic growth during the 2024–2025 school year. (Res. Ex. 57)
15. Ms. Russo disputed her performance score and requested a recalculation due to disenrolled students, who were not removed from her roster affecting her metrics. (Vol II P 346-347)
16. Ms. Tiet, the building principal, testified that Ms. Russo finished the year at 83%. However, Ms. Russo repeatedly requested that the number be recalculated because there were three students on her roster that had disenrolled who had never been

- removed. They had a zero on the grade book which brings down her overall score. She should have 92% pursuant to Ms. Russo's calculation. (Vol II P 346)
17. HISD did not provide a recalculation, removing the disenrolled students, to Ms. Russo.
  18. HISD did not present evidence refuting Ms. Russo's recalculated score of 92%, removing the disenrolled students.
  19. Ms. Russo sent an email to 44 parents of first-graders explaining her non-renewal and expressing her intent to appeal. (HISD Ex. 3). In the email, she stated, "...It has been a very difficult year with constant interruptions and being "coached" to do strategies I do not feel are best practices. Being watched to teach bell to bell with only 1 brain break – no coloring – no time to sing – ALL the lights on – no time to let the brain absorb new information. I have just focused on your wonderful, smart, and curious students full of energy in our classroom." (HISD Ex. 3)
  20. On or about June 8, 2024, Ms. Russo commented on a Houston Chronicle article criticizing HISD leadership. (HISD Ex. 49, pp. HISD 000416-000420)
  21. Ms. Russo's comment, "100%! I am staying too—hopefully to watch this dictatorship fall" was made in response to public criticism of Superintendent Mike Miles. (HISD Ex. 49, pp. HISD 000416-000420)
  22. HISD alleged that Ms. Russo made critical comments regarding HISD administration, including changes that Superintendent Mike Miles was implementing, during an Intervention Assistance Team ("IAT") meeting; but Parent of Student C, Jeff Leung, testified otherwise. (Vol II P 310-317; 321)
  23. An IAT meeting is held when a student is struggling academically to review progress data and discuss potential supports or interventions offered by HISD. (Tr. 182:11-186:2). These meetings typically occur when a student is struggling or when parents request a meeting. (*Id.*). Parents attend, and the student's teacher also participates to provide academic progress data. (*Id.*). Again, both of Student C's parents attended the April 4, 2025 meeting to discuss Student C's academic progress and potential additional supports. (*Id.*).
  24. Parent Jeff Leung testified that Ms. Russo advocated for dyslexia testing and did not criticize HISD Leadership during the IAT meeting, which contradicts HISD's

- allegations that Ms. Russo made inappropriate comments about the administration during the IAT meeting. (Vol II P 310-17; 321)
25. HISD alleged that Ms. Russo misrepresented her employment history on her 2015 application. (HISD Ex. 43)
  26. Ms. Russo testified that she answered the application questions in good faith based on legal advice. (Vol II P 327-329)
  27. The settlement agreement with Spring Branch ISD indicated she was eligible for rehire. (HISD Ex. 39)
  28. When Ms. Russo was a teacher at Spring Branch ISD the district moved for her termination. (HISD. Ex's. 39-41)
  29. Ms. Russo did not notify HISD of her proposed termination form Spring Branch or the settlement. (HISD Ex. 43)
  30. HISD relied on Spot observations, Mid-Year (“MOY”) Conference, and a End of Year Conference to allege deficiencies in Ms. Russo’ instructional practices. (HISD Exs. 11–36)
  31. The 8/16/24 Spot Observation, in the Polish section states, “ I recommend incorporating a variety of Multiple Response Strategies (MRS) throughout your lesson to increase engagement and ensure all students are actively participating. If you are already implementing MRS, please continue to do so. To add rigor to the activity, consider including multiple-choice questions and short constructed responses. Great job on the read-aloud and mini-lesson connection. Please continue this practice.” (HISD Ex. 13)
  32. The 10/7/2024 Spot Observation, in the Praise section states, “...Turn and talk to your neighbor about the characters in the play.” (HISD Ex. 17)
  33. The record includes inconsistent and contradictory evidence regarding the grounds for nonrenewal.
  34. Ms. Russo’s contract states that renewal or nonrenewal will be in accordance with Board Policies and Chapter 21, Subchapter E of the Texas Education Code. (Pet. Ex. 2).

35. HISD did not present credible sufficient evidence that Ms. Russo's conduct violated specific Board policies or administrative regulations.

### DISCUSSION

The District alleged six grounds for nonrenewal under DFBB (LOCAL). (HISD Ex. 1). The District notified Ms. Russo that it was proposing her nonrenewal because of: (1) deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications; (2) failure to fulfill duties or responsibilities; (3) incompetency or inefficiency in the performance of duties; (4) failure to comply with Board policies or administrative regulations; (5) failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth; and (6) any reason constituting good cause for terminating the contract during its term. (HISD Ex. 1). Importantly, the HISD Board of Manager's (the Board) determination that only one of these six enumerated reasons exists by a preponderance of the evidence is sufficient to non-renew Ms. Russo's term contract. (*Id.*).

After reviewing the evidence and testimony presented at the hearing, the record does not support the District's position under any of these grounds. Each ground is addressed below:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications:

HISD relied on Spot observations (HISD Exs. 11–36) to show Ms. Russo failed to implement Multiple Response Strategies (MRS). However, Spot observations are subjective and inconsistent, whereas the Spots reflect that Ms. Russo was implementing MRS and then told to implement MRS. (HISD Ex. 13). For example, the 8/16/24 Spot Observation, in the Polish section states, "I recommend incorporating a variety of Multiple Response Strategies (MRS) throughout your lesson to increase engagement and ensure all students are actively participating. If you are already implementing MRS, please continue to do so..." (HISD Ex. 13). The 10/7/2024 Spot Observation, in the Praise section states, "...Turn and talk to your neighbor about the characters in the play." (HISD Ex. 17). Many of the Praise sections in the Spot observations reflect that Ms. Russo was using MRS; however, HISD was required to put something in the polish section of the Spot observation. (Vol. II, P. 148). The Spot observations were sometimes two in one day, which did not allow Ms. Russo time to plan and implement. (HISD Exs. 33 and 34). The fact that Ms. Russo's students demonstrated 100% academic growth (Res. Ex. 57) is a strong indicator of instructional effectiveness. The Commissioner has held that student outcomes are a critical measure of teacher performance (*Burnett v. HISD*, Dkt. No. 172-R2-898). Spot observations included praise for MRS usage, and the District did not establish that the subjective and mandatory polish sections of the SPOT observations constituted deficiencies sufficient for nonrenewal versus retaliation against Ms. Russo for being outspoken.

2. Failure to Fulfill Duties or Responsibilities:

Ms. Russo actively taught her students, and they achieved measurable growth. (Res. Ex.

57). She disputed her performance score due to disenrolled students remaining on her roster (Vol II P 343–346). Ms. Tiet, the building principal, testified that Ms. Russo finished the year at 83%. However, Ms. Russo repeatedly requested that the number be recalculated because there were three students on her roster that had disenrolled who had never been removed. They had a zero on the grade book which brings down her overall score. She should have 92% pursuant to Ms. Russo’s calculation. (Vol II P 346). HISD did not provide a recalculation, removing the disenrolled students, to Ms. Russo. HISD did not present evidence refuting Ms. Russo’s recalculated score of 92%, removing the disenrolled students. Ms. Russo’s efforts to clarify and improve her performance demonstrate a commitment to fulfilling her duties.

3. Incompetency or Inefficiency in the performance of duties:

The claim of incompetency is contradicted by the 100% student growth (Res. Ex. 57). Ms. Russo’s instructional effectiveness is evident, and the District did not present evidence of inefficiency beyond subjective and inconsistent observations, i.e. the SPOT observations, MOY Conference, and End of Year Conference.

4. Failure to Comply with Board policies or administrative regulations:

HISD Board Policy DH(LOCAL) and the District’s Social Media Guidelines (DH5) emphasize that employees must maintain professionalism and avoid conduct that reflects poorly on the District. DH5 specifically states that even private posts may be subject to District standards if they disrupt school operations or undermine the District’s public image. However, the guidelines also acknowledge that employees retain First Amendment rights and that disciplinary action must be based on actual disruption or misconduct, not merely criticism or personal frustration. In this case, the District has not presented evidence that Ms. Russo’s comment to the Houston Chronicle article and email to the 44 parents of first-graders caused disruption, harmed students, or interfered with her professional duties. Non-renewal under Texas Education Code §21.257 and HISD Board Policy DFBB (LOCAL) requires a showing of good cause, supported by credible and sufficient evidence. While DH5 encourages discretion and professionalism online, it does not prohibit employees from expressing frustration or criticism in private forums, especially when such speech is related to working conditions and does not disrupt the educational environment. Additionally, testimony from Parent Jeff Leung contradicted the District’s allegations that Ms. Russo made inappropriate or critical comments regarding the administration in the IAT Meeting.

5. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth to Meet Professional Growth Requirements:

HISD did not properly define the required level of professional growth or advanced coursework in using subjective observations. Ms. Russo’s students showed growth, and she engaged in efforts to improve her instructional practices. The evidence does not support this ground.

6. Any Reason Constituting Good Cause for Terminating the contract during its term:

The District alleged that Ms. Russo misrepresented her employment history on her 2015 application (HISD Ex. 43). Ms. Russo testified that she answered in good faith based on legal advice (Vol II P 327–329). The settlement agreement from Spring Branch ISD indicated she was eligible for rehire (HISD Ex. 39). The Commissioner has held that prior conduct may be considered only if discovered during the current term (*Atkinson v. Mercedes ISD*, Dkt. No. 041-R2-0408). HISD did not demonstrate that it lacked knowledge of the prior termination proposal. Additionally, Ms. Russo’s public comment on a Houston Chronicle article (HISD Ex. 49) is protected speech under *Pickering v. Board of Education*, 391 U.S. 563 (1968), as it addressed matters of public concern. The Commissioner has held that protected speech cannot be used as a basis for nonrenewal (*Goodfriend v. HISD*, Dkt. No. 079-R2-703). Additionally, a school district, with full knowledge of issues waives those issues when they choose to renew a term contract. *Goodfriend v. HISD*, No. 079-R2-703, (Comm’r. Edu., 2003). HISD did not provide credible evidence as to when HISD learned of Ms. Russo’s prior employment with Spring Branch ISD (“SBISD”) or when HISD learned that Ms. Russo, through a settlement with SBISD, resigned after she was notified of a notice of termination.

In summary, the District failed to establish by a preponderance of the evidence that Ms. Russo committed acts rising to the level of incompetency, insubordination, or good cause. The allegations were either unsupported by credible testimony, unaccompanied by relevant documentation, or contradicted by other witness accounts. The conflicting evidence presented undermines the reliability of the District’s narrative that Ms. Russo is an incompetent, insubordinate, in violation of policy, or unprofessional. Although Ms. Russo is outspoken and within her First Amendment Rights, she ensures that each student improves and grows academically. The factual disputes, lack of procedural clarity, and absence of supporting documentation do not support a finding of good cause for nonrenewal under Texas Education Code § 21.211 or HISD Policy DFBB (LOCAL). Furthermore, without consistent, persuasive evidence of incompetency, insubordination, policy violations, unprofessional conduct, or good cause, the record does not justify the proposed nonrenewal. The record supports reinstatement or, alternatively, renewal on a probationary contract.

### **CONCLUSIONS OF LAW**

After due consideration of the record, matters officially noticed, and the foregoing Findings of Fact, in my capacity as the Independent Hearing Examiner, I make the following Conclusions of Law. Any conclusion of law deemed to be a finding of fact is hereby adopted as such:

1. The Houston Independent School District is a public school district governed by the Texas Education Code and subject to the provisions of Chapter 21 regarding term contract employment.

2. Ms. Russo a classroom teacher employed under a term contract governed by Texas Education Code §§ 21.201–21.219 and HISD Board Policy DFBB (LEGAL) and (LOCAL).

3. Pursuant to Texas Education Code § 21.207, Ms. Russo timely requested a hearing following notice of the proposed nonrenewal.

4. The hearing was conducted in accordance with Texas Education Code § 21.207 and 19 Tex. Admin. Code § 157.1073.

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

6. HISD failed to meet its burden of proof on any of the six grounds cited in the notice of proposed nonrenewal:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Failure to comply with Board policies or administrative regulations.
5. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
6. Any reason constituting good cause for terminating the contract during its term.

7. The evidence presented was insufficient, inconsistent, and in some instances contradicted by other witness testimony, and therefore does not support a finding of good cause or any other basis for nonrenewal under applicable law or policy.

8. The proposed nonrenewal of Ms. Russo’s term contract is not supported by sufficient evidence and should be denied.

9. This recommendation is submitted pursuant to Texas Education Code § 21.207 and 19 Tex. Admin. Code § 157.1073 for final agency action.

**SIGNED and ISSUED this 16<sup>TH</sup> day of September 2025.**

*/s/ Brendetta Scott*

**Brendetta Scott  
Certified Independent Hearing Examiner**