

HOUSTON INDEPENDENT
SCHOOL DISTRICT,

Petitioner

v.

LAKEISHA MENIFEE,

Respondent

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BEFORE MARK D. VANCLEAVE

CERTIFIED HEARING EXAMINER

STATE OF TEXAS

**WRITTEN FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
RECOMMENDATION OF THE CERTIFIED HEARING EXAMINER**

**I.
STATEMENT OF THE CASE**

This appeal is from a termination of the Probationary Contract of Lakeisha Meniffee (hereinafter “Respondent”) by the Houston Independent School District (“HISD”). Respondent was provided notice of the termination by letter dated January 16, 2026. (HISD Notice of Proposed Termination Letter dated January 16, 2026 (hereafter referred to as “Notice Letter”). The proposed termination of Respondent was made pursuant to Paragraph 15 of her contract. (Contract - attached to HISD’s Plea to the Jurisdiction (hereafter referred to as “Contract”). Respondent was employed as a probationary teacher at Fondren Middle School for the 2025-2026 school year. *See* Contract. HISD stated in its notice letter that it was exercising the termination clause of Ms. Meniffee’s contract and terminating Ms. Meniffee for good cause. *See* Notice Letter.

Respondent requested a hearing before a Certified Hearing Examiner in compliance with the Texas Education Code Chapter 21 on April 17, 2026. Mark D. VanCleave, was appointed by the Commissioner of Education to act as the Independent Hearing Examiner (hereinafter “IHE”) to: 1) conduct the hearing; 2) make written Findings of Fact and Conclusions of Law; and 3)

make a Recommendation to the Board of Trustees for HISD. James Fallon represented Respondent. Ashley Yi, Assistant General Counsel of HISD represented HISD. HISD filed a Plea to the Jurisdiction (hereafter “HISD’s Motion”) on April 30, 2026. Respondent filed a response to HISD’s Plea to the Jurisdiction on May 14, 2026. (“Response”). The parties had an initial pre-hearing conference on May 19, 2026, wherein a hearing was conducted on HISD’s Motion contending lack of jurisdiction under Chapter 21 of the Texas Education Code.

II. FINDINGS OF FACT

After due consideration of the record and matters officially noticed, the following Findings of Fact have been proven by a preponderance of the evidence (citations to evidence are not exhaustive but are intended to indicate the basis for the particular finding of fact):

1. On May 27, 2025, Respondent signed a “One Year Employee Performance Contract” (“Contract”) with HISD for the 2025-2026 school year. (Contract)
2. Respondent was employed as an 8th Grade science teacher at Fondren Middle School during the 2025-2026 school year. (Contract)
3. The Contract authorizes HISD to terminate Respondent, for good cause, during the term of the contract. (Contract – Paragraph 15)
4. On January 15, 2026, the HISD Board of Managers (“the Board”) voted to propose the termination of Respondent’s employment with HISD. (Notice Letter)
5. The Contract does not provide Respondent with the right to appeal a decision to terminate the Contract, regardless of whether the termination occurs during or at the end of the term. (Contract)
6. The Notice Letter specifically provides that the teacher has the right to protest the proposed termination by submitting a written request for a hearing to the Commissioner of Education in accordance with Section 21.251 et. seq. of the Texas Education Code within 15 days of receipt of the letter. (Notice Letter)
7. Respondent received the Notice Letter on February 12, 2026. (USPS Tracking Receipt)
8. Fifteen days after February 12, 2026 is February 27, 2026.

9. Respondent filed an “Appeal for Review” to appeal her proposed termination directly to the Commissioner of Education on February 19, 2026, under the provisions of Tex. Educ. Code §7.057(a)(2)(A), and not under Chapter 21, Subchapter F. (Menifee Appeal for Review)
10. Respondent’s Appeal for Review complained “of the school board’s refusal to hold a hearing on the employee’s grievance regarding her appraisal.” (Menifee Appeal for Review)
11. On April 17, 2026, Petitioner and Respondent participated in a Pre-Hearing Conference with Administrative Law Judge Adrienne Butcher. (ALJ’s Pre-Hearing Conference Order)
12. The Administrative Law Judge issued an Order recommending dismissal of the Respondent’s Section 7.057 appeal due to lack of jurisdiction and noted that “procedurally, a Subchapter F hearing is not requested through an appeal or amended pleading, particularly under section 7.057, but through a request for hearing made to the Commissioner.” (Order Following Prehearing Conference)
13. Respondent requested a hearing pursuant to Chapter 21, Subchapter F, of the Texas Education Code on April 17, 2026. (Email attached to TEA Acknowledgement Letter)

III. DISCUSSION

Petitioner contends that Respondent failed to timely request a hearing examiner under Chapter 21, Subchapter F, to appeal HISD’s proposal to terminate her probationary employment contract and that said failure is fatal to Respondent claims as it deprives the Commissioner of jurisdiction. Respondent contends she timely invoked jurisdiction by filing an “Appeal for Review” with the Commissioner on February 19, 2026.

Exhaustion of Remedies

When a school district proposes to terminate a teacher's contract, the district is required to send the teacher notice of its proposed action. Once notice is received, a teacher must timely request a hearing, if the teacher wishes to contest the proposed action:

A teacher must file a written request for a hearing under this subchapter with the commissioner not later than the 15th day after the date the teacher receives written notice

of the proposed action. The teacher must provide the district with a copy of the request and must provide the commissioner with a copy of the notice.

TEX. EDUC. CODE § 21.253. In the present case, Respondent received the notice of proposed termination on February 12, 2026. The notice informed Respondent of the requirement to request a hearing within 15 days. February 27, 2026 is the fifteenth day after February 12, 2026. If Respondent wished to contest the proposed termination, she should have requested a hearing on or before February 27, 2026. Respondent did not do so. Respondent failed to exhaust administrative remedies. This failing is jurisdictional. *See El Paso Indep. Sch. Dist. v. Kell*, 465 S.W. 3d 383, 385 (Tex. App. 2015) (“Under this subsection, if the teacher desires a hearing, it must be requested within fifteen days of receiving the proposed termination notice.”). A teacher’s failure to timely appeal a school board’s proposed action is jurisdictional. *See Blake v. Grapeland Indep. Sch. Dist.*, TEA Docket No. 029-R10-0106 (Comm’r Educ. 2006) (request for hearing filed five days late resulted in teacher failing to exhaust administrative remedies); *see also Javier Reyes v. Roma ISD*, TEA Docket No. 083-R2-199 (Comm’r Educ. 2000) (A teacher’s failure to timely request a hearing deprives the Commissioner of jurisdiction...because the procedures...are mandatory and exclusive”); *Wilmer-Hutchins Indep. Sch. Dist. V. Sullivan*, 51 S.W.3d 293, 295 (Tex. 2001).

Respondent did file a document that is styled "Appeal for Review" on February 19, 2026. It should be noted that a request for a hearing under Texas Education Code Section 21.253 does not require the filing of a petition for review. In this case, the Respondent specifically attempted to invoke jurisdiction under Texas Education Code Section 7.057 and appealed directly to the Commissioner of Education in her pleading. By filing a petition for review one is indicating that one wishes to invoke the Commissioner's jurisdiction under Texas

Education Code Section 7.057 or 21.301. These provisions do not give the Commissioner the authority to assign a certified hearing examiner to hear a termination case. However, a failure to properly label a pleading or request is not necessarily fatal. Unfortunately, for Respondent filing a request for a hearing late is fatal. The request filed on April 17, 2026 is late.

Reliance and Confusion

Respondent maintains she relied on instructions and directions from HISD to her detriment and that there was some confusion about what she needed to do to request a Chapter 21 hearing and that this detrimental reliance and confusion caused her to file a defective request for an appeal to the Commissioner of Education under Tex. Educ. Code §7.057(a)(2)(A) instead of a proper request for a hearing and that the TEA should have assigned a hearing examiner based on her original filing. Respondent was responsible for exhausting administrative remedies. A party cannot by its own conduct confer jurisdiction on a court. *See Wilmer-Hutchins Indep. Sch. Dist. v. Sullivan*, 51 S.W. 3d 293, 295 (Tex. 2001). Ultimately, each party is responsible for making the correct determination as to how administrative remedies need to be exhausted. *See Blake v. Grapeland Indep. Sch. Dist.*

Conclusion

This case should be dismissed for failure to exhaust administrative remedies.

IV. CONCLUSIONS OF LAW

1. The Hearing Examiner does not have jurisdiction over this case pursuant to Chapter 21, Subchapter F, Section 21.251(a) of the Texas Education Code.
2. Under Texas Education Code § 21.253(a), if a teacher wishes to contest a notice of proposed termination, the teacher must file a written request for a hearing with the commissioner not later than the 15th day after the date the teacher receives written notice of the proposed action. TEX. EDUC. CODE § 21.253(a).

3. Respondent failed to exhaust administrative remedies by failing to request a hearing concerning the proposed termination of her probationary contract not later than the 15th day after she received notice.
4. Any conclusion of law deemed to be a finding of fact is hereby adopted as such. Likewise, any findings of fact that are deemed to be conclusions of law are hereby adopted as such.

V.
RECOMMENDATION

After due consideration of the record, matters officially noticed, and the foregoing Findings of Fact and Conclusions of Law, in my capacity as Independent Hearing Examiner, it is hereby, recommended that the Board of Trustees adopt the foregoing Findings of Fact and Conclusions of Law. The Hearing Examiner does not have jurisdiction over this case pursuant to Chapter 21, Subchapter F, Section 21.251(a) of the Texas Education Code. This matter should be dismissed for lack of jurisdiction.

SIGNED this 29th day of May, 2026.

/s/ Mark D. VanCleave

Mark D. VanCleave
INDEPENDENT HEARING EXAMINER