

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT

Petitioner

V.

KYLE MARTIN

Respondent

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BEFORE THE INDEPENDENT
HEARING EXAMINER

KELLY EVANS

THE STATE OF TEXAS

**FINAL RECOMMENDATION OF THE
INDEPENDENT HEARING EXAMINER**

Respondent, Kyle Martin, (“Martin” or “Respondent”) filed a request with the Texas Education Agency for the appointment of an Independent Hearing Examiner in response to a Notice of Intent to Recommend Proposed Termination of Term Contract issued by the Chief Human Resource Officer for the Round Rock Independent School District (“Round Rock ISD” or “Petitioner”). Kelly Evans is the Independent Hearing Examiner appointed by the Texas Commissioner of Education to preside over this cause. Respondent, Kyle Martin, is representing himself, Pro Se. Petitioner, Round Rock ISD, is represented by Cynthia Hill, Round Rock ISD General Counsel.

FINDINGS OF FACT

After due consideration of the local record and matters officially noticed, in my capacity as the Independent Hearing Examiner, I make the following Findings of Fact:

1. Respondent, Kyle Martin, is currently employed by Petitioner, Round Rock Independent School District, under a term contract duly executed under Subchapter E, Chapter 21, TEXAS EDUCATION CODE.

2. By letter to Respondent dated June 11, 2026, Eddie Curran, Chief Human Resources Officer for Round Rock ISD, issued to Respondent a written “*Notice of Intent to Recommend Proposed Termination of Term Contract*”. The purpose of which was to give Respondent formal prior notice of the administration’s plan to recommend termination of Respondent’s employment contract to the Round Rock ISD Board of Trustees. The notice expressly and explicitly gave Respondent an opportunity to submit a written response in his defense to challenge the administration’s decision prior to formal submission of the recommendation to the Board of Trustees.

3. On July 1, 2026, in response to Mr. Curran’s letter, Respondent filed an appeal with the Texas Education Agency and requested the assignment of an Independent Hearing Examiner to preside over all administrative proceedings relevant to the appeal under Chapter 21, Subchapter F, Texas Education Code.

4. On July 8, 2026, the Texas Education Agency appointed Kelly Evans to serve as the Independent Hearing Examiner. All subsequent proceedings were conducted pursuant to the applicable provisions of Chapter 21, Subchapter F of the TEXAS EDUCATION CODE.

5. On July 16, 2026, the Independent Hearing Examiner convened a pre-hearing scheduling conference. Round Rock ISD was represented by Cynthia L. Hill, its General Counsel, and Mr. Martin appeared on his own behalf and attended Pro Se. During the pre-hearing conference, both parties agreed and confirmed that there has been no official action or vote by the Round Rock ISD Board of Trustees to terminate Respondent’s employment contract.

6. In fact, according to the General Counsel for Round Rock ISD, the administration’s recommendation proposing contract termination has not yet been submitted to the Board of Trustees.

7. Thus, as of the date that Respondent filed his appeal with TEA, the Round Rock ISD

Board of Trustees had neither voted nor taken any action to terminate Respondent's employment contract.

DISCUSSION

Section 21.211, TEXAS EDUCATION CODE, vests power in a school district board of trustees to terminate a term contract for (1) good cause as determined by the board or (2) a financial exigency that requires a reduction in personnel. Upon receipt of formal notice of the Board's decision to terminate a teacher's term contract, under Texas law the teacher has a right to appeal the board's decision by filing a written request or appeal with the Texas Education Agency for the appointment of an Independent Hearing Examiner to preside over all proceedings related to the appeal, including a contested administrative hearing.

It is well-settled by prior rulings of the Commissioner of Education that a necessary condition to perfecting an appeal and the assignment of an Independent Hearing Examiner is that the teacher must receive notice of proposed termination or nonrenewal issued by the Board of Trustees only after formal action by the Board to terminate the contract. TEX. EDUC. CODE §§ 21.206-21.207, 21.251. In the absence of formal action by the school district board of trustees, the Texas Education Agency and specially, an Independent Hearing Examiner, does not have jurisdictional authority under Chapter 21, Subchapter F to adjudicate any matters concerning the possible termination of a teacher's employment contract.

In the present case, the Round Rock ISD Board of Trustees have taken no action with respect to Respondent's employment contract and have not proposed the termination of Petitioner's contract. In fact, termination of Petitioner's contract has yet to be presented by the administration to the Board for consideration. In so far as the Round Rock ISD Board of Trustees are concerned, Respondent's contract remains in full force and effect. Respondent's decision to file an appeal with the Texas

Education Agency was therefore premature. In conclusion, because there has been no action or vote of the Board of Trustees to terminate Respondent's employment contract, and no notice issued by the Board of its intent to do so, the Texas Education Agency and the Independent Hearing Examiner lack jurisdiction to litigate this appeal. TEX. EDUC. CODE § 21.301.

The Independent Hearing Examiner therefore issues this Final Recommendation to the Round Rock ISD Board of Trustees that the Independent Hearing Examiner does not have jurisdictional authority under Texas law to preside over any aspect of Respondent's appeal and therefore recommends dismissal of this appeal.

CONCLUSIONS OF LAW

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

1. Respondent, Kyle Martin, is currently employed by Petitioner, Round Rock Independent School District, under a term contract duly executed under Subchapter E, TEXAS EDUCATION CODE.

2. By letter to Respondent dated June 11, 2026, Eddie Curran, Chief Human Resources Officer at Round Rock ISD, gave Respondent written "*Notice of Intent to Recommend Proposed Termination of Term Contract*" to the Round Rock ISD Board of Trustees. The letter was signed by Mr. Curran as Chief Human Resource Officer and issued on behalf of the administration, not on behalf of or at the direction of the Round Rock ISD Board of Trustees.

3. Pursuant to §21.253 of the Texas Education Code, by letter dated July 1, 2026, Respondent filed a request for a hearing before an independent hearing examiner assigned by the Texas Commissioner of Education.

4. As of the date of Respondent's appeal and request for the appointment of an Independent Hearing Examiner there had been no vote or other legally binding action taken by the Round Rock ISD Board of Trustees to either terminate Respondent's term contract or to propose the termination of Respondent's term contract.

5. Under Texas law, a teacher has a right to the appointment of an Independent Hearing Examiner only after receiving notice of a decision from the Board of Trustees to terminate the teacher's term contract. Since there has been no formal action by the Petitioner's Board of Trustees to terminate Respondent's contract, Respondent does not have a right to a hearing or the assignment of an Independent Hearing Examiner. In effect, Respondent's appeal was filed prematurely.

6. The Independent Hearing Examiner therefore issues this Final Recommendation denying Respondent's request for a hearing and the assignment of an Independent Hearing Examiner due to lack of jurisdiction under Texas law.

FINAL 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, I recommend the Round Rock ISD Board of Trustees adopt the foregoing Findings of Fact and Conclusions of Law and dismiss this appeal in its entirety.

SIGNED AND ISSUED this 20th day of July 2026.



KELLY EVANS
INDEPENDENT HEARING EXAMINER
TEXAS EDUCATION AGENCY