

DAWN MOSES,
Petitioner,

v.

HOUSTON INDEPENDENT SCHOOL
DISTRICT,
Respondent.

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BEFORE THE

COMMISSIONER OF EDUCATION

THE STATE OF TEXAS

DECISION OF THE COMMISSIONER

STATEMENT OF THE CASE

Petitioner Dawn Moses, a former special education teacher with Respondent Houston Independent School District, filed a December 10, 2025 appeal with the Commissioner of Education under Texas Education Code section 21.301. In her appeal, Petitioner challenges Respondent's board of managers' subcommittee's November 20, 2025 decision to modify the Independent Hearing Examiner's recommendation and to nonrenew her one-year term contract. Petitioner asserts that the decision was arbitrary, capricious, unlawful, and/or unsupported by substantial evidence. For relief, she seeks reinstatement with back pay, benefits, and any other relief to which she is entitled. Respondent denies that its board erred and asks the Commissioner to deny Petitioner's appeal.

Adrienne Butcher is the Administrative Law Judge assigned by the Commissioner to hear this case. Petitioner is represented by her counsel, Amanda L. Reicheck, of Tillotson Johnson & Patton, in Dallas, Texas. Respondent is represented by its counsel, Bryce A. Corsaut, of Spalding Nichols Lamp Langlois, in Houston, Texas.

For the reasons below, the Commissioner denies Petitioner's appeal.

FINDINGS OF FACT

After due consideration of the record and matters officially noticed, it is concluded that the following Findings of Fact are established by the record and file in this case:

1. The Commissioner adopts by reference and incorporates the IHE's findings of fact, as adopted by the board. *See* Tex. Educ. Code § 21.304(a).

2. A subcommittee of Respondent's board of managers heard the IHE's recommendation on November 20, 2025.¹ After hearing the parties' arguments, the board voted to adopt the administration's proposed changes to the IHE's recommendation and to nonrenew Petitioner's term contract.

3. Petitioner timely appealed the board's decision to the Commissioner of Education.

4. Petitioner filed a December 28, 2025 Unopposed Motion for Extension of Deadlines, requesting a one-week extension for all of the parties' briefing deadlines, as well as Respondent's statutory deadline to file its answer and the local record. The Administrative Law Judge issued an order Partially Granting and Partially Denying Petitioner's Motion.

5. On January 13, 2026, Respondent filed an unopposed Motion to Supplement Record and a Supplemental Record containing November 14, 2025 correspondence between Respondent's Board Services and the subcommittee's trustees. The supplemental record includes an affidavit by Respondent's Board Service's team lead explaining the preparation of the hearing record for the board and its transfer to the board.

6. The parties timely submitted their briefs under the modified briefing schedule.

DISCUSSION

Background

Respondent employed Petitioner under a one-year term contract for the 2024–2025 school year. Petitioner began the school year as a resource teacher before Respondent reassigned her on September 27, 2024, to work on another campus as a pre-kindergarten teacher to fill in for a teacher who was on leave. Petitioner's student population included both general education and high-functioning autistic students, with a daily 45-minute “ancillary” class period that included special education students. On her new campus, Petitioner's principal was Elizabeth Espinoza, and her assistant principals were Chonita Ruiz and Dr. Kim Garner-Simmons.

On October 9, 2024, after Petitioner had worked on campus for approximately a week, Principal Espinoza reassigned her to home duty based on performance concerns. By letter dated

¹ For ease of reference, the subcommittee is referenced herein simply as the “board.”

February 14, 2025, administration notified Petitioner that the board had proposed nonrenewal of her contract. The board provided four nonrenewal reasons established in Respondent's Policy DFBB (Local):

- Insubordination or failure to comply with official directives;
- Failure to comply with Board policies or administrative regulations;
- Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, and colleagues; and
- Any reason constituting good cause for terminating the contract during its term.

Petitioner timely requested an evidentiary hearing on the proposed action, pursuant to Texas Education Code Chapter 21, Subchapter F. The assigned IHE held a June 18, 2025 evidentiary hearing, and on June 26, 2025, issued a *Recommendation of the Independent Hearing Examiner*.

The board set a November 20, 2025 hearing on the IHE's recommendation. Shortly before the hearing, Respondent filed a *Decision of the Houston Independent School District Board of Managers—Proposed by Administration* (Respondent's "Proposed Decision"). Respondent's Proposed Decision did not change the IHE's findings of fact but made the following changes to the IHE's recommendation, along with written reasons for the changes:

- Modified the introductory paragraph on the first page as an unlabeled conclusion of law;
- Modified the first, second, fourth, ninth, and twelfth paragraphs of the IHE's discussion section;
- Modified conclusions of law 6 and 8; and
- Rejected conclusion of law 7.

After hearing the parties' respective arguments, the board voted to adopt Respondent's Proposed Decision and to nonrenew Petitioner's term contract. On December 10, 2025, Respondent sent the parties a December 10, 2025 letter memorializing the board's action. Petitioner timely appealed to the Commissioner.

Term contract nonrenewal procedures

School boards must timely notify teachers of proposed contract nonrenewal and must adopt employment policies that include reasons for not renewing a teacher's contract. Tex. Educ. Code § 21.203(b). A teacher who receives notice of a proposed nonrenewal may request an evidentiary

hearing before an IHE under Texas Education Code Chapter 21, Subchapter F. *Id.* § 21.159. At the hearing, the school district has the burden of proving its nonrenewal reasons by a preponderance of the evidence. *Id.* § 21.256(h). After the hearing, the IHE “shall . . . make a written recommendation that includes proposed findings of fact and conclusions of law and may include a proposal for granting relief.” *Id.* § 21.257(a). Within twenty days of the date the board president receives the IHE’s recommendation and the hearing record, the board or its subcommittee must meet to consider the recommendation and to hear the parties’ oral argument on it. *Id.* § 21.258(a), (b). After that hearing, the board makes a final decision on its proposed contract action.

After the board makes its section 21.259 decision, an aggrieved party may appeal to the Commissioner. Tex. Educ. Code § 21.301(a). On appeal, the Commissioner reviews the record of the evidentiary hearing and the oral argument before the board. *Id.* § 21.301(c). The Commissioner makes findings of fact and conclusions of law and may adopt by reference the findings and conclusions from the record. *Id.* § 21.304(a). The Commissioner may not substitute his judgment for the school board’s in a nonrenewal appeal unless the board’s decision is arbitrary, capricious, or unlawful, or substantial evidence does not support the examiner’s findings of fact. *Id.* § 21.303(b)(2). A decision is arbitrary and capricious if it lacks a rational basis, misapplies standards, or reaches an unreasonable result. *See City of El Paso v. El Paso Elec. Co.*, 851 S.W.2d 896, 901 (Tex. App.—Austin 1993, writ denied).

In considering whether a decision is supported by substantial evidence, which is not a high standard, the Commissioner reviews the record for reasonableness; he does not reweigh the evidence. *See Reincke v. Richardson Indep. Sch. Dist.*, No. 063-R1-0607 (Comm’r Educ. 2007). This is best characterized as a rational basis test. *See Burnett v. Mart Indep. Sch. Dist.*, No. 046-R2-03-2025 (Comm’r Educ. 2025). Even if the evidence preponderates against the board’s decision, the Commissioner must uphold it if more than a scintilla of record evidence supports it. *Id.* (citing *Goodie v. Houston Indep. Sch. Dist.*, 57 S.W.3d 646, 650 (Tex. App.—Houston [14th Dist.] 2001, pet denied)).

Petitioner's appellate issues

Petitioner presents four issues in her brief:² Whether Respondent (1) failed to establish a violation of DFBB (Local), as alleged in its proposed nonrenewal, and whether its decision was arbitrary, capricious, unlawful, and/or not supported by substantial evidence; (2) failed to comply with Texas Education Code section 21.259(a), (c), and (d); (3) failed to timely consider the IHE's recommendation; and (4) denied Petitioner due process by rejecting parts of the IHE's recommendation.

Motion to extend briefing schedule

Petitioner filed a December 28, 2025 Unopposed Motion for Extension of Deadlines, requesting a one-week extension for all of the parties' briefing deadlines, as well as Respondent's statutory deadline to file its answer and the local record. Petitioner cited as her reason for the requested extension that she had two other pending Chapter 21 appeals before the Commissioner, all filed on the same date, and a mediation scheduled for January 6, 2026, which coincided with her briefing deadlines for her three Chapter 21 appeals.

Appeals brought under Texas Education Code Chapter 21, Subchapter G are subject to short statutory deadlines. The Commissioner must issue his decision within thirty days after the school district's response to the petition is due, which is twenty days after the appeal is filed. *See* Tex. Educ. Code § 21.301(b). Unlike other types of appeals, the Commissioner's Subchapter G decision deadline cannot be extended by the parties' agreement, and an untimely decision has the statutory consequence of automatically affirming the school board's decision. *See id.* § 21.304(b). Because of the short deadlines, briefing extensions are disfavored, infrequently requested, and often denied.

Because Petitioner's proposed deadline extension would, if granted, have resulted in her reply brief deadline falling two days before the Commissioner's statutory decision deadline, the requested extension was not feasible. The Commissioner cannot advance parties' Chapter 21

² Petitioner lists five issues, but in two different issues raised three subsections of section 21.259. Those claims are consolidated as issue (2).

deadlines forward a week and still have time to adequately address the appeal. For that reason, the Administrative Law Judge provided Petitioner with a reduced, three additional days to file her brief, gave Respondent a corresponding three-day extension, and maintained the reply brief deadline. While the Commissioner recognizes that the short period for Chapter 21 appeals can create logistical challenges for parties, counsel accepting Chapter 21 appeals must ensure that they have adequate resources to address these brief, rapid-docket appeals. Even if a request for extension is well founded, the Commissioner has no discretion to extend his statutory deadline. *See Jackson v. Hous. Indep. Sch. Dist.*, No. 055-R2-05-2024 (Comm’r Educ. 2024) (petitioner’s counsel’s intent to file motion for extension of briefing deadline due to late-raised health issues could not be granted in Chapter 21 appeal).

The parties timely filed their briefs under the modified briefing schedule. Petitioner’s issues are addressed below.

DFBB (Local)

In her first issue, Petitioner argues that the board’s November 20, 2025 nonrenewal decision was not rational and thus was “arbitrary, capricious unlawful, and/or not supported by substantial evidence.” Respondent initially proposed nonrenewal for four reasons stated in Policy DFBB (Local), but before the board, it proceeded only with two:

- Insubordination or failure to comply with official directives;
- Failure to comply with Board policies or administrative regulations;

Respondent argues that these nonrenewal reasons are based on incidents that occurred on October 8 and 9, 2024.

October 8, 2024

Principal Espinoza testified that she heard Petitioner yelling in her classroom as she walked the hallway, so she entered the classroom and found Petitioner with a four-year-old student, who Petitioner stated had been placing his hand in his pants. The parties dispute whether Petitioner was “yelling” at the student or raising her voice to get his attention. Regardless, Principal Espinoza admonished Petitioner to take care with how she speaks to students and not to yell at them.

October 9, 2024

Principal Espinoza saw Petitioner walking quickly down the hallway across campus from her classroom at or shortly after 7:30 a.m., when the campus’s instructional time begins. Principal Espinoza testified that she directed Petitioner to return to her classroom but that Petitioner “dismissed me and kept walking. And I told – I had to ask her three times and had to walk all the way into the copy room to tell her, ‘You need to stop and I need you to go back to class.’” Based on this testimony, the IHE made a finding of fact that Principal Espinoza had testified that she had to follow Petitioner and repeat her directive to return to her classroom several times in a short period before Petitioner complied.

Petitioner presents several arguments for why the board erred in finding the administration established a violation of DFBB (Local). First, she argues that she did not fail to comply with Principal Espinoza on the morning of October 9, 2024, but instead advised her that she needed the copier and had an experienced teacher’s aide in her classroom. Principal Espinoza testified that because it was a pre-K classroom with special needs students, she needed two adults present for safety, particularly because some students were elopement risks. Moreover, a teaching assistant plays a supportive role for the classroom teacher, who Principal Espinoza testified should be in the classroom during instructional time to greet students and provide a second adult for emergencies.

Although Petitioner characterizes this exchange as a conversation with Principal Espinoza, the evidence supports a finding that Principal Espinoza had to repeat herself several times to gain Petitioner’s compliance, which one could reasonably find to be insubordinate, a failure to follow a directive, or both. That Petitioner eventually complied with Principal Espinoza’s request after the latter said she would have the copies made for Petitioner does not negate the fact that this required repeated instructions first.

Petitioner also argues that the board erred by adopting “findings of fact” in the Proposed Decision, including that she “admitted” she did not comply with Principal Espinoza’s directive. However, the board cited this evidence as its reason for modifying the introduction paragraph’s unlabeled conclusion of law; it did not make an unauthorized finding of fact. Whether Petitioner

intended to “admit” she did not comply with a directive, by her own account, she continued to the copier with explanations rather than responding to Principal Espinoza’s request that she return, requiring Principal Espinoza to follow Petitioner and repeat herself. The board could find this conduct insubordinate or noncompliant with official directives.³

Also on October 9, 2024, Assistant Principal Ruiz entered Petitioner’s classroom during the class’s 45-minute “ancillary” (elective lessons) period, which is an integrated class with special education students. Petitioner is not an ancillary teacher, but the ancillary class time fell during her planning period. Petitioner testified that she had begun implementing new classroom systems to address discipline issues, and she was working on her new system during ancillary time. Assistant Principal Ruiz, while retrieving a student, entered Petitioner’s classroom. Ancillary teacher Patricia Jernigan directed Ruiz’s attention to Petitioner’s engagement with a special education student on her new classroom system. Ruiz intervened, and she and Petitioner argued, with Petitioner either yelling or using an “aggressive” or “firm” and loud voice in front of students. Ruiz directed Petitioner out to the hallway so they could discuss the issue, but Petitioner refused, packed her belongings, and left the classroom.⁴

Outside the school building, Petitioner encountered and spoke with visiting district administrators who just met with Principal Espinoza, one of whom was Dr. Perry. When Principal Espinoza noticed this occurring, she went outside to find Petitioner upset and venting about the campus to Dr. Perry. While initially, Petitioner did not respond to Principal Espinoza, Dr. Perry encouraged Petitioner to talk to her principal. Principal Espinoza asked Petitioner to return to her classroom, as they were short staffed, and Petitioner complied. At that point, Dr. Simmons advised

³ Petitioner takes issue with whether Principal Espinoza’s oral directive could be an “official” directive. What makes a directive “official” is not defined. The board interpreted it to include an oral instruction by the campus leader. While reasonable minds could differ on this issue, the board is the ultimate interpreter of its local policies. Its broad interpretation of this term is not unreasonable.

⁴ Respondent characterizes Ruiz’s statements to meet in the hallway as directives, and Petitioner refutes this. Directives are not necessarily formally announced. However, Ruiz was an assistant principal addressing a conflict in the classroom. Instead of complying with the request to meet in the hallway, Petitioner acknowledged that she refused, stating, “I told her that we were way past that and that I was going to leave the classroom.” Petitioner also acknowledged that she left the building and was outside when she encountered Dr. Perry, and was venting her frustrations about the campus to Dr. Perry when Principal Espinoza approached. Petitioner acknowledges that she continued talking to Dr. Perry about her frustrations, which she had not addressed with Principal Espinoza.

Principal Espinoza of the incident with Ruiz. When Dr. Simmons subsequently entered Petitioner's classroom to check on her, Petitioner was still upset and complaining to a teaching assistant about Principal Espinoza and Ruiz, again in front of students.

Having learned of the issue with Ruiz, Principal Espinoza met with Dr. Perry, Ruiz, and Dr. Simmons and, based on concerns raised in this discussion, placed Petitioner on home assignment pending investigation of these incidents. Principal Espinoza and Dr. Simmons escorted Petitioner out of the building.⁵

Petitioner argues that the board incorrectly adopted a finding that she testified at her hearing that she "admitted" to Simmons on October 9, 2024, that she had "yelled again" at a student, when her testimony was only that she told Simmons she had "raised her voice" to get a student's attention. Again, in the Proposed Decision, this is not a finding of fact but rather part of the board's statement of its reasons for its changes to the introduction's unlabeled conclusion of law. The parties do not dispute that Principal Espinoza addressed how Petitioner spoke with students after witnessing the incident with Petitioner's student on October 8, 2024. It is relevant that Petitioner's classroom was composed of very young students just entering school and that some had disabilities, including autism. A teacher's volume and demeanor toward such a population carries special concerns. Whether or not Petitioner agrees that she "yelled," Petitioner acknowledged to Simmons that she had "raised" her voice after Principal Espinoza's directive not to yell at students.

Petitioner also argues that the board made improper credibility determinations. While the IHE discussed conflicts in the testimony and what she found were factual inconsistencies that "weakened the reliability of the administration's narrative," this was part of the discussion section addressing all of the evidence; the IHE did not find that any specific evidence lacked credibility. The IHE's discussion included her reasons for finding that administration failed to meet its burden of establishing its reasons for nonrenewing Petitioner's contract, which addressed the reasoning

⁵ When passing ancillary teacher Jernigan's classroom, Petitioner opened the door and told Jernigan in front of her students that Jernigan was responsible for Petitioner leaving campus.

for her proposed conclusions of law. The board was not precluded from reaching different conclusions of law based on this evidence, provided they were supported by substantial evidence and the reasons for any changes made in writing. There is sufficient evidence, based on both the IHE's findings of fact and the undisputed evidence discussed above, to support the board's nonrenewal decision.

Petitioner's first issue is overruled.

Violations of Texas Education Code section 21.259

In her second issue, Petitioner argues that Respondent failed to comply with Texas Education Code sections 21.259(a), (c), and (d). These subsections govern school boards' consideration of IHE recommendations following the Subchapter F hearings. They provide, in relevant part,

- (a) Not later than the 10th day after the date of the board meeting under Section 21.258, the board of trustees or board subcommittee shall announce a decision that:
 - (1) includes findings of fact and conclusions of law; and
 - (2) may include a grant of relief.
- ...
- (c) The board of trustees or board subcommittee may reject or change a finding of fact made by the hearing examiner only after reviewing the record of the proceedings before the hearing examiner and only if the finding of fact is not supported by substantial evidence.
- (d) The board of trustees or board subcommittee shall state in writing the reason and legal basis for a change or rejection made under this section.

Petitioner argues that Respondent "issued its written determination setting forth its modification of the IHE's findings of fact and conclusions of law" on December 10, 2025, "well after its 10-day deadline to do so" after the November 20, 2025 hearing. However, the ten-day deadline applies to the board's *announcement of its decision* under section 21.259(a), not to its *issuance of its written reasons for its changes* under section 21.259(d), which does not have a statutory deadline. The board announced its decision on November 20, 2025, and it also adopted findings of fact and conclusions of law, with written changes to the IHE's recommendation, when it voted to pass the following motion:

I [Trustee Arnold] move that the Board grant the relief requested in [Respondent's] pleading titled Decision of the Houston Independent School District Board of

Managers Proposed by Administration for the reasons stated therein, that the Board modify the introduction paragraph on page one as requested; that the Board modify the first paragraph of the discussion section as requested; that the Board modify the second, fourth, ninth and 12th paragraphs as requested; that the Board modify the sixth and eighth conclusions of law and reject the seventh conclusion of law as requested; that the Board adopt the hearing officer's recommendation, conclusions of law and findings of fact as modified by this motion and that, consistent with this motion, that the Board terminate the employment of Dawn Moses and nonrenew her contract effective immediately.

The board's November 20, 2025 vote satisfied its requirement to announce its decision within ten days under section 21.259(a), as well as the writing required under section 21.259(d) for changes to the recommendation. The Commissioner has previously recognized that a school board can by vote adopt a writing to satisfy section 21.259(d). *See Tittle v. Hous. Indep. Sch. Dist.*, No. 022-R1-11-2025 (Comm'r Educ. 2025). Therefore, Respondent also satisfied section 21.259(d) on November 20, 2025. *See Judson Indep. Sch. Dist. v. Ruiz*, No. 04-13-00706-CV, 2015 Tex. App. LEXIS 3055, at *11–12, 2015 WL 1501758 (Tex. App.—San Antonio Mar. 31, 2015, pet. denied).

Petitioner points to the Executive Director of Board Relations' December 10, 2025 letter that states the board's November 20, 2025 action. Even if the board had announced its reasons for its changes to the IHE's recommendation for the first time in the December 10, 2025 letter, Petitioner would not show Respondent violated subsection 21.259(d), as it is not subject to subsection 21.259(a)'s ten-day announcement deadline. Petitioner fails to show the board violated either section 21.259(a) or (d).

Petitioner also argues that the board violated section 21.259(c) because “[t]he record contains no indication that Respondent obtained the record from the IHE.” Petitioner argues that without the record, the board could not have considered the record before issuing its decision, as required, and therefore, its decision was not supported by substantial evidence. *See Tex. Educ. Code* § 21.259(c). To support her argument, Petitioner asks the Commissioner to take judicial notice of the local record in another appeal before him. The Commissioner cannot take judicial notice of evidence from other cases; each case is heard on its own record.

However, Respondent filed an unopposed motion to supplement the record on January 13, 2026, which is granted. The supplemental record includes an affidavit reflecting that on November 14, 2025, Respondent's Board Services sent the board president and subcommittee members records for Petitioner's hearing. The local record that Respondent filed with the Commissioner on December 30, 2025, contains the hearing record before the IHE, including the hearing transcript and the parties' related filings, and appears to be complete.⁶ There is not a sufficient basis to assume the board did not consider the hearing record before deciding Petitioner's nonrenewal matter.

Petitioner has not shown that the board violated section 21.259(c). Accordingly, her section 21.259(c) issue is overruled.

Timeliness of hearing on IHE's recommendation

In her third issue, Petitioner argues that the board failed to timely hold its section 21.258(a) hearing. Section 21.258(a) provides, in relevant part,

- (a) The board of trustees or a subcommittee designated by the board shall consider the recommendation and record of the hearing examiner at the first board meeting for which notice can be posted in compliance with Chapter 551, Government Code, following the issuance of the recommendation. *The meeting must be held not later than the 20th day after the date that the president of the board receives the hearing examiner's recommendation and the record of the hearing.*

Tex. Educ. Code § 21.258(a) (emphasis added).

Petitioner argues that the IHE issued her recommendation on June 26, 2025, but did not send the board the hearing record directly. Although section 21.258(a) contemplates the board president receiving the record of the hearing from the IHE, if the IHE sent the hearing record to Board Services, that is the IHE's action, not a board violation of section 21.258(a). The supplemental record reflects that the board received the record of the hearing on November 14, 2025, and conducted the hearing November 20, 2025, fewer than twenty days later. Thus, the record does not establish that the board's hearing violated section 21.258(a).

⁶ Objections to the local record's completeness must be made within seven days of the date the record is filed. 19 Tex. Admin. Code § 157.1072(d)(1). Petitioner did not timely object to its completeness.

This issue is overruled.

Procedural Due Process

In her fourth and final issue, Petitioner raises a due process claim, arguing that she has a property right in continued employment that may not be denied absent due process. The Texas Education Code provides that “[a] teacher does not have a property interest in a contract beyond its term,” as opposed to a teacher’s interested in a contract interrupted *during* its term, which is not the case here. *See* Tex. Educ. Code § 21.204(e). Although teachers lack property interests in contracts beyond their terms, the Education Code provides statutory procedural guarantees in Subchapter F that apply to contract nonrenewal.

In her argument that the board violated her procedural due process rights, Petitioner does not address her case directly but instead points to four other recent matters where Respondent’s board rejected portions of IHEs’ recommendations. Although these matters were appealed to the Commissioner, they are not the subject of this appeal or the local record before the Commissioner, and they are not probative of Petitioner’s issues in her own nonrenewal proceeding. Moreover, Petitioner’s argument assumes that if the board is changing and rejecting IHE recommendations in other cases, it must be violating due process. School boards are authorized to make changes and rejections to IHE recommendations, provided the boards’ actions satisfy the statutory criteria for doing so. *See* Tex. Educ. Code § 21.257. The fact that the board changed or rejected parts of IHE recommendations in other cases cannot support a due process claim in this appeal.

Conclusion

For the foregoing reasons, the Commissioner denies Petitioner’s appeal.

CONCLUSIONS OF LAW

After due consideration of the record, matters officially noticed, and the foregoing Findings of Fact, in my capacity as Commissioner of Education, I make the following Conclusions of Law:

1. The Commissioner has jurisdiction over this appeal of the board’s decision to nonrenew Petitioner’s term contract. *See* Tex. Educ. Code § 21.301(a).

2. Petitioner has not established that Respondent's decision to nonrenew her contract was arbitrary, capricious, unlawful, and/or not supported by substantial evidence.

3. Substantial evidence supports Respondent's nonrenewal reasons that Petitioner (1) engaged in insubordination or failed to comply with official directives and (2) failed to comply with board policies or administrative regulations.

4. Texas Education Code section 21.259(a)'s ten-day deadline applies to announcements of board decisions, which can be oral or written, not to subsection 21.259(d)'s requirement that the board state in writing the reason and legal basis for a change or rejection it makes under that section. Tex. Educ. Code § 21.259(a), (d).

5. Respondent's board announced its decision at its November 20, 2025 hearing, satisfying subsection 21.259(a). On the same date, the board adopted written reasons for its changes and rejections to the IHE's recommendation, satisfying section 21.259(d).

6. Petitioner has not shown the board violated Texas Education Code section 21.259(c). She waived the issue of the board's receipt of the hearing transcript by failing to raise that issue at the hearing. Moreover, Petitioner fails to show the board did not receive the hearing transcript.

7. Petitioner waived the issue of timeliness of the board's hearing under Texas Education Code section 21.258(a) by failing to raise it before the board.

8. Petitioner fails to establish a due process violation by citing to other cases in which the board changed or rejected IHEs' recommendations. The Commissioner hears each appeal on the local record developed in that case.

9. Petitioner's appeal is denied.

ORDER

After due consideration of the record, matters officially noticed and the foregoing Findings of Fact and Conclusions of Law, in my capacity as Commissioner of Education, it is hereby ORDERED that the Petitioner's appeal be, and is hereby, DENIED.

SIGNED AND ISSUED this 27th day of January 2026.

Mike Morath Digitally signed by Mike Morath
Date: 2026.01.27 10:11:50 -06'00'

MIKE MORATH
COMMISSIONER OF EDUCATION