

DOCKET NO. 029-LH-10-2025

HOUSTON INDEPENDENT	§	BEFORE SHAKEATHA DAVIS
SCHOOL DISTRICT, <i>Petitioner</i> ,	§	
	§	CERTIFIED INDEPENDENT
v.	§	HEARING EXAMINER
	§	
ALASTER GAINES, <i>Respondent</i> .	§	FOR THE STATE OF TEXAS

RECOMMENDATION OF THE INDEPENDENT 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:

The Petitioner has met its burden of proof to support the proposed termination of Respondent, Ms. Gaines', Chapter 21 term contract.

Accordingly, it is recommended that the proposed termination of Ms. Gaines's Chapter 21 term contract be SUSTAINED.

I. BACKGROUND

Pending before the Honorable Independent Hearing Examiner is an appeal of the Houston Independent School District's recommendation to terminate Respondent, Ms. Gaines's, Chapter 21 term contract.

The Commissioner of Education appointed Shakeatha Davis to:

- (1) conduct the evidentiary hearing;
- (2) make written Findings of Fact and Conclusions of Law; and
- (3) make and issue a Recommendation to the Board of Trustees of the Houston Independent School District.

The Independent Hearing Examiner conducted the hearing on January 20–21, 2026.

Giana Ortiz, of The Ortiz Law Firm, served as legal counsel for Ms. Gaines during the appeal and represented her at the hearing. Izzy G. Anderson, with the law firm of Spalding Nichols Lamp Langlois, served as legal counsel for the District during the appeal and represented the District at the hearing.

Testifying for the District were Kevin Alaniz, Chastity Caesar, Leon Scott, Jarred A. Taylor, and Claudia Hernandez. Testifying for Ms. Gaines were Ms. Gaines, Danielle Moutry, Cheryl Elijah, and Ms. Byous.

The following are the Findings of Fact, Discussion, and Conclusions of Law upon which the Recommendation is based.

II. FINDINGS OF FACT

After due consideration of the testimony, documentary exhibits admitted into evidence, and the entire record, the Independent Hearing Examiner makes the following Findings of Fact. The citations referenced are illustrative of the supporting evidence and are not intended to be exhaustive.

1. Ms. Gaines was employed by the Houston Independent School District (“District”) pursuant to a Chapter 21 term contract during the 2025–2026 school year.

(Tr. Day 1, p. 12, ll. 1–10; Joint Ex. P1)

2. On or about October 10, 2025, the District issued written notice proposing termination of Ms. Gaines’ Chapter 21 term contract.

(Tr. Day 1, p. 14, ll. 3–18; Joint Ex. P4)

3. The notice of proposed termination identified alleged failures relating to:

- (a) compliance with supervisory directives;
- (b) implementation and documentation of student accommodations; and
- (c) administration of required assessments.

(Tr. Day 1, p. 18, ll. 4–25; p. 19, ll. 1–12; Joint Ex. P4)

4. District administrator Kevin Alaniz testified that Ms. Gaines was provided specific directives regarding the documentation systems to be used and the procedures for implementing and documenting student accommodations.

(Tr. Day 1, p. 24, ll. 6–25; p. 25, ll. 1–18; Joint Exs. P12, P18)

5. Mr. Alaniz testified that Ms. Gaines did not consistently implement or document required accommodations in the manner directed, despite receiving feedback and corrective guidance.

(Tr. Day 1, p. 45, ll. 3–25; p. 46, ll. 1–15; Joint Exs. P21, P22)

6. District witnesses further testified that Ms. Gaines continued using a documentation system different from the system required by the District after corrective directives were issued.

(Tr. Day 1, p. 53, ll. 8–25; p. 54, ll. 1–12; Joint Ex. P23)

7. Ms. Gaines testified that she understood the directives issued by the District but believed that her alternative documentation system was sufficient.

(Tr. Day 2, p. 34, ll. 5–25; p. 35, ll. 1–14)

8. Ms. Gaines acknowledged that she used a documentation method different from the method directed by the District.

(Tr. Day 2, p. 38, ll. 9–22)

9. The evidentiary record included District policies, correspondence, evaluations, and employment records relevant to the allegations contained in the notice of proposed termination of Ms. Gaines' term contract.

(Tr. Day 1, p. 30, ll. 1–15; Joint Exs. P6, P9, P35–P38)

10. Conflicting testimony was presented regarding the scope and application of certain directives and Ms. Gaines' compliance with those directives. The Hearing Examiner resolved those conflicts by weighing the evidence as a whole.

11. Ms. Gaines received notice of the allegations against her and was afforded a meaningful opportunity to be heard at the evidentiary hearing.

(Tr. Day 1, p. 1, ll. 1–15; Tr. Day 2, p. 1, ll. 1–10)

III. DISCUSSION

The issue before the Independent Hearing Examiner is whether the Houston Independent School District proved, by a preponderance of the evidence, that good cause exists to terminate Ms. Gaines' Chapter 21 term contract.

The District presented evidence that Ms. Gaines was given clear directives regarding required documentation systems and procedures for implementing and documenting student accommodations. Testimony from District administrators established that Ms. Gaines continued

to use a documentation system different from the system required by the District after receiving feedback and corrective guidance.

Ms. Gaines testified that she understood the directives but believed her alternative documentation method was sufficient. The Hearing Examiner considered this testimony together with the District's evidence regarding its expectations and the corrective directives that were communicated.

Although the record contains conflicting testimony regarding the scope and application of certain directives, the Hearing Examiner resolved those conflicts by weighing the evidence as a whole. The evidence demonstrates that Ms. Gaines understood the District's directives and nevertheless continued practices inconsistent with those directives.

Based on the totality of the evidence, the Hearing Examiner concludes that the District established conduct inconsistent with the continued existence of the employment relationship. The record therefore supports a finding of good cause under Texas Education Code Chapter 21.

IV. 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:

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. Gaines is a classroom teacher employed by the District under a Chapter 21 term contract governed by Texas Education Code §§ 21.201–21.259 and HISD Board Policy DFBB (LEGAL) and (LOCAL).
3. Pursuant to Texas Education Code § 21.251, Ms. Gaines timely requested an independent hearing following notice of the proposed termination of her term contract.
4. The hearing was conducted in accordance with the procedures set forth in Texas Education Code Chapter 21, Subchapter F, the Texas Administrative Procedure Act, and applicable due process requirements, including 19 Texas Administrative Code § 157.1073.
5. The District bears the burden of proof to establish, by a preponderance of the evidence, that the proposed termination of Ms. Gaines’s term contract is supported by good cause, as required by Texas Education Code § 21.256(h) and HISD Board Policy DFBB (LOCAL).
6. Based on the evidence admitted into the record, the District met its burden of proof to establish good cause for termination of Ms. Gaines’s term contract.
7. The evidence presented was sufficient and credible and supports a finding that Ms. Gaines engaged in conduct inconsistent with the continued existence of the employment relationship.
8. The proposed termination of Ms. Gaines’s Chapter 21 term contract is supported by the evidence, is consistent with applicable law and policy, and should be SUSTAINED.
9. This Recommendation is submitted pursuant to Texas Education Code §§ 21.251–21.259 and 19 Texas Administrative Code § 157.1073 for final agency action by the Board of

Trustees of the Houston Independent School District.

V. FINAL RECOMMENDATION

After due consideration of the evidence and matters officially noticed, and based on the foregoing findings of fact and conclusions of law, I respectfully RECOMMEND that the Houston Independent School District's Board of Managers adopt the foregoing findings of fact and conclusions of law and approve the Administration's proposal to terminate Respondent Alaster Gaines' 2025-2026 One-Year Employee Term Contract for good cause.

SIGNED AND ISSUED this 6th Day of February, 2026.



Shakeatha Davis,

Certified Independent Hearing Examiner