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**Commissioner Decisions Update**

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# Commissioner Decisions Update

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## Survey of Commissioner of Education Decisions

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The commissioner issued 50 decisions in 2018, not including decisions related to special education. These opinions cover a range of topics, including nonrenewals, reassignments, detachment and annexation, and local grievances.

Significant decisions are summarized below, categorized by subject matter, and arranged alphabetically under each heading.

### NONRENEWALS

#### **Teacher cannot request a second nonrenewal hearing after withdrawing initial hearing request.**

After Refugio ISD proposed nonrenewal of Anthony Quintanilla’s term contract, he promptly requested a hearing. Upon receipt of the request, the district scheduled the hearing and notified Quintanilla. Quintanilla immediately responded that he desired to withdraw his request for a hearing, but the district held the hearing as scheduled without Quintanilla. Quintanilla subsequently requested another hearing on the proposed nonrenewal, which the district did not honor. Quintanilla alleged that the district violated [Texas Education Code section 21.207](#), when it did not hold a subsequent hearing after he submitted a new request for the nonrenewal hearing.

On appeal, the commissioner analyzed whether a district must offer a hearing after an initial request for a hearing is withdrawn. Crediting the “general collegiality of the school law bar,” the commissioner observed that this question had not been addressed in the thirty-six years that the Term Contract Renewal Act had been in place. Under Texas Education Code section 21.207, a teacher is required to request a hearing within fifteen days of receiving notice of nonrenewal and the district is required to provide a hearing within 15 days of receiving a request for a hearing. Because the legislature intended Section 21.207 to create a prompt resolution for proposed nonrenewals, the commissioner determined that a teacher may not request a hearing, withdraw the request, and then submit another request about the same notice of proposed nonrenewal. In denying the claim, the commissioner stated that a teacher may lawfully withdraw a request for a nonrenewal hearing, but cannot then make a second request for a hearing. *Quintanilla v. Refugio Indep. Sch. Dist.*, Tex. Comm’r of Educ. Decision No. 056-R1-06-2018 (Aug. 6, 2018).

## REASSIGNMENTS

### **Commissioner lacks jurisdiction over mid-contract reassignments to a different administrator position.**

Rio Grande City CISD employed Pablo Martinez on a three-year contract as a Certified Professional Administrator. For several years, Martinez served as the Director of Parental Involvement. Before the start of the third year of a three-year contract, the district reassigned him to the position of Truancy Officer. Martinez grieved the reassignment, requesting to be returned to his original position. The district responded by reassigning Martinez to Attendance and Adjudication Administrator. Martinez appealed the reassignment to the commissioner, arguing that the reassignment violated his contract and [Texas Education Code section 21.206](#), which requires a district to employ a teacher in the same professional capacity unless notice of nonrenewal is given. The district argued that the district did not violate the contract, did not cause monetary harm, and because the contract was not about to expire, Section 21.206(b) was not applicable.

On appeal, the commissioner addressed the jurisdictional issue, stating that jurisdiction over a written contract under [Texas Education Code section 7.057\(a\)\(2\)\(b\)](#) requires a violation of a written employment contract and monetary harm. Because Martinez did not claim he lost salary or benefits, the commissioner dismissed the claim for lack of jurisdiction. Addressing the claim that the district violated Texas Education Code section 21.206, the commissioner held that the requirement to employ a teacher in the same professional capacity is only triggered when a contract is about to expire. Because the district had reassigned Martinez for the third year of a three-year contract, the district did not violate Section 21.206(a). *Martinez v. Rio Grande City Consol. Indep. Sch. Dist.*, Tex. Comm’r of Educ. Decision No. 040-R3-03-2018 (Sept. 17, 2018).

### **Commissioner upheld reassignment from Athletic Director to Attendance and Adjudication Administrator.**

Rio Grande ISD employed Reynaldo Ramirez as an athletic director from 2006 to 2017 on a “Certified Professional Administrator” contract. During the summer of 2017, the district reassigned Ramirez to the position of attendance and adjudication administrator without reducing his salary. Ramirez complained that the reassignment breached his contract, constituted a demotion, and violated [Texas Education Code section 21.206](#), requiring employment in the same professional capacity for the subsequent year.

On appeal, the commissioner dismissed Ramirez’s breach of contract claim for lack of jurisdiction because Ramirez did not identify a portion of his contract that the district

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