

165. The Record as a whole establishes the fact that the Respondent failed to comply with standard practices and conduct toward colleagues and failed to enforce school district policy with his own conduct and intentional omissions. (*Record as a whole*).

166. The IHE finds the Growth Plan of January 12, 2023, given to Respondent was unreasonable and unrealistic. Exh. R – 12. See also [Tr. Vol. 4, 256:10-25, 257:1-25, and 258:1-13].

Discussion

This Independent Hearings Examiner (IHE) is tasked with passing judgment on an educator who has been employed as an educator or teacher up through Superintendent in some form or fashion for over 23 years with United ISD. His performance evaluations as Superintendent for school years 2021 – 2022 and 2022-2023 were either meeting expectations, exceeding expectations and/or clearly outstanding performance. Exhs. R -- 15 and 16.

Respondent had been the subject of three complaints, two of which stem from the same time period of August 29, 2011 (Ana Cordova), and resurfacing on August 10, 2023 (Ana Cordova), and the other of April 29, 2017 (Rosalinda Perez). The August 29, 2011, one found “no evidence to corroborate the allegations” and the other no evidence to support of June 21, 2017. Exhs. R - 8 and 20. The most recent one was re-routed through DIA (LOCAL). Exh. R – 2. The First Cordova complaint was investigated by David Garcia, then Assistant Superintendent of Human Resources, who left the District under allegations of inappropriate comments and touch and with remedial directives issued to avoid “future complaints” from Respondent himself. Exhs. P – 50 and 51.

Respondent was seemingly on his way to being appointed Superintendent and became one. He became the lone finalist on April 19, 2021, and started as school superintendent for UISD on July 1, 2021. The initial term of Respondent's Contract was July 1, 2021, through June 30, 2024. [Exh. R-1, § 4]. Pursuant to an addendum dated June 27, 2022, UISD's Board of Trustees ("the Board") extended the term of the Contract by an additional two (2) years, ending June 30, 2026. [Exh. R-1, p. 20].

But two days after Respondent being named the finalist, a recorded telephone conversation would be his undoing and unravel serious matters from his past that in light of further unravelling call into serious question the objectivity and merits of disposition of the prior complaints.

Essentially, the Respondent's position is he had nothing to disclose to the Board as the matters had found no wrongdoing and the latest complaint was a "new and improved" reinvention of the Cordova 2011 complaint.

The problem with Respondent's position is the recorded conversation lends credence to the Cordova allegations made in 2011. Further, evidence from the hearing calls into serious question the objectivity and impartiality of the investigator. While to date the evidence at the hearing proved a non-sexual improper email and personal relationship between Gonzalez and Linda Garza, it revealed again the exercise of poor judgment by Respondent and his lack of good faith disclosure or abstention on hiring and salary of Garza as a Lead School Psychologist Under Safety and Crisis Management for the District. By doing this, it also calls into serious question the validity and genuine substance of the Perez complaint in 2017.

Having said this, the IHE has serious concerns of the judgment exercised by school district employees and Board members meeting with or socializing with media members/influencers of

the public, that while they (media) do, do a service of bringing matters (good or bad) to the public, raises questions on motives and impartiality of said school district employees and Board members. The IHE does distinguish between good faith school district employees and Board members giving formal interviews or statements and general involvement with their constituents and politicking and by no means directs a “chilling effect” on such behavior, but school district employees and Board members should always be mindful of the appearance of impropriety and non-professionalism.

Reviewing the record as a whole and findings of fact noted above, should leave only one conclusion in one’s mind about whether “good cause” exists for contract termination. It has nothing to do with contriteness on the part of Respondent. Willingness to work with the District’s Board while the evidence strongly prays for divorce of the parties, is simply without value. It is noted Respondent’s denials in the face of credible evidence reflect poorly on Respondent’s credibility with the seemingly loudest denial being placed on such a basic premise of whether a voice is one’s and those words, or its message spoken.

While the issues present in this case are not couched in terms of whether Respondent is a sinner, individuals in such high roles must always remember that in those roles, their conduct is subject to high scrutiny.

As much as IHE is appreciative of Respondent’s favor in the community and support with some Board members, this IHE is controlled by law and must only answer the following simple question after applying the law to the facts:

Whether good cause exists to discharge Respondent, employed under a term contract.

“*Good cause*” is defined under Section 21.211 read in conjunction with 21.156 of the Texas Education Code as being the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state”.