

EL PASO INDEPENDENT
SCHOOL DISTRICT,

Petitioner,

v.

TYRA LENETTE HARRISON,

Respondent.

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BEFORE JAMILA CARROLL

INDEPENDENT HEARING EXAMINER

STATE OF TEXAS

RECOMMENDATION OF THE CERTIFIED INDEPENDENT HEARING EXAMINER

I. PROCEDURAL BACKGROUND

1. Harrison is employed under a one-year term employment contract with the District, for the 2025-2026 school year. (Ex. 1: the “Contract”).

2. On or about December 10, 2025, Tyra Harrison (“Harrison”) received written notice of the Board of Trustees’ meeting to consider the proposed mid-term termination of Harrison’s Contract. The notice provided the date, time, and location of the board meeting. (Ex. 55).

3. On December 18, 2025, the Superintendent notified Harrison of the Board of Trustees’ decision to notify Harrison of the proposed termination of Harrison’s term employment contract, including a summary of reasons for the termination. (Ex. 2; Ex. 56). The notice provided the following reasons for good cause termination: (1) failure to fulfill duties or responsibilities; (2) insubordination or failure to comply with official directives; (3) failure to comply with Board policies or administrative regulations; (4) excessive absences not covered by approved leave; (5) failure to meet the District’s standards of professional conduct; (6) any breach by the employee of an employment contract or any reason specified in the employee’s employment contract; (7) any reason that makes the employment relationship void or voidable, such as violation of the federal, state, or local law; (8) any other reason constituting good cause for terminating the contract during its term.” (Ex. 2, 56; Tr. 156:7-20). The notice further provided Harrison with notice of her right to request a Hearing “not later than the 15th day after [her] receipt of this notice,” pursuant to Texas Education Code, Chapter 21, Subchapter F, and EPISD Policies DFBA (Legal) and DFD (Legal) and (Local). (Ex. 2, Ex. 56).

4. Harrison timely requested the appointment of an Independent Hearing Examiner (“IHE”) to hold a hearing regarding the proposed mid-term contract termination of her employment contract. (Ex. 57).

5. On or about January 5, 2026, Jamila Carroll was appointed by the Texas Education Agency (“TEA”) to serve as the IHE and was ordered to issue recommended findings by

February 24, 2026. The Parties did not agree to extend the deadline.

6. On or about January 20, 2026, the Hearing Examiner entered a Pre-Hearing Scheduling Order, setting the TEA Hearing for February 5-6, 2026 (hereinafter, the “Hearing”) and imposing pre-hearing deadlines. On or about January 27, 2026, the IHE determined that the Hearing would be closed to the public.

7. On February 5, 2025, an administrative hearing was held, in accordance with the requirements of Chapter 21 of the Texas Education Code and District Policy DFBA, wherein the Parties presented documentary evidence and were allowed to call and examine several witnesses (Ex. 20-21).

8. In accordance with EPISD Board Policy DFD (Local) and (Legal), the Hearing was conducted, recorded and transcribed at the office of certified court reporter, Rasberry & Associates, 201 E. Main Street, Suite #1616, El Paso, Texas 79901, in Downtown El Paso, Texas. (Ex. 16-17).

9. EPISD and Harrison were both present. EPISD Administration was represented by counsel, Rosemary M. Marin, of the ScottHulse law firm. Harrison represented herself.

II. EVIDENCE ADMITTED

A. WITNESSES

10. The following witnesses were called by Petitioner, EPISD:

- Adalberto Garcia, Chief Academic Officer (Tr: 22:14-60:20);
- Patricia Cortez, Chief Human Capital Management Officer (Tr: 61:13-216:16);
- Jacob Anthony Ochoa, Technology Security Specialist (Tr: 220:16- 243:1);
- Tyra Lenette Harrison, Respondent (Tr: 244:8-314:15).

11. The following witnesses were called by Harrison:

- Rosa Ramos, Executive Director of Employee Relations. (Tr: 315:22-365:21).¹

¹The certified transcript is attached hereto as Attachment A and incorporated herein by reference.

B. EXHIBITS

12. The exhibits of the District and Harrison that were admitted into the record are marked and hyperlinked on the attached Exhibit List. (Attachment B).

III. FINDINGS OF FACT

A. EMPLOYMENT AND POLICIES

i. Contractual Duties

13. Harrison's Contract, Paragraph 5.1, General Standard, states, "You agree to perform the duties of your position assigned, as prescribed by...the District, with reasonable care, skill and diligence." (Ex. 1; Tr. 263:16-263:23).

14. Harrison's Contract, Paragraph 5.2, Rules, states, "You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereinafter be amended." (Ex. 1; Tr. 263:24-264:3).

15. Harrison's Contract, Paragraph 5.3, Assignment/Reassignment, states, "You understand that the District has the right to assign or reassign you, transfer you, and to make changes to your responsibilities and duties at any time during this Contract". (Ex. 1; Tr. 266:9-15).

16. Policy DFBA (Ex. 13-14) and Harrison's Contract, Paragraph 9.1, Termination of Contract, states, in pertinent part, that, "This Contract will terminate in accordance with the procedures at Texas Education Code Chapter 21, if the Board determines that good cause...exists...". (Ex. 1; Tr. 110:12-111:5).

ii. Standards of Conduct

17. Harrison was required to perform her duties and assigned directives in accordance with state and federal law and EPISD policies and procedures and ethical standards, including Policy DEC (Legal and Local) and DH (Legal, Local, and Exhibit). (Ex. 1, 11-12, 13-14, 18-19, 21; Tr. 100:1-16; 110:3-7; 112:5-22; 113:3-15).

18. Harrison was required to comply with the District's policies and directives, including the Educators' Code of Ethics, and her Contract. (Ex. 1, 18, 19, 21; Tr. 112:17-22; Tr. 113:8-21; 263:24-264:3 266:5-8).

19. Violation of EPISD's Standards of Conduct, or any other policies, regulations or guidelines that impose duties, requirements, or standards attendant to Harrison's status as an EPISD employee, may result in discipline, including termination of employment. (Ex. 1, 18-19, 21; Tr. 112:5-22).

iii. Attendance Policies and Procedures

20. Harrison was required to follow the District's attendance policies and procedures. (Ex. 1, 10-12; Tr. 100:1-16).

21. EPISD's attendance policies require employees to report to work every assigned workday unless they must be absent for one of the approved reasons discussed in the policy. (Ex. 1, 11; Tr. 100:1-16).

22. Failure to follow the District's attendance policies and procedures constitutes a violation of District Policy and Harrison's contract. (Ex. 1, 10-12).

23. Specifically, having unauthorized absences, including absences after all available paid leave have been exhausted, is considered job abandonment and grounds for termination of employment. (Ex. 1, 11; Tr. 86:18-87:8).

iv. Compliance with Official Directives

24. Harrison and all EPISD employees are subject to comply with lawful directives of supervisory personnel who are in their chain of command, including the Superintendent and the Superintendent's designee. (Ex. 1, 19; Tr. 112:12-22).

25. Harrison was aware of her duty to comply with the lawful directives of supervisory personnel. (Ex. 1, 19; Tr. 265:1-266:8; 272: 8-16).

v. Violations of Board Policies, the Educators' Code of Ethics, and Term Contract

26. EPISD holds all employees accountable to the Educators' Code of Ethics. (Ex. 1, 18-19, 21; Tr. 112:5-22).

27. Under the Educators' Code of Ethics, Standard 1.7, all EPISD employees must comply with state regulations, written local school board policies, and other state and federal laws. (Ex. 18-19, 21; Tr. 112:5-11).

28. Harrison was aware of her duty to follow all District policies, as they exist or may be amended. (Tr. 272:4-16).

29. Failure to comply with District policies constituted a violation of the Educators' Code of Ethics. (Ex. 1, 18-19, 21).

B. FACTUAL BACKGROUND

30. On April 28, 2025, Harrison exhausted her yearly entitlement to protected leave under the FMLA and lost her job protection. (Ex. 24, 25). As a result, Harrison was advised that her position was vacated as of April 29, 2025. (Ex. 24; Tr. 284: 9-10).

31. Immediately upon exhausting her FMLA leave entitlement, Harrison applied for, and EPISD approved, her request for an “unpaid leave of absence” due to medical reasons, starting on April 28, 2025, through August 31, 2025. (Ex. 24, 25; Tr. 76:11-24; 101:3-23; 117:19-23). As a result, Harrison was advised that her position was vacated, but, in accordance with EPISD Board Policy DEC (Local), upon her return to work, she would be entitled to “an assignment within the District equivalent to her pre-leave assignment, subject to the availability of a suitable position and subject to all Board policies regarding the filling of vacancies and assignments.” (Ex. 11, 25; Tr. 118:20-119:8). In the same correspondence, Harrison was reminded of District Policy DEC (Local), which required her to provide a “fitness for duty” certification from her doctor and notify human resources of a desire to return to active duty at least 30 days prior to her expected date of return. (Ex. 25). She was also specifically advised that such notice was required to be accompanied by a physician’s statement, indicating her ability to resume work. (Ex. 25).

32. On or about May 1, 2025, while Harrison was still on the unpaid, unprotected medical leave of absence, Harrison sent an email from her District-issued email account, and acknowledged that her position had been officially vacated on April 28, 2025. (Ex. 26). She also requested information about EPISD’s leave of absence policies and procedures and sought clarification regarding her continued accessibility to her EPISD-issued email address and Microsoft 365 account. (Ex. 26).

33. On May 9, 2025, EPISD sent an email to Harrison’s District-issued email account and responded to Harrison’s inquiry and directed her to the relevant EPISD policies and procedures concerning leaves and absences, including providing brief excerpts of, and web-accessible links to, EPISD Policy DEC (Local) and DECA (Local). (Ex. 27). This email explained that following FMLA expiration, Harrison had no vested right in any particular assignment (*Id.*).

34. Furthermore, in the May 9, 2025 email, EPISD advised Harrison that her TEAMS and email system access were not restricted, and she would continue to have access to her EPISD issued email address and Microsoft 365 account during her leave of absence. (*Id.*). A subsequent investigation by Jacob A. Ochoa, Technology Security Specialist at the District, confirmed that Harrison’s access to the District’s electronic system was never cut off during her leave of absence, from April 28, 2025-December 19, 2025. (Tr. 226: 22-227:6). Harrison admits that she was always able to access her email. (Ex. 255: 24-25).

35. On May 21, 2025, while Harrison was still on unpaid, unprotected medical leave, EPISD Administration offered, and Harrison never signed but admitted she accepted, a one-year term contract for the 2025-2026 school year, pursuant to Chapter 21 of the Texas Education

Code (the “Contract”). (Ex. 1; Tr. 259: 21-22; Tr. 263:8-264:3). Harrison received the contract on her District-issued email account. (Tr. 260-21-25).

36. On July 2, 2025, Harrison notified the District of her intent to return to work at the end of her approved, unpaid, and unprotected medical leave, but Harrison did not provide a medical release to return to work at that time because Harrison had not yet been medically released to return to work. (Tr. 285:14-22).

37. On August 26, 2025, Harrison’s then-counsel, Jim Darnell² (“Darnell”) emailed EPISD in-house counsel, Cezy Collins (“Collins”) inquiring about Harrison’s assignment upon her return from her unpaid, unprotected leave of absence. (Ex. 29; Tr. 126:2-14).

38. On August 27, 2025, Harrison sent an email from her District-issued email account to EPISD, attaching a medical note from her medical provider, that authorized her release to return to full-duty work, without restrictions, effective September 2, 2025. (Ex. 30; Tr. 127:2-19). This was the first medical release to return to work that Harrison provided to the District during her unpaid, unprotected medical leave of absence. (Tr. 280:8-11). In the August 27th email, Harrison acknowledged receipt of the May 9th email (Ex. 27), regarding applicable EPISD Policies, DEC (Local), DECA (Local), and DAA (Local). (Ex. 30).

39. On or about August 29, 2025, Collins responded to Darnell’s email, stating that “Harrison will be notified by HR within 30 days of her notice about any available assignment, if any,” in accordance with EPISD Policy DEC (Local). (Ex. 11; 31; Tr. 283:12-21). Harrison was advised of this email by her attorney. (Tr. 283: 6-16). Darnell further clarified whether Harrison needed to appear at work on September 2, 2025, or whether she needed to wait for further direction. (Ex. 32). Collins confirmed that Harrison needed to wait for further direction regarding her return to work. (Ex. 34). Darnell acknowledged and thanked Collins for the information. (Ex. 36).

40. Despite having received directions from EPISD’s in-house counsel regarding her return to work, Harrison emailed the Board of Trustees, from her District-issued email, on September 1, 2025, requesting information regarding her return to work. (Ex. 33, 37). On that same day, Collins emailed Darnell to advise Harrison that “she needs to wait to be notified” and that EPISD would “look into her claims of prior notice.” (Ex. 35). Shortly thereafter, Harrison emailed Collins directly, with the Board of Trustees included, inquiring again about her return-to-work status. (Ex. 37, 39).

41. On September 2, 2025, Collins forwarded Darnell a copy of Harrison’s email to the Board of Trustees. (Ex. 41). In response, Darnell advised Harrison, “You cannot do this.” (Ex. 42).

² From on or about August 26, 2025, to on or about September 26, 2025, Harrison was represented by Jim Darnell. (Tr. 126:2-4).

42. On September 2, 2025, Harrison completed a “Personal Update Form,” as required by EPISD policy, notifying EPISD of her current mailing address: 141 Nonap Road, El Paso, Texas 79928. (Ex. 40; Tr. 143:6-144:9). She did not include an apartment number. (Ex. 40; Tr. 155:14-16).

43. On September 17, 2025, Harrison emailed the Board of Trustees again, from her District-issued email, seeking guidance regarding her employment status. (Ex. 43). In response, on September 18, 2025, Collins forwarded Harrison’s email to Darnell, further clarifying that: (1) EPISD was entitled to thirty (30) days’ notice of Harrison’s ability to return to work; (2) Harrison’s pending grievance would be reopened upon her return; (3) grievances pending against Harrison would proceed upon her return; and (4) Harrison would be contacted by HR about her return to work. (Ex. 44).

44. On September 26, 2025, Darnell notified Collins that he would no longer be representing Harrison and that all correspondence needed to be directed to Harrison. (Ex. 45; Tr. 148:23-149:7).

C. REASONS CONSTITUTING GOOD CAUSE FOR CONTRACT TERMINATION

45. EPISD’s formal notice to Harrison of proposed mid-term termination for good cause listed the reasons for proposing the mid-term Contract termination for good cause and attached key documents in support of the decision (Ex. 2, Bates EPISD-TEA 7-8; Ex. 56; Tr. 72: 18-73:1, hereinafter the “Notice Letter”).

46. In the Notice Letter, EPISD listed the following reasons for the proposed termination of Harrison’s Contract, for good cause:

- (a) Failure to fulfill duties and responsibilities;
- (b) Insubordination or failure to comply with official directives;
- (c) Failure to comply with Board policies or administrative regulations;
- (d) Excessive absences not covered by approved leave;
- (e) Failure to meet the District’s standards of professional conduct;
- (f) Breach of the employment contract;
- (g) Any reason that makes the employment relationship void or voidable.

i. Harrison was insubordinate and failed to comply with official directives

47. All other Factual Findings are incorporated herein by reference.

48. A preponderance of the evidence established that Harrison engaged in insubordination and repeatedly failed to comply with official directives. (Ex. 2, 46-50).

49. Pursuant to EPISD Policy DH (Local), “each employee shall comply with the lawful directives of supervisory personnel who are in the employees’ chain of command, including the Superintendent and Superintendent’s designee. Violation of any policies, regulations, guidelines, or supervisory directives may result in disciplinary action, including termination of

employment. (Ex. 2, 19). Rosa Ramos, the District's Director of Employee Relations, was the Superintendent's designee as it related to directives given to Harrison. (Tr. 112:23-113:2).

50. On October 3, 2025, Ramos emailed Harrison, at her EPISD-issued email address, to advise that an in-person meeting was scheduled with her, at the District offices, on October 8, 2025, at 1:00 PM, to discuss her anticipated return to work. (Ex. 2, Bates EPISD-TEA 17-18; Ex. 46; Tr. 75:19-76:10; Tr. 227:9-231:3). Harrison was directed to respond to the email and confirm her attendance. (*Id.*). Harrison received and opened the October 3rd email from Ramos. (Ex. 46; Tr. 230:12-231:3; 287:22-25). Harrison admittedly made a decision not to respond to the October 3rd email from Ramos. (Tr. 78:15-23; 231:4-232:16; 288:1-5). In fact, Harrison did not confirm her attendance, as directed in the October 3rd email (Tr. 78: 2-6) and did not otherwise respond to the October 3rd email from Ramos. (Tr. 86:8-17; 180:10-181:17).

51. On October 6, 2025, Ramos sent a follow-up calendar invitation to Harrison, regarding the same meeting of October 8, 2025. (Ex. 47; Tr. 78:15-23). Harrison received the October 6th email and calendar invitation. (Tr. 289:1-3). Despite having access to her EPISD issued email address, Harrison did not open the email from Ramos that contained the calendar invitation and did not accept the invitation. (Ex. 47; 78:17-23; 231:4-232:16). Instead, Harrison made a decision not to open or respond to Ramos' October 6, 2025 email with a calendar invitation (Tr. 289:4-6).

52. On October 7, 2025, Ramos sent an email reminder to Harrison—at her EPISD issued email address and personal email address—to remind her about the scheduled meeting on October 8, 2025, at 1:00 PM. (Ex. 2, Bates EPISD-TEA 19-20; Ex. 48; Tr. 78:24-79:13; 289:7-21; 233:5-13). Harrison was again directed to respond and confirm her attendance at the meeting of October 8th. (Ex. 2, Bates EPISD-TEA 19-20; Ex. 48). Harrison received and opened the October 7th email. (Tr. 232: 17-23; 233:11-13). However, Harrison made a decision not to respond to the directives in Ramos' October 7, 2025 email. (Tr. 289: 4-6).

53. Harrison did not respond to the various emails or invitation about the October 8, 2025 meeting, did not request to reschedule the meeting, and did not request a virtual meeting—despite having access to her EPISD-issued email address. (Ex. 7, 46-48; Tr. 80:23-81:7; 86:8-87:11; 181:18-22; 288:1-289:21). Despite EPISD's multiple attempts to contact and remind Harrison about the October 8th meeting, she did not attend the meeting scheduled for October 8, 2025, at 1:00 PM, nor did she provide any justification for her failure to appear at the meeting. (Ex. 49; Tr. 80:23-81:1; 87:9-11; 121:19-122:9; 226:22-227:8; 249:11-21; 250:7-25; 291:5-7). Instead, Harrison elected not to follow Ramos' directive to appear for the meeting of October 8, 2025 (Tr. 291: 5-10).

54. Because Harrison did not attend the meeting of October 8, 2025, and did not contact the District or provide any reason for her absence, Ramos emailed Harrison again on October 10, 2025—to both Harrison's District-issued email account, as well as her personal email. (Ex. 2, Bates EPISD-TEA 25-26; Ex. 49; Tr. 80:9-22). Ramos' email to Harrison summarized Harrison's failure to respond to the various emails and provided documents that were to be reviewed during a new meeting that was scheduled for October 22, 2025. (*Id.*; Tr. 79:16-25; 80:18-22). Ramos also attached the following documents to the October 10, 2025 email, which

would have been given to Harrison at the October 8, 2025 meeting, had she appeared for that meeting: (a) Memo of Reprimand dated April 23, 2025; (b) Letter of Reprimand dated September 18, 2025; (c) Bona Fide Job Offer dated October 8, 2025; and (d) the Coordinator, Leadership, and Talent Development job description. (Ex. 2, Bates EPISD-TEA 25-26; Ex. 49; Tr. 79:16-25; 80:18-22).

55. The October 10, 2025, email from Ramos to Harrison further directed Harrison “to review, sign, and return each of the attached documents no later than Monday, October 20, 2025,” and to “report to the Human Resources Office on Wednesday, October 22, 2025, at 8:00 AM.” (Ex. 2, Bates EPISD-TEA 25-26; Ex. 49; Tr. 84:9-15; 85:7-16; 290:8-291:4). Harrison received and opened the email dated October 10, 2025 (Tr. 234:15; 289:22-25). However, Harrison chose not to: (a) respond to that email (Tr. 290:12); (b) sign or return the documents by the October 20th deadline (Tr. 290; 13-15); or (c) make her election or turn in the Bona Fide Job Offer by October 22, 2025 (Tr. 290:16-22).

56. Harrison was directed to attend the meeting of October 22, 2025. (Ex. 49; Tr. 292:17-21). However, she made a decision not to appear for the meeting of October 22, 2025 and, in fact, did not appear. (Tr. 290:23-291:4). Harrison also did not contact Ramos to let her know that she would not be attending the meeting of October 22, 2025. (Tr. 293:12-17).

57. On October 30, 2025, because Harrison had not responded to Ramos’ emails, invitations or directives of October 3, 2025, October 6, 2025, October 7, 2025, or October 10, 2025, and had not appeared for the meetings scheduled on October 8 or 22, 2025, Ramos sent another email to Harrison—at her EPISD-issued email address and personal email address—summarizing and addressing Harrison’s failure to respond to multiple attempts to schedule and conduct a meeting, failure to respond to follow-up communications, and failure to report to work as directed. (Ex. 50; Tr. 86:8-17). The letter advised Harrison that her actions constituted a violation of EPISD Policy DEC (Local), was considered job abandonment, and was grounds for termination of employment. (Ex. 50, 11; Tr. 86:18-87:8). The letter directed Harrison to contact Ramos within seven (7) calendar days, or no later than November 6, 2025, *to provide information to show that the determination of her policy violations was in error, and comply with the directives in that email.* (Ex. 50; Tr. 85:23-86:17; 294:5-14) [emphasis added]. Harrison received Ramos’ email dated October 30, 2025 (Tr. 293:18-294:4). However, Harrison made a decision not to comply with the directives in the email dated October 30, 2025 (Tr. 294:9-14).

58. Instead, on November 6, 2025, Harrison sent an email to Ramos. (Ex. 51). However, Harrison’s email of November 6, 2025, did not provide information to show that the determination of her policy violations was in error or comply with the directives in the email of October 30, 2025, as directed. (*Id.*). Instead, Harrison requested clarification of her “separation status.” (*Id.*). Specifically, Harrison stated that because she was not offered a role with equivalent pay, authority or duties, she had been “constructively discharged” from her employment with EPISD. (*Id.*). Harrison further requested copies of EPISD’s appeals and review process applicable to her “separation and “discipline decision.” (Ex. 51; Tr. 150:23-152:8). Importantly, however, Harrison admits that she knew: (a) her FMLA entitlement had ended in April, 2025 (Tr. 284:3-4); (b) her position had been vacated as of April of 2025 (Tr. 284:10-11); and (c) she was not medically released to return to work until the effective date of September 2, 2025. (Tr.

280:8-11).

59. On November 13, 2025, Ramos responded to Harrison's email of November 6, 2025, answering her questions and addressing each of her requests. She also: (1) confirmed that EPISD had not yet terminated Harrison's contract; (2) provided the requested web-link to EPISD Policy DFBA (Local) and (Legal) addressing term contract terminations; (3) provided a web-link to EPISD's public information department, for Harrison to request her personnel file; and (4) confirmed that EPISD would honor Harrison's request to place a litigation hold on all employment records. (Ex. 52; Tr. 88:6-14; 153:16-25).

60. Harrison violated EPISD Policy DH when she failed to comply with official directives, including failure to respond, in the time and manner required, to communications from EPISD Administration dated October 3, 2025 (Ex. 46), October 6, 2025 (Ex. 47), October 7, 2025 (Ex. 48), October 10, 2025 (Ex. 49), and October 30, 2025. (Ex. 50). (Ex. 2, 18-19, 21; Tr. 112:17- 113:7; 139:1-5; 151:8-10; 78:15-79:10; 81:8-11; 209:22-24).

61. Harrison violated EPISD Policy DH when she failed to sign and return documents as required by the deadline of October 20, 2025, and, at the time, did not provide any justification for her failure to respond and provide those documents as directed. (Ex. 18-19, 21, 49; Tr. 84:1-85:9; 87:12-15).

62. Harrison violated EPISD Policy DH when she failed to appear at the scheduled meeting of October 8, 2025, and October 22, 2025, as directed. (Ex. 18-19, 21, 49-50; Tr. 87:16-23).

63. Harrison violated EPISD Policy DH when she failed to return to work, as directed. (Ex. 18-19, 21, 49-50; Tr. 85:12-16; 87:16-23; 109:14-110:2; 290:16-291:10).

64. Harrison violated EPISD Policy DH when she refused the directives to fulfill the duties of her position, as assigned. (Ex. 18-19, 21, Tr. 111:8-16; 162:3-19; 201:1-6).

65. Harrison violated Policy DH Exhibit when she violated the Texas Educator's Code of Ethics, Standard 1.7 (Ex. 21).

66. Harrison's failure to comply with District directives violated her Contract. (Ex. 1, Para. 5.2).

67. Accordingly, a preponderance of the evidence established that the termination of Harrison's contract is supported by good cause because she violated EPISD Policy DH (Legal, Local, and Exhibit) when she failed to comply with official directives from EPISD Administration. (Ex. 2, 18-19, 21, 46-50, 56).

ii. Harrison's excessive absences were not covered by approved leave; Harrison failed to fulfill duties and responsibilities

68. All other Findings of Fact are incorporated herein by reference.

69. Pursuant to EPISD Policy DEC (Local), summarized in the employee handbook, “employees shall be expected to report to work every assigned workday unless they must be absent *for one of the approved reasons discussed in this policy*. Unauthorized absences, including absences after all available leave has been exhausted, shall be considered job abandonment and shall be grounds for termination of employment.” (Ex. 1, 11) [emphasis added]. In addition, Harrison was required to report her absences and receive approval to be absent, in accordance with Policy DEC and associated procedures and regulations. (Ex. 1, 10, 11, 12).

70. Harrison violated policy DEC when she failed to report to work and attend the scheduled meeting scheduled for October 8, 2025, as directed. (Ex. 2, 10-12, 46-48; Tr. 78:2-79:10; 87:9-11; 109:14-110:2; 291:5-292:3).

71. Harrison violated EPISD Policy DEC when she failed to report to work and attend the meeting scheduled for October 22, 2025, as directed. (Ex. 2, 10-12, 49; Tr. 85:7-16; 87:20-23; 109:14-110:2; 292:4-293:1)

72. Harrison violated EPISD Policy DEC when she failed to appear for work as scheduled and fulfill the duties of her position as assigned, from October 22, 2025, through December 3, 2025. (Ex. 2, 49-53; Tr. 87:16-23; 292:4-293:17; 297:3-5).

73. Harrison violated EPISD Policy DEC when she failed to receive approval for the above-referenced absences, per Board Policy DEC (Local). (Ex. 1, 2, 11; Tr. 109:5-110:2; 113:11-21; 207:16-22; 208:2-209:12).

74. Because Harrison failed to appear for work from October 8, 2025, when the first meeting was scheduled to discuss her transition into the workplace, to the date of her proposed termination, on December 3, 2025--she had excessive, unexcused absences during that time. (Ex. 1, 46-53; 109:5-110:2; 113:11-21; 207:16-22; 208:2-209:12).

75. Harrison violated EPISD Policy DEC (Local) when she failed to attend the meetings of October 8th and 22nd, as directed; failed to return to work following her unpaid, unprotected leave, as directed; was repeatedly absent without approval from her employer; and had excessive absences not covered by approved leave. (Ex. 2, 10-12, 46-48, 49).

76. By refusing to appear for work as directed, Harrison also failed to fulfill the duties and responsibilities of her position, as assigned, during the period between October 3, 2025 and December 3, 2025. (Ex. 2, 11-13, 46-50; 51; 52; 53; 56; 58; 59; Tr. 80:23-81:1; 87:9-11; 121:19-122:9; 162:6-19; 201:1-6; 207:18-22; 208:5-6; 208:21-209:1; 226:22-227:9; 230:12-231:3; 232:17-23; 233:11-13; 249:11-21; 250:12-25; 287:22-25; 288:1-5; 289:1-6; 290:12-291:10; 292:17-293:1; 293:12-294:14).

77. Harrison's failure to comply with the District's attendance policies and failure to fulfill her duties and responsibilities also violated her Contract. (Ex. 1).

78. For the reasons discussed herein, a preponderance of the evidence established that good cause exists for the termination of Harrison's Contract because she violated the District's attendance policies by incurring absences that were not covered by approved leave and, in doing so, also failed to fulfill the duties and responsibilities of her position.

iii. Harrison failed comply with board policies; Harrison failed to meet the District's standards of Professional Conduct

79. All other Factual Findings are incorporated herein by reference.

80. Pursuant to EPISD Policy DH (Local), "[t]he District holds all employees accountable to the Educators' Code of Ethics." The Educators' Code of Ethics is delineated in EPISD Policy DH as an exhibit. (Ex. 21).

81. Under Standard 1.7 of the Educators' Code of Ethics, employees "shall comply with state regulations, written local school board policies, and other state and federal laws." (Ex. 19, 21).

82. For the reasons discussed herein, Harrison failed, in the time and manner required, to respond to District correspondence and directives dated October 3rd, 6th, 7th, 10th, and 30th, 2025, as directed. (Ex. 77:7-79:7; 112:23-113:7; 151:8-10; 250:14-25; 290:1-22).

83. Harrison admittedly failed to attend the meetings of October 8 and 22, 2025, as directed. (Ex. 49-50; Tr. 78:2-6; 80:11-81:11; 87:9-11; 290:23-293:4).

84. Harrison failed to complete, sign and return documents by the deadline of October 20, 2025, as directed. (Ex. 49-50; Tr. 85:4-9; 87:12-15; 250:14-20; 290:6-22).

85. Harrison failed to return to work, as directed. (Ex. 49-50; Tr. 290:23-291:10).

86. Harrison failed to fulfill her duties as assigned. (Ex. 1; Tr. 111:8-16; 162:3-19; 201:1-6; 263:16-264:3)

87. Harrison was absent without approval from her employer. (Ex. 1, 10-12; Tr. 111:8-16; 207:16-207:22; 291:11-293:17).

88. Harrison had excessive absences, from October 8, 2025 through December 3, 2025. (*Id.*).

89. Harrison repeatedly failed, in the time and manner required, to comply with official directives. (Ex. 46-50), in violation of EPISD Policy DH (Legal, Local, and Exhibit. (Ex. 18-19, 21; Tr. 164:9-15)

90. By violating District policies as indicated, Harrison violated the Educators' Code of Ethics. (Ex. 2; 21; Tr. 112:14-113:21).

91. Moreover, by violating District policies as indicated, Harrison violated the terms of her Contract. (Ex. 1).

92. For reasons discussed herein, a preponderance of the evidence established that Harrison failed to comply with Board policies and failed to meet the District's Standards of Professional Conduct.

iv. Harrison breached her employment contract

93. All other findings of fact are incorporated herein by reference.

94. By violating the District's policies and directives, and failing to perform the duties and responsibilities of her position, Harrison breached her employment contract, Paragraphs 5.1 and 5.2. (Ex. 1).

IV. CONCLUSIONS OF LAW

After due consideration of the entire hearing record, including testimony and admitted exhibits, matters officially noticed, and the foregoing Findings of Fact, in my capacity as the Hearing Examiner, I hereby render the following conclusions of law:

1. All findings of fact are incorporated herein by reference.

2. The requirements with regard to the selection of a Hearing facilitator and Hearing officer, and all procedures required by Board Policy DFBA (Legal) were properly followed by EPISD. (Ex. 13-14).

3. In accordance with Policy DFBA, any employee may be dismissed for good cause before the completion of the term fixed for his or her contract. (Ex. 14-15; Tr. 91:3-10; 110:12-22).

4. A preponderance of the evidence established that Harrison was given reasonable notice in writing of the proposed action and the grounds for termination, set out in sufficient detail to fairly enable her to show any error that may have existed, as required by EPISD Policy DFBA (Legal). (Ex. 13-14, 50-53, 55-57).

5. A preponderance of the evidence established that Harrison was given the right to hear the evidence upon which the charges were based, to cross-examine adverse witnesses, and to present evidence of innocence or extenuating circumstances, as required by Board Policy DFBA (Legal). (Ex. 13-14)

6. "Good cause" is defined as "being the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school

district.” Tex. Educ. Code § 21.156(a).

7. An employee’s act constitutes good cause for discharge if it is inconsistent with the continued existence of the employer-employee relationship. *Tave v. Alanis*, 109 S.W.3d 890 (Tex. App.—Dallas 2003, no pet.) (citing *Lee-Wright, Inc. v. Hall*, 840 S.W.2d 572, 580 (Tex. App.—Houston [1st Dist.] 1992, no writ)).

8. A district only needs one reason constituting “good cause” to terminate a term employment contract. *Houston Indep. Sch. Dist. v. Brown*, Tex. Comm’r of Educ. Decision No. 173-LH-05-2025 (Comm’r Educ. 2025); *Houston Indep. Sch. Dist. v. McClain*, Tex. Comm’r of Educ. Decision No. 125-LH-597 (Comm’r Educ. 2025); *Fort Bend Indep. Sch. Dist. v. Madison*, Tex. Comm’r of Educ. Decision No. 025-LH-2021 (Comm’r Educ. 2022); *Dallas Indep. Sch. Dist. v. Nutall*, Tex. Comm’r of Educ. Decision No. 331-LH-0511 (Comm’r Educ. 2011)).

9. A preponderance of the evidence established that Harrison failed to follow EPISD attendance policies and procedures related to her return to work following an approved unpaid, protected absence, and when she refused to return to work and incurred unexcused and excessive absences that were not covered by approved leave.

10. It is a legitimate business reason (and good cause) to terminate the employment of an employee who does not follow established attendance policies. *Dallas Independent School District v. Timothy R. Brisco*, 2001 WL 37121346, at **4, 25-26 (Tex. Educ. Agency 2001); *Trautman v. Time Warner Cable Tex., L.L.C.*, 756 Fed. Appx. 421, 428 (5th Cir. 2018).

11. Failing to meet the district’s attendance procedures, including failing to return to work, or having excessive absences, meets the standard of good cause. See e.g., *Houston Indep. Sch. Dist. V. Schnaubelt*, Tex. Comm’r of Educ. Decision No. 206-LH-06-2025 (Comm’r Educ. 2004); *Martin v. Dallas Indep. Sch. Dist.*, Tex. Comm’r of Educ. Decision No. 059-R2-304 (Comm’r Educ. 2004); *Cox v. Andrews Indep. Sch. Dist.*, Tex. Comm’r of Educ. Decision No. 092-R2-199 (Comm’r Educ. 1999) (holding that failing to show up for work without an acceptable excuse generally constitutes good cause for terminating a Contract); *Pfeuffer v. Dallas Indep. Sch. Dist.*, Tex. Comm’r of Educ. Decision No. 163-R2-898 (Comm’r Educ. 1998) (holding that failing to return to work or providing an expected return date constitutes good cause for terminating a Contract); *Clark v. El Paso Indep. Sch. Dist.*, Docket No. 075-R2-1193 (Comm’r Educ. 1995) (upholding the term Contract termination of a teacher absent without medical excuse from August 23 to September 14); *Duncan v. Highland Park Indep. Sch. Dist.*, Tex. Comm’r of Educ. Decision No. 085-R2-398 (Comm’r Educ. 1998) (upholding the term contract termination of a teacher when the teacher did not report to work as assigned, had exhausted all available leave, and was not entitled to her requested accommodation). For example, the Commissioner of Education has also found an employee’s “absence from work beyond five consecutive workdays without approved leave or an ADA accommodation to work remotely violates District policy, and alone, constitutes good cause for terminating [the] contract and employment.” *Fort Bend Indep. Sch. Dist. v. Madison*, Tex. Comm’r of Educ. Decision No. 025-LH-12-2021 (Comm’r Educ. 2022) (quoting *Dallas Indep. Sch. Dist. v. Nutall*, Tex. Comm’r of Educ. Decision No. 331-LH-0511 (Comm’r Educ. 2011)).

Therefore, this reason, by itself, constitutes good cause to terminate Harrison's employment contract.

12. In accordance with Harrison's contract, Harrison was required to fulfill the duties of her position, as assigned, as prescribed by state law and regulations and by the District, with reasonable care, skill and diligence. (Ex. 1). A preponderance of the evidence established that Harrison's failure to do so constitutes a violation of her contract, Paragraph 5.1.

13. A preponderance of the evidence established that Harrison failed to fulfill the duties and responsibilities of her position.

14. A failure to fulfill the employee's job duties and thus constitutes good cause for termination. *Id.*; see also *Houston Indep. Sch. Dist. v. Erich*, Tex. Comm'r of Educ. Decision No. 331-LH-0511 (Comm'r Educ. 2011) (holding that failure to return to work constitutes job abandonment, neglect of duties, and violation of Board Policy); *Dallas Indep. Sch. Dist. v. Bravo*, Tex. Comm'r of Educ. Decision No. 150-LH-06-2024 (Comm'r Educ. 2024) (upholding the good cause termination of a teacher for failing to fulfill job duties when the teacher did not return to work after exhausting all entitlement to leave). Therefore, this reason, by itself, constitutes good cause to terminate Harrison's employment contract.

15. In accordance with District Policy DH and Harrison's contract, Harrison was required to comply with District directives, state and federal laws and rules, and District policy and regulations, as they exist or may be amended (Ex1; 18-19, 21).

16. A preponderance of evidence established that Harrison failed to comply with official directives when she failed to respond, in the time and manner required, to communications from EPISD Administration dated October 3, 6, 7, and 10, 2025; failed to sign and return documents as directed; failed to appear at scheduled meetings on October 8 and 22, 2025, as directed; failed to return to work as directed; and in the same timeframe, failed to fulfill the duties of her position, as assigned. (Ex. 1; 46-50).

17. An employee's failure to comply with official directives, including failing to appear at scheduled meetings, failing to return to work as directed, and failing to effectively communicate, satisfies the standard of good cause. See e.g., *Nelms v. Houston Indep. Sch. Dist.*, Tex. Comm'r of Educ. Decision No. 004-R2-999 (Comm'r Educ. 1999) (holding that an employee's repeated refusal to engage in supervisory conferences constituted a failure to comply with directives and thus constituted good cause for termination); *Dallas Indep. Sch. Dist. v. Woods*, Tex. Comm'r of Educ. Decision No. 125-LH-597 (Comm'r Educ. 1997) (holding that an employee's failure to appear at scheduled appointments as directed to constitutes a failure to comply with directives and considered insubordination and thus constituted good cause for termination); *Houston Indep. Sch. Dist. v. Lyons*, Tex. Comm'r of Educ. Decision No. 124-LH-06-2019 (Comm'r Educ. 2019) (finding that a failure to follow official directives constitutes good cause for termination). Therefore, this reason by itself, constitutes good cause to terminate Harrison's employment contract.

18. A preponderance of evidence established that Harrison failed to meet the District's Standards of Professional Conduct, Standard 1.7. (Ex. 1, 18-19, 21).

19. The Commissioner of Education has long held that an educator's violation of board policies and the Educators' Code of Ethics individually and collectively, constitute good cause to terminate a Contract. *Houston Indep. Sch. Dist. v. Brown*, Tex. Comm'r of Educ. Decision No. 173-LH-05-2025 (Comm'r Educ. 2025). Specifically, the Commissioner of Education has held that an educator's violation of the Educators' Code of Ethics *alone* constitutes good cause to terminate a term Contract. *Id.*; see also *Houston Indep. Sch. Dist. v. McClain*, Tex. Comm'r of Educ. Decision No. 125-LH-597 (Comm'r Educ. 2025). Therefore, if an educator violates the Educators' Code of Ethics, then no other violation needs to be found for good cause to exist to terminate the educator's term Contract. *Closs v. Goose Creek Indep. Sch. Dist.*, Tex. Comm'r of Educ. Decision No. 005-R2-989 (Comm'r Educ. 1992). Therefore, this reason by itself, constitutes good cause to terminate Harrison's employment contract.

20. A preponderance of the evidence established that by violating the District's policies and directives, Harrison violated the terms of 2025-2026 employment contract, including Paragraphs 5.1 and 5.2. (Ex. 1). This reason by itself, constitutes good cause to terminate Harrison's employment contract.

21. An educator violates her employment contract when an educator fails to comply with all Board and District directives and District policy and regulations as required by an educator's employment contract and thus constitutes good cause to terminate the contract. *Cypress-Fairbanks Indep. Sch. Dist. v. Thompson*, Tex. Comm'r Educ. Decision No. 046-LH-01-2019 (Comm'r Educ. 2019) (finding that a violation of Board policy DH constituted a breach of educator's employment contract and thus constituted good cause for termination); *South San Antonio Indep. Sch. Dist. v. Durbon*, Tex. Comm'r Educ. Decision No. 370-LH-0711 (Comm'r Educ. 2011) (finding that a failure to comply with District policy constituted a violation of educator's employment contract and thus constituted good cause for termination); see also *Cypress-Fairbanks Indep. Sch. Dist. v. Lofton*, Tex. Comm'r Educ. Decision No. 008-LH-09-2025 (Comm'r Educ. 2025) ("Commissioner of Education case law clearly indicates that a violation of the Educator's Code of Ethics constitutes a violation of an employment contract.").

22. For the reasons stated herein, a preponderance of the evidence established good cause exists for the mid-term termination of Harrison's employment contract.

V. RECOMMENDATION TO THE BOARD OF TRUSTEES:

After due consideration of the hearing record, the matters officially noticed, and the foregoing Findings of Fact and Conclusions of Law, and in my capacity as the TEA's Independent Hearing Examiner, I hereby RECOMMEND that the Board of Trustees of EL PASO INDEPENDENT SCHOOL DISTRICT adopt the foregoing Findings of Fact and Conclusions of Law and TERMINATE the one-year term employment contract of TYRA LENETTE HARRISON for the 2025-2026 school year, for "good cause" shown.

SIGNED AND ISSUED this 24th day of February 2026.

/s/ Jamila B. Carroll

Jamila B. Carroll

Independent Hearing Examiner