

DOCKET NO. 049-LH-11-2025

HOUSTON INDEPENDENT	§	BEFORE CERTIFIED
	§	INDEPENDENT HEARING
SCHOOL DISTRICT	§	EXAMINER
<i>Petitioner</i>	§	
v.	§	JACQUELYN COLEMAN
	§	
MICHELLE WILLIAMS	§	
	§	TEXAS EDUCATION AGENCY
<i>Respondent</i>	§	

RECOMMENDATION OF THE CERTIFIED INDEPENDENT HEARING EXAMINER

After due consideration of the record, matters officially noticed, arguments of counsel, and the following Findings of Fact and Conclusions of Law, in my capacity as Certified Independent Hearing Examiner, I respectfully recommend that the Board of Managers of HISD adopt the foregoing Findings of Fact and Conclusions of Law, and that Ms. Williams be reinstated as a classroom teacher at Benbrook Elementary School in Houston Independent School District.

STATEMENT OF THE CASE

Petitioner, Houston Independent School District, (hereinafter “HISD” “The District” or “Petitioner”) proposes termination of the term contract (hereinafter “the Contract”) of Respondent, Michelle Williams, (hereinafter “Ms. Williams” or “Respondent”), pursuant to Texas Education Code section 21.211(a).

On or about October 9, 2025, the HISD Superintendent, Mike Miles, recommended the Board propose termination of Ms. Williams’ Contract. By letter dated October 10, 2025, which was received by Ms. Williams on or about November 5, 2025, the District notified Ms. Williams that the Board had accepted the Superintendent’s recommendation that her Contract be terminated, for good cause. (Pet. Ex. 1.) On November 17, 2025, Ms. Williams timely filed a written request for an appeal before a Texas Education Agency (“TEA”) Independent Hearing Examiner. By letter from TEA dated November 17, 2025, Jacquelyn Coleman was duly appointed to hear Ms. Williams’ appeal. The two-day in-person evidentiary hearing was held on February 3, 2026, and February 4, 2026. The hearing was open to the public.

PARTIES PRESENT

The Petitioner, Houston Independent School District, appeared and was represented by Ellen Spalding and Elizabeth M. Rice, Spalding Nichols Lamp Langlois, 3700 Buffalo Speedway, Ste. 500, Houston, Texas 77098. The Respondent, Michelle Williams, appeared and was represented by Giana Ortiz, The Ortiz Law Firm, 1304 W. Abram, Ste. 100, Arlington, Texas 76013.

REFERENCES

Throughout this Recommendation, the following meanings may be attributed to the below-indicated terms:

EB	Emerging Bilingual
ESL	English as a Second Language
GT	Gifted & Talented
IEP	Individualized Education Plans
LPAC	Language Proficiency Assessment Committee
NES	New Education System
SIOP	Sheltered instruction observation protocol
SPED	Special Education
TEA	Texas Education Agency

FINDINGS OF FACTS

After due consideration of the evidence and matters officially noticed, in my capacity as Independent Hearing Examiner (IHE). I make the following Findings of Fact which have been proven by a preponderance of the evidence. Citations to the record are not exhaustive but are meant to indicate some of the basis for the finding. Any proposed factual findings requested by the parties not addressed in the IHE's Findings of Fact were not deemed material or relevant:

1. The District employs Ms. Williams under a one-year term contract for the 2025-2026 school year (HISD Ex. 2). Ms. Williams teaches third-grade science and reading at Benbrook Elementary School (Benbrook). (Tr. Day 2 480:11-12). The HISD Board of Managers voted to propose the termination of Ms. Williams' contract for good cause on October 9, 2025. (HISD Ex. 1).
2. As of the date of this hearing, Ms. Williams has 12 years of continual experience as an educator with HISD. Ms. Williams served as a teacher in the HISD previously as well, with a short break in service to teach in a nearby District. She has been an educator for no less than 26 years in total. (Resp. Ex. 1-2; Tr. Day 2 p. 378.)
3. Mr. Edward Heard served as principal of Benbrook beginning approximately eight or nine days before the start of the 2025–2026 school year and during the events underlying this proceeding. (Tr. Day 1 92:14-95:14). At the time of the hearing, he was serving as a Principal Apprentice within HISD. (*Id.*).

4. Dr. Ena Meyers serves as the Deputy Chief of Schools at HISD. (Tr. Day 1 57:7-13). In that role, she oversees the implementation of HISD's instructional model known as the New Education System (NES), which is the District's intervention framework for designated campuses. (Tr. Day 1 57:7-60:5). Dr. Meyers joined HISD on or around June 2023, at the time of the State's takeover of the District under the leadership of Superintendent Mike Miles. (*Id.*). Prior to joining HISD, Dr. Meyers worked with Superintendent Miles in Dallas Independent School District and Third Future Schools implementing the instructional model that later became the NES model in HISD, and she brings experience as a teacher, assistant principal, principal in both charter and public systems, and instructional leader with expertise in curriculum implementation, alignment, and school turnaround across Texas and Colorado. (*Id.*).
5. Ms. Michelle Lewis currently serves as the principal of Benbrook. She assumed that role in mid-November, shortly before Thanksgiving of the 2025–2026 school year. (Tr. Day 1 263:14-267:7). Ms. Lewis has served as a school principal for ten years and has been a principal within HISD for four years. (*Id.*). Prior to her assignment at Benbrook, she served for approximately three and a half years as principal of Wainwright Elementary School (Wainwright), a campus with demographics like Benbrook, including high emergent bilingual and special education populations. (*Id.*). While serving at Wainwright, Ms. Lewis implemented the HISD curriculum and the NES instructional model. (*Id.*). Under her leadership, Wainwright improved from an F accountability rating to an A within one year and maintained that performance. (*Id.*).
6. Ms. Dana Darden is a 38-year educator for the HISD. (Tr. Day 2 p. 333.) She worked in various capacities, including as the principal of Benbrook Elementary for 19 years. (Tr. Day 2 p. 333.) She was regarded as an effective leader in the District, previously being recognized as principal of the year and receiving state recognition. (Tr. Day 2 p. 333, 457.) During portions of her tenure, Benbrook Elementary earned A and B accountability ratings and received multiple recognitions. However, in the 2024-2025 school year, Benbrook Elementary's campus rating declined from a B to a C. (Tr. Day 2, pgs. 348:20-350:4).
7. Ms. Jessica Neyman served as HISD's Chief Human Resources Officer from October 2023 until September 2025, bringing approximately 25 years of experience in human resources leadership across public school districts and charter systems. (Tr. Day 2 387:18-389:7, 405:23-406:3). In her role, she oversaw all human resources functions, served on the superintendent's cabinet, and managed the logistical and operational aspects of employment actions, including grievance processing, home-duty implementation, investigations coordinated with legal, and board-level personnel actions. (*Id.*).
8. Ms. Elaine Reed is a 22-year HISD educator who currently serves as a fourth-grade departmentalized ELA teacher at Benbrook Elementary, where she also holds multiple leadership roles, including science content specialist, grade-level chair, Title I coordinator, and director of an after-school program. (Tr. Day 2 313:4-314:1).

Implementation of the NES (and/or NES-aligned) Model at Benbrook

9. As part of the State’s takeover of HISD in June 2023, the new leadership, under Superintendent Mike Miles, implemented significant change. (Tr. Day 1 58:16–59:23). One major change was an emphasis on providing high-quality instruction and setting clear expectations that teachers deliver instruction at a high level. (*Id.*).
10. Another change included implementation of the “New Education System” or “NES” instructional model at designated campuses. (Tr. Day 1 57:14–16).
11. NES utilizes a structured 90-minute instructional block for English Language Arts (ELA) and mathematics. (Tr. Day 1 64:9–66:20). The 90-minute block consists of:
 - a. 45 minutes of direct, grade-level instruction aligned to the Texas Essential Knowledge and Skills (TEKS) and the HISD (or PUA campus) curriculum;
 - b. A 10-minute “Demonstration of Learning” (DOL), typically a five-question quiz to assess student mastery of the day’s objective;
 - c. And a 35-minute reteach period based on student performance on the DOL. (*Id.*).
12. The NES instructional model is not implemented at every HISD school. (Tr. Day 1 66:21–24). Rather, it is implemented at designated NES campuses, which generally include D- and F-rated schools and in a modified version at special focus campuses which are campuses experiencing a significant performance decline. (Tr. Day 1 66:21–72:17).
13. On August 1, 2025, Ms. Williams (and others at the school) were informed that Benbrook would become an “NES Aligned” campus. (Pet. Ex. 4; Resp. Ex. 11; Resp. Ex. 12 p. 3 (Bates HISD 1147); Tr. Day 2 p. 461-62. The instruction was to be delivered in a NES-model fashion. (Tr. Day 2 p. 463.)
14. On August 1, 2025, Ms. Williams asked Mr. Heard for a transfer due to her concerns about Benbrook becoming an NES campus. (Resp. Ex. 11.) Respondent expressed concerns about the pacing of the instructional model to Mr. Heard. (Tr. Day 1 p. 112-13.) Her overarching concerns were that teaching to the model would force the teachers to break SPED laws, GT laws, and EB laws. (Tr. Day 2 p. 464.) She was concerned that failing to follow the law may cause her to have her teaching certification revoked. (Tr. Day 2 p. 464.)
15. On August 2, 2025, Ms. Williams expressed her concern about the instructional model to Mr. Heard in an email. (Pet. Ex. 4; Tr. Day 2 p. 465.) She expressed concern that the model conflicts with Texas law (HB 4310). (Pet. Ex. 4.) Ms. Williams consulted with counsel on her beliefs about the law. (Tr. Day 2 p. 465.) She expressed concern that forcing teachers to follow the model would subject them to penalty for failing to follow a recommended “scope and sequence.” (Pet. Ex. 4; Tr. Day 2 p. 465 (describing this strongly held belief).) Ms.

Williams did not “refuse” to follow the HISD curriculum and the instructional model in this communication.

16. By email on August 4, 2025, Mr. Heard acknowledged Ms. Williams’ request for a transfer within the District. (Resp. Ex. 12 p. 6 (Bates WILLIAM 385); Pet. Ex. 4.) Mr. Heard indicated he had reached out to “division leadership,” about Ms. Williams’ request for a transfer. (*Id.*; Tr. Day 1 p. 114.) Mr. Heard thanked her for engagement and wanting what’s best for students. (Tr. Day 1 p. 207.)
17. Ms. Williams responded on August 5, 2025, and again expressed concern to Mr. Heard that the curriculum did not provide enough time to teach the students and she was concerned that she would be penalized for allowing her students more time to learn the content. (Resp. Ex. 12 p. 5 (Bates WILLIAMS 384); Tr. Day 1 p. 202.) She reiterated her willingness to participate in coaching and feedback and her commitment to doing what is best for students and following law. She indicated her desire to continue teaching EB students based on the Shelter Instructional Protocol Model and LPAC (which permits the students extra time). (*Id.*)
18. On August 9, 2025, and August 11, 2025, Mr. Heard and Ms. Williams exchanged emails regarding classroom configuration to align with the NES instructional model. (HISD Ex. 6, Tr. Day 1 124:9-127:19). Mr. Heard explained that small-group instruction under the NES model was to occur at the front of the classroom and not at a kidney table. (*Id.*). Ms. Williams objected to removal of the kidney table, expressing concern that she would not be able to conduct small-group instruction. (*Id.*) Mr. Heard testified that teachers were required to align classroom setup with the instructional model. (*Id.*)
19. By email dated August 10, 2025, Mr. Heard again shared Ms. Williams’ concerns with his bosses, requesting that her request for transfer be granted. (Resp. Ex. 13.) He sent the email to his boss, his boss’s boss, among others. (Tr. Day 1 p. 241.)
20. Ms. Williams used required curriculum to the extent possible, while remaining in compliance with law. (Tr. Day 2 p. 519, 611.)

Coaching Documentation and Respondent’s Removal

21. Ms. Williams was absent August 12, 2025, for jury duty. (Tr. Day 2 p. 379-80.) She spoke to the sub and elected to redo her lesson. (Tr. Day 2 p. 470.)
22. On August 14, 2025, after students had begun attending school, Mr. Heard sent Ms. Williams an email titled "Coaching Recap." (HISD Ex. 7; Tr. 127:20-137:24). Mr. Heard documented classroom observations conducted on August 13, 2025, and August 14, 2025, and identified five areas of concern aligned to HISD curriculum expectations, pacing, and instructional practices. (*Id.*) Specifically, Mr. Heard documented that on August 14, 2025, Ms. Williams was teaching the lesson scheduled for August 12, 2025, ultimately placing her off pace with the curriculum. (*Id.*) Ms. Williams explained that she had been absent on the first day of school for jury duty and did not want a substitute to teach her lesson. Mr. Heard testified that, under HISD expectations, substitutes should deliver the scheduled lesson to maintain alignment with the scope and sequence. (*Id.*)

23. On August 14, 2025, Ms. Williams expressed disagreement to Mr. Heard that he was penalizing her for failure to follow “scope and sequence,” and teachers are protected from such penalty under HISD Board Policy. (Resp. Ex. 11 p. 479; Tr. Day 1 p. 217; Tr. Day 2 p. 472.) She shared concern that “The NES model you’re implementing doesn’t supersede Texas law nor does it govern teachers’ evaluations.” (Resp. Ex. 11 p. 479; Tr. Day 2 p. 473.) Ms. Williams cited Board Policy DG(Legal), stating that teachers can determine when students need more or less time. (Tr. Day 2 p. 473.) As EB students, Ms. Williams believed the students needed more time for instruction. (Tr. Day 2 p. 473.) Other than the concerns (by both Mr. Heard and Ms. Williams) about “pacing,” the District presented no evidence that any of concerns in Mr. Heard’s “coaching” email of August 14 was repeated. (Pet. Ex. 7.) Ms. Williams did not “refuse” to follow the HISD curriculum and the instructional model in her response to the August 14 coaching email.
24. On August 15, 2025, Mr. Heard conducted an observation of Ms. Williams’ classroom and documented the observation in a Coaching Recap. (HISD Ex. 10; Tr. Day 1 142:17-146:5). During instructional time, Ms. Williams was seated and was not actively monitoring students using digital resources. (*Id.*). Mr. Heard directed Ms. Williams that teachers are expected to “teach from their feet” and actively monitor students during instructional time. (*Id.*). When Mr. Heard returned to the classroom, Ms. Williams was adjusting board configuration during instructional time rather than actively monitoring students. (*Id.*). Mr. Heard directed Ms. Williams that board preparation and similar tasks must occur during planning time or after school, not during instructional time. (*Id.*).
25. Ms. Williams testified that on the date of the observation, August 15, 2025, she took one second to rearrange the board configuration, right as the students were dismissing. (Tr. Day 2 p. 476.) She also had stooped down to tie her shoe, and Mr. Heard was aware that her shoe kept coming untied. (Tr. Day 2 p. 477.) The District presented no evidence that either of these two concerns was repeated. Ms. Williams did not “refuse” to follow the HISD curriculum and the instructional model in this communication.
26. On August 18, 2025, Mr. Heard gave Ms. Williams a coaching recap. (Pet. Ex. 12.) Resp. Ex. 11 p. 492-93.) He noted that she was modifying curriculum to support her EB learners using a Nearpod. Mr. Heard was aware that Ms. Williams used Nearpod as support for EB students. (Tr. Day 1 p. 227.)
27. On August 19, 2025, Ms. Williams expressed concern that the HISD resources do not allow intervention, and that the Assistant Principal stated there’s no time to teach the students how to read. (Resp. Ex. 11 p. 495.) Ms. Williams reiterated her desire to transfer from the school.
28. On August 20, 2025, Mr. Heard issued Ms. Williams a “Memorandum”/Letter of Concern, re-stating concerns he had previously documented in coaching emails to Ms. Williams. (Pet. Ex. 14; Tr. Day 1 p. 159; *see also* Tr. Day 2 p. 489.). The memo directed Ms. Williams to:
1. Follow supervisory directives, including implementing HISD instructional expectations.
 2. Satisfactorily complete duties under her job description and contract.
 3. Relate to colleagues with respect and professionalism pursuant to Board Policy DH (LOCAL).

29. Ms. Williams requested to be off work on August 21, 2025, because she was ill. She later learned she had Covid.
30. On August 21, 2025, North Division Chief Daniel Gerard, Mr. Heard, and an unidentified HISD employee from the North Division met with Ms. Williams. During the meeting, Ms. Williams was issued a Recap of Discussion. (Pet. Ex. 15).
31. In the Recap of Discussion, Daniel Girard purported to offer Ms. Williams a “Support Plan.” However, Ms. Williams was never provided with any of the support outlined therein. (Tr. Day 2 p. 626-27)
32. Ms. Williams was absent from work on August 25, 2025, with Covid. (Tr. Day 2 p. 379-80.)
33. On August 26, 2025, Ms. Williams notified Mr. Heard that she had a grievance hearing the next day August 27, 2025, at 1 pm—and that she needed coverage but couldn’t “get into OneSource to put it into the system.” (Resp. Ex. 16 p. WILLIAMS 75; *see also* Tr. Day 1 p. 235 (Mr. Heard testifying that she put it into an email that she couldn’t put the absence into OneSource); Tr. Day 2 p. 514, 576-77, 615.) Ms. Williams testified she was being very careful to comply with policy in this regard. (Tr. Day 2 p. 497.) By email, Ms. Williams did communicate that she attempted to enter the absence and would need coverage for her grievance the following day. (Tr. Day 2 p. 615-16.) Mr. Heard had previously informed Ms. Williams that it is not necessary to put time in for a grievance hearing. (Resp. Ex. 16.) Being unable to put her absence into OneSource but having told Mr. Heard that and the fact that she would need coverage, Ms. Williams did not return to campus. (Tr. Day 2 p. 514-15.)
34. On August 26, 2025, Mr. Heard issued Ms. Williams a written coaching recap, noting that he observed Ms. Williams:
 1. Engaged students in conduct outside the stated learning objective;
 2. Failed to maximize instructional time;
 3. Began transitioning students to lunch prior to the designated time; and
 4. Did not adhere to pacing expectations.(HISD Ex. 17; Tr. 169:3-170:2). As a result, Mr. Heard directed Ms. Williams to:
 1. Align instruction strictly to the stated learning objective;
 2. Maximize every instructional minute;
 3. Follow campus transition procedures; and
 4. Maintain adherence to pacing and curriculum structure.
35. On August 27, 2025, in the early morning hours before school, Ms. Williams responded to the August 26, 2025 coaching recap email and again raised concerns about the instructional model, including lack of small-group instruction, effective Response to Intervention (RTI), and intensive reading support for 3rd-grade students. LSAE, as currently implemented, serves as remediation rather than true intervention, and it does not address the pressing needs of these

students. (Resp. Ex. 12 p. 20 (Bates WILLIAMS 84).) She expressed that her concerns about providing adequate intensive reading support had not been addressed. She responded to the issue of lunch dismissal—stressing that her colleagues were late to lunch (she had not left early). She expressed concern about the continued failure of process/practices around campus lunch. The District presented no evidence that either of these two concerns was repeated. Ms. Williams did not “refuse” to follow the HISD curriculum and the instructional model in this communication.

36. On the morning of August 28, 2025, Ms. Williams was removed from campus and placed on “Home Duty.”

Remediation

37. Ms. Williams was never placed on a growth plan. (Tr. Day 1 p. 247.) Mr. Girard issued Ms. Williams a document with “Support Plan” measures listed in it; however Ms. Williams was never provided the supports listed in the document and was not given time to implement any supports. (Tr. Day 2 p. 626-27 (discussing Pet. Ex. 15).) She only worked for 1.5 days after receiving the “Support Plan.” (Tr. Day 2 p. 626.)
38. Teachers may need a week, two weeks, or three weeks to be “coached,” if the goal is improvement. (Tr. Day 2 p. 358.) Several days is not enough time to effectively coach a teacher. (Tr. Day 2 p. 358.) Several days is not enough time to remove a teacher and fire them for coaching issues. (Tr. Day 2 p. 359 (Darden); *see also* Tr. Day 2 p. 624 (Williams).)
39. Ms. Williams only worked for Mr. Heard around 6-7 days.
40. Ms. Neyman testified that six or seven days would not be an adequate amount of time to coach a teacher before proposing termination. (Tr. Day 2 p. 438.) Human Resources would expect the teacher to be provided with more time. (Tr. Day 2 p. 439.)
41. Ms. Neyman testified that “progressive discipline” is preferred—so that employees really understand the expectation of the supervisor. (Tr. Day 2 p. 433.) Employees want to be given lots of opportunities to correct course or improve. (Tr. Day 2 p. 433.)
42. Ms. Williams was not issued progressive discipline.
43. Ms. Williams was not given a growth plan.
44. Ms. Williams did not repeat any misconduct.

General Findings about Respondent’s Conduct

45. Mr. Heard described Ms. Williams as “very, very civil.” (Tr. Day 1 p. 109; *see also* Tr. Day 2 p. 327 (Reed); 341 (Darden); 364 (Taylor).) He’s never had any interactions with Ms. Williams that he would say “were hostile in any way.” (Tr. Day 1 p. 109.)
46. Mr. Heard has never known Ms. Williams to lie. (Tr. Day 1 p. 218.)

47. The District's evidence shows that Ms. Williams was effectively delivering aspects of the curriculum. (Tr. Day 1 p. 135 (Heard: "She did that well, so I complimented her on the use of stamping"))
48. Mr. Heard testified that Ms. Williams never repeated the alleged "failure" to begin school on time at 7:30 am. (Tr. Day 1 p. 137, 215.)
49. The District bears the burden to establish good cause by a preponderance of credible and admissible evidence.
50. The District presented no evidence that Ms. Williams was disruptive to the instructional day or to her students. The evidence showed Ms. Williams was an effective teacher.
51. The District presented no evidence that Ms. Williams refused to use HISD resources despite being directed to do so. The evidence showed Ms. Williams made efforts to use HISD resources.
52. Benbrook Elementary was not an NES campus, so HISD cannot (and did not) establish good cause for refusing to implement NES model. (Tr. Day 2 p. 611-12.)
53. The District presented insufficient evidence of Ms. Williams's refusal, verbally and in writing, to follow the HISD curriculum and the NES instructional model. The evidence showed that Ms. Williams implemented the curriculum and instructional model in a manner to comply with the law.
54. The District presented no evidence that Ms. Williams left campus without informing anyone from campus administration or reporting the absence in OneSource. The evidence showed Mr. Heard had been informed of her impending absence and that she could not enter the absence in OneSource.
55. The District presented no evidence that Ms. Williams made comments that were not respectful, courteous, or professional. (Tr. Day 2 p. 614.) The evidence showed she was respectful, courteous, and professional.
56. Respectful but assertive emails, asserting a right or duty to provide accommodations would be an appropriate way to raise such concerns from a Human Resources perspective. (Tr. Day 2 p. 438 (Neyman).)
57. The following conduct is not a "deficiency in classroom instruction":
 1. Sitting down (Tr. Day 2 p. 342-43.)
 2. Using STEMSCOPES or Nearpod (Tr. Day 2 p. 344, 613.)
 3. Adjusting a board configuration (Tr. Day 2 p. 344, 613.)
 4. Adjustment to lesson planning due to an absence (Tr. Day 2 p. 345, 356 (discussing pivots based on other circumstances).)

5. Taking a restroom break (Tr. Day 2 p. 345, 356, 612.)
 6. Making content comprehensible for EB learners (Tr. Day 2 p. 613.)
 7. Communication to colleagues outside the classroom (Tr. Day 2 p. 614.)
 8. Leaving campus early to attend a grievance (Tr. Day 2 p. 614.)
58. The District presented insufficient evidence of a “deficiency in classroom instruction.”
59. Refusing to disregard students’ accommodations mandated by law (*e.g.*, IEPs, EB accommodations) is not insubordination. (*See generally* Tr. Day 2 p. 345-46 (Darden describing the teachers’ duty to follow the law as it relates to EB and IEP accommodations); 436-37 (Neyman, describing same, and the unique rights of teachers to raise concerns about SPED).)

DISCUSSION

I am recommending that the Board of Managers reinstate Ms. Williams for the following reasons:

- Petitioner did not provide a preponderance of credible, admissible evidence of “good cause,” as that term is defined in Respondent’s contract.
- Petitioner has not established any of the reasons for the proposed termination by a preponderance of credible, admissible evidence.
- Although Respondent is capable of remediation, she was not given any opportunity to remediate and/or implement directives or any “Support Plan.”

Good Cause for Termination Does Not Exist

A Chapter 21 term employment contract may only be ended by the educator’s resignation, nonrenewal at the end of the term, or termination during the term of the contract. *See generally* Tex. Educ. Code §21.201 *et seq.* A resignation is initiated by the employee, and there are certain restrictions on an employee’s right to resign during the term of the contract. Nonrenewal and mid-contract termination are initiated by the school district. In a nonrenewal proceeding, a district meets its burden to nonrenew a term-contract teacher at the end of the school year by proving a violation of any board-established reason for nonrenewal—no showing of good cause is required. See Tex. Ed. Code § 21.203(b). However, termination of a term contract during the term of the contract may only occur if the school district meets its burden to establish “good cause.” Tex. Ed. Code § 21.211.

There is no definition of “good cause” in the Texas Education Code applicable to termination of an educator’s term contract of employment. The Commissioner of Education has adopted the definition “of good cause” for termination of a term contract as set forth in the case *Lee-Wright, Inc. v. Hall*, 840 S.W.2d 572, 580 (Tex. App. – Houston [1st Dist.] 1992, not writ), as follows:

Good cause for discharging an employee is defined as the employee’s failure to

perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. An employee's act constitutes good cause for discharge if it is inconsistent with the continued existence of the employer-employee relationship.

See Tave v. Dallas Indep. Sch. Dist., Docket No. 067-R2-501 (Comm'r Educ. 2001); *Baker v. Rice Consol. Indep. Sch. Dist.*, Docket No. 227-R2-493 (Comm'r Educ. 1995). In *Baker v. Rice*, the Commissioner elaborated that: "Good cause is a high standard. An employee must not only fail to perform as an ordinary employee would, but failure must be of a serious nature." The Commissioner also stated in *Baker v. Rice* that "[t]he cause standard does not allow a contract to be terminated lightly" and that the employee's failings "must be of such a level that the continued existence of the employer-employee relationship is called into question."

The Preponderance Of The Evidence Does Not Support Termination

The District has failed to establish the alleged conduct by a preponderance of evidence. The Commissioner of Education has stated the following:

In an appeal [of a termination case] to the Commissioner, a letter of proposed termination is treated as a pleading. *Gibson v. Tatum Indep. Sch. Dist.*, Docket No. 040-R2-1099 (Comm'r Educ. 1999) ... Therefore, in accordance with Texas law the letter of proposed termination must state enough facts to give the employee fair and adequate notice of the claims involved and to enable him or her to prepare a defense.... Moreover, while a court can infer a legal theory from the facts presented, *the facts must be expressly stated* - a court cannot infer facts from legal theories."

Ortiz v. Plano Indep. Sch. Dist., TEA Docket No. 012-R2-10-2013, pp. 13-14 (Comm'r Educ. 2014). In *Ortiz*, the Commissioner reviewed the decision of an Independent Hearing Examiner on the termination of a teacher's contract. In that case, the IHE admitted evidence for "several other potential grounds for termination." However, the Commissioner noted that, "because the notice of proposed termination had not even hinted at these other claims, they cannot serve as a basis for terminating Petitioner's contract." Evidence of any alleged facts or circumstances outside what is written in the Termination Letter is irrelevant.

Chapter 21, Subchapter F of the Texas Education Code charges the IHE with conducting the hearing "in the same manner as a trial without a jury in a district court." *See* Tex. Educ. Code § 21.256(e). That is, the Texas Rules of Evidence apply, the proceedings are recorded, the District has the burden of proof by a preponderance of the evidence. *See id.* at § 21.256(d), (h). The employee enjoys certain rights including the right to be represented by counsel, to hear the evidence supporting the charges, cross-examine adverse witnesses, and present evidence of his or her own. *See id.* at §21.256(c). Additionally, as the fact finder, the hearing examiner is the sole judge of the witnesses' credibility and the weight to be given their testimony and is free to resolve any inconsistencies. Following the hearing, the examiner must make a written recommendation that includes findings of fact and conclusions of law and may include a proposal for granting relief. *See id.* at § 21.257. *See also Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559 (Tex. 2000).

I find Ms. Williams's testimony to be credible and consistent. The weight of the evidence demonstrates that Respondent's conduct was consistent with the actions of a reasonably prudent educator acting under the same or similar circumstances.

No Opportunity to Remediate

Unless the action complained of is egregious, the teacher should be given clear directions on what behavior is not acceptable and an opportunity for remediation prior to a termination. *Peck v. Texas School for the Deaf*, No. 069-R2-1287 (Comm'r Educ., Dec. 1990). As stated in *Tyler v. Galveston Indep. Sch. Dist.*, No. 132-R1b-783 (Comm'r Educ., Nov. 1984), and as quoted in *McRuiz v. Cleburne I.S.D.*, no. 047-R2-1087 (Comm'r Educ., Nov. 1990): remediation was required when none of the teacher's actions posed any threat of emotional or physical harm to students or to other district employees. "When the conduct in question is remediable, the district typically will not have good cause to terminate without prior warning to the teacher and an opportunity for remediation." *Dallas Indep. Sch. Dist. v. Rose*, Docket No. 101-LH-0606 (IHE Decision 2006) (concluding no good cause exists where remediation was not provided).

To the extent that HISD has identified any actual deficiencies, which it has not, Ms. Williams is entitled to adequate notice of such deficiency and a reasonable opportunity to remediate such deficiency. See *McRuiz v. Cleburne Indep. Sch. Dist.*, Docket No. 047-R2-1087 (Comm'r Educ. 1999); *Weatherwax v. Fort Worth Indep. Sch. Dist.*, Docket No. 113-LH-598 (Comm'r Educ. 1998). In this case, Respondent has been proposed for termination for issues with her performance in her duties as District employee but has not been sufficiently warned or provided an opportunity to remediate any issues. Ms. Williams only worked at the school for 6 or 7 school days during the 2025-26 school year.

Commissioner precedent is clear that when alleged deficiencies are remediable, a district must provide the educator with notice of the deficiency and a reasonable opportunity to correct it. Here, Respondent was removed from campus within days of receiving initial memoranda that themselves contained prospective, "moving forward" directives. Further, she was never provided any of the "supports" listed in the "Support Plan."

Respondent worked approximately 6 or 7 instructional days under Principal Heard before removal. She was placed on a support plan for approximately one and one-half instructional days before being removed from campus. No formal growth plan was implemented. No progressive discipline was issued. The District provided no meaningful opportunity for improvement prior to initiating termination proceedings.

The record shows that Respondent was still within the early-year coaching phase applicable to all teachers, had not yet entered the formal observation cycle, and had never previously been subject to discipline for similar concerns. The District replaced the principal at Respondent's school—due to his admitted failure to meet District expectations for growth and due to an inability to achieve teacher buy-in for the "HISD curriculum" he attempted to impose. Respondent never had an opportunity to work for Ms. Lewis, the new principal. The evidence showed that Ms. Lewis was a proven successful leader who was able to implement HISD curriculum with modifications to make it lawful and to

achieve teacher buy-in. Instead of allowing Ms. Williams an opportunity to serve under Ms. Lewis, the District imposed the most severe employment consequence available—mid-contract termination—without affording Respondent any opportunity to demonstrate compliance.

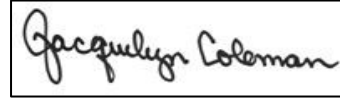
Such an approach is inconsistent with Chapter 21 jurisprudence and undermines the high threshold required for good-cause termination. The absence of remediation is particularly significant where the alleged deficiencies involved documentation practices and instructional pacing—areas that are readily correctable through clarification and support rather than termination.

CONCLUSIONS OF LAW

1. The Independent Hearing Examiner has jurisdiction of the matter pursuant to Chapter 21, Subchapter F, Section 21.251 of the Texas Education Code.
2. 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.
3. Respondent is employed under a Chapter 21 term contract.
4. Texas Education Code Section 21.211(a)(1) provides that a board of trustees may terminate a term contract and discharge a teacher at any time for good cause as determined by the board.
5. The District bears the burden to prove good cause for termination by a preponderance of credible and admissible evidence.
6. The District must establish that Respondent's conduct constituted a failure to meet the accepted standards of the profession and that termination was warranted under the totality of the circumstances.
7. The District failed to meet its burden.
8. Based on the facts and matters enumerated above, the recommended termination of Respondent's Chapter 21 term contract has not been proven to be supported by a preponderance of the evidence. HISD did not present a preponderance of evidence to support a finding, conclusion, and/or recommendation that it has proven good cause to terminate Ms. Williams's contract.
9. The evidence, in fact, supports a conclusion that Ms. Williams has faithfully served the HISD for years, to the great benefit of students and staff in the District.
10. The evidence shows that Ms. Williams is capable of remediation, that she is entitled to an opportunity for remediation related to any perceived deficiencies raised in this hearing, and has not been provided an opportunity to remediate any perceived deficiencies.

11. Any conclusion of law deemed to be a finding of fact is hereby adopted as such.

SIGNED AND ISSUED on this 27th day of February, 2026.

A rectangular box containing a handwritten signature in cursive script that reads "Jacquelyn Coleman".

Jacquelyn Coleman
INDEPENDENT HEARING EXAMINER

A copy of this recommendation was sent to:

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