

TYRA L. HARRISON,	§	BEFORE THE
Petitioner,	§	
	§	
v.	§	COMMISSIONER OF EDUCATION
	§	
EL PASO INDEPENDENT	§	
SCHOOL DISTRICT,	§	
Respondent.	§	THE STATE OF TEXAS

DECISION OF THE COMMISSIONER

Petitioner Tyra L. Harrison, a former employee of Respondent El Paso Independent School District, appeals to the Commissioner of Education challenging Respondent's school board's decision to terminate her employment contract for good cause. Respondent denies that its board erred and argues that the Commissioner should deny Petitioner's appeal.

Adrienne Butcher is the Administrative Law Judge assigned to hear this case. Petitioner proceeds *pro se*. Respondent is represented by its counsel, Rosemary M. Marin and Alejandra R. Pasillas, of ScottHulse, P.C., in El Paso, Texas.

For the reasons addressed in this Decision, the Commissioner denies Petitioner's appeal.

FINDINGS OF FACT

After due consideration of the record and matters officially noticed, it is concluded that the following Findings of Fact are established by the record and file in this case:

1. The Commissioner incorporates by reference the Independent Hearing Examiner's Findings of Fact, as adopted unmodified by Respondent's school board. Tex. Educ. Code § 21.304(a).

2. The school board considered the IHE's Recommendation and the parties' respective arguments on it on March 4, 2026. After hearing argument, the board voted to adopt the IHE's Recommendation without change and to terminate Petitioner's term contract for good cause.

3. Petitioner timely appealed the board's decision to the Commissioner on March 6, 2026.

4. Respondent timely filed the local record and its answer on March 26, 2026.

5. Petitioner filed a March 27, 2026 Objection to the Local Record. On the same day, Petitioner filed her brief.

6. Respondent filed its brief on April 9, 2026. Also on April 9, 2026, Respondent filed its Response to Petitioner's Objections to the Local Record, a document titled, "First Amended Index and Supplemental Record," and a thirteen-page document composed of emails related to discovery in the Subchapter F proceeding; a prehearing conference order from the Subchapter F proceeding; a January 23, 2025 letter from Respondent's Chief Academic Officer to Petitioner; and a September 18, 2025 letter of reprimand from the Chief Academic Officer to Petitioner.

7. Petitioner filed her reply brief on April 10, 2026.

DISCUSSION

Background Summary

In the 2024–2025 school year, Petitioner worked as Respondent's Executive Director of Whole Learner Support and Intervention. In late 2025, Petitioner took leave under the Family Medical Leave Act (FMLA), and on April 28, 2025, she exhausted her FMLA-protected leave. Respondent notified Petitioner on April 29, 2025, that her position was vacated.

After exhausting her FMLA leave, Petitioner requested an unpaid leave of absence for medical reasons, which Respondent approved through August 31, 2025. Respondent notified Petitioner that although her position was still vacated, under Respondent's policy, when she returned to work, she would be entitled to an equivalent position, "subject to the availability of a suitable position" and board policies for filling vacancies. Respondent also notified Petitioner that before returning to work, she would need to provide Respondent with a medical doctor's "fitness for duty" certification.

While on unpaid leave, Petitioner continued to receive and send email communications through her district email account and never lost access. She also accepted a one-year term

contract for the 2025–2026 school year on May 21, 2025.¹ On July 2, 2025, Petitioner notified Respondent of her intent to return to work at the end of her unpaid leave period, but she did not provide a medical fitness-for-duty release. Respondent filled Petitioner’s vacant position on August 20, 2025. On August 27, 2025, Petitioner emailed a medical certification to return to work without restrictions, effective for September 2, 2025.²

On October 3, 2025, Respondent’s Director of Employee Relations, Rosa Ramos, emailed Petitioner notification of an October 8, 2025 in-person meeting scheduled at Respondent’s office. The meeting’s purpose was to discuss Petitioner’s anticipated return to work and other matters. Ramos also emailed Petitioner on October 6 and 7, 2025, about this meeting. Petitioner opened and viewed but did not respond to any of Ramos’s emails, and she did not attend the October 8, 2025 meeting or notify Ramos or any other administrator that she would not attend it.

Ramos again emailed Petitioner on October 10, 2025, summarized Petitioner’s failure to respond to her prior messages, and rescheduled the meeting for October 22, 2025. In that email, Ramos attached documents that she had intended to provide Petitioner at the October 8, 2025 meeting.³ Ramos directed Petitioner to review, sign, and return the documents by October 20, 2025, and to report to the office for the rescheduled meeting on October 22, 2025. Petitioner opened and viewed Ramos’s email but did not comply with any of its directives regarding the documents or respond to Ramos. Petitioner did not attend the October 22, 2025 meeting or notify Ramos or any other administrator that she would not attend it.

On October 30, 2025, Ramos sent Petitioner another email detailing Petitioner’s failures to respond to Ramos’s emails and directives and notifying her that her actions violated Policy DEC (Local), were considered job abandonment, and were grounds for termination. Ramos gave

¹ The IHE found that Petitioner did not sign but nonetheless “admitted she accepted” this contract. The contract’s validity is not at issue in this appeal.

² The day before, September 1, 2025, Petitioner emailed Respondent’s school board to request information about her return to work. This communication followed Respondent’s instructions to Petitioner that Human Resources would notify her about any available assignments. After being admonished not to email the board by Respondent’s counsel, Petitioner emailed Respondent’s counsel and copied the board. Despite another admonishment, “You cannot do this,” by her own counsel, Petitioner emailed the board again about her employment status on September 17, 2025.

³ The documents included (1) an April 23, 2025 letter of reprimand; (2) a September 18, 2025 letter of reprimand; (3) an October 8, 2025 bona fide job offer for Petitioner; and (4) a job description.

Petitioner until November 6, 2025, to reply and notify Ramos if her determination was in error. While Petitioner emailed Ramos on November 6, 2025, she did not address the alleged violations but instead requested clarification of her “separation status” and stated that she felt constructively discharged because she did not believe Respondent had offered her an equivalent position.

On or about December 18, 2025, Respondent gave Petitioner written notice that the board proposed to terminate her contract during its term for good cause. Respondent’s termination reasons included:

- (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; and
- (g) Any reason that make the employment relationship void or voidable.

After receiving this notice, Petitioner timely requested a hearing under Texas Education Code Chapter 21, Subchapter F, and the Commissioner assigned an Independent Hearing Examiner (IHE) to hear her case. The IHE conducted a February 5, 2026 evidentiary hearing and issued a February 24, 2026 Recommendation, recommending that the board terminate Petitioner’s contract for good cause. The board met and considered the IHE’s Recommendation and the parties’ respective arguments about it on March 4, 2026. The board then voted to adopt the IHE’s Recommendation without change and to terminate Petitioner’s contract for good cause. Petitioner timely appealed to the Commissioner.

The parties’ briefs

As a preliminary matter, the Commissioner addresses the parties’ briefs. Briefing is meant to notify the Commissioner of the issues in an appeal and to present arguments that enable him to decide the appeal. In an appeal brought under Texas Education Code Chapter 21, Subchapter G, known as a “short timeline appeal,” briefing is particularly important because the Commissioner has a very short statutory window to hear and decide the appeal. Notably, his decision is due only thirty days from the school district’s deadline to respond to the petition for review, and the statutory

consequence of missing that deadline is that the school board automatically prevails. Because in that short timeframe, the parties must brief the issues, after which the Commissioner must analyze the briefs, authorities, and record before drafting and issuing a decision, concise, adequate briefing *ab initio* is critical.

Neither party's brief fully complies with the Commissioner's rules, which the Agency sent to the parties when Petitioner filed her appeal. *See* 19 Tex. Admin. Code § 157.1058 (rules for briefs). Both briefs also fail to follow the Commissioner's formatting rules, such as presenting double-spaced text. *See* 19 Tex. Admin. Code § 157.1048. Although the briefs have several defects that do not aid analysis of the issues,⁴ the Commissioner accepts the briefs as substantially compliant and addresses the issues as thoroughly as the circumstances permit.

Issues presented

Petitioner identifies the following issues in her brief:

1. Whether the Board's decision is supported by substantial evidence when the IHE's good cause findings rest entirely on conduct never alleged in the operative termination letter, and neither allegation actually charged in that letter was proven, addressed, or resolved in the recommendation.
2. Whether the Board's decision is supported by substantial evidence when the IHE identified a direct contradiction between EPISD's own witnesses — on whether the disciplinary documents used in the demotion determination were a basis for the termination recommendation — and left that contradiction unresolved.
3. Whether the Board's decision is supported by substantial evidence when the IHE made no finding on whether the suitable-position determination was procedurally legitimate, where: (a) EPISD had 56 days of advance awareness of Petitioner's return and filled her position seven days before her physician's note arrived; (b) the determination had no rubric, no policy framework, and excluded Petitioner's own supervisor; and (c) it rested on disciplinary documents Harrison had never seen, never signed, and had no opportunity to response to before they were used against her.

⁴ Petitioner's brief lists six issues, but she only appears to address five in sections that do not correlate well with her "issues presented." Her "statement of facts" section includes some argument, including unsupported argumentative statements, and is at times difficult to follow. The majority of Respondent's twenty-page, single-spaced brief simply recycles—often verbatim—the IHE's findings of fact while also incorporating them by reference. This obscures the portions of Respondent's brief that do address Petitioner's brief, which largely appear in the brief's latter half. Respondent's brief also misstates the good cause standard, citing Texas Education Code section 21.156, which applies to continuing contracts. These briefing issues do not aid and often obstruct the Commissioner's analysis. Briefs should be clear and concise and should not unnecessarily incorporate or repeat other documents.

It is not clear whether either or both parties used generative AI in their briefing. In any event, the Commissioner notes that this rapidly emerging technology, at least at its current developmental state, must be used cautiously, as it can result in erroneous citations and unduly voluminous briefing that does not effectively present issues in a short timeline case. *See Mata v. Avianca, Inc.*, 678 F.Supp.3d 443 (S.D.N.Y. 2023). Parties are ultimately responsible for their filings, including ensuring citation accuracy and that the arguments clearly and appropriately present the issues.

4. Whether good cause for insubordination is established under Tex. Educ. Code § 21.156(a) when all October 2025 directives were issued exclusively through a designee who documented her own discomfort with Petitioner — discomfort arising from Petitioner’s supervisory role over the employee placed in Petitioner’s former position — and Petitioner’s formal request for an alternative contact was never addressed.
5. Whether a procedural irregularity occurred under 19 Tex. Admin. Code § 157.1072(b) when the termination recommendation was signed by two individuals named in Petitioner’s active protected complaints, and the IHE made no finding on the effect of those conflicts.
6. Whether EPISD proved either allegation charged in the operative termination letter when its own principal witness — Petitioner’s direct supervisor and the letter’s author — confirmed he neither recommended termination, was consulted on the decision, nor had involvement in any October directive.⁵

Standard of review

Petitioner appeals under Texas Education Code section 21.301. Under section 21.301(c), the Commissioner considers the appeal solely on the basis of the local record, which consists of the evidentiary record before the Independent Hearing Examiner (IHE), the IHE’s recommendation, the record of proceedings before the school board, and the parties’ briefs. Tex. Educ. Code § 21.301(c). The Commissioner may not substitute his judgment for the school board’s and must affirm a school board’s decision unless it is arbitrary, capricious, unlawful, or not supported by substantial evidence or the IHE’s findings of fact are unsupported by substantial evidence. Tex. Educ. Code § 21.303(b); *Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559, 566 (Tex. 2000).

Termination notice

In her first issue (presented in her brief’s argument, section B), Petitioner argues that the Board’s decision is not supported by substantial evidence because it rests primarily on conduct that Petitioner argues was not raised in the “operative termination letter.” Petitioner refers to the “operative termination letter” as “Respondent’s Exhibit R-14,” which she also describes as “the September 18, 2025 LOR,” appearing to refer to letters of reprimand. Petitioner argues that the “operative termination letter” contains two allegations that Respondent did not establish before the IHE and the board.⁶ Finally, Petitioner argues that the IHE’s Findings of Fact 47–94 and

⁵ The Commissioner takes notice of Petitioner’s “issues presented” section but follows the argument section of her brief in addressing the five issues presented there, to the extent these sections differ.

⁶ Petitioner’s argument that Respondent provided “two allegations: (1) the December 2024 Panorama directive refusal; and (2) the February 2025 calendar access failure” is not based on Respondent’s termination notice but instead,

Conclusions of Law 9–22 address her failure to respond to Ramos’s communications between communications in October through December, which conduct she argues postdates the September 18, 2025 letters of reprimand and, presumably, cannot be considered as a termination basis.

In paragraph 84 of its brief, Respondent counterargues that Petitioner’s “operative termination letter” is a September 18, 2025 letter of reprimand, not Respondent’s December 18, 2025 notice to Petitioner of proposed contract termination. The local record contains Respondent’s December 18, 2025 notice of proposed termination, which identifies the following good cause termination reasons:

1. Failure to fulfill duties and 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. Breach of the employment contract; and
7. Any reason that make the employment relationship void or voidable; and
8. Any other reason constitution good cause for termination the [sic] contract during its term.

The December 18, 2025 letter describes Petitioner’s “wrongful conduct” as her failure to fulfill the requirements of her employment contract and her engaging in conduct that is “inappropriate and incongruent with the standards expected of an educator,” citing its Policy DH (Exhibit).

Substantial record evidence supports the board’s decision. In the Subchapter F hearing, the IHE found that Respondent met its burden of showing that Petitioner engaged in insubordination and repeatedly failed to comply with directives, violating Policies DH, DEC, and Petitioner’s employment contract. The conduct supporting these findings included Petitioner’s inexplicable and repeated refusal to respond to emails from Ramos, the superintendent’s designee, on October 3, 6, and 7, 2025. Those emails directed Petitioner to appear for an October 8, 2025 in-person meeting at Respondent’s office to discuss her anticipated return to work. Petitioner did not attend the meeting or notify Ramos or any other administrator that she would not attend it.

apparently, on two September 18, 2025 letters of reprimand to Petitioner regarding the latter’s refusal to follow Panorama directives and refusal to grant calendar access.

Ramos then emailed both Petitioner's work and personal email accounts on October 10, 2025, summarizing Petitioner's failure to respond to her prior messages and rescheduling the meeting for October 22, 2025. Ramos also attached documents that she had intended to give Petitioner on October 8, 2025, had Petitioner attended that meeting. The documents included (1) an April 23, 2025 letter of reprimand; (2) a September 18, 2025 letter of reprimand; (3) an October 8, 2025 bona fide job offer for Petitioner; and (4) a job description. Ramos gave Petitioner another directive to review, sign, and return the documents by October 20, 2025, and to report to the office for the rescheduled meeting on October 22, 2025. Petitioner opened and viewed Ramos's email but did not comply with any of its directives or respond to Ramos. Petitioner also did not attend the October 22, 2025 meeting as directed or notify any administrator that she would not attend it.

On October 30, 2025, given Petitioner's continued refusal to respond to emails or follow Ramos's directives as described above, Ramos sent Petitioner another email detailing these failures and notifying her that her actions violated Policy DEC (Local), were considered job abandonment, and were grounds for contract termination. Ramos gave Petitioner until November 6, 2025, to reply and notify Ramos of any error in her determination. While Petitioner emailed Ramos on November 6, 2025, she did not provide the requested information but instead sought clarification of her "separation status" and stated that she felt constructively discharged because she did not think she was offered an equivalent job.

This evidence is contained in the local record and supports Respondent's stated termination reasons in its December 18, 2025 notice of proposed contract termination. Petitioner fails to show that the IHE relied on conduct outside of the scope of Respondent's notice of proposed termination. Moreover, Petitioner does not show that she asserted at the evidentiary hearing or to the board that the evidence presented and addressed at her hearing exceeded the scope of her termination notice. Accordingly, Petitioner fails to show that the board erred. *See* Tex. Educ. Code § 21.303(b). The Commissioner overrules Petitioner's first issue.

Issues regarding Petitioner's return to work

In her second issue (presented in her brief's argument, section C), Petitioner argues that substantial evidence does not support the board's decision because her alleged "demotion determination was procedurally unsupported," Respondent "created the unavailability it relied upon," and the IHE failed to resolve a "material witness contradiction."

Petitioner's briefing reflects that she considered the October 10, 2025 "bona fide job offer" a demotion. She argues that she notified Respondent on July 2, 2025, that she planned to return to work, giving it "56 days of advance awareness," but that instead of waiting for her to obtain a return-to-work release, Respondent filled her position on August 20, 2025.⁷ Petitioner also complains that Respondent did not use a rubric or policy basis or involve her supervisor in its alleged demotion decision.

Petitioner's argument is unavailing. She exhausted her protected leave status on April 28, 2025. Respondent was not required to hold a preferred position for her. Moreover, Petitioner's focus on an alleged demotion sidesteps the issue that governs this appeal, which is whether the record evidence supports Respondent's decision to terminate her contract for the reasons it proposed termination. The local record clearly reflects, and Petitioner does not dispute, that she ignored Ramos's numerous emails throughout October 2025, failed to return documents as directed, and failed to attend two meetings as directed to discuss her return to work.

On appeal, Petitioner explains that she did not respond to Ramos because she was uncomfortable with Ramos's alleged role in filling Petitioner's previous position. Petitioner's explanation for her actions does not negate the fact that they violated school policy and her contract, which established good cause for her contract termination. Petitioner could have filed a grievance if she believed Ramos and others improperly demoting her, even while responding to Ramos and complying with requests to return documents and attend meetings. She chose instead to violate school policy by failing to respond to any of Ramos's emails and directives. This is substantial record evidence that supports the board's termination decision.

⁷ Petitioner notes that the doctor's release came a week after Respondent filled the position.

Finally, Petitioner argues that the IHE found a “direct contradiction” between Ramos’s and another witness’s testimony and failed to resolve it. Petitioner cites to an excerpt in the local record that is not the IHE’s recommendation but Petitioner’s own proposed Findings of Fact submitted to the IHE. This argument lacks merit. Moreover, the Commissioner does not resolve conflicts in the witnesses’ testimony on appeal. *See Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559, 567 (Tex. 2000).

The Commissioner overrules Petitioner’s second issue.

Insubordination finding

In her third issue (presented in her brief’s argument, section D), Petitioner argues that substantial evidence does not support Respondent’s finding that she was insubordinate. Petitioner explains that she was uncomfortable responding to Ramos because Ramos “was simultaneously involved” in placing an employee who Petitioner had previously supervised into Petitioner’s previous position. Without pointing to record evidence, Petitioner argues that sometime in October 2025, she requested an alternate Human Resources designee, but Respondent never addressed her request.

This argument is irrelevant to the issue of whether substantial evidence supports Respondent’s termination decision. Petitioner’s alleged discomfort with what she perceived was a conflicted role by Ramos does not excuse her repeated refusal to respond or engage with Ramos. Finally, although Petitioner argues that the IHE made no findings on “whether the [Ramos] conflict-of-designee issue affected the legitimacy of the October directives,” that is incorrect. The IHE found that Ramos served as the superintendent’s designee in her interactions with Petitioner, and Petitioner’s refusal to respond or comply with Ramos’s requests violated Policy DH.

The Commissioner overrules Petitioner’s third issue.

Procedural irregularity in administrative recommendation

In her fourth issue (presented in her brief’s argument, section E), Petitioner argues that a procedural irregularity occurred when “[Respondent’s Chief Human Capital Management Officer Patricia] Cortez confirmed under oath that she and Aguierre were both named in Petitioner’s

[unidentified] active grievances and both signed the December 3, 2025 termination recommendation.” Petitioner does not explain this issue in her brief but instead, simply states, “The IHE made no finding on whether the cumulative involvement in the termination process constituted a conflict affecting the proceeding’s integrity. The Commissioner should make that finding.”

Petitioner’s argument is unclear. Her prior grievances, if any, are not part of this appeal. Regardless of the identities of the administrators who signed her termination recommendation, the board considered the superintendent’s recommendation before proposing termination, after which the IHE held an evidentiary hearing on the proposed employment action, followed by a second board meeting to consider the evidence. The IHE and board were independent reviewers, regardless of Petitioner’s belief that some of the recommendation’s signatories were biased. The signatories to the recommendation were not decisionmakers. The IHE was also not required to make a finding on the signatories’ alleged conflict, to the extent Petitioner implies that the lack of such a finding was erroneous. The Commissioner will not make a finding on an unaddressed issue of administrative bias on appeal.

The Commissioner overrules Petitioner’s fourth issue.

Prior letters of reprimand

In her fifth and final issue (presented in her brief argument, section F), Petitioner argues that Respondent failed to prove “either allegation charged in the operative termination letter.” Petitioner then addresses issues raised in her September 2025 letters of reprimand, arguing that Respondent failed to meet its burden of establishing either allegation.

As addressed above, the local record supports Respondent’s decision to terminate Petitioner for her failure to respond at all to Ramos’s emails on October 3, 6, 7, and 10, 2025; failure to return documents as directed; and failure to attend return-to-work meetings set for October 8, 2025, and October 20, 2025. Respondent was not required to also prove the events in what Petitioner erroneously terms the “operative termination letter,” which were an administrator’s prior letters of reprimand to Petitioner regarding her alleged refusal to follow a December 2024

directive and related to a previous calendar access issue. Petitioner incorrectly relies on these issues as being the only possible bases for her contract termination.

The Commissioner overrules Petitioner's fifth issue.

Record objections and supplementation

Petitioner filed Objections to the Local Record on March 27, 2026, raising six objections with multiple subparts. Respondent filed a response to the objections, noting that Petitioner correctly identified two exhibits, "R-13" and "R-14," that were admitted in the Subchapter F hearing were not included as marked exhibits in the local record filed March 26, 2026. However, they were also found elsewhere in the local record. Regardless, Respondent supplemented the local record to include those marked exhibits. Respondent also supplemented the local record with Exhibit "R-3," for which it states no offer of proof was made but that it would nonetheless add to the local record. Respondent noted that Petitioner correctly stated that an IHE ruling in response to a Notice of Deficiency was not included in the local record; Respondent included this document in its supplemental record. In addition, Respondent noted that Petitioner's objection to exclusion of her witness list before the IHE was due to Petitioner's inclusion of that list in another document she had filed. Respondent noted that it supplemented the local record to separate Petitioner's witness list. Respondent also stated that Petitioner correctly objected to typographical error that misstated the date for Item 29 in its originally submitted index. Respondent corrected the error in its "First Amended Index" filed with its supplemental record.

Regarding Petitioner's remaining objections, Respondent responded that Petitioner sought inclusion of evidence that was not admitted before the IHE and for which she made no offer of proof. *See* 19 Tex. Admin. Code § 157.1072(e)(1) (setting requirements for local record, including "all admitted evidence" and "all offers of proof"). Having reviewed the objections, response, amended index, and supplemental record, the Commissioner overrules Petitioner's remaining objections, as none appear material to this appeal's outcome. *Id.* § 157.1072(d)(1).

Conclusion

For all the foregoing reasons, the Commissioner denies Petitioner's appeal.

CONCLUSIONS OF LAW

After due consideration of the record, matters officially noticed, and the foregoing Findings of Fact, in my capacity as Administrative Law Judge, I make the following Conclusions of Law:

1. The Commissioner has jurisdiction over this appeal. *See* Tex. Educ. Code § 21.301(a).

2. Petitioner fails to show that Respondent's board erred by exceeding the scope of its termination notice or that substantial evidence does not support its termination of her contract for the reasons stated in its December 18, 2025 notice of proposed termination.

3. Petitioner fails to show that Respondent's decision was erroneous because of procedural flaws she raises related to her alleged demotion, Respondent's administration's actions related to her alleged demotion, and the IHE's alleged failure to make a finding of fact on what Petitioner believes is a "material witness contradiction."

4. The board's decision is supported by substantial evidence.

5. The IHE, as the finder of fact, resolves conflicts in the evidence and testimony and determines witness credibility. The IHE is not required to make specific findings about evidentiary conflicts.

6. Substantial evidence supports the board's finding that Petitioner's conduct in ignoring weeks of emails from Ramos, as the superintendent's designee, and refusing to return documents or attend meetings as directed, violated her contract and district policy and was good cause for termination.

7. Petitioner fails to show that the board erred based on alleged bias by administrators who signed her proposed termination, against whom Petitioner asserts she had previously filed grievances.

8. Petitioner fails to show the board erred where she claims it did not establish allegations set out in September 25, 2025 letters of reprimand. The letters of reprimand are not

Respondent's official notice of proposed termination and did not govern the issues in Petitioner's Subchapter F proceedings.

9. Respondent made several corrections to the local record that Petitioner identified in her Objection to the Record. Petitioner's remaining objections that Respondent did not correct are overruled, as they are either not part of the required local record or, if they are, are not material to this appeal's outcome. 19 Tex. Admin. Code § 157.1072(d), (e).

10. The Commissioner denies Petitioner's appeal.

ORDER

After due consideration of the record, matters officially noticed and the foregoing Findings of Fact and Conclusions of Law, in my capacity as Commissioner of Education, it is hereby ORDERED that the Petitioner's appeal be, and is hereby, DENIED.

SIGNED AND ISSUED this 23rd day of April 2026.

Mike Morath Digitally signed by Mike Morath
Date: 2026.04.23 11:07:11 -05'00'

MIKE MORATH
COMMISSIONER OF EDUCATION