

TEA DOCKET NO. 021-LH-10-2025

HOUSTON I.S.D.,	§	BEFORE ARTHUR J. WHITE III
PETITIONER	§	
V.	§	CERTIFIED HEARING EXAMINER
DEANTE FORD,	§	
RESPONDENT	§	THE STATE OF TEXAS

RECOMMENDATION OF THE CERTIFIED HEARING EXAMINER

After due consideration of the record, matters officially noticed, and the following Findings of Fact and Conclusions of Law, in my capacity as a Certified Hearing Examiner, it is hereby determined that:

Petitioner **does** have good cause for the termination of Respondent’s probationary contract pursuant to TEX. EDUC. CODE § 21.104(a) and Houston Independent School District Board Policies DH (LOCAL) and DH (EXHIBIT).

IT IS RECOMMENDED that the Board of Managers of the Houston Independent School District adopt the following Findings of Fact and Conclusions of Law and enter an order consistent therewith.

BACKGROUND

Houston Independent School District (“HISD” or “Petitioner”) has proposed the termination of Deante Javon Ford’s (“Ford” or “Respondent”) one-year probationary contract pursuant to Texas Education Code § 21.104.

Petitioner was represented by Bryce A. Corsaut of Spalding Nichols Lamp Langlois.

Respondent was represented by Athill Muhammad, Attorney at Law.

The hearing was held on January 8, 2026.

FINDINGS OF FACT

After due consideration of the evidence and matters officially noticed, the following Findings of Fact have been proven by a preponderance of the evidence:

1. On April 7, 2025, HISD offered Respondent Deante Javon Ford a position as an NES Special Education Teacher at Thomas Middle School for the 2025-2026 school year. The offer letter specified a salary of \$90,000, which was expressly contingent upon Ford providing official service records to validate his prior teaching experience. The letter stated, “An official service record validating prior service must be received... or my salary will be reduced.” (HISD Ex. 4; Tr. 36-39).
2. Ford acknowledged and accepted this condition, understanding it was his responsibility to obtain and submit the required service records from his previous employer, Fort Bend Independent School District. (HISD Ex. 4; Tr. 38-39, 133-134). It is the employee’s responsibility to provide this documentation. (HISD Ex. 11, 13; Tr. 40, 46).
3. On or about July 15, 2025, prior to his official start date of July 21, 2025, Ford requested a Verification of Employment (VOE) letter from HISD to secure a mortgage loan. (Tr. 20, 150).
4. Stacie Hogan, HISD Director of Employee Services, issued a VOE letter (a governmental record) to Ford on July 15, 2025. Because Ford had not yet submitted his service records, HISD’s official payroll system (SAP) reflected the base salary of \$86,000 for his position. The VOE letter correctly stated this official salary. (HISD Ex. 6; Tr. 28-29, 68-69).

5. Upon receiving the VOE letter, Ford noted the discrepancy. Ms. Hogan advised him to speak with the HISD Compensation department to resolve the issue. The Compensation department informed Ford that the discrepancy existed because his service records were missing. (Tr. 43-44, 154-155).
6. Instead of waiting for the records to be processed and a corrected VOE to be issued, Ford provided an altered version of the VOE letter to his mortgage company. The altered letter had been changed to reflect a salary of \$90,000. (HISD Ex. 7; Tr. 29-30).
7. Ford's testimony regarding the alteration was evasive and lacked credibility. While he denied personally altering the document, he admitted he "had the idea it was happening" and that he needed the document that specific day or he "was going to miss the house." (Tr. 158, 165). He further admitted that during the District's investigation, he told the investigator he had altered the document and that he thought it was "no big deal." (Tr. 158-160). The preponderance of the evidence establishes that Ford either altered the document himself or directed another person to do so on his behalf.
8. The mortgage company, noting discrepancies between the altered VOE provided by Ford and other documents provided by HISD, contacted Ms. Hogan. This inquiry triggered an internal investigation by HISD. (HISD Ex. 5; Tr. 25-27, 90-91).
9. Ford eventually submitted his service records on or about July 17, 2025. His salary was subsequently adjusted to \$90,000, and his paychecks have reflected this amount. (Tr. 137, 165; RX1).
10. Falsifying a district record violates multiple HISD Board Policies, including DH (LOCAL) and DH (EXHIBIT), which incorporates the Educator's Code of Ethics. Specifically, Ford's conduct violated:

- a. Standard 1.6: “The educator shall not falsify records, or direct or coerce others to do so.” (HISD Ex. 21; Tr. 55).
 - b. Standard 1.7: “The educator shall comply with state regulations, written local school board policies, and other state and federal laws.” (HISD Ex. 21; Tr. 55).
 - c. DH (LOCAL): “Every employee shall be responsible for... Following the established rules of behavior for the District and society in general as defined by local, state, and federal laws.” (HISD Ex. 20; Tr. 51). This policy also states that “intentionally making a false claim, offering a false statement... may result in disciplinary action, including termination of employment.” (Tr. 52).
11. Jeremy Binkley, General Counsel for Humble ISD and former General Counsel for Spring ISD, provided credible expert testimony. He established that Humble ISD and Spring ISD are “similarly situated school districts” to HISD. (Tr. 102-104). He testified unequivocally that falsifying a governmental record as Ford did is a “black and white” violation of policy and the Educator’s Code of Ethics, and that such conduct would constitute good cause for termination in those districts. (Tr. 112, 117-118, 124).
12. Ford’s primary legal defense – that his actions occurred before his official employment start date of July 21, 2025, and thus he was not yet an “employee” subject to HISD policy – is unpersuasive. Ford accepted an offer of employment in April 2025. He affirmatively sought a VOE letter from HISD because of his status as a prospective employee. The document he falsified was an official record issued by his future employer, about his future employment, for his personal gain. This creates an undeniable nexus between the misconduct and the employment relationship. His conduct directly implicates the fitness,

integrity, and honesty required to be a professional educator entrusted with public records and student welfare.

13. Ford's defense that the salary was "correct anyway" is a statement of motive, not a defense to the act of falsification. At the time the altered document was presented, the statement of a \$90,000 salary was false, as his official, verifiable salary was \$86,000 pending submission of his service records.
14. The testimony of HISD's witnesses, Stacie Hogan and Jeremy Binkley, was direct, consistent, and credible. Respondent's testimony was contradictory and not credible regarding the central issue of the document's alteration.

CONCLUSIONS OF LAW

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

1. The Certified Independent Hearing Examiner has jurisdiction over this matter pursuant to Chapter 21, Subchapter F of the Texas Education Code and HISD Board Policy DFBA (LOCAL). *See* TEX. EDUC. CODE § 21.251, *et seq.*
2. Ford was provided a fair and impartial hearing pursuant to Chapter 21, Subchapter F of the Texas Education Code. *See id.*
3. A teacher employed under a probationary contract may be discharged at any time for "good cause," which is defined as "the failure to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly-situated school districts in this state." TEX. EDUC. CODE § 21.104(a).

4. HISD bears the burden of proving good cause by a preponderance of the evidence. TEX. EDUC. CODE § 21.256(h).
5. HISD met its burden of proof by a preponderance of the evidence that Ford falsified, or directed the falsification of, an official HISD document.
6. HISD met its burden of proof that this conduct constituted a violation of HISD Board Policies DH (LOCAL) and DH (EXHIBIT), and the Educator's Code of Ethics, including Standards 1.6 and 1.7. An educator's single violation of the Educator's Code of Ethics may constitute good cause for termination. *See Gipson v. Karnack Indep. Sch. Dist.*, Dkt. No. 037-R2-101 (Comm'r Educ. 2001).
7. The falsification of school district documents is a serious breach of professional conduct and constitutes good cause for termination. *See Gonzalez v. Austin Indep. Sch. Dist.*, Dkt. No. 011-R2-2005 (Comm'r Educ. 2005). An educator's intent is not a prerequisite for finding good cause when inaccurate or falsified documents are submitted. *See Haney v. Dallas Indep. Sch. Dist.*, Dkt. No. 028-R2-0110 (Comm'r Educ. 2009).
8. HISD proved by a preponderance of the evidence, through the expert testimony of Jeremy Binkley, that Ford's conduct failed to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts.
9. Ford's conduct, while occurring prior to his first official duty day, is subject to review under HISD policy and the Educator's Code of Ethics. By accepting an offer of employment and subsequently using his status as a prospective employee to obtain an official District document for personal use, Ford established a sufficient nexus to the District and the teaching profession. He cannot avail himself of the benefits of his prospective employment while simultaneously disclaiming the foundational ethical

obligations of honesty and integrity. An act of dishonesty so directly related to the employment relationship is a valid basis for determining fitness for employment and constitutes a failure to meet professional standards.

10. HISD had good cause for the termination of Ford's probationary contract.

11. All relief requested by Respondent is DENIED.

SIGNED AND ISSUED January 16, 2026.

A handwritten signature in black ink, appearing to read 'A. White III', is written over a horizontal line.

ARTHUR J. WHITE III
INDEPENDENT HEARING EXAMINER
for Texas Education Agency, Austin, Texas