

MICHELLE WILLIAMS,
Petitioner,

v.

HOUSTON INDEPENDENT SCHOOL
DISTRICT,
Respondent.

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BEFORE THE

COMMISSIONER OF EDUCATION

THE STATE OF TEXAS

DECISION OF THE COMMISSIONER

STATEMENT OF CASE

Petitioner Michelle Williams, a former employee of Respondent Houston Independent School District, appeals to the Commissioner of Education under Texas Education Code section 21.301, challenging Respondent's school board's decision to terminate her one-year term employment contract during its term for good cause. Petitioner argues that the board improperly changed findings of fact that were supported by substantial evidence and improperly added findings of fact. Respondent argues that its board properly changed findings of fact and unlabeled statements that were actually conclusions of law and that there was good cause to terminate Petitioner's contract.

Paul Carmona is the Administrative Law Judge assigned to this case. Petitioner is represented by her counsel, Giana Ortiz and Daniel A. Ortiz, of The Ortiz Law firm in Arlington, Texas. Respondent is represented by its counsel, Ellen H. Spalding, of Spalding Nichols Lamp Langlois in Houston, 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 adopts by reference and incorporates the Independent Hearing Examiner's (IHE's) findings of fact that Respondent's school board adopted with modifications. *See* Tex. Educ. Code § 21.304(a).

2. The school board considered the IHE's Recommendation and the parties' respective arguments at its board meeting on April 23, 2026. The school board voted to adopt the IHE's Findings of Fact and Recommendation as amended and to terminate Petitioner's one-year educator contract for good cause.

3. On May 11, 2026, Petitioner timely filed a Petition for Review with the Commissioner of Education.¹

4. Petitioner filed a Motion to Recuse the Commissioner and an Amended Motion to Recuse the Commissioner on May 12, 2026.

5. Respondent filed a Response in Opposition to Motion to Recuse on May 15, 2026.

6. Petitioner filed a Reply to Respondent's Response to Motion to Recuse on May 26, 2026.

7. Respondent timely filed the local record and its answer on May 29, 2026.

8. The Administrative Law Judge held a hearing on June 2, 2026, to address Petitioner's Motion to Recuse and the issue of competing jurisdiction under Texas Education Code sections 7.057 and 21.301. The parties appeared through their respective attorneys and argued the recusal issue.

9. Petitioner filed her brief on June 8, 2026.

10. Respondent filed its brief on June 15, 2026.

11. Petitioner filed her reply brief on June 22, 2026.

DISCUSSION

Background summary

Petitioner was employed by Houston Independent School District during the 2025–2026 school year under a one-year educator contract and was assigned as a third-grade science and reading classroom teacher at Benbrook Elementary School. On August 1, 2025, Petitioner and other staff at Benbrook were notified that the school would become an “NES Aligned” campus,

¹ Petitioner originally asserted jurisdiction under both Texas Education Code sections 7.057 and 21.301. Section 7.057 and 21.301 appeals are subject to different procedures and timelines and cannot be jointly filed in one proceeding. *See* Tex. Educ. Code § 7.057(e)(1). The Agency docketed this appeal under Chapter 21, Subchapter G. Petitioner's Brief on the Merits filed June 8, 2026, stated “Petitioner no longer seeks to assert the Commissioner's jurisdiction under § 7.057 as a basis for jurisdiction.” Accordingly, this Decision proceeds under Texas Education Code section 21.301.

meaning that the school would use the New Education System instructional model. On that same date, Petitioner sent an email to Benbrook Principal Edward Heard asking for a transfer to another campus due to her expressed concerns about the school becoming an NES-aligned campus.

Between August 2, 2025, and August 27, 2025, there were numerous communications between Petitioner and Principal Heard regarding what Heard summarized as Petitioner's "repeated refusal to implement the HISD curriculum and instructional model." One of those exchanges was an email from Petitioner to Principal Heard on August 19, 2025, in which Petitioner stated, "I will not use the HISD [curriculum] as written because it doesn't meet the definition of high quality."

By memorandum dated August 28, 2025, Principal Heard outlined to Petitioner the "numerous conversations and correspondence" between himself and Petitioner regarding his directives concerning the district's chosen curriculum and instructional model that Petitioner was expected to use in her teaching role at Benbrook. Principal Heard stated that Petitioner's "refusal to implement this reasonable request, as well as your failure to comply with reasonable directives regarding campus protocols, constitutes good cause to terminate your employment with HISD."

On October 10, 2025, Respondent's Superintendent Mike Miles notified Petitioner of Respondent's intent to terminate her employment contract "because of your refusal, verbally and in writing, to follow the HISD curriculum and the NES instructional model." Superintendent Miles further informed Petitioner that her conduct violated Respondent's board policies DH (LOCAL) and DH (EXHIBIT) and accordingly was deemed to be good cause to terminate Petitioner's contract with Respondent. The notice provided Petitioner with her appeal rights under Texas Education Code Subchapter F.

Petitioner requested a Subchapter F hearing, and the assigned IHE conducted an evidentiary hearing on February 3–4, 2026. The IHE issued a Recommendation on February 27, 2026. In her Recommendation, the IHE made 59 Findings of Fact and 11 Conclusion of Law.

On April 22, 2026, counsel for the school district served Petitioner with a copy of the district's proposed Decision of the Houston Independent School District Board of Managers,

which contained written explanations for proposed rejections of and changes to the IHE's Recommendation.

On April 23, 2026, Respondent's board heard the IHE's recommendation and the parties' respective arguments. The board voted to approve and adopt all changes to the IHE's recommendation that were outlined in the district's proposed Decision of the Houston Independent School District Board of Managers. The board rejected Finding of Fact 20 and changed Finding of Fact 53. The board changed Conclusions of Law 7, 8, and 10. The board also rejected or changed eight unlabeled statements in the introduction and discussion sections of the IHE recommendation.²

On April 30, 2026, the board announced its decision to terminate Petitioner's contract for good cause. On May 11, 20206, Petitioner timely appealed to the Commissioner.

Termination of term contracts for good cause

A school district must employ a teacher under a written contract, including a probationary, term, or continuing contract. *See* Tex. Educ. Code § 21.002. A school board may terminate a term contract at any time for good cause, as determined by the board. *Id.* § 21.211(a)(1). For purposes of term contract terminations, "good cause" is defined under common law as a failure to perform duties within the scope of employment that a person of ordinary prudence would have performed under the same or similar circumstances. *See Aserson v. Eanes Indep. Sch. Dist.*, No. 014-R2-10-2025 (Comm'r Educ. 2025) (citing *Lee-Wright, Inc. v. Hall*, 840 S.W.2d 572, 580 (Tex. App.—Houston [1st Dist.] 1992, no writ)).

A teacher who protests a proposed contract action under section 21.211(a)(1) may request an evidentiary hearing before an IHE under Texas Education Code Chapter 21, Subchapter F. Tex. Educ. Code § 21.251. At the Subchapter F hearing, the school district has the burden of proving its termination reasons by a preponderance of the evidence. *Id.* § 21.256(h). After the hearing, the IHE must make a written recommendation that includes proposed findings of fact and conclusions of law and may include a proposal for granting relief. *Id.* § 21.257(a). Within twenty days of the

² The term "unlabeled" indicates that a statement is not listed under Findings of Fact or Conclusions of Law but instead is included in the Discussion section of the IHE's recommendation or otherwise appears as a heading or dicta in the recommendation.

date the board president receives the IHE's recommendation and the hearing record, the board or its subcommittee must meet to consider the recommendation and to hear the parties' oral argument on it. *Id.* § 21.258(a), (b). After that hearing, the board makes a final decision on its proposed contract action.

In reviewing IHEs' recommendations, school boards have some limits on their discretion, imposed by Texas Education Code section 21.259. Under that section, the board may adopt, reject, or change the IHE's conclusion of law, including a determination regarding good cause, or proposal for granting relief, and shall state in writing the reason and legal basis for the change. *Id.* § 21.259(b), (d).

School boards cannot make additional findings of fact to IHEs' findings of fact. *See Klein Indep. Sch. Dist. v. Sisk*, 693 S.W.3d 551, 554 (Tex. App.—Houston [14th] 2023, no pet.) (citing *Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559, 566 (Tex. 2000)). The reason for that restriction is to preserve the integrity of a third-party hearing.³ The board may only reject or change a finding of fact after reviewing the evidentiary record, and even then, only if the finding of fact is not supported by substantial evidence. Tex. Educ. Code § 21.259(c). As with changes to conclusion of law, the board must provide a written statement of the reason and legal basis for each change or rejection. *Id.* § 21.259(d).

After the board makes its section 21.259 decision, an aggrieved party may file a timely appeal to the Commissioner of Education. Tex. Educ. Code § 21.301(a). On appeal, the Commissioner reviews the record of the evidentiary hearing and the oral argument before the board. *Id.* § 21.301(c). The Commissioner makes findings of fact and conclusions of law and may adopt by reference the findings and conclusions from the record. *Id.* § 21.304(a). Where the board has modified the IHE's findings of fact, the Commissioner may not substitute his judgment for the board's unless its decision is arbitrary, capricious, or unlawful or the examiner's findings of fact are not supported by substantial evidence. *Id.* § 21.303(b)(2).

³ After creating the Subchapter F process, the legislature had some concerns about IHEs restricting school boards by making limited findings of fact that are actually conclusions of law. Due to those concerns, in 2011 the legislature amended Subchapter F to clarify that any "determinations regarding good cause" were conclusions of law, not findings of fact. *See Edinburg Consol. Sch. Dist. v. Esparza*, 603 S.W.3d 468, 479 (Tex. App.—Corpus Christi 2020, no pet.).

Petitioner's appellate issues

Petitioner raises six issues on appeal:

1. Whether the Respondent's board's decision to terminate Petitioner was arbitrary, capricious, and unlawful, and/or the board improperly modified and rejected Findings of Fact supported by substantial evidence in violation of Texas Education Code section 21.259;
2. Whether the Board exceeded its statutory authority by adding new findings of fact and fundamentally altering the operative factual predicates of the Independent Hearing Examiner's decision;
3. Whether the Board failed to provide adequate written explanation for its modifications as required by Texas Education Code Section 21.259(d);
4. Whether Petitioner's conduct constitutes "good cause" for termination under the standard requiring conduct "inconsistent with the continued existence of the employer-employee relationship;"
5. Whether Petitioner was entitled to notice and a reasonable opportunity for remediation before termination when the alleged deficiencies were remediable and did not pose egregious threat of harm;
6. Whether the board and/or district erred and/or otherwise violated the law in terminating Petitioner.

The board's changes to the IHE's Findings of Fact

In Petitioner's first issue, she complains that the board improperly modified and rejected the IHE's Findings of Fact. The IHE made 59 findings of fact. Respondent's board accepted all but two of the IHE's findings: Number 20, which the board rejected; and Number 53, which the board modified. Petitioner cites Texas Education Code section 21.259(c), which provides that a school board may only reject or change a finding of fact after reviewing the evidentiary record, and even then, only if the finding of fact is not supported by substantial evidence. *Id.* § 21.259(c); *see also Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559 (Tex. 2000).

Finding of Fact 20

Respondent's board rejected Finding of Fact 20 on the grounds that it was a conclusion of law, not a finding of fact. Finding of Fact 20 stated that "[Petitioner] used required curriculum to the extent possible, while remaining in compliance with the law."

Texas Education Code section 21.259(b) provides that a board "may adopt, reject, or change the hearing examiner's: (1) conclusions of law, including a determination regarding good cause...; or (2) proposal for granting relief." Tex. Educ. Code § 21.259(b). In *Montgomery*, the

Supreme Court of Texas held that the labels of “finding of fact” or “conclusion of law” in the hearing examiner’s recommendation are not determinative; the focus is “whether the issue determined is ultimately one of policy, and if so, whether a school board’s decision is supported by substantial evidence and free of erroneous legal conclusions.” *Montgomery*, 34 S.W.3d at 566 (Tex. 2000).

A determination whether a teacher violated the law or acted “in compliance with the law” necessarily requires a legal conclusion, and a school board may correctly redesignate conclusions of law that are improperly designated as findings of fact. *See Nevarez v. El Paso Indep. Sch. Dist.*, No. 003-R2-09-2024 (Comm’r Educ. 2024). The board must state in writing the reason and legal basis for the change. Tex. Educ. Code § 21.259(b), (d). Here, Respondent’s board stated in writing the reason and legal basis for rejecting Finding of Fact 20. Accordingly, Respondent’s board did not err in rejecting Finding of Fact 20 as an improper finding of fact that was actually a conclusion of law. The Commissioner overrules Petitioner’s issue regarding the board’s rejection of Finding of Fact 20.

Finding of Fact 53

Respondent’s board rejected and modified Finding of Fact 53 on the grounds that it was a conclusion of law, not a finding of fact. Respondent’s board made the following changes to the IHE’s Finding of Fact 53 (bold reflecting original), as indicated below in italics (board additions) and strikethroughs (board deletions):

53. **The District presented ~~insufficient~~ *sufficient* 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~~ *did not implement* the curriculum and instructional model in a manner to comply with the law.**

Similar to Finding of Fact 20, the above finding necessarily requires a legal conclusion where it states that Petitioner acted “in a manner to comply with the law.” As discussed above, a school board may correctly redesignate conclusions of law that are improperly designated as findings of fact. *See Nevarez v. El Paso Indep. Sch. Dist.*, No. 003-R2-09-2024 (Comm’r Educ. 2024).

Regarding the board's change of "insufficient" to "sufficient" in Finding of Fact 53, Petitioner argues that this is a fact finding. Respondent argues that it is a determination regarding good cause and, as such, is a conclusion of law. In the 2011 amendments to the Texas Education Code, the Legislature changed the good cause analysis to make "determinations regarding good cause" conclusions of law. The Commissioner has distinguished "hard" or concrete facts from those that are closely related to determinations regarding good cause. *See Esparza v. Edinburg Consol. Indep. Sch. Dist.*, 603 S.W.3d 468 (Tex. App.—Corpus Christi 2020, no pet.). Whether Respondent provided evidence that Petitioner refused to follow the district's curriculum is an example of a hard fact that can be determined by the evidence in the record. Whether that evidence was sufficient to support the board's termination of Petitioner's contract is an interpretation of that hard fact and is a conclusion of law closely related to the good cause determination.

Respondent's board stated in writing the reason and legal basis for changing the word "insufficient" to "sufficient" in Finding of Fact 53. Accordingly, Respondent did not err in changing Finding of Fact 53 as an improper finding of fact that was actually a conclusion of law. The Commissioner overrules Petitioner's issue regarding the board's changes to Finding of Fact 53.

Substantial Evidence

Petitioner asserts that the school board improperly modified and rejected findings of fact supported by substantial evidence in violation of Texas Education Code section 21.259. As discussed above, Findings of Fact 20 and 53 were conclusions of law, not findings of fact. As the Texas Supreme Court held in *Montgomery*, a school board is entitled to adopt, reject, or change a hearing examiner's conclusions of law, and make the ultimate decision of whether to renew a particular contract, so long as the school board's decision is supported by substantial evidence and free from legal error. *Montgomery*, 34 S.W.3d at 566. Hence, the issue for the Commissioner is whether there was substantial evidence to support the board's changes to the mislabeled or unlabeled conclusions of law.

In considering whether substantial evidence supports a decision, which is not a high standard, the Commissioner reviews the record for reasonableness and does not reweigh the

evidence. *See Reincke v. Richardson Indep. Sch. Dist.*, No. 063-R1-0607 (Comm’r Educ. 2007). Whether substantial evidence supports the board’s decision is best characterized as a rational basis test; if reasonable minds could have reached the same conclusion as the board did, then the board’s decision must be affirmed. By prescribing such a narrow standard of review, the Legislature limited the Commissioner’s appellate role to reviewing the record for reasonableness, not to re-examining the evidence to determine whether he agrees with the board. *See Burnett v. Mart Indep. Sch. Dist.*, No. 046-R2-03-2025 (Comm’r Educ. 2025). Even if the evidence preponderates against the board’s decision, the Commissioner must uphold it if more than a scintilla of record evidence supports it. *Id.* (citing *Goodie v. Hou. Indep. Sch. Dist.*, 57 S.W.3d 646, 650 (Tex. App.—Houston [14th Dist.] 2001, pet denied)). That is so regardless of the comparative weight of any countering evidence. *See Reincke v. Richardson Indep. Sch. Dist.*, No. 063-R1-0607 (Comm’r Educ. 2007) (citing *Mireles v. Tex. Dep’t of Pub. Safety*, 9 S.W.3d 128, 131 (Tex. 1999)).

In this case, the board determined that Petitioner’s email to Principal Heard on August 19, 2025, in which Petitioner stated “I will not use the HISD [curriculum] as written because it doesn’t meet the definition of high quality,” was conduct that violated Respondent’s board policies DH (LOCAL) and DH (EXHIBIT). The existence of that email is undisputed and is more than the “scintilla of record evidence” required to support the board’s determination. *See Burnett v. Mart Indep. Sch. Dist.*, No. 046-R2-03-2025 (Comm’r Educ. 2025). The Commissioner overrules Petitioner’s issue regarding whether the board improperly modified and rejected findings of fact supported by substantial evidence in violation of Texas Education Code section 21.259.

Arbitrary and Capricious

Petitioner argues that Respondent’s board’s decision to terminate Petitioner was arbitrary, capricious, and unlawful.

When a board modifies an IHE’s findings of fact, the Commissioner may not substitute his judgment for the school board’s in a term contract termination appeal unless the board’s decision is arbitrary, capricious, or unlawful or is not supported by substantial evidence. Tex. Educ. Code § 21.303(b)(2). A decision is arbitrary and capricious if it lacks a rational basis, misapplies standards, or reaches an unreasonable result. *See City of El Paso v. El Paso Elec. Co.*, 851 S.W.2d

896, 901 (Tex. App.—Austin 1993, writ denied); *see also Pub. Util. Comm’n v. Tex. Indus. Energy Consumers*, 620 S.W.3d 418, 427 (Tex. 2021).

As discussed above, substantial evidence supports Respondent’s termination of Petitioner’s employment contract based on Petitioner’s violation of board policies. The Commissioner’s role on appeal is to review the record for reasonableness, not to re-examining the evidence to determine whether he agrees with the board. *See Burnett v. Mart Indep. Sch. Dist.*, No. 046-R2-03-2025 (Comm’r Educ. 2025). Even if the evidence preponderates against the board’s decision, the Commissioner must uphold it if more than a scintilla of record evidence supports it. *Id.* The Commissioner overrules Petitioner’s issue regarding whether the board’s decision to terminate Petitioner was arbitrary, capricious, and unlawful.

Rejection of and changes to unlabeled conclusions of law

In Petitioner’s second issue, she asserts that the board exceeded its statutory authority by adding findings of fact and fundamentally altering the operative factual predicates of the Independent Hearing Examiner’s decision. Petitioner cites *Nevarez v. El Paso Independent School District*, which recognizes that school boards cannot make additional findings to IHEs’ supported findings of fact. No. 003-R2-09-2024 (Comm’r Educ. 2024). Related to this, Petitioner argues in her third issue that the board failed to provide adequate written explanation for its modifications as required by Texas Education Code Section 21.259(d).

Respondent asserts that the board neither made additional findings of fact nor changed actual findings of fact. In its April 23, 2026 vote to approve and adopt all changes to the IHE recommendation that were outlined in the district’s proposed Decision of the Houston Independent School District Board of Managers, the board rejected or changed eight unlabeled statements in the introduction and discussion sections of the IHE recommendation. Respondent’s board made the following eight rejections or changes to the IHE’s recommendation (bold reflecting original), as indicated below in italics (board additions) and strikethroughs (board deletions):

Page 1, paragraph 1: **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. REJECT.**

Discussion, page 10: **I am recommending that the Board of Managers ~~reinstate~~ terminate Ms. Williams for the following reasons:**

- **Petitioner⁴ 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 not capable of remediation, she was not given any opportunity to remediate and/or implement directives or any “Support Plan.”~~**

Discussion, page 10 Heading: **Good Cause for Termination Does ~~Not~~ Exist.**

Discussion, page 11 Heading: **The Preponderance of the Evidence Does ~~Not~~ Support Termination.**

Discussion, page 11: **The District has ~~failed to~~ established the alleged conduct by a preponderance of the evidence.**

Discussion, page 12: **The weight of the evidence demonstrates that Respondent’s conduct was *not* consistent with the actions of a reasonably prudent educator acting under the same or similar circumstances.**

Discussion, page 12: **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. In this case, Respondent has been proposed for termination for issues with her performance in her duties as District employee ~~but~~ and has ~~not~~ been sufficiently warned ~~or~~ and provided ~~an~~ all required opportunity to remediate any issues.**

Discussion, page 12: **The District provided no meaningful opportunity for improvement prior to initiating termination proceedings. *REJECT.***

While findings of fact and conclusions of law are generally labeled as such, the Commissioner has found that an IHE’s discussion section can include unlabeled findings of fact and conclusions of law, which may be changed or rejected in accordance with Texas Education Code section 21.259. *See Tittle v. Hou. Indep. Sch. Dist.*, No. 022-R2-11-2025 (Comm’r Educ. 2025); *see also Lee v. Aransas Cnty. Indep. Sch. Dist.*, No. 164-R2-599 (Comm’r Educ. 1999).

To support its rejections and changes to the eight unlabeled statements in the introduction and discussion sections of the IHE recommendation, the board cited *Montgomery Independent School District v. Davis*, 34 S.W.3d 559 (Tex. 2000), for the principle that a school board retains

⁴ In the proceedings before the IHE, the parties’ designations as “petitioner” and “respondent” were reversed, as the “petitioner” in Subchapter F proceedings is the school district seeking to terminate the “respondent” teacher’s contract.

the authority under Texas Education Code section 21.259 to make the ultimate decision whether facts demonstrate a violation of board policy. Respondent's board correctly asserted that a determination of good cause is a conclusion of law. In this regard, each of the IHE's discussion statements and conclusions regarding good cause, including the introductory recommendation that Petitioner should be reinstated, are conclusions of law.

A school board may correctly redesignate conclusions of law that are improperly designated otherwise. *See Nevarez v. El Paso Indep. Sch. Dist.*, No. 003-R2-09-2024 (Comm'r Educ. 2024). The board must state in writing the reason and legal basis for the change. Tex. Educ. Code § 21.259(b), (d). Here, Respondent's board stated in writing the reasons and legal bases for rejecting or amending the eight unlabeled conclusions of law. Accordingly, Respondent's board did not err in rejecting or changing the eight unlabeled statements in the introduction and discussion sections of the IHE recommendation that were actually conclusions of law.

Petitioner also complains that the board "impermissibly and expressly adopted 13 *entirely new* findings of fact" (emphasis by Petitioner). Petitioner refers to Respondent's proposed Decision of the Houston Independent School District Board of Managers, which the board voted to approve and adopt in its entirety. The proposed decision included a summary of record evidence to support the board's rejection of Paragraph 1, Page 1 of the IHE's recommendation discussed above. The proposed decision contained the following 13 separate bulleted summaries of record evidence, including citations to the transcript of the IHE proceedings, specific references to the IHE's findings of fact, and individual exhibits introduced at the IHE hearing (emphasis in original):

- In accordance with Texas law and HISD Board Policy, the Superintendent of Schools is the instructional leader of the District and determines curriculum for the District. (Tr. 63:9-11, 67:18-69:18, Tr. 88:4-90:24; 197:18-198:3; HISD Exs. 33-40). **Ms. Williams admits this.** (Tr. 523:15-24).
- In accordance with Texas law and HISD Board Policy, the building principal is the instructional leader for his/her campus and determines curriculum for his/her campus in accordance with the standards set by the Superintendent. (Tr. 67:18-69:18, 197:18-198:3; HISD Exs. 38-41). **Ms. Williams admits this.** (Tr. 523:1-14).
- A teacher must follow the curriculum as set by the Superintendent and the building principal. (Tr. 67:18-70:14, 197:18-198:3). **Ms. Williams admits this.** (Tr. 523:1-24).

- **Ms. Williams admits curriculum decisions are the decision of the Superintendent and building principal and not the teacher.** (Tr. 523:1-24).
- The HISD Superintendent determined that Benbrook Elementary, where Ms. Williams was a teacher, would use the HISD curriculum for the 2025–2026 school year. (Tr. 67:18-68:1). A teacher cannot choose to decline to use that curriculum as selected by the Superintendent. (Tr. 68:19-69:19; 70:10-14).
- The building principal at Benbrook Elementary instructed all staff before the 2024–2025 school year that all staff at Benbrook Elementary would use the HISD curriculum. (Tr. 103:1-107:7, 131:25-132:18). **Ms. Williams admits this.** (Tr. 562:15-21; 563:24-564:5).
- **Ms. Williams admits she is required to comply with the directives of her supervisor.** (Tr. 549:20-22; 562:24-563:5).
- HISD has received all required state and legal approvals for its curriculum and high quality instructional materials. (Tr. 89:4-90:3).
- On August 19, 2025, Ms. Williams sent an email to her supervisor, the building principal, and stated: “I will not use the HISD as written because it doesn’t meet the definition of high quality. I rewrite the objectives and add visuals when needed to make the content comprehensible for the approximately forty plus emergent bilingual students I currently teach.” Ms. Williams admits she sent this email to the building principal. Ms. Williams further admits that in her email, she left out the word “curriculum” after “HISD” so that the email should read, “I will not use the HISD curriculum as written because it doesn’t meet the definition of high quality.” (HISD Ex. 13; Tr. 155:9-16; Tr. 557:7-558:11).
- While the IHE addressed other directives and other actions of Ms. Williams, the IHE did not address this written statement of refusal to “use the HISD [curriculum] as written” and “rewrite objectives.” The IHE ignored this undisputed e-mail and this undisputed statement.⁵
- **Ms. Williams admits that the building principal directed her to follow the HISD curriculum “multiple times” prior to her written statement that she “will not use the HISD [curriculum] as written.”** (Tr. 562:15-21; 563:24-564:5).
- The IHE found that on August 20, 2025, after Ms. Williams’ stated written refusal to use the HISD curriculum as written, the building principal issued her a memorandum/letter of concern “re-stating concerns he had previously documented in coaching emails to Ms. Williams” where he directed, inter alia, “Follow supervisory directives, including implementing HISD instructional expectations.” (IHE Recommendation, Finding of Fact 28, HISD Ex. 14).
- The IHE found that on August 26, 2025, after Ms. Williams had stated she would “not use the HISD [curriculum] as written” and that she would “rewrite objectives” and after the principal had directed her, again, to “Follow supervisory directives, including implementing HISD instructional expectations,” the principal observed in Ms. Williams’ classroom and noticed she had “engaged students in conduct outside the stated learning objective.” (IHE Recommendation, Finding of Fact 34, HISD Exs. 14, 17).

⁵ This sentence is not a citation to record evidence but is the board’s commentary on the IHE’s treatment of record evidence. Accordingly, it is not, as asserted by Respondent, an “undisputed fact” from the record. However, the argumentative commentary is immaterial to the outcome of this appeal.

Respondent asserts that these are not “findings of fact” as Petitioner argues but are undisputed facts in the record that support the board’s rejection of Paragraph 1, Page 1 of the IHE recommendation.

A board may rely on undisputed facts in the record in making its ultimate decision whether good cause exists for termination of a teacher’s contract. *Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559 (Tex. 2000); *see also Larberg v. Bellville Indep. Sch. Dist.*, No. 005-R2-10-2016 (Comm’r Educ. 2016). In this case, Respondent’s board cited undisputed record evidence to support its changes to IHE recommendation, and these citations were not “findings of fact” as asserted by Petitioner. Further, the board stated its revisions, reasons, and legal basis for each rejection or change.

The Commissioner overrules Petitioner’s second issue regarding whether the board exceeded its statutory authority by adding new findings of fact and fundamentally altering the operative factual predicates of the Independent Hearing Examiner’s decision. The Commissioner further overrules Petitioner’s third issue regarding whether the Board failed to provide adequate written explanation for its modifications as required by Texas Education Code section 21.259(d).

Good cause for termination

In her fourth issue, Petitioner challenges whether her conduct constitutes good cause for termination under the standard requiring conduct “inconsistent with the continued existence of the employer-employee relationship.”

Here, the record contains extensive evidence regarding the school superintendent’s and principal’s right and duty to set the curriculum and a teacher’s duty to follow that curriculum. Respondent’s board cited Petitioner’s “refusal, verbally and in writing, to follow the HISD curriculum” as conduct that violated board policies DH (LOCAL) and DH (EXHIBIT) and deemed Petitioner’s conduct to be inconsistent with the continued existence of the employer-employee relationship. Thus, the board found it was good cause to terminate her contract. This determination is consistent with the standards set forth in *Lee-Wright, Inc. v. Hall*:

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 performed 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.

Lee-Wright, Inc. v. Hall, 840 S.W.2d 572, 580 (Tex. App.—Houston [1st Dist.] 1992, no writ).

The Commissioner’s appellate role is to review the record for reasonableness, not to re-examine the evidence to determine whether he agrees with the board. *See Burnett v. Mart Indep. Sch. Dist.*, No. 046-R2-03-2025 (Comm’r Educ. 2025). The Commissioner must uphold the board’s decision if more than a scintilla of record evidence supports it. *Id.* (citing *Goodie v. Hou. Indep. Sch. Dist.*, 57 S.W.3d 646, 650 (Tex. App.—Houston [14th Dist.] 2001, pet denied)).

In the Subchapter F hearing, Petitioner admitted that the district superintendent sets the curriculum for the district, the school principal sets the curriculum for the school, and a teacher must comply with directives to follow the curriculum. Coupled with Petitioner’s written refusal to follow the required curriculum, there is more than a scintilla of evidence to support Respondent’s board’s determination that Petitioner’s conduct was inconsistent with the continued existence of the employer-employee relationship. The Commissioner overrules Petitioner’s issue regarding whether her conduct constitutes good cause for termination under the standard requiring conduct inconsistent with the continued existence of the employer-employee relationship.

Remediation

In her fifth issue, Petitioner argues that she was entitled to notice and a reasonable opportunity for remediation before termination when the alleged deficiencies were remediable and did not pose an egregious threat of harm.

There is no “right to remediation” before termination of a teacher’s contract. *See Caussey v. Ft. Wor. Indep. Sch. Dist.*, No. 303-R2-694 (Comm’r Educ. 1997); *see also Weatherwax v. Ft. Wor. Indep. Sch. Dist.*, No. 080-R2-1298 (Comm’r Educ. 1999). If a teacher’s conduct constitutes good cause for termination, “a second chance need not be offered.” *Johnson v. Hou. Indep. Sch. Dist.*, No. 074-R2-402 (Comm’r Educ. 2002). In cases where a teacher is given multiple warnings about failures, those oral or written reprimands serve to provide a warning and an opportunity to correct errors. *See Jeffery v. Fort Bend Indep. Sch. Dist.*, No. 059-R1-0608 (Comm’r Educ. 2008). In this case, Principal Heard recounted “numerous conversations and correspondence” between himself and Petitioner regarding his directives concerning the district’s chosen curriculum and

instructional model that Petitioner was expected to use in her teaching role at Benbrook, and he warned Petitioner that her “refusal to implement this reasonable request, as well as [her] failure to comply with reasonable directives regarding campus protocols, constitutes good cause to terminate [her] employment with HISD.” Repeated failing to follow a supervisor’s directive is generally not an offense that requires remediation. *See Pepperday v. Clear Creek Indep. Sch. Dist.*, No. 484-R1-895 (Comm’r Educ. 1997); *see also Shaw v. Dall. Indep. Sch. Dist.*, No. 036-R2-1103 (Comm’r Educ. 2004). Petitioner’s issue regarding remediation is overruled.

General Allegation of Error

In her sixth and final issue on appeal, Petitioner questions whether the board and/or district erred and/or otherwise violated the law in terminating her contract. For all the reasons stated above, the Commissioner finds no error in Respondent board’s decision to terminate Petitioner’s contract. Petitioner’s issue regarding unspecified and general error is overruled.

Recusal

Petitioner argues that the Commissioner must recuse himself from deciding this appeal because the Commissioner appointed the superintendent and board of managers of Respondent’s school district under Texas Education Code chapter 39A. Petitioner asserts that because the Commissioner has supervisory authority over the superintendent and board of managers, there is a conflict of interest for the Commissioner and any of his subordinates at the Texas Education Agency in determining Petitioner’s appeal of the board’s decision to terminate her contract.

While it is correct that the Commissioner has simultaneous oversight authority under chapter 39A and appellate jurisdiction under chapter 21, this alone does not create a conflict of interest requiring recusal in this case. Recusal is required when there is a showing that the adjudicator has some actual or presumptive bias arising from a direct pecuniary interest in the outcome, a personal hostility directed at a party, or a prior involvement in the specific pending matter that effectively constitutes bias or prejudgment. *See Withrow v. Larkin*, 421 U.S. 35 (1975). Texas courts have followed the principles set forth in *Withrow v. Larkin*, holding that decision makers are presumed to be fair, honest, and unbiased and further holding that one who seeks to recuse must overcome the presumption that “agency members are persons of conscience and

intellectual discipline, capable of judging a particular controversy fairly on the basis of its own circumstances.” *Hammack v. PUC*, 131 S.W.3d 713, 731 (901 (Tex. App.—Austin 2004, pet. denied). Petitioner presents no evidence to overcome that presumption but merely asserts that the Commissioner’s oversight of Respondent’s board of managers, in conjunction with his authority to adjudicate appeals of decisions by the board, creates “an appearance of partiality and institutional bias that undermines confidence in the fairness of the proceeding.” Likewise, although Texas Government Code section 572.058 recognizes recusal principles in matters that involve personal interest or actual bias, Petitioner demonstrates no such personal interest or actual bias by the Commissioner in the matters pending in this appeal. Accordingly, Petitioner’s motion to recuse is denied.

Conclusion

Respondent’s board stated in writing the reasons and legal bases for rejecting certain findings of fact or unlabeled discussions or headings that were mislabeled or unlabeled conclusions of law. It did not err in rejecting or changing those findings of fact or unlabeled discussions or headings that were mislabeled or unlabeled conclusions of law. The changes support the board’s changes to Conclusions of Law 7, 8, and 10. The board’s decision to terminate Petitioner’s contract for good cause is supported by substantial evidence. Petitioner’s appeal is denied.

CONCLUSIONS OF LAW

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

1. The Commissioner has jurisdiction over this case under Texas Education Code section 21.301.
2. A school board may terminate a term contract at any time for good cause, as determined by the board. *Id.* § 21.211(a)(1). For purposes of term contract terminations, “good cause” is defined under common law as a failure to perform duties within the scope of employment that a person of ordinary prudence would have performed under the same or similar circumstances.
3. Labels of “finding of fact” or “conclusion of law” in a hearing examiner’s recommendation are not determinative; the focus is whether the issue determined is ultimately one

of policy, and if so, whether a school board's decision is supported by substantial evidence and free of erroneous legal conclusions.

4. While findings of fact and conclusions of law are generally labeled as such, an IHE's discussion section can include unlabeled findings of fact and conclusions of law which may be changed or rejected in accordance with Texas Education Code section 21.259.

5. A school board may adopt, reject, or change a hearing examiner's conclusions of law, including a determination of good cause to terminate a teacher's contract, so long as the school board's decision is supported by substantial evidence and free from legal error. Tex. Educ. Code § 21.259(b). The board must state in writing the reason and legal basis for the change. Tex. Educ. Code § 21.259(b), (d).

6. A determination whether a teacher violated the law or acted "in compliance with the law" or acted "in a manner to comply with the law" necessarily requires a legal conclusion, and a school board may correctly redesignate such a conclusion of law that is improperly designated as a finding of fact.

7. A determination whether evidence is "insufficient" or "sufficient" to establish good cause for termination of a teacher's contract is a conclusion of law, and a school board may correctly redesignate such a conclusion of law that is improperly designated as a finding of fact.

8. Respondent's board stated in writing the reason and legal basis for rejecting Finding of Fact 20 and changing Finding of Fact 53 and did not err in rejecting or changing those findings of fact that were mislabeled conclusions of law.

9. Respondent's board stated in writing the reason and legal basis for rejecting and changing eight unlabeled statements in the introduction and discussion sections of the IHE recommendation and did not err in rejecting or changing those statements that were unlabeled conclusions of law.

10. Respondent's board stated in writing the reason and legal basis for changing Conclusions of Law 7, 8, and 10 and did not err in changing those conclusions of law.

11. When a board modifies an IHE's findings of fact, the Commissioner may not substitute his judgment for the school board's in a term contract termination appeal unless the board's decision is arbitrary, capricious, or unlawful or is not supported by substantial evidence.

12. A school board may rely on undisputed facts in the record in making its ultimate decision whether good cause exists for termination of a teacher's contract.

13. 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 performed 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.

14. Respondent's board did not err in finding good cause to terminate Petitioner's contract. The board's decision was not arbitrary, capricious, or unlawful. There is substantial evidence that Petitioner failed to perform duties within the scope of her employment that a person of ordinary prudence would have performed under the same or similar circumstances and that Petitioner's acts were inconsistent with the continued existence of the employer-employee relationship.

15. There is no "right to remediation" before termination of a teacher's contract. If a teacher's conduct constitutes good cause for termination, there is no requirement for remediation to correct the conduct. Because Respondent's board determined that there was good cause for termination of her contract, Petitioner was not entitled to remediation.

16. Recusal is required when there is a showing that the adjudicator has some actual or presumptive bias arising from a direct pecuniary interest in the outcome, a personal hostility directed at a party, or a prior involvement in the specific pending matter that effectively constitutes bias or prejudice. Petitioner demonstrates no such personal interest or actual bias by the Commissioner in the matters pending in this appeal. Accordingly, Petitioner's motion to recuse is denied.

17. The Petition for Review is denied.

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 Petitioner's appeal be, and is hereby, DENIED.

SIGNED AND ISSUED this 29th day of June 2026.

Mike Morath Digitally signed by Mike Morath
Date: 2026.06.29 07:17:17 -05'00'

MIKE MORATH
COMMISSIONER OF EDUCATION