

**DOCKET NO. 035-LH-10-2025**

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| RIO GRANDE CITY GRULLA      | § | BEFORE THE                  |
| INDEPENDENT SCHOOL DISTRICT | § |                             |
|                             | § | BOARD OF TRUSTEES           |
| vs.                         | § | Rio Grande City Grulla      |
|                             | § | Independent School District |
|                             | § |                             |
| MARCO ANTONIO FLORES        | § | THE STATE OF TEXAS          |

**RECOMMENDATION OF THE INDEPENDENT HEARING EXAMINER**

**Statement of the Case**

Rio Grande City Grulla Independent School District (“Rio Grande City Grulla ISD” or “RGCGISD” and/or “the District”), Petitioner has proposed the termination of Marco Antonio Flores’ continuing contract under Texas Education Code Section 21.158.

The Respondent is represented by Hon. Flor E. Flores, Attorney & Counselor at Law, of the Law Firm of Flor E. Flores, PLLC, in Rio Grande City, Texas.

The Petitioner is represented by Hon. Eden Ramirez, Jr. and Hon. Alyssa M. Aleman of O’Hanlon, Demerath & Castillo, in Pharr, Texas.

This Independent Hearing Examiner (“IHE”) is ever so mindful of Respondent’s burden of proof of being by a “preponderance of the evidence”, i.e., the greater weight of the credible evidence presented in this case pursuant to Texas Education Code Section 21.256(h).

The sole issue for this Independent Hearing Examiner (IHE) to decide is whether “good cause” exists for the termination of Mr. Flores’ continuing contract from the greater weight of the *credible* evidence presented in this case. “Credible” is defined as “deserving belief”.

**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:

### **Jurisdiction and Contract Status of Respondent**

1. Respondent's Employment with the District: Respondent, Marco Antonio Flores, was employed by Rio Grande City Grulla Independent School District (the "District") as a classroom teacher during the 2024–2025 school year. The contract was signed by Flores on April 19, 2011, over fourteen years prior and continued to the present. (*District Ex. 1 at 0001–0004; District Ex. 2 at 0005–0006*).

2. Continuing Contract Status: At all relevant times, Respondent was employed under a continuing employment contract under Section 21.152, as defined and governed by Texas Education Code Chapter 21, Subchapter D. (*District Ex. 1 at 0001–0004; District Ex. 20 at 0124–0129*).

3. Nature of a Continuing Contract: A continuing contract provides for ongoing employment from year to year and may be terminated only for good cause and in accordance with the procedural requirements set forth in Texas Education Code Chapter 21 and defined in Section 21.156 (a). (*District Ex. 1 at 0001–0004; District Ex. 20 at 0124–0129*).

4. Applicability of Chapter 21 Procedures: Respondent's employment relationship with the District was subject to the provisions of Texas Education Code Chapter 21, and Section 21.158 (a), et seq., including the statutory requirements governing notice, hearing rights, appointment of an independent hearing examiner, and Board action on proposed termination. (*District Ex. 20 at 0124–0129; District Ex. 21 at 0130–0137*).

5. District's Status and Authority: Rio Grande City Grulla Independent School District is a public school district organized and operating under the laws of the State of Texas and is authorized to employ educators and to propose termination of continuing contracts pursuant to

Texas Education Code Chapter 21 and Section 21.156 (a). (*District Ex. 1 at 0001–0004; District Ex. 20 at 0124–0129*).

6. Board of Trustees’ Jurisdiction: The District’s Board of Trustees possesses statutory authority to propose termination of a continuing contract for good cause and to take final action on such matters following receipt of a recommendation from an Independent Hearing Examiner as authorized under Sections 21.257 and 21.259 of the Texas Education Code. (*District Ex. 18 at 0118–0120; District Ex. 20 at 0124–0129; District Ex. 21 at 0130–0137*).

7. Respondent’s Eligibility for Chapter 21 Hearing: As a continuing-contract employee whose employment was proposed for termination during the contract term, Respondent was entitled to request a hearing before an Independent Hearing Examiner pursuant to Texas Education Code §§ 21.251–21.252. (*District Ex. 21 at 0130–0137*).

8. Respondent’s Exercise of Hearing Rights: Respondent timely exercised his statutory right to request a hearing before an Independent Hearing Examiner following receipt of the District’s Notice of Proposed Termination and pursuant to Texas Education Code § 21.159. (*District Ex. 14 at 0105–0110; District Ex. 19 at 0121–0123*).

9. Appointment of Independent Hearing Examiner: This Independent Hearing Examiner was duly appointed in accordance with Texas Education Code Chapter 21 to hear this matter and issue a written recommendation to the District’s Board of Trustees. (*District Ex. 21 at 0130–0137*).

10. Jurisdiction of the Independent Hearing Examiner: The Independent Hearing Examiner has jurisdiction over this matter to receive evidence, conduct the hearing in the manner of a trial without a jury, and issue a written recommendation that includes proposed findings of

fact and conclusions of law for consideration by the District's Board of Trustees. (*District Ex. 21 at 0130-0137*).

11. Jurisdiction Properly Invoked: Jurisdiction over this proceeding was properly invoked through the District's issuance of a Notice of Proposed Termination, Respondent's timely request for a hearing, and the appointment of the Independent Hearing Examiner pursuant to Texas Education Code Chapter 21. (*District Ex. 14 at 0105-0110; District Ex. 19 at 0121-0123; District Ex. 21 at 0130-0137*).

12. Respondent timely requested a hearing pursuant to Chapter 21 of the Texas Education Code to challenge the proposed termination.

13. The Hearing Examiner conducted a non-criminal final hearing on the proposed termination on January 26, 2026, taking evidence in the form of documentary and testimonial in a closed private hearing requested by Respondent. There are no known criminal matters pending or threatened against Respondent and none during the pendency of the final hearing on merits. The Chief of Police for Petitioner, Hugo Garcia on a parallel investigation determined this concern would be handled administratively and did not have the elements of a criminal act. [District Ex. 15].

14. During the hearing, the District entered 22 exhibits [District Ex.-1 through District Exh.-22] and presented testimony from 3 witnesses. Respondent offered no exhibits and did not present any testimony from any witnesses nor from Respondent. Respondent was afforded the opportunity to participate at the final hearing via zoom, teleconference and in person and at any point in the final hearing and to dispute the e-mails the subject of this appeal as not being his or sent by him. [Hearing Transcript/Reporter's Record ("RR") 7:1-25 – 27:1-25] and [RR 8:1-25 – 320:1-16].

15. Respondent's counsel found the need to call Respondent himself to testify unnecessary for the final hearing on the merits. [RR 295:16-25, 296:1-18].

16. These proceedings are strictly to determine whether good cause exists to terminate Respondent's continuing contract; the IHE does not determine whether an educator's certificate will be sanctioned much less control another governing bodies action.

**Notice and Process Leading Up to Proposed Termination**

17. Investigation of Respondent Undertaken: The District became aware of alleged conduct via e-mail posts of September 11, 2025, made by Respondent that came to the attention of the District through the District's Chief of Human Capital and Talent Management ("HR Director") for Rio Grande City Grulla ISD, Arcadio J. Salinas, III. Salinas was the lead investigator and was made aware by the District's Chief of Police Hugo Garcia of alarming Facebook posts by Respondent and complaint by a co-worker of Respondent leading to a recommendation to propose termination of Flores to the District Superintendent, Guadalupe Garza. *(RR HR Director P85:12-25 – 134:1-5 and District Ex. 9, 10 and 13).*

18. The September 11, 2025, crux of the public social-media posts authored by Respondent were admitted over objection in substantial similar form in terms of substantive content as the District's Exhibit 9 ("public social-media posts" or "posts"). The IHE finds the substantive content of the posts came from Respondent and may have been reposted. *(RR HR Director P85:12-25 – 134:1-5 and District Ex. 9).*

19. Initial District Response to Alleged Conduct: After the District became aware of public social-media posts authored by Respondent, the District initiated an administrative response consistent with its standard personnel practices for addressing alleged employee misconduct. *(District Ex. 10 at 0086–0089; RR HR Director: P99 L1-25/P100 L7-21/ P101 L1-6).*

20. Receipt of Complaints and Community Concerns: The District received written complaints and communications from members of the school community expressing concern regarding Respondent's public social-media posts and the appropriateness of such conduct by a District educator. (*District Ex. 10 at 0086–0089*).

21. Placement on Paid Administrative Leave: On September 12, 2025, the District placed Respondent on retroactive and corrected paid administrative leave pending an administrative investigation. The administrative leave was implemented as an interim measure and was not disciplinary in nature. (*District Ex. 11 at 0090; RR HR Director: P192 L22-25*).

22. Authority for Administrative Leave: Board Policy DFCA (Local) authorizes the District to place a continuing-contract employee on paid administrative leave during the pendency of an investigation involving alleged misconduct, and the District relied on this authority in placing Respondent on administrative leave. (*District Ex. 6 at 0065*).

23. Purpose of Administrative Leave: The purpose of placing Respondent on paid administrative leave was to preserve campus stability and allow the District to evaluate the matter while gathering information, without making any premature determinations regarding Respondent's conduct. (*RR HR Director: P192 L22-25/P193 L1-10/L17-20*).

24. Initiation of Administrative Investigation: Following placement on administrative leave, the District, through its Human Resources Department, initiated an administrative investigation into Respondent's conduct. (*District Ex. 15 at 0111–0113*).

25. Review of Social-Media Posts During Investigation: As part of the investigation, the District collected and reviewed the social-media posts attributed to Respondent and treated them as investigative materials for purposes of evaluating the allegations. (*District Ex. 9 at 0077–0085; RR HR Director: P109 L10-25, P110 L1-25, P111 L1-21, P114 L1-23*).

26. Notice of Concerns and Request for Written Response: On September 12, 2025, the District notified Respondent of the concerns regarding his social-media posts and requested that Respondent provide a written statement addressing the matter. (*District Ex. 12 at 0091–0101; RR HR Director: P111 L1-21, P113 L21-25, P204 L1-22*).

27. Opportunity to Respond: Respondent was afforded a meaningful opportunity to respond to the District's concerns and was not restricted from submitting a written explanation or defense regarding the posts at issue. (*District Ex. 12 at 0091–0101; RR HR Director: P122 L12-25, P123 L1-25, P124 L1-7; RR Superintendent, Guadalupe Garza P293 L22-23, P294 L11-12*).

28. Submission of Respondent's Written Statement: On or about October 2, 2025, Respondent submitted a written statement to the District addressing the social-media posts at issue. (*District Ex. 13 at 0102–0104*).

29. Consideration of Respondent's Written Statement: The District reviewed and considered Respondent's written statement as part of its administrative investigation prior to proceeding with further action. (*District Ex. 13 at 0102–0104; District Ex. 15 at 0111–0113*).

30. Scope of Investigation: The District's investigation included review of the social-media posts, applicable District policies, the Texas Educators' Code of Ethics, and information provided by campus administration regarding professional expectations and campus-level impact. (*District Ex. 5 at 0059–0064; District Ex. 7 at 0066–0069; District Ex. 9 at 0077–0085; District Ex. 15 at 0111–0113; RR HR Director: P190 L3-25; P191 L1-25; RR Principal, Thelma Martinez: P229 L3-25*).

31. Rio Grande City Grulla ISD maintains and requires compliance with Board policies governing employee conduct, including Board Policy DH (Exhibit) which contains the Educator's Code of Ethics that applies to all employees. Each employee of the District must perform their

duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See District Ex. P-5].

32. Board Policy DH (Local) requires every District employee to "recognize and respect the rights of students, parents, other employees, and members of the community" and to "work cooperatively with others to serve the best interests of the District." [District Ex. P-5].

33. The Texas Educators' Code of Ethics, adopted by the State Board for Educator Certification, made it that all district employees such as Respondent had to adhere to and was reprinted in the Employee Handbook. It was also available for downloading from the SBEC website or from the district website under DH (Exhibit). The statement of purpose under the Code mandated an educator to exemplify equitable treatment to all members of the profession and compliance with state regulations, written local school board policies, and other state and federal laws and professional standards including Standard 1.7. (District Exs. P-5 and 7).

34. DH (Local) employee standard of conduct made personal use by an employee of electronic communication be held to the same professional standards in their public use as for any other public conduct. If an employee's use of electronic communication violated state or federal law or District policy or interferes with the employee's ability to effectively perform their job duties, the employee such as Respondent were subject to disciplinary action, up to and including termination of employment. (District Ex. P-5).

35. Administrative Recommendation Following Investigation: Upon completion of the investigation, District administration concluded that Respondent's conduct raised serious concerns regarding professional judgment, compliance with professional standards, and fitness to serve as a classroom teacher, and administration recommended that the Board consider termination of Respondent's continuing contract. (*District Ex. 15 at 0111-0113; RR HR Director: P132 L15-25,*

*P133 L1-25, P134 L1-5; RR Principal: P222 L4-25, P223 L1-20; Superintendent: P258 L19-25, P259 L1-25, P260 L1-25, P261 L1-15).*

36. Board Consideration of Proposed Action: The District's Board of Trustees considered the matter in executive session on October 20, 2025, as permitted by law, and thereafter voted to propose termination of Respondent's continuing employment contract. *(District Ex. 18 at 0118–0120).*

37. Issuance of Notice of Proposed Termination: On October 21, 2025, the District issued a written Notice of Proposed Termination to Respondent. The notice set forth the grounds for the proposed termination and advised Respondent of his right to request a hearing before an Independent Hearing Examiner pursuant to Texas Education Code Chapter 21. *(District Ex. 14 at 0105–0110).*

38. Service of Notice of Proposed Termination: The District undertook multiple methods to ensure delivery of the Notice of Proposed Termination, including electronic transmission, certified mail, and hand delivery. *(District Ex. 19 at 0121–0123; RR HR Director: P135 L1-12).*

39. Timeliness and Sufficiency of Notice: The Notice of Proposed Termination was timely issued and properly served in compliance with the requirements of Texas Education Code Chapter 21. *(District Ex. 14 at 0105–0110; District Ex. 19 at 0121–0123).*

40. Respondent's Exercise of Hearing Rights: Respondent timely exercised his statutory right to request a hearing before an Independent Hearing Examiner following receipt of the Notice of Proposed Termination. *(District Ex. 14 at 0105–0110).*

41. Compliance with Chapter 21 Procedures: At all relevant times, the District acted in compliance with the procedural requirements of Texas Education Code Chapter 21, including

requirements relating to administrative leave, notice, opportunity to respond, service of notice, and hearing rights. (*District Exs. 6, 11–15, 18–21*).

### **Policies and Professional Standards at Issue**

42. District Policies Governing Employee Conduct: At all relevant times, the District had in effect written policies governing employee conduct and professional expectations applicable to classroom teachers employed under continuing contracts. (*District Ex. 4 at 0010–0058*).

43. Board Policy DH (Local) – Employee Standards of Conduct: Board Policy DH (Local) establishes standards of conduct applicable to District employees, including expectations regarding professional judgment, ethical behavior, and public conduct that reflects upon the District and the employee’s fitness to serve as an educator. (*District Ex. 5 at 0059–0064*).

44. Applicability of DH (Local) to Respondent: As a continuing-contract classroom teacher, Respondent was subject to and expected to comply with Board Policy DH (Local) at all relevant times. (*District Ex. 5 at 0059–0064*).

45. Public and Electronic Conduct Covered by District Policy: Board Policy DH (Local) applies to employee conduct in public settings, including conduct occurring through electronic or social-media platforms, and does not limit its application solely to conduct occurring on campus or during the instructional day. (*District Ex. 5 at 0059–0064; RR HR Director: P186 L13-25/P187 L1-13*).

46. Texas Educators’ Code of Ethics: The Texas Educators’ Code of Ethics, codified at 19 Texas Administrative Code § 247.2, establishes statewide professional standards applicable to certified educators in Texas, including standards related to good moral character, professional

judgment, and conduct that reflects on an educator's fitness to instruct youth. (*District Ex. 7 at 0066–0069*).

47. Statewide Applicability of the Code of Ethics: The Texas Educators' Code of Ethics applies uniformly to educators such as Flores and across Texas and constitutes a set of generally recognized professional standards for purposes of evaluating educator conduct. (*District Ex. 7 at 0066–0069*).

48. District Reliance on the Code of Ethics: The District relies on the Texas Educators' Code of Ethics when evaluating educator conduct and determining whether an employee's actions meet accepted professional standards. (*District Ex. 7 at 0066–0069; RR Principal: P219 L13-17, RR Superintendent: P259 L19-25/P260 L1-15*).

49. Anti-Discrimination and Professional Environment Policy: At all relevant times, the District had in effect Board Policy DIA (Local), which addresses expectations for maintaining a professional, non-hostile educational environment free from discrimination, harassment, and retaliation. (*District Ex. 8 at 0070–0076; RR HR Director: P99 L6-24*).

50. Relevance of Policies to District's Evaluation of Conduct: The District considered Board Policies DH (Local) and DIA (Local), together with the Texas Educators' Code of Ethics, in evaluating Respondent's conduct and determining whether it complied with professional standards applicable to educators. (*District Exs. 5, 7, 8; RR HR Director: P94 L11-25, P95 L1-21, P133 L3-25, P134 L1-9, P259 L15-25, and P260 L1-2*).

51. Policies in Effect Prior to Respondent's Conduct: All District policies and professional standards referenced herein were adopted and in effect prior to the conduct giving rise to the District proposing termination of Respondent's continuing contract and this proceeding. (*District Exs. 4–8; RR HR Director: P187 L4-13*).

52. Policies as Generally Recognized Professional Standards: The policies and professional standards relied upon by the District reflect generally recognized expectations applicable to educators and were not adopted or applied specifically in response to Respondent's conduct. (*District Exs. 4-8*).

53. Contract Obligations: Respondent contractually obligated himself to perform his assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence. (*District Ex. 1*).

### **Social Media Posts at Issue**

54. Receipt of Posts Attributed to Respondent: On or about September 11, 2025, the District received multiple images/screenshots of Facebook posts that were attributed to Respondent and that referenced the death of Charlie Kirk. (*District Ex. 15 at 0111-0113; RR HR Director: P100 L13-24, P109 L3-17, P110 L1-14*).

55. District Collection of Screenshot Set for Review: The District compiled and maintained the screenshot set reflecting the substantive posts at issue for purposes of review and investigation. (*District Ex. 9 at 0077-0085; District Ex. 15 at 0111-0113; RR HR Director: P109 L3-21, P112 L9-18, P113 L21-25, P114 L1-23*).

56. Presentation of Posts to Respondent on September 12, 2025: On September 12, 2025, Respondent was called to the Office of Human Resources and was presented with the concerns regarding the substantive posts and the copies of the Facebook posts attributed to him. (*District Ex. 15 at 0111-0113; District Ex. 12 at 0091-0101; RR HR Director: P204 L1-22*).

57. Respondent's Response When Presented with Posts: When the posts were presented to Respondent on September 12, 2025, Respondent did not deny the posts and instead

discussed his ability to post his opinions and referenced freedom of speech in response to the concerns. (*District Ex. 15 at 0111–0113; RR HR Director: P201 L12-17, P204 L1-22*).

58. District Request for Respondent’s Written Statement Regarding the Posts: On September 12, 2025, the District requested that Respondent provide a written statement addressing the concerns and the posts attributed to him. (*District Ex. 12 at 0091–0101; District Ex. 15 at 0111–0113; RR HR Director: P292 L24-25, P293 L16-23*).

59. Posts as the Subject of Complaints and Communications to the District: The posts attributed to Respondent became the subject of written complaints and communications received by the District expressing concern regarding the content and the appropriateness of such posts by a District educator. (*District Ex. 10 at 0086–0089; RR HR Director: P125 L6-14, P126 L3-13, P132 L4-14, P170 L8-10; RR Principal P221 L15-19*).

60. Respondent’s Written Statement Dated October 2, 2025: On or about October 2, 2025, Respondent submitted a written statement to the District addressing the investigation and the District’s concerns regarding the posts and did not deny authoring those posts, instead, defending one’s right to freedom of speech. (*District Ex. 13 at 0102–0104; RR HR Director: P122 L12-25, P123 L24-25, P124 L1-6*).

61. Written Statement Did Not Deny the Posts Attributed to Respondent: Respondent’s written statement did not deny the posts at issue and instead asserted that his statements were made as a private individual and were protected by the First Amendment. (*District Ex. 13 at 0102–0104; RR HR Director: P122 L12-25, P124 L4-7*). A denial is not an admission as Respondent’s counsel correctly points out, but the position taken by Respondent and any inferences reasonably drawn from it in this “non-criminal” appeal can be made by the IHE sitting as the trier of fact under

Sections 21.256 (e) and 21.257 (a)(1) of the Texas Education Code. TEX. EDUC. CODE § 21.256 (E) AND 21.257 (A)(1).

62. District Investigation Considered the Posts as Attributed to Respondent: The District's investigation treated the screenshot set and related materials as posts attributed to Respondent and evaluated the matter based on the content of those posts and the context in which they were circulated to the District. (*District Ex. 9 at 0077–0085; District Ex. 15 at 0111–0113; RR HR Director: P204 L1–22, P289 L15–23*).

63. District Determination Regarding Attribution and Likelihood: Based on the evidence reviewed in the investigation—including that the posts were attributed to Respondent, were presented to Respondent, were not denied at that time, and were not denied in Respondent's written statement—the District concluded that it was more likely than not that the posts were Respondent's. (*District Ex. 15 at 0111–0113; District Ex. 13 at 0102–0104; RR Superintendent: RR HR Director: P122 L12–25, P124 L4–7*).

64. IHE as ultimate trier of fact attributes the substance of the posts (District Ex. 9) to Respondent by a preponderance of the *credible* evidence.

#### **Investigation and What Witness Testimony Revealed**

65. Human Resources Oversight of Investigation: The District's Human Resources Director oversaw and coordinated the administrative investigation into the social-media posts attributed to Respondent. (*District Ex. 15 at 0111–0113; RR HR Director: P102 L20–25/P103 L1–7/P104 L1–25*).

66. Scope of Human Resources Investigation: The Human Resources investigation included review of the screenshot set reflecting the posts attributed to Respondent, applicable District policies, the Texas Educators' Code of Ethics, complaints received from members of the

school community, and information provided by campus administration. (*District Exs. 5, 7, 9, 10, 15*).

67. Human Resources Assessment of Respondent's Response: As part of the investigation, Human Resources reviewed Respondent's written statement and considered his explanation and assertions regarding the posts. (*District Ex. 13 at 0102-0104*).

68. Human Resources Findings Regarding Professional Standards: Based on the investigation, Human Resources concluded that the conduct reflected in the posts raised concerns regarding Respondent's professional judgment and compliance with professional standards applicable to educators. (*District Ex. 15 at 0111-0113; RR HR Director: P132 L15-25, P133 L3-22*).

69. Human Resources Recommendation to Administration: Human Resources communicated the results of the investigation and its concerns regarding Respondent's conduct to District administration for further consideration with a recommendation to propose termination of Respondent. (*District Ex. 15 at 0111-0113; RR HR Director: P133 L3-25, P134 L1-5*).

70. Campus Principal's Review of the Posts: The campus Principal, Thelma Martinez ("Principal") reviewed the social-media posts attributed to Respondent in the course of evaluating their impact on the campus environment and Respondent's role as a classroom teacher. (*District Ex. 9 at 0077-0085; RR Principal: P219 L18-25, P220 L1-9, P221 L3-25, P222 L1-25, P223 L1-15*).

71. Principal's Professional Assessment of Judgment and Trust: Based on review of the posts and the Principal's professional experience, the Principal concluded that the content of the posts raised serious concerns regarding Respondent's judgment and trustworthiness as an educator. (*RR Principal: P221 L3-25, P222 L1-25, P223 L1-15*).

72. Principal's Assessment of Campus Impact: The Principal determined that the posts undermined confidence in Respondent's ability to serve as a positive role model for students and posed a risk to campus stability and the learning environment. (*RR Principal: P221 L3-25, P222 L1-25, P223 L1-15*).

73. Communication of Principal's Assessment to Administration: The Principal communicated these concerns and professional assessments to District administration as part of the decision-making process. (*RR Principal: P220 L6-9*).

74. Superintendent's Review of Investigation Materials: The Superintendent, Guadalupe Garza ("Superintendent") reviewed the Human Resources investigation materials, including the posts attributed to Respondent, the investigative report, and the assessments provided by campus administration. (*District Ex. 15 at 0111-0113; RR Superintendent: P258 L22-25, P259 L1-6*).

75. Superintendent's Consideration of Professional Standards and Impact: In evaluating the matter, the Superintendent considered the applicable District policies, the Texas Educators' Code of Ethics, and the potential impact of Respondent's conduct on students, staff, and public confidence in the District. (*District Exs. 5, 7; RR Superintendent: P259 L15-23, P260 L1-13*).

76. Reliance on Campus-Level and Human Resources Input: The Superintendent relied on the findings of the Human Resources investigation and the campus Principal's professional assessment in forming a recommendation regarding Respondent's continuing employment. (*District Ex. 15 at 0111-0113; RR Superintendent: P258 L20-25, P259 L1-6*).

77. Recommendation for Board Consideration: Based on the investigation and witness input, District administration recommended that the Board consider termination of Respondent's continuing contract. (*District Exs. 15 at 0111–0113; RR Superintendent: P264, L4-18*).

78. Petitioner Witness Testimony Presented at the Hearing: At the hearing on the merits, the District presented testimony from the Human Resources Director, the campus Principal, and the Superintendent regarding the investigation, professional standards, campus impact, and administrative decision-making and Respondent's compliance with his continuing contract, adherence to District policies, rules and regulations. (*RR HR Director Direct Examination: P86-P; RR Principal Direct Examination: P212- P223; RR Superintendent Direct Examination: P256 L21- P269 L7*).

### **Impact, Risk, and Disruption**

79. Role of Professional Judgment in the Classroom: Classroom teachers are entrusted with significant professional judgment and authority over students, including responsibility for modeling appropriate behavior, exercising restraint, and maintaining a safe and respectful learning environment. (*RR Principal: P217 L4-13*).

80. Importance of Trust Between Educator and School Community: Trust between an educator, students, parents, and campus leadership is essential to maintaining an effective instructional environment, and the loss of such trust undermines the educator's ability to function effectively in the classroom. (*RR Principal: P217 L4-13, P222 L9-20 24-25, P223 L1*).

81. Principal's Assessment of Impact on Campus Confidence: Based on review of the social-media posts attributed to Respondent, the campus Principal concluded that the content of the posts undermined confidence in Respondent's judgment and professionalism as a classroom teacher. (*District Ex. 9 at 0077–0085; RR Principal: P218 L8-12, P221 L3-19*).

82. Loss of Trust Resulting from Public Nature of Conduct: The Principal determined that the public nature of the posts heightened their impact and increased the risk that students, parents, and staff would associate the content with Respondent's role as a District educator. (*District Ex. 9 at 0077–0085; RR Principal: P221 L3-25, P222 L1-25, P223 L1-20*).

83. Risk of Destabilizing the Campus Environment: The Principal determined that Respondent's return to the classroom following publication of the posts would pose a risk of destabilizing the campus environment and diverting attention away from instruction. (*RR Principal: P221 L3-19, P222 L1-25, P223 L1-20*).

84. Impact on Student Well-Being: The Principal expressed concern that the content of the posts—referencing and celebrating violence—could negatively affect students' sense of safety and emotional well-being if Respondent were returned to a classroom setting. (*RR Principal: P222 L4-25, P223 L1-20*).

85. Campus Leadership's Inability to Restore Confidence Through Lesser Measures: The Principal concluded that the loss of confidence in Respondent's judgment could not be remedied through coaching, corrective action, or lesser disciplinary measures. (*RR Principal: P222 L16-25, P223 L1-5*).

86. Administrative Attention Diverted by the Matter: The District was required to devote administrative time and attention to addressing concerns raised by Respondent's conduct, including responding to complaints and evaluating the potential impact on the school community. (*District Ex. 10 at 0086–0089; RR HR Director: P109 L3-17, P111 L3-21, P203 L 5-25, P204 L1-22*).

87. Foreseeability of Disruption Without Waiting for Actual Harm: The District did not need to wait for actual disruption or harm to occur before taking action, as the foreseeable risk

of disruption and loss of trust was sufficient to warrant administrative response. (*RR Principal: P221 L20-25, RR Superintendent P260 L7-25, P261 L-15*).

88. The public should come to expect its school system to act responsibly at all times and protect the well-being and safety of its students physically and mentally and in their learning environment, no matter how unpopular the action may be seen as.

89. Superintendent's District-Wide Assessment of Risk: The Superintendent concluded that Respondent's conduct posed a risk to the District's ability to maintain a safe, orderly, and effective educational environment across the school system. (*RR Superintendent: P268, L4-16*).

90. Impact on Public Confidence in the District: The Superintendent determined that Respondent's public conduct risked undermining public confidence in the District's commitment to professional standards and student safety. (*RR Superintendent: P268, L4-16*).

91. Need to Protect Students and Educational Mission: In evaluating the matter, the Superintendent considered the District's obligation to protect students, preserve campus stability, and uphold the integrity of the District's educational mission. (*RR Superintendent: P260 L20-25*). The public expects this.

92. Risk of Normalizing Comments Under Guise of Free Speech: The Superintendent concluded that allowing Respondent to remain in the classroom after publication of the posts would risk normalizing conduct inconsistent with the professional standards expected of educators. (*RR Superintendent: P264 L4-8 19-25, P265 L1-2*).

93. Convergence of Campus-Level and District-Level Concerns: The assessments of the campus Principal and the Superintendent aligned in concluding that Respondent's conduct created a risk of disruption and loss of trust that could not be adequately mitigated through lesser

means. (RR Principal: P222 L16-25, P223 L1-5; RR Superintendent: P264 L4-8 19-25, P265 L1-2).

94. Impact Considered in Recommendation to the Board. The District considered the impact, risk, and disruption associated with Respondent's conduct in determining to recommend termination of Respondent's continuing contract. (District Ex. 15 at 0111-0113; RR Superintendent: P264, L4-14).

95. Respondent as a teacher and in this role was to provide students with appropriate learning activities and experiences in the core academic subject area assigned to help them fulfill their potential for intellectual, emotional, ..... social growth; and to enable a student to develop competencies and skills to function successfully in society. Respondent was to be a positive role model for students and support the mission of the school district. (District Exh. 3).

96. Respondent's actions violated his job description and assignment, his continuing contract with the District, the District's Employee Handbook, Board Policy DIA (Local), DH(Exhibit), and DH (Local). [RR 85:21-25 through 296:1-18].

97. The IHE so finds more likely than not that Respondent used improper judgment in his role as a teacher by extolling the death of a human being in these specific set of circumstances in the age of readily available viral social media outlets and doing so did not provide students with appropriate learning activities and experiences ... or help them fulfill their potential for intellectual, emotional, ..... social growth; nor enables a student to develop competencies and skills to function successfully in society. Respondent was not, in this lapse of judgment, a positive role model for students nor did he support the mission of the school district. (District Exh. 3) [Record as a whole].

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

### Discussion

This Independent Hearings Examiner (IHE) is tasked with deciding whether under the particular set of facts for this case, do they warrant good cause to terminate a continuing contract with Mr. Flores. The IHE does not take lightly his task and is ever so wary that Mr. Flores is a *seasoned* educator with the Rio Grande City Grulla ISD who has been employed as an educator for at least over seventeen years. (District Exh. 13 dated October 2, 2025). His term as a teacher speaks to his consistency in the school district's workforce and arguably exemplifies a positive role model for students. But having said this, the issue presented for decision by the IHE is essentially two-fold. One issue is whether the social media comments were made and attributed to Respondent under a preponderance of evidence standard and two, whether it and/or any fallout from it justifies "good cause" to terminate Mr. Flores' continuing contract he entered into with Rio Grande City Grulla ISD going forward in the 2025-2026 school year. [District Exs. P-1 and 3].

Removing the fact any action complained of by Respondent may have been a temporary or an isolated lapse in judgment in outwardly expressing his views when at all times he was to act as an "educator" and "role model" and enable Rio Grande City Grulla ISD students to develop competencies and skills to function successfully in society; viewing the record as a whole and findings of fact noted above and weighing the *credibility of each witness* including the results of the investigation by the District and actions in outwardly manifesting in a social media forum as a teacher and role model at all times for students and furthering the mission of the District, comments praising or extolling the taking of a life, leaves only one conclusion for the IHE to objectively find, which is based on the record before him, that "good cause" has been shown and exists for contract termination in this instance. Mr. Flores failed to meet the accepted standards of conduct for his

profession, that of being a teacher, role model, and helping students develop competencies and skills to function successfully in society.

Now is it fair Mr. Flores is being terminated for exercising speech, some would argue no. But that is not for the IHE to decide. Case law does support the proposition that *the First Amendment does not prohibit a district from terminating a contract*. See *Clark v. Fort Worth Independent School District*, No. 03-21-000275-CV, 2023 WL 376901 (Tex. App. – Austin, 2023, no pet.) (not reported); *Edinburg Consolidated Independent School District v. Esparza*, 603 S.W.3d 468 (Tex. App. – Corpus Christi, 2020, no pet.); and *Turner v. Perry*, 278 S.W.3d 806 (Tex. App. – Houston [14<sup>th</sup> Dist.] 2009). Here the record supports evidence by a preponderance of the evidence of a failure to meet district policy that implements state or federal law and this in turn supports a good cause determination. See *Clark v. Fort Worth Independent School District*, No. 03-21-000275-CV, 2023 WL 376901, at \*6 (Tex. App. – Austin, 2023, no pet.) (not reported) citing to *North E. Indep. Sch. Dist. v. Riou*, 598 S.W.3d 243, 246 (Tex. 2020); and *Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559, 567 (Tex. 2000).

Further, to argue “Trutherbot” is the responsible party for creating or posting the posts and not Respondent, does not affect the consideration of the evidence. Here there is no relevance to the inquiry whether the release of the social media comments was voluntarily made on September 11, 2025, or the result of an unauthorized access (illegal acts of a third party) to Mr. Flores’ social media data. See *Edinburg Consolidated*, Supra at 472 and 477.

The IHE is controlled by law and applying it to facts *credibly* found. Here the narrow issue presented then is:

**Whether good cause exists to discharge Respondent, employed under a continuing contract.**

Put simply, the IHE is tasked with taking the *credible evidence* adduced at the hearing and deciding if it supports *good cause* to terminate the term contract for Respondent. Good cause in the context of terminating a continuing contract is statutorily 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” (emphasis ours). See Texas Education Code Sec. 21.156(a) and *Clark v. Fort Worth Independent School District*, No. 03-21-000275-CV, 2023 WL 376901, at \*4 (Tex. App. – Austin, 2023, no pet.) (not reported). Did the actions of Mr. Flores meet accepted standards of conduct for the teaching profession is the issue.

When confronted with the social media posts, Respondent claimed they were his personal opinions and none of them caused significant disruption to his workplace or ability to do his job. He also stated all comments or posts made by him on his personal time did not meet the legal definition of inciting or incitement of violence and so were protected by the First Amendment of the U.S. Constitution and as already decided by the U.S. Supreme Court. (District Exh. 13 dated October 2, 2025). Chief of Human Capital and Talent Management and lead investigator of the social media posts, Arcadio J. Salinas III met with Respondent on Friday, September 11, 2025. Mr. Flores was advised that his decisions to post the opinions in question here publicly had created concerns throughout the district and community. He was presented with copies of the Facebook posts, and he explained how he had the right to freedom of speech and he could post what he felt was appropriate. (District Exh. 15 dated September 12, 2025). Mr. Flores never said the posts were not his or did not come from him.

This IHE does so find that the reasons given for the proposed termination fall in line with the above findings of fact, that in turn, support good cause to terminate. While looking at the facts in this case and record, the notion that a teacher with the district for such a long time like Mr. Flores can never fail to meet the accepted standards of conduct for the profession is not the premise to start with. The premise is whether comparing the facts and circumstances as a whole, rise to the level of falling below accepted standards of conduct for the teaching profession. Here they do and that conclusion leads to good cause being shown for contract termination put simply. This one isolated series of acts by Respondent support good cause for termination. Is the result harsh for a lapse in judgment for expressing his thought, some could argue yes. But that issue is not the issue to be decided by the “independent” IHE. The issue here is whether the record here of facts credibly found by the IHE, support “good cause” for termination. The answer is yes; it does.

Balancing the interest of Mr. Flores, as a citizen, in commenting upon matters of public concern, versus the interest of the District as his employer, in promoting efficiency within the public services it performs, of educating young minds and developing productive respectful citizens of a civilized society, yield to the scales of justice tipping over the fifty percent threshold in favor of the Rio Grande City Grulla ISD. See *Turner Supra* at 815; and *Pickering v. Bd. of Educ.*, 391 U.S. 563, 568 (1968).

### **CONCLUSIONS OF LAW**

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

1. Respondent is a “teacher” as defined by Texas Education Code § 21.151 and 21.101.
2. Respondent timely requested a hearing on the proposed termination of his employment contract. See Tex. Educ. Code § 21.159 (a).
3. Accordingly, the Hearing Examiner has jurisdiction to hear this matter pursuant to Texas Education Code § 21.251(a)(1).
4. The District bears the burden of proof on the issues presented in this hearing by a preponderance of the evidence. See Tex. Educ. Code § 21.256(h).
5. The proposed termination of the continuing contract of Mr. Flores is properly before this Honorable Independent Hearing Examiner.
6. A hearing examiner is required to use a preponderance of the evidence standard in making Findings of Fact and in drafting the Recommendation for Decision.
7. The standard of proof is the preponderance of the evidence. TEX. EDUC. CODE § 21.256(h).
8. The Board of Trustees may terminate a teacher’s continuing contract for good cause as determined by the board. TEX. EDUC. CODE § 21.211.

#### **Governing Chapter 21 Standards**

9. A teacher employed under a continuing contract may be discharged at any time for good cause, as determined by the board of trustees, provided the district complies with the notice and hearing requirements of Texas Education Code Chapter 21. *Tex. Educ. Code §§ 21.156(a), 21.158–.159.*

10. “Good cause” under Texas Education Code § 21.156(a) means the failure to meet the accepted standards of conduct for the teaching profession as generally recognized and applied in similarly situated Texas school districts. *Tex. Educ. Code § 21.156(a)*.

11. To establish good cause under § 21.156(a), a school district must rely on generally applicable professional standards, rather than ad hoc or individualized expectations. *North East Indep. Sch. Dist. v. Riou*, 598 S.W.3d 243, 254–55 (Tex. 2020).

12. Professional standards incorporated in state statutes or administrative regulations satisfy the requirement that standards be “generally recognized and applied” for purposes of § 21.156(a). *North East Indep. Sch. Dist. v. Riou*, 598 S.W.3d 243, 255 (Tex. 2020).

13. The Texas Educators’ Code of Ethics, codified at 19 Texas Administrative Code § 247.2, constitutes enforceable, statewide professional standards applicable to certified educators. *19 Tex. Admin. Code § 247.2*.

14. A school district may rely on the Texas Educators’ Code of Ethics as evidence of generally applicable professional standards in evaluating good cause under Chapter 21. *North East Indep. Sch. Dist. v. Riou*, 598 S.W.3d 243, 255 (Tex. 2020).

15. Conduct demonstrating a lack of professional judgment or integrity may constitute good cause for termination when evaluated against generally applicable professional standards and supported by evidence in the record. *North East Indep. Sch. Dist. v. Riou*, 598 S.W.3d 243, 254–55 (Tex. 2020).

16. An educator’s fitness to serve, including the ability to function effectively in a classroom environment and maintain the confidence of students, parents, and administrators, is a proper consideration in determining good cause when tied to generally applicable professional

standards. *Edinburg Consol. Indep. Sch. Dist. v. Esparza*, 603 S.W.3d 468, 478–80 (Tex. App.—Corpus Christi–Edinburg 2020, no pet.).

17. Evidence that an educator’s future professional effectiveness is impaired may support a good-cause determination under Texas Education Code Chapter 21 when supported by the record. Such a proposition even where inferred is allowed. *Edinburg Consol. Indep. Sch. Dist. v. Esparza*, 603 S.W.3d 468, 478–80, 482 (Tex. App.—Corpus Christi–Edinburg 2020, no pet.).

18. A school district is not required to wait for actual harm or disruption to occur before acting under Chapter 21 where the record supports a foreseeable risk of disruption to the educational environment. *Clark v. Fort Worth Indep. Sch. Dist.*, 2023 WL 376901, at \*6–7 (Tex. App.—Austin Jan. 25, 2023, no pet.) (not reported).

19. A teacher’s public social-media posts may constitute substantial evidence supporting termination where the posts violate applicable professional standards or district policies and create community concern affecting students, school operations, or the educational environment. *Clark v. Fort Worth Indep. Sch. Dist.*, 2023 WL 376901, at \*6–7 (Tex. App.—Austin Jan. 25, 2023, no pet.) (not reported).

20. A public employee’s First Amendment claim is analyzed using the Pickering–Connick framework, which balances the employee’s speech interests against the school district’s interest in maintaining effective and orderly operations. *Turner v. Perry*, 278 S.W.3d 806, 818–19 (Tex. App.—Houston [14th Dist.] 2009, no pet.); *Pickering v. Bd. of Educ.*, 391 U.S. 563, 568 (1968).

21. Under the Pickering balance, educator speech may be subject to discipline where the record supports that the speech undermines professional effectiveness, erodes trust necessary for teaching, or creates a foreseeable risk of disruption to school operations. *Clark v. Fort Worth*

*Indep. Sch. Dist.*, 2023 WL 376901, at \*6–7 (Tex. App.—Austin Jan. 25, 2023, no pet.) (not reported); *Turner v. Perry*, 278 S.W.3d 806, 818–19 (Tex. App.—Houston [14th Dist.] 2009, no pet.).

22. A Chapter 21 termination hearing is conducted in the manner of a trial without a jury, and the Texas Rules of Evidence apply. *Tex. Educ. Code* § 21.256(d)–(f).

23. The District bears the burden of proof by a preponderance of the evidence at the Chapter 21 hearing. *Tex. Educ. Code* § 21.256(h).

24. The Independent Hearing Examiner must issue a written recommendation that includes proposed findings of fact and conclusions of law for consideration by the board of trustees. *Tex. Educ. Code* § 21.257(a).

25. The board may adopt, reject, or change conclusions of law, including a determination regarding good cause; the board may reject or change a finding of fact only if the finding is not supported by substantial evidence and must state the reason and legal basis for any change in writing. Said rejection or change is subject to further appeal and review above the IHE. *Tex. Educ. Code* § 21.259(a)–(d).

26. On appeal, the Commissioner may not substitute the Commissioner’s judgment for that of the board unless the board’s decision is arbitrary, capricious, unlawful, or not supported by substantial evidence. That determination lies on appeal if further appeal is taken. *Tex. Educ. Code* § 21.303(b).

27. The “generally recognized and applied” requirement of § 21.156(a) is a meaningful constraint, and a termination may be reversed where the evidentiary record does not establish a violation of generally applicable professional standards. *Klein Indep. Sch. Dist. v. Sisk*, 693 S.W.3d 551, 559–61 (Tex. App.—Houston [14th Dist.] 2023, no pet.).

### **Good Cause Established**

28. Based on the Proposed Findings of Fact, the District established by a preponderance of the evidence that Respondent failed to meet the accepted standards of conduct for the teaching profession as generally recognized and applied in similarly situated Texas school districts. *Findings of Fact ¶¶ 42–97; Tex. Educ. Code §§ 21.156(a), 21.256(h); North East Indep. Sch. Dist. v. Riou*, 598 S.W.3d 243, 254–55 (Tex. 2020).

29. The District identified and applied generally applicable professional standards—rather than ad hoc, individualized criteria—by relying on Board Policy DH (Local), Board Policy DIA (Local), and the Texas Educators’ Code of Ethics, all of which were adopted and in effect prior to the conduct giving rise to this proceeding. *Findings of Fact ¶¶ 42–53; Tex. Educ. Code § 21.156(a); Riou*, 598 S.W.3d at 254–55.

30. The Texas Educators’ Code of Ethics, codified in state administrative regulation, constitutes enforceable statewide professional standards applicable to certified educators and may be relied upon to measure whether an educator has met the accepted standards of conduct required by § 21.156(a). *Findings of Fact ¶¶ 42–53; 19 Tex. Admin. Code § 247.2; Riou*, 598 S.W.3d at 255.

31. The District’s reliance on DH (Local) and the Texas Educators’ Code of Ethics satisfied the “generally recognized and applied” requirement because those standards exist independent of the facts of this case and are applicable statewide to Texas educators. *Findings of Fact ¶¶ 42–53; Riou*, 598 S.W.3d at 254–55.

32. The District established that the content at issue consisted of social-media posts attributed to Respondent that were presented to him in Human Resources on September 12, 2025, were not denied at that time, and were not denied in Respondent’s subsequent written statement;

the District therefore acted reasonably in treating and inferring the posts as attributable to Respondent for purposes of evaluation under professional standards. *Findings of Fact* ¶¶ 56–64; *Tex. Educ. Code* § 21.156(a).

33. The District established that Respondent’s written statement asserted a free-speech defense and did not deny the posts, and the District considered the statement in its investigation before making an administrative recommendation. *Findings of Fact* ¶¶ 27–35, 60–64, 67; *Tex. Educ. Code* § 21.156(a).

34. The District proved that the investigation was conducted through Human Resources and included review of the posts, applicable District policies, the Texas Educators’ Code of Ethics, and campus-level input concerning professional expectations and the campus environment. *Findings of Fact* ¶¶ 66, 65–69, 74–77; *Tex. Educ. Code* § 21.156(a).

35. The District established that campus leadership reviewed the posts and concluded, based on professional experience and campus responsibilities, that the content raised serious concerns regarding Respondent’s judgment and trustworthiness as an educator. *Findings of Fact* ¶¶ 70–73, 71–72; *Edinburg Consol. Indep. Sch. Dist. v. Esparza*, 603 S.W.3d 468, 478–80 (Tex. App.—Corpus Christi–Edinburg 2020, no pet.).

36. The District established that the posts undermined confidence in Respondent’s professional judgment and that professional judgment is a core requirement for classroom educators entrusted with authority over students and responsibility for modeling appropriate behavior. *Findings of Fact* ¶¶ 79–82; *19 Tex. Admin. Code* § 247.2; *Esparza*, 603 S.W.3d at 478–80.

37. The District established that the loss of trust and confidence identified by campus leadership impaired Respondent’s fitness to serve as a classroom teacher and adversely affected

his future professional effectiveness in the school setting. *Findings of Fact* ¶¶ 70-72, 80-85; *Esparza*, 603 S.W.3d at 478–80.

38. The District established that Respondent’s return to the classroom after publication and circulation of the posts posed a foreseeable risk of disruption to the campus learning environment, including destabilizing the campus climate and diverting attention away from instruction. *Findings of Fact* ¶¶ 83-85, 87–93; *Clark v. Fort Worth Indep. Sch. Dist.*, 2023 WL 376901, at \*6–7 (Tex. App.—Austin Jan. 25, 2023, no pet.).

39. The District established that the matter generated written complaints and required administrative attention, supporting the reasonableness of the District’s determination that the posts created community concern and risk to the educational environment. *Findings of Fact* ¶¶ 59, 86; *District Ex. 10*; *Clark*, 2023 WL 376901, at \*6–7.

40. The District was not required to wait for actual harm to occur before acting, and the record supports that the District’s response was based on the foreseeable risk to campus stability, student well-being, and public confidence. *Findings of Fact* ¶¶ 83-93; *Clark*, 2023 WL 376901, at \*6–7.

41. The District established that the loss of confidence could not be adequately mitigated through coaching, corrective action, or lesser discipline, and that termination was necessary given the nature of the conduct and the impact on fitness and trust. *Findings of Fact* ¶¶ 85–86, 93-94; *Esparza*, 603 S.W.3d at 478–80.

42. The District proved that it acted pursuant to Chapter 21 procedures, including placing Respondent on paid administrative leave during investigation, requesting and considering Respondent’s written statement, and issuing the Notice of Proposed Termination following Board action. *Findings of Fact* ¶¶ 17-41; *Tex. Educ. Code* §§ 21.156(a), 21.158–.159, 21.251–.256.

43. The District established that it complied with the procedural requirements of Chapter 21, including timely notice, service efforts, and Respondent's right to request a hearing before an Independent Hearing Examiner. *Findings of Fact* ¶¶ 36-41; *Tex. Educ. Code* §§ 21.158-.159, 21.253-.256.

44. To the extent Respondent asserts constitutional protections, the applicable public-employee speech framework requires balancing the employee's interests against the District's interests in effective operations, campus stability, and student welfare. *Turner v. Perry*, 278 S.W.3d 806, 818-19 (Tex. App.—Houston [14th Dist.] 2009, no pet.); *Pickering v. Bd. of Educ.*, 391 U.S. 563, 568 (1968).

45. The record supports the conclusion that the District's interests in maintaining an effective educational environment and protecting students and public confidence outweigh any asserted speech interest, where the posts created community concern and foreseeable disruption impacting the educational environment. *Findings of Fact* ¶¶ 79-93; *Clark*, 2023 WL 376901, at 6-7; *Turner*, 278 S.W.3d at 818-19.

46. Based on the totality of the record and the Proposed Findings of Fact, the District established good cause to terminate Respondent's continuing contract pursuant to Texas Education Code § 21.156(a). *Tex. Educ. Code* § 21.156(a); *Findings of Fact* ¶¶ 42-97; *Riou*, 598 S.W.3d at 254-55; *Clark*, 2023 WL 376901, at \*6-7; *Esparza*, 603 S.W.3d at 478-80.

#### **Good Cause Determination**

47. The District proved by a preponderance of the evidence that Respondent's conduct violated Board Policy DH (Exhibit) (the Educators' Code of Ethics), Standard 1.7: "The educator shall comply with state regulations, written local school board policies, and other state and federal laws," because Respondent failed to comply with Board Policies DH (Local), and DIA (Local).

48. The District proved by a preponderance of the evidence that Respondent's conduct violated the Rio Grande City Grulla ISD Employee Handbook, because Respondent violated Rio Grande City Grulla ISD Board Policies DH (Exhibit), DH (Local), and DIA (Local).

49. Respondent failed to comply with his Primary Purpose including providing students with appropriate learning activities and experiences in the core academic subject area assigned to help them fulfill their potential for intellectual, emotional, ..... social growth; and to enable a student to develop competencies and skills to function successfully in society; and to be a positive role model for students and support the mission of the school district; including demonstrating professionalism, adhering to legal standards including school board policies, state, district, and campus standards, regulations and procedures and promoting and following ethical and demonstrate professional and responsible work habits and Educators' Code of Ethics, in violation of Section 5 of his Contract and Board Policies DH (Local) and (Legal) and DH (Exhibit). Specifically, through his actions and omissions outlined in the Findings of Fact above—including but not limited to, Respondent sexually harassing L.A., and violating:

- a. DH (Legal) Educator Ethics.
- b. DH (Local) Standards of Conduct.
- c. The Educator's Code of Ethics and Standards 1.7 and 1.10.
- d. DIA (Local) Statement of Non-Discrimination.
- e. Rio Grande City Grulla ISD Employee Handbook
- f. Job Title: Teacher Primary Purpose and Student Growth and Development, 9.
- g. Respondent's Continuing Contract and Paragraphs 5.1 and 5.2

50. Respondent's failures to comply with Board policies and the terms of his Contract, as outlined in the above Findings of Fact, constitute good cause to terminate Respondent's Contract.

51. The evidence consistent with the Findings of Fact above and with Respondent's violations of Board policies and his breach of his Contract establishes that each of the actions listed

therein individually or in conjunction, constitute good cause for terminating Respondent's Contract.

52. The evidence and Findings of Fact above establish that each of the violations listed in these Conclusions of Law, collectively or individually, constitute good cause for terminating Respondent's Contract.

53. The evidence consistent with the Findings of Fact above establishes that each of the actions or inactions listed above, individually or in conjunction, constitutes good cause for terminating Mr. Flores' continuing contract.

54. The evidence and Findings of Fact above establish that each of the actions or inactions listed in these Conclusions of Law, collectively or individually, constitutes good cause for terminating Mr. Flores' continuing contract.

55. There is a preponderance of credible evidence supporting the termination of Respondent's contract.

56. Good cause exists to terminate Respondent's continuing contract.

57. Good cause exists to terminate Respondent's continuing contract as per Section 21.156 (a) of the Texas Education Code and Respondent's contract.

58. All procedural requirements have been met by the District to terminate Respondent's continuing contract.

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

60. The District proved by a preponderance of the evidence that good cause exists to terminate Respondent's contract. Respondent's contract should be terminated accordingly.

### **RECOMMENDATION**

The IHE determines solely whether “good cause” exists for the termination of Mr. Flores’ continuing contract from the greater weight of the *credible* evidence presented in this case. Not whether Respondent should be given another chance or whether his political views are positive or negative or acceptable or non-acceptable, but whether Mr. Flores failed to meet the accepted standards of conduct for the teaching profession as generally recognized and applied in similarly situated Texas school districts, *Tex. Educ. Code § 21.156(a)*.

The IHE notes that in accepting his job duties, Mr. Flores accepted the responsibility of ensuring he complied with board policy and terms of his contract. The IHE, in arriving at his recommendation herein, is the sole judge of the credibility of the witnesses and the weight to be given their testimony. The findings of facts and conclusions of law supporting this recommendation are consistent with facts found by this IHE.

The IHE so finds based on the facts and record of this case, that the school district has good cause to terminate Mr. Flores’ continuing contract.

After full and due consideration of the evidence, record, competent argument by the District, and presentation allowances for both sides, matters officially noticed, and the foregoing Findings and Conclusions of Law, in my capacity as Independent Hearings Examiner, it is hereby,

**RECOMMENDED** that the board of Board of Trustees of the Rio Grande City Grulla Independent School District adopt the foregoing Findings of Fact and Conclusions of Law and enter an order consistent therewith that *good cause* exists to terminate Mr. Flores’ contract with the District. The IHE finds good cause to terminate the continuing contract. It is further,

Recommended, based on the Proposed Findings of Fact and Conclusions of Law, that the Board of Trustees uphold the proposed termination of Respondent's continuing employment contract pursuant to Texas Education Code § 21.156(a).

The Independent Hearing Examiner concludes that the District established good cause for termination by a preponderance of the evidence and that the proposed termination is supported by the record and consistent with generally recognized professional standards applicable to Texas educators. It is further,

Recommended, that the Board of Trustees affirm and implement the proposed termination of Respondent's continuing contract in accordance with Texas Education Code Chapter 21. It is further,

Recommended, that the Board's decision reflect that the District complied with all procedural requirements of Texas Education Code Chapter 21, including notice, opportunity to respond, service of notice, and hearing rights. It is further,

Recommended, that the Board issue a written decision adopting findings of fact and conclusions of law consistent with the Independent Hearing Examiner's recommendation and the record developed in this proceeding.

**SIGNED FOR ENTRY AND ISSUED** this 11th day of February 2026.

  
**JAVIER GONZALEZ**  
**INDEPENDENT HEARING EXAMINER**

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