

DOCKET NO. 057-LH-12-2025

LA JOYA INDEPENDENT
SCHOOL DISTRICT

vs.

PEDRO ZURITA, JR.

§ BEFORE THE
§
§ BOARD OF TRUSTEES
§ La Joya Independent
§ School District
§
§ THE STATE OF TEXAS

RECOMMENDATION OF THE INDEPENDENT HEARING EXAMINER

STATEMENT OF THE CASE

La Joya Independent School District (“La Joya ISD” and/or “the District”), Petitioner has proposed the termination of Pedro Zurita, Jr., Respondent’s term contract under Texas Education Code Section 21.211.

The Respondent is represented by Hon. Carlos A. Garcia of The Law Office of Carlos A. Garcia, PLLC, in Mission, Texas.

The Petitioner is represented by Hon. Celina Vinson of Thompson & Horton, LLP, in Houston, Texas.

The District proposes the termination of Pedro Zurita, Jr.’s term contract for having exercised poor judgment.

On September 15, 2025, Respondent made a recording of G.P., an eleventh-grade student in one of his general education math classes as he worked with her one-on-one to solve a portion of a math problem. The video depicts how G.P. struggles to solve the problem and Zurita telling her she knows how to solve the problem. While G.P.’s face is not clearly visible in the video, her voice is audible, and Respondent angled the camera toward her multiple times throughout the video. Respondent did not seek consent from G.P.’s parent or guardian before making the video.

On September 16, 2025, Respondent played the video that he had taken of G.P. in his Pre-AP math class. Respondent did not seek permission from G.P.'s parent or guardian or from his supervisor before playing the video. While showing the video, Respondent made comments to his Pre-AP class, suggesting that they should avoid being like G.P. as she struggled with the math problem. G.P.'s cousin, M.G., an eleventh-grade student in Respondent's Pre-AP class, and another student, told G.P. that they had seen Respondent play the video of her during their Pre-AP math class. G.P. later reported that she felt Respondent's actions were demoralizing and made her not want to attend school. The child's mother was angry knowing Respondent was essentially bullying her. [Tr. 20:10-16, D2]. The child was crying and embarrassed and Respondent allegedly told her she was going to be TikTok famous. [Tr. 21:11-23, D2]. The act of making the recording and later learning of it being shown to another class made the child feel less of herself and as if Respondent was making her feel dumb. [Tr. 45:10-25, 46:1-25, 47:1-18, D2].

G.P. reported the situation to her mother. Both G.P. and her mother reported the incident to campus administration on September 16, 2025. Le-Ann Herrera, the Principal of Palmview High School (HS) addressed the allegations with Respondent. That same day, Respondent completed an affidavit before Jose Moroles, the La Joya ISD Police Department Investigator assigned to the case. In his affidavit, Respondent acknowledged that he had taken the video of G.P. without parental permission and showed it to his Pre-AP class. Respondent acknowledged that he was aware of the need to obtain parental approval before recording students. Respondent also admitted that he records his Pre-AP class once every year and has never gained parental permission for such recordings.

On November 19, 2025, the La Joya ISD Board of Trustees voted to propose Respondent's term contract for termination.

The Independent Hearing Examiner 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. Zurita's term contract from the greater weight of the *credible* evidence presented in this case given the set of facts presented at final hearing including from the Respondent himself, the child and her mother. "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:

Procedural History

1. Respondent Pedro Zurita, Jr. is employed as a Certified Teacher for the La Joya Independent School District (ISD) pursuant to a term contract governed by Chapter 21 of the Texas Education Code (the "Contract"). [Exh. P-1].

2. La Joya ISD employed Respondent as a math teacher at Palmview High School ("Palmview HS") under a one-year term contract for the 2025–2026 school year (the "Contract"). [Ex. P-1].

3. By letter dated January 5, 2026, La Joya ISD Superintendent Dr. Marcey Sorensen notified Respondent that the La Joya ISD Board of Managers ("Board") proposed the mid-contract termination of Respondent's term contract for employment at its meeting on November 19, 2025. [Ex. P-2].

4. The notice of proposed termination advised Respondent that the administration had concluded that Respondent “improperly record[ed] students and disclos[ed] a recording of a student.” [*Id.*].

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

6. The Hearing Examiner conducted a hearing on the merits of the proposed termination on January 16, 2026, and resumed it with agreement of the parties on February 24, 2026.

7. During the hearing, the District entered 13 exhibits [P-1 through P-13] and presented testimony from five witnesses, including Respondent. Respondent admitted 11 exhibits [R-1 through R-11] and testified during his own case in chief and called one witness. These findings of fact are based on the Hearing Examiner’s review and careful consideration of the testimony and exhibits presented at the hearing.

La Joya ISD

8. La Joya ISD operates an Office of Human Capital and Talent Development, otherwise known as “human resources.” Ms. Jaime Miller was hired to lead that department in July 2024. In her role, Ms. Miller is responsible for conducting investigations and making recommendations for Board action on personnel actions, including proposed terminations.

9. In La Joya ISD, principals supervise the teachers on their campus. Ms. Le-Ann Herrera was the principal of Palmview HS during the 2025–2026 school year and supervised Respondent. [Tr. 56:7–9; 68:20–23, D1]. This is her first year and she was employed in July 2025. [Tr. 56:7–21, D1].

Respondent's Employment

10. Respondent has been a teacher in Mexico and at La Joya ISD for approximately 20 years since 2006. [Tr. 204:17–205:3, 209:14-17, D1]. A colleague who has known Respondent for over twelve years described him as cordial and relatable to students. [Tr. 255:20-25, 256:1-5, D1].

11. During the 2025–2026 school year, Respondent taught general education geometry and Pre-AP Algebra II classes at Palmview HS. [Tr. 205:4–11, D1]. Respondent taught seven class periods per day with an average of twenty to thirty students per class. [Tr. 151:16–152:12, D1]. As a District employee, Respondent received training on the District's Employee Handbook and the Educators' Code of Ethics. [Exs. P-10, P-11, P12; Tr. 84:17–19; 87:14–90:12, D1].

12. Pursuant to Respondent's contract with the District, Respondent was subject to and required to comply with all state and federal laws, District policies, administrative directives, and rules and regulations that were in effect as of the effective date of his contract or that might have been adopted or amended during the term of his contract. Respondent's contract states that he will "perform the duties of [his] assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence" and "comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended." [Ex. P-1, ¶ 5]. Respondent's contract further states that it will "terminate, in accordance with the procedures at Texas Education Code Chapter 21, if the Board determines that good cause . . . exists." [*Id.*, ¶ 9].

District and State Expectations/Standards of Conduct

13. Zurita by signing his contract for the 2025–2026 school year, Respondent agreed that he would carry out his duties as required by state law and with reasonable care, skill, and

diligence. [See Ex. P-1, ¶ 5]. Respondent further agreed that he would be subject to and comply with all state and federal laws, District policies, procedures, administrative directives, rules and regulations. [See *id.* This includes but is not limited to: DH (Legal), DH (Local), DH (Exhibit), the La Joya ISD Employee Handbook, and Texas Education Code § 26.009. [See Exs. P-6, P-7, P-8, P-9, P-13].

14. State law dictates that a school district employee must obtain written consent from a student's parent before the employee may make a video of the student or recording of the student's voice. [See TEX. EDUC. CODE § 26.009(a)(2); *see also* Ex. P-13]. As a District employee, Respondent was required to comply with the provisions of Texas Education Code § 26.009. Zurita did not obtain written approval from the child's parent to make the recording marked as Petitioner Exhibit 5.

15. Respondent was also required to comply with the provisions in La Joya ISD's Employee Handbook. La Joya ISD's Employee Handbook explains that employees "must refrain from using cell phones during instructional time, student supervision, meetings, or any time it interferes with their assigned duties." [Ex. P-6, p. 50]. The Employee Handbook also states that an employee "may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor." [*Id.*, p. 56]. Zurita did not obtain written approval to make the recording marked as Petitioner Exhibit 5. Further, the Employee Handbook explains that "[i]f an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment." [*Id.*].

16. The La Joya ISD Employee Handbook also requires employees to “[r]ecognize and respect the rights of students, parents, other employees, and members of the community” and to “[k]now and comply with department and district policies and procedures.” [*Id.*]. Respondent acknowledged that he was required to comply with the Employee Handbook. [*See* Ex. P-12; Tr. 207:7–9, D1].

17. Additionally, La Joya ISD maintains and requires compliance with Board policies governing employee conduct, including Policy DH (Local). [*See* Ex. P-8]. This policy 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.” [*Id.*]. Policy DH (Local) further states that an employee’s “[v]iolation of any policies, regulations, or guidelines . . . may result in disciplinary action, including termination of employment.” [*Id.*]. Respondent acknowledged that he was required to know and comply with Board policy. [Tr. 207:4–9, D1].

18. Policy DH (Exhibit) contains the Educators’ Code of Ethics that applies to all employees. [*See* Ex. P-9].

Respondent’s Recording of a Student

19. G.P. is a sixteen-year-old student in the eleventh grade at Palmview H.S. [Tr. 14:12–13; 15:1–2; 43:20–44:1, D2]. G.P. has attended La Joya ISD since elementary school. [Tr. 34:24–35:1, D2]. During the 2025–2026 school year, G.P. attended Respondent’s general education geometry class. [Tr. 44:24–45:3, D2].

20. G.P. struggles with math. [Tr. 24:19–21, D2]. G.P. did not feel comfortable in Respondent’s geometry class because he would make comments insinuating that certain female

students in his class were slower academically than other male students in his class. [Tr. 45:10–46:3, D2].

21. On September 15, 2025, Respondent worked one-on-one with G.P. to solve a math problem. [Ex. P-5]. G.P. struggled to apply basic math concepts required to solve the problem. [See Ex. P-5; Tr. 46:9–13, D2]. While G.P. was attempting to solve the math equation, Respondent retrieved his personal cell phone and brought his phone to G.P.’s desk when he returned. [Tr. 46:14–15, D2]. G.P. believed that Respondent was going to use his phone to access the calculator app to help her solve the problem. [Tr. 46:15–17, 49:4–6, D2]. Instead, Respondent used his phone to record G.P. up close as she struggled to solve the problem. [See Exs. P-4, LISD – Zurita 000036, P-5; Tr. 46:17–19, D2]. G.P. saw Respondent navigate to the recording feature in his camera app. [Tr. 49:7–11, D2]. Although Respondent is clearly recording G.P., Respondent can be heard telling G.P. in Spanish that he was not recording her. [Tr. 24:9–15, D2]. While the video was directed toward the math worksheet on the desk and not on G.P.’s face, G.P.’s voice was audible and Respondent angled the camera toward G.P. several times throughout the video. [See Ex. P-5]. Though G.P. felt uncomfortable being recorded by Respondent, she was nervous and did not feel empowered to object to Respondent recording her. [See Tr. 47:7–12, 49:12–15, 49:23–25, D2]. G.P. testified that she “didn’t know to say,” “was nervous,” and “felt overpowered like [she] couldn’t do anything in that moment.” [Tr. 49:12–15, 49:23–25, D2]. Because she felt nervous and overpowered, instead of speaking up, G.P. “just stayed there and . . . tr[ied] to do the [math] problem.” [Tr. 49:15–16, D2].

22. Respondent did not obtain permission from G.P., her parents, or his supervisor to record G.P. prior to making the recording. [See Ex. P-4, LISD – Zurita 000028, 000037; *see also* Tr. 68:9–13; 79:13–18; 216:4–14, D1; Tr. 23:20–22; 47:5–7, 49:2–3, D2]. Prior to September 15,

2025, G.P. had never been recorded in a similar manner by any of her teachers. [Tr. 48:14–23, D2].

23. Respondent was unaware he had to obtain a child’s parent’s permission to record a child’s voice or videotape them. [Tr. 205:25, 206:1-11, 211:4-19, D1].

24. The act of making the recording and later learning of it being shown to another class made the child feel less of herself and as if Respondent was making her feel dumb. [Tr. 45:10-25, 46:1-25, 47:1-18, D2].

Respondent Plays the Video for his Pre-AP Math Class

25. The next day, September 16, 2025, Respondent passed G.P. in the hall while she was on her way to her third period class. G.P. testified that Respondent teased her, smiling and telling her that she was “going to be TikTok famous.” [Tr. 51:20–24; 52:8–10; 52:17–20, D2]. G.P. was confused by Respondent’s statements and feared that he would post the recording of her online to embarrass her in front of the whole world. [See Tr. 21:15–21; 51:24; 52:14–16, D2].

26. That day, Respondent played the video he made of G.P. on September 15, 2025, for the students in his Pre-AP Algebra II class. [Ex. P-4, LISD – Zurita 000026–28, 000036; Tr. 232:18–22, D1]. While playing the video, Respondent made comments during which he insinuated that students should avoid being in situations like G.P. as she struggled to solve the math problem. [See Ex. P-4, LISD – Zurita 000027–28; Tr. 217:25–218:1; 219:15–16, D1]. Students reported that Respondent told the students in his Pre-AP Algebra II class not to be like this student. [See Ex. P-4, LISD – Zurita 000027; Tr. 219:12–220:2, D1].

27. The video being played for the Pre-AP Algebra II class coupled with the comments not to be like this student would make it seem the student viewing it should not be like the student struggling with the math problem in this case G.P.

28. Respondent abruptly stopped playing the full video which would mean he realized in real time he had exercised poor judgment. [Tr. 221:6-14, D1 and P-4]. Respondent told the investigating school police Officer Moroles that he (after less than a minute) realized that he should not be showing the video because he did not want to get into trouble. [See Ex. P-4, LISD – Zurita 000036; Tr. 173:6–11, D1]. The claim later to G.P. that she would be TikTok famous was a spin to make up for the exercise of poor judgment.

29. Respondent did not obtain permission from G.P., her parents, or his supervisor before playing the video for his Pre-AP class. [See Tr. 84:10–16; 215:25–216:14, D1].

30. M.G. and K.M. are Palmview High School students who attended Respondent's Pre-AP class and witnessed him play the video of G.P. [See Ex. P-4, LISD – Zurita 000027–28; 167:3–11, 168:22–169:6, D1]. After class, M.G. and K.M. told G.P. that Respondent played the video of her for his Pre-AP class and that they recognized her by her voice. [Tr. 50:21–51:11, D2]. Other students approached G.P. about the video as well. [Tr. 53:8–12; 55:10–12, D2]. G.P. was embarrassed by Respondent's actions. [Tr. 51:17–19, D2]. G.P. no longer feels comfortable attending Respondent's class. [Tr. 52:24–53:3; 55:1–3, D2].

The District Investigates

31. On September 16, 2025, after G.P. was informed that Respondent showed the recording of her struggling with a math problem to his Pre-AP math class, G.P. texted her mother to inform her about Respondent's actions. [See Tr. 63:8–11, D1; Tr. 16:25–17:25; 52:21–25, D2]. G.P. was upset by Respondent's actions and she cried and hid in the school restroom. [See Tr. 17:18–20, 20:4–9, D2]. G.P.'s mother then drove to Palmview HS to check on her daughter and report to District administrators that Zurita had improperly recorded her daughter without her permission. [See Ex. P-4, LISD – Zurita 000038; Tr. 61:8–11, D1; Tr. 19:5–19, D2]. Principal

Herrera reported that G.P.'s mother appeared angry and somewhat frantic and hysterical. [Tr. 60:21–23, D1]. Though G.P.'s mother requested to meet with Respondent, Principal Herrera did not believe such a meeting would be prudent. [Tr. 61:14–62:4, D1]. While G.P.'s mother was on campus, the bell rang and Principal Herrera went into the hallway to perform hall duty. [See Ex. P-4, LISD – Zurita 000038; Tr. 63:1–3, D1]. G.P. stopped Principal Herrera in the hall and reported that Respondent had recorded her. [See Ex. P-4, LISD – Zurita 000038; Tr. 63:4–8, D1]. Principal Herrera escorted G.P. to the front office where she and her mother met with District staff to discuss the situation. [See Ex. P-4, LISD – Zurita 000038; Tr. 63:11, D1]. G.P.'s mother then took her home. [Tr. 19:20–22, D2]. G.P. stayed home from school for several days following the event because she felt uncomfortable going to school. [See Tr. 21:15–22:1, 54:11–15, D2].

32. On September 16, 2025, Principal Herrera met with Respondent and informed him of the allegations that he recorded a student without permission. [See Ex. P-4, LISD – Zurita 000026, 000036; Tr. 64:10–19, D1]. Respondent told Principal Herrera that he had recorded a student solving a math problem. [See Tr. 64:19–21, D1]. Principal Herrera asked Respondent to pull up the video quickly but did not watch the recording in its entirety at that time. [Tr. 65:11–14, D1]. Principal Herrera reported the situation to the District's Human Capital & Talent Development Department and was advised to send Respondent to report to Human Capital & Talent Development directly. [See Ex. P-4, LISD – Zurita 000038; Tr. 62:5–10; 65:10–11, D1].

33. On September 16, 2025, the District assigned Officer Jose Moroles with the La Joya ISD Police Department to investigate the incident. [Tr. 164:21–165:7, D1]. After arriving at the Human Capital & Talent Development Department, Respondent met with Officer Moroles. [see Tr. 169:10–13; 169:20–23, D1]. Respondent provided a sworn affidavit to Officer Moroles in which he admitted that he recorded G.P. on September 15, 2025. [Ex. P-4, LISD – Zurita 000036–

37; Tr. 169:14–17, D1]. In his affidavit, Respondent also admitted that he played the video on September 16, 2025, for his Pre-AP math class and told them “that they need to take responsibility of their own learning . . . to try to avoid situations like this one (referring to the video taken on 9/15/25).” [See Ex. P-4, LISD – Zurita 000036; Tr. 169:18–19, D1]. Respondent told Officer Moroles that he (after less than a minute) realized that he should not be showing the video because he did not want to get into trouble. [See Ex. P-4, LISD – Zurita 000036; Tr. 173:6–11, D1]. Further, Respondent explained that he also recorded one of his Pre-AP math classes when student solve a problem in front of the class on September 16, 2025. [See Ex. P-4, LISD – Zurita 000037]. He explained that he makes such videos once a year. [See *id.*]. Respondent admitted in his affidavit that he knows he needs “approval from parents when recording students” but “did not get approval for any of the recordings.” [See Ex. P-4, LISD – Zurita 000037; Tr. 173:12–21, D1]. Respondent had the opportunity to review and correct his affidavit before signing it. [See Tr. 172:19–25; 210:9–11, D1]. Respondent also showed Officer Moroles the videos he had taken of G.P. and a Pre-AP student. [See Ex. P-4, LISD – Zurita 000026; Tr. 179:18–24, D1].

34. The District placed Respondent on paid administrative leave pending an investigation into his alleged violations of the Educators’ Code of Ethics. [See Ex. P-3; *see also* Tr. 240:9–10, D1].

35. On September 17, 2025, Officer Moroles interviewed G.P. [See Ex. P-4, LISD – Zurita 000027]. She reported that Respondent did not ask her if he could record her. [See Ex. P-4, LISD – Zurita 000027; Tr. 171:1–5, D1]. Respondent in his affidavit claimed he did ask but the affidavit is silent on whether she gave him permission (although permission would have to, by law, have been given by the parent). [Ex. P-4]. G.P. reported to Officer Moroles that she felt uncomfortable being recorded by Respondent. [See Ex. P-4, LISD – Zurita 000027; Tr. 171:6–8,

D1]. G.P. also reported that Respondent made a comment about Tik Tok, which led her to believe that he was going to share the video on social media. [See Ex. P-4, LISD – Zurita 000027; Tr. 171:9–13, D1; Tr. 19:1–4, 51:20–24, 52:8–10, 52:14–20, D2]. G.P. told Officer Moroles that M.G. and K.M. told her that Respondent had shown the video to his Pre-AP class while commenting on the video. [See Ex. P-4, LISD – Zurita 000027, Tr. 166:8–12, D1]. G.P. reported that she found Respondent’s actions to be demeaning and demoralizing, and that his actions made her feel like less of a person. [See Ex. P-4, LISD – Zurita 000027; Tr. 166:8–14, D1]. G.P. also reported that she no longer wanted to attend school because of Respondent’s actions. [See Ex. P-4, LISD – Zurita 000027; Tr. 166:14–15, D1].

36. As part of his investigation, Officer Moroles also met with M.G. and K.M. [See Ex. P-4, LISD – Zurita 000027–28; Tr. 167:3–5, D1]. M.G. and K.M. reported how Respondent showed the video of G.P. to their class. [See Ex. P-4, LISD – Zurita 000027–28; Tr. 167:12–17, 170:15–17, D1]. After conducting an investigation, Officer Moroles concluded that Respondent’s actions violated District policies and procedures, including Board policy DH (Local), the Texas Educator’s Code of Ethics Standards 1.7, 3.2, and 3.8 reprinted in Board policy DH (Exhibit), and the provisions in La Joya ISD’s Employee Handbook regarding Cell Phone Use for Employees and Personal Use of Electronic Communications. [See Ex. P-4, LISD – Zurita 000029, 000034; Tr. 173:25–174:9; 175:2–8; 175:11–177:25, D1].

Aftermath for Child G.P. and Family

37. After Respondent was placed on leave, students confronted G.P. regarding Respondent’s leave, accusing her of being responsible for Respondent’s absence, getting him fired, and ruining his life. [Tr. 21:24–22:7; 22:20–23; 53:8–21, D2]. The confrontations made G.P. feel uncomfortable to attend school. [Tr. 53:21–22, D2].

38. G.P.'s mother also received harassing telephone calls about the situation by individuals who called her personal telephone to accuse her of being a bad mom and destroying a teacher. [Tr. 23:6–16, D2].

39. Because of Respondent's actions, G.P. no longer feels comfortable speaking in her classes for fear that the teacher will record or expose her to other students. [See Tr. 27:9–20, D2].

Respondents Failure to Comply with District Expectations

40. Texas Education Code Section 26.009 requires district employees to gain parental approval before making a video of a student. [See TEX. EDUC. CODE § 26.009; see also Ex. P-13]. Respondent admitted to Officer Moroles and stated in his affidavit that he knew he was required to obtain parental permission before recording students and that he never gained such permission. [See Ex. P-4, LISD – Zurita 000037; Tr. 169:24–170:1, D1]. Further, Respondent admitted in his affidavit that he realized he should not have been showing the video of G.P. to his Pre-AP math class because he did not want to get into trouble. [See Ex. P-4, LISD – Zurita 000036; Tr. 173:6–11, D1]. During the hearing, however, Respondent refused to stand by his prior statements. [See Tr. 211:12–212:19, D1]. It was clear from Respondent's testimony that he had a lapse in judgment showing it and that making it violated law. [Tr. 204:39:1-25, 240:1-18, D1].

41. La Joya ISD's Employee Handbook and the Educators' Code of Ethics require employees to "[r]ecognize and respect the rights of students[.]" [Ex. P-6, p. 46]. Recording a high school student struggling to perform basic math computations and showing that video to her peers is not respectful to the student. Not obtaining parental consent is also a violation. [See Tr. 85:1–7, D1]. Neither does such conduct teach students to be respectful to each other. Viewing the video and audio would teach students to not be like G.P. in solving math problems.

42. La Joya ISD's Employee Handbook and the Educators' Code of Ethics prohibit employees from "intentionally, knowingly, or recklessly treat[ing] a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student." [Ex. P-6, p. 49]. Investigator Moroles determined that Respondent's conduct violated this standard. [See Ex. P-4, LISD – Zurita 000033; *see also* Tr. 176:8–20, D1]. Respondent's actions made G.P. feel like less of a person and caused her to not want to attend school or participate in her classes. [See Ex. P-4, LISD – Zurita 000027; Tr. 83:15–16; 96:8–13, 166:8–15, D1; Tr. 27:9–20; 47:13–18; 54:11–15, D2]. The act of making the recording and later learning of it being shown to another class made the child feel less of herself and as if Respondent was making her feel dumb. [Tr. 45:10-25, 46:1-25, 47:1-18, D2]. As Principal Herrera testified, a student's failure to attend class causes them to miss instructional time, which can adversely affect their learning. [See Tr. 96:5–7, D1].

43. La Joya ISD's Employee Handbook and the Educators' Code of Ethics require employees like Zurita to "maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard." [Ex. P-6, p. 49]. Respondent failed to maintain appropriate educator-student boundaries by recording a student without parental and supervisor permission and up-close with his personal phone as she struggled to solve basic math problems and then playing that video for other students. [See Tr. 97:4–15, 176:21–177:5, D1; Tr. 25:15–21, D2]. A reasonably prudent educator would not have taken the same actions in the same or similar circumstances. [See Tr. 96:14–97:3, D1]. This constitutes a lapse in good judgment by an educator.

44. La Joya ISD's Employee Handbook prohibits employees from using cell phones during instructional time, student supervision, meetings, or any time it interferes with their

assigned duties. [Ex. P-6, p. 50; Tr. 177:9–15, D1]. Respondent used his cell phone during instructional time, while directly supervising a student, to record the student solving a math problem. [See Exs. P-4, LISD – Zurita 000034–36, P-5; Tr. 177:9–15, D1; Tr. 46:14–19, D2]. Further, Respondent used his cell phone during instructional time, while supervising students, to play the unauthorized video for other students. [See Ex. P-4, LISD – Zurita 000034–36].

45. La Joya ISD’s Employee Handbook requires employees to obtain written approval from their immediate supervisor before sharing, in any format, videos obtained while on duty or district business. [Ex. P-6, p. 56]. Respondent did not gain written approval from Principal Herrera before showing the video of G.P. to his Pre-AP math class. [Tr. 84:10–16; 215:25–216:11, D1].

46. Respondent’s term contract requires him to carry out his duties as required by state law and with reasonable care, skill, and diligence. [See Ex. P-1, ¶ 5]. By recording G.P. struggling with a math problem and publishing that video for her peers, Respondent failed to perform his duties with reasonable care, skill, and diligence. [See Tr. 102:16–103:5, D1].

47. As an educator for La Joya ISD, Respondent is expected to create a safe learning environment for his students. [See Tr. 20:13–16; 47:13–18, D2].

Respondent’s Defenses

48. Although Respondent originally told Officer Moroles that he knew he shouldn’t have recorded G.P., Respondent testified that, after speaking with his lawyer, he no longer believes that he needed parental permission to record G.P. because he can make recordings of students without parental permission for an instructional purpose. [See Tr. 211:12–212:23, D1]. Respondent relies on Texas Education Code § 26.009(b)(3) to assert that an employee of a school district is not required to obtain consent from a student’s parent prior to making a video or recording of the student if the video or recording is only used for “a purpose related to regular classroom

instruction.” TEX. EDUC. CODE § 26.009(b)(3). Respondent testified that his instructional purpose in playing the video for his Pre-AP class was to get the students to take responsibility for their own learning because they had been copying each other’s work. [See Tr. 217:12–24, D1]. Respondent’s assertion shows a lack in poor judgment even momentarily.

49. Other than Respondent, no other person who testified during the hearing could think or articulate under oath of an educational purpose or even a legitimate reason for Respondent’s actions. Principal Herrera testified that she did not believe that there was a valid instructional purpose to Respondent’s actions. [See Tr. 75:12–14, D1]. Moreover, she testified that there was not any instructional purpose to Respondent’s recording a student doing a math problem and showing that recording to another class. [Tr. 156:20–23, D1]. When asked what legitimate purpose there could be to Respondent’s actions, former Principal Leonel Perez stated “I’m not sure. . . . I’m not sure what would be that purpose.” [Tr. 259:16–17, 259:20–23, D1]. Former Principal Perez testified that he was confused as to why Respondent would have been recording G.P. [See Tr. 258:18–20, D1]. Likewise, neither G.P. nor her mother were aware of the purpose of Respondent’s actions. [See Tr. 18:19–23; 23:23–24:4; 51:6–8, D2].

50. Additionally, no one who testified during the hearing was aware of another teacher who had recorded and played a recording of a student in a manner similar to Respondent. Principal Herrera testified that she was not aware of another teacher who had ever used their personal cell telephone to record a student up close solving a math problem. [See Tr. 74:3–7, D1]. Respondent himself testified that he was not aware of another teacher at La Joya ISD who had recorded themselves working one-on-one with a student and published it for another class. [See Tr. 215:25–216:3, D1]. G.P.’s mother testified that she was not aware of any other teacher who had ever

recorded G.P. doing her work. [See Tr. 23:23–24:1, D2]. G.P. testified that, in her eleven years as a La Joya ISD student, no teacher had ever recorded her like this before. [See Tr. 48:14–23, D2].

51. Respondent did not use the video of G.P. failing to do a simple math equation for “regular classroom instruction” in an acceptable manner exercising good judgment for his Advanced Placement Math students. The video does depict Zurita incessantly wanting G.P. to solve the math problem. The video does not demonstrate classroom management. The video simply portrays G.P. struggling to apply basic math concepts while Zurita asks G.P. incessantly, over and over again, “what is the double of 8.” [Exh. 5]. The video could have helped other students learn or avoid mistakes, but at G.P.’s expense. The manner of use specific to the facts of this case and showing of the video to fellow students of that school, was demeaning of G.P. and not good judgment by Zurita. While Respondent even indicated that students should avoid being like G.P., it was to G.P.’s detriment and done without permission.

52. Respondent’s statement to G.P. that she was going to be “TikTok famous” contradicts Respondent’s claim that he recorded her for instructional purposes and had the effect of endangering G.P.’s mental health. It also was a ruse to make up for having shown the video to other students at G.P.’s expense.

53. Disseminating a video/audio made without permission of parent and/or supervisor, and making derogatory and disparaging statements about a student who struggles to complete their work—and leaving the impression to students that it is okay to think less of another student, or that student is dumb or inept—is not a part of regular classroom instruction. Rather, such actions demonstrate poor judgment and a lack of professional judgment and violates the Educator Code of Ethics. Accordingly, Respondent’s actions did not comply with the exception to obtaining parental consent found in Texas Education Code 26.009(b)(3). Further, even if Respondent’s actions did

comply with Texas Education Code § 26.009(b)(3)—which they did not—that would not absolve him of the additional requirement to gain written consent from his immediate supervisor before showing the video to his Pre-AP class, which Respondent failed to do. [See Ex. P-6, p. 56].

54. Regardless of Respondent's claimed intent of recording G.P., La Joya ISD Board Policy DH (Exhibit) prohibits Respondent from recklessly treating a student in a manner that affects or endangers the learning or mental health of a student. [Ex. P-9]. G.P.'s and her mother's testimony show that Respondent's actions have had a dramatic and lasting impact on G.P.'s learning and mental health. G.P. is now afraid to participate in class for fear that her teachers will expose and embarrass her as Respondent did and this presents another social challenge in an ever increasing social media driven world for a teenager in an important time of their formative lives such as high school. [See Tr. 27:9–20, D2].

55. Respondent testified that he did not believe his actions were reckless because he did not think that anyone would recognize G.P. from the video due to the camera angle and the noise level in the Pre-AP classroom when he played the video. [See Tr. 220:13–221:14, D1]. Respondent's assertion was reckless at worst and in poor judgment in that he failed to consider that G.P.'s peers, who are familiar with speaking with her in a high school classroom environment, would be able to recognize her voice and affect G.P.'s development well-being. [See Tr. 51:9–11, D2].

56. Respondent testified that, a few weeks before he made the recording, he had a conversation with Principal Herrera during which he asked to use his own software to teach struggling math students. [See Tr. 231:1–7, D1]. Respondent testified that Principal Herrera denied his request and told him that he needed to raise his expectations for students. [See Tr. 231:8–14, D1]. He testified that he intended to later play the recording of G.P. for Principal Herrera to

demonstrate why his software was needed and that he played the video for his Pre-AP class in an attempt to raise his expectations for students. [See Tr. 223:1–12; 230:19–25, D1]. This purpose of recording G.P. as admitted by Respondent is inappropriate and not a valid exception under Texas Education Code TEX. EDUC. CODE § 26.009(b)(3). Furthermore, this does not explain or justify Respondent’s publishing of the video to his Pre-AP math class.

57. La Joya ISD’s Employee Handbook explains that “[p]rogressive discipline may be accelerated or bypassed depending on the severity of the incident.” [Ex. P-6, p. 50]. Former Principal Perez confirmed that La Joya ISD’s progressive discipline model enables the District to skip steps and proceed directly to termination depending on the severity of the allegations. [See Tr. 261:15–262:6, D1].

58. Respondent alleges that he should not be terminated because the District did not present as a witness any student from his Pre-AP class who observed Respondent play the video. However, Respondent does not deny that he played the video for his Pre-AP class. Respondent admitted to playing the video in his affidavit to Officer Moroles and during his testimony. [Ex. P-4, LISD – Zurita 000036; Tr. 232:18–22, D1]. Presenting student witnesses, accordingly, was not necessary in this specific case for the District carrying its burden.

59. The IHE finds Respondent used bad judgment in making the video/audio of the child without a parent’s consent or his supervisor. *Record as a whole.*

60. The IHE finds Respondent used bad judgment in showing the video/audio of the child to another class as an example to not be like the student G.P. on September 16, 2025. *Record as a whole.*

61. The IHE finds Respondent’s lack of admission to having exercised poor judgment under these set of facts, bears on his credibility. *Record as a whole.*

La Joya ISD's Grounds for Respondent's Proposed Termination

62. The Texas Education Code states that a “board of trustees may terminate a term contract and discharge [an employee] for [] good cause as determined by the board.” TEX. EDUC. CODE § 21.211(a)(1).

63. Board Policy DH (Legal) states that La Joya ISD employees are required to comply with standard practices and ethical conduct towards students, professional colleagues, school officials, parents, and members of the community. [Exh. P-7].

64. Board Policy DH (Local) states that “[e]ach District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards,” and that “[e]ach employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee.” [Exh. P-8, p. 1].

65. Board Policy DH (Local) states that “[t]he District holds all employees accountable to the Educators’ Code of Ethics.” [Exh. P-8, p. 1].

66. The Educators’ Code of Ethics in Board Policy DH (Exhibit) includes the following standards of conduct:

- | | |
|----------------|--|
| Standard 1.7: | The educator shall comply with state regulations, written local school board policies, and other state and federal laws. |
| Standard 1.10: | The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state. |
| Standard 3.2: | The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor. |

[Exh. P-9, pp. 1–2].

67. Board Policy DH (Local) states that “[e]ach District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.” [Exh. P-8, p. 1].

68. Additionally, as noted above, Board Policy DH (Local) provides that “[v]iolation of any policies, regulations, or guidelines, ..., may result in disciplinary action, including termination of employment.” [Exh. P-8, p. 1].

69. Respondent timely requested a hearing on his proposed termination pursuant to Chapter 21 of the Texas Education Code.

70. The record as a whole establishes by a preponderance of the credible evidence that Respondent: exercised poor judgment that did not recognize and respect the rights of a student, their parent; failed to comply with state regulations, written local school board policies, and other state and federal laws; revealed and/or engaged in conversation about confidential personal and/or private information of another student or parent, without their consent and with no professional purpose given the obtaining and manner of disclosure was itself wrong and improper; using electronic communication in a manner that constituted prohibited abuse of a District student; adversely affected the student’s (G.P.) learning, mental health, or safety; revealed confidential information concerning G.P. insofar as her learning abilities; violated Board Policy DH (Legal), (Local), and (Exhibit); the Educators’ Code of Ethics; and engaged in conduct constituting good cause for termination under Board policies and the express terms of his Contract.

71. The record as a whole establishes by a preponderance of the credible evidence that Respondent failed to perform his duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances, and that Respondent’s actions were inconsistent with the continued existence of the employer-employee relationship.

72. The Texas Educators' Code of Ethics purpose and scope require a Texas educator such as Zurita to "comply with standard practices and ethical conduct toward students, ..." He must "... maintain the dignity of the profession ..." and "respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character". "The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of ... her potential as an effective citizen." [Exh. P – 9].

73. The Educators' Code of Ethics further states that: "The Texas educator shall comply with standard practices and ethical conduct towards students, ... parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty." Exh. P – 35.

74. The Record as a whole establishes the fact that the Respondent failed to meet the accepted standards of conduct of a term contract employee educator. (*Record as a whole*).

75. The Record as a whole establishes the fact that the Respondent failed to comply with standard practices and conduct toward a student and parent and failed to enforce school district policy with his own conduct and lapse in judgment. (*Record as a whole*).

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

DISCUSSION AND APPLICABLE LAW

This Independent Hearings Examiner (IHE) is tasked with passing judgment on an educator who has been employed as an educator or teacher for approximately 20 years since 2006 with La Joya ISD. [Tr. 204:17–205:3, 209:14-17, D1]. His performance evaluations over his years of service to the District for school years 2022 – 2025 have been proficient, accomplished, distinguished for school years 2021 – 2022 and 2022-2023 in areas such as demeanor

professionally, ethics, classroom culture, communication, and achieving expectations. [Exhs. R – 1 – 6].

The question is did the Respondent's acts on September 15 and 16, 2025 rise to the level of *good cause* for termination here now. Zurita claims the recording made of G.P. did not require the consent of the child's parent before he made it since it was used only for a purpose related to regular classroom instruction. [See TEX. EDUC. CODE § 26.009(b)(3); *see also* Ex. R - 7]. He also argues since the electronic communication was not used for his own *personal purposes* but instead for instructional purposes in a classroom setting and as an employee of La Joya ISD, there was no improper use or violation of school district rule, regulation and/or policy, as per the District's Employee Handbook. [See Ex. R – 8]. The IHE is unmoved by the arguments to explain the making of the video/audio and then the showing of it to an academically more advanced classroom to see an example of what not to be. In hindsight the actions of Zurita were not smart and improper in an environment of “everyday and ongoing” social media, with teens growing up at an impressionable age of “finding themselves” and at an institution of learning coupled with an “oops moment” from an educator that should know better.

Here in this case, the evidence at the hearing revealed the exercise of poor judgment by Respondent and at best, an attempt at taking it back after “pandora's box” was opened, then the rationalization of the excused making of the video/audio and disseminating it to fellow students.

Respondent appears from his evaluations noted above and testimony adduced at the final hearing, to have been a stellar teacher at all times. Former Principal Perez who knew Respondent for over twelve years confirmed Zurita was “good for the kids” and “relatable”. [See Tr. 245:15-25, 246-255:1-25, 256:1-15, D1]. The need to keep a seasoned math teacher or even allow him progressive discipline and remediation given the current state of teacher shortages in Texas would

seem real. See <https://tea.texas.gov/texas-schools/health-safety-discipline/tvtf-final-report.pdf> and <https://www.krgv.com/news/valley-educators-participate-in-tea-task-force-on-teacher-shortages/>.

But reviewing the record as a whole and findings of fact noted above, submits to only one conclusion in one's mind about whether "good cause" exists for contract termination of Zurita for the acts undertaken. It has nothing to do with competence and need for keeping such a strong teacher seen in Respondent. Contriteness would go a long way and may have in inviting possible remediation and progressive discipline by the District short of proposing termination and getting to this stage of a Chapter 21 proceeding.

While the issues present in this case are not couched in terms of whether Respondent should be given another chance, individuals in such visible high mentoring roles must always remember that in those roles, their conduct is subject to high scrutiny.

As much as IHE is appreciative of Respondent's favor with the school children and long tenure (over twenty years) in the District and support at the school, this IHE is controlled by law and must only answer the following simple question after applying the law to the facts:

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

"*Good cause*" is defined under Section 21.211 read in conjunction with 21.204 of the Texas Education Code along with the holding in *Lee-Wright, Inc. v. Hall*, 840 S.W.2d 572,580 (Tex. App.-Houston [1st Dist.] 1992, no writ), as being "the employee's failure to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. An employee's act constitutes good cause for discharge if it is inconsistent with the continued existence of the employer-employee relationship."

Under Respondent's contract he could be terminated, "... in accordance with the procedures at Texas Education Code Chapter 21, if the Board determines that good cause ... exists." [Exh. P – 1].

It is within these stated parameters that the IHE must test the findings of fact found above against to see if good cause is the conclusion warranted; and not whether Mr. Zurita should be given a second chance or whether he is a competent math teacher fit for Palmview High School. Put simply, the IHE is tasked with taking the *credible evidence* adduced at the two-day hearing supports *good cause* to terminate the term contract for Zurita. While a difficult decision, the IHE must surrender to the greater weight of the *credible evidence* presented in this case to see if it supports “good cause”.

This IHE does so find that the reasons given for the amended proposed termination fall in line with the above findings of fact, that in turn, support good cause to terminate. Remediation some would believe were not allowed or now should be. But the bright line test for the IHE is whether the *credible evidence* in facts supports “good cause”. Here it does the IHE so finds.

The IHE notes *Durhl Caussey vs. Fort Worth Independent School District* Dk. No. 303-R2-694, and *Baker vs. Rice CISD*, Dk. No. 227-R2-493 are the “grandfather” cases in describing what good cause to terminate means for term contracts. In *Durhl*, the Commissioner of Education adopted the holding found in *Lee-Wright, Inc. v. Hall*, 840 S.W.2d 572,580 (Tex. App.-Houston [1st Dist.] 1992, no writ). The Court stated the following:

“Good cause for discharging an employee is defined as the employee’s failure to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. An employee’s act constitutes good cause for discharge if it is inconsistent with the continued existence of the employer-employee relationship.”

The issue is did Respondent fail to perform as a prudent teacher in his circumstances should, i.e., were his failings of such a serious nature that La Joya ISD has “good cause” to terminate him. *See Baker*, Supra at 6. Further, the IHE notes there is no right to remediation *per se*. *See Durhl Caussey* Supra at 4. *Cause* involves a failing that the ordinary prudent employee

would avoid and must be of such a level that the continued existence of the employer-employee relationship is called into question. *See Baker*, Supra at 7. There should be no question Zurita should not have done what he did (avoidance). Here the failing of Zurita to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances was of a serious nature. While the methods shown in the video by Respondent to teach and get his teachings across to students may have been acceptable, he should not have obtained the cellular phone recording absent parental and supervisor approval, much less have used it by showing an AP class *what not to do at the expense of G.P., the child*.

The IHE finds, based on the record before him, that there is a serious failing on the part of Mr. Zurita. The ordinary prudent employee would have avoided doing what Zurita did with no consent from parent or supervisor and making an example out of one student to fellow students. The continued existence of the employer-employee relationship between Respondent and the District is “called into question”.

IHE is unmoved by Respondent’s suggestion that lesser remedial measures should have been taken. Precedent supports the premise that there is no right to remediation *per se*. *See Durhl Caussey* Supra at 4. The average employee would not have made the serious mistake made here. The findings of fact above are sufficiently serious to warrant termination. There are no hard and fast rules as to how much remediation is required in a particular circumstance. Each case must be examined individually to determine if cause exists. The issue still remains, whether Zurita’s conduct rose to the level of good cause. *See Baker v. Rice Independent School District*, Docket No. 227-R2-493 (Comm’r Educ.1995). The IHE answers yes despite the consequences from such a finding for a good teacher in this case.

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. Jurisdiction is proper under the applicable provisions of the Texas Education Code and 21.251(a)(2).

2. Respondent timely filed a written request for hearing before an independent hearing examiner. TEX. EDUC. CODE § 21.253(a).

3. The proposed termination of the term contract of Mr. Zurita is properly before this Honorable Independent Hearing Examiner.

4. 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.

5. The standard of proof is the preponderance of the evidence. TEX. EDUC. CODE § 21.256(h).

6. The Board of Trustees may terminate a superintendent's term contract for good cause as determined by the Board. TEX. EDUC. CODE § 21.211.

7. "Good cause" for discharging an employee is defined as the employee's failure to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances. An employee's act constitutes good cause for discharge if it is inconsistent with the continued existence of the employer-employee relationship." *Lee-Wright Inc. v. Hall*, 840 S.W.2d 572, 580 (Tex. App.–Houston [1st Dist.] 1992, no writ); *Atkinson v. Mercedes Indep. Sch. Dist.*, Docket No. 041-R2-0408 (Comm'r Educ. 2008).

8. Respondent is a "teacher" as defined by Texas Education Code § 21.201.

9. 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).

Good Cause Standard

10. The Texas Education Code provides that “[t]he board of trustees may terminate a term contract and discharge a teacher at any time for [] good cause as determined by the board.” TEX. EDUC. CODE § 21.211(a)(1).

11. “Good cause” is an employee’s failure to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances; finding that 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).

12. A teacher’s poor judgment and failure to use the professional judgment expected of an educator in the district constitutes good cause for termination. *Cole v. Dallas Indep. Sch. Dist.*, Dkt. No. 108-R2-1194, 1996 WL 35048662, at *2 (Tex. Comm’r Educ. 1996). The Commissioner has held “[t]here is no precise definition of poor judgment, but you know it when you see it.” *Id.*

13. A teacher’s violation of the Educators’ Code of Ethics constitutes good cause for termination. *See Gipson v. Karnack Indep. Sch. Dist.*, Dkt. No. 037-R2-101, 2001 WL 37114615, at *3 (Comm’r Educ 2001).

14. Violating the Educator’s Code of Ethics by disparaging a student constitutes good cause for termination. *See Woolworth v. Eagle Pass Indep. Sch. Dist.*, Dkt. No. 199-R2-1291, 1998 WL 36011346, at *4 (Tex. 1998); *Wurthmann v. Conroe Indep. Sch. Dist.*, Dkt. No. 023-R2-990, 1992 WL 12934505, at *5 (Comm’r Educ. 1992). *Adams v. Gregory-Portland Indep. Sch. Dist.*, Dkt. No. 024-R2-1088, 1988 WL 1722286, at *2–5 (Comm’r Educ. 1990). “An educator should

never deliberately embarrass a child. The responsibility of a teacher is to protect, not injure, the often fragile self-worth of a child”. *Green v. Irving Indep. Sch. Dist.* No. 042-R2-1086, 1986 WL 1361742, at *2 (Comm’r Educ. 1986).

15. A teacher’s unprofessional and rude conduct toward a student and violation of District policy constitutes good cause for termination. *See Hill v. Hou. Indep. Sch. Dist.*, Dkt. No. 064-R2-503, 2003 WL 27375237, at *3–4 (Comm’r Educ 2003).

16. A teacher’s actions in breach of his employment contract constitute good cause to terminate the contract. *See Trujillo v. Ysleta Indep. Sch. Dist.*, Dkt. No. 082-R2-199, 1999 WL 35793495, at *4–5 (Comm’r Educ. 1999).

Good Cause Determination

17. Respondent breached his Contract by failing to perform the duties of his assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence. [Ex. P-1, ¶ 5]. Specifically, Respondent failed to act as a reasonably prudent educator would have acted under the same or similar circumstances (*i.e.*, upon encountering a student who was struggling with a math problem and instructing other students by example at the expense of the struggling student). This breach of contract independently constitutes good cause to terminate Respondent’s contract.

18. Respondent breached his Contract because he failed to comply with “all Board and District directives, state and federal laws and rules, and District policy and regulations.” [Ex. P-1, ¶ 5]. Specifically, Respondent violated Policy DH (Local), which required him to “recognize and respect the rights of students, parents, other employees, and members of the community.” [Ex. P-8]. Respondent further violated Policy DH (Local) by failing to comply with the Educators’ Code of Ethics, which required him to comply with written Board policies (Standard 1.7), prohibited

him from recklessly treating students in a way that endangers the student's learning or mental health (Standard 3.2), and required him to maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard (Standard 3.8). [Exs. P-8, P-9]. These policy violations, individually and collectively, constitute good cause to terminate Respondent's contract.

19. Respondent violated Texas Education Code § 26.009(a)(2) by failing to obtain the consent of G.P.'s mother authorizing him to record G.P. before he made the video of G.P. struggling to solve a math problem. Respondent's actions did not fall within the exception of the requirement discussed in Texas Education Code § 26.009(b)(3) because he did not make the recording of G.P. for a purpose related to regular classroom instruction.

20. Respondent demonstrated poor judgment and the failure to use the professional judgment expected of an educator by recording a student struggling with her work without obtaining parental permission and playing this video for his Pre-AP class without obtaining written permission from his immediate supervisor. These actions, individually and collectively, constitute good cause to terminate Respondent's contract.

21. Respondent demonstrated unprofessional, harassing and rude conduct by sharing a video of a student who struggled to apply basic math concepts with his Pre-AP class and by commenting in a manner that ridiculed and embarrassed G.P., telling them to not be like her.

22. Respondent violated La Joya ISD Board Policy DH (Local) by failing to respect the rights of G.P. when he recorded her without her consent and published the recording to her schoolmates.

23. Respondent failed to maintain the dignity of the profession and exemplify honest and good moral character in violation of La Joya ISD Board Policy DH (Exhibit) when he lied to

G.P. and told her he was not recording her. Respondent further violated La Joya ISD Board Policy DH (Exhibit) by minimizing his exercise of poor judgment by telling G.P. she was going to be TikTok famous.

24. Respondent failed to comply with the Educators' Code of Ethics, in violation of Section 5 of his Contract and Board Policies DH (Legal), (Local) and (Exhibit), which were also violated. Specifically, through his actions and omissions outlined in the Findings of Fact above—of recording G.P. without parental and supervisor permission and showing it to another class as an example to not be like G.P., deflating her in an academic learning setting during her formative years and in the advent of high social media usage and exposure:

- a. Respondent violated Standard 1.7 by failing to comply with state regulations, written local school board policies, and other state and federal laws.
- b. Respondent violated Standard 1.10 by failing to be worthy to instruct or supervise the youth of this state.
- c. Respondent violated Standard 3.1 by revealing confidential information concerning a student without a lawful professional purpose.
- d. Respondent violated Standard 3.2 by recklessly treating a student or minor in a manner that adversely affected or endangered the learning, physical health, mental health, or safety of the student or minor.
- e. Respondent violated Standard 3.5 by recklessly engaging in neglect of a student or minor.
- f. Respondent violated Standard 3.8 by not maintaining appropriate professional educator-student boundaries based on a reasonably prudent educator standard.

25. 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.

26. Respondent failed to perform the duties in the scope of employment that a person of ordinary prudence would have done under the same or similar circumstances, and his conduct is inconsistent with the continued existence of the employer-employee relationship.

27. Respondent failed to implement and carry out the policies of the District.

28. Respondent failed to meet acceptable standards of conduct in his relationship with the District and to maintain a positive impression of the District in the community.

29. 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.

30. 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.

31. The evidence consistent with the Findings of Fact above establishes that each of the actions or failures to disclose listed above, individually or in conjunction, constitutes good cause for terminating Mr. Zurita's term contract.

32. The evidence and Findings of Fact above establish that each of the actions or omissions listed in these Conclusions of Law, collectively or individually, constitutes good cause for terminating Mr. Zurita's term contract.

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

34. Good cause exists to terminate Respondent's term contract as per Section 21.211 of the Texas Education Code and Respondent's contract.

35. 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.

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

RECOMMENDATION

IHE notes that for 2 days on January 16 and February 24, 2026, at the La Joya ISD board room in La Joya, Texas, he faithfully and attentively followed and listened to testimony and evidence adduced surrounding actions and omissions of Respondent, Mr. Zurita. 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 fact and conclusions of law supporting this recommendation are consistent with facts found by this IHE. It can be argued the lapse in judgment by Zurita could have been handled via the progressive discipline remedial measures of the District. But his violations are serious in nature and would not have been in this manner by a prudent teacher in his circumstances. The lapse calls into question the continued existence of the employer-employee relationship for the parties. Remediation and lesser disciplinary measures for a good substantive tenured math teacher exists but are not the barometer for a “good cause” determination of a term contract. Here, the IHE is tasked only with determining if “good cause” exists for the proposed termination. It does unfortunately for Zurita and the prospective and current children attending Palmview High School that could have or are, under the tutelage of Respondent as a teacher and mentor, based on the facts and their application to law.

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

After full and due consideration of the evidence, record, zealous and competent argument, and presentation on 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 managers/trustees of La Joya Independent School District and any administrative personnel should in the future given the teacher shortages in Texas,

explore progressive discipline and remediation measures for educators with a long experience with the District in substantive course instruction such as the mathematics before proposing termination of an educator. It is further,

RECOMMENDED that the board of trustees of La Joya 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 Pedro Zurita, Jr.'s contract with the District.

SIGNED FOR ENTRY AND ISSUED this 17th day of March 2026.



JAVIER GONZALEZ
INDEPENDENT HEARING EXAMINER

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