11/4/2024 10:16 AM
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CAUSE NO. DC-24-18108

JORGE L. ARREDONDO,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
v.	§	
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT and THE BOARD OF TRUSTEES OF GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT,	§	68TH JUDICIAL DISTRICT OF
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

DEFENDANTS GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT AND ITS BOARD OF TRUSTEES' RESPONSE TO PLAINTIFF JORGE L. ARREDONDO'S APPLICATION FOR TEMPORARY INJUNCTION

"In resolving this matter, we should be mindful that the Texas Supreme Court has iterated that: 'Courts do not and cannot intervene in the resolution of conflicts which arise in the daily operation of school systems, and which do not directly and sharply implicate basic constitutional values.' This comports with the general rule in Texas that courts do not interfere with the statutorily conferred duties and functions of an administrative agency.

Under the relevant statutes, school boards have 'the exclusive power and duty to govern and oversee the management of the public schools of the district,' and under the 'statutory scheme a school board must be the ultimate interpreter of its policy, subject to the limits established by the Legislature in its provisions for administrative and judicial review.'"

Edinburg Consol. Indep. Sch. Dist. v. Smith,
Nos. 13-16-00253-CV, 13-16-00254-CV,
2016 WL 3068119, at *14
(Tex. App.—Corpus Christi May 26, 2016, no pet.)
(internal citations omitted)

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Consistent with the long-standing values and principles of local control and the proper separation of powers between the executive, legislative, and judicial branches of Texas government, Defendants Grand Prairie Independent School District and its Board of Trustees (collectively "Grand Prairie ISD" or the "District") file this Response to Plaintiff Jorge L. Arredondo's Application for Temporary Injunction.

I.
INTRODUCTION

Dr. Arredondo's request that this Court enjoin Grand Prairie ISD's Board of Trustees (the "Board") from "terminating Arredondo's Employment Contract or employment as Superintendent of GPISD" is as novel and unprecedented as it is unsupported in the law and contrary to clearly-established law. Dr. Arredondo improperly asks this Court to intervene in a matter the Texas Legislature has unequivocally and repeatedly vested to the local control of elected members of public school districts' boards of trustees, subject only to an administrative review process that meets and exceeds the constitutional requisites of due process. Moreover, Dr. Arredondo asks the Court to jump to the front of the line—or skip the line altogether—and make determinations regarding matters within the exclusive jurisdiction of an administrative agency—the Texas Education Agency and Commissioner of Education—before the administrative process even *begins*. The Legislature provides for *judicial review* after a school board's and Texas Education Agency's decisions regarding alleged violations of the school laws of the state or violations of a school district's employment agreements, as well as *judicial review*

after decisions related to the non-renewal or termination of Texas Education Code Chapter 21 contracts. Right now, not only is there nothing to review, Dr. Arredondo asks for an injunction to ensure there will never be anything for the Court to *review*. Nothing within Texas statutes or law allows a Court to intervene to thwart the process regarding educator contracts expressly set forth in Chapter 21. And no case law evinces otherwise. Simply put, this Court has no authority to grant the extraordinary remedy Dr. Arredondo seeks.

In sum, Texas state district court judges do not have authority—to effectively serve as an *ex officio* member of all school districts' boards of trustees where only the judge's one vote matters—to preemptively determine what employment actions a school board can take. Not even the Commissioner of Education or Texas Education Agency has the powers Dr. Arredondo seeks to confer upon this Court.

Furthermore, Dr. Arredondo's request that the Court issue an anti-defamation injunction is unconstitutional under well-established Texas Supreme Court precedent. Such an injunction constitutes a prior restraint on speech and has the effect of chilling constitutionally-protected speech. Thus, the Court cannot lawfully grant this request.

Even if this Court did have such authority and the requested injunction were not unconstitutional, Dr. Arredondo does not meet the threshold requirements to obtain a temporary injunction. As set forth in the District's Amended Plea to the Jurisdiction and below, this Court lacks subject-matter jurisdiction over Dr. Arredondo's claims. Assuming arguendo that this Court had jurisdiction, Dr.

Arredondo cannot show that he has a probable right to relief on his defamation, breach of contract or Texas Constitution due course of law claims. Furthermore, Dr. Arredondo has an adequate remedy under the law: the prescribed process under the Texas Education Code. **Indeed, Dr. Arredondo's asks the Court to enjoin the District from providing the very due process he seeks!** And any other remedy is available in money damages *after* the prescribed process is complete.

Not only is the law clear, but the balance of equities and public interest also strongly favor denying the requested injunction. It is the District, its Board, and the students and staff of Grand Prairie ISD—not Dr Arrendondo—who face a risk of irreparable harm from the requested injunctive relief. The request for a temporary injunction should be denied.

II.
FACTUAL BACKGROUND

A. The Board hires Arredondo to serve as Superintendent.

On May 28, 2024, at a Special Board Meeting, Grand Prairie ISD's Board of Trustees voted unanimously, 7-0, to name Dr. Jorge Arredondo as the Lone Finalist for Superintendent of Schools. The Board authorized the Board President and legal counsel to begin employment contract negotiations. *See* **Exhibit A**, May 28, 2024 Board Meeting Notice, Agenda, & Minutes.[1] After the vote, the District announced

[1] The District asks the Court to take judicial notice of its publicly-posted notice, agenda, and minutes of the May 28, 2024 Board Meeting under Texas Rule of Evidence 201. The notice, agenda, and minutes of all Grand Prairie ISD Board meetings are available online at https://meetings.boardbook.org/Public/Organization/948 (last visited Nov. 2, 2024).

the Board had named Dr. Arredondo as Lone Finalist for Superintendent of Schools on its website. *See* **Exhibit B**, May 28, 2024 Announcement.

On June 24, 2024, at a Special Board Meeting, the Board voted unanimously, 7-0, to approve the employment contract and employment of Dr. Arredondo as Superintendent. *See* **Exhibit C**, June 24, 2024 Board Meeting Notice, Agenda, & Minutes.[2] That evening, the Board President and Dr. Arredondo entered into the Grand Prairie ISD Contract of Employment for Superintendent, effective July 1, 2024, for him to serve a three-year term. *See* **Exhibit D**, Dr. Arredondo's Employment Contract.

B. Relevant terms of Dr. Arredondo's employment contract.

The Board and Dr. Arredondo entered into the Employment Contract under the authority of Texas Education Code Chapter 11 and with the rights for educators under Texas Education Code Chapter 21, as set forth in the initial paragraph of the Employment Contract:

> Contract Terms
>
> Pursuant to the authority of Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code and the general laws of the State of Texas, for and in consideration of the terms stated in this Contract, the Board and the Superintendent hereby agree as follows:

The Employment Contract generally sets forth the rights and responsibilities of the Board and the Superintendent. For example, Section 5.3 relates to "Criticisms. Complaints. Suggestions." and identifies the Superintendent's role with respect to

[2] The District asks the Court to take judicial notice of its publicly-posted notice, agenda, and minutes of the June 24, 2024 Board Meeting under Texas Rule of Evidence 201.

handling complaints. *See* **Exhibit D**, p. 2, ¶ 5.3. Under the Employment Contract, the Board maintains authority regarding investigating complaints about the Superintendent or a Trustee. *Id.*

> 5.3. *Criticisms Complaints Suggestions.* The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by Board policies. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

Section 9 of the Employment Contract addresses "Termination, Resignation, Renewal/Nonrenewal, Suspension, or Disability." *Id.*, p. 7. Section 9.4 addresses "Termination for Good Cause." *Id.*, p. 8, ¶ 9.4. Consistent with Texas Education Code Chapter 21's procedures and requirements for the proposed termination of a term contract educator, Section 9.4 provides that *if* the Board proposes termination for good cause, the Board shall provide the reasons in writing and the Superintendent shall be provided all due process rights under Board policy and state law—which is the process set forth in Texas Education Code Chapter 21. *Id.*

> 9.4. *Termination for Good Cause.* The Board may dismiss the Superintendent during the Contract Term or any extensions thereof for good cause as determined by the Board. The Board shall give the Superintendent the reasons for a proposed dismissal for good cause in writing and the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. The term "good cause" includes, without limitation:

Section 9.4 also sets forth what "good cause" for termination includes and provides twenty-one (21) examples of "good cause," including the following:

> 9.4.4. Failure to comply with written Board Policies or District administrative regulations;
>
> 9.4.10. Failure to meet the District's standards of professional conduct;
>
> 9.4.16. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
>
> 9.4.20. Failure to take reasonable steps to maintain an effective working relationship with the Board; or
>
> 9.4.21. Any other reason constituting "good cause" under Texas law or this Contract.

The Employment Contract also addresses the "Effect of Termination of Employment on Compensation." *Id.*, p. 5, ¶ 6.10. Section 6.10 provides as follows:

> 6.10. *Effect of Termination of Employment on Compensation*. In the event this Contract is void, terminated, for any reason (whether voluntary or involuntary), prior to the completion of the Term, the Superintendent shall be paid for the days worked or earned prior to the date of the termination in accordance with the District's normal payroll practices at the rate provided in the Contract computed pro rata up to the date of termination, but shall be entitled to no further compensation or benefits as of the date of termination except as otherwise provided by law or this Contract or as mutually agreed by the Parties.

Dr. Arredondo's Employment Contract is silent about administrative leave. It does, however, address "Suspension"; specifically, suspension without pay—something completely different from administrative leave—in Section 9.5. *See* **Exhibit D**, p. 9, ¶ 9.5.

C. In early August 2024, the Board receives three written complaints regarding Dr. Arredondo and initiates the response required under District Board policy DIA (Local).

All Texas independent school districts have a Board policy regarding "Employee Welfare - Freedom from Discrimination, Harassment, and Retaliation." *See* **Exhibit E**, Board policy DIA (Local). Grand Prairie ISD Board policy DIA (Local) sets forth a process for reporting prohibited discrimination, harassment, and retaliation. *See id.*

Reporting Procedures	Any employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal. Alternatively, the employee may report the alleged acts to one of the District officials below.

DIA (Local) also describes the procedures the District must use in responding to such reports. *See id.*

DIA (Local) provides that a report against the Superintendent may be made directly to the Board. *Id.* If the Board receives such a report, it is required to "appoint an appropriate person to conduct an investigation."

> A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Under DIA (Local), any District supervisor who receives a report of discrimination or harassment must immediately notify the appropriate District official listed in DIA (Local), and take any other steps required by the policy. *Id.*

Notice of Report	Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

In early August 2024, one or more Board members received three written complaints[3] regarding Dr. Arredondo that alleged conduct that *could* fall within the scope of DIA (Local). Therefore, in accordance with DIA (Local), on August 15, 2024—the next Board Meeting—the Board received redacted copies of the three written complaints in Closed Session. Dr. Arredondo attended Closed Session at the beginning and, at that time, was advised that there were complaints against him that implicated DIA (Local). The Board President generally advised Dr. Arredondo about the contents of the complaints. During explanation of the process required by DIA (Local), Dr. Arredondo abruptly waived explanation off and noted that he was aware of and knew about DIA (Local). Because the Board was discussing Dr. Arredondo's own personnel matters, after advising him of the complaints, he was asked to leave the Closed Session, as contemplated in Section 5.5 of the Employment Contract.

After Dr. Arredondo left, the Board evaluated the next steps DIA (Local) required them to take. After the August 15, 2024 Board Meeting, in accordance with DIA (Local), the District retained an independent, third-party law firm—Walsh, Gallegos, Kyle, Robinson & Roalson, P.C. ("Walsh Gallegos")—to follow the investigative steps under DIA (Local).

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[3] Grand Prairie ISD has produced redacted copies of the three written complaints to counsel for Dr. Arredondo and intends to admit them into evidence at the hearing on Dr. Arredondo's request for a temporary injunction. But Grand Prairie ISD has chosen not to attach them to this Response that is publicly-filed because Dr. Arredondo complains about purported disparagement of his reputation.

D. Walsh Gallegos conducts the initial steps of the process under DIA (Local) regarding the three complaints and, on September 4, 2024, the Board places Dr. Arredondo on paid administrative leave.

The first step under DIA (Local) is an "Initial Assessment," described in the policy as follows:

Initial Assessment	Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

See **Exhibit E**, p. 3. Walsh Gallegos conducted an "Initial Assessment," as required by DIA (Local), to determine whether the allegations, if proved, would constitute prohibited conduct as defined in the policy. Walsh Gallegos interviewed two of the complainants as part of this "Initial Assessment."

After review of the written complaints and these interviews, Walsh Gallegos made the determination that the allegations, if proven, would constitute prohibited conduct as defined in DIA (Local). Because of this finding, Board policy DIA (Local) required the District to immediately authorize or undertake an investigation.

Furthermore, DIA (Local) addresses "Interim Action" and provides that "[i]f appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation." *See* **Exhibit E**, p. 3.

Interim Action	If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

Id. "Interim Action" can include a number of actions. With respect to personnel issues, it often means placing an individual on paid administrative leave during an investigation.

On September 4, 2024, at a Board Meeting, Walsh Gallegos attorneys met with the Board in Closed Session. *See* **Exhibit F**, September 4, 2024 Board Meeting Notice, Agenda, & Minutes.[4] Under DIA (Local), if the "Initial Assessment" found that the allegations, if proven, would constitute prohibited conduct, there were certain next steps the Board was required to take, including an investigation and potential "Interim Action."

After Closed Session at the September 4, 2024 Board Meeting, the Board re-convened in open session. The Board voted 5-2 to "place Dr. Arredondo on paid administrative leave effective immediately in order to protect the District and Dr. Arredondo . . . as discussed in closed session." *See* **Exhibit F**, September 4, 2024 Board Meeting Minutes; *see also* Recording of the September 4, 2024 Board Meeting, available at https://grandprairieisdtx.new.swagit.com/videos/314180 (last visited Nov. 2, 2024).[5] The Walsh Gallegos attorneys spoke with Dr. Arredondo that night to advise that placement on administrative leave pending the conclusion of the investigation was part of the process to ensure the integrity of the investigation and

[4] The District asks the Court to take judicial notice of its publicly-posted notice, agenda, and minutes of the September 4, 2024 Board Meeting under Texas Rule of Evidence 201.

[5] The District asks the Court to take judicial notice of the vote at its publicly-posted September 4, 2024 Board Meeting under Texas Rule of Evidence 201.

to ensure that both the District and he were protected while the investigation was ongoing.

Paid administrative leave is not a disciplinary action. Most school districts, and other entities, place personnel on paid administrative leave during the course of investigations. Such interim action occurs for a variety of reasons—perhaps, most importantly, to ensure there is no further misconduct or allegations of misconduct, or possibility of retaliation against the complainant or the respondent during the investigation.

E. Walsh Gallegos conducts the DIA Investigation, provides the Board with its findings, and the Board votes to proceed as discussed in Closed Session.

After the September 4, 2024 Board meeting, Walsh Gallegos conducted the DIA Investigation. The DIA Investigation Report/Summary (the "DIA Investigation Report")[6] shows that Walsh Gallegos examined four issues all directly linked to the three written complaints. Walsh Gallegos conducted more than forty interviews of District personnel and conducted a 2.5-hour interview with Dr. Arredondo, who was accompanied by his own counsel. In the interview, Dr. Arredondo was advised of the allegations against him and was asked questions to elicit his responses or defenses to the complaints and assertions regarding his alleged conduct towards staff. Walsh Gallegos also afforded Dr. Arredondo an additional week after his interview to

[6] Grand Prairie ISD has produced the Investigation Report/Summary and a one-page synopsis of the DIA Investigation to counsel for Dr. Arredondo and intends to admit them into evidence at the hearing on Dr. Arredondo's request for a temporary injunction. But Grand Prairie ISD has chosen not to attach them to this Response that is publicly-filed because Dr. Arredondo's claims relate to purported disparagement of his reputation.

provide them documentation, additional information, or any further information he believed they needed to review as part of the investigation before the investigation concluded. Walsh Gallegos completed the investigation and prepared a written investigation summary, the DIA Investigation Report.

On October 2, 2024, Grand Prairie ISD held a Board Meeting. *See* **Exhibit G**, October 2, 2024 Board Meeting Notice & Agenda.[7] In Closed Session, the Board received a copy of the DIA Investigation Report/Summary, which contained certain findings and conclusions. The DIA Investigation found that Dr. Arredondo had violated *inter alia* Board policy DIA (Local).

The Board re-convened in open session. Based on review of the DIA Investigation, there was a motion in open session to "let the Board officers move forward as discussed in closed session due to the violations of local DIA policy." *See* Recording of the October 2, 2024 Board Meeting, 23:46–24:54 available at https://grandprairieisdtx.new.swagit.com/videos/316646 (last visited Nov. 2, 2024). The Board voted in favor of the motion 4-2, with one abstention. *See id.*[8]

F. Grand Prairie ISD attempts to negotiate a resolution with Dr. Arredondo, but discussions break down, Dr. Arredondo files a DGBA (Local) grievance, and runs to court.

After the October 2, 2024 Board Meeting, Grand Prairie ISD, through Walsh Gallegos as counsel, attempted to negotiate a resolution with Dr. Arredondo's counsel.

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[7] The District asks the Court to take judicial notice of its publicly-posted notice and agenda of the October 2, 2024 Board Meeting under Texas Rule of Evidence 201.

[8] The District asks the Court to take judicial notice of the vote at its publicly-posted October 2, 2024 Board Meeting under Texas Rule of Evidence 201.

See Dr. Arredondo's Verified Original Petition ("Pet."), p. 8. These negotiations did not result in resolution. On October 8, 2024, Grand Prairie ISD's counsel advised Dr. Arredondo's counsel that the District rejected his settlement offer *See id.* The District's counsel advised that without a negotiated resolution, the District would need to post "agenda language" for the October 17, 2024 Board Meeting to "Consider and take possible action regarding employment of Superintendent, including proposed termination." *Id.*, pp. 8–9.

On October 9, 2024, Dr. Arredondo filed an employee grievance with the District under Board policy DGBA (Local) complaining *inter alia* about his placement on paid administrative leave (the "October 9 Grievance"). *See* **Exhibit H**, Redacted October 9, 2024 Grievance Forms without attachments); **Exhibit I**, Board policy DGBA (Local).[9]

On October 14, 2024, at 4:00 p.m., the District posted the Notice and Agenda for the October 17, 2024 Regular Board Meeting in accordance with the Texas Open Meetings Act. *See* **Exhibit J**, October 17, 2024 Board Meeting Notice & Agenda.[10] The October 17, 2024 Board Meeting Agenda Item 8 was posted as "Action as a Result of Closed Session and Item 8.A. stated: "Consider and take possible action regarding employment of Superintendent, including proposed termination." *Id.*

> 8. ACTION AS A RESULT OF CLOSED SESSION
>
> A. Consider and take possible action regarding employment of Superintendent, including proposed termination.

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[9] The District asks the Court to take judicial notice of Board policy DGBA (Local) under Texas Rule of Evidence 201.

[10] The District asks the Court to take judicial notice of its publicly-posted notice and agenda of the October 17, 2024 Board Meeting under Texas Rule of Evidence 201.

The afternoon of October 14, 2014, before the District could set the October 9 Grievance for a hearing before the Board, Dr. Arredondo filed this lawsuit and obtained an *ex parte* temporary restraining order enjoining the Board from even considering action regarding his employment, thus prohibiting the Board from even considering whether to *propose* termination. *See generally* Pet.; *see also* Temporary Restraining Order (the "TRO").

Based on the TRO, the Board could not consider or vote on any action regarding Dr. Arredondo at the October 17, 2024 Board Meeting.

G. Dr. Arredondo has received all process due to him to date and will receive a process that meets and exceeds the due course of law requirements under the Texas Constitution.

Grand Prairie ISD has not terminated Dr. Arredondo's employment. The Board has not even voted to propose termination in accordance with the Texas Education Code or Board legally-referenced policy BJCE (Legal). *See* **Exhibit K**, BJCE (Legal).[11]

On October 25, 2024, the District sent Dr. Arredondo written notice that it will conduct a "Level Three Board Hearing" under Board policy DGBA (Local) regarding the October 9 Grievance at the November 14, 2024 Regular Board Meeting. *See* **Exhibit L**, October 25, 2024 Notice of Level Three Board Hearing; *see also* **Exhibit D**, DGBA (Local). At that time, Dr. Arredondo will be given a hearing before the Board regarding the complaints in his October 9 Grievance—in open or closed session, as he chooses.

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[11] The District asks the Court to take judicial notice of its legally-referenced policy BJCE (Legal) under Texas Rule of Evidence 201.

On October 29, 2024—*after* the District had produced to Dr. Arredondo redacted copies of the three written complaints, a redacted copy of the DIA Investigation Report/Summary, and a redacted copy of the one-page synopsis of the DIA Investigation—the Board allowed Dr. Arredondo and his counsel to speak directly to the Board in Closed Session regarding his allegations in this lawsuit and concerns with the DIA Investigation. *See* **Exhibit M**, October 29, 2024 Board Meeting Notice & Agenda.[12]

All of this has occurred before the Board even considers or votes whether or not to even *propose* Dr. Arredondo's termination.

And, under the Texas Education Code, Grand Prairie ISD Board policy, and the District's regular practice, Dr. Arredondo will receive further pre-termination notices and hearings ***if*** the Board does vote to *propose* termination of his Employment Contract. *See* **Exhibit K**, BJCE (Legal); *see also* **Exhibit N**, Board legally-referenced policy DFBA (Legal); **Exhibit O**, Board policy DFD (Local); **Exhibit P**, Board legally-referenced policy DFD (Legal).[13]

The pre-termination notice and hearing process under Chapter 21 of the Education Code includes:

- The Board must find it has good cause to propose termination of Dr. Arredondo's contract. *See* TEX. EDUC. CODE § 21.211.
- It must vote to propose termination of Dr. Arredondo's contract.

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[12] The District asks the Court to take judicial notice of its publicly-posted notice and agenda of the October 29, 2024 Board Meeting under Texas Rule of Evidence 201.

[13] The District asks the Court to take judicial notice of its legally-referenced policy DFBA (Legal), its Board policy DFD (Local), and its legally-referenced policy DFD (Legal) under Texas Rule of Evidence 201.

- It must provide Dr. Arredondo written notice regarding the proposed/recommended termination, including the grounds for the proposed termination.

- This written notice letter is treated like a pleading in state court—fair notice pleading. It must provide sufficient notice to allow Dr. Arredondo to prepare a defense to the allegations against him. *See, e.g., Skinner v. San Felipe Del Rio Consolidated ISD,* Docket No. 036-R2-203 (Tex. Comm'r Educ. 2003)*; Gibson v. Tatum ISD,* Docket No. 040-R2-1099 (Tex. Comm'r Educ. 1999).

- Once Dr. Arredondo receives that notice, he can appeal the proposed termination to the Texas Commissioner of Education and request a hearing from the Texas Commissioner of Education in accordance with Chapter 21, Subchapter F. TEX. EDUC. CODE §§ 21.251, 21.253.[14]

- At that point, the Commissioner of Education assigns a hearing examiner "by selecting the next person named on the list who resides within reasonable proximity to the district." TEX. EDUC. CODE § 21.254.

- "Hearing examiners must meet stringent requirements to be certified by the Commissioner of Education." *Montgomery Indep. Sch. Dist. v. Davis*, 34 S.W.3d 559, 562–63 (Tex. 2000); *see also* TEX. EDUC. CODE § 21.252; 19 TEX. ADMIN. CODE § 157.41.

- The hearing examiner can allow for written discovery and depositions before the hearing. TEX. EDUC. CODE § 21.255(b).

- At the hearing, the District—not Dr. Arredondo—bears the burden to prove by a preponderance of the evidence that "good cause" exists for the proposed termination. TEX. EDUC. CODE § 21.256(h).

- At the hearing, Dr. Arredondo has the right to "(1) be represented by a representative of [his] choice; (2) hear the evidence on which the charges are based; (3) cross-examine each adverse witness; and (4) present evidence." *See* TEX. EDUC. CODE § 21.256(c).

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[14] This hearing process is "a highly formalized, quasi-independent administrative proceeding that takes place under the same conditions as a bench trial for [superintendents] to challenge proposed terminations." *El Paso Indep. Sch. Dist. v. Kell*, 465 S.W.3d 383, 387 (Tex. App.—El Paso 2015, pet. denied); *see also Normore v. Dall. Indep. Sch. Dist.*, 677 F.Supp.3d 494,513, 514, 522–24 (N.D. Tex. 2023) (examining substantive and procedural due process claims based on the Chapter 21 process for an educator's term contract termination).

- The hearing is "conducted in the same manner as a trial without a jury in a district court" and the Texas Rules of Evidence apply during the hearing. TEX. EDUC. CODE §§ 21.256(d), (e).

- Once the hearing is complete, the independent hearing examiner issues a recommendation to the Board which includes proposed findings of facts and conclusions of law, including whether the hearing examiner found there was good cause for termination. TEX. EDUC. CODE § 21.257(a).

- The Board considers the recommendation at a publicly-posted Board meeting before voting whether or not to terminate the employment of the superintendent. TEX. EDUC. CODE §§ 21.258; 21.259.

- Before the Board votes at the meeting, the Board must allow Dr. Arredondo or his counsel to present oral argument. TEX. EDUC. CODE § 21.258(b).

- The Board can only reject or change a hearing examiner's findings of fact if the fact is not supported by substantial evidence in the record. TEX. EDUC. CODE § 21.259(c). The Board must state in writing the reason and legal basis for a change or recommendation.

- If Dr. Arredondo disagrees with the Board's decision, he can appeal the decision to the Commissioner of Education under Texas Education Code Chapter 21, Subchapter G. TEX. EDUC. CODE § 21.301.

- If appealed to the Commissioner, there is a prescribed process for challenging the decision—including arguments to an administrative law judge. *See* TEX. EDUC. CODE §§ 21.301–21.306; 19 TEX. ADMIN. CODE § 157.1072.

- Either party can appeal the Commissioner's decision to specified district courts for judicial review. TEX. EDUC. CODE § 21.307.

This process provides the relief Dr. Arredondo seeks. Instead, he asks the Court to enjoin the District from taking any vote that *could* trigger the very process to which he is statutorily entitled, and seems to seek.

III.
STANDARD FOR INJUNCTIVE RELIEF

"A temporary injunction is an extraordinary remedy and does not issue as a matter of right." *Walling v. Metcalfe*, 863 S.W.2d 56, 57 (Tex. 1993) (per curiam). To obtain injunctive relief, an applicant must plead and prove: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). To establish a probable right of recovery, the applicant must present at least some "evidence that, under the applicable rules of law, tends to support its cause of action." *Sands v. Estate of Buys*, 160 S.W.3d 684, 687 (Tex. App.—Fort Worth 2005, no pet.); *see also EMS USA, Inc. v. Shary*, 309 S.W.3d 653, 657 (Tex. App.—Houston [14th Dist.] 2010, no pet.); *Vaughn v. Intrepid Directional Drilling Specialists, Ltd.*, 288 S.W.3d 931, 936 (Tex. App.—Eastland 2009, no pet.).

An irreparable injury is one that cannot be measured in financial terms or adequately compensated in damages. *Butnaru*, 84 S.W.3d at 204; *City of Dallas v. Brown*, 373 S.W.3d 204, 208 (Tex. App.—Dallas 2012, pet. denied). The injury must not be speculative. *Jordan v. Landry's Seafood Rest.*, Inc., 89 S.W.3d 737, 742 (Tex. App.—Houston [1st Dist.] 2002, pet. denied). In cases like this one, the plaintiff must show it is likely to succeed on the merits. Absent a showing of likelihood of success on the merits, a temporary injunction may not issue. *In re Newton*, 146 S.W.3d 648, 652 (Tex. 2004). A court also cannot grant injunctive relief where there is an adequate remedy at law. *McGlothlin v. Kliebert*, 672 S.W.2d 231, 232 (Tex. 1984). Even temporary injunctive relief "ought not be granted unless it appears that the

complainant has no adequate remedy at law for prevention or redress of wrongs and grievance of which complaint is made." *Hancock v. Bradshaw*, 350 S.W.2d 955, 957 (Tex. Civ. App.—Amarillo 1961, no writ).

The purpose of a temporary injunction "is to preserve the status quo of the litigation's subject matter pending a trial on the merits." *Butnaru*, 84 S.W.3d at 204.

IV.
ARGUMENT AND AUTHORITIES

Dr. Arredondo asserts three claims against the District: defamation; breach of contract; and due process/due course of law claims under the Texas Constitution. Dr. Arredondo is not entitled to injunctive relief because he has not established, clearly or otherwise, that (i) he has a probable right to relief; (ii) he faces a substantial threat of irreparable harm; (iii) if he faces an irreparable injury or that any threatened injury outweighs the threatened harm to Grand Prairie ISD, (iv) or that granting injunctive relief will not disserve the public interest.

A. Dr. Arredondo has no viable cause of action, much less a probable right to relief, on his defamation claim because there is no waiver of the District's governmental immunity from suit for this intentional tort claim.

As set forth in the Amended Plea to the Jurisdiction, pp. 5–6, the Texas Tort Claims Act ("TTCA") provides only a limited waiver of a public school district's immunity from suit: the waiver of immunity is limited to suits for property damage, personal injury, or death caused by the operation or use of a motor-driven vehicle or motor-driven equipment by a district employee. *See* TEX. CIV. PRAC. & REM. CODE §§ 101.021, 101.051. And the TTCA does not waive governmental immunity for intentional torts. TEX. CIV. PRAC. & REM. CODE § 101.057(2). Because defamation is

an intentional tort and Dr. Arredondo's claim does not arise from the operation or use of a motor vehicle, there is no waiver of Grand Prairie ISD's immunity from suit. Dr. Arredondo, therefore, does not plead a viable cause of action and cannot show a probable right to relief based on his defamation claim.

Dr. Arredondo's counsel argued before the Associate Judge that immunity is an affirmative defense and not a jurisdictional bar to suit. Not so. The District's assertion of immunity regarding Dr. Arredondo's defamation claim is its governmental immunity from *suit.* While immunity from liability may be an affirmative defense, immunity from suit is not. *See Tex. Dep't of Transp. v. Jones*, 8 S.W.3d 636, 637 (Tex. 1999); *see also The Gulf Coast Ctr. v. Curry*, 658 S.W.3d 281, 284 (Tex. 2022) (discussing difference between immunity from suit and immunity from liability). The Texas Supreme Court has repeatedly held and reaffirmed that "governmental immunity from suit defeats a trial court's subject matter jurisdiction and thus is properly asserted in a plea to the jurisdiction." *Jones*, 8 S.W.3d at 637; *Russell v. Linebarger, Goggan, Blair & Sampson,* LLP, No. 05-23-00224-CV, 2024 WL 1757243, at *4 (Tex. App.—Dallas Apr. 24, 2024, no pet.); *Erving v. U.S. Dep't of Housing & Urban Dev't*, No. 05-22-00175-CV, 2023 WL 4557625, at *3–4 (Tex. App.—Dallas July 17, 2023, no pet.).

Indeed, "[s]ince as early as 1847, the law in Texas has been that absent the state's consent to suit, a trial court lacks subject matter jurisdiction." *Jones*, 8 S.W.3d at 638 (collecting cases). "In a suit against a governmental unit," like Grand Prairie ISD, "the plaintiff must affirmatively demonstrate the court's jurisdiction by

establishing a valid waiver of immunity." *Curry*, 658 S.W.3d at 284; *see also Erving*, 2023 WL 4557625, at *3–4 (discussing jurisdictional analysis and plaintiff's pleading or evidentiary burden).

Here, Dr. Arredondo cannot affirmatively demonstrate a valid waiver of immunity for his defamation claim. Texas courts have repeatedly held that school districts, and other political subdivisions of the state, have immunity from *suit* against tort claims that do not involve the operation or use of a motor vehicle. This includes a separate bar for intentional tort claims. *See, e.g.*, *Mission Consol. Indep. Sch. Dist. v. Garcia*, 253 S.W.3d 653, 655 (Tex. 2008); *Harris Cnty. v. Sykes*, 136 S.W.3d 635, 638 (Tex. 2004) ("immunity from suit defeats a trial court's subject matter jurisdiction unless the state expressly consents to suit" and that noting that the TTCA provides only "a limited waiver of governmental immunity if certain conditions are met"); *Nuttall v. Dall. Indep. Sch. Dist.*, No. 05-23-00877-CV, 2024 WL 3022800, at *1, 3, 8–9 (Tex. App.—Dallas June 17, 2024, pet. filed) ("If a TTCA plaintiff cannot satisfy 'the burden to affirmatively demonstrate the trial court's jurisdiction' by showing that the claim fails within a statutory waiver of immunity, the court must dismiss the suit.").[15] In fact, the Dallas Court of Appeals stated a few

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[15] *See also Dallas Cnty. Schs. v. Vallet*, No. 05-16-00385-CV, 2016 WL 7163824, at *2 (Tex. App.—Dallas Dec.8, 2016, no pet.) (holding school district immune from intentional tort claim because immunity from intentional tort claims is not waived under the TTCA and stating "[s]chool districts are immune from suit for all torts under the TTCA except in suits involving the operation or use of motor vehicles"); *Davison v. Plano Indep. Sch. Dist.*, No. 05-12-01308-CV, 2014 WL 1018212, at *3–5 (Tex. App.—Dallas Feb. 20, 2014, no pet.) (affirming jurisdictional dismissal of plaintiff's tort claims against school district because claims did not fall within the limited waiver of immunity under the TTCA for claims regarding the operation or use of motor vehicles); *Ollie v. Plano Indep. Sch. Dist.*, 383 S.W.3d 783, 789–91 (Tex. App.—Dallas 2012, pet. denied) (discussing school district's immunity from suit, which defeats subject-matter jurisdiction, for tort claims under the TTCA).

months ago in *Nuttall v. Dallas Independent School District*, that this issue is "settled in law." *Nuttall*, 2024 WL 3022800, at *1.

Courts have routinely, consistently, and repeatedly dismissed defamation claims against Texas governmental entities for lack of jurisdiction because there is no waiver of immunity for such claims under the TTCA. *See City of Combine, Tex. v. Robinson*, No. 05-10-01384-CV, 2011 WL 3570510, at *4 (Tex. App.—Dallas Aug. 16, 2011, no pet.); *Reeves v. Tex. Dep't of Ins., Div. of Worker's Compensation*, No. 05-07-00020-CV, 2007 WL 3293629, at *2 (Tex. App.—Dallas Nov. 8, 2007, no pet.); *Patrick v. McKinney Hous. Auth.*, No. 05-01-00826-CV, 2002 WL 535467, at *2 (Tex. App.—Dallas Apr. 11, 2002, no pet.) (mem. op.).[16]

Not only is this claim unequivocally jurisdictionally barred, but the law is also so well-settled on this point that the Court should grant Grand Prairie ISD its reasonable attorneys' fees and costs incurred defending against this claim because Dr. Arredondo has not voluntarily deleted or dismissed this claim from his lawsuit. Indeed, the Dallas Court of Appeals has affirmed sanctions against a *pro se* plaintiff for pursuing tort claims against a school district despite being advised of its immunity from suit. *See Ollie*, 383 S.W.3d at 789–90, 793–94.

Based on the foregoing, Dr. Arredondo's defamation claim cannot serve any basis for granting any temporary injunction.

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[16] *See also Obasogie v. Harris Cnty. Hosp. Dist.*, No. 14-19-00316-CV, 2021 WL 1184913, at *4 (Tex. App.—Houston [14th Dist.] Mar. 30, 2021, pet. denied); *Leatherwood v. Prairie View A&M Univ.*, No. 01-02-01334-CV, 2004 WL 253275 (Tex. App.—Houston [1st Dist.] Feb. 12, 2004, no pet.).

B. There is no probable right to relief on Dr. Arredondo's breach of contract claim because he does not plead an actual breach of contract, the Court lacks jurisdiction over this claim, and the Commissioner of Education has exclusive jurisdiction to consider this claim *before* judicial review.

1. Dr. Arredondo cannot show the District breached his employment agreement.

In his Petition, Dr. Arredondo pleads two theories for his breach of contract claim. First, Dr. Arredondo alleges that the Board breached his employment agreement "by placing [him] on administrative leave and voting to terminate his Employment Contract for cause, without providing [him] the reasons for the proposed termination in writing, or with the procedural and substantive rights as set forth in the Board's policies and applicable state and federal law, as required by Section 9.4 of the Employment Contract." *See* Pet., p. 10. Second, Dr. Arredondo alleges that the Board breached his employment agreement by "making public statements that are disparaging or detrimental to [his] reputation or career" in purported "violation of Section 11 [sic] of the Employment Contract." *Id.*, p. 10. (Notably, there is no "Section 11" in Dr. Arredondo's Employment Contract. *See* **Exhibit D.**) Neither assertion shows any breach of Dr. Arredondo's Employment Contract. And he cannot show any breach to show a probable right to relief.

a. The Board did not breach Dr. Arredondo's Employment Contract by placing him on paid administrative leave.

At the outset, Dr. Arredondo's Employment Contract is silent regarding paid administrative leave. *See* **Exhibit D**. His Employment Contract does discuss suspension—but it addresses only suspension <u>without</u> pay. *See id.*, ¶ 9.5 (emphasis added).

9.5. *Suspension.* In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

Section 9.5 of Dr. Arredondo's Employment Contract does nothing more than guarantee Dr. Arredondo's rights regarding suspension *without* pay that are given to all Texas educators with Chapter 21 contracts. *See* TEX. EDUC CODE § 21.211(b); *see also* **Exhibit K**, BJCE (Legal); **Exhibit N**, DFBA (Legal). Dr. Arredondo has not been suspended without pay, because the Board placed him on paid administrative leave. Nothing in the contract prohibits or even addresses such paid leave. *See* **Exhibit D**.

Grand Prairie ISD Board policy does address paid administrative leave. In Board policy DFBA (Local), the Board states that a District employee with a term contract "may be suspended with pay and placed on administrative leave . . . during an investigation of alleged misconduct by the employee[.]" *See* **Exhibit Q**, Board policy DFBA (Local).[17]

Suspension with Pay	A term contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

Dr. Arredondo simply cannot show any contractual right or provision violated with respect to his placement on paid administrative leave.

[17] The District asks the Court to take judicial notice of its Board policy DFBA (Local) under Texas Rule of Evidence 201.

Nothing in Dr. Arredondo's Employment Contract, Board policies, or constitutional due process affords Dr. Arredondo notice of the reasons for placement on paid administrative leave. The contract is silent on the issue. *See* **Exhibit D.** Board policies contemplate paid administrative leave under these circumstances. *See* **Exhibit Q**. There is no state law creating any protected property or liberty interest related to paid administrative leave. And due process protections are not triggered by paid administrative leave, as set forth more fully below. Indeed, in *Cleveland Board of Education v. Loudermill*—the seminal United States Supreme Court case regarding pre-termination notice and an opportunity to respond—the Court explicitly stated that a public employer could "avoid the problem[s]" associated with pre-termination notice and opportunity to respond, "by suspending [the employee] with pay." 470 U.S. 532, 544–45 (1985). The pre-termination notice and opportunities afforded employees before actual discharge do not apply to an employer's decision to place the employee on paid administrative leave. *See, e.g.*, *Brokaw v. Dall. Indep. Sch. Dist.*, No. 3:07-CV-015-O, 2008 WL 4355392, at *4 (N.D. Tex. Sept. 24, 2008).

Moreover, the Board did provide Dr. Arredondo notice at the August 15, 2024 Board Meeting in Closed Session of the general complaints against him and that they related to prohibited conduct under Board policy DIA (Local). Dr. Arredondo also received notice of his placement on administrative leave by Walsh Gallegos attorneys at the September 4, 2024 Board Meeting, before the Board's vote. Dr. Arredondo has not shown and cannot show a probable right to relief on any breach of contract claim regarding the Board's decision to place him on paid administrative leave.

b. The Board has not terminated Dr. Arredondo's Employment Contract or even voted to *propose* termination of his contract.

The Board has not voted to terminate Dr. Arredondo's employment and has not even voted to *propose* termination. Dr. Arredondo, therefore, cannot show any violation of Section 9.4 of his Employment Contract. The contractual requirement for the Board to provide Dr. Arredondo "the reasons for a proposed dismissal for good cause in writing" has not been triggered. *If* and *when*, the Board votes to propose his termination, Dr. Arredondo will receive written notice regarding the proposed termination, including the grounds for the proposed termination and the basis for the Board's determination that it had good cause for proposing termination. Under state law, the notice the Board will provide Dr. Arredondo *if* it proposes the termination of his Employment Contract must give Dr. Arredondo sufficient notice to allow him to prepare a defense to the allegations against him. It is that notice that Dr. Arredondo can appeal to the Texas Commissioner of Education and request a hearing in accordance with Chapter 21, Subchapter F. TEX. EDUC. CODE §§ 21.251, 21.253. At this time, however, the requirement for the Board to provide written notice in Section 9.4 and under state law has not come to pass. And, if the Board does propose his termination, Dr. Arredondo will receive expansive pre-termination rights under Chapter 21, Subchapter F of the Texas Education Code. *See supra*, pp. 16–18 & ns. 13–14.

Regardless, even though not required by his contract, Board policy, or state or federal law or constitutional due process, Dr. Arredondo has received notice of the complaints and charges against him and has been afforded an opportunity to respond,

with a hearing regarding his October 9 Grievance scheduled to be heard by the Board on November 14, 2024. *See* **Exhibit M.** Dr. Arredondo has received redacted copies of the three written complaints, a redacted copy of the DIA Investigation Report/Summary, and a redacted copy of the one-page synopsis of the DIA Investigation. The Board afforded Dr. Arredondo and his counsel the opportunity to speak to the Board in Closed Session at the October 29, 2024 Board Meeting, after he had received the redacted information. These actions exceed the requirements of Dr. Arredondo's Employment Contract, the District's Board policies, the requirements of state or federal law, and constitutional due process protections. Dr. Arredondo has received pre-proposal due process—not just the pre-termination process due to him under the law. If anything, at this point, Dr. Arredondo has received *more* process than any educator with a term contract receives in Texas before a Board ever votes to recommend or propose termination or contract nonrenewal. As such, he cannot show a probable right to relief on any breach of contract claim based on a purported violation of Section 9.4 of his Employment Contract.

c. Dr. Arredondo's Employment Contract does not contain a term or provision barring the Board from making public statements regarding his employment and, therefore, he cannot show a probable right to relief on any breach of contract claim related to purported Board statements.

The Petition cites a purported violation of "Section 11 of the Employment Contract" based on alleged "public statements" made that are harmful to Dr. Arredondo's "reputation or career." *See* Pet., p. 10. There is no Section 11 in Dr. Arredondo's Employment Contract. Earlier in the Petition, Dr. Arredondo cites Sections 7.2 and 7.3 of his Employment Contract and asserts that these provisions

prohibit the Board from making "any public statements that are disparaging or detrimental" to his "reputation or career." *Id.*, p. 5. A careful review of Dr. Arredondo's Employment Contract reveals that nothing in Sections 7.2 or 7.3 includes such a prohibition. *See* **Exhibit D**, pp. 5–6, ¶¶ 7.2–7.3.

Section 7 of Dr. Arredondo's Employment Contract addresses "Annual Performance Goals & Evaluation. *Id.*, p. 5. This Section relates to the Texas Education Code and Board policy requirements that obligate the Board to appraise the Superintendent annually. *See* TEX. EDUC. CODE §§ 11.1513(a)(1), 21.354(c), 39.307(3)(C); 19 TEX. ADMIN. CODE § 150.1031(b)–(c); *see also* **Exhibit R**, Board policy BJCD (Local); **Exhibit S**, Board legally-referenced policy BJCD (Legal).[18] And Sections 7.2 and 7.3 address only this annual statutory appraisal and evaluation process.

> year.
>
> 7.2. *Evaluation.* The Board shall evaluate and assess the performance of the Superintendent in writing at least once each year by the end of January during the term of this Contract, and at such other times as the Board deems necessary or appropriate. Unless the Superintendent expressly requests otherwise in writing, the Board's evaluation and assessment of the

[18] The District asks the Court to take judicial notice of its Board policy BJCD (Local) and its legally-referenced policy BJCD (Legal) under Texas Rule of Evidence 201.

Superintendent's performance shall occur during closed session of a duly called Board meeting and shall be considered confidential to the extent allowed by law. Nothing herein shall prohibit the Board or Superintendent from disclosing the content of the Superintendent's evaluation to their respective legal counsel. The evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law and shall be related to the duties of the Superintendent as prescribed by law, Board policies, the Superintendent's job description, and as outlined herein, and shall be based on the District's progress towards accomplishing the District Goals. The Board shall provide the Superintendent with a copy of the written evaluation. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board shall meet with the Superintendent to discuss the evaluation within a reasonable time after it is delivered to the Superintendent. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. The evaluation shall be confidential to the extent permitted by law. If the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

2.3 *Confidentiality* The evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel, used in a termination or nonrenewal proceeding or in legal proceedings filed by the Superintendent.

See **Exhibit D**, pp. 5–6. Despite Dr. Arredondo's assertions that these contractual provisions prohibit the Board members from speaking more generally about the Superintendent's performance, they do nothing of the sort.

Dr. Arredondo has not identified—and cannot identify—any provision of his Employment Contract that would prohibit Board members from making any public statements, other than sharing his annual written evaluation or appraisal, outside of closed session. As a result, he cannot show a probable right of relief on a breach of contract claim related to any purported public statements made by the Board.

2. Dr. Arredondo lacks standing and his breach of contract claim is not ripe for adjudication to confer jurisdiction on this Court or show a probable right to relief for breach of contract.

As discussed *supra*, the only contractual provision that is actually at issue in this case, is Section 9.4 regarding "Termination for Good Cause." *See* **Exhibit D**, p. 8, ¶ 9.4. It is indisputable, however, that the Board has not voted to terminate Dr. Arredondo's Employment Contract. The Board has not even voted to *propose* termination of his Employment Contract. As such, Dr. Arredondo lacks standing to assert his breach of contract claim and his breach of contract claim is not ripe for adjudication. *See* Amended Plea to the Jurisdiction, pp. 6–14.

Lack of standing deprives the Court of subject matter jurisdiction. *See McLane Champions, LLC v. Hous. Baseball Partners LLC*, 671 S.W.3d 907, 912 (Tex. 2023) ("standing is a threshold jurisdictional issue that 'is essential to a court's power to decide a case,'" thus courts address the issue of standing before the substance of a claim or motion); *DaimlerChrysler Corp. v. Inman*, 252 S.W.3d 299, 304 (Tex. 2008) (if a plaintiff lacks standing to assert their claim, a "court has no jurisdiction over [the] claim."); *Jones v. Stinson*, No. 05-22-01098-CV, 2023 WL 8946172, at * 3 (Tex. App.—Dallas, Dec. 28, 2023, no pet.) ("Standing is a constitutional prerequisite to maintaining suit" and "a component to subject matter jurisdiction"). Similarly, whether a claim is ripe for adjudication is jurisdictional. When a claim is not ripe, the court lacks subject-matter jurisdiction. *See, e.g., Waco Indep. Sch. Dist. v. Gibson*, 22 S.W.3d 849, 851 (Tex. 2000) (standing and ripeness are components of subject-matter jurisdiction); *City of Terrell v. Edmonds*, No. 05-19-01248-CV, No. 05-19-0318-CV, 2020 WL 5361978, at *4–5 (Tex. App.—Dallas, pet. denied) (citing *Patterson v.*

Planned Parenthood of Hous. & Se. Tex.,. Inc., 971 S.W.2d 439, 442 (Tex. 1998) ("The doctrines of ripeness and standing are threshold issues implicating subject-matter jurisdiction."). Accordingly, Dr. Arredondo must show that he has standing, and his claims are ripe for adjudication for this Court to have subject-matter jurisdiction and to enable him to show a probable right to relief on his breach of contract claim.

Here, it is speculative that the Board will vote to *propose* his termination. And it is entirely theoretical that *if* the Board votes to propose termination, the Board will not provide Dr. Arredondo the written reasons for its decision to propose termination required by his Employment Contract and state law. Dr. Arredondo, therefore, lacks standing to assert any breach of contract claim regarding the lack of written notice regarding a future, potential proposed termination regarding facts or events that may never happen. *See id.*, p. 8. And any claim regarding the contingent or remote possibility that he will not receive written notice is not ripe for adjudication. Any opinion by the Court would constitute an impermissible advisory opinion because there is no concrete injury to plead a breach of contract claim. *See Sw. Elec. Power Co. v. Lynch*, 595 S.W.3d 678, 683–84 (Tex. 2020).

Dr. Arredondo's breach of contract claim regarding a potential future termination also inherently speculates that an independent hearing examiner will find the Board had good cause to propose termination and recommend that the Board terminate his contract. Dr. Arredondo's claim further hinges on the speculation that the Board's final vote, after hearing, will be to terminate his contract. Let there be no confusion: until that final vote, Dr. Arredondo remains on paid administrative leave

with full pay and benefits. And it is not until that final vote that Dr. Arredondo's employment is terminated. As such, Dr. Arredondo lacks standing and his breach of contract claim is not ripe for adjudication.

Moreover, until Dr. Arredondo completes the prescribed process related to potential proposed terminations or termination decisions, any due process claim—necessarily tied to the process he received—also fails under the ripeness doctrine.

3. The Commissioner of Education has exclusive jurisdiction over Dr. Arredondo's breach of contract claim, and this Court lacks jurisdiction because Dr. Arredondo has not exhausted administrative remedies under the Texas Education Code.

> *"For well over one hundred years, we have held that persons complaining about the 'management of the school system' or the administration of school laws' must exhaust their administrative remedies before courts can exercise jurisdiction."*
>
> *Clint Indep. Sch. Dist. v. Marquez*, 487 S.W.3d 538, 546 (Tex. 2016)

Texas educators are required to appeal issues related to their employment contracts, including proposed termination of those contracts, to the Commissioner of Education before filing suit in court. If they fail to do so, a trial court lacks subject-matter jurisdiction over the educator's breach of contract claim because they failed to exhaust required administrative remedies.

a. The Legislature has conferred the Commissioner with exclusive jurisdiction over issues involving the school laws of the state, a breach of an employment agreement, or the nonrenewal or termination of an educator's Chapter 21 contract.

"When the Legislature creates an administrative agency, it may grant the agency authority to resolve disputes that arise within the agency's regulatory arena."

Marquez, 487 S.W.3d at 544 (citing *City of Hous. v. Rhule*, 417 S.W.3d 440, 442 (Tex. 2013)). The Texas Supreme Court holds that when the Legislature "expressly or impliedly grants an agency sole authority to make an initial determination in such disputes, the agency has excusive jurisdiction, and a party 'must exhaust its administrative remedies before seeking recourse through judicial review.'" *Id.*; *see also Subaru of Am, Inc. v. David McDavid Nissan, Inc.*, 84 S.W.3d 212, 221 (Tex. 2002). If a party fails to exhaust administrative remedies before filing suit, the court lacks jurisdiction and must dismiss the case. *Marquez*, 487 S.W.3d at 544.[19] The administrative exhaustion requirement "does not deprive parties of their legal rights," it ensures that the agency with the requisite expertise in the area of law at issue addresses complaints first "and exercise[s] its discretion to resolve the issue and to develop a complete factual record if the courts later get involved." *Id.* (citation omitted).

Section 7.057(a) of the Texas Education Code states that: "a person may appeal in writing to the commissioner if the person is aggrieved by: (1) the school laws of this state; or (2) actions or decisions of any school district board of trustees that violate: (A) the school laws of this state; or (B) a provision of a written employment contract

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[19] In addition, in 2005, the Texas Legislature amended Texas Government Code § 311.034 to explicitly provide that "[s]tatutory prerequisites to suit . . . are jurisdictional requirements in all suits against a governmental entity." *See* TEX. GOV'T CODE § 311.034. The Texas Supreme Court has stated that "[t]his amendment evinces the Legislature's intent that all statutory prerequisites are now jurisdictional requirements as to governmental entities and are properly asserted in a plea to the jurisdiction." *Prairie View A&M Univ. v. Chatha*, 381 S.W.3d 500, 511–15 (Tex. 2012) (citing *Univ. of Tex. Sw. Med. Ctr. at Dall. v. Estate of Arancibia*, 324 S.W.3d 544, 546 (Tex. 2010) (analyzing Section 311.034 and holding the TCHRA's requirement to file an administrative compliant within 180 days is a statutory prerequisite to suit, and failure to comply denies the court of subject-matter jurisdiction)). Failure to exhaust administrative remedies is a jurisdictional prerequisite to suit that falls within Section 311.034.

between the school district and a school district employee if a violation causes or would cause monetary harm to the employee." TEX. EDUC. CODE § 7.057(a). The Texas Supreme Court interprets the statutory language in Section 7.057(a) that "a person may appeal" to mandate that "a person who *chooses* to appeal first seek relief through the administrative process." *Marquez*, 487 S.W.3d at 545 (emphasis in original) (citing *Grounds v. Tolar Indep. Sch. Dist.*, 707 S.W.2d 889, 892–93 (Tex. 1986)). The Texas Supreme Court has stated that "[t]he decision to appeal is optional, but the place of trial is jurisdictional." *Id.* (quoting *Grounds*, 707 S.W.3d at 892–93).

The Commissioner of Education has exclusive jurisdiction over complaints that fall under section 7.057(a). *See* TEX. EDUC. CODE § 7.057(a)(2)(B); *McIntyre v. El Paso Indep. Sch. Dist.*, 499 S.W.3d 820, 823 (Tex. 2016) ("The Legislature has granted the Texas Commissioner of Education exclusive authority to resolve certain disputes."); *see also Hous. Indep. Sch. Dist. v. Rose*, No. 01-13-00018-CV, 2013 WL 3354724, at *3 (Tex. App.—Houston [1st Dist.] 2013, no pet.); *Ollie*, 383 S.W.3d at 792. "[W]hen claims are predicated on a matter within the Commissioner's exclusive jurisdiction, exhaustion is required." *McIntyre*, 499 S.W.3d at 823.

Beyond Section 7.057, the Legislature has adopted a robust and expansive administrative process to address a school district's suspension *without pay*, non-renewal, or termination of an educator contract. *See* TEX. EDUC. CODE §§ 21.251–.260; 21.301–.307; *see also O'Neal v. Ector Cnty. Indep. Sch. Dist.*, 251 S.W.3d 50, 51–52 (Tex. 2008). "Chapter 21 of the Education Code provides an administrative procedure that allows a school district employee under a term contract to seek *judicial review* of

an averse employment action." *Beaumont Indep. Sch. Dist. v. Guillory*, No. 09-15-00531-CV, 2016 WL 2766078, at *7 (Tex. App.—Beaumont May 12, 2016, no pet.) (citing *Rose*, 2013 WL 3354724, at *3).[20] A trial court lacks subject-matter jurisdiction over a breach of contract claim based on the nonrenewal or termination of a Chapter 21 educator contract if the employee has not first exhausted the required administrative remedies afforded under Chapter 21. *See Thomas v. Beaumont Indep. Sch. Dist.*, 627 F. App'x 332, 334–35 (5th Cir. 2015) (affirming dismissal of educator's contract nonrenewal claim for failure to exhaust as required by Chapter 21); *Gallien v. Hous. Indep. Sch. Dist.*, No. 01-10-00485-CV, 2011 WL 2652168, at *3–4, 8 (Tex. App.—Houston [1st Dist.] July 7, 2011, pet. denied) (affirming summary judgment for lack of subject-matter jurisdiction over educator's breach of contract claim for failure to exhaust administrative remedies because she did not file a Chapter 21 appeal with the Commissioner).

"Until the Commissioner of Education issues a final ruling with respect to a claim for breach of an employment contract, a plaintiff is deemed not to have exhausted [his] administrative remedies and may not bring an independent breach of contract action" in court. *McMurry v. Midland Indep. Sch. Dist.*, No. 20-CV-00242-DC, 2021 WL 12285893, at *12 (W.D. Tex. Sept. 14, 2021) (quoting *Garcia v. Corpus Christi Indep. Sch. Dist.*, 866 F. Supp. 2d 646, 660 (S.D. Tex. 2011) (citations omitted)).

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[20] The Dallas Court of Appeals has also noted that the nonrenewal or termination or breach of a school district employee's contract involves the "school laws of this state." *Cedar Hill Indep. Sch. Dist. v. Gore*, No. 05-16-00460-CV, 2017 WL 2981970, at *3 (Tex. App.—Dallas July 13, 2017, pet. denied).

b. Dr. Arredondo's arguments that exhaustion is not required are contrary to well-established law.

Dr. Arredondo claims that he is not required to exhaust administrative remedies before bringing his breach of contract claim in this Court. His assertion is belied by the case law. The Texas Supreme Court in *McIntyre* explained when exhaustion is *not* required as follows: "[I]f claims do not challenge the school laws themselves ***and*** neither assert nor depend on violations of the school laws ***or an employment contract***, then exhaustion is not required." *Id.* (emphasis added). Here, Dr. Arredondo's Petition asserts an alleged violation of his employment contract, and his breach of contract claim depends on an alleged violation of his employment contract. As a result, under the binding precedent of the Texas Supreme Court, he is required to exhaust administrative remedies before bringing suit in this Court. *Id.*; *see also Canutillo Indep. Sch. Dist. v. Farran*, 409 S.W.3d 653, 657 (Tex. 2013); *O'Neal*, 251 S.W.3d at 52; *Nutall*, 2024 WL 3022800 at *6–8; *San Benito Consol. Indep. Sch. Dist. v. Leal*, No. 13-20-00569-CV, 2022 WL 243725, at *5–6 (Tex. App.—Corpus Christi Jan. 27, 2022, no pet.).[21]

Dr. Arredondo relies on a single opinion from the United States District Court for the Western District of Texas in an effort to show he was not required to exhaust administrative remedies before asserting his breach of contract claim in this Court:

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[21] *See also Gore v. Cedar Hill Indep. Sch. Dist.*, No. 3:15-cv-3963-M-BN, 2016 WL 4597513, at *15 (N.D. Tex. July 26, 2016); *Garcia v. Corpus Christi Indep. Sch. Dist.*, 866 F.Supp.2d 646, 660 (S.D. Tex. 2011); *Rascon v. Austin Indep. Sch. Dist.*, No. A-05-CA-1072 LY, 2006 WL 2045733, *5 (W. D. Tex. July 18, 2006); *Cross Roads Indep. Sch. Dist. v. Carnes*, No. 12-13-00069-CV, 2013 WL 3270862, at *2 (Tex. App.—Tyler June 25, 2013, no pet.) (reversing trial court's denial of plea to jurisdiction and rendering judgment for school district because plaintiff employee did not exhaust administrative remedies with Commissioner for breach of contract claim).

Arredondo v. San Felipe Del Rio Consolidated Independent School District, No. DR-22-CV-0054-AM-JAC, 2024 WL 4004978 (W.D. Tex. June 20, 2024). This case is not binding or persuasive authority. It is an outlier—even within the Western District of Texas.[22] And the court's analysis is directly contrary to binding Texas Supreme Court authority in *Marquez* and *McIntyre*. Moreover, the plaintiff in that case—the Chief Financial Officer—did not have a Chapter 21 contract and did not have the statutory due process afforded under Chapter 21. *See Arredondo v. San Felipe Del Rio Consolidated Independent School District*, No. DR-22-CV-0054-AM-JAC,2023 WL 11915630, at *1 (W.D. Tex. Sept. 27, 2023). And the plaintiff had already been terminated. *Id.* Furthermore, unlike under state law, the failure to exhaust under federal law was considered an affirmative defense, not a jurisdictional prerequisite to suit. *Id.*, at *3. Thus, this case—albeit wrongly decided—is different under the facts and the law and provides no authority to disregard well-settled Texas law that an educator must exhaust administrative remedies regarding a breach of contract claim before filing suit.

c. Dr. Arredondo cannot show an exception to the rule of exhaustion and the Dallas Court of Appeals has already ruled that the oft-cited exceptions do not apply in these circumstances.

Dr. Arredondo has not asserted that any exception to the general rule of exhaustion applies in his case. Grand Prairie ISD anticipates that he will rely on purported irreparable harm and his request for injunctive relief. But the Dallas Court

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[22] *See, e.g., McMurry*, 2021 WL 12285893, at *12; *Rascon* 2006 WL 2045733, at *5.

of Appeals has already twice rejected similar assertions. For example, in *Nelson v. City of Dallas*, a case virtually identical to the circumstances here, police officers sought injunctive relief from Judge Cortez to stop disciplinary proceedings and investigations under the City of Dallas's administrative process for discipline under its Charter. 278 S.W.3d 90, 93–94 (Tex. App.—2009, pet. denied). The trial court granted a plea to the jurisdiction and abated the case in order for the officers to exhaust their administrative remedies under the Charter. *Nelson*, 278 S.W.3d at 93–94. The Dallas Court of Appeals held that the City of Dallas had primary or exclusive jurisdiction over the disciplinary action and case and the trial court was correct to abate the case until the officers exhausted their administrative remedies. *Id.* at 98.[23] The officers claimed they would suffer irreparable harm if required to exhaust administrative remedies. *Id.* at 97. The Court noted, however, that the injury the officers assert was reputational damage and loss of future income and benefits, which can be compensated for by money damages. *Id.*[24] The Court also reasoned that "these

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[23] The Court in *Nelson* evaluated the doctrines of primary and exclusive jurisdiction. Primary jurisdiction dictates that trial courts should defer to appropriate administrative agencies when "(1) the agency is staffed with experts trained in handling complex problems within the agency's purview, and (2) great benefit is derived from the agency's uniform interpretation of laws within its purview and the agency's rules and regulations when courts and juries might reach differing results under similar fact situations." *Nelson*, 278 S.W.3d at 94. Under the exclusive jurisdiction doctrine, "the legislature is considered to have granted an administrative agency the sole authority to make an initial determination in a dispute" and "a pervasive regulatory scheme indicates the legislature intended the regulatory process to be 'the exclusive means of remedying the problem to which the regulation is addressed.'" *Id.* Under either primary or exclusive jurisdiction, a "trial court should await the exhaustion of administrative remedies before proceeding, if at all." *Id.*

[24] *See also Harlandale Indep. Sch. Dist. v. Rodriguez*, 121 S.W.3d 88, 94 n.9 (Tex. App.–San Antonio 2003, no pet.) (evaluating a teacher's reputational harm claim and noting that the teacher suffered no more loss of reputation than does any teacher wrongfully demoted or improperly terminated and that "[i]f such wrongs are exceptions to the requirement for administrative review, the exceptions would overwhelm the rule.").

possible damages would result from the discipline, if any, imposed ..., not from the administrative process itself." *Id.*

The same is true here. Dr. Arredondo's alleged reputational and other damages can be compensated for by money damages, and there is no fear that Grand Prairie ISD will be insolvent. And the Texas Education Code's administrative process itself will not cause Dr. Arredondo any damages.

Similarly, in *Dotson v. Grand Prairie Independent School District*, a middle school teacher filed suit alleging the school district breached his employment contract by not compensating him for work in an after-school detention program and retaliated against him for filing a grievance. 161 S.W.3d 289, 291 (Tex. App.—Dallas 2005, no pet.). The plaintiff also requested injunctive relief to prevent the school district from reassigning him to another campus. *Id.* The school district filed a plea to the jurisdiction, which the trial court granted, arguing that the teacher had not exhausted administrative remedies because he did not appeal his claims to the Commissioner of Education. *Id.*

The teacher argued that exhaustion was not required because the Commissioner did not have power to grant injunctive relief to ensure he was not reassigned to another school and that he would be irreparably harmed. *Id.* at 292. The Court rejected these assertions. The Court in *Dotson* stated that "[t]he fact that the Commissioner did not have the authority to grant Dotson's request for injunctive relief is not sufficient, by itself, [ ] to place Dotson's claims under the irreparable harm exception." *Id.* The Court noted that the Commissioner of Education can reverse a

school board's decision, award back-pay, and reinstate a teacher to his former position. *Id.* As a result, the Court stated: "In general, a teacher's claims of discrimination and breach of contract against a school district do not involve irreparable harm such that the aggrieved party may bypass these administrative remedies." *Id.*

C. Dr. Arredondo cannot show a probable right to relief on any due course of law claim under the Texas Constitution because the Court lacks jurisdiction over these claims, and he does not have evidence to support essential elements of the claims.

1. There is no private right of action for damages under the Texas Constitution.

There is no private right of action for damages under the Texas Constitution. *See City of Beaumont v. Bouillion*, 896 S.W.2d 143, 148–49 (Tex. 1995); *City of Garland v. Jordan*, No. 05-21-00377-CV, 2022 WL 1498121, at *5 (Tex. App.—Dallas May 12, 2022, no pet.); *Brown v. Daniels*, No. 05-20-00579-CV, 2021 WL 1997060, at *9 (Tex. App.—Dallas May 19, 2021, no pet.). The Court, therefore, lacks jurisdiction over any claim for damages Dr. Arredondo asserts under the Texas Constitution. *City of Dall. v. PDT Holdings Inc.*, No. 05-1-00018-CV, 2021 WL 3733059, at *5 (Tex. App.—Dallas Aug. 24, 2021, no pet.) (holding trial court erred by denying plea to jurisdiction as to any claim for money damages under the Texas Constitution, specifically the due-course-of-law provision of the Texas Bill of Rights).

2. Dr. Arredondo does not have a viable due process claim based on a purported violation of any property interest.

The Petition accurately states that Dr. Arredondo has a property interest in continued employment. *See* Pet., p. 10. Dr. Arredondo alleges that "[t]he Board's

decision to place [him] on administrative leave and to terminate his contract for cause . . . deprived [him] of his property . . . interests without due process" in violation of the Texas Constitution. *Id.*, p. 11. Despite his assertions, the District has not terminated Dr. Arredondo's employment, no property interest has been violated, and Dr. Arredondo has received and will receive all due process the Texas Constitution requires.

Article I, section 19 of the Texas Constitution provides that "[n]o citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disenfranchised, except by the due course of the law of the law." Tex. Cons. art. I, § 19.[25] Courts engage in a two-step inquiry to determine whether governmental action violates due course of law. Courts first evaluate whether the plaintiff has "a liberty, property, or other enumerated interest that is entitled to protection." *Villarreal*, 620 S.W.3d at 905. If so, courts examine whether the government followed due course of law in depriving the plaintiff of that interest.

It is well-settled that a Texas educator, including a superintendent, has a property interest in continued employment and "the economic fruits" of that employment. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577 (1972); *Jett v. Dall. Indep. Sch. Dist.*, 798 F.2d 748, 768 & n.3 (5th Cir. 1986), *aff'd in part, remanded in part on other grounds*, 491 U.S. 701 (1989). But that does not extend to other

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[25] This language in the Texas Constitution is similar to the due process clause of the Fourteenth Amendment to the United States Constitution. Texas Supreme Court has consistently held that "[a]lthough not bound by federal due process jurisprudence . . ., we consider federal interpretations of procedural due process to be persuasive authority in applying our due course of law guarantee." *Tex. S. Univ. v. Villarreal*, 620 S.W.3d 899, 905 (Tex. 2021) (quoting *Univ. of Tex. Med. Sch. at Hous. v. Than*, 901 S.W.2d 926, 929 (Tex. 1995)).

interests, because property interests "are created and their dimensions are defined by existing rules or understandings that stem from an independent source such as state law" or contract. *Roth*, 408 U.S. at 577. "[B]ecause the Constitution does not create or define property interests, none exist unless created by an independent source." *Casper v. Tex. Woman's Univ.*, No. 02-22-00345-CV, 2023 WL 5617129, at *6 (Tex. App.—Fort Worth Aug. 31, 2023, no pet.) (citing *Roth*, 408 U.S. at 577). Texas courts have repeatedly held that property rights are not "implicated simply because a public employee is suspended, reassigned, or place on leave." *Casper*, 2023 WL 5617129, at *6 (citing *Lollar v. Baker*, 196 F.3d 603, 608 (5th Cir. 1999)).

The Board's placement of Dr. Arredondo on paid administrative leave does not show a deprivation of a protected property interest. *See Davis v. Dall. Indep. Sch. Dist.*, 448 F. App'x 485, 495 (5th Cir. 2011); *Brokaw*, 2008 WL 4191512, at * 8; *Thomas v. City of DeSoto, Tex.*, No. 3:02-CV-0480-N, 2002 WL 31039714, n.4 (N.D. Tex. Sept. 9, 2002) ("The court has uncovered a plethora of cases holding that a property interest does not arise from a public employee's suspension with pay") (collecting cases); (*Richards v. City of Weatherford*, 145 F.Supp.2d 786, 790–91 (N.D. Tex. 2001); *Casper*, 2023 WL 5617129, at *6; *see also supra*, p. 25 (discussing *Loudermill*).

Dr. Arredondo, likewise, does not have a protected property interest in a personnel investigation or particular type of personnel investigation. *Davis*, 448 F. App'x at 495–96; *see also Yoon v. Garg*, No. 23-20519, 2024 WL 2861855, at *3–4 (5th Cir. June 6, 2024) ("Yoon may take issue with the process he received, but identifying

a property right must come first."). And a right to an investigation does not create a property right. *Stem v. Gomez*, 813 F.3d 205, 213 (5th Cir. 2016).

Accordingly, the only protected property interest Dr. Arredondo has is a right to continued employment. That right has not been infringed: the District has not terminated his employment or even *proposed* his termination. *See Yoon*, 2024 WL 2861855, at *4. Even if Dr. Arredondo could show the infringement of a property interest, he cannot show that the process he has received, or will receive, is constitutionally insufficient.

"[D]ue process typically involves a pre-deprivation hearing." *Willmon v. Daniel*, No. 3:05-CV-1391-M, 2007 WL 518555, at *3 (N.D. Tex. Feb. 20, 2007). This is an opportunity to be heard "at a meaningful time and in a meaningful manner." *Id.* Dr. Arredondo was provided notice of the complaints and the nature of the complaints at the August 15, 2024 Board Meeting. He was generally advised of the reason for his placement on paid administrative leave. He was interviewed for 2.5 hours in an internal investigation. After receiving the DIA Investigation Report/Summary and complaints, Dr. Arredondo was provided notice and an opportunity to speak to the Board during closed session at an October 29, 2024 Board Meeting. The District has also scheduled a hearing on Dr. Arredondo's October 9 Grievance at the November 14, 2024 Board Meeting. *See* **Exhibit L.** All of this process is before the Board ever voted even to *propose* termination.

And Dr. Arredondo will be provided with even further opportunity to be heard *if* the District proposes termination, and he invokes the Chapter 21 hearing process.

See supra, pp. 15–17; *Kell*, 465 S.W.3d at 387. It is this process under Chapter 21 that is the pre-deprivation and pre-termination notice and opportunity to be heard that is required under the case law—not what occurred before the Board even proposed termination. Texas courts have repeatedly held that the Chapter 21 procedures meet—and even exceed—the constitutional requirements of due process. *Normore*, 677 F.Supp.3d at 522–24; *Aleman v. Edcouch Elsa Indep. Sch. Dist.*, 982 F. Supp. 2d 729, 736 (S.D. Tex. 2013); *see also Rodriguez v Ysleta Indep. Sch. Dist.*, No. EP-05-CV-0112-FM, 2006 WL 1544604, at *6 (W.D. Tex. May 30, 2006), *aff'd*, 217 F. App'x 294 (5th Cir. 2007).[26]

Because Dr. Arredondo cannot show that the District has deprived him of any protected property interest at this time, he cannot establish a probable right to relief—or even state a facially valid claim to establish jurisdiction—regarding any due course of law claim based on a property interest. Moreover, Dr. Arredondo has received all process constitutionally due to him at this time. And *if* the Board votes to propose his termination, he will receive notice and an opportunity to be heard through the Chapter 21 process before any termination decision is made.

3. Dr. Arredondo cannot show a probable right to relief on his due process claim based on a liberty interest.

"A public employer may unconstitutionally deprive its employee of a liberty interest if it discharges him under stigmatizing circumstances without giving the employee an opportunity to clear his name." *Caleb v. Carranza*, 518 S.W.3d 537, 545

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[26] *See also Hernandez v. Kingsville Indep. Sch. Dist.*, No. 2:13-CV-54, 2013 WL 5774864, at *14 (S.D. Tex. Oct. 24, 2013); *Gore v. Cedar Hill Indep. Sch. Dist.*, No. 3:15-CV-3963-M-BN, 2016 WL 4597513, at *12 (N.D. Tex. July 26, 2016), *adopted by Gore v. Cedar Hill Indep. Sch. Dist.*, 2016 WL 4593515 (N.D. Tex. Sept. 2, 2016).

(Tex. App.—Houston [1st Dist.] 2017, no pet.) (citing *Arrington v. Cnty. of Dall.*, 970 F.2d 1441, 1447 (5th Cir. 1992)). The plaintiff must show that the public employer "imposed a stigma connected to its denial of a right or status previously recognized by state law." *Casper v. Woman's Univ.*, No. 02-22-00345-CV, 2023 WL 5617129, at *8 (Tex. App.—Fort Worth Aug. 31, 2023, pet. denied) (citing *Wells v. Hico Indep. Sch. Dist.*, 736 F.2d 243, 256 (5th Cir. 1984); *Rickert v. Meade*, No. 06-20-00002-CV, 2020 WL 4354946, at *2 (Tex. App.—Texarkana July 30, 2020, no pet.)). This is known as the stigma plus test. To state a claim for deprivation of a liberty interest, a plaintiff must show that: (1) he was discharged; (2) stigmatizing charges were made against him in connection with the discharge; (3) the charges were false; (4) he was not provided notice or an opportunity to be heard prior to his discharge; (5) the charges were made public; (6) he requested a hearing to clear his name; and (7) the employer refused his request for a hearing. *Hughes v. City of Garland*, 204 F.3d 223, 226 (5th Cir. 2000); *see Town of Shady Shores v. Swanson*, 544 S.W.3d 426, 441 (Tex. App.—Fort Worth 2018), *rev'd in part on other grounds*, 590 S.W.3d 544, 553 (Tex. 2019).

If a plaintiff can show the infringement of a protected liberty interest, the process due is "merely a hearing providing a public forum or opportunity to clear one's name, not actual review of the decision to discharge the employee." *Hughes*, 204 F.3d at 226.[27] The District does not dispute that Dr. Arredondo is an employee of a public employer; however, Dr. Arredondo cannot show any of the remaining elements to

[27] *See Chilingirian v. Boris*, 882 F.2d 200, 206 (6th Cir. 1989) ("[A] name-clearing hearing need only provide an opportunity to clear one's name and need not comply with formal procedures to be valid."); *Baden v. Koch*, 799 F.2d 825, 832–33 (2d Cir. 1986) (finding no formal hearing required).

state a facially valid claim to establish this Court's jurisdiction, much less to show a probable right to relief on this claim.

Because Dr. Arredondo has not been discharged, he cannot meet the threshold element of a liberty interest claim. *Moore v. Otero*, 557 F.2d 435, 438 (5th Cir. 1977) (finding "retention of employment negates [plaintiff's] claim that he was denied a 'liberty'"); *Richards v. City of Weatherford,* 145 F. Supp. 2d 786, 792 (N.D. Tex. 2001), *aff'd,* 275 F.3d 46 (5th Cir. 2001)); *see Trostle v. Combs*, 104 S.W.3d 206, 212 (Tex. 2003) (finding no deprivation of liberty interest where employee was demoted, but not terminated).[28] Dr. Arredondo continues to hold his position as Superintendent while on paid administrative leave. Dr. Arredondo has not lost his employment, nor is it certain that his employment will be proposed for termination, much less that it will be terminated because of Dr. Arredondo's entitlement to a Chapter 21 hearing. Therefore, Dr. Arredondo cannot even state a liberty interest claim, much less establish a probable right to relief on such a claim.

Dr. Arredondo also cannot show that stigmatizing charges were made against him in connection with discharge. "A party does not have a liberty interest in his reputation ... unless he can establish that the governmental employer's charges against him rise to such a level that they create a 'badge of infamy' which destroys the claimant's ability to take advantage of other employment opportunities." *Evans v. City of Dall.*, 861 F.2d 846, 851 (5th Cir. 1988); *see Hughes*, 204 F.3d at 226; *Phelan*

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[28] *See David v. Assumption Parish Police Jury*, No. Civ. A.02-765, 2003 WL 57039, at *7 (E.D. La. Jan. 6, 2003) ("If he was not discharged, he cannot meet the first element of his [liberty interest] claim.") (citing *Austin v. Belton,* No. 3:01-CV-0421-P, 2002 WL 87345, at *7 (N.D. Tex. Jan. 16, 2002).

v. Tex. Tech Univ., No. 07-07-0171-CV, 2008 WL 190741, at *10 (Tex. App.—Amarillo Jan. 23, 2008, pet. denied) (mem. op.) ("[A] liberty interest is affected only when a plaintiff is terminated for reasons which were false, stigmatizing, and published, such that his standing in the community is seriously damaged or stigmatized to the extent he cannot seek or obtain other employment."). Examples of stigmatizing charges include "dismissals for dishonesty or for having committed a serious felony"[29] or charges involving "moral stigma such as immorality."[30] A plaintiff is not deprived of a "liberty interest when the employer has alleged merely improper or inadequate performance, incompetence, neglect of duty or malfeasance." *Austen v. Weatherford Coll. of Parker Cnty. Junior Coll. Dist.*, No. 4:11-CV-536-A, 2012 WL 3223664, at *12 (N.D. Tex. Aug. 8, 2012). For example, "[a] simple suspension and dismissal does not constitute a stigma that rises to a violation of due process under the Constitution." *See Amedee v. Litchfield*, 673 F. Supp. 783, 785 (M.D. La. 1987).

The Board's only statement in connection with the investigation and Dr. Arredondo's employment was that he violated DIA policy. No further details were publicized. There is no moral stigma or violation of law associated with the statement. The allegations in this matter are not the type of stigmatizing charges that implicate a liberty interest. At most, the Board's charge indicates that Dr. Arredondo acted inadequately in the performance of his duties by violating a District policy. This is

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[29] *City of Fort Worth v. Fitzgerald*, No. 05-22-00327-CV, 2023 WL 1813525, at *4 (Tex. App.—Dallas Feb. 8, 2023, no pet.) (citing *White v. Thomas*, 660 F.2d 680, 684–85 (5th Cir. 1981)).

[30] *Felder v. Hobby*, No. H-98-0017, 1998 WL 35280559, at *3 (S.D. Tex. Nov. 2, 1998); *see e.g., Fitzgerald*, 2023 WL 1813525, at *4 (citing *Dennis v. S & S Consolidated Rural High Sch. Dist.*, 577 F.2d 338, 341–43 (5th Cir. 1978)) (finding stigmatizing a "public charge that a teacher had a drinking problem").

not the type of 'badge of infamy' which destroys a plaintiff's ability to take advantage of other employment opportunities. *See Fitzgerald*, 2023 WL 1813525, at *6 ("A general discharge, for reasons not involving allegations of criminal misconduct, insubordination, or untruthfulness, would not have been so stigmatizing as to create a 'badge of infamy.'").

Dr. Arredondo also cannot assert that the charges made against him are false. "A necessary prerequisite to finding the deprivation of a liberty interest ... is that the publicized basis of the termination was false." *Cabrol v. Town of Youngsville*, 106 F.3d 101, 107 (5th Cir. 1997); *Phillips v. Vandygriff*, 711 F.2d 1217, 1221 (5th Cir. 1983).[31] There is simply no false statement by the Board in this case. The Board retained a third-party law firm to conduct an investigation, and the investigators concluded that Dr. Arredondo violated Board policy DIA. The public statement was, therefore, true. Dr. Arredondo appears to have an issue with the findings of the investigation, not with the accuracy of the statement made by the Board. *See Broughton v. Livingston Indep. Sch. Dist.*, No. 9:08–CV–175, 2010 WL 4453763, at *11 (E.D. Tex. Nov. 3, 2010) (finding plaintiff failed to establish a deprivation on a liberty interest because statement that the plaintiff was recommended for termination was not false); *Lindberg v. Bossier Parish Ambulance Serv. Dist.*, 402 F. App'x 898, 902 (5th Cir. 2010) (per curiam) ("'False' in this context does not mean that the stated reason for termination was pretextual. Rather, it means that the

[31] Where there is no allegation that a statement is false, a liberty interest claim is properly dismissed. *See Blackburn v. City of Marshall*, 42 F.3d 925, 936 (5th Cir. 1995); *Cabrol*, 106 F.3d at 107.

stated reason was factually incorrect."); *see also Jennings v. Owens*, 602 F.3d 652, 659 (5th Cir. 2010) (finding failure to allege a deprivation of liberty interest where parole board referred to plaintiff as sex offender was not false when it accurately reflected plaintiff's status and he had an opportunity to contest his status). Therefore, there is no allegation that the Board made a false statement.

Dr. Arredondo cannot meet the fourth element because he is being provided an opportunity to be heard prior to any termination—and even prior to any proposed termination. As set forth *supra*, pp. 43–44, "due process typically involves a pre-deprivation hearing," an opportunity to be heard "at a meaningful time and in a meaningful manner." *Willmon*, 2007 WL 518555, at *3. And Dr. Arredondo was provided notice and an opportunity to speak at the October 29, 2024 Board Meeting. The District has scheduled a November 14 hearing on Dr. Arredondo's October 9 Grievance. He will be provided with even further opportunity to be heard *if* the District proposes termination, and he invokes the Chapter 21 hearing process. *See supra*, pp. 15–17. Because the Board has not proposed the termination of Dr. Arredondo's contract, the Chapter 21 process has not been triggered. If the Board does vote to proposed termination, Dr. Arredondo will receive opportunity to be heard through the Chapter 21 process, both before an independent hearing examiner and, again, before the Board where he can select for the hearing to be held in open or closed session. Based on the foregoing, Dr. Arredondo cannot show that he was not provided notice and an opportunity to be heard.

Furthermore, Dr. Arredondo does not establish that all of the statements he complains of were publicized. To establish the publication element, a plaintiff must plead that there was disclosure of the reasons for his discharge that are "fairly attributable" to his employer. *Hughes*, 204 F.3d at 227. This disclosure must be voluntary and in an "intentional or official" manner to trigger any protected liberty interest. *Hughes*, 204 F.3d at 228; *Scott v. Cleveland City of Tex.*, No. 1:08CV774, 2010 WL 786013, at *11 (E.D. Tex. Mar. 1, 2010) (quoting *In re Selcraig*, 705 F.2d 789, 796 n.6 (5th Cir. 1983)). Generally, courts find sufficient pleading or evidence of publication in cases where there is an overt act of disclosure by the employer to the public at large. *See, e.g., In re Selcraig*, 705 F.2d at 792–93 (charges published to newspaper reporter); *Patterson v. Housing Auth. of Pearsall*, No. SA-05-CA-1155-XR, 2006 WL 2322887, at *8 (W.D. Tex. July 27, 2006) (stigmatizing statements made to media outlets); *Felder v. Hobby*, No. H-98-0017, 1998 WL 34280559, at *2–3 (S.D. Tex. Nov. 2, 1998) (defendant publicized stigmatizing statements to media). Inter-office communications made between employees of an employer are insufficient. *See Perry v. Houston Indep. Sch. Dist.*, 902 S.W.2d 544, 548–49 (Tex. App.—Houston [1st Dist.] 1995, no pet.).

Dr. Arredondo alleges that Grand Prairie ISD made false public statements that he created a hostile work environment, violated District policy, and engaged in discriminatory practices. However, the only statement made by the Board to the public was that Dr. Arredondo violated Board policy DIA. The public statement mentioned nothing about the specific allegations that formed the basis of the

investigation or what aspect of Board policy DIA was violated. Therefore, unsupported allegations that the District made false public statement regarding the creation of a hostile work environment or engagement in discriminatory practices are insufficient to show a probable right to relief on a liberty interest claim.

It is unclear whether Dr. Arredondo even contends that he has requested a hearing to clear his name. While an employee does need to use the words "name clearing hearing," "the employee must still petition the employer in a manner that can be construed as asking for an opportunity to clear his name." *Bledsoe v. City of Horn Lake, Miss.*, 449 F.3d 650, 653 (5th Cir. 2006). Failure to request a name-clearing hearing is fatal to a liberty interest claim. *See Gosey v. City of Forest Hill, Tex.*, No. 4:11-CV-047-A, 2011 WL 2883639, at *2 (N.D. Tex. July 15, 2011); *Broughton v. Livingston Indep. Sch. Dist.*, No. 9:08–CV–175, 2010 WL 4453763, at *13 (E.D. Tex. Nov. 3, 2010); *Vines v. City of Dallas, Tex.*, 851 F. Supp. 254, 258 (N.D. Tex. 1994); *Birdsong v. Griffith*, No. 09-93-239 CV, 1994 WL 544975, at *4 (Tex. App.—Beaumont Oct. 6, 1994, pet. denied). The District acknowledges that Dr. Arredondo filed the October 9 Grievance, but never mentioned a public opportunity to be heard. If he contends his October 9 Grievance was a request for a name-clearing hearing, the District does not dispute that this is sufficient to show this element. Grand Prairie ISD is not aware of any other request for a name-clearing hearing by Dr. Arredondo.

Assuming that Dr. Arredondo's October 9 Grievance is his request for a name-clearing hearing, he cannot show that the District denied that require. Failure to

assert a denial of a request for hearing is fatal to a liberty interest claim. *See Wells v. Dallas Indep. Sch. Dist.*, 576 F. Supp. 497, 510 (N.D. Tex. 1983); *Williams v. Conroe Indep. Sch. Dist.*, 809 S.W.2d 954, 959 (Tex. App.—Beaumont 1991, no pet.).[32] Here, the District scheduled a Level Three Hearing regarding Dr. Arredondo's October 9 Grievance before the Board at the upcoming November 14, 2024 Board Meeting. *See* **Exhibit L**. Courts suggest that a grievance hearing before a board is sufficient as a name clearing hearing. *See Clemmer v. Irving Indep. Sch. Dist.*, No. 3:13-CV-4997-D, 2014 WL 2475924, at *4 (N.D. Tex. June 3, 2014); *McKay v. Dallas Indep. Sch. Dist.*, No. 3:06-CV-2325-O, 2009 WL 530578, at *5 (N.D. Tex. Mar. 3, 2009); *Williams*, 809 S.W.2d at 959. In addition, Dr. Arredondo is also entitled to a hearing under Chapter 21 of the Texas Education Code if the Board votes to propose termination. Dr. Arredondo will have an opportunity for an evidentiary hearing before an independent hearing examiner and a subsequent hearing before the Board. Dr. Arredondo's liberty interest claim is, therefore, facially invalid because he does not plead and cannot show that Grand Prairie ISD denied any request for a name-clearing hearing.

Based on the foregoing, Dr. Arredondo cannot even show a viable and facially valid liberty interest claim to establish this Court's jurisdiction, much less show a probable right to relief on such claim to support entitlement to any temporary injunctive relief.

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[32] Courts dismiss liberty interest claims where a plaintiff has received the opportunity for a name-clearing hearing. *See Strother v. Columbia-Brazoria Indep. Sch. Dist.*, 32 F.3d 565, at *2 (5th Cir. 1994) (per curiam) (affirming dismissal of liberty interest claim because "the remedy for any violation of [plaintiff's] liberty interest was a name-clearing hearing, which she had received").

4. Dr. Arredondo lacks standing to assert his due course of law claims, and they are not ripe for adjudication.

As set forth in the District's Amended Plea to the Jurisdiction, pp. 7–14, Dr. Arredondo cannot even establish this Court's jurisdiction because he lacks standing to assert his due process claims and they are barred by the ripeness doctrine. Dr. Arredondo's due process claims are based on a speculative injury—that at some point in the future the Board may terminate his contract without due process. That is not enough so show a concrete injury required to establish standing. *See, e.g., Bauer v. Thaler*, No. CIV.A. 4:09-CV-504-Y, 2009 WL 43242033, at *3 (N.D. Tex. Dec. 2, 2009); *Cooper v. Owens*, 303 F. App'x 179, 180 (5th Cir. 2008). Dr. Arredondo's claim *assumes* that at some point in the future, the Board will vote to *propose* his termination. And he speculates that *if* he invokes the Chapter 21 process, that an independent hearing examiner will find good cause for his proposed termination and recommend termination to the Board. He further assumes that, based on that future and speculative recommendation, the Board will vote to terminate his employment. Moreover, before due process is even triggered, he *assumes* that the process afforded him through this process will be constitutionally deficient. Because this injury to a property interest without due process is entirely speculative at this point, Dr. Arredondo lacks standing to assert his claims.

Based on the foregoing, Dr. Arredondo does not have a concrete injury ripe for adjudication. Rather, *if* the Board votes to propose termination and *if* Arredondo invokes the process afforded him, and *if* the Board terminates him after that process, and *if* he believes that violates his due process rights, then a claim would be ripe for

adjudication. At bottom, Dr. Arredondo's due process claim will only be ripe for adjudication *after* completion of the Chapter 21 process.

5. The Court lacks jurisdiction because Dr. Arredondo has not exhausted administrative remedies for his due process claims.

As discussed *supra*, pp. 32–39, the Commissioner of Education has exclusive jurisdiction over claims alleging a violation of the school laws of the state, a breach of a written employment agreement, and the proposed nonrenewal or termination of an educator's Chapter 21 term contract. Dr. Arredondo attempts to overcome the need to exhaust administrative remedies by asserting claims under the Texas Constitution. But in *Marquez*, the Texas Supreme Court found that "[t]he nature of the [constitutional] claims, rather than the nomenclature, controls, and artful pleadings cannot circumvent statutory jurisdictional prerequisites." 487 S.W.3d at 547.

In *Marquez*, the parents alleged two causes of action, and both alleged only constitutional violations. *Id.* The Court reasoned, however, that "the petition as a whole reflects the true nature of the parents' complaint: that the district defies the Constitution's mandates *by violating the requirements of the Education Code*." *Id.* (emphasis added). The Court drew and approved two principles from the case law regarding the constitutional-claim exception to exhaustion:

> First, when a person complains that a school board's conduct or decision violates *only* the person's state or federal constitutional rights, and the conduct or decision does not violate the school laws of the state or an employment contract, section 7.057(a) neither authorizes nor requires the Commissioner to hear the appeal. *See* TEX. EDUC. CODE § 7.057(a). Under those circumstances, no "exception" to an exhaustion requirement is needed. But if the constitutional claim is "ancillary to and

> supportive of a complaint about the board's handling of an employment contract or application of school law," such that the true nature of the claim, although asserted as a constitutional violation, necessarily results from a violation of school laws or an employment contract, then section 7.057(a) authorizes and requires the Commissioner to hear the appeal first, unless another exception to the exhaustion requirement applies.

Marquez, 487 S.W.3d at 552–53.

Here, Dr. Arredondo affirmatively pleads that the Board's conduct violates his employment contract. And his due process claims are "ancillary to and supportive of a complaint about the board's handling of an employment contract or application of school law." At its core, this lawsuit is about Dr. Arredondo's employment contract and the process afforded educators under Texas Education Code Chapter 21—a school law of the state. Thus, under the Texas Supreme Court's binding precedent, he must first exhaust administrative remedies before filing suit in this Court.

The Texas Supreme Court's subsequent opinion in *McIntyre* lends further support to the proposition that the constitutional-claim exception does not apply here. In holding that exhaustion was not required for the plaintiffs in *McIntyre*, the Court stated: "The Legislature has not crafted administrative remedies for the McIntyres' claims." *McIntyre*, 499 S.W.3d at 828–29. Here, in contrast, the Legislature has crafted an entire administrative scheme—Texas Education Code Chapter 21, subchapters F & G—to address claims related to educator term contracts, like Dr. Arredondo's.

Regardless of the nomenclature Dr. Arredondo uses to plead his claims, at their core they relate to his employment contract, the rights derived from his employment contract, and the process prescribed by the Texas Legislature (and rights afforded to

educators) for taking any action regarding a Chapter 21 contract employee's employment—including whether there was good cause for any future and speculative employment action. Dr. Arredondo is, therefore, required to exhaust administrative remedies under the Education Code.

D. Dr. Arredondo's requested injunction constitutes an unlawful prior restraint on speech that would chill constitutionally-protected speech and must be denied.

Dr. Arredondo seeks a temporary injunction "against Grand Prairie ISD and the Board, and their agents, employees, attorneys, and those persons in active concert or participation with them" that orders this broad group of individuals (4,200+), to refrain from "making any defamatory statements about [Dr. Arredondo] or his job performance, disciplinary record, or alleged policy violations related in any way to the current investigation process." *See* Pet., pp. 15–16. In short, Dr. Arredondo seeks an anti-defamation injunction. While Grand Prairie ISD has no intention of defaming Dr. Arredondo, his requested injunction is a prior restraint on speech and will chill speech that is protected by the Texas Constitution. The Court should soundly reject this requested injunction.

The Texas Supreme Court examined the constitutional infirmity of a request for an anti-defamation injunction in *Kinney v. Barnes*, 443 S.W.3d 87 (Tex. 2014). There, the Court held that a permanent injunction that "prohibits future speech that is the same or similar to the speech that has been adjudicated defamatory" is a "prior restraint" on speech "that impermissibly risks chilling constitutionally protected speech." *Kinney*, 443 S.W.3d at 89. The Court further held that the Texas Constitution does not permit injunctions against future speech following an

adjudication of defamation." *Id.* at 99. In reaching its decision, the Court referenced its prior decision in *Hajek v. Bill Mowbray Motors, Inc.*, 647 S.W.2d 253, 255 (Tex. 1983) (per curiam), where the Court "squarely held that a temporary injunction prohibiting allegedly defamatory speech is an unconstitutional prior restraint." *Kinney*, 443 S.W.3d at 92. And the Court found it notable that the United States Supreme Court had "never approved a prior restraint in a defamation case." *Id.* at 94. The Texas Supreme Court's holdings in *Kinney* and *Hajek* demonstrate that it is constitutionally impermissible to grant the anti-defamation injunction Dr. Arredondo seeks.

The Texas Supreme Court's holdings in cases finding anti-defamation injunctions unconstitutional are well-reasoned. Courts have "long held" that "'pre-speech sanctions' are presumptively unconstitutional." *Id.* (citing *Davenport v. Garcia*, 834 S.W.2d 4, 9 (Tex. 1992)). There is a "heavy presumption" against the constitutionality of prior restraints. *Id.* Moreover, injunctions cannot "effectively remedy the harm caused by defamation without chilling protected speech." *Id.* at 95–96. When a court prohibits defamatory speech, "the injunction unreasonably risks prohibiting nondefamatory speech as well." *Id.* at 97. Because whether a statement is defamatory is "inherently contextual" the Texas Supreme Court reasoned that "even the most narrowly crafted of injunctions risks enjoining protected speech because the same statement made at a different time and in a different context may no longer be actionable." *Id.* at 98.

Furthermore, instead of an injunction, the Court stated that Texas appellate courts "have continued to recognize that the appropriate remedy for defamation is damages, not injunctive relief." *Id.* at 95 (collecting cases). "[T]he well-settled remedy for defamation in Texas is an award of damages." *Id.* at 99.

Based on this binding authority, this Court cannot grant Dr. Arredondo the injunction he seeks. And this case law reveals he has an adequate remedy at law. Thus, any request for injunctive relief should be denied.

E. The balance of equities and public interest warrant denial of the requested temporary injunction.

Consideration of the equities involves weighing the public interest against the injury to the parties from the grant or denial of injunctive relief. *See Univ. Health Servs., Inc. v. Thompson*, 24 S.W.3d 570, 578-79 (Tex. App.—Austin 2000, no pet.); *Hot Rod Hill Motor Park v. Triolo*, 276 S.W.3d 565, 568 (Tex. App.—Waco 2008, no pet.); *Triantaphyllis v. Gamble*, 93 S.W.3d 398, 401–02 (Tex. App.—Houston [14th Dist.] 2002, pet. denied). Dr. Arredondo asks this Court to prevent the District's Board from exercising its statutory duty to manage and oversee Grand Prairie ISD by even considering or voting to take any action against a Superintendent—who the Board is supposed to supervise, evaluate, and manage under state law. Moreover, the injunction would require Grand Prairie ISD to *wait* until a trial on the merits to even consider or vote to take any action against Dr. Arredondo. This means, Dr. Arredondo would remain on paid administrative leave and Grand Prairie ISD would not have a superintendent—other than an acting superintendent—for a substantial period of time. At this time of fiscal crisis in public education, without any additional funding

from the State, Grand Prairie ISD needs to be able to make decisions regarding its leadership to benefit the District, its students, and the Grand Prairie community.

Given that Dr. Arredondo receives pay throughout the administrative process if the Board *does* vote to proposed termination, and that pay extends until he receives a hearing before an independent hearing examiner and any subsequent decision by the Board, there is no immediate economic harm to him. And the Chapter 21 process affords him all the due process he seeks—which is the alleged constitutional harm.

Thus, the balance of equities and public interest weigh in favor of denying the injunction.

WHEREFORE, PREMISES CONSIDERED, Grand Prairie Independent School District, which includes its Board of Trustees, prays that the Court deny the application for temporary injunction, because Dr. Arredondo has not shown that the Court has subject-matter jurisdiction, that he has a probable right to relief, or that there is any imminent threat of irreparable harm to him. Grand Prairie ISD prays for such other and further relief, both general and special, at law or in equity, to which they may show themselves be justly entitled, including its reasonable and necessary attorneys' fees incurred in defending against legally and factually frivolous claims.

Respectfully submitted,

/s/ Kathryn E. Long
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing pleading has been served upon all parties via the Court's e-filing system, on November 4, 2024.

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/s/ Kathryn E. Long
KATHRYN E. LONG

Grand Prairie Independent School District
Public Notice of Special Meeting

A Special Meeting of the Board of Trustees of **Grand Prairie Independent School District** will be held Tuesday, May 28, 2024, beginning at 11:00 AM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **11:00 A.M. - CALL TO ORDER**
2. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
3. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements.
      1. Superintendent Search
         a. Discussion on matters related to naming a Lone Finalist for the position of Superintendent of Schools.
         b. Discussion on matters related to Lone Finalist's relocation and consultant agreement.
   B. Consultation with Attorney (§551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.
4. **RECONVENE IN OPEN SESSION**
5. **ACTION AS A RESULT OF CLOSED SESSION**
   A. Discussion and action on matters related to naming a Lone Finalist for the position of Superintendent of Schools.
   B. Discussion and action on matters related to Lone Finalist's relocation and consultant agreement.
6. **ADJOURN**

Notice is hereby given that a Regular Meeting of the Board of Education of the Grand Prairie Independent SchoolDistrict will be held at the time and place listed. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f).Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

Agenda of Regular Meeting

The Board of Trustees
Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Tuesday, May 28, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **11:00 A.M. - CALL TO ORDER**
2. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
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   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of

professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.

4. **RECONVENE IN OPEN SESSION**
5. **ACTION AS A RESULT OF CLOSED SESSION**
   A. Discussion and action on matters related to naming a Lone Finalist for the position of Superintendent of Schools.
   B. Discussion and action on matters related to Lone Finalist's relocation and consultant agreement.
6. **ADJOURN**

Special Meeting
Tuesday, May 28, 2024, 11:00 AM
Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052

1. **11:00 A.M. - CALL TO ORDER**
   Board President Emily Liles called the meeting to order at 11:00 a.m. Other trustees present were Gloria Carrillo, Terry Brooks, Bryan Parra, Nancy Bridges, Amber Moffitt, and David Espinosa.

2. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

3. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements.
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   B. Consultation with Attorney (§551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.

4. **RECONVENE IN OPEN SESSION**
   The Board reconvened in open session at 11:03 a.m.

5. **ACTION AS A RESULT OF CLOSED SESSION**
   Mr. Espinosa made a motion to name Dr. Jorge Arredondo as the Lone Finalist for Superintendent of Schools and to authorize the Board President and legal counsel to begin employment contract negotiations. Ms. Carrillo seconded the motion. Motion passed 7-0.

   Mr. Espinosa moved to approve the Relocation and Consulting Agreements discussed in closed session. Ms. Moffitt seconded the motion. Motion passed 7-0

6. **ADJOURN**
   President Liles adjourned the meeting at 11:30 a.m.

Approved: June 13, 2024

President, Board of Education

Attest:

Secretary, Board of Education

Grand Prairie ISD Board of Trustees Names Dr. Jorge L. Arredondo as Lone Finalist for Superintendent of Schools

Grand Prairie, TX – May 28, 2024

The Grand Prairie Independent School District (GPISD) Board of Trustees is proud to announce Dr. Jorge L. Arredondo as the lone finalist for the position of Superintendent of Schools. Dr. Arredondo brings over 26 years of dedicated service in public education, demonstrating a steadfast commitment to student success, community engagement, and educational excellence.

Board President Emily Liles stated, "We are thrilled to have Dr. Jorge L. Arredondo as our lone finalist for Superintendent of Schools. His extensive experience, proven leadership, and unwavering dedication to student achievement make him the ideal choice to lead our district. We are confident that under his guidance, Grand Prairie ISD will continue to thrive and excel." .

Dr. Arredondo's extensive experience encompasses a variety of leadership roles, including classroom teacher, assistant principal, school principal, area superintendent, most recently officer of student affairs in Spring ISD, and formerly superintendent of Pharr-San Juan-Alamo (PSJA) Independent School District. His career is marked by a consistent focus on improving graduation rates and enhancing student learning outcomes.

During his tenure as Superintendent of Schools for the Pharr-San Juan-Alamo (PSJA) Independent School District, Dr. Arredondo successfully navigated the district through the challenges of a global pandemic, leading PSJA to achieve an "A" rating from the

EXHIBIT B

Texas Education Agency. His leadership was instrumental in launching a strategic planning initiative in collaboration with The Holdsworth Partnership and the school board, fostering a new vision, mission, and strategic direction for the district.

Dr. Arredondo is a passionate advocate for equity in education, having served in central office administration roles where he significantly advanced family and community engagement. Notably, he was named "Educator of the Year" by the League of United Latin American Citizens (LULAC) Council 402 in 2016.

Dr. Arredondo is a proud product of Texas public schools, holding a Doctorate in Education in Professional Leadership, a Master's in Curriculum and Instruction, and a Bachelor of Science in Psychology from the University of Houston. He is married to Veronica, a bilingual educator and college readiness manager, and they have three children, all products of public schools.

Reflecting on his selection, Dr. Arredondo stated, “I feel extremely blessed and humbled to have been selected the lone finalist for the position of Superintendent of

Schools at Grand Prairie ISD. I want to extend my deepest gratitude to the board for their trust and confidence in my ability to lead this great school district. I look forward to listening to and learning from all stakeholders, including students, teachers, administrators, and staff, to continue to foster an environment of excellence and positive results for all students!"

The search for the new superintendent was led by Eden Ramirez, Jr., of O'Hanlon, Demerath, and Castillo PC. The process involved reviewing a highly competitive pool of 36 candidates, with 32 of them having substantial Texas school experience, ensuring a smooth transition and immediate impact in their potential role. Additionally, 15 candidates had previously held superintendent positions, bringing a wealth of leadership experience to the table.

The candidates came from a range of districts, with student populations varying from as large as 141,000 to as small as 1,000, demonstrating the ability to handle and understand different educational environments. The experiential diversity observed in the candidate pool aligned with GPISD's commitment during its search for an equitable and robust representation of background and experiences in the recruitment process.

The Board of Trustees will finalize Dr. Arredondo's appointment after the state-mandated 21-day waiting period, with an expected start date of July 1, 2024. The Grand Prairie ISD community looks forward to welcoming Dr. Arredondo and working together to achieve new heights of educational excellence.

About Grand Prairie Independent School District

Grand Prairie ISD is committed to providing high-quality education to its diverse student body. With a focus on academic excellence, community engagement, and student success, GPISD strives to create a nurturing and inclusive environment for all students to thrive.

Media Contact

Sam Buchmeyer, Public Information Officer, Grand Prairie Independent School District sam.buchmeyer@gpisd.org

Grand Prairie Independent School District
Public Notice of Special Meeting

A Special Meeting of the Board of Trustees of **Grand Prairie Independent School District** will be held Monday, June 24, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **5:30 P.M. - CALL TO ORDER**
2. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
3. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements.
      1. Employment Contract and Employment of Dr. Jorge L. Arredondo as Superintendent of Schools
   B. Consultation with Attorney (§551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.
4. **RECONVENE IN OPEN SESSION**
5. **ACTION AS A RESULT OF CLOSED SESSION**
   A. Approval of the Employment Contract and Employment of Dr. Jorge L. Arredondo as Superintendent of Schools
6. **ADJOURN**

Notice is hereby given that a Regular Meeting of the Board of Education of the Grand Prairie Independent School District will be held at the time and place listed. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f).Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

This notice was posted in compliance with the Texas Open Meetings Act on June 18, 2024 @ 4:00 p.m..

Amirita.

Agenda of Regular Meeting

The Board of Trustees
Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Monday, June 24, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **5:30 P.M. - CALL TO ORDER**
2. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
3. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements.
      1. Employment Contract and Employment of Dr. Jorge L. Arredondo as Superintendent of Schools
   B. Consultation with Attorney (§551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be

confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.

4. **RECONVENE IN OPEN SESSION**
5. **ACTION AS A RESULT OF CLOSED SESSION**
   A. Approval of the Employment Contract and Employment of Dr. Jorge L. Arredondo as Superintendent of Schools
6. **ADJOURN**

Special Meeting

Monday, June 24, 2024, 5:30 PM
Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052

1. **5:30 P.M. - CALL TO ORDER**
   Board President Amber Moffitt called the meeting to order at 5:30 p.m. Other trustees present were Gloria Carrillo, Terry Brooks, Bryan Parra, Nancy Bridges, Emily Liles, and David Espinosa.

2. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

3. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements.
      1. Employment Contract and Employment of Dr. Jorge L. Arredondo as Superintendent of Schools
   B. Consultation with Attorney (§551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§551.071, 551.082, 551.0821, 551.087.

4. **RECONVENE IN OPEN SESSION**
   The Board reconvened in open session at 6:15 p.m.

5. **ACTION AS A RESULT OF CLOSED SESSION**
   Mr. Espinosa made a motion to approve the Employment Contract and Employment of Dr. Jorge L. Arredondo as Superintendent of Schools. Ms. Carrillo seconded the motion. Motion passed 7-0.

6. **ADJOURN**
   President Moffitt adjourned the meeting at 6:26 p.m.

Approved: July 18, 2024

President, Board of Education

Attest:

Secretary, Board of Education

GRAND PRAIRIE ISD
CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT

State of Texas §
§
County of Dallas §

Contract Terms

Pursuant to the authority of Chapter 11, Subchapters D and E, Section 11.201 and Chapter 21 of the Texas Education Code and the general laws of the State of Texas, for and in consideration of the terms stated in this Contract, the Board and the Superintendent hereby agree as follows:

1. **Parties**
   1.1. This Contract of Employment for Superintendent ("Contract") is entered into by the Board of Trustees ("Board") of the Grand Prairie Independent School District ("GPISD" or "District"), and Dr. Jorge Arredondo ("Superintendent"), effective on the 1st day of July of 2024.

2. **Term**
   2.1. The Board, by and on behalf of the District, hereby employs the Superintendent, and the Superintendent hereby accepts such employment, for a term commencing on July 1st, 2024, and ending on June 30th, 2027 the ("Contract Term").
   2.2. The District may, by action of the Board, and with the consent and agreement of the Superintendent, extend or renegotiate the Contract to a term permitted by state law.
   2.3. This Contract creates no property interest of any kind and no right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

3. **Professional Certification, Credential, and Records**
   3.1. This Contract is conditioned upon the Superintendent satisfactorily providing a valid certification and other records and information required by law, the Texas Education Agency, the State Board for Educator Certification, and the Board.
   3.2. The Superintendent agrees to maintain the required certification throughout his term of employment with the District.
   3.3. If the Superintendent's certification, at any time during the Contract Term, expires, is canceled, or revoked, or otherwise becomes invalid, this Contract is automatically void without the need for further Board action..

4. **Representations**
   4.1. The Superintendent represents that he has disclosed to the Board in writing, any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude, even if such felony or offense was erased or otherwise purged or expunged from the Superintendent's record and, more specifically, represents that he has no record of such indictments, convictions, or other disposition of any felonies or

offenses involving moral turpitude. The Superintendent further represents and agrees that, during the Contract Term, he will notify the Board, in writing within three (3) calendar days of any arrest or any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent for a felony or an offense involving moral turpitude. The Superintendent understands that a criminal history records search acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

4.2. The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information intentionally made, or fraud by the Superintendent in or concerning any required records or in the employment application may be good cause for termination or nonrenewal of employment, as applicable.

5. Duties

5.1. *General*. The Superintendent of Schools is the educational leader and chief executive officer of the District and shall faithfully perform all such duties as prescribed by state law including Texas Education Code ("Education Code" or "TEC"), sections 11.201(d), 11.1512 and 11.1513, Board policies, in the job description, as may be necessary and prudent to carry out his role, and as may be lawfully assigned by the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the Contract Term consistent with Section 11.201(d), or other applicable provisions of the Texas Education Code. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent. The Superintendent shall comply with all lawful Board directives, state and federal law and regulations, and district policies and rules and regulations as they exist or may hereafter be amended or adopted during the Contract Term.

5.2. *Faithful Performance of Duties.* Except as otherwise set forth herein, the Superintendent shall devote his full time and energy to the faithful performance of his duties with reasonable care, skill, and diligence, and shall perform his duties to the best of his abilities.

5.3. *Criticisms. Complaints. Suggestions.* The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions from staff and/or third parties to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as established by Board policies. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Board retains the right to investigate complaints about the Superintendent. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

5.4. *Outside Consulting/Employment.* The Superintendent agrees that he will not accept outside employment, engagement as an independent contractor, or paid appointment to any Board or organization during the Contract Term, unless expressly permitted by the Board in writing.

5.5. *Board Meetings.* Unless otherwise prohibited by law, the Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings in which the Board is deliberating about the Superintendent's contract, the Superintendent's evaluation or performance, when the Board is acting in its capacity as a tribunal, considering concerns or complaints about a Board member, or at such other times the Board President request his presence be excluded.

5.6. *Reassignment.* The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for GPISD. The Superintendent cannot be reassigned from the position of Superintendent to another position without the express mutual written consent of the Board and Superintendent.

6. Compensation & Benefits

6.1. *Annual Base Salary.* GPISD shall pay the Superintendent an annual base salary of three hundred seventeen thousand and no/100 dollars ($317,000.00) during the Contract Term. The District shall pay the Superintendent's annual base salary in equal monthly installments according to its standard payroll practices. The Board may, in its discretion, review and adjust the salary of the Superintendent, during the term of this Contract, but in no event shall the Superintendent be paid less than the annual base salary set forth in this paragraph, except by mutual written agreement of the parties. Any adjustments to the Superintendent's Annual Base Salary or other Contract provision made during the Contract Term shall be made by lawful Board action and shall be in the form of a written amendment to this Contract, or a new contract.

6.1.1. At the start of the 2024-2025 school year but before December 1, 2024, the Board and the Superintendent shall collaboratively develop and agree upon a formula for determining an additional compensation amount. This formula will be based on the District's accountability data for the 2024-2025 school year and subsequent years. The formula and the resulting additional compensation amount shall not exceed $8,500.00 for any given year. This arrangement is intended to incentivize improvements in the District's accountability performance, and the Superintendent will not receive additional compensation for criteria met in previous years under this contract.

6.2. *Teacher Retirement System.* The District shall supplement the Superintendent's annual salary beginning on the Effective Date and through the term of this Agreement, by an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent, as required by the base salary set forth in Section 6.1 of this Contract. This additional salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS.

6.3. *Travel.* The District shall provide the Superintendent with a travel allowance of Eight Hundred Dollars ($800.00) per month, covering all travel within the DFW Metroplex. This allowance is in lieu of submitting mileage reimbursement claims and is in addition to the Superintendent's salary.

6.4. *Business & Technology Stipends*: The District shall provide the Superintendent with a Business and Technology Allowance in the sum of One Hundred Dollars ($100.00) per month,

totaling One Thousand Two Hundred Dollars ($1,200.00) annually. This allowance is intended to cover business, technology, and telecommunications expenses.

6.5. *Insurance.* The District shall make available to the Superintendent and his family, if eligible and insurable, group health, hospitalization, vision, and dental coverages available to other employees of the District.

6.6. *Local and State Leave.* The Superintendent may take, at times selected by the Superintendent, the same number of days of leave authorized by policies and calendar adopted by the Board for administrative employees on twelve months (226 days) contract, the days to be in a single period or at different times. The leave days taken by the Superintendent will be taken at such times or time that will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Any unused leave days under this section shall be administered in accordance with local policies applicable to all employees. The Superintendent is hereby granted the same number of personal leave days as authorized by the Board for all professional employees.

6.7. *Vacation Days.* The Superintendent shall be granted an additional 10 vacation days per year. These 10 vacation days are provided in recognition of days worked outside the standard 226-day administrator calendar (e.g., weekends, holidays). Unused vacation days under this section will not accumulate or carry forward from year to year. The Superintendent may also opt to receive payment, up to 10 vacation days, for unused vacation days by submitting a written request to the Business Office no later than 15 days before June 30th each year. If such a request is made, those days shall be paid out at the current contract year's daily rate. The daily rate is calculated by dividing the base salary, as specified in Section 6.1, by 226.

6.8. *Professional Organizations and Civic Engagement.* The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level in the capacity as Superintendent of GPISD. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such meetings, seminars, conferences, or courses. As part of Superintendent's professional development, the Superintendent, with prior approval of the Board president, may hire an educational executive coach. The cost of such services shall be borne by the District and must be approved in advance by the Board president. Expenses for attending professional meetings at the local, state or national level may be reimbursed subject to the availability of funds budgeted, policy limitations and as pre-authorized by the Board. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and other professional organizations selected by the Superintendent, the purpose of which is to benefit the District, subject to the availability of funds budgeted by the District for this amount. The Board encourages the Superintendent to become a member of and participate in professional associations and community and civic affairs, including the chamber of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate purpose related to the educational mission of the District. The District shall reimburse the Superintendent for the cost of

membership in all local civic organizations in which the Superintendent participates, subject to advance Board approval.

6.9. *Business Expenses*. Subject to applicable law, the District shall pay or reimburse the Superintendent for reasonable and necessary reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose. Such expenses shall include, but are not limited to, District-related travel, lodging, and meals outside of the DFW Metroplex area, membership and participation in approved professional, civic, and service organizations, attendance at professional conferences and trainings, and projects within the District. The Superintendent shall comply with all policies, procedures, and documentation requirements established by the Board, the District's independent auditors, and state and federal laws regarding such business expenses. The Superintendent's expenses shall be subject to review by the District's independent and internal auditors. The Board reserves the right to refuse any reimbursement request that it determines is excessive, does not comply with GPISD's policies and guidelines, or that the Board reasonably believes falls outside the scope of the Superintendent's duties.

6.10. *Effect of Termination of Employment on Compensation*. In the event this Contract is void, terminated, for any reason (whether voluntary or involuntary), prior to the completion of the Term, the Superintendent shall be paid for the days worked or earned prior to the date of the termination in accordance with the District's normal payroll practices at the rate provided in the Contract computed pro rata up to the date of termination, but shall be entitled to no further compensation or benefits as of the date of termination except as otherwise provided by law or this Contract or as mutually agreed by the Parties.

6.11. *District Contribution to 403(b) Supplemental Retirement Plan.* The District shall make an annual contribution to the Superintendent's 403(b) supplemental retirement plan. This contribution shall be made at the end of each academic year and not later than July 1 of each year. The contribution amount shall be 0.5% of the Superintendent's base salary. This contribution is to be made in addition to any other salary or benefits provided to the Superintendent under this contract.

7. Annual Performance Goals & Evaluation

7.1. *Performance Goals.* The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District goals. Unless otherwise agreed between the Board and Superintendent, the Superintendent shall submit the proposed annual performance goals to the Board no later than August 15 each year and the board shall approve such goals no later than September 30 each year.

7.2. *Evaluation*. The Board shall evaluate and assess the performance of the Superintendent in writing at least once each year by the end of January during the term of this Contract, and at such other times as the Board deems necessary or appropriate. Unless the Superintendent expressly requests otherwise in writing, the Board's evaluation and assessment of the

Superintendent's performance shall occur during closed session of a duly called Board meeting and shall be considered confidential to the extent allowed by law. Nothing herein shall prohibit the Board or Superintendent from disclosing the content of the Superintendent's evaluation to their respective legal counsel. The evaluation and assessment of performance shall be in accordance with the Board's policies and state and federal law and shall be related to the duties of the Superintendent as prescribed by law, Board policies, the Superintendent's job description, and as outlined herein, and shall be based on the District's progress towards accomplishing the District Goals. The Board shall provide the Superintendent with a copy of the written evaluation. The Superintendent shall have the right to make a written response to the evaluation. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. The Board shall meet with the Superintendent to discuss the evaluation within a reasonable time after it is delivered to the Superintendent. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. The evaluation shall be confidential to the extent permitted by law. If the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period to demonstrate such expected performance before being evaluated.

7.2.1. *Superintendent's Entry Plan.* As part of the Superintendent's first evaluation the Board will consider the Superintendent's entry plan, as submitted in his interview to the Board of Trustees, will compose one component of the overall evaluation of the Superintendent.

7.3 *Confidentiality.* The evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel, used in a termination or nonrenewal proceeding or in legal proceedings filed by the Superintendent.

8. Professional Liability

8.1. To the extent it may be permitted to do so by applicable law, including but not limited to the Texas Civil Practices & Remedies Code, and as limited by any such applicable law, the District shall indemnify, defend, and hold the Superintendent harmless from any claims, demands, suits, actions, or other legal proceedings against the Superintendent, or judgments or damages incurred by the Superintendent, including court costs and reasonable attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, or acted in bad faith or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings. Excluded are any costs, fees, expenses, or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The Board may retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this

paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. The selection of the Superintendent's attorney shall be with the mutual agreement of Superintendent and the District, if such legal counsel is not also the District's legal counsel, such agreement not to be unreasonably withheld by either party. No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for the Superintendent or by including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case, the Superintendent's right to agree to legal counsel provided for his will depend on the terms of the applicable insurance contract. The District's obligation under this paragraph shall continue after the termination of this Contract for qualifying acts or failures to act occurring during the Contract Term or any extension thereof.

8.2. The Board shall not be required to pay any costs, including attorney's fees, related to any legal proceedings in which the Board and the Superintendent are adverse parties.

8.3. The Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District and/or its employees. The Superintendent's obligation under this paragraph shall continue after the termination of this Contract at no cost to the District, other than reimbursement to the Superintendent for his documented reasonable and necessary out-of-pocket expenses and lost wages (if any) attributable to the Superintendent taking time off from his then current employment to reasonably assist the District. If the Superintendent is not employed at the time, the District shall compensate the Superintendent at his daily rate of pay, calculated by dividing the Superintendent's last salary under the Contract by 226. Requests for assistance from the Superintendent with respect to such matters shall be made through the Board of Trustees' President, any successor superintendent, and/or legal counsel for the District, and the amount to be reimbursed to the Superintendent shall be mutually agreed upon in advance. To the extent this section exceeds the authority provided and the limitations imposed by Texas Civil Practices & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

9. Termination, Resignation, Renewal/Nonrenewal, Suspension, or Disability

9.1. *Termination by Mutual Agreement*. This Contract may be terminated by the mutual written agreement of the Board and the Superintendent at any time upon such terms and conditions as may be mutually agreeable to the parties.

9.2. *Disability*. Subject to the Americans With Disability Act of 1990 and other applicable law, should the Superintendent become unable to perform any or all of the essential functions and duties of his position by reason of illness, accident or other cause, and said disability exists after all of his accrued paid leave has been exhausted, the District may make appropriate deduction from the Superintendent's annual base compensation for each additional day that the Superintendent is unable to perform the duties of his position, based on two hundred and twenty six (226) days of service per year during the term of this Contract. If the Superintendent is determined to be disabled and incapable of resuming all of his material duties and obligations of employment by a physician mutually acceptable to the Board and Superintendent, the District and the Superintendent hereby mutually agree that this Contract will terminate at that time without the necessity of any further action by the Board or the

Superintendent, and the Superintendent hereby waives all of his rights to a hearing in consideration for the lump-sum payment of six months' salary and benefits by the District upon termination of this Contract due to disability. If a question arises concerning the capacity or fitness of the Superintendent to return to his duties, the Superintendent shall submit to a medical examination by a physician mutually acceptable to the Board and the Superintendent, the cost of such examination to be paid by the District. The physician shall limit the report to the issue of whether the Superintendent has a continuing disability that prohibits his from performing any or all of his duties.

9.3. *Renewal/Nonrenewal*. Renewal or nonrenewal of this Contract shall be in accordance with the Board's policies and applicable law governing the Superintendent's contract such as Board Policy or the Texas Education Code.

9.4. *Termination for Good Cause*. The Board may dismiss the Superintendent during the Contract Term or any extensions thereof for good cause as determined by the Board. The Board shall give the Superintendent the reasons for a proposed dismissal for good cause in writing and the Superintendent shall be provided all procedural and substantive rights as set forth in the Board's policies and applicable state and federal law. The term "good cause" includes, without limitation:

9.4.1. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

9.4.2. Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication or failure to make measurable progress towards the goals stated in the District Improvement Plan or the Superintendent's performance goals; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any identified incompetency or inefficiency;

9.4.3. Insubordination or failure to comply with lawful written Board directives;

9.4.4. Failure to comply with written Board Policies or District administrative regulations;

9.4.5. Neglect of duties, including, without limitation, conducting personal business during school hours when it results in neglect of duties;

9.4.6. Drunkenness or excessive use of alcoholic beverages, or being under the influence of or possessing alcoholic beverages while on school property, while working in the scope of the Superintendent's duties (which may include social engagements), or while attending any school-or District- sponsored activity;

9.4.7. Illegal use, possession, manufacture, or distribution of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

9.4.8. Conviction of a felony or crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude;

9.4.9. Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or crime involving moral turpitude as required by Board policy and/or this Contract;

9.4.10. Failure to meet the District's standards of professional conduct;

9.4.11. Failure to comply with reasonable District professional development requirements;

9.4.12. Disability, not otherwise protected by law, that substantially impairs the Superintendent's performance of required duties;

9.4.13. Immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;

9.4.14. Assault on an employee or student;

9.4.15. Knowing falsification of records or documents related to the District's activities;

9.4.16. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;

9.4.17. Failure to fulfill or maintain requirements for superintendent certification;

9.4.18. Any activity of the Superintendent, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District;

9.4.19. Falsification or material omission of information required on an employment application or other documents submitted in connection with employment with the District;

9.4.20. Failure to take reasonable steps to maintain an effective working relationship with the Board; or

9.4.21. Any other reason constituting "good cause" under Texas law or this Contract.

9.5. *Suspension.* In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

10. Other Terms

10.1. *Savings Clause*. If any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.2. *Controlling Law.* This Contract shall be governed by the laws of the State of Texas and it shall be performable in Dallas County, Texas. Venue for any dispute concerning the interpretation and/or enforcement of this Contract shall be in Dallas County, Texas.

10.3. *Complete Agreement.* This Contract embodies the entire understanding and agreement of the parties and supersedes all other agreements for the term covered by this Contract and

understandings, both written and oral. Any additions, deletions, or modifications to the terms and conditions of this Contract, including but not limited to changes in the term of the Contract or the base annual salary of the Superintendent, shall only be made by written addendum signed by both parties. Both parties acknowledge and agree that they have had the opportunity to consult with legal counsel of their choosing in the negotiation and execution of this Contract.

10.4. *Notices*.

10.4.1. The Superintendent agrees to keep a current address on file with GPISD's Human Resources Department and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand delivering the notice to the Superintendent or by sending the notice by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.

10.4.2. The Board agrees that the Superintendent may meet any legal obligations to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the Board President and one copy to the Board Secretary. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and / or express delivery service to the Board President and Secretary's addresses of record, as provided by the District.

10.5. *Conflicts*. In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over contrary provisions of the Board's policies or any such permissive law during the term of the Contract; provided, however, the Board expects the Superintendent to comply fully with Board policies and nothing in this paragraph relieves the Superintendent's compliance with those policies.

10.6. *Entire Agreement.* All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent for the term covered in this Contract are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.

10.7. *Paragraph Headings.* The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning of the paragraphs that follow them.

10.8. *Legal Representation.* Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

10.9. *Nepotism.* With the exception of any individuals already employed by the District as of the date of this Contract as provided in state law, the District will not employ, and the Superintendent will not recommend for employment, any individual related to the Superintendent within the third degree of consanguinity (relation by blood) or second degree of affinity.

10.10. *Waiver.* No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any party hereto to enforce strict compliance with the provisions hereof in any subsequent instances.

10.11. *Failure to Enforce or Not Waiver.* Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either party to require performance of any of the terms, covenants, or provisions of this Contract by the other party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving party. Any such written waiver of any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

10.12. *Acknowledgements.* The Parties further acknowledge that they have carefully read this Contract, that they have consulted with their attorneys prior to executing this Contract, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign this Contract are those stated above and that they are signing this Contract voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Contract. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

10.13. Authority. The Board President and Secretary have been authorized to execute this Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting.

 # SIGNATURE PAGE TO FOLLOW #

APPROVED BY THE BOARD OF TRUSTEES this, the 24, day of June, of the year 2024.

EXECUTED this, the 24, day of June, of the year 2024.

Amber Moffit, Board President
Grand Prairie ISD

Dr. Jorge Avredondo, Superintendent of Schools
Grand Prairie ISD

Attest. _____
Emily Liles, Board Secretary
Grand Prairie ISD

Note: This policy addresses discrimination, harassment, and retaliation against District employees. For Title IX and other provisions regarding discrimination, harassment, and retaliation against students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term "employee" includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communication, including electronic communication.

Reporting Procedures

Any employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation	The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal or supervisor shall be involved in or informed of the investigation. The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.
Concluding the Investigation	Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation. The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.
District Action	If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct. The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
Appeal	A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level. The complainant may have a right to file a complaint with appropriate state or federal agencies.
Response to Sexual Harassment—Title IX	For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).
General Response	When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;

6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

Grand Prairie Independent School District
Public Notice of Special Meeting

A Special Meeting of the Board of Trustees of **Grand Prairie Independent School District** will be held Wednesday, September 4, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
   B. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082)
   C. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
3. **RECONVENE IN OPEN SESSION**
4. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened.. The Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
5. **ACTION AS A RESULT OF CLOSED SESSION**
6. **ADJOURNMENT**

Notice is hereby given that a Special Meeting of the Board of Education of the Grand Prairie Independent School District will be held at the time and place listed. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f).Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

This notice was posted in compliance with the Texas Open Meetings Act on September 1, 2024 @ 4:00 p.m.

Dr. Jorge L. Arredondo
Superintendent of Schools for the Board of Trustees

SECTION 551.141 & 551.042 TEXAS GOVERNMENT CODE

"An action taken by a government body in violation of this chapter is voidable. If at a meeting of a governmental body a member of the public or of the government body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

(1)a statement of specific factual information given in response to the inquiry; or
(2)a recitation of existing policy in response to the inquiry.

Any deliberation of or decisions about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."

EXHIBIT F

Agenda of Regular Meeting

The Board of Trustees
Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Wednesday, September 4, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
   B. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082)
   C. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
3. **RECONVENE IN OPEN SESSION**
4. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened.. The Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3)

minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

5. **ACTION AS A RESULT OF CLOSED SESSION**
6. **ADJOURNMENT**

Special Meeting

Wednesday, September 4, 2024, 5:30 PM
Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052

1. **5:30 P.M. - CALL TO ORDER**
   Board President Amber Moffitt called the meeting to order at 5:31 p.m. Other trustees present were Gloria Carrillo, Terry Brooks, Bryan Parra, Nancy Bridges, Emily Liles, and David Espinosa.

2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
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   C. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.

3. **RECONVENE IN OPEN SESSION**
   The Board reconvened in open session at 8:07 p.m.

4. **OPEN FORUM FOR AGENDA ITEMS**
   No one addressed the Board during open forum for agenda items.

5. **ACTION AS A RESULT OF CLOSED SESSION**
   Ms. Liles made to motion to place Dr. Arredondo on paid administrative leave immediately to protect the District and Dr. Arredondo and to appoint Tracy Ray as acting Superintendent as discussed in closed session. Mr. Brooks seconded the motion. Motion passed 5-2.

   Roll call vote:
   Ms. Bridges - Yes
   Ms. Carrillo - No
   Mr. Parra - Yes
   Ms. Moffitt - Yes
   Mr. Espinosa - No
   Mr. Brooks - Yes
   Ms. Liles - Yes

6. ADJOURNMENT
President Moffitt adjourned the meeting at 8:10 p.m.

Approved: October 17, 2024

President, Board of Education

Attest:

Secretary, Board of Education

Grand Prairie Independent School District
Public Notice of Special Meeting

A Special Meeting of the Board of Trustees of **Grand Prairie Independent School District** will be held Wednesday, October 2, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **5:30 P.M. - CALL TO ORDER**
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   B. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082)
   C. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
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5. **ACTION AS A RESULT OF CLOSED SESSION**
6. **ADJOURNMENT**

Notice is hereby given that a Special Meeting of the Board of Education of the Grand Prairie Independent SchoolDistrict will be held at the time and place listed. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f).Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

This notice was posted in compliance with the Texas Open Meetings Act on September 27, 2024 @ 4:00 p.m.

Tracy Ray
Acting Superintendent of Schools for the Board of Trustees

SECTION 551.141 & 551.042 TEXAS GOVERNMENT CODE
"An action taken by a government body in violation of this chapter is voidable. If at a meeting of a governmental bodya member of the public or of the government body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

(1)a statement of specific factual information given in response to the inquiry; or
(2)a recitation of existing policy in response to the inquiry.

Any deliberation of or decisions about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."

EXHIBIT G

Agenda of Regular Meeting

The Board of Trustees
Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Wednesday, October 2, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

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   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
3. **RECONVENE IN OPEN SESSION**
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minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

5. **ACTION AS A RESULT OF CLOSED SESSION**
6. **ADJOURNMENT**

GRAND PRAIRIE

DGBA(LOCAL) GRIEVANCE LEVEL I
Employee Complaint

Note: An informal resolution is encouraged, but it does not extend any deadlines in DGBA(LOCAL), except by mutual written consent.

Whistleblower complaints must be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level II.

To file a formal complaint, fill out this form completely and submit it by hand delivery, electronic communication, or U.S. mail to Michelle Brinkman, Executive Director of Human Capital. Send email to michelle.brinkman@gpisd.org; hand deliver or send U.S. mail to her at 2602 S. Belt Line Road, Grand Praine, TX 75052 within the time established in DGBA(LOCAL). All complaints will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name: Jorge L. Amedondo

2. Address: [redacted]

   Telephone number: [redacted]

   E-mail address [redacted]

3. Position: Superintendent _____ Campus/Department: Administration

4. If you will be represented in presenting your complaint, identify the person representing you. If the person representing you will participate by telephone conference call, check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

   ☐ Representation will be by telephone conference call.

   Please note: You must designate a representative who will be participating in person or by telephone with advance notice of at least three days, or the District may reschedule the conference or hearing for a later date.

   Name: Thomas J. Fisher and Cory Hartsfield, Cory Hartsfield PC Law Firm

   Address: 1701 W. Northwest Highway, Suite 100, Grapevine TX76051

   Telephone number: 817-239-2834

   E-mail address: Thomas@chartsfieldlaw.com

5. Describe the decision or circumstances causing your complaint (give specific factual details).

   See Level III and attachments

GRAND PRAIRIE

6. What was the date of the decision or circumstances causing your complaint?

See Level III and attachments

7. Explain how you have been harmed by this decision or circumstance.

See Level III and attachments

8. Describe any efforts you have made to resolve your concerns and the responses to your efforts. Include dates of communication and the name of the person with whom you communicated regarding your concerns.

See Level III and attachments. [redacted]

9. Describe the outcome or remedy you seek for this complaint.

See Level III and attachments. [redacted]

Employee signature: Jorge Arredondo

Signature of employee's representative:

Date of filing: 10.9.24

Complainant, please note:

A complaint form that is incomplete in any material way may be dismissed, but it may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

Attach to this form any documents you believe will support the complaint; if unavailable when you submit this form, they may be presented no later than the Level I conference. Keep a copy of the completed form and any supporting documentation for your records.

GRAND PRAIRIE

Exhibit H

GRAND PRAIRIE

DGBA(LOCAL) GRIEVANCE LEVEL II APPEAL NOTICE
Employee Complaint

To appeal a Level I decision, or the lack of a timely response after a Level I conference, fill out this form completely and submit it by hand delivery, electronic communication, or U.S. mail to Michelle Brinkman, Executive Director of Human Capital. Send email to michelle.brinkman@gpisd.org; hand deliver or send U.S. mail to her at 2602 S. Belt Line Road, Grand Prairie, TX 75052 within the time established in DGBA(LOCAL). Appeals will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name: Jorge L. Arredondo
2. Address: [redacted]

   Telephone number: [redacted]

   E-mail address: [redacted]
3. Position: Superintendent Campus/Department: Administration
4. If you will be represented in presenting your appeal, identify the person representing you. If the person representing you will participate by telephone conference call, check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

   ☐ Representation will be by telephone conference call.

   Please note: You must designate a representative who will be participating in person or by telephone with advance notice of at least three days, or the District may reschedule the conference or hearing for a later date.

   Name: Thomas J. Fisher, Cory Hartsfield, Cory Hartsfield PC Law Firm

   Address: 1701 W. Northwest Highway, Grapevine TX 76501

   Telephone number: 817-239-2834

   E-mail address: Thomas@chartsfieldlaw.com
5. Who held the Level I conference? See Level II

   Date of conference: See Level III

   Date you received a response to the Level I conference: See Level III

GRAND PRAIRIE
Independent School District

6. Explain specifically how you disagree with the outcome at Level I.

   See Level III

7. Attach a copy of your original Level I complaint and any documentation submitted at Level I.

8. Attach a copy of the Level I response being appealed, if applicable.

Employee signature: [signature]

Signature of employee's representative: [signature]

Date of filing: 10-9-23

Complainant, please note:

A complaint or appeal form that is incomplete in any material way may be dismissed, but it may be refiled with all the required information if the refiling is within the designated time for filing a complaint or appeal.

Please keep a copy of the completed form and any supporting documentation for your records.

GRAND PRAIRIE

DGBA(LOCAL) GRIEVANCE LEVEL III APPEAL NOTICE
Employee Complaint

To appeal a Level II decision, or the lack of a timely response after a Level II conference, fill out this form completely and submit it by hand delivery, electronic communication, or U.S. mail to Michelle Brinkman, Executive Director of Human Capital. Send email to michelle.brinkman@gpisd.org; hand deliver or send U.S. mail to her at 2602 S. Belt Line Road, Grand Prairie, TX 75052 within the time established in DGBA(LOCAL). Appeals will be heard in accordance with DGBA(LEGAL) and (LOCAL) or any exceptions outlined therein.

1. Name: Jorge L. Arredondo
2. Address: [redacted]

   Telephone number: [redacted]

   E-mail address: [redacted]
3. Position: Superintendent Campus/Department: Administration
4. If you will be represented in presenting your appeal, identify the person representing you. If the person representing you will participate by telephone conference call, check the box below. The District will inform you if the equipment necessary for telephone representation is unavailable.

   ☐ Representation will be by telephone conference call.

   Please note: You must designate a representative who will be participating in person or by telephone with advance notice of at least three days, or the District may reschedule the conference or hearing for a later date.

   Name: Thomas J. Fisher, Cory Hartsfield, Cory Hartsfield PC Law Firm

   Address: 1701 W. Northwest Highway, Grapevine TX 76501

   Telephone number: 817-239-2834

   E-mail address: Thomas@chartsfieldlaw.com

   Who held the Level II conference? This is grievance to be heard at Level III, no Level I or II conference is required. This Level III will be directly to the Board

   Date of conference: N/A

   Date you received a response to the Level II conference: N/A

GRAND PRAIRIE

5. Explain specifically how you disagree with the outcome at Level II.

[redacted] See also the narrative attached hereto as Exhibit A.

6. Attach a copy of your original Level I complaint and any documentation submitted at Level I and a copy of your Level II appeal notice.

7. Attach a copy of the Level II response being appealed, if applicable.

Employee signature: [signature]

Signature of employee's representative: [signature]

Date of filing: 10-9-24

Complainant, please note:

A complaint or appeal form that is incomplete in any material way may be dismissed, but it may be refiled with all the required information if the refiling is within the designated time for filing a complaint or appeal.

Keep a copy of the completed form and any supporting documentation for your records.

Complaints

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	An employee may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time. The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.

Response	At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process. The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint. When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and

2. With the lowest level administrator who has the authority to remedy the alleged problem.

   In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

   If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Grand Prairie Independent School District
Public Notice of Regular Meeting

A Regular Meeting of the Board of Trustees of **Grand Prairie Independent School District** will be held Thursday, October 17, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
      1. Pursuant to Tex. Govt. Code 551.074, consider and discuss employment of Superintendent.
   B. Deliberation Regarding Real Property (§ 551.072)
   C. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082)
   D. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including, but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
      1. Pursuant to Tex. Govt. Code 551.071, attorney consultation regarding legal issues related to employment of Superintendent.
   E. Deliberation Regarding Security Devices or Security Audits (§§ 551.076; .089).
   The deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.
      1. Intruder Detection Audit
3. **RECONVENE IN OPEN SESSION**
4. **INVOCATION**
5. **PLEDGE TO THE AMERICAN FLAG AND TEXAS FLAG**
6. **RECOGNITION OF SPECIAL GUESTS**
   Sam Buchmeyer, Public Information Officer
   A. SGPHS Beta Club National Competitors
   B. GPFAA - Middle School to Watch/Apple Distinguished Campus/2024 School Honor Roll
   C. Hispanic Heritage Month: Excellence in Education Awards 2024
   D. GPISD Spotlight - Principals' Month
7. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee by 7:00 p.m. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
8. **ACTION AS A RESULT OF CLOSED SESSION**
   A. Consider and take possible action regarding employment of Superintendent, including proposed termination.
9. **CONSIDER APPROVAL OF CONSENT AGENDA ITEMS**
   A. Minutes
      1. Minutes 9.4.24
      2. Minutes 9.12.24
   B. Personnel: Routine Action
      1. Employment, Retirement(s), Termination(s)/Proposed Termination(s), Proposed Nonrenewal(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment, Proposed Extension of Probationary Contr

Suspension Without Pay, Administrator Contract Recommendations, Non-Administrator Contract Recommendations

2. Personnel Report
   a. Personnel Report

C. Regular Reports of the Superintendent
Tracy Ray, Deputy Superintendent of Business Operations

1. Contract Listing
   a. Board Agenda Contracts
2. Property Tax Collection Report
   a. Tax Report
3. Revenue and Expenditure
   a. Revenue and Expenditure - $16 Million Donation
4. Budget Transfers and Amendments
   a. Budget Transfers and Amendments - General Fund #2

D. Q4 2024 Investment Report

E. Waiver for Missed School Day
Dr. Melissa Steger, Chief Data, and Information Systems Officer

F. Compliance with Integrated Pest Management Program Requirements
Tracy Ray, Acting Superintendent of Schools

10. **CONSIDER APPROVAL OF ACTION AGENDA ITEMS**

A. Proposed House Bill 3: Board Goals
Dr. Angela Herron, Chief Teaching and Learning Officer, and Dr. Melissa Steger, Chief Data, and Information Systems Officer

B. Bus Purchases
Joel Falcon, Chief of Operations

11. **INFORMATION/DISCUSSION ITEMS**

A. Yondr Update
Dr. Dana Jackson, Associate Superintendent of Student Support; Larry Jones, SGPHS Principal; Jabulani Satcher, GPHS Principal

B. Update on HVAC Units at Grand Prairie High School
Joel Falcon, Chief of Operations

C. Purchase of White Fleet Vehicles
Joel Falcon, Chief of Operations

12. **OPEN FORUM FOR NON-AGENDA ITEMS**

A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee by 7:00 p.m. This second Open Forum allows individuals to address the Board on any subject, except personnel and individual/specific students. Any personnel concern should be brought directly to the attention of the Superintendent prior to the meeting. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same topic, the Board President may ask the group to appoint one spokesperson.

13. **COMMENTS FROM INDIVIDUAL BOARD MEMBERS AND SUPERINTENDENT UPDATE**

A. Board of Trustees' expressions of thanks, congratulations, and condolences.

14. **ADJOURNMENT**

Notice is hereby given that a Regular Meeting of the Board of Education of the Grand Prairie Independent SchoolDistrict will be held at the time and place listed. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f).Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

This notice was posted in compliance with the Texas Open Meetings Act on October 14, 2024 @ 4:00 p.m.

Tracy Ray
Acting Superintendent of Schools for the Board of Trustees

SECTION 551.141 & 551.042 TEXAS GOVERNMENT CODE

"An action taken by a government body in violation of this chapter is voidable. If at a meeting of a governmental bodya member of the public or of the government body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

(1)a statement of specific factual information given in response to the inquiry; or
(2)a recitation of existing policy in response to the inquiry.

Any deliberation of or decisions about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."

Agenda of Regular Meeting

The Board of Trustees
Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Thursday, October 17, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
      1. Pursuant to Tex. Govt. Code 551.074, consider and discuss employment of Superintendent.

   B. Deliberation Regarding Real Property (§ 551.072)
   C. School Children; School District Employees; Disciplinary Matter or Complaint (§ 551.082)
   D. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including, but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
      1. Pursuant to Tex. Govt. Code 551.071, attorney consultation regarding legal issues related to employment of Superintendent.

E. Deliberation Regarding Security Devices or Security Audits (§§ 551.076; .089).
The deployment, or specific occasions for implementation, of security personnel or devices; or a security audit.
1. Intruder Detection Audit

3. **RECONVENE IN OPEN SESSION**
4. **INVOCATION**
5. **PLEDGE TO THE AMERICAN FLAG AND TEXAS FLAG**
6. **RECOGNITION OF SPECIAL GUESTS**
Presenter: Sam Buchmeyer, Public Information Officer
A. SGPHS Beta Club National Competitors
B. GPFAA - Middle School to Watch/Apple Distinguished Campus/2024 School Honor Roll
C. Hispanic Heritage Month: Excellence in Education Awards 2024
D. GPISD Spotlight - Principals' Month
7. **OPEN FORUM FOR AGENDA ITEMS**
A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee by 7:00 p.m. The first Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
8. **ACTION AS A RESULT OF CLOSED SESSION**
A. Consider and take possible action regarding employment of Superintendent, including proposed termination.
9. **CONSIDER APPROVAL OF CONSENT AGENDA ITEMS**
A. Minutes
1. Minutes 9.4.24 4
2. Minutes 9.12.24 6
B. Personnel: Routine Action
1. Employment, Retirement(s), Termination(s)/Proposed Termination(s), Proposed Nonrenewal(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Job Abandonment, Proposed Extension of Probationary Contract(s), Proposed Suspension Without Pay, Administrator Contract Recommendations, Non-Administrator Contract Recommendations
2. Personnel Report
a. Personnel Report
C. Regular Reports of the Superintendent
Presenter: Tracy Ray, Deputy Superintendent of Business Operations
1. Contract Listing
a. Board Agenda Contracts
2. Property Tax Collection Report
a. Tax Report 9
3. Revenue and Expenditure
a. Revenue and Expenditure - $16 Million Donation 10
4. Budget Transfers and Amendments
a. Budget Transfers and Amendments - General Fund #2 11
D. Q4 2024 Investment Report 12
E. Waiver for Missed School Day 13
Presenter: Dr. Melissa Steger, Chief Data and Information Systems Officer
F. Compliance with Integrated Pest Management Program Requirements 14
Presenter: Tracy Ray, Acting Superintendent of Schools

10. **CONSIDER APPROVAL OF ACTION AGENDA ITEMS**
    A. Proposed House Bill 3: Board Goals 15
    Presenter: Dr. Angela Herron, Chief Teaching and Learning Officer, and Dr. Melissa Steger, Chief Data and Information Systems Officer
    B. Bus Purchases 16
    Presenter: Joel Falcon, Chief of Operations
11. **INFORMATION/DISCUSSION ITEMS**
    A. Yondr Update 18
    Presenter: Dr. Dana Jackson, Associate Superintendent of Student Support; Larry Jones, SGPHS Principal; Jabulani Satcher, GPHS Principal
    B. Update on HVAC Units at Grand Prairie High School 19
    Presenter: Joel Falcon, Chief of Operations
    C. Purchase of White Fleet Vehicles 20
    Presenter: Joel Falcon, Chief of Operations
12. **OPEN FORUM FOR NON-AGENDA ITEMS**
    A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee by 7:00 p.m. This second Open Forum allows individuals to address the Board on any subject, except personnel and individual/specific students. Any personnel concern should be brought directly to the attention of the Superintendent prior to the meeting. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same topic, the Board President may ask the group to appoint one spokesperson.
13. **COMMENTS FROM INDIVIDUAL BOARD MEMBERS AND SUPERINTENDENT UPDATE**
    A. Board of Trustees' expressions of thanks, congratulations, and condolences.
14. **ADJOURNMENT**

Suspension Without Pay

For good cause, as determined by the board, the board may suspend a superintendent without pay for a period not to extend beyond the end of the school year pending discharge or in lieu of termination. *Education Code 21.201(1), .211(b)*

Back Pay

A superintendent who is not discharged after being suspended without pay pending discharge is entitled to back pay for the period of suspension. *Education Code 21.211(c)*

Contract Termination

The board may terminate a term contract and discharge the superintendent at any time for good cause as determined by the board. *Education Code 21.211(a), .212(d)*

Due Process

Before dismissal for good cause, a superintendent shall be given notice of the charges against him or her, an explanation of the district's evidence, and an opportunity to respond. *Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 546 (1985)*

Hearing on Proposed Suspension or Termination

Education Code Chapter 21, Subchapter F (Hearings before Hearing Examiners) applies if a superintendent requests a hearing after receiving notice of the proposed decision to terminate the superintendent's term contract before the end of the contract period or suspend the superintendent without pay. *Education Code 21.251(a)(2)–(3)*

The superintendent must file a written request for a hearing under Subchapter F with the commissioner not later than the 15th day after the date the superintendent receives written notice of the proposed action. The superintendent must provide the district with a copy of the request and must provide the commissioner with a copy of the notice. The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing. *Education Code 21.253* [See DFD]

Severance Payments

Definition

"Severance payment" means any amount paid by a board to or in behalf of a superintendent on early termination of the superintendent's contract that exceeds the amount earned by the superintendent under the contract as of the date of termination, including any amount that exceeds the amount of earned standard salary and benefits that is paid as a condition of early termination of the contract. Payments to a former superintendent who remains employed by a district in another capacity or contracts with a district to provide the district services may be severance payments in whole or in part if the payments are compensation for the early termination of a prior employment agreement. Severance payments include any payment for actual or threatened litigation involving or related to the employment contract. *Education Code 11.201(c); 19 TAC 105.1021(a)(1)*

Duty to Report

The board that makes a severance payment to a superintendent shall report the terms of the severance payment to the commissioner. *Education Code 11.201(c)*

A district that makes a payment of any kind to a departing superintendent must file with the Texas Education Agency (TEA) a Superintendent Payment Disclosure Form. No form is required to be filed for a payment already earned and payable under the terms of a terminated employment contract, such as a payment for accrued vacation.

The form must be filed by the 60th day after the district executes the agreement to make the payment or the 60th day after any payment under such an agreement, whichever is sooner. The interim superintendent, new superintendent, or board president is responsible for timely filing the Superintendent Payment Disclosure Form. Filing of the disclosure form is required regardless of whether a district considers a payment to be a severance payment as that term is defined above.

Compliance with the reporting requirements of these provisions is considered part of the district's compliance with required financial accounting practices under Education Code 39.057(a)(4). Failure to comply may result in sanctions as authorized by Education Code 39.057(d) and (e). (Education Code 39.057 redesignated 39.003)

Required Documentation

A district must enclose with the submitted Superintendent Payment Disclosure Form a copy of the superintendent employment contract and a copy of the termination or severance agreement. A district must provide the commissioner with any information or documentation that the commissioner requests to determine whether a payment to a departing superintendent is a severance payment and whether a district is subject to reductions in Foundation School Program (FSP) funding under 19 Administrative Code 105.1021.

19 TAC 105.1021(b), (d)

Reduction of State Funds

The commissioner shall reduce a district's FSP funds by any amount that the severance payment exceeds one year's salary and benefits under the superintendent's terminated contract. The commissioner will reduce the district's FSP funding for the school year following the school year in which the first payment requiring an FSP reduction is made to the former superintendent. The commissioner also will reduce the district's FSP funding in the school year following each school year that any additional payment requiring an FSP reduction is made to the former superintendent. If a district's liability to the state exceeds the total of the district's estimated payments of FSP funding for the remainder of the school

year, the district is subject to reductions in its FSP funding for subsequent school years until the liability has been fully liquidated.

A reduction in FSP funding under these provisions does not affect a district's obligation to comply with all provisions of Education Code Chapter 48, including its obligation under that chapter to provide educational services to special populations.

19 TAC 105.1021(c); Education Code 11.201(c)

Dr. Melissa Kates
General Counsel
2602 S. Belt Line Rd.
Grand Prairie, TX 75052
972-237-5300
melissa.kates@gpisd.org

October 25, 2024

Sent By Email:
Thomas@chartsfieldlaw.com;
Cory@chartsfieldlaw.com
Dr. Jorge L. Arredondo
c/o Thomas J. Fisher and Cory Hartsfield
Cory Hartsfield PC Law Firm
1701 W. Northwest Highway, Suite 100
Grapevine, Texas 76051

mnix@lynnllp.com
Mary Goodrich Nix
Lynn Pinker Hurst & Schwegmann, LLP
2100 Ross Avenue, Suite 2700
Dallas, TX 75201

Re: Level Three Board Hearing

Dear Dr. Arredondo:

On October 9, 2024, Grand Prairie Independent School District received a copy of a DGBA (Local) Grievance Level 1 Employee Complaint that you submitted. In the October 9, 2024 Grievance, you designated attorneys Thomas J. Fisher and Cory Hartsfield of Cory Hartsfield PC as your representatives who would be participating in person or by telephone at any grievance hearing. In the October 9, 2024 Grievance you stated that you "have attempted to negotiate with the board for a reasonable resolution" through your counsel. Because you were represented by counsel in your October 9, 2024 Grievance and you discussed efforts to negotiate a resolution through counsel, Grand Prairie ISD submitted the October 9, 2024 Grievance to attorneys at Walsh, Gallegos, Kyle, Robinson & Roalson, P.C., for further consultation with Mr. Fisher and Mr. Hartsfield.

It is the District's understanding that the October 9, 2024 Grievance was not resolved, and you have not withdrawn your grievance. Because your October 9, 2024 Grievance complained about actions and decisions of the District's Board of Trustees and only the Board can grant the relief you seek, the grievance must be heard beginning at a Level Three hearing before the Board in accordance with Board policy DGBA (Local).

This letter therefore serves to notify you that the Grand Prairie Independent School District Board of Trustees will place your October 9, 2024 Grievance on the Agenda for its called board meeting scheduled for November 14, 2024 at 5:30 p.m. The in-person hearing will be held at the Grand Prairie ISD Education Center, located at 2602 S. Belt Line Road, Grand Prairie, Texas 75052 at 5:30 p.m. After the Board adjourns to closed session, someone will notify you when the Board is ready for your hearing. Since your October 9, 2024 Grievance must start at Level Three, please submit any documents that you want the Board to consider at the Level Three hearing to me by email no later than November 11, 2024, three District business days prior to the scheduled hearing. Grand Prairie ISD will provide you any documents it intends to submit to the Board for consideration by November 11, 2024 as well.

EXHIBIT L

Exhibit E

Please note that for a Level 3 Grievance hearing, you have 10 minutes to present your case to the Board and then administration will have 10 minutes. The Board may then ask you or administration questions. If you believe you will need more time, you may ask the Board to consider the request at the November 14, 2024 Level Three Hearing.

Please do not hesitate to submit questions about your November 14, 2024, Level Three Hearing before the District's Board of Trustees.

Sincerely,

Melissa Kates, Ed.D., J.D.
General Counsel

cc: Amber Moffitt, Grand Prairie ISD Board President
Carlos Lopez, Thompson & Horton LLP (Email Delivery)
Kathryn Long, Thompson & Horton LLP (Email Delivery)

Grand Prairie Independent School District
Public Notice of Special Meeting

A Special Meeting of the Board of Trustees of **Grand Prairie Independent School District** will be held Tuesday, October 29, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
   B. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including, but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
      1. Cause No. DC 24-18108; *Arredondo v. Grand Prairie ISD, et.al.*
3. **RECONVENE IN OPEN SESSION**
4. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee before the Board reconvenes from Closed Session. The Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
5. **ADJOURNMENT**

Notice is hereby given that a Special Meeting of the Board of Education of the Grand Prairie Independent School District will be held at the time and place listed. If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f).Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

This notice was posted in compliance with the Texas Open Meetings Act on October 25, 2024 @ 4:00 p.m.

Agenda of Special Meeting

The Board of Trustees
Grand Prairie Independent School District

A Special Meeting of the Board of Trustees of Grand Prairie Independent School District will be held October 29, 2024, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, Texas 75052.

The subjects to be discussed or considered are as listed below. Items do not have to be taken in the order shown on this meeting notice.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
   A. Personnel Matters (§ 551.074)
   Appointments, Discipline, Dismissals, Duties, Employment, Employment Contracts, Evaluations, Extensions, Leaves of Absence, Nonrenewals, Proposals for Nonrenewals, Renewals, Reassignments, Retirements, Job Abandonment, Terminations, Proposed Terminations, Requests for Leave of Absence, Requests for Extended Leave Without Pay, Proposed Suspension Without Pay, Resignations, and Settlements, for Superintendent, Administrators, Principals, Teachers and/or other employees.
   B. Consultation with Attorney (§ 551.071)
   Consultation with the attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney's duty to the district, pursuant to the code of professional responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act, or on a matter which the attorney determines should be confidential, including, but not limited to, contract negotiations in accordance with the Texas Government Code §§ 551.071, 551.082, 551.0821, 551.087.
      1. Cause No. DC 24-18108; *Arredondo v. Grand Prairie ISD, et.al.*
3. **RECONVENE IN OPEN SESSION**
4. **OPEN FORUM FOR AGENDA ITEMS**
   A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee before the Board reconvenes from Closed Session. The Open Forum is limited to agenda items other than personnel, public officers, and individual/specific students. Speakers will be limited to three (3) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.
5. **ADJOURNMENT**

Suspension Without Pay

A board may, for good cause as determined by the board, suspend an employee without pay:

1. Pending discharge, or
2. In lieu of termination.

The suspension may not extend beyond the end of the school year.

Education Code 21.211(b)

Back Pay

If an employee is not discharged after being suspended without pay pending discharge, the employee is entitled to back pay for the period of suspension. *Education Code 21.211(c)*

Grounds for Dismissal

A board may terminate a term contract and discharge a term contract employee at any time for:

1. Good cause as determined by the board; or
2. A financial exigency that requires a reduction in personnel.

Education Code 21.211(a)

Notice

Before any term contract employee is dismissed for good cause, the employee shall be given reasonable notice in writing of the charges against him or her and an explanation of a district's evidence, set out in sufficient detail to fairly enable the employee to show any error that may exist. *Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985)*

Hearing

If a term contract employee desires a hearing before an independent hearing examiner, the employee must file a written request with the commissioner of education not later than the 15th day after the date the employee receives notice of the proposed termination or suspension without pay. The employee must provide a district with a copy of the request and must provide the commissioner with a copy of the notice.

The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing.

Education Code 21.251(a), .253 [See DFD]

Financial Exigency

An employee who is protesting proposed action to terminate a term contract at any time on the basis of a financial exigency declared under Education Code 44.011 [see CEA] that requires a reduction in personnel must notify the board in writing not later than the tenth day after the date the employee receives notice of the proposed action. The employee is entitled to a hearing in the manner provided under Education Code 21.207 for nonrenewal of a term contract

EXHIBIT N

[see DFBB] or a hearing under Education Code Chapter 21, Subchapter F, as determined by the board. *Education Code 21.159*

Report by Principal

The principal of a district, including a district of innovation, must notify the superintendent not later than the seventh business day after the date of an educator's termination of employment following an alleged incident of misconduct described by Education Code 21.006(b) [see DP]. *Education Code 21.006(b-2); 19 TAC 249.14(e)*

Time Limits for Oral Argument

The Board shall consider the hearing examiner's record and recommendation at the first Board meeting for which notice can be posted in compliance with the open meetings laws.

The Board shall allow ten minutes per party for oral argument. Administration shall be offered the opportunity to present argument first and may use a portion of the designated time for rebuttal after the other party has presented argument.

The Board reserves the right to grant additional time in equal amount to both parties, depending on the complexity of the issues and solely at the Board's discretion.

Applicability

This hearing process applies only if an employee requests a hearing after receiving notice of a proposed decision to:

1. Terminate a continuing contract at any time, except as provided below;
2. Terminate a probationary or term contract before the end of the contract period, except as provided below; or
3. Suspend without pay.

Exception

This hearing process does not apply to a decision to:

1. Terminate a probationary contract at the end of the contract term;
2. Not renew a term contract, unless the Board has adopted this process for nonrenewals; or
3. Terminate a probationary or term contract before the end of the contract period or terminate a continuing contract at any time, based on a financial exigency declared under Education Code 44.011 [see CEA] that requires a reduction in personnel, unless the Board has decided to use this hearing process.

Education Code 21.251

Request for Hearing

Not later than the 15th day after the date the employee receives notice of one of the proposed contract actions listed above, the employee must file a written request with the Commissioner for a hearing before a hearing examiner. The employee must provide the District with a copy of the request and must provide the Commissioner with a copy of the notice. The parties may agree in writing to extend by not more than ten days the deadline for requesting a hearing. *Education Code 21.253*

Assignment of Hearing Examiner by Agreement

The parties may agree to select a hearing examiner from the list maintained by the Commissioner or a person who is not certified to serve as a hearing examiner, provided that person is licensed to practice law in Texas. If the parties agree on a hearing examiner the parties shall, before the date the Commissioner is permitted to assign a hearing examiner, notify the Commissioner in writing of the agreement, including the name of the hearing examiner selected.

By Appointment

If the parties do not select a hearing examiner by agreement, the Commissioner shall assign the hearing examiner not earlier than the sixth business day and not later than the tenth business day after the date on which the Commissioner receives the request for a

hearing. When a hearing examiner has been assigned, the Commissioner shall notify the parties immediately.

Rejection

The parties may agree to reject a hearing examiner for any reason and either party is entitled to reject an assigned hearing examiner for cause. A rejection must be in writing and filed with the Commissioner not later than the third day after the date of notification of the hearing examiner's assignment. If the parties agree to reject the hearing examiner or if the Commissioner determines that one party has good cause for the rejection, the Commissioner shall assign another hearing examiner.

Finality of Decision

After the employee receives notice of the proposed contract action, the parties may agree in writing that the hearing examiner's decision be final and nonappealable on all or some issues.

Education Code 21.254

Powers of Hearing Examiner

The hearing examiner may issue subpoenas, administer oaths, rule on motions and the admissibility of evidence, maintain decorum, schedule and recess the proceedings, allow the parties to take depositions or use other means of discovery, and make any other orders as provided by Commissioner rule.

Conduct of Hearing

The hearing and any depositions must be held within the geographical boundaries of the District or at the regional education service center that serves the District.

Education Code 21.255

Schedule Restriction

A hearing before a hearing examiner may not be held on a Saturday, Sunday, or a state or federal holiday, unless all parties agree. *Education Code 21.257(c)*

Private

A hearing before a hearing examiner shall be private unless the employee makes a written request for a public hearing.

Exception

If necessary to maintain decorum, the hearing examiner may close a hearing that an employee has requested be public.

Protection of Witnesses

To protect the privacy of a witness who is a child, the hearing examiner may close the hearing to receive the testimony or order that the testimony be presented by procedures in Article 38.071, Code of Criminal Procedure.

Employee Rights

At the hearing, the employee has the right to:

1. Be represented by a representative of the employee's choice;
2. Hear the evidence on which the charges are based;
3. Cross-examine each adverse witness; and

4. Present evidence.

The hearing is not subject to the Administrative Procedure Act.

The hearing shall be conducted in the same manner as a trial without a jury in state district court. A certified shorthand reporter shall record the hearing.

Evidence

The Texas Rules of Civil Evidence shall apply at the hearing. An evaluation or appraisal of the teacher is presumed to be admissible at the hearing. The hearing examiner's findings of fact and conclusions of law shall be presumed to be based only on admissible evidence.

Burden of Proof

The District has the burden of proof by a preponderance of the evidence at the hearing.

Education Code 21.256

Costs

The District shall bear the cost of the services of the hearing examiner and certified shorthand reporter and the production of any original hearing transcript. Each party shall bear its costs of discovery, if any, and its attorney's fees. *Education Code 21.255(e)*

Recommendation

Not later than the 60th day after the date on which the Commissioner receives a request for a hearing before a hearing examiner, the hearing examiner shall complete the hearing and make a written recommendation. The recommendation must include findings of fact and conclusions of law. The recommendation may include a proposal for granting relief, including reinstatement, back pay, or employment benefits. The proposal for relief may not include attorney's fees or other costs associated with the hearing or appeals from the hearing. The hearing examiner shall send a copy of the recommendation to each party, the Board President, and the Commissioner.

Waiver of Deadline

The parties may agree in writing to extend by not more than 45 days the right to a recommendation by the date specified above.

Education Code 21.257

Consideration

The Board or a designated subcommittee shall consider the hearing examiner's record and recommendation at the first Board meeting for which notice can be posted in compliance with the open meetings laws. The meeting must be held not later than the 20th day after the date that the Board President receives the hearing examiner's recommendation and record.

Oral Argument and Recording

At the meeting, the Board or subcommittee shall allow each party to present an oral argument to the Board or subcommittee. The

Board may, by written policy, limit the amount of time for oral argument, provided equal time is allotted each party. A certified shorthand reporter shall record any such oral argument.

Legal Advice

The Board or subcommittee may obtain advice from an attorney who has not been involved in the proceedings.

Education Code 21.258, .260

Decision

Not later than the tenth day after the date on which the meeting to consider the hearing examiner's recommendation is held, the Board or subcommittee shall announce its decision, which must include findings of fact and conclusions of law, and may include a grant of relief.

The Board or subcommittee may adopt, reject, or change the hearing examiner's conclusions of law or proposal for granting relief. A determination by the hearing examiner regarding good cause for the suspension of an employee without pay or the termination of a probationary, continuing, or term contract is a conclusion of law and may be adopted, rejected, or changed by the Board or Board subcommittee.

The Board may reject or change a finding of fact made by the hearing examiner:

1. Only after reviewing the record of the proceedings; and
2. Only if the finding of fact is not supported by substantial evidence.

The Board or subcommittee shall state in writing the reason for and legal basis for a change or rejection.

Education Code 21.257, .259

Recording

A certified shorthand reporter shall record the announcement of the decision. The District shall bear the cost of the reporter's services. *Education Code 21.260*

Record of Proceedings

The Commissioner shall consider the appeal solely on the basis of the local record and may not consider any additional evidence or issue. *Education Code 21.301(c)*

The record of the proceedings before the independent hearing examiner shall include:

1. The transcripts of proceedings at the local level;
2. All evidence admitted;
3. All offers of proof;

4. All written pleadings, motions, and intermediate rulings;
5. A description of matters officially noticed;
6. If applicable, the recommendation of the independent hearing examiner;
7. The transcript of the oral argument before the Board or Board subcommittee;
8. The decision of the Board or Board subcommittee; and
9. If applicable, the Board or Board subcommittee's written reasons for changing the recommendation of the independent hearing examiner.

19 TAC 157.1072(e)

Suspension with Pay A term contract employee may be suspended with pay and placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension.

Exhibit Q

Written Evaluation

The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals.

The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in a closed meeting, unless the Superintendent requests that the discussion be open.

Informal Evaluation

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

Employment and Evaluation

The board shall adopt a policy providing for the employment and duties of district personnel. The employment policy must provide that the board employs and evaluates the superintendent. *Education Code 11.1513(a)(1)* [See DC]

Appraisal Process

A board shall appraise a superintendent annually using either:

1. The commissioner of education's recommended appraisal process and criteria; or
2. An appraisal process and performance criteria that are:
   a. Developed by the district in consultation with the district- and campus-level committees; and
   b. Adopted by the board.

Education Code 21.354(c)

In addition to other procedures and criteria determined by the board, the commissioner's recommended appraisal process and criteria shall include, at a minimum, an annual evaluation of the superintendent and a student performance domain. Completion of the Lone Star Governance superintendent evaluation may satisfy these requirements. *19 TAC 150.1031(b)–(c)*

Annual Performance Report

The information in the annual report describing the educational performance of a district [see AIB] shall be a primary consideration of the board in evaluating the superintendent. *Education Code 39.307(3)(C)*

Penalty for Noncompliance

Funds of the district may not be used to pay a superintendent who has not been appraised in the preceding 15 months. *Education Code 21.354(d)*

Confidentiality

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act, Government Code Chapter 552. *Education Code 21.355* [For disclosure requirements on evaluations, see GBA.]

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Stefani Simpson on behalf of Kathryn Long
Bar No. 24041679
ssimpson@thompsonhorton.com
Envelope ID: 93880143
Filing Code Description: Response
Filing Description: TO PLTF'S TRO
Status as of 11/4/2024 11:54 AM CST

Associated Case Party: GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Name	BarNumber	Email	TimestampSubmitted	Status
Carlos G.Lopez		clopez@thompsonhorton.com	11/4/2024 10:16:34 AM	SENT
Kathryn E. Long		klong@thompsonhorton.com	11/4/2024 10:16:34 AM	SENT
Stefani Simpson		Ssimpson@thompsonhorton.com	11/4/2024 10:16:34 AM	SENT
Emily Adams		eadams@thompsonhorton.com	11/4/2024 10:16:34 AM	SENT
Mindy Irvin		MIrvin@thompsonhorton.com	11/4/2024 10:16:34 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Beverly Congdon		bcongdon@lynnllp.com	11/4/2024 10:16:34 AM	SENT
Tonia Ashworth		tashworth@lynnllp.com	11/4/2024 10:16:34 AM	SENT
Meredith Walker		mwalker@wabsa.com	11/4/2024 10:16:34 AM	SENT
Cynthia Osborne		cosborne@wabsa.com	11/4/2024 10:16:34 AM	SENT
Anjela Young		ayoung@wabsa.com	11/4/2024 10:16:34 AM	SENT
Jerome Patterson		jpatterson@wabsa.com	11/4/2024 10:16:34 AM	SENT
Terra Slusher		tslusher@lynnllp.com	11/4/2024 10:16:34 AM	SENT
Kaitlyn Porter		kporter@thompsonhorton.com	11/4/2024 10:16:34 AM	SENT

Associated Case Party: JORGEL.ARREDONDO

Name	BarNumber	Email	TimestampSubmitted	Status
Chelsea Till		ctill@lynnllp.com	11/4/2024 10:16:34 AM	SENT
Mary Nix		mnix@lynnllp.com	11/4/2024 10:16:34 AM	SENT

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Stefani Simpson on behalf of Kathryn Long
Bar No. 24041679
ssimpson@thompsonhorton.com
Envelope ID: 93880143
Filing Code Description: Response
Filing Description: TO PLTF'S TRO
Status as of 11/4/2024 11:54 AM CST

Associated Case Party: JORGEL.ARREDONDO

Mary Nix		mnix@lynnllp.com	11/4/2024 10:16:34 AM	SENT
Jamie R.Drillette		jdrillette@lynnllp.com	11/4/2024 10:16:34 AM	SENT