

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

JOE MARTIN BRAVO,

Plaintiff,

v.

DALLAS INDEPENDENT SCHOOL
DISTRICT,

Defendant.

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CIVIL ACTION NO. 3:23-cv-01596-K

**DEFENDANT DALLAS INDEPENDENT SCHOOL DISTRICT’S ANSWER
TO PLAINTIFF JOE MARTIN BRAVO’S FIRST AMENDED COMPLAINT**

TO THE HONORABLE ED KINKEADE, UNITED STATES DISTRICT JUDGE:

Defendant Dallas Independent School District (“Dallas ISD” or the “District”) files its Answer to Plaintiff Joe Martin Bravo’s (“Bravo”) First Amended Complaint (the “Complaint”).

The format of this Answer corresponds to the headings and paragraph numbering of the Complaint. References to the headings or paragraph numbers in the Complaint are not to be deemed as an agreement with any assertion set forth in the Complaint, but are solely intended to provide the Court with an accurate point of reference. Dallas ISD responds in a manner that corresponds to each of the paragraphs in the Complaint as follows:

I. NATURE AND PURPOSE OF THE ACTION

1. Dallas ISD admits that Bravo asserts a claim against the District under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.*, but denies that he makes any cognizable claim under this statute. Dallas ISD denies the remaining allegations in Paragraph 1 of the Complaint. Specifically, Dallas ISD denies that Bravo continues to assert a claim against

the District under 42 U.S.C. § 1981 as Bravo deleted that claim when he amended his pleading and filed this Complaint.

II. JURISDICTION AND VENUE

2. Dallas ISD admits that this Court has original jurisdiction with respect to the Title VII claim asserted against it in the Complaint.

3. Dallas ISD admits that venue is appropriate in this Court.

III. PARTIES

4. Dallas ISD is without sufficient information to admit or deny the allegations in Paragraph 4 of the Complaint. Thus, these allegations are denied.

5. Dallas ISD admits that it is a school district organized under the laws of the State of Texas, its headquarters is located at 9400 N. Central Expressway, Dallas, Texas 75231, and Dr. Stephanie S. Elizalde serves as the District's Superintendent. Dallas ISD denies the remaining allegations in Paragraph 5 of the Complaint.

6. Dallas ISD admits that Bravo filed a charge of discrimination with the Equal Employment Opportunity Commission (the "EEOC"). Dallas ISD admits that the EEOC issued a Notice of Right to Sue to Bravo, dated April 20, 2023, a copy of which was attached as Exhibit 1 to Bravo's Original Complaint, but denies that a copy of the Notice of Right to Sue is attached as Exhibit 1 to Bravo's First Amended Complaint. The Notice of Right to Sue speaks for itself. Dallas ISD denies the remaining allegations in Paragraph 6 of the Complaint.

V. FACTS¹

7. Dallas ISD is without sufficient information to admit or deny the allegations in Paragraph 7 of the Complaint. Thus, these allegations are denied.

¹ Although the "Facts" section of the Complaint is the fourth labeled section of the pleading, the Complaint labels the "Facts" section as Roman numeral V.

8. Dallas ISD admits that it first employed Bravo as a teacher intern under the District's Alternative Certification Program in the 2015–2016 school year. Dallas ISD also admits that it employed Bravo under educator probationary contracts in the 2016–2017 and 2017–2018 school years and under educator term contracts from 2018 through the present. Dallas ISD admits that Bravo received state educator certification through the Alternative Certification Program. Dallas ISD denies the remaining allegations in Paragraph 8 of the Complaint.

9. Dallas ISD admits that during the 2021–2022 school year, Bravo taught Investigating Careers to middle school students at Raul Quintanilla Sr. Middle School STEAM Academy (“Quintanilla”), located at 2700 Remond Drive, Dallas, Texas 75211 in the Oak Cliff neighborhood. The 2022–2023 Quintanilla Data Packet speaks for itself. Dallas ISD denies any remaining allegations in Paragraph 9 of the Complaint.

10. Dallas ISD admits that Tameca Ward served as the Principal at Quintanilla in the 2021–2022 school year, and that on or around April 8, 2022, Ward and Assistant Principal Gregory Willis met with Bravo regarding reports by multiple students whom Bravo taught that he made inappropriate and degrading comments in front of students about members of the African-American and Hispanic communities. Dallas ISD also admits that in the meeting with Ward and Willis, Bravo denied he said anything offensive to his students. Dallas ISD denies that Ward failed to provide Bravo with any information regarding the students' allegations. Dallas ISD also denies that Ward exhibited a cold demeanor toward Bravo. Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 10 of the Complaint. Thus, these allegations are denied.

11. Dallas ISD admits that on or about April 11, 2022, the District placed Bravo on paid administrative leave, in the best interest of the District, based on students' reports that Bravo

made inappropriate and demeaning remarks in class about members of the African-American and Hispanic communities. Dallas ISD also admits that Ward requested that Bravo be placed on administrative leave. Dallas ISD admits that Bryan Hill, an investigator in the District's Professional Standards Office ("PSO"), asked Bravo to provide a written statement regarding the allegations. The written description of the allegations that Hill provided to Bravo, which Paragraph 11 quotes in part, speaks for itself. Dallas ISD denies any remaining allegations in Paragraph 11 of the Complaint.

12. Dallas ISD admits that on or about April 14, 2022, Bravo provided a written statement to the District in response to the allegations against him. Bravo's statement speaks for itself. Sections of the Texas Education Code and the Texas Administrative Code cited in Footnote 1 to Paragraph 12 of the Complaint also speak for themselves. Dallas ISD denies that Bravo had "only scant information about the allegations" and that Bravo's communications with Hill were Dallas ISD's only "inquiry into this matter with Bravo." Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 12 of the Complaint. Thus, these allegations are denied.

13. Dallas ISD admits that on May 25, 2022, the District notified Bravo that a report would be made to the State Board for Educator Certification ("SBEC") regarding inappropriate comments directed at students regarding race, color, and economic status. The notice speaks for itself. Dallas ISD also admits that on May 27, 2022 the District notified Bravo regarding the closure and outcome of the investigation and that he could request a copy of the investigation report through a public information request. The May 27, 2022 letter speaks for itself. Dallas ISD denies the remaining allegations in Paragraph 13 of the Complaint.

14. Dallas ISD denies that it “made no concerted effort to hear [Bravo’s] side of the matter.” Dallas ISD denies that Bravo received “scant information about the allegations.” Dallas ISD also denies that Bravo was “falsely accused of making racially-charged comments in his classroom.” Dallas ISD denies that it did not provide Bravo a way to “to discover the cause or source of the allegations or to defend himself.” Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 14 of the Complaint. Thus, these allegations are denied.

15. Dallas ISD admits that Ward is an African-American female. The demographic data in the Quintanilla Data Packets cited in Paragraph 15 of the Complaint speaks for itself. Dallas ISD specifically denies that Ward was “the main catalyst for opening this investigation.” Dallas ISD is without sufficient information to admit or deny the allegations in Paragraph 15 regarding Bravo’s alleged communications with colleagues. Thus, these allegations are denied. Dallas ISD denies the remaining allegations in Paragraph 15 and Footnote 2 of the Complaint.

16. Dallas ISD admits that on May 30, 2022 Bravo filed a Discrimination/Harassment Complaint Form with the District. Bravo’s Complaint Form speaks for itself. Dallas ISD denies that the allegations in the Complaint Form had any merit. Dallas ISD also denies that Ward fabricated or contrived allegations against Bravo or prompted students to make fabricated allegations against him. Dallas ISD is without sufficient information to admit or deny the allegations in Paragraph 16 of the Complaint regarding Bravo’s beliefs. Thus, these allegations are denied. Dallas ISD denies the remaining allegations in Paragraph 16.

17. Dallas ISD admits that Bravo made a request for information to the District under the Texas Public Information Act (“PIA”). Bravo’s request for information speaks for itself. Dallas ISD admits that the District responded to Bravo’s request for information in accordance with the

PIA, and produced a redacted copy of the Administrator's Investigation report (the "AI Report") regarding the allegations against Bravo. The AI Report and the other documents produced as part of the District's response to Bravo's request for information speak for themselves. Dallas ISD admits that Quintanilla Assistant Principal Roger Ceballos reported to Ward, and that Ceballos has never spoken with Bravo at length. Dallas ISD admits that Bravo spoke with Ward and Willis regarding the students' reports that he made inappropriate and derogatory comments in class about members of the African-American and Hispanic communities, and in that meeting, Bravo stated that statistics for African-American and Hispanic students "don't look good," that many of Bravo's students "don't understand what it takes to leave their neighborhood," and that the "statistics are not promising." The District specifically denies that Ceballos made a false statement about a meeting with Bravo in the District's files, independently or under Ward's direction, and also denies the implication that Ward directed Ceballos to make any false statement. Dallas ISD denies that Ward filed a report with Child Protective Services ("CPS") in April 2022 regarding Bravo. Dallas ISD also denies the implication in Paragraph 17 of the Complaint that no District employee made a report to CPS in April 2022 regarding Bravo's alleged classroom misconduct. The District is without sufficient information to admit or deny the allegations in Paragraph 17 and Footnote 3 of the Complaint regarding CPS's actions, Bravo's communications with CPS, and Bravo's personal beliefs and opinions. Therefore, these allegations are denied. Dallas ISD denies any remaining allegations in Paragraph 17 and Footnotes 3 and 4 to the Complaint.

18. Dallas ISD admits that on or about May 11, 2022, Ward administratively recommended to the District's Legal Review Committee (the "LRC") in writing that Bravo's employment contract be non-renewed/terminated. Ward's written administrative recommendation to the LRC, which Paragraph 18 of the Complaint quotes in part, speaks for itself. Dallas ISD also

admits that one of the duties of a middle school campus principal is to direct and manage personnel decisions at the campus as set forth in Footnote 5 of the Complaint, but denies any implication that a middle school principal is a final decisionmaker regarding personnel decisions or can do more than administratively recommend a non-renewal or termination. Dallas ISD admits that Bravo spoke with Ward regarding Quintanilla's "statistical data" but denies that Ward's description of her conversation with Bravo, in the AI Report or elsewhere, was misleading. The AI Report and the District's August 2, 2022 letter to Bravo notifying him that the District recommended that Bravo's employment contract be terminated, referenced in Footnote 6, speak for themselves. Dallas ISD denies that Bravo "violated [Dallas ISD's] standards of conduct" because he "broach[ed] the subject of the demographic data." Dallas ISD also denies that the District relied on Ceballos's account of a conversation with Bravo in recommending the termination of Bravo's employment contract. Dallas ISD denies any remaining allegations in Paragraph 18 and Footnote 6.

19. Dallas ISD admits that an attorney representing Bravo made a request for information under the PIA to the District. Bravo's attorney's request for information speaks for itself. Dallas ISD admits that in response to the request and in accordance with the PIA and the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the District produced redacted copies of statements provided by Bravo's students in the April 2022 investigation of alleged misconduct by Bravo. The District also admits that Bravo filed a lawsuit against it under the PIA. The allegations in the lawsuit speak for themselves. Dallas ISD admits that in September 2022, in accordance with an agreement with Bravo, it produced to him redacted and retyped copies of statements given by six students, to preserve student confidentiality. The students' statements speak for themselves. Dallas ISD also admits that the six students who provided statements to

Dallas ISD in the April 2022 investigation did not previously submit other written complaints to the District regarding Bravo's conduct. Dallas ISD denies that Ward took the statements from the students. Dallas ISD also denies that it did not attempt to question any other students taught by Bravo aside from the students who initially reported that he engaged in inappropriate conduct. Dallas ISD denies that Bravo's lawsuit for mandamus under the PIA had merit. Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 19 of the Complaint. Thus, those allegations are denied.

20. Dallas ISD admits that Bravo filed a state court lawsuit against the Quintanilla students who made statements during the investigation of Bravo's inappropriate conduct and asserted defamation claims against them. Dallas ISD also admits that it filed a motion to quash and for a protective order in response to a subpoena duces tecum for student information that Bravo served on the District in the state court lawsuit. Dallas ISD denies that Bravo's subpoena on the District for student information was meritorious or that he was entitled to such information. Dallas ISD denies that Bravo obtained the names of the student-accusers from the District in response to the subpoena. Dallas ISD also denies any implication in Paragraph 20 of the Complaint that it did anything improper with respect to its objections and response to the subpoena in Bravo's factually and legally frivolous state court lawsuit he filed against his former students or in response to the request for information. Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 20 of the Complaint. Thus, these allegations are denied.

21. Dallas ISD admits that the District did not notify Bravo regarding the renewal or non-renewal of his employment contract for the 2022–2023 school year by June 2022. Dallas ISD admits that, as a result, Bravo's contract automatically renewed for the 2022–2023 school year by operation of law and that Bravo had an employment contract with Dallas ISD under Chapter 21 of

the Texas Education Code for the 2022–2023 school year. Dallas ISD denies that the allegations of inappropriate conduct against Bravo were false. Dallas ISD also denies that it failed to respond to Bravo’s discrimination complaint. Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 21 of the Complaint regarding Bravo’s purported knowledge, conclusions, or beliefs and the basis for them. Thus, these allegations are denied.

22. Dallas ISD admits that by letter dated August 2, 2022, the District notified Bravo of the recommendation to terminate Bravo’s employment contract for good cause. The August 2, 2022 notice of recommended termination speaks for itself. Dallas ISD admits that Bravo appealed the recommended termination of his employment contract to the Texas Commissioner of Education (the “Commissioner”) under Texas Education Code Chapter 21, and that the Texas Education Agency (“TEA”) appointed an Independent Hearing Examiner (“IHE”) to hear the appeal. The District also admits that on September 28, 2022 it moved to dismiss Bravo’s appeal based on mootness after the District learned that Bravo had accepted a full-time teaching position and begun working as a teacher at the Grand Prairie Independent School District. Dallas ISD’s motion to dismiss speaks for itself. Dallas ISD admits that on September 28, 2022, the IHE dismissed the case as moot. Dallas ISD admits that, based on the IHE’s dismissal of Bravo’s appeal and the District’s knowledge of Bravo’s employment at Grand Prairie ISD, the District stopped paying Bravo’s salary in October 2022. Dallas ISD denies that payment for Bravo’s October 2022 salary remains outstanding. Dallas ISD also denies that it filed a motion to dismiss Bravo’s appeal on September 12, 2022. Dallas ISD denies that Bravo resigned from Grand Prairie ISD before he appealed the recommended termination. Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 22 of the Complaint. Therefore, these allegations are denied.

23. Dallas ISD admits that Bravo filed a petition for review with the Commissioner and asked for reinstatement of the appeal of the recommended termination of his employment contract, and that Bravo and the District filed pleadings before the Commissioner. Dallas ISD admits that on December 5, 2022, the Commissioner issued a decision. The Commissioner's decision speaks for itself. Dallas ISD admits that on February 6, 2023, Bravo filed a grievance with the District, and that on February 8, 2023, the District notified Bravo that the grievance was closed. Bravo's February 6, 2023 grievance and the District's February 8, 2023 notice are in writing and speak for themselves. Dallas ISD denies that the "Commissioner essentially indicated that the appeal should be allowed to move forward." Dallas ISD is without sufficient information to admit or deny the remaining allegations in Paragraph 23 of the Complaint. Thus, these allegations are denied.

24. Dallas ISD admits that on February 24, 2023, it provided Bravo an Educator Term Contract for the 2022–2023 school year and notified him of his assignment as a teacher at E.B. Comstock Middle School ("Comstock"), effective February 27, 2023. Dallas ISD denies that Bravo's teaching assignment at Comstock differed from his prior assignment at Quintanilla. Dallas ISD also denies that the issuance of the term contract and letter of assignment to Bravo constitute an acknowledgment "that the allegations of misconduct lacked credibility, that the [D]istrict's investigation had been lacking, and that the school district rescinded the Termination Recommendation." The District specifically denies that the reports by Bravo's students that he engaged in inappropriate conduct are not credible. The District also specifically denies that the investigation of Bravo's alleged misconduct was deficient. Dallas ISD denies that after the District provided Bravo the contract and letter of assignment for the 2022–2023 school year, it made any "announce[ment]" regarding any prior grievances filed by Bravo. The District also denies any further statement regarding Bravo's earlier non-meritorious discrimination complaint was

necessary. The District is without sufficient information to admit or deny the remaining allegations in Paragraph 24 of the Complaint regarding Bravo’s “interpret[ation]” of events. Therefore, these allegations are denied.

25. Dallas ISD admits that it paid Bravo all compensation due for the 2022–2023 school year. Dallas ISD also admits that, in accordance with applicable law, it made reports regarding Bravo’s reported classroom misconduct to SBEC and CPS. Dallas ISD denies the remaining allegations in Paragraph 25 of the Complaint.

26. Dallas ISD admits that it stopped paying Bravo’s salary in October 2022, when it learned that Bravo was receiving pay as a teacher for another school district, but denies that any compensation owed Bravo remains unpaid. Dallas ISD also denies that Ward made false allegations against Bravo. The District is without sufficient information to admit or deny the remaining allegations in Paragraph 26 of the Complaint. Therefore, these allegations are denied.

27. Dallas ISD denies the allegations in Paragraph 27 of the Complaint.

28. Dallas ISD denies the allegations in Paragraph 28 of the Complaint.

29. Dallas ISD denies the allegations in Paragraph 29 of the Complaint.

30. Dallas ISD denies the allegations in Paragraph 30 of the Complaint.

VI. CAUSE OF ACTION

Discrimination Based on Race, Ethnicity, and/or National Origin Under the Civil Rights Act of 1964, 42 U.S.C. §§ 2200e et seq.

31. Dallas ISD incorporates its answers in the preceding paragraphs as though fully stated herein.

32. The Civil Rights Act of 1964 speaks for itself.

33. Dallas ISD admits that it temporarily stopped paying Bravo’s salary during the 2022–2023 school year but denies that any compensation for the 2022–2023 school year remains

unpaid. Dallas ISD specifically denies that Ward exhibited antagonism against non-African-American employees, “concocted false allegations” against Bravo, or prompted anyone to do. Dallas ISD also specifically denies that the District did nothing to investigate the allegations that Bravo engaged in inappropriate classroom conduct other than “receiving information from the principal and her assistant principal who collaborated with her.” Dallas ISD denies the remaining allegations in Paragraph 33 of the Complaint.

34. Dallas ISD denies the allegations in Paragraph 34 of the Complaint.

VII. DEMAND FOR JURY TRIAL

35. Paragraph 35 sets forth Bravo’s demand for a trial by jury and requires no response from Dallas ISD.

PRAYER

Dallas ISD denies that Bravo is entitled to any of the relief he seeks from Dallas ISD in his Prayer.

DALLAS ISD’S AFFIRMATIVE DEFENSES

By way of further answer, Dallas ISD asserts the following affirmative defenses as authorized by Rule 8(c) of the Federal Rules of Civil Procedure and reserves the right to amend its Answer with additional defenses if information obtained through discovery or otherwise merits such additional defenses. In asserting the following defenses, the District does not admit that the burden of proving the allegations or denials contained in the defenses is upon the District, but, to the contrary, asserts that the burden of proving the facts relevant to many of the defenses and the burden of proving the inverse of the allegations in many of the defenses rests with Bravo.

1. Dallas ISD affirmatively pleads that the Complaint fails to state a claim on which relief can be granted.

2. Any act or omission of Dallas ISD of which Bravo complains was unrelated to his race, ethnicity, or national origin.

3. Dallas ISD affirmatively asserts that it had legitimate non-discriminatory reasons for any employment action of which Bravo complains, including but not limited to the decisions to investigate allegations students made against Bravo, place him on paid administrative leave, make reports to CPS and SBEC, and recommend the termination of Bravo's employment contract.

4. Dallas ISD affirmatively pleads that it did not violate Bravo's rights under any federal or state law, including but not limited to Title VII.

5. Dallas ISD affirmatively pleads that, in the event a factfinder was to determine that its actions were motivated by an illegal factor, it would have made such decisions, including but not limited to the decisions to investigate allegations students made against Bravo, place him on paid administrative leave, make reports to CPS and SBEC, and recommend the termination of Bravo's employment contract, even in the absence of such factor.

6. Dallas ISD asserts that Bravo's recovery, if any, should be limited to the extent he failed to mitigate his damages.

7. Dallas ISD affirmatively pleads that Bravo's interim earnings from replacement employment, unemployment compensation, or other forms of income should be subtracted or offset from any award of damages.

8. Dallas ISD affirmatively pleads that Bravo's compensatory damages, if any, are limited by the caps contained in 42 U.S.C. § 1981a(b) and other statutory provisions.

9. Dallas ISD affirmatively pleads the statutory damages limitations.

10. Dallas ISD affirmatively invokes its ability to recover attorneys' fees for frivolous claims, including as a prevailing party under 42 U.S.C. § 1988.

11. Dallas ISD asserts that Bravo's claims are barred by any other defense which constitutes an avoidance or affirmative defense. The District reserves the right to assert additional defenses or affirmative defenses as they become apparent through discovery.

WHEREFORE, PREMISES CONSIDERED, Defendant Dallas Independent School District prays that upon hearing, this Court enter a judgment by which Plaintiff Joe Martin Bravo takes nothing by his claims. Dallas ISD further prays that this Court grant all such other and further relief, both general and special, at law or in equity, to which it may show itself to be justly entitled.

Respectfully submitted,

/s/ Oleg V. Nudelman

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document has been served upon all counsel of record via the Court's electronic filing system on this 24th day of August, 2023.

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