



December 3, 2024

***Via Email & Overnight Express Delivery to:***

[REDACTED]

Dr. Jorge L. Arredondo

[REDACTED]

Dr. Jorge L. Arredondo

[REDACTED]

***Via Email:***

[REDACTED]

Mary Goodrich Nix

Lynn Pinker Hurst & Schwegmann, LLP

[REDACTED]

***Via Email:***

[REDACTED]

Thomas J. Fisher and Cory Hartsfield  
Cory Hartsfield PC Law Firm

[REDACTED]

## **NOTICE OF PROPOSED TERMINATION OF TERM CONTRACT**

Dear Dr. Arredondo:

You are hereby notified that at a properly called and noticed meeting of the Grand Prairie Independent School District (“Grand Prairie ISD” or the “District”) Board of Trustees (the “Board”) held on December 2, 2024, that the Board voted to propose the termination of your “Contract of Employment for Superintendent” signed and dated June 24, 2024 (the “Employment Contract”)—a three-year term employment contract under Texas Education Code Chapter 21—for good cause.

The Board’s decision to propose the termination of your Employment Contract for good cause was made in accordance with the provisions of your Employment Contract, including Section 9.4 regarding *Termination of Good Cause*, Texas Education Code § 21.211(a), and Grand Prairie ISD Board Policy BJCE (LEGAL), a copy of which is attached to this letter and available online at: <https://pol.tasb.org/PolicyOnline/PolicyDetails?key=365&code=BJCE#legalTabContent>

The District is proposing your termination for the following reasons, which constitute good cause for termination under the Employment Contract, District Board Policy, and/or state law:

1. Failure to fulfill duties or responsibilities as set forth under the terms and conditions of your Employment Contract (Employment Contract, ¶ 9.4.1);
2. Insubordination or failure to comply with lawful written Board directives (Employment Contract, ¶ 9.4.3);
3. Failure to comply with Board policies or District administrative regulations (Employment Contract, ¶ 9.4.4);
4. Failure to meet the District's standards of professional conduct (Employment Contract, ¶ 9.4.10);
5. Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business (Employment Contract, ¶ 9.4.16);
6. 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 (Employment Contract, ¶ 9.4.18);
7. Failure to take reasonable steps to maintain an effective working relationship with the Board (Employment Contract, ¶ 9.4.20); and
8. Any other reason constituting "good cause" under Texas law or this Contract (Employment Contract, ¶ 9.4.21).

The specific facts underlying the grounds for the proposed termination of your Employment Contract are as follows:

- In early August 2024, the District received three written complaints regarding your conduct that generally alleged you engaged in discriminatory and retaliatory practices and created a hostile working environment.
- In accordance with Board policy DIA (Local), the Board hired an independent, third-party law firm (the "Firm") to guide the Board through the process required by DIA (Local). The Firm reviewed the complaints and conducted two initial interviews as part of an "Initial Assessment" as required by DIA (Local). The Firm determined that the allegations, if proved, would constitute prohibited conduct as defined in DIA (Local).
- On September 4, 2024, the Firm presented the findings of the "Initial Assessment" to the Board in closed session. Because the alleged conduct, if proven, would

constitute prohibited conduct under DIA (Local), the Board was required to ensure an investigation was conducted.

- The Firm continued its investigation, 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. After Dr. Arredondo's interview, the Firm afforded Dr. Arredondo an additional week to provide documentation or additional information he believed the Firm needed to review as part of the investigation. The Firm completed the investigation and prepared a written investigation summary/report.
- On October 2, 2024, the Firm met with the Board in closed session and provided the Board with a copy of the investigation summary/report and discussed the findings of the investigation with the Board, which substantiated that Dr. Arredondo had engaged in conduct prohibited by DIA (Local) and violated the District's Standards of Professional Conduct in Board Policy DH (Local) and the Educators' Code of Ethics in Board Policy DH (Exhibit).
- Since October 2, 2024, the Board has met with Dr. Arredondo in closed session with his counsel present, and the Board has reviewed the complete written investigation summary/report.
- The investigation conducted by the Firm generally found that you engaged in the following conduct which violates your Employment Contract and District policy.
  - "Different treatment of SLT members based on race and/or sex. Credible evidence supports the conclusion that [you] engaged in harassing verbal communications and discriminatory treatment towards non-Hispanic female employees, resulting in a disparate and negative impact to non-Hispanic female employees."
  - "[You] engaged in a pattern of harassing communication toward non-Hispanic female administrators that has created a threatening work environment and caused irreparable damage to [your] working relationships with a majority of the [Senior Leadership Team] members and other central office staff, as well as campus administrators. The harassing communications identified did not occur in a singular incident but in a series of escalating incidents over a period of two months. These incidents were intense and frequent enough to cause a significant deterioration of the [Senior Leadership Team] and central office working environment in that short period of time."
  - "Credible evidence . . . supports the conclusion that [you] held different performance expectations for female, non-Hispanic [Senior Leadership Team] members than for others."

- While the Firm’s investigation did not reveal sufficient evidence to conclude that you reassigned [REDACTED] duties based on race, the investigation found that “the reason for reassignment” you provided was “not credible and could be shown to be a pretext for another motivation” and that the “lack of due diligence and continued harassment”—which the investigation concluded supports a “claim of a deliberately hostile work environment”—“could lead to a finding that the decision was arbitrary and capricious and motivated by an unlawful consideration, such as race or sex.”
- “[C]redible evidence supports that [you] engaged in unprofessional or inappropriate communication towards certain campus principals[.]”
- “Numerous [Senior Leadership Team] members . . . specifically expressed their concern for the health and wellbeing” of two of the complainants and another female Senior Leadership Team member and [REDACTED] “noting that they had observed a change in demeanor, crying or appearing upset, significant stress in their daily interactions, and reports of physical illness.”
- Your “communications toward certain [Senior Leadership Team] members, central office administrators, and campus principals violated the District’s Standards of Professional Conduct in Board Policy DH (Local) and the Educators’ Code of Ethics in Board Policy DH (EXHIBIT).”
- You were “untruthful during [your] interview” with the Firm during the investigation.
- You were unwilling or unable to “engage in any genuine discussion about [your] communications or behavior or reflect upon [your] behavior that may have contributed to this situation.”
- At no point during the investigation or since it has concluded, have you expressed any sense of ownership of, reflection upon, or responsibility or accountability for the unsustainable environment you cultivated with your Senior Leadership Team. And you have provided the Board with no indication that you can identify the problem or have any plan to ameliorate the problem.
- Beyond the investigation, you have fostered poor working relationships with your Senior Leadership Team and the Board in a manner that is antithetical to the best interests of Grand Prairie ISD and render you ineffective to serve as the Superintendent for Grand Prairie ISD.
- In sum, in the two months of your tenure with the District, before being placed on administrative leave with pay, your conduct violated Board Policies DIA (Local), DH (Local), and DH (Exhibit)—the Educators’ Code of Ethics, and failed to adhere

to the professional standards of conduct expected of any District employee, much less the Superintendent of Grand Prairie ISD.

To request a hearing on the Board's proposed termination of your Employment Contract, you must submit a written request to the Texas Commissioner of Education ("Commissioner") for the appointment of an independent hearing examiner and provide the Board a copy of the request no later than the 15th day after the date you receive this notice.

Such request must arrive and be stamped received in the Commissioner's office within fifteen (15) days of your receipt of this letter. Upon receipt of a timely request for appointment of a hearing examiner, a hearing before a certified hearing examiner will be scheduled by the Texas Education Agency. At this hearing, you will have the right to present witnesses, and the right to be represented by a person of your choice, including either an attorney or a union representative, if you so wish. You will also have the right to confront your accusers, and the right to cross-examine adverse witnesses.

The recommendation of the hearing examiner will be presented to the Grand Prairie Independent School District Board of Trustees for final action, as provided by the Texas Education Code. If you are not satisfied with the Board's final action, you may appeal the Board's decision to the Commissioner. If you fail to make a timely request to the Commissioner for a hearing on this proposed termination, then the Board of Trustees will vote to terminate your Employment Contract.

Please direct questions regarding the proposed termination of your Employment Contract to me as the Board President or to our legal counsel, Carlos G. Lopez and Kathryn E. Long of Thompson & Horton, LLP.

Sincerely,



Amber Moffitt  
President, Board of Trustees  
Grand Prairie ISD

Attached: Board Policy BJCE (Legal)

SUPERINTENDENT  
SUSPENSION/TERMINATION DURING CONTRACT

BJCE  
(LEGAL)

<b>Suspension Without Pay</b>	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. <i>Education Code 21.201(1), .211(b)</i>
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. <i>Education Code 21.211(c)</i>
<b>Contract Termination</b>	The board may terminate a term contract and discharge the superintendent at any time for good cause as determined by the board. <i>Education Code 21.211(a), .212(d)</i>
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. <u><i>Cleveland Bd. of Educ. v. Loudermill</i></u> , 470 U.S. 532, 546 (1985)
<b>Hearing on Proposed Suspension or Termination</b>	<p>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. <i>Education Code 21.251(a)(2)–(3)</i></p> <p>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. <i>Education Code 21.253</i> [See DFD]</p>
<b>Severance Payments</b> 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. <i>Education Code 11.201(c); 19 TAC 105.1021(a)(1)</i>

SUPERINTENDENT  
SUSPENSION/TERMINATION DURING CONTRACT

BJCE  
(LEGAL)

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)*