Manor Independent School District

Board of Trustees Meeting Agenda Item

November 16, 2026

ACTION ITEM

RE: Consideration and Approval of Educator Chapter 21 Contract Abandonment -Harold Stover

Supporting Documents:

1. Employee Letter of Resignation
2. 2026-2027 Contract
3. Email Notification to Employee from Human Resources
4. Letter to Employee from Superintendent

District Goals:

Goal 2: By 2032, Manor ISD will retain and support high-quality staff at all levels of the organization.

Bottom of Form

Background Information:

If an educator leaves employment without a release at a time when simple or unilateral resignation is not possible, the Board of Trustees can make a finding that the educator left without good cause and can subsequently submit a complaint requesting that the SBEC issue sanctions against the educator for "abandoning" the contract. According to the TEXAS ADMINISTRATIVE CODE § 249.14 (j), TEA will not pursue sanctions against an educator who is alleged to have abandoned his or her Chapter 21 contract, unless the Board of Trustees of the District:

1. submits a written complaint to the TEA staff within 30 calendar days after the effective date of the educator's separation from employment from the school district. [Unless the district and employee have a written agreement to the contrary, the effective date of separation from employment is the first day that, without district permission, the educator fails to appear for work under the contract];
2. renders a finding that good cause did not exist under the TEC;
3. submits the following required attachments to the written complaint:
    a. the educator's resignation letter, if any;
    b. the agreement with the educator regarding the effective date of separation from employment, if any;
    c. the educator's contract; and
    d. school board meeting minutes indicating a finding of "no good cause" [if the board does not meet within 30 calendar days of the educator's separation from employment, the minutes may be submitted within 10 calendar days after the next board meeting].

In accordance with the above-stated rule, should the District choose to pursue sanctions against an educator who has abandoned his/her contract, the District must make a finding that the educator resigned without "good cause," as interpreted by the TEXAS ADMINISTRATIVE CODE. The minutes of such a meeting should be attached to a letter addressed to the TEA, along with the employee's resignation letter, their contract and any written agreement regarding the effective date of the employee's resignation.

The TEXAS ADMINISTRATIVE CODE also provides six mitigating factors which may be considered in seeking, proposing, or making a decision regarding an educator who has abandoned a contract:

1. educator gave written notice to school district 30 days or more in advance of the first day of instruction for which the educator will not be present;
2. educator assisted school district in finding a replacement educator to fill the position;
3. educator continued to work until the school district hired a replacement educator;
4. educator assisted in training the replacement educator;
5. educator showed good faith in communications and negotiations with school district; or educator provided lesson plans for classes following educator's resignation.

Fiscal Implications:
N/A

Administrative Recommendation:
Render a finding that no good cause exists, as the educator did not demonstrate any of the six mitigating factors nor provide supporting documentation to accompany his resignation to support a release from contract.

Motion Language:
I move that the Board make a finding that there is no good cause to support Harold Stover's resignation from their position at Manor ISD.

Natasha Drumgoole	Dr. Robert Sormani
Contact Person	**Approved by Superintendent**