

Manor Independent School District
Board of Trustee Meeting Agenda Item
April 21, 2025

ACTION ITEM SHEET

RE: Consideration and Approval of Educator Chapter 21 Contract Abandonment

Supporting Documents:

1. Employee Letter of Resignation
2. 2024-2025 Contract
3. Email Notification to Employee from Human Resources
4. Letter to Employee from Superintendent

District Goals:

Goal 6: STAFF DEVELOPMENT- By 2026, Manor ISD will attract, develop, and retain highly effective staff
through an environment of equitable opportunity, growth & innovation.

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 her resignation to support a release from contract.

Motion Language (fill in the blank):

I move that the Board make a finding that there is not good cause to support Leland Byrd resignation from their position at Manor ISD.

Dr. Tamey Williams-Hill

Contact Person

Dr. Robert Sormani

Approved by Superintendent

EMPLOYEE SEPARATION LETTER

I understand that completing this form does not mean I have been approved to resign/retire from the district. I understand that upon approval, I will be notified when it's approved, and an exit survey will be issued.

Upon completion of the exit survey, additional information will be provided for HR and Payroll processes following separation from MISD.

Entiendo que completar este formulario no significa que se me haya aprobado para renunciar o retirarme del distrito. Entiendo que una vez aprobada, se me notificará cuando se apruebe y se emitirá una encuesta de salida.

Al completar la encuesta de salida, se proporcionará información adicional para los procesos de Recursos Humanos y Nómina luego de la separación de MISD.

<i>Full Name</i>	Leland Byrd
<i>Employee ID</i>	718913
<i>Job Title</i>	Mariachi Teacher
<i>Primary Location</i>	Manor Middle School
<i>Primary Phone number</i>	214-213-6486
<i>Personal Email Address</i>	byrdsjobhunt@gmail.com
<i>I elect to:</i> <i>Yo eligo:</i>	resign from Manor ISD on date listed below. (resignar de Manor ISD en la fecha indicada.)
<i>My effective date of my separation is:</i> <i>Mi fecha efectiva de mi separación es:</i>	05/06/2025
<i>Reason for Separation or Resignation:</i> <i>Razon de separacion o resignacion:</i>	Better Opportunity (Mejor Oportunidad)
<i>Additional details regarding your reason for separation:</i> <i>Detalles adicionales sobre el motivo de su separación:</i>	new job

To be completed by Human Resources

Reason for Separation Resignation (Timely)

HR Comments:

Attachments:

Employee Separation Letter:

Attached Workflow

Separation Letter

Current Status

Submitted

Submitted By

Leland Byrd

Submitted Date

04/24/2025 at 10:39 AM

Workflow Steps

- | | |
|---|--|
| 1 | Approved by MARCUS JONES on 04/24/2025 at 11:27 AM |
| 2 | Approved by MICHELLE ROCHA on 04/25/2025 at 2:06 PM
Comments: PC# 041157 |
| 3 | Review Group: |

PROBATIONARY CONTRACT

1. **Position.** The District agrees to employ Leland Byrd (you) as a(n) Certified Classroom Teacher.

2. **Term.** You will be employed for the 2024-2025 school year, according to the hours and dates set by the District as they exist or may hereafter be amended.

3. **Credentials and Criminal History Review.**

3.1 **Certification and Licensure Requirement.** You agree to provide, before your start date each school year, the certification, service records, licenses, and other records and information required by state and federal law, the Texas Education Agency (TEA), the State Board for Educator Certification (SBEC), or the District. You agree to maintain any applicable certification, permit or licensure requirements throughout the term of this Contract. If you fail to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Texas Education Code section 21.0031.

3.2 **Criminal History Review.** As required by law and/or the District, you agree to submit to a review of your state or national criminal history record information.

4. **Representations.**

4.1 **Beginning of Contract.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL).

4.2 **During Contract.** You agree that, during the term of this Contract, you will notify the Superintendent or designee in writing of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Texas Administrative Code § 249.16(c) or Policy DH(LOCAL). You agree to provide the notification within the time period specified in Board policy, or within seven calendar days if no time period is specified.

4.3 False Statements and Misrepresentations. You represent that any required records or information in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

5. Duties.

5.1 General Standard. You agree to perform the duties of your assigned position, as prescribed by state law and regulations and by the District, with reasonable care, skill, and diligence.

5.2 Rules. You agree to comply with all Board and District directives, state and federal laws and rules, and District policy and regulations, as they exist or may hereafter be amended.

5.3 Assignment/Reassignment. You understand that the District has the right to assign or reassign you, transfer you, and to make changes in your responsibilities and duties at any time during this Contract.

5.4 Supplemental Duty. A *supplemental duty* is a duty not included in the position that is named in paragraph 1 of this Contract. You understand that this Contract does not apply to assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in any supplemental duty. If you agree to perform a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.

6. Compensation.

6.1 Salary. The District shall pay you according to the compensation plan adopted by the Board each school year. Your salary includes consideration for all assigned responsibilities and duties of your position, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.

6.2 Furloughs. If the District implements a furlough under Texas Education Code section 21.4021, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

6.3 Annualized Salary. Your salary will be paid out over 12 months, regardless of the work schedule specified in paragraph 2.

6.4 Incentive and Performance Pay. If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.

6.5 Overpayments. You agree that you are not entitled to any fund the District overpays you and you further agree that the District may deduct any overpayments under this Contract from one or more of your paychecks.

6.6 Benefits. The District shall provide you with benefits as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

7. Other Provisions.

7.1 Equipment and Reports. You agree to satisfactorily submit or account for all grades, reports, school equipment, or other required items upon request from the District.

7.2 Special Funding. If your position is funded by grants, federal funding, or other special funding, you understand that your employment is expressly conditioned on the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal, as applicable.

7.3 Addenda. This Contract includes one or more Addenda, as follows:

(1) Addendum A: N/A

(2) Addendum B: N/A

8. Suspension. In accordance with Texas Education Code chapter 21, the District may suspend you without pay during the term of this Contract for good cause as determined by the Board.

9. Termination of Contract. This Contract will terminate, in accordance with the procedures at Texas Education Code chapter 21, if the Board determines that termination of your contract at the end of the contract period will serve the best interests of the District, or if the Board determines that good cause or a financial exigency exists. This Contract will also terminate if you provide written notice of resignation before the penalty-free resignation date (see Tex. Educ. Code § 21.105).

10. General Provisions.

10.1 Amendment. This Contract may not be amended unless you and the District agree, in writing, to an amendment.

10.2 Severability. If any provision in this Contract is held to be invalid, illegal, or unenforceable, the other provisions of the Contract will remain in full force and effect.

10.3 Entire Agreement. This Contract supersedes all existing agreements, verbal and written, between you and the District regarding your employment. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.

10.4 Applicable Law. Texas law shall govern construction of this Contract.

11. Notice to Employee. You agree to keep a current address on file with the District's human resources office. Unless Texas Education Code chapter 21 requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding your employment by hand-delivering the notice to you or by sending the notice by certified mail, regular mail, and/or express delivery service to your address of record.

12. Expiration of Offer. The offer of employment under this Contract shall expire unless you sign and return this Contract, without changes, to the Superintendent on or before 7/24/2024. If you are currently employed under a contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment will end at the conclusion of that contract.

I have read this Contract and agree to abide by its terms and conditions:

Employee: _____

Date signed: _____

Manor Independent School District



By: _____
Superintendent of Schools

Date signed: 7/22/2024

Attached Workflow

Current Status

Employee Signature

Approved

Workflow Steps

1 Signed by Leland Byrd on 07/22/2024 at 2:08 PM
Signature: Leland Byrd



Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

MID YEAR SEPARATION (MANOR MIDDLE)

10 messages

Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Wed, Apr 30, 2025 at 4:08 PM

To: Leland Byrd <leland.byrd@manorisd.net>, byrdsjobhunt@gmail.com

Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Michelle Rocha <michelle.rocha@manorisd.net>, James Quiram <james.quiram@manorisd.net>, Marcus Jones <marcus.jones@manorisd.net>

Dear Mr. Leland Byrd ,

I hope this email finds you well and I want to follow up in regards to your separation letter. Since you are under contract for the 2024-25 school year and requesting an early resignation, the district must release you from your contract .

*NOTE: Your request is scheduled to go forward to the Deputy Superintendent and Superintendent for consideration by 05/19/2025 . The Human Resources Department will provide you an update by 05/27/2025.

As a certified staff member, your contract falls under Texas Education Code 21.

Therefore, a mid-year resignation requires you to be released from your contract.

This release can only be approved by the Superintendent or their HR designee. As a general practice, the district will not release an educator until a suitable replacement is found; however, the district will post for your position. Posting the position does NOT mean you are released; only that posting is necessary to find a suitable replacement. In some situations, there may be extenuating circumstances that warrant deviating from this practice; in those cases, please discuss your situation with your supervisor. When submitting your letter of resignation, you must include a request to be released from your contract and any supporting documentation, i.e. promotional job offer letter, etc. Educators who leave without being released are considered as abandoning their contract. In cases such as these, the district can request TEA to sanction your certificate.

If you have any questions, please reach out to Michelle Rocha michelle.rocha@manorisd.net or myself, HR Data Specialist Tawynna Moore-Bell tawynna.moorebell@manorisd.net.

Respectfully,

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#ManorStrong

Tawynna Moore-Bell**HR Data Specialist**

Manor Independent School District

Phone: 512-278-4003**Email:** tawynna.moorebell@manorisd.net**Address:** 10335 US HWY 290 E | Manor TX. 78653**Website:** www.manorisd.net**Byrd, Leland - Contract & Separation Letter.pdf**
345K**Leland Byrd** <leland.byrd@manorisd.net>

Thu, May 1, 2025 at 8:23 AM

To: Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Michelle Rocha <michelle.rocha@manorisd.net>, James Quiram <james.quiram@manorisd.net>, Marcus Jones <marcus.jones@manorisd.net>, Manor ISD Payroll <payroll@manorisd.net>

Thank you for this information.

Regardless of the terms mentioned, my last day will be May 5th. I will not be providing additional documentation. Feel free to pursue sanctions with TEA.

Payroll, please keep me posted when I will get my last check via my other email address at byrdsjobhunt@gmail.com.

Take care,



#ScholarsFirst

Leland Byrd

Mariachi Teacher

Manor Independent School District

Phone: 512-278-4600**Address:** 12900 Gregg Manor Rd. | Manor, TX 78653**Website:** www.manorisd.net/Domain/18

[Quoted text hidden]

Rogelia Hernandez <rogelia.hernandez@manorisd.net>

Thu, May 1, 2025 at 9:22 AM

To: Michelle Rocha <michelle.rocha@manorisd.net>

Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Good Morning,

Campus is already working on it, but I let them know that Mr. Byrd had to be released and should continue to go to work. With this email, I will move forward with creating an assignment in frontline. Mr. Byrd states effective 5/5/25, will he be going to work on Monday or will his last day be Friday May 2nd?

Have a wonderful day!



#ManorStrong

Rogelia Hernandez
HR Substitute Specialist

Manor Independent School District

Phone: 512-278-4699 | Fax: 512-278-4003

Email: rogelia.hernandez@manorisd.net or substitutes@manorisd.net

Address: 10335 US HWY 290 E | Manor TX. 78653

Website: www.manorisd.net

On Thu, May 1, 2025 at 9:09 AM Michelle Rocha <michelle.rocha@manorisd.net> wrote:
 Hi Rogelia,

FYI- we will need a substitute.

Warmest regards,



#ManorStrong

Michelle H. Rocha**Human Resources Director**

Manor Independent School District

Phone: 512-278-4468

Email: Michelle.Rocha@manorisd.net

Address: 10335 US HWY 290 E | Manor TX. 78653

Website: www.manorisd.net

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Michelle Rocha <michelle.rocha@manorisd.net>

Thu, May 1, 2025 at 8:43 PM

To: Rogelia Hernandez <rogelia.hernandez@manorisd.net>Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Hi Rogelia,

I am not sure if he will report. Let's move forward as if he isn't so his classes have coverage.

[Quoted text hidden]

[Quoted text hidden]

Rogelia Hernandez <rogelia.hernandez@manorisd.net>

Fri, May 2, 2025 at 8:22 AM

To: Michelle Rocha <michelle.rocha@manorisd.net>Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Good Morning,

I have created the vacancy starting 5/6/25 and have been in communication with the campus for additional assistance. Tawynna is also aware of the possibility of the teacher not showing up to work on 5/5/25.

Have a wonderful day!



#ManorStrong

Rogelia Hernandez
HR Substitute Specialist

Manor Independent School District

Phone: 512-278-4699 | Fax: 512-278-4003

Email: rogelia.hernandez@manorisd.net or substitutes@manorisd.net

Address: 10335 US HWY 290 E | Manor TX. 78653

Website: www.manorisd.net



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Michelle Rocha <michelle.rocha@manorisd.net>

Fri, May 2, 2025 at 8:28 AM

To: Rogelia Hernandez <rogelia.hernandez@manorisd.net>

Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Thank you for the update.

[Quoted text hidden]

Rogelia Hernandez <rogelia.hernandez@manorisd.net>

Fri, May 2, 2025 at 8:34 AM

To: Michelle Rocha <michelle.rocha@manorisd.net>

Cc: Tamey Williams-Hill <tamey.williams-hill@manorisd.net>, Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

You're welcome

Have a wonderful day!



#ManorStrong

Rogelia Hernandez
HR Substitute Specialist

Manor Independent School District

Phone: 512-278-4699 | Fax: 512-278-4003

Email: rogelia.hernandez@manorisd.net or substitutes@manorisd.net

Address: 10335 US HWY 290 E | Manor TX. 78653

Website: www.manorisd.net



[Quoted text hidden]

Tawynna Moore-Bell <tawynna.moorebell@manorisd.net>

Fri, May 2, 2025 at 9:04 AM

To: Rogelia Hernandez <rogelia.hernandez@manorisd.net>

Cc: Michelle Rocha <michelle.rocha@manorisd.net>, Tamey Williams-Hill <tamey.williams-hill@manorisd.net>

Thank you for the update.

Respectfully,

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Human Resources Department

10335 US Hwy 290 East ☎ Manor, TX 78653 ☎ P: 512.278.4279 ☎ W: www.manorisd.net

May 7, 2025

1701 N. Congress Avenue
Austin, TX 78701

RE: Contract and Job Abandonment-Leland Byrd, Certified Teacher

Dear Texas Education Agency:

In compliance with the Texas Administrative Code and the Texas Education Code, Chapter 21, §§21.105(c), 21.160(c), or 21.210(c), and §21.4021(g), this letter serves as a written complaint against Leland Byrd from the Manor Independent School District Board of Trustees. Leland Byrd submitted his letter of resignation on April 24, 2025 with an effective date of May 6, 2025 has not been released from his contract. As of May 06, 2025, Leland Byrd has failed to appear for work under his contract.

The Board of Trustees will consider if good cause for resignation exists under the TEC, §§21.105(c)(2), 21.160(c)(2), or 21.210(c)(2). Attached to the complaint are the educator's letter of resignation, response from the Manor ISD Human Resources Department, and a copy of the educators' Chapter 21 contract. The next board meeting is scheduled for May 19, 2025 during which the Board of Trustees will render a finding. Should the board render a finding of "no good cause", Manor ISD will submit the meeting minutes within 10 calendar days after the next board meeting on June 16, 2025.

Sincerely,

Robert Sormani, EdD
Superintendent of Schools
Manor Independent School District

cc: personnel file, campus principal, employee