#### **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.

Full Name

Amanda DAY

Employee ID

897721

Job Title

ARD Facilitator

Primary Location

Special Ed Bldg

Primary Phone number

512-659-3241

Personal Email Address

amandafday66@gmail.com

I elect to: Yo eligo:

resign from Manor ISD on date listed below. (resignar de Manor ISD en la

fecha indicada.)

09/04/2025

My effective date of my

separation is:

Mi fecha efectiva de mi

separación es:

Reason for Separation or

Resignation:

Razon de separacion o

resignacion:

Other - Please specify (Otra razon - por favor de especificar)

Specific details regarding your Employee submitted email to HR to resign effective immediately 9/04/25 reason for separation:

Detalles específicos sobre el

motivo de su separación:

To be completed by Human Resources

Reason for Separation

Resignation (NonTimely)

HR Comments:

Employee stated she is resigning effective 9/4 and retiring. Did not provide any advanced notice.

Attachments:

Employee Separation Letter: Amanda Day.pdf

Attached Workflow

Separation Letter

Current Status

Approved

Submitted By

RICKY BEAN

Submitted Date

09/08/2025 at 11:28 AM

Workflow Steps

- Approved by RICKY BEAN on 09/08/2025 at 11:29 AM
- 2 Approved by Sundal Ali on 09/08/2025 at 5:04 PM
- 3 Reviewed by ROGELIA HERNANDEZ on 09/10/2025 at 3:51 PM

On Mon, Sep 8, 2025 at 9:42 AM Rogelia Hernandez < rogelia.hernandez@manorisd.net > wrote: Good Morning,

Amanda Day is resigning/retiring immediately. She is an ARD facilitator, does she follow the came rules for Mid year separation?

Have a wonderful day!



### 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

----- Forwarded message -----

From: Manor ISD Info < info@manorisd.net>

Date: Fri, Sep 5, 2025 at 8:27 AM

Subject: Re: Resignation

To: Amanda Day <amanda.day@manorisd.net>

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

Good morning Ms. Day,

I'm so sorry to hear this! You were right to included someone from HR, and I'm sure Rogelia will share with you all that is required of you to do this. Please take good care of yourself, and know that this is Manor's loss!! Sincerely,

# Nydia



#### Nydia Jimenez

### **District Receptionist**

### Manor Independent School District

Phone: 512-278-4000

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

Website: www.manorisd.net



Manor ISD Administration Office Hours: M-Th 8 am to 5 pm; Fridays: 8 am to 4:30 pm.

On Thu, Sep 4, 2025 at 10:42 PM Amanda Day <a href="mailto:amanda.day@manorisd.net">amanda.day@manorisd.net</a> wrote:

I wasn't sure who to send this to,

To whom it may concern,

I am resigning from my position, ARD Facilitator, effective immediately and retiring. Thank you.

Amanda Day.



## Doneisha Ford Position Management Specialist

Manor Independent School District

Phone: 512-278-4453 |

Email: Doneisha.Ford@manorisd.net

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

Website: www.manorisd.net



P1 187

### PROBATIONARY CONTRACT

- 1. **Position.** The District agrees to employ Amanda Day (you) as a Certified Professional.
- 2. **Term.** You will be employed for the 2025-2026 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 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 07/25/2025. 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 Scho	ool District	
Poly E.	<del>2</del>	
By:Superintendent of S	chools	-
Date signed: <u>07/23/2025</u>		
Attached Workflow Current Status	Employee Signature Approved	

Workflow Steps

1 Signed by Amanda DAY on 07/24/2025 at 9:36 PM Signature: Amanda Day



Sundal Ali <sundal.ali@manorisd.net>

### MID-YEAR SEPARATION | A. Day

1 message

Brook Park <Brook.park@manorisd.net>

Thu, Sep 11, 2025 at 8:37 AM

To: amandafday66@gmail.com

Cc: Tamey Williams-Hill <a href="mailto:rocha@manorisd.net">tamey.williamshill@manorisd.net</a>, Michelle Rocha <michelle.rocha@manorisd.net</a>, Sundal Ali <a href="mailto:sundal.ali@manorisd.net">sundal.ali@manorisd.net</a>, Ricky Bean <a href="mailto:ricky.bean@manorisd.net">ricky.bean@manorisd.net</a>, Rogelia Hernandez <a href="mailto:rocha@manorisd.net">rocha@manorisd.net</a>, Rogelia Hernandez

### Dear Amanda Day,

I hope this email finds you well. This email is in regards to your separation letter. Since you are under contract for the 2025-26 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 **09/15/25**. The Human Resources Department will provide you an update by **09/18/2025**.

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 Sundal.Ali@manorisd.net, Mi chelle.Rocha@manorisd.net or myself, Brook.Park@manorisd.net.



#ManorStrong

# Brook Park HRIS/Certification Specialist Manor Independent School District

**Phone**: 512-278-4430

Email: Brook.Park@manorisd.net

Learning Coach





# **Human Resources Department**

10335 US Hwy 290 East 🍽 Manor, TX 78653 🖷 P: 512.278.4279 🔍 www.manorisd.net

September 15, 2025

SBEC 1701 N. Congress Avenue Austin, TX 78701

RE: Contract and Job Abandonment-Amanda Day 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 Amanda Day from the Manor Independent School District Board of Trustees. Amanda Day submitted her letter of resignation on September 4, 2025, with an effective date of September 4, 2025. Amanda Day has not been released from her contract. As of September 5, 2025, Amanda Day has failed to appear for work under her 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 September 15, 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 September 15, 2025.

Sincerely,



Robert Sormani, EdD Superintendent of Schools Manor Independent School District

cc: personnel file, campus principal, employee