Happy New Year! Welcome to WASDA’s January edition of our online Newsletter! We hope you all had a wonderful holiday season with your family and friends. After a very busy and productive fall, the WASDA office is ready to tackle many new projects in 2019.

First on the agenda is the 2019 Jt. WASB/WASDA/WASBO Convention in Milwaukee. We look forward to seeing many of you at this annual event. Please be sure to stop by to see us at booth #900.

Complete details about all of WASDA’s events for the remainder of the year can be found on our website at www.wasda.org. Remember, we are not mailing out any meeting notices. If you experience any difficulty with the website, please contact Jessica directly at jschwedrsky@wasda.org.

We are always looking for new ways to serve our members. If we can ever be of service to you, please do not hesitate to contact us. We are here to serve you!

Wisconsin Association of School District Administrators
4797 Hayes Road
Madison, WI 53704
608/242-1090
608/242-1290 - FAX
www.wasda.org
2019 State Education Convention


Visit WASB.org/convention to register.

Steve Pemberton
A passionate advocate for disadvantaged youth, Steve Pemberton’s triumphant life journey, now a major motion picture, is about defying the seemingly insurmountable odds of the path of the chosen.

Dr. Michele Borba
Dr. Michele Borba is an internationally recognized educational psychologist and parenting, bullying and character expert whose aim is to strengthen children’s empathy and resilience, and create safe, compassionate school cultures.

Salome Thomas-EL
An award-winning teacher and principal and internationally recognized speaker, Principal EL believes that every child can succeed and that resilient leaders make courageous decisions, take risks and challenge the status quo.

WISCONSIN STATE EDUCATION CONVENTION
January 23-25, 2019 • Wisconsin Center • Milwaukee
JANUARY 2019

WASDA E-NEWS

WASDA President’s Message
WASDA Executive Director’s Report
The Capitol Report - John Forester, Dir. Of Gov. Relations
WASDA Bert Grover Child Advocacy Awards
WASDA First Year Superintendents Academy Workshop IV
Jt. WASB/WASDA/WASBO Convention Information
WASDA Luncheon
Election of WASDA Board of Directors
WASDA Awards
Are You Retiring in 2019?
Timely Legal Information from our WASDA Partner von Briesen & Roper, s.c.
Superintendent Vacancies
WASDA Calendar of Events

www.wasda.org
Dear WASDA Friends and Colleagues,

It is my sincerest hope that you were successful in avoiding the office during the recent scheduled winter break and that you enjoyed the wonders and true joys of the holiday season with family members and friends. Please accept my heartiest wishes and very best to each of you for a 2019 new year full of great happiness, health and personal and professional prosperity.

We all joke about the most controversial decision we face - whether or not to cancel school due to the weather challenges that Wisconsin winters present to us. Perhaps we aren’t the only ones faced with such challenges to our decision making. Consider the following.

Football coaches at any level are often faced with critical decisions which might end up winning or losing a game. Depending upon various "in game" factors such as time remaining in a quarter, half or game, field position, momentum of either team on offense or defense, previous success (or lack thereof) on certain plays, a coach will examine all options and ultimately make a decision. The result of such decisions are often open to critical review by all of the "arm chair quarterbacks" (fans) watching the game.

Such game changing decisions we are all familiar with might include the following: Take the opening kick-off or defer to the second half. Go for it or punt on fourth and two. Convert the extra point or try for the two-point conversion. Take a knee or run a play. Try the on-side kick or kick away - trusting the defense to make a stand. When to challenge a play call on the field or defer to the judgment of the official who made the call.

While not football coaches making game decisions that may lead to victory (or defeat) school district administrators experience similar challenges when deciding whether or not school should be closed due to inclement weather or other potentially harmful conditions. This is not an exact science and many variables are taken into account when a determination is made to cancel or postpone school.

When considering whether or not school will be closed due to weather related conditions, factors taken into account are current and extended forecasts, winter "watch" and "warning" notifications, actual temperature, wind chill, combined temperature and wind chill, anticipated snowfall amounts, presence of ice on roadways, and the potential for worsening conditions over time. Another key factor is timing: trying to make a decision so that parents are able to make the necessary preparations for their child(ren) should school be delayed or cancelled. In each instance, the safety of children and staff members is a key component to the decision making process.

As we face several months of potentially brutal Wisconsin winter weather (remember last April’s snowfall?) I hope that the decisions you make regarding student and staff member safety is viewed favorably by the public when you are forced to render such a decision.
President’s Message Continued:

I trust that your plans include attending the 98th State Education Convention in Milwaukee near the end of the month. In addition to enhancing your own efforts at "Leading for Excellence and Equity" this is a great time to network with your colleagues and to share time away from the day-to-day "back home" in your local communities.

Hopefully, the weather cooperates and you won't have to be making critical decisions from a distance.

Respectfully,

Dr. Steven M. Bloom, District Administrator
Palmyra-Eagle Area School District
WASDA President
sbloom@peasd.org

WASDA CHILD ADVOCACY COMMITTEE
ANNOUNCES 2019 AWARDS!

Please help us by nominating child advocates from your district. There are two ways to recognize child advocates from your district; you can nominate individuals or companies. Each nomination will receive a certificate from WASDA that you can present at a local board meeting. State finalists will be honored at our spring convention.

Two Awards:

Bert Grover Child Advocate - Individual/Community Based

The Individual/Community-Based award is created to acknowledge an exceptional individual or civic or other community based organization's support for our children. Superintendents are encouraged to nominate local individuals/civic organizations who have demonstrated significant commitment to children by sharing their time, talents and/or financial support. The award is to acknowledge the importance of individuals working to support the greater mission of educating all children.

Bert Grover Child Advocate - Business

The Business Award is a new award created to acknowledge the exceptional business educational partnerships throughout the State of Wisconsin. Superintendents are encouraged to nominate business partners who have demonstrated significant commitment to children by sharing time, talents and/or financial support. The award is to acknowledge the importance of business partnerships as essential to the greater mission of educating all children.

Please use the links below to view the nomination forms. Please submit completed nomination by February 8, 2019.

Individual/Community Based Award

Business Award

If you have any questions or need further information, please contact Mark Gruen, Child Advocacy Chair at gruenm@royall.k12.wi.us or (608) 462-2600 Ext 2113.
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Your students deserve first-rate facilities. You deserve a partner ready to make that happen.

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Executive Director’s Message

January 2019

Dr. Jon Bales

“The Best to All in the New Year”

Please click on the link below to hear a message from Jon.

CLICK HERE.

Please send your comments and questions to Jon - jbales@wasda.org.

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Achieving the Grade.

The School Law Team at von Briesen & Roper, s.c. is the solution to your school district’s legal challenges, no matter the size or complexity. For more than fifty years, we have delivered outstanding results to school districts throughout Wisconsin. Our depth and breadth of experience has prepared us to handle all of the unique challenges faced by school districts.

To learn more about how our School Law Team can assist you, please contact Chrissy Hamiel at chamiel@vonbriesen.com or Andy Phillips at aphillips@vonbriesen.com.

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Milwaukee • Madison • Waukesha • Oshkosh • Green Bay
Neenah • Appleton • Manitowoc
WASDA FIRST YEAR SUPERINTENDENTS ACADEMY
WORKSHOP IV

TUESDAY, FEBRUARY 19, 2019
WASDA SCHOOL LEADERSHIP CENTER-MADISON

PROGRAM

7:30 a.m.  REGISTRATION/CONTINENTAL BREAKFAST

8:30 a.m.  WELCOME/SHARING: REFLECTIONS, QUESTIONS, AND CELEBRATIONS
What is on your mind ……which can benefit the entire group?  Bring your questions and concerns, and consider sharing an accomplishment which we can help celebrate.

8:30 am  ADMINISTRATIVE CONTRACTS
Contract renewal conversations will be occurring soon. Bring your questions and gain ideas to create win/win opportunities for you, the school board and the district.
Jon Bales, WASDA Executive Director

9:15 a.m.  BUDGET PLANNING AND DEVELOPMENT:  PHASE II
The district is nearing the end of the school year.  Decisions made this year can have an impact on your budget in 2019-20 including levy and mill rate. In this session, we'll review end-of-year processes and discuss potential impacts and considerations for future budget planning.
Debby Schufletowski & Mike Clark, Robert W. Baird Financial Team

10:30 a.m.  BREAK/NETWORKING

10:45 a.m.  STRATEGIES FOR GAINING SUPPORT AND ADVANCING AGENDAS WITH THE BOARD OF EDUCATION
Understanding board member perceptions and expectations and leveraging this information to achieving forward movement on district initiatives is fundamental to superintendent (as district CEO) success. Explore strategies and techniques to find common ground, gain consensus and garner school board support of vision, goals and initiatives and advance agendas on behalf of learners and the school community.
Jon Bales, WASDA Executive Director, and Kathleen Cooke, WASDA Academy Facilitator/KCMG Consulting
11:45 a.m. Reflection regarding degree to which Academy activities are influencing thinking and practice.

12:00 p.m. Lunch/Networking

12:30 p.m. NAVIGATING TEACHER CONTRACTS AND OTHER DIFFICULT PERSONNEL CHALLENGES TO ENSURE A POSITIVE WORKPLACE CULTURE
Ensuring a culture of success for each learner requires proactive, strategic leadership regarding contracts and resolution of difficult personnel issues. Our legal experts will provide Case Studies for contract development and a complex personnel Issue to promote how to think like a superintendent including addressing the legal context, local school board policies parameters, handbook considerations, precedence setting, and political implications. Attorney Kirk Strang - Strang, Patteson, Renning, Lewis & Lacy Attorneys

2:00 p.m. SUPERINTENDENT PANEL DISCUSSION: “THINGS I WISH PEOPLE WOULD HAVE TOLD ME DURING MY FIRST YEAR….!”
A distinguished panel of ‘early career’ superintendents will join us to share their insights and help us benefit from their “a ha” moments! Panelists include: Jeff Nelson - Grafton, Marggie Banker - Montello, Tanya Kotlowski - Necedah, Matt Joynt - Mequon-Thiensville

3:00 p.m. ADJOURN

Over 1/2 of your employees are likely stressed about their finances.*

Employees who suffer from financial stress cost your district money. Member Benefits can help you create and implement a financial wellness plan for your employees at no cost to the district.

• Individual financial consultations.
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YOUR GOALS. OUR MISSION.

We share your commitment to public education and our children’s futures. And we’re ready to help you meet the challenges that the school year will bring.
WASDA COMMITTEE MEETINGS AT THE JT. WASB/WASDA/WASBO CONVENTION

Below is a listing of the WASDA committees that will be meeting during the Jt. WASB/WASDA/WASBO Convention in Milwaukee. Please note the date and time of your committee and PLAN TO ATTEND YOUR COMMITTEE MEETING. The meeting room assignments for the committees will be announced at a later date.

TUESDAY, JANUARY 22:
   WASDA Board of Directors 1:00 - 4:00 p.m.  HILTON HOTEL

WEDNESDAY, JANUARY 23:
The locations for the following meetings will be emailed to the membership prior to the convention.

   WASDA K-8 Schools Committee  8:00 a.m.
   WASDA Legislative Committee  8:00 a.m.
   WASDA Awards Committee      8:00 a.m.
   WASDA Small Schools Committee 8:00 a.m.
   Large District Caucus - 12:00 - 2:00 p.m.  HILTON HOTEL

WASDA LUNCHEON

Another packed agenda awaits attendees at this year's Jt. WASB/WASDA/WASBO Convention in Milwaukee, January 23-25. A highlight of this joint convention for WASDA members is the annual WASDA noon luncheon. The luncheon will be held Thursday, January 24. AARON SADOFF, Superintendent of the North Fond du Lac School District and the 2019 Wisconsin Superintendent of the Year, is this year's luncheon speaker.

Also, WASDA members are reminded to stop by the WASDA booth to find out what's new with your association. WASDA members are encouraged to attend the Jt. WASB/WASDA/WASBO Convention and register for the WASDA noon luncheon January 24. Visit www.wasb.org for complete details.
ELECTION OF WASDA BOARD MEMBERS

The following terms of board members currently serving on the WASDA Board of Directors expire as of June 30, 2019:

<table>
<thead>
<tr>
<th>CESA</th>
<th>Member</th>
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<tbody>
<tr>
<td>#3*</td>
<td>Bryce Bird - Riverdale (2-year term)</td>
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<tr>
<td>#4</td>
<td>Cindy Zahrte - Tomah</td>
</tr>
<tr>
<td>#7</td>
<td>John Zegers - West DePere</td>
</tr>
<tr>
<td>#8</td>
<td>Todd Carlson - Gillett</td>
</tr>
<tr>
<td>#10</td>
<td>Paul Schley - Cornell</td>
</tr>
<tr>
<td>Lg. Schools</td>
<td>Todd Gray - Waukesha</td>
</tr>
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John Zegers and Paul Schley are eligible for reelection for a three-year term on the board. The other board members are NOT eligible for reelection.

Bryce Bird, the representative for CESA #3, will be retiring effective June 30, 2019. Therefore, a special election needs to occur to complete the remaining two years on his term. All of the other positions are for three-year terms on the board.

Members of the WASDA wishing to place their names on a ballot to run for the board position open in their respective CESAs must notify the WASDA office on or before April 15, 2019.

Special note for the Large Schools Representative on the board: WASDA voting members employed as chief school district administrators within the twenty (20) largest Wisconsin school districts shall be eligible to elect a board member. District eligibility shall be determined by the most current enrollment data as reported by the Department of Public Instruction.

In order to have a name placed on the election ballot, voting members of the WASDA must follow one of the two following procedures:

1. A written letter of declaration (or email) by the voting member sent to the WASDA office. OR

2. By three voting members of the WASDA signing a nomination paper requesting the name of a WASDA member to be placed on the ballot.

In the event more than two candidates qualify for the ballot, there shall be a primary election held not less than 30 days before the general election, to be conducted in the same manner as the general election. Ballot order shall be determined by draw of names by the Executive Director of the association in the presence of two voting members who are not candidates for the office. The ballots shall be distributed to the voting members no later than May 15, 2019, with an established deadline for return of the completed ballot of June 1.
If you have a question about your health care, you know where to find us.

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Notice of nondiscrimination Security Health Plan of Wisconsin, Inc., complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation or health status.

WASDA AWARDS

Each spring WASDA recognizes deserving educators at the WASDA Annual Educational Conference. This year’s conference will be held April 10-12, 2019, at the Madison Concourse Hotel in Madison. At this time, we are seeking nominations for the following awards:

- WASDA Outstanding Educator Award
- WASDA Distinguished Service Award
- WASDA Award of Special Recognition for Service to Wisconsin

Complete information on how to nominate someone for these awards can be found online at www.wasda.org. Please note that the deadline for nominations is JANUARY 10, 2019. The WASDA Awards Committee will be meeting during the Jt. WASB/WASDA/WASBO Convention to select their recommendations for this year’s recipients. Their recommendations are then forwarded to the WASDA Board of Directors for approval.

Thank you for taking the time to nominate someone for one of these prestigious awards!

ARE YOU RETIRING IN 2019?

The requirements to receive the Honorary Life Membership and be recognized at the retirement banquet held in conjunction with the WASDA Annual Educational Conference are as follows:

A. The recipient must have retired from school work.
B. The recipient must have total experience in educational work on any level of at least twenty-five (25) years.
C. The recipient must have been a member of the Wisconsin Association of School District Administrators at the time of retirement and for the five (5) years immediately preceding retirement.
D. CESA administrators who were county superintendents are to receive credit for the years served as county superintendents.

If you are retiring this year, please email the WASDA office. ALL WASDA members retiring will be recognized at the banquet. This year’s convention will be held April 10-12 at the Madison Concourse Hotel in Madison. (Conference begins with a reception at 5:30 p.m., April 10, followed by the Recognition Banquet & ends at 12 noon on April 12.)

2019 WASDA ANNUAL EDUCATIONAL CONFERENCE
Madison Concourse Hotel - Madison
April 10-12, 2019

To reserve a room, please call 1-800-356-8293 BY MARCH 12, 2019!
When calling, please identify yourself as part of the WASDA Annual Educational Conference when making your reservation.
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Procedural Guidance for Nonrenewal of Teacher & Administrator Contracts

By: Sarah. E. Hanneman

It is never too early to be thinking about next year's staffing needs, and the reality is that while districts have until spring to make teacher nonrenewal decisions, nonrenewal statutory deadlines for administrator contracts begin in January. Considering nonrenewals earlier and understanding the statutory deadlines that need to be complied with will ensure districts are prepared to send out any preliminary notices of nonrenewal in accordance with those statutory deadlines. When a decision is made to pursue nonrenewal of a contract due to performance concerns, a district will want to gather evidence throughout the year to present to the school board to support the request for nonrenewal. Understanding what procedural requirements are in place for the nonrenewal of contracts will help districts better prepare for any contracts that may not be in the best interests of the district to renew. This is true for both teaching contracts and administrator contracts, which have varying statutory deadlines and requirements.

Sections 118.22 and 118.24, Wis. Stats., govern the mandatory requirements for renewal and nonrenewal of teacher and administrator contracts. School boards should examine the guidelines and practical considerations of this statute as listed below when making these important nonrenewal decisions.

To Whom Do The Nonrenewal Statutes Apply?

The teacher nonrenewal statute, Wis. Stat. § 118.22, applies to any teacher who 1) holds a teacher's certificate or license issued by the state superintendent or a classification status under the technical college system board and 2) whose legal employment requires such a certificate, license, or classification status.

Who does the teacher nonrenewal statute not apply to? The statute does not apply to part-time teachers, teachers employed by a board of school directors in a city of the 1st class, or teachers who hold the indicated license, certificate, or classification, but whose position does not actually require said license. The statute also does not apply to nonrenewal of co-curricular assignments, such as coaching.

The administrator nonrenewal statute, Wis. Stat. § 118.24, applies to any full-time school district administrator, business manager, school principal, and assistants to such persons. Administrator contracts can be for two year terms, with optional contract extensions of one year each, so districts must remember that a two year administrator contract can only be nonrenewed during the contract's expiration year. Alternatively, districts can also use one year administrator contracts, which are subject to the nonrenewal procedure every year.

What is Preliminary Notice? When Must it be Given?

Sections 118.22 and 118.24, Wis. Stats., both require school boards to give teachers and administrators written preliminary notice that their contract is being considered for nonrenewal. However, the statutory requirements and deadlines for the preliminary notice differ slightly for teachers and administrators.

To give a teacher preliminary notice under Wis. Stat. § 118.22(3) that his or her contract is being considered for nonrenewal, the preliminary notice must be in writing, must inform the teacher that the board is considering nonrenewal of the teacher's contract, and must inform the teacher that he or she has the right to attend a private conference with the board before the formal notice of nonrenewal is given. The preliminary notice must also inform the teacher that he or she must file the request for the private conference within five days after receiving the preliminary notice of nonrenewal.
The statute requires that the teacher receive the preliminary notice at least 15 days prior to being given the formal written notice of nonrenewal. The statute specifies in Wis. Stat. § 118.22(2) that the deadline to give the formal notice of nonrenewal is May 15; therefore, the deadline to give the preliminary notice is April 30.

If the teacher receives the written preliminary notice on the deadline of April 30, then the teacher has until May 5 to file a request with the board for a private conference. However, note that April 30 is the final deadline for the preliminary notice to be given. If the teacher receives the preliminary notice earlier than April 30, then the teacher has five days from that earlier date to file the request for a private conference.

Unlike the April 30 deadline for preliminary notice for a teacher, districts must act much earlier to give preliminary notice of nonrenewal to an administrator. Under Wis. Stat. § 118.24, districts must give an administrator the preliminary notice of nonrenewal at least five months prior to the expiration of the contract. For a contract with the typical June 30 expiration date, the deadline for a district to give an administrator preliminary notice is January 31. Unlike teachers, who can receive the preliminary notice via hand-delivery, the administrator nonrenewal statute specifically requires the preliminary notice be provided by registered mail.

Similar to preliminary notice for teachers, the preliminary notice for an administrator must be in writing, and the notice must state that the board is considering nonrenewal of the administrator's contract. The preliminary notice must also inform the administrator that he or she has the right to a hearing before the school board prior to receiving the written notice of nonrenewal. However, unlike with teachers, an administrator requesting a hearing before the school board must file this request with the board within seven days of receiving the preliminary notice.

**What Happens After Preliminary Notice is Given?**

If a teacher files a timely request for a private conference with the board, then the teacher has the right to attend a private conference prior to being given the formal written notice of nonrenewal. Since the deadline for the board to issue the formal notice of nonrenewal is May 15, this means the private conference must occur prior to that date.

Likewise, an administrator who files a timely request for a hearing before the board has the right to attend that hearing prior to receiving formal written notice of nonrenewal. As the deadline for the board to issue the formal notice of nonrenewal to an administrator is February 28, assuming a contract expiration of June 30, this means the board hearing must occur prior to February 28. Additionally, the administrator's written request to the board should include a statement specifying whether the administrator wants the hearing to be public or private. Section 118.24(7), Wis. Stats., also allows the administrator to request the reasons, in writing, upon which the board is considering nonrenewal, and the board is required to comply with this request prior to the hearing.

If a teacher or administrator fails to file a request for a private conference or hearing before the board, then the individual is not entitled to that proceeding prior to receiving the formal notice of nonrenewal. However, even if a proceeding before the board is not requested, a majority vote by the full board in favor of nonrenewal must still occur under Wis. Stat. § 118.22(2) or Wis. Stat. § 118.24(6), respectively, before the district can proceed with giving the formal written notice of nonrenewal to the teacher or administrator.

**What is the Private Conference/Board Hearing and What Does it Look Like?**

The teacher and administrator statutes use different language to describe the proceeding before the board that can occur prior to the formal notice of nonrenewal being issued, with Wis. Stat. § 118.22(3) giving a teacher the right to request a "private conference" with the board, and Wis. Stat. § 118.24(7) giving an administrator the right to request a "hearing before the board."
For either a teacher or administrator, the full board should be present at the private conference or hearing, as Wis.
Stat. § 118.22(2) and § 118.24(6) both require that the decision to nonrenew a contract be made by a majority
vote of the full membership of the board. Also present should be the teacher or administrator being considered
for nonrenewal, the teacher or administrator's representative (if desired), and the district administrator(s) who will
present the reasons for the nonrenewal to the board. Both the teacher or administrator and the district
administrator(s) should have an opportunity to present information to the board regarding the nonrenewal during
the proceeding.

The private conference for a teacher, or a board hearing for an administrator, are both considered a "meeting"
under Wis. Stat. § 19.82(2) and are therefore subject to the Open Meetings Law. Public notice for the private
conference must be made per Wis. Stat. § 19.84(1). The public notice should refer to Wis. Stat. § 118.22(3), but
the notice does not need to give the teacher or administrator's name. The board may convene in closed session for
the private conference or board hearing under Wis. Stat. § 19.85(1)(c).

While the teacher can request that the private conference be held in open session, the board is only required to
grant this request if the private conference would be considered an "evidentiary hearing" under Wis. Stat. §
19.85(1)(b). An "evidentiary hearing" is where there are formal charges against the teacher and an examination
of those charges by testimony from interested persons and evidence in support or defense of the charges. Formal
charges are those that may damage the good name, reputation, honor, or integrity of the teacher, or where the
nonrenewal might impose substantial stigma or other disability, 66 Wis. Op. Att'y Gen. 211 (1977). Also note
that there are additional notice requirements for an evidentiary hearing under Wis. Stat. § 19.85(1)(b), which
requires that the teacher receive actual notice of the evidentiary hearing and notice of the teacher's right to demand
the hearing be held in open session.

For an administrator, Wis. Stat. § 118.24(7) specifically gives the administrator the right to request either a private
or public hearing before the board. The administrator nonrenewal statute also notes that the teacher nonrenewal
statute, Wis. Stat. § 118.22, does not apply to the administrator's hearing before the board.

When Must the Notice of Nonrenewal be Given?

For teachers, per Wis. Stat. § 118.22(2), the board must give the teacher formal notice of nonrenewal on or before
the deadline of May 15.

For administrators, Wis. Stat. § 118.24(6) requires the board give formal notice of nonrenewal at least four months
prior to the expiration of the administrator's contract. Assuming the common contract expiration date of June 30,
this means the deadline for an administrator is February 28.

As with the preliminary notice, this notice of nonrenewal must also be in writing for both teachers and
administrators.

What if the Board Wants to Renew the Contract?

If a school board wants to renew a teacher's contract for the following year, the board must still follow the
requirements of Wis. Stat. § 118.22(2). The board would give the teacher written notice of renewal of the teacher's
contract for the following school year, and the teacher would have until the deadline of June 15 to either accept
or reject the contract in writing. Similar to renewing a teacher's contract, a school board wishing to renew an
administrator's contract must still follow the statutory requirements of the administrator statute, Wis. Stat. §
118.24(6). The board would give the administrator written notice of renewal at least four months prior to the
contract's expiration. An administrator receiving notice of renewal then must accept or reject the contract in
writing on or before three months prior to the contract expiration. Again assuming a contract expiration of June
30, the administrator must notify the board of the acceptance or rejection of the contract by March 31.
However, note that a teacher or administrator who misses or forgets to accept the contract by the June 15 or March 31 deadline should not necessarily be automatically assumed to be terminated, unless the board has specifically stated in advance that this would be the result of missing the deadline.

**What if a Board Does Not Send Timely Written Notice of Renewal or Nonrenewal?**

If a teacher does not receive any written notice whatsoever by May 15, under Wis. Stat. § 118.22(2) the contract then in force shall continue for the ensuing school year and the teacher has until June 15 to either accept or reject the contract in writing. In the event contract terms change on an annual basis, it is imperative to ensure notice is provided to prevent the current contract from continuing in force.

If an administrator does not receive any written notice of renewal or nonrenewal four months prior to the contract expiration, then per Wis. Stat. § 118.24(6), the administrator's current contract shall continue in force for two years. Note that the administrator's statute mandates in this instance where timely notice is not given, the contract continues for an additional two years, regardless of whether the contract at issue is a one year or two year contract. An administrator who does not receive notice of renewal or nonrenewal still has the same deadline of three months prior to the contract's expiration to accept or reject the contract in writing.

**What About a Teacher or Administrator Who is Already Under Contract?**

School boards are specifically prohibited by statute, under Wis. Stat. § 118.22(2) and Wis. Stat. § 118.24(6), from entering into an employment contract with a teacher or administrator for any period of time as to which that individual is then under a contract of employment with another school board.

<table>
<thead>
<tr>
<th>Deadlines</th>
<th>Required Notices</th>
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<tbody>
<tr>
<td>April 30</td>
<td>Preliminary Notice of Nonrenewal</td>
</tr>
<tr>
<td></td>
<td>Board must give teacher written notice by this date that states 1) the board is considering nonrenewal and 2) teacher has right to private conference with board if the request is filed within 5 days after receiving preliminary notice.</td>
</tr>
<tr>
<td>May 5</td>
<td>Private Conference Request</td>
</tr>
<tr>
<td></td>
<td>If teacher received preliminary notice and wants a private conference, teacher must file request with board by this date.</td>
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<tr>
<td>May 5-15</td>
<td>Private Conference</td>
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<tr>
<td></td>
<td>If teacher filed timely request for private conference on deadline of May 5, then this is the time frame in which private conference must occur.</td>
</tr>
<tr>
<td>May 15</td>
<td>Formal Notice</td>
</tr>
<tr>
<td></td>
<td>Board must give teacher written notice of nonrenewal (or renewal) by this date. If no notice given, the contract in force continues for the ensuing school year.</td>
</tr>
<tr>
<td>June 15</td>
<td>Teacher Acceptance or Rejection</td>
</tr>
<tr>
<td></td>
<td>If teacher receives renewal notice, or no notice, then teacher has until this date to accept or reject in writing.</td>
</tr>
<tr>
<td>Deadlines</td>
<td>Required Notices</td>
</tr>
<tr>
<td>-----------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>January 31</td>
<td>Preliminary Notice of Nonrenewal</td>
</tr>
<tr>
<td></td>
<td>Administrator must receive written notice via registered mail by this date that states 1) the board is considering nonrenewal and 2) administrator has right to hearing before the board if the request is filed within 7 days of receiving preliminary notice.</td>
</tr>
<tr>
<td>February 7</td>
<td>Board Hearing Request</td>
</tr>
<tr>
<td></td>
<td>If administrator received preliminary notice and wants a hearing before the board, administrator must file request with board by this date.</td>
</tr>
<tr>
<td>February 7-28</td>
<td>Hearing before Board</td>
</tr>
<tr>
<td></td>
<td>If administrator filed timely request for a board hearing by deadline of February 7, then this is the time frame in which the hearing before the board must occur.</td>
</tr>
<tr>
<td>February 28</td>
<td>Formal Notice</td>
</tr>
<tr>
<td></td>
<td>Board must give administrator written notice of nonrenewal (or renewal) by this date. If no notice given, the contract in force continues for two years.</td>
</tr>
<tr>
<td>March 31</td>
<td>Administrator Acceptance or Rejection</td>
</tr>
<tr>
<td></td>
<td>If administrator receives renewal notice, or no notice, then administrator has until this date to accept or reject in writing.</td>
</tr>
</tbody>
</table>

**Practical Considerations:**

**Plan Ahead.** Start considering potential nonrenewals sooner rather than later. While the charts above give the absolute deadlines to give the written preliminary notice to either a teacher or administrator, waiting until the deadline means the board only has the shortest possible window to hold the private conference or board hearing, have the full board vote on the nonrenewal, and deliver the formal notice of nonrenewal to the teacher or administrator. Additionally, starting the process sooner than the above deadlines allows more time to potentially discuss other options with the teacher or administrator, such as discussion of resignation in lieu of nonrenewal. Finally, a board needs to give itself enough time to ensure timely delivery of the preliminary notice and formal notice, whether that delivery method is hand deliver for a teacher or registered mail for an administrator. Waiting until the last moment to deliver the notices is not recommended.

**Is Nonrenewal the Best Option?** Consider whether to offer the employee the option to voluntarily resign or retire in lieu of nonrenewal. This may curb a costly, time consuming, and contentious nonrenewal process, and allow the employee to best position himself/herself for future employment.

**Delivery of Notices.** For a teacher, best practice for delivery of the preliminary notice and the formal notice of nonrenewal is to have an administrator hand-deliver each notice and have the teacher sign and date copies to affirm the teacher received each notice within the statutorily allowed timeframe. For an administrator, the statute requires delivery via registered mail for the preliminary notice. The administrator statute does not specify delivery method for the formal written notice of nonrenewal, so a board could again use registered mail, or hand-delivery would be acceptable as well, with the administrator being asked to sign and date the notice of nonrenewal to acknowledge timely delivery.
Possible Documentation to Support a Nonrenewal:

- Any board policy, employee handbook provision, or individual contract provision relevant to nonrenewals
- Any violated board policies, employee handbook policies, school manual policies
- Evaluation Documents – including all documentation from formal and informal observations, information shared with the teacher or administrator at any pre- or post-observation conferences, Educator Effectiveness documents (SLO, PPG), and the final evaluation for the year
- Prior Evaluations
- Student Performance Data
- Performance Improvement Plans
- Memos of Concern
- Disciplinary Letters
- Attendance logs
- Parent, Staff, or Student Complaints (signed and dated by the individual)
- Documentation of administration's attempts to provide support – including coaching, mentoring, professional development/training
- Documentation of prior notice to teacher or administrator of areas of concern

Nonrenewal Standard. Boards need to be aware of what standard, if any, their district is using for nonrenewals. Ensure board policies, employee handbooks, and individual contracts include appropriate language for nonrenewal of a contract. Many districts have no standard, simply opting for employment at will, while other districts may use arbitrary or capricious, or even a just cause standard. Whatever standard is used for nonrenewal, districts must make sure it is consistent across all relevant documents.

Resignations/Retirements. Even if a teacher or administrator has expressed plans to resign or retire, a district should continue to proceed with the timelines for preliminary notice and formal notice of nonrenewal if the district wants to ensure a contract is not renewed for the following year. A district should not stop proceedings under Wis. Stat. § 118.22 or Wis. Stat. § 118.24 until the signed resignation or retirement paperwork is received and accepted by the board.

Additional Requirements. Districts should be aware of any additional requirements for nonrenewal of a teacher or administrator contract that exist in their board policy, employee handbook, or in individual teacher or administrator contracts in order to ensure all necessary steps to nonrenew are fulfilled by following the deadlines in Wis. Stat. § 118.22 or Wis. Stat. § 118.24. Districts may wish to consider revisions to policies and individual contracts to avoid obligating the district to requirements beyond those required by law.

Unemployment Benefits. A nonrenewed teacher or administrator may be entitled to unemployment insurance benefits, depending on the specific circumstances of the nonrenewal.

Insurance. Be aware that state and federal law place certain obligations on districts to provide nonrenewed employees with the option to continue group insurance coverage for a period of time and/or the option to convert individual coverage.

Should you have any questions on teacher or administrator nonrenewal, please contact a member of the von Briesen School Law Team.

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