



Reminders Regarding Renewal / Nonrenewal of Administrator and Teacher Contracts

Wisconsin law requires school boards to contract in writing with certain teachers and administrators and provides for specific statutory procedures for the renewal or nonrenewal of these contracts. The renewal or nonrenewal of contracts must be accomplished by certain statutory deadlines; if not, the contracts automatically renew. For administrators, school boards considering nonrenewal of the contract must give preliminary notice of nonrenewal to an administrator at least five months prior to the expiration of the contract (typically on or before January 31) and notice of renewal or nonrenewal at least four months prior to the expiration of the contract (typically on or before February 28). For full-time teachers, the law requires boards considering nonrenewal of the contract to give preliminary notice of nonrenewal on or before April 30 and notice of renewal or nonrenewal on or before May 15 of the school year in which the teacher holds a contract. It is important for boards to meet these statutory deadlines and to consider other terms in the contract, employee handbook, or board policy that may affect these deadlines. This FYI will briefly discuss these contract issues.

Teacher Contracts

Contents. Wisconsin Statute Section 118.21 requires that (a) school boards contract in writing with qualified teachers, (b) the contracts be filed with the school district clerk, and (c) a copy of the teacher's authority to teach is attached. The contract, in addition to fixing the teacher's wage, may provide for compensating the teacher for necessary travel expenses. To avoid a prohibited practice charge, a school board is also required to include language stating that the contract is subject to amendment by a subsequent collective bargaining agreement (but only if the teacher union was recently recertified as the exclusive bargaining representative).

The other contents of an individual teacher contract are largely a matter of school board discretion. School boards should not issue contracts that are inconsistent with state or federal law or inconsistent with board policies or handbook provisions. School boards should also consider excluding provisions that may hinder their ability to manage the district's business. There is no requirement that each individual teacher contract in the district contain the exact same contents. A contract may vary from one teacher to another, as long as the different terms are not discriminatory based on some protected category (e.g., religion, race, etc.).

Making Changes to the Contract. There are a number of ways to make changes to the individual teacher contract for the 2015-16 school year. One means of changing the terms of the contract is for the board to mutually agree with the teacher to make the change (however, such mutual modification should occur prior to any nonrenewal deadlines). Another means of changing the terms of the contract is through nonrenewal and issuance of the revised contract. If a contract is not subject to the nonrenewal process (e.g., a part-time teacher's contract), a school board can change the terms of the contract for the 2015-16 school year without nonrenewing the contract; assuming the changes are agreeable to the affected teacher, the revised contract can be entered into by the parties at any time.

Considerations for Revisions in Light of Act 10. Prior to Act 10, the individual contracts for teachers were typically very short and included only basic terms, and the terms were often bargained between the board and the exclusive bargaining representative. With Act 10 now in effect, school boards now have more flexibility in negotiating with individual teachers over terms and conditions that may be included in the individual contracts, much like how the school board negotiates with individual administrators. The question, of course, now becomes whether school boards should be undertaking a complete overhaul of their existing teacher contracts in light of Act 10. Should the teacher contract look similar to administrator contracts? What terms can or should be added to teacher contracts in this new environment? [These are considerations that should be undertaken now.](#)

The answers to these questions depend on the individual circumstances of each district and each employee. There may be circumstances where the board may be interested in including certain terms within contracts for teachers in positions that are difficult to fill (e.g., liquidated damages). The number of teacher contracts to administer may also factor into a board's decision as to whether to issue more substantial and different contracts to various teachers. Our office has helped many districts consider the different variables and has developed language alternatives for various contracts. In general, it may be still advisable for boards to maintain brevity and consistency with these contracts, but our office can certainly work with district officials to develop alternatives.

Administrator Contracts

Wisconsin Statute Section 118.24 (the administrator contract renewal statute) discusses the employment and contracts of school district administrators, business managers, and school principals and their assistants. The contracts of personnel administrators and supervisors, curriculum administrators, and their assistants are also governed by Section 118.24, but only if the positions perform administrative duties exclusively. Administrative positions that do not fall within these categories are not governed by the statute. Thus, even though a school board may characterize a position as administrative in nature, if the position does not fall within one of the categories above, the position is not governed by Section 118.24 and the individual is not entitled to a contract under this statute, nor is the individual's contract subject to the renewal or nonrenewal procedures of the statute.

Contents. If an administrator falls within one of the categories above, the school board must have a written employment contract with the administrator and must file this contract with the school district clerk. The exact language contained in the employment contract may vary from administrator to administrator and from district to district. Administrators covered by Section 118.24 may be issued employment contracts for a term that does not exceed two years. The duration of contracts and the expiration date may also vary from contract to contract. Most administrator contracts end on June 30; however, the contract may end on another date. Identification of the expiration date is important because the deadlines for notices under Section 118.24 are based on the expiration date.

The contract may also contain provisions that extend the contract. Section 118.24 permits such extensions for two-year contracts only, stating that a contract for two years may provide for one or more extensions of one year each. Such one-year extensions may be triggered through specific board action, such as a provision that extends the contract for one year if the school board gives notice to the administrator by a specified date. In contrast, in other contracts, extensions may occur automatically if the board does not act to negate the extension. School boards must identify any such extension provisions to accurately account for any expiration of the contract.

Making Changes to the Contract. Like teacher contracts, there are a number of ways to make changes to the individual administrator contract. One means of changing the terms of the contract is for the board to mutually agree with the administrator to make the change (however, again, such mutual modification should occur prior to any nonrenewal deadlines if the changes are effective for a subsequent contract term). Another means of changing the terms of the contract is through nonrenewal. If a contract is not subject to the nonrenewal process, a board can likely change the terms of the contract effective at the expiration of the contract, without nonrenewing the contract.

Considerations for Revisions in Light of Act 10. The enactment of Act 10 has not had a significant impact on the overall issuance of individual administrator contracts. However, in light of Act 10, many districts are now approving handbooks that apply to administrators, so there have been some questions related to whether handbooks should cover some items historically contained in administrator contracts and whether administrator contracts should start looking similar to individual teacher contracts, which have typically been shorter in length. Of course, there is no specific reason why administrator contracts need to be several pages in length or need to contain many provisions setting forth certain benefits. The contents and style of an administrator contract is often based on the preference of an individual board.

Again, our office has been involved in consulting with many districts in determining what terms and conditions to include within administrator contracts, including assignment clauses, retirement provisions, termination clauses, and benefit provisions. Considering that many districts have a limited number of administrators, it may not be advisable to move completely away from the traditional format of administrator contracts. However, boards must be aware of the impact of any handbook provisions and board policies on their contracts and carefully consider whether existing contracts should be revised based on changes in the law. Our office can certainly assist with such tasks.

Conclusion

The individual contract is one of the more important documents in the district that defines the terms and conditions of employment for both teachers and administrators. Our law firm will continue to monitor the changing landscape and continue to provide updates on these important matters.

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