

1. Agenda

Documents:

[2-20-2019 CDEB AGENDA.PDF](#)

2. Meeting Materials

Documents:

[PACKET 2-20-2019.PDF](#)



Walworth County Children with Disabilities Education Board
Wednesday February 20, 2019 4:30 p.m.
Walworth County Government Center, County Board Room 114
100 West Walworth St, Elkhorn, WI

Children with Disabilities
Education Board

Dave Weber – Chair, Charlene Staples – Secretary,
Kathy Ingersoll, Supervisor – William Norem, Supervisor – Ken Monroe, Supervisor
Sign language interpreters for the deaf are available if requested in advance

(Posted in compliance with Sec. 19.84, Wis Stats.)

Note: All agenda items are subject to action.

1. Call to order
2. Roll call of committee members
3. Agenda withdrawals, if any
4. Agenda approval
5. Approval of minutes
 - a) CDEB Meeting January 16, 2019 pp 1-3
6. Public Comment Period
7. Unfinished Business
 - a) Discussion and possible action on the Brady Corp. Product Research
8. New Business
 - a) Tuition request from Beloit Turner
 - b) Amending 2018-2019 School Calendar due to Snow/Ice/Cold Make-up Days pg 4
 - c) Amending 2019-2020 School Calendar pgs 5 & 6
 - d) Renewal of Teacher Contracts pgs 7 & 8
9. Reports and Correspondence
 - a) CDEB Chair
 - b) CDEB Director
 - Report on 1/15/2019 Emergency Drill pg 9
 - Weather related closings pg 10
 - Update on CA Counseling Branch Office
 - Winter Sports & Special Olympics Update
10. Set time and date of next meeting – March 20, 2019 @ 4:30 pm
11. Adjourn

It is possible that a quorum of the County Board or a committee of the County Board could be in attendance.

Submitted By: Tracy Moate, Director WCCDEB
Dave Weber, CDEB Chair
Posted February 14, 2019

Memorandum

To: WCCDEB Supervisors

Cc: Dave Bretl, County Administrator/Corporate Counsel

From: Tracy L. Moate, Director WCCDEB

Date: February 12, 2015

Re: WCCDEB Meeting Agenda Items

We have a short order of business this month...

- I may or may not have an update regarding the Brady Corp. Product Research Proposal. Follow up communications have yet to occur as of today's date.
- A second request regarding tuition from Beloit Turner School District has been made by their Director of Special Education. Our space availability numbers have not changed since their last request. This particular request is in a department that has "available" space and will not place an overload on any related service needs. The family is meeting with the school district today (Thursday) to discuss this placement request. I will know the day of our CDEB meeting if they would like to continue in their pursuit. I will provide any additional updates at the time of our meeting.
- Due to the extremely cold, icy or snowy weather that graced us in January and February, we will need to revise the 2018-19 Lakeland School calendar. With the weather closings, we will need to consider a modified calendar that makes up those lost hours of instruction and the fulfillment of teacher contract days. Administration has worked with the staff representatives and is prepared to present a few calendar options. You will find a current calendar in your packet.
- Given the experience with extreme weather this school year, I would like to revisit the 2019-20 calendar that was also approved last year. I would like to seek your input regarding adding 2 additional placeholders for snow make-up days and your consideration for 3 scheduled late start days

to help manage student minutes. I have included both this calendar and a spreadsheet that summarizes what some of our school districts are doing with their calendars.

- I have included the Wis. State Statute regarding renewal of teacher contracts. Given the ongoing shortage of qualified special education teachers and the competitive nature of school districts recruiting those candidates, I would like to push out the written notice to current staff of renewal or continuation of employment for the ensuing school year. State Statute 118.22 (2) gives guidance on when those notices must be out. This administration would like to request to move up this process in the calendar.
- Please refer to the “Reports and Correspondence” section to see some additional items I would like to share with you.
- Have a nice weekend!

DRAFT

**Walworth County Board of Supervisors
Children with Disabilities Education Board Meeting Minutes
Wednesday, January 16, 2019
Walworth County Government Center
County Board Room 114
100 West Walworth Street, Elkhorn, WI 53121**

The meeting was called to order at 4:40 p.m. by Chair David Weber.

Roll call was conducted. Members present included Chair David Weber, Secretary Charlene Staples, and Supervisors Ken Monroe and William Norem. Supervisor Kathy Ingersoll was absent. A quorum was declared.

Others in Attendance:

County Board members: County Board Chair Nancy Russell

County Staff: County Administrator David Bretl, Director of Special Education Tracy Moate and Lakeland School Principal Matt Conrardy

On motion by Supervisor Norem, seconded by Secretary Staples, the agenda was approved by voice vote.

On motion by Supervisor Monroe, seconded by Secretary Staples, the November 14, 2018 Children with Disabilities Education Board (CDEB) meeting minutes were approved by voice vote.

Public Comment – There was none.

Unfinished Business

- Memo of Understanding with CA Counseling for Branch Office at Lakeland School
Director of Special Education Tracy Moate said she presented the concept of having outside counseling services available in the School at the November CDEB meeting. Per Board directive, Moate developed a Memorandum of Understanding (MOU) and submitted it to Deputy Corporation Counsel Cotter and Corporation Counsel/County Administrator Bretl for legal review and assurance there are prohibitions in the MOU against a potential breach of confidential information by the vendor. Bretl noted this MOU is a sole source procurement. Moate replied that staff approached other agencies, none of whom had comparable experience in treating students with developmental disabilities as well as mental health issues. Having the counseling office at the School will enhance accessibility of services for students and parents. **Secretary Staples made a motion, seconded by Supervisor Norem, to approve the County entering into a MOU with CA Counseling and Consultants for a mental health branch office at Lakeland School.**

New Business

- Brady Corporation – Participation in Product Research
Moate said she was approached by an employee of Brady Corporation asking if Lakeland School would participate in product research related to school safety. Moate said the company wants to send members of their team to discuss with School administration what security measures are already in place, what software needs they have, and how security could be improved in the facility. She said she feels Lakeland School was contacted because of the unique student population and their special security and safety needs. Moate discussed the proposal with Bretl and she is working with the Sheriff's Office and IT Department to discuss internal security systems in place and ensure the study would not impact county systems.

Sheriff Picknell recommended that Deputy Dodge, the School's law enforcement liaison, be involved in any discussions with Brady Corporation. Moate said School participation would involve no financial investment by the County. Bretl expressed concern about the potential time commitment by staff involved with the research. Secretary Staples asked how the School would benefit from the study. Moate replied the information Brady Corporation could learn from the School concerning their students' special needs might benefit other school districts and help address the overriding concern about school security. **Supervisor Monroe made a motion, seconded by Secretary Staples, to direct staff to meet with Brady Corporation and bring back more information on the proposed research project for consideration at the next Board meeting. Motion carried 4-0.**

- Update Policy/Procedures on Attendance/Absences for DPI Compliance

Moate said the administrative team is updating the School's attendance policy to establish clear expectations to manage student absences. Many students have chronic medical conditions that result in missing multiple school days. The new policy guarantees the appropriate staff will receive notification when a student misses five consecutive days, and a team meeting will be held to determine a plan of action for the student, based upon individual circumstances. The updated policy complies with Department of Public Instruction (DPI) regulations on recording student attendance. **Supervisor Norem made a motion, seconded by Secretary Staples, to approve the updated policies. Motion carried 4-0.**

Reports and Correspondence

- CDEB Chair – There was none.

- CDEB Director

- 2019 Administration Goals and 2018 Year End Summary

Moate included her 2019 goals and 2018 summary with the agenda packet. She said the annual practice helps her to reflect on benchmarks, goal achievements and provides an overview of School events from the prior year to develop leadership focus for the current and subsequent school years. She encouraged input and questions from Board members. Chair Weber thanked Moate for her comprehensive report and for the success of the programs at the School. **Secretary Staples made a motion, seconded by Supervisor Monroe, to accept the CDEB Director's 2019 goals and 2018 year end summary.**

- Brew 2 U Café at Government Center – Tuesdays and Thursdays, 9:15 – 11:15 a.m.

Moate reported she is excited that Lakeland School students will be operating a coffee cart at the Government Center on Tuesday and Thursday mornings, to assist students to practice their vocational skill sets and increase socialization. They have been operating the service at the School for some time, and this will give them a chance to interact with other people in the community. Coffee, tea and hot chocolate will be offered, free of charge. Free will donations are accepted. **Secretary Staples made a motion, seconded by Supervisor Norem, to approve the initiative. Motion carried 4-0.**

- Finding Workforce Solutions Community Forum

Moate included a flyer on a community forum and breakfast to find workforce solutions. The event will be held on January 22, 2019 at the Matheson Memorial Library from 7:30 a.m. to 9:30 a.m.

- PBIS (Positive Behavioral Intervention & Supports) at Lakeland School – presentation by Principal Matt Conrardy

Moate introduced School Principal Matt Conrardy, who implemented the Positive Behavioral Intervention & Supports (PBIS) program at Lakeland School. Conrardy credited Amanda Lockhart for coordinating the program and the PBIS Team from each department within the building. Last year Conrardy and staff

members went for program training at CESA I in Pewaukee with other school districts. There has been a push for educators to focus on educating the “whole child,” which includes emotional development and social skills along with academics. Staff input framed the needs based assessment on behavioral expectations at the School and how to provide appropriate rewards for positive behavior. The program is an ongoing process, which focuses on forming a “growth” mindset as opposed to a “fixed” mindset, which often involves punishment for negative behavior. Staff read books on the positive philosophy and the program was implemented at the beginning of the school year. PBIS has been adopted by 924 school districts in Wisconsin, and the data-driven initiative is steadily growing. Conrardy gave a presentation on the three-tiered system. He emphasized that all staff members, in all settings at the School, are also participating in the program. PBIS core values are: Be Respectful, Be Responsible and Be Safe. All classrooms have a PBIS expectations matrix covering each area of the school, the bus and community outings. Conrardy explained how praise, recognition and positive reinforcement tools work to keep the students engaged in practicing good behavior, recognizing their emotional triggers and using coping strategies. When a student engages in negative behavior, he/she meets with the appropriate staff and fills out a “Think Sheet” describing the incident, what the student wanted at the time of the incident, how it made others feel and whether they tried coping strategies. The student then self-identifies what he or she needs to do to correct the behavior. Data is collected from the facility areas and classroom levels to monitor program success. Chair Weber thanked Mr. Conrardy for the informative presentation and his commitment in implementing and expanding the program. **Secretary Staples made a motion, seconded by Supervisor Monroe, to accept the report on PBIS. Motion carried 4-0.**

Confirmation of next meeting – The next meeting was confirmed for Wednesday, February 20, 2019 at 4:30 p.m.

Adjournment

On motion by Supervisor Monroe, seconded by Secretary Staples, Chair Weber adjourned the meeting at 5:38 p.m.

Submitted by Becky Bechtel, Administrative Assistant. Meeting minutes are not considered final until approved by the Board at a regularly scheduled meeting.

LAKELAND SCHOOL/WCCDEB 2018-19 CALENDAR

Student Teacher

(19) August 2018 (3.5)

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

28th-30th (3) Inservice/Work Days
29th (.5) Meet the Teach night

(19) February 2019 (19)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

21st Early Release
22nd SWEIO/No Count/Snow Makeup Day

(19) September 2018 (20)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3rd Labor Day Holiday
4th First Day for Students

(16) March 2019 (16)

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

25th-29th Spring Break/No count

(22) October 2018 (22)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

26th Fall Break/No Count

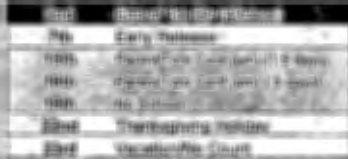
(20) April 2019 (21)

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			



(20) November 2018 (21)

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30



(22) May 2019 (23)

M	T	W	T	F
			1	2
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

27th Memorial Day Holiday

(15) December 2018 (16)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

25th Christmas Holiday
24th-31st Winter Break/No Count

(8) June 2019 (8.5)

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

12th End of 4th Qtr (45 days)
12th Last Student Day
13th (.5) Work Day/Tchr Check Out

(19) January 2019 (20)

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

1st-2nd Winter Break/No Count
21st Vacation/No Count/Snow Makeup Day
18th End of 2nd Qtr (45 days)
25th (1) Inservice/Work Day

July 2019

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Total Inservice Days 5.0
Total Teacher Holidays 5.0
Total Student Days 180.0

Total Contract Days 190.0
Check figure 190.0

- Inservice/Work Day/Counts for Contract Day (5)
- * Holiday/Counts for Contract Day (5)
- e Parent/Teacher Conferences
- Vacation/No Count
- (1) End of Quarter
- * Early Dismissal Day

LAKELAND SCHOOL/WCCDEB 2019-20 CALENDAR

Student					Teacher
August 2019					(3)
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

27th-29th (3) Inservice/Work Days
 28th (5) Meet the Teach night

(19) February 2020 (19)				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

27th Early Release
 28th SWEIO/No Count/Snow Makeup Day

(20) September 2019 (21)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2nd Labor Day Holiday
 3rd First Day for Students

(22) March 2020 (22)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

27th End of 4th Qtr (43 days)

(22) October 2019 (22)				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

25th Fall Break/No Count

(16) April 2020 (17)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

6th-9th Vacation/No Count
 13th Vacation/No Count/Snow Makeup Day
 10th Good Friday Holiday
 16th Parent/Tchr Conf (pm) (1.5 days)
 17th Parent/Tchr Conf (am) (1.5 days)
 17th No School

(19) November 2019 (20)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st End of 1st Qtr (43 days)
 6th Early Release
 14th Parent/Tchr Conf (pm) (1.5 days)
 15th Parent/Tchr Conf (am) (1.5 days)
 15th No School
 28th Thanksgiving Holiday
 29th Vacation/No Count

(20) May 2020 (21)				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

25th Memorial Day Holiday

(15) December 2019 (16)				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

25th Christmas Holiday
 23rd-31st Winter Break/No Count

(7) June 2020 (8)				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

9th End of 4th Qtr (45 days)
 9th Last Student Day
 10th (5) Work Day/Tchr Check Out

(20) January 2020 (21)				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st Winter Break/No Count
 20th Vacation/No Count/Snow Makeup Day
 24th End of 2nd Qtr (49 days)
 31st (1) Inservice/Work Day

July 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Total Inservice Days 5.0
 Total Teacher Days 5.0
 Total Student Days 180.0

Total Contract Days 190.0
 Check figure 190.0

- Inservice/Work Day/Counts for Contract Day (5)
- Holiday/Counts for Contract Day (5)
- Parent/Teacher Conferences
- Vacation/No Count
- End of Quarter
- Early Dismissal Day

SCHOOL CALENDARS 2019-2020

LS 8:30-3:00 (6 Hours of instruction per day, minus ½ hours for lunch)

	Start Date w/ students	Inservice/Work Day	TOTAL	Late Starts/Early Releases (Altered Days)	TOTAL	Thanksgiving	Christmas Break	Spring Break- EASTER- 12th	Last Day/Workday
LAKELAND SCHOOL	Sept. 3	Aug.27-29 (3.5) Jan. 31 (1) June 10 th (.5)	5	Nov. 6 Feb. 27	2	TH/FR-off	Dec. 23-Jan.1	April 6-13	June 9/10
Delavan	Sept. 3	Aug. 20-22 (3) Oct. 4 (1) Nov. 1 (1) Jan. 24 (1) Feb. 24 (1) April 13 (1)* June 11 ER/WD (1)	9	June 11 ER	1	W/TH/FR-off	Dec. 23-Jan.3	March 23-27, Good Friday and the Monday after is Teacher Inservice*	June 10/11
Lake Geneva	Sept. 3	Aug. 26-30 (5) Oct. 25 (1) Feb. 21 (1) June 8 (1)	8	Sept. 12 Feb. 13 Oct. 10 Mar. 12 Nov. 14 April 9 Dec. 8 May 14 Jan. 17	9	W/TH/FR-off	Dec. 23-Jan.3	March 23-27, Good Friday and the Monday after Easter	June 5/8
Whitewater	Sept. 3	Aug. 12-23 ,five hrs required , 12 additional PD hours Aug. 27-29 (3) Nov. 27 (.5) Jan. 24 (1) Feb. 28 (.5) June 10-11 (2)	7 days and 12 PD hours	NONE	0	W/TH/FR-off	Dec. 23-Jan. 3	March 23-27, Good Friday off	June 9/10-11
Elkhorn	Sept. 3	Aug. 20-21 (2) Aug. 26-27 (2) Sept. 30 (1) Dec. 2 (1) Jan. 20 (1) Feb. 17 (1) April 13 (1) June 8 (1)	10	NONE	0	W/TH/FR-off	Dec. 23-Jan.3	March 23-27, Good Friday and the Monday after Easter	June 5/8
East Troy	Sept. 3	Aug. 26-29 (4) Sept. 30 (1) Oct. 24 (1) Nov. 26 (1) Jan. 20 (1) Feb. 17 (1) Mar 6 (1) May 15 (1)	11	Dec. 20 ER June 5 ER	2	T/W/TH/FR-off	Dec. 20-Early Release Dec. 23-Jan.1	April 6-13	June 5-Early Release Day

Each school district board shall annually schedule and hold at least 437 hours of direct pupil instruction in kindergarten, at least 1,050 hours of direct pupil instruction in grades 1 through 6, and **at least 1,137 hours of direct pupil instruction in grades 7 through 12.** The school hours are computed as the period from the start to the close of the school's daily instructional schedule. Scheduled hours under this subdivision include recess and time for pupils to transfer between classes but do not include the lunch period. **No more than 30 minutes per day may be counted for recess.** Scheduled hours may also include the hours of instructional programming offered through innovative instructional designs that apply to the entire school or grade level. In computing the minimum number of instructional hours under this subdivision, schools may not count days and parts of days on which parent and teacher conferences are held, staff development or inservice programs are held, schools are closed for inclement weather and no compensatory instruction is offered virtually, and when no direct instruction is provided

118.20 Teacher discrimination prohibited. (1) No discrimination because of sex, except where sex is a bona fide occupational qualification as defined in s. 111.36 (2), race, nationality or political or religious affiliation may be practiced in the employment of teachers or administrative personnel in public schools or in their assignment or reassignment. No questions of any nature or form relative to sex, except where sex is a bona fide occupational qualification as defined in s. 111.36 (2), race, nationality or political or religious affiliation may be asked applicants for teaching or administrative positions in the public schools either by public school officials or employees or by teachers agencies or placement bureaus.

(2) The state superintendent or a person designated by the state superintendent may receive and investigate complaints charging discrimination in employment, assignment or reassignment of teachers or administrative personnel in the public schools and the state superintendent or designee may hold hearings, subpoena witnesses and take testimony to effectuate the purposes of this section.

(3) If the state superintendent finds probable cause to believe that any discrimination prohibited by this section has been or is being practiced, the state superintendent shall immediately endeavor to eliminate the practice by conference, conciliation or persuasion. In case of failure to eliminate the discrimination, the state superintendent shall issue and serve a written notice of hearing, specifying the nature of the discrimination which appears to have been committed, and requiring the public school official, employee, teacher agency or placement bureau named, hereinafter called the "respondent" to answer the complaint at a hearing before the state superintendent. The notice shall specify a time of hearing not less than 10 days after service of the complaint, and a place of hearing within the county in which the discrimination is alleged to have occurred.

(4) After hearing, if the state superintendent finds that the respondent has engaged in discrimination prohibited by this section the state superintendent shall make written findings and recommend such action by the respondent as shall satisfy the purposes of this section and shall serve a certified copy of the findings and recommendations on the respondent together with an order requiring the respondent to comply with the recommendations. Any person aggrieved by noncompliance with the order shall be entitled to have the order enforced specifically by suit in equity. If the state superintendent finds that the respondent has not engaged in the alleged discrimination, the state superintendent shall serve a certified copy of the state superintendent's findings on the complainant together with an order dismissing the complaint.

(5) If any public school official, employee, teachers agency or placement bureau violates sub. (1) or fails or refuses to obey any lawful order made by the state superintendent pursuant to this section, such person shall forfeit and pay into the state treasury not less than \$25 nor more than \$50, or be imprisoned not less than 5 nor more than 30 days. Such violation or failure or refusal to obey an order shall be grounds for the removal of any school district administrator, member of a school board or other public school official. Findings and orders of the state superintendent under this section shall be subject to judicial review under ch. 227.

(6) Upon request of the state superintendent, the attorney general or district attorney of the county in which any investigation, hearing or trial under this section is pending, shall aid and prosecute under supervision of the state superintendent, all necessary actions or proceedings for the enforcement of this section and for the punishment of all violations thereof.

(7) In administering this section the state superintendent shall have authority to make, amend and rescind rules necessary to carry out the purposes of this section.

History: 1975 c. 94; 1977 c. 286 s. 4; 1981 c. 334 s. 25 (2); 1993 a. 492; 1995 a. 27 ss. 3954, 3955, 9145 (1); 1997 a. 27.

Section 118.20 is not the exclusive remedy of a wronged teacher; it is supplementary to the fair employment act, ch. 111. *Kurtz v. City of Waukesha*, 91 Wis. 2d 103, 280 N.W.2d 757 (1979).

118.21 Teacher contracts. (1) The school board shall contract in writing with qualified teachers. The contract, with a copy of the teacher's authority to teach attached, shall be filed with the school district clerk. Such contract, in addition to fixing the teacher's wage, may provide for compensating the teacher for necessary travel expense. A teaching contract with any person, not legally authorized to teach the named subject or at the named school shall be void. All teaching contracts shall terminate if, and when, the authority to teach terminates.

(2) Any person who contracts to teach in any public school shall file in the office of the school district administrator, within 10 days after entering into such contract, a statement showing the date of expiration, if any, and the grade and character of certificate or license held. In any school district not having a school district administrator, the statement shall be filed with the school district clerk. Teachers employed by a cooperative educational service agency shall file the statement in the office of the agency coordinator. No order or warrant may be issued by the school district clerk in payment of the salary of any teacher, unless the teacher has complied with this subsection.

(3) School boards may provide in the contracts of teachers of agricultural and homemaking courses for payment out of school district funds for services performed outside the school district and connected with the performance of their regular teaching duties, and for travel expenses connected with such services.

(4) School boards may give to any teacher, without deduction from the teacher's wages, the whole or part of any time spent by the teacher in attending a teachers' educational convention, upon the teacher's filing with the school district clerk a certificate of attendance at the convention, signed by the person or secretary of the association conducting the convention.

History: 1979 c. 301; 1993 a. 492; 2017 a. 59.

Cross-reference: See s. 118.22 (2) for requirement that majority vote of full board membership is required for employment of a teacher.

A collective bargaining provision that releases only teacher members of a majority union from in-service days to attend, with pay, a state convention of the union is discriminatory, but the school board can deny compensation to minority union members who attend a regional convention of their union if they do so in good faith. *Board of Education v. WERC*, 52 Wis. 2d 625, 191 N.W.2d 242 (1971).

A teacher's lack of legal authority to teach assigned courses, although known to the school board at time of hiring and subsequent assignments, was sufficient ground for dismissal despite the fact that school superintendent repeatedly assured the teacher that the certification problem was an administrative omission that would be cured by the board. *Grams v. Melrose-Mindoro Jt. School Dist. No. 1*, 78 Wis. 2d 569, 254 N.W.2d 730 (1977).

An individual teacher's contract under ss. 118.21 and 118.22 is subservient to a collective bargaining contract under s. 111.70. 60 Atty. Gen. 342.

School boards have authority to contract with teachers to provide for an increment or sum in addition to their regular salary in return for the teacher choosing an early retirement option. 63 Atty. Gen. 16.

Even though a teacher was properly dismissed for an admitted violation of school rules, she was entitled to a due process hearing on other charges affecting her reputation as a teacher. *Carpenter v. Greenfield School Dist. No. 6*, 358 F.Supp. 220 (1973).

118.22 Renewal of teacher contracts. (1) In this section: *

(a) "Board" means a school board, technical college district board, board of control of a cooperative educational service agency or county children with disabilities education board, but does not include any board of school directors in a city of the 1st class.

(b) "Teacher" means any person who holds a teacher's certificate or license issued by the state superintendent or a classification status under the technical college system board and whose legal employment requires such certificate, license or classification status, but does not include part-time teachers or teachers employed by any board of school directors in a city of the 1st class.

(2) On or before May 15 of the school year during which a teacher holds a contract, the board by which the teacher is employed or an employee at the direction of the board shall give the teacher written notice of renewal or refusal to renew the teacher's contract for the ensuing school year. If no such notice is given on or before May 15, the contract then in force shall continue for the ensuing school year. A teacher who receives a notice of renewal of contract for the ensuing school year, or a teacher who does not receive a notice of renewal or refusal to renew the

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teacher's contract for the ensuing school year on or before May 15, shall accept or reject in writing such contract not later than the following June 15. No teacher may be employed or dismissed except by a majority vote of the full membership of the board. Nothing in this section prevents the modification or termination of a contract by mutual agreement of the teacher and the board. No such board may enter into a contract of employment with a teacher for any period of time as to which the teacher is then under a contract of employment with another board.

(3) At least 15 days prior to giving written notice of refusal to renew a teacher's contract for the ensuing school year, the employing board shall inform the teacher by preliminary notice in writing that the board is considering nonrenewal of the teacher's contract and that, if the teacher files a request therefor with the board within 5 days after receiving the preliminary notice, the teacher has the right to a private conference with the board prior to being given written notice of refusal to renew the teacher's contract.

History: 1971 c. 154; 1981 c. 223; 1983 a. 189; 1993 a. 399, 492; 1995 a. 27 s. 9145 (1); 1997 a. 27, 164; 2011 a. 10, 114.

Notice of intent not to renew that part of a contract providing extra pay for extra work as a coach is not necessary. *Richards v. Sheboygan Board of Education*, 58 Wis. 2d 444, 206 N.W.2d 597 (1973).

Under the facts of the case, the failure to timely provide notice of the right to a private conference under sub. (3) did not provide sufficient grounds to issue a writ of mandamus. *Rauhouser v. CESA No. 4*, 75 Wis. 2d 52, 248 N.W.2d 442 (1977).

In the absence of evidence of a school board's bias, the trial court had no jurisdiction to hold a de novo hearing regarding the competence of a teacher facing nonrenewal under sub. (3). *Naus v. Sheboygan Falls Joint School District No. 1*, 76 Wis. 2d 104, 250 N.W.2d 725 (1977).

Arbitration was proper under a "discharge and nonrenewal" clause in a collective bargaining agreement when the school board did not offer teacher a second contract after rejecting a contract that was signed and returned by the teacher with the title "probationary contract" crossed out. *Jefferson Joint School Dist. No. 10 v. Jefferson Education Association* 78 Wis. 2d 94, 253 N.W.2d 536 (1977).

Under sub. (2), a board has the exclusive right to hire and fire a teacher. Due process does not require that the board be an impartial decisionmaker. *Hortonville Education Association v. Hortonville Joint School District No. 1*, 87 Wis. 2d 347, 274 N.W.2d 697 (1979).

An employment contract that recites that a teacher's employment will not be renewed cannot be construed as a waiver of rights granted by this section. There is a presumption of good faith applicable to a board's decisions. *Faust v. Ladysmith-Hawkins School Systems*, 88 Wis. 2d 525, 277 N.W.2d 303, 281 N.W.2d 611 (1979).

The layoff of a teacher is not the equivalent of a "refusal to renew" when a collective bargaining agreement under s. 111.70 contains layoff provisions incorporated in the teacher's contract. *Mack v. Joint School District No. 3, Hales Corners*, 92 Wis. 2d 476, 285 N.W.2d 604 (1979).

Arbitrators appointed pursuant to the grievance procedure contained in a collective bargaining agreement properly held a de novo factual hearing to determine whether just cause existed for the school board to terminate a teacher. *Fortney v. School District of West Salem*, 108 Wis. 2d 167, 321 N.W.2d 255 (1982).

A teacher who forgot to accept an employment offer under s. 118.22 (2) and who was consequently terminated did not voluntarily terminate employment under s. 108.04 (7). *Nelson v. LIRC*, 123 Wis. 2d 221, 365 N.W.2d 629 (Ct. App. 1985).

Sub. (2) requires written notice of nonrenewal. A district must follow the explicit written notice requirement. *Sterlinske v. School District of Bruce*, 211 Wis. 2d 608, 565 N.W.2d 273 (Ct. App. 1997), 96–2624.

A "private conference" under sub. (3) on nonrenewal of teacher's contract is a "meeting" within s. 19.82 (2). 66 Atty. Gen. 211.

Civil rights; academic freedom; refusal to hire a nontenure teacher for a constitutionally impermissible reason. 1970 WLR 162.

Fairness of a hearing before a school board on nonrenewal of a teacher's contract. 1971 WLR 354.

118.223 Collective bargaining. Except as provided under subch. IV of ch. 111, no school board may collectively bargain with its employees.

History: 2011 a. 10.

118.225 Teacher evaluations. A school board may use value-added analyses of scores on the examinations administered to pupils under s. 118.30 and 20 USC 6311 (b) (2) to evaluate teachers if the school board has developed a teacher evaluation plan that includes all of the following:

- (1) A description of the evaluation process.
- (2) Multiple criteria in addition to examination results.
- (3) The rationale for using examination results to evaluate teachers.
- (4) An explanation of how the school board intends to use the evaluations to improve pupil academic achievement.

History: 2009 a. 60; 2011 a. 105; 2017 a. 36.

118.23 Populous counties; teacher tenure. (1) In this section "teacher" means any person who holds a teacher's certificate or license and whose legal employment requires such certificate or license, who is employed full time and meets the minimum requirements prescribed by the governing body employing such person and who is employed by a school board, board of trustees or governing body of any school operating under chs. 115 to 121 and lying entirely and exclusively in a county having a population of 750,000 or more. "Teacher" does not include any superintendent or assistant superintendent; any teacher having civil service status under ss. 63.01 to 63.17; any teacher in a public school in a 1st class city; or any person who is employed by a school board during time of war as a substitute for a teacher on leave while on full-time duty in the U.S. armed forces or any reserve or auxiliary thereof and who is notified in writing at the time of employment that the position is of a temporary nature.

(2) All teachers shall be employed on probation, but after continuous and successful probation for 3 years and the gaining of the 4th contract in the same school system or school, their employment shall be permanent except as provided in sub. (3). All principals shall be employed on probation, but after continuous and successful probation for 3 years and the gaining of a 4th contract in the same school system or school, their employment shall be permanent except as provided in sub. (3). Upon accepting employment in another school system or school to which this section applies, a teacher who has acquired permanent employment under this section shall be on probation therein for 2 years. After continuous and successful probation for 2 years and gaining the 3rd contract in such school system or school, employment therein shall be permanent except as provided in sub. (3). A person who acquired tenure as a teacher under this section shall not be deprived of tenure as a teacher by reason of the person's employment as a principal.

(3) No teacher who has become permanently employed under this section may be refused employment, dismissed, removed or discharged, except for inefficiency or immorality, for willful and persistent violation of reasonable regulations of the governing body of the school system or school or for other good cause, upon written charges based on fact preferred by the governing body or other proper officer of the school system or school in which the teacher is employed. Upon the teacher's written request and no less than 10 nor more than 30 days after receipt of notice by the teacher, the charges shall be heard and determined by the governing body of the school system or school by which the teacher is employed. Hearings shall be public when requested by the teacher and all proceedings thereat shall be taken by a court reporter. All parties shall be entitled to be represented by counsel at the hearing. The action of the governing body is final.

(4) If necessary to decrease the number of permanently employed teachers by reason of a substantial decrease of pupil population within the school district, the governing body of the school system or school may lay off the necessary number of teachers, but only in the inverse order of the appointment of such teachers. No permanently employed teacher may be prevented from securing other employment during the period that the teacher is laid off under this subsection. Such teachers shall be reinstated in inverse order of their being laid off, if qualified to fill the vacancies. Such reinstatement shall not result in a loss of credit for previous years of service. No new permanent or substitute appointments may be made while there are laid off permanent teachers available who are qualified to fill the vacancies.

(6) This section does not apply after December 21, 1995. Any person whose employment is permanent under sub. (3) on December 21, 1995, shall retain all of the rights and privileges of such permanent employment after that date.

History: 1971 c. 154; 1979 c. 89; 1981 c. 223; 1983 a. 391; 1993 a. 492; 1995 a. 111; 2011 a. 10; 2017 a. 207 s. 5.

Layoff and reinstatement provisions in this section are to be applied separately to classroom teachers and principals. 70 Atty. Gen. 6.



Emergency Drill Reporting Form

School: Lakeland School	Date: 1/15/19
Individual Completing Form: Matt Conrardy	Title: Principal
Time Alarm Sounded: 10:56am	Time Drill Concluded: Times varied

Type of Drill:	Notification/Alert Method:	Weather Conditions:	Participants:
<input checked="" type="checkbox"/> Fire/Evacuation <input type="checkbox"/> Lockdown <input type="checkbox"/> Soft Lockdown <input type="checkbox"/> Tornado <input checked="" type="checkbox"/> Other (Stop & Think Drill)	<input type="checkbox"/> Bell/Alarm <input checked="" type="checkbox"/> Intercom <input type="checkbox"/> Vocera <input type="checkbox"/> Phone <input type="checkbox"/> Megaphone <input type="checkbox"/> Siren <input type="checkbox"/> Other	<input type="checkbox"/> Clear <input checked="" type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Windy <input type="checkbox"/> Snow/Sleet <input type="checkbox"/> Hail	<input checked="" type="checkbox"/> School Admin. <input checked="" type="checkbox"/> Teachers/TAs <input checked="" type="checkbox"/> Custodial <input checked="" type="checkbox"/> Students <input type="checkbox"/> Police <input type="checkbox"/> Fire <input type="checkbox"/> Other
Timing of Drill:	Problems Found:	Check All That Apply:	Lockdown:
<input type="checkbox"/> Before School <input checked="" type="checkbox"/> During Classes <input type="checkbox"/> Passing Time <input checked="" type="checkbox"/> Recess <input type="checkbox"/> Lunch <input type="checkbox"/> Assembly <input type="checkbox"/> After School <input type="checkbox"/> Other	<input type="checkbox"/> Alarm not heard <input type="checkbox"/> Students Confused <input type="checkbox"/> Congestion in Hallways <input type="checkbox"/> Prolonged Evacuation <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Staff unsure of responsibilities <input type="checkbox"/> Weather Issues <input type="checkbox"/> Students Unaccounted <input type="checkbox"/> Noise Issues <input type="checkbox"/> Vocera Communication <input checked="" type="checkbox"/> Other None	<input type="checkbox"/> Unable to lock doors <input type="checkbox"/> Doors left open <input type="checkbox"/> Lights left on <input type="checkbox"/> Staff and students visible <input type="checkbox"/> Blinds left open <input type="checkbox"/> Other

Brief Summary of the Emergency/Drill:

Throughout the year we will be implementing Stop & Think drills. Today we did a Stop & Think fire drill which allowed for the staff and students to stop and discuss as a group how they would safely evacuate the building if the fire alarm sounded. This allows for us to consistently practice our safety procedures regardless of how the weather is outside.

Weather Related Closings

A frequently asked question is how we determine school closings for inclement weather. Snow/ice and extreme cold are the two most common reasons for closings.

Snow/ice on the roads closings are determined on a case by case basis considering the timing of the storm, snow depth, drifting, etc. and how safely we can transport students to and from school and the ability of employees to travel. If it is determined that transportation will be too difficult, schools will be closed.

For **extreme cold**, we use information from the National Weather Service in Milwaukee/Sullivan. The National Weather Service wind chill warning is a key factor that we consider. The National Weather Service issues a wind chill warning when the wind chills hit -35 below. If there are low wind chills combined with other weather concerns then we consider all factors to determine if schools will be closed.

If schools are closed, it will be announced via Skylert message, on the district webpage, and on Facebook pages. Local radio and TV stations are also notified. Parents have the right to keep their children home if they do not want them to go outside.