

CONTRACT RENEWAL PROCEDURE - KNOW YOUR RIGHTS

For a number of teachers, March 1 may have a special meaning.

Wisconsin Statute (118.22) requires that any Board of Education that is considering the non-renewal of any teacher's contract must notify that teacher at least fifteen (15) days prior to March 15. This means the Board has until the last day of February. This is called the Preliminary Notice of Non-Renewal and must be in writing.

The formal notice of non-renewal must come to the teacher by March 15th! It is also true that the Board of Education must notify teachers of the renewal of their contract by the same date. If the Board sends a teacher neither a renewal nor a non-renewal notice by March 15th, the statute requires that the contract then in force remains in effect for the coming school year. However, the teacher must accept or reject the "non offer" before April 15th! All teachers must accept their contracts by April 15th.

CONTRACT SELF-RENEWAL

A teacher who does not receive a preliminary notice of consideration of non-renewal by March 1 cannot be non-renewed. Layoff notices, however, may occur after this date, depending on the language found in your local collective bargaining agreement.

If no preliminary notice arrives, or if one does but the Board does not follow it with a vote to non-renew and proper notice given to the teacher by March 15, each teacher is assured a contract if the teacher accepts the renewal by April 15.

Frequently, the district offers individual contracts to teachers in March. In these cases, the teacher can indicate acceptance by signing and returning the individual contract. Each such contract must contain a qualification that the wages and working conditions will be subject to any applicable collective bargaining agreement (master contract), which is to be negotiated for the next year. In the event no letter or individual contract arrives to the teacher, the teacher **must** accept the renewal of his/her contract in writing by April 15.

A written statement, "**I accept the renewal of my teaching contract for the 2003-2004 school year**", is all that is needed. Anything else written on your contract amounts to a counter proposal. The Board does not have to accept it or to reissue the contract. It should be signed, dated and delivered to the administration **by April 15**. We suggest that you maintain a copy for your personal records. If you have any questions, don't hesitate to call Paul Hambleton, Steve Holzhausen, or Brett Pickerign at the WCEA office in Menomonie at 1-800-472-6801 or 235-6808 in the Menomonie area.

Non-Renewals

The rights to continued employment by a teacher are quite limited under existing law. In fact, all that the Board of Education is required to do, other than the two notices referred to above, is to grant the teacher the right to a private conference with the Board, **IF THE TEACHER REQUESTS SUCH A CONFERENCE WITHIN 5 DAYS AFTER RECEIVING THE PRELIMINARY NOTICE**. It is extremely important to note that the five (5) days referred to in the statute refers to calendar days and not working days.

It is also important to note that it is not permitted for the Board of Education to make a decision on the non-renewal until after the private conference is concluded, and the decision to non-renew must be by majority vote of the entire Board membership.

The private conference, as defined by statute, is merely procedural. Furthermore, the private conference outlined in the statute only effects full-time teachers, not part-time teachers or ESP members. However, some collective bargaining agreements, and to a limited degree past practice, may extend the conference right to part-time teachers.

Because all of the WCEA contracts have a "just cause" provision and/or evaluation procedures, teachers will have an opportunity to pursue, through a disinterested third party, a resolution to their problem. Just cause, however, may not apply to all teachers, especially those who have not yet passed the probationary period for new teachers enumerated in your collective bargaining agreement. In every instance of a non-renewal, WCEA staff should be contacted to help prepare for the private conference. In all instances where a non-renewal occurs, the teacher will be represented at the arbitration by WCEA Executive Director(s) Fred Andrist, Steve Holzhausen or Brett Pickerign.

It must be pointed out that 118.22 only provides a procedure for non-renewal. Since the private conference is before the Board of Education and not an impartial third party, its decision usually affirms the Superintendent's recommendation to non-renew.

ONE FINAL WORD OF CAUTION: If your School District Administrator or Principal approaches you with, "resign or be non-renewed", by all means, contact your UniServ. Administrators offer their "deal" not because they have your best interest at heart, but rather because they may not have the facts necessary to prevail in a non-renewal arbitration or they want to avoid paying for your unemployment compensation.

Unemployment Compensation (U.C.): Teachers who are non-renewed and/or laid off are entitled to unemployment compensation the first week after the school year ends in May or June. The Wisconsin Supreme Court has decided that you are entitled to summer unemployment benefits even if you are partially laid off. However, please be advised that School Districts are notorious for trying to get out from under paying unemployment compensation by challenging claims. This problem is compounded when viewed along with some of the narrow decisions/interpretations of the law by U.C. Hearing Officers. Nevertheless, all persons non-renewed/laid-off should apply for U.C. and contact your UniServ Office immediately.

REMEMBER!! You have the right to be represented if you have any of the problems above. All it will take for your own "peace of mind" will be a **call to the WCEA Office toll free at 1-800-472-6801 or 235-6808 in the Menomonie area.**

JUST CAUSE PROTECTION: Remember, as stated above, the 118.22 Statute applies to all full-time teachers in WCEA. More importantly, the just cause standard for non-renewal applies to all non-probationary WCEA teachers. While 118.22 provides the procedure for non-renewal or renewal of an individual contract, the WCEA negotiated master contract sets the standards by which a district's actions will be judged. A grievance on a non-renewal will result in the Board's actions being reviewed by a professional neutral - usually a state-appointed arbitrator; thus, even if a district follows the 118.22 procedures properly, but that district lacked just cause for its actions, a grievance can be processed and the non-renewal can be overturned.

LAYOFFS: Layoffs add another set of considerations to teacher non-renewals. It is the layoff language of the master contract which basically determines whether or not the district must non-renew a teacher in order to lay off that teacher. If your master contract has a layoff notification date,

that is what governs. It is our opinion that if your master agreement's layoff provisions are silent with respect to layoff notification deadlines, then the non-renewal time lines and procedure of Wisconsin Statute 118.22 apply. In other words, if there is no layoff date in your contract, the district must comply with Statute 118.22 if your individual teaching contract is to be reduced totally or partially. As always, if you have questions or concerns as to whether your district is following the correct procedures, contact the WCEA Office for advice.

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