



*Respectful, Responsible, Safe & Prepared*

## **PERSONNEL COMMITTEE MEETING MINUTES**

**May 1, 2023 – 7:00 p.m.**

**Waupaca High School Community Room and [Live Stream](#)**

### **Welcome and Call to Order:**

The meeting was called to order by Committee Chairperson Betty Manion at 7:00 p.m.

### **Roll Call:**

Present in the WHS Community Room: All members of the Committee were present (Chairperson Betty Manion, Ron Brooks, and Lori Chesnut). Additionally, Board members Dale Feldt, Steve Klismet, Molly McDonald, and Bob Adams were present.

### **Also Present:**

Present in the WHS Community Room: Ron Saari and Sandy Lucas.

### **Approval of Agenda:**

A motion was made by Ron Brooks and seconded by Lori Chesnut to approve the agenda as presented. The motion carried unanimously on a voice vote.

### **Review of Board Meeting Norms:**

The Committee reviewed their collective commitments.

### **Updating Teacher Contract Language:**

District Administrator Ron Saari advised the Committee that the District's attorney, James Macy, has recommended updates be made to the individual teacher contract, specifically relating to the contract term, liquidated damages, and layoff language. This will provide more clarity in teacher expectations, and all suggested recommendations have been vetted by the District's attorney.

#### Contract Term:

Mr. Saari advised that it is not recommended to set out the number of work days per year in the teacher contract, but instead to simply refer to the calendar as set by the Board. However, the number of teacher work days will remain in the Teacher Handbook and there will be no change to the number of days. Additional language was also added relating to the duties and responsibilities of a FTE teacher.

Concerns were raised about the number of work days not being included in the contract, and if the 189 days were all full days. It was pointed out that the Teacher Handbook is part of the contract and continues to state that the number of work days will be 189 full days, which also includes three holidays, so actually it is 186 work days. Mr. Saari advised that teachers no longer work half days – professional development is done on Wednesday afternoons and parent teacher conferences are in the evenings. He also advised that if the Administration wanted to change the number of work days and/or work hours per day, it would have to be approved by the Board because it is in the Teacher Handbook.

Committee member Ron Brooks requested that the teachers' responsibilities on virtual learning days due to inclement weather be included in the Teacher Handbook.

### Liquidated Damages:

Mr. Saari advised that liquidated damages are fees assessed to teachers who break their teaching contract. Because the current language provides no liquidated damages assessment if a teacher breaks their contract during the month of June, and because of the costs associated with each hire, Attorney Macy recommended using May 31 as the deadline to return contracts (rather than June 15) to the District Office and using the following tiered schedule of liquidated damages:

After May 31, but on or before June 15, the teacher will forfeit \$1,500 as liquidated damages.  
After June 15, but before July 1, the teacher will forfeit \$2,500 as liquidated damages.  
After July 1 through the start of school on September 1, the teacher will forfeit \$3,000 as liquidated damages.

Committee Chairperson Betty Manion commented that although she understands Administration's time and costs associated with hiring, the liquidated damages amounts are too high. She suggested that they should start with \$1,500 but increase in \$500 increments instead (\$1,500/\$2,000/\$2,500).

Concerns were also raised regarding extenuating circumstances that may cause a teacher to break their contract. Mr. Saari advised that Administration reviews each instance and in certain instances, will waive the fee. He added that many times a teacher leaves for another district so that other district pays the liquidated damages cost on the teacher's behalf. The Committee didn't view the tiered schedule as being punitive but as the District being proactive – if you're thinking of leaving, you're doing so well before the May 31 deadline.

After further discussion, Committee Chairperson Manion then suggested, and the Committee as a whole agreed, that the tiered schedule of liquidated damages fees will be changed to:

After May 31, but on or before June 15, the teacher will forfeit \$1,500 as liquidated damages.  
After June 15, but before July 1, the teacher will forfeit ~~\$2,500~~ \$2,000 as liquidated damages.  
After July 1 through the start of school on September 1, the teacher will forfeit \$3,000 as liquidated damages.

### Layoff:

Mr. Saari advised that the current teacher contract does not contain a layoff provision, so Attorney Macy recommended it be included in the teacher contract as well as in Board Policy 3140. This would allow the District, if financial needs arise, to provide a layoff notice rather than a nonrenewal notice to staff, which clarifies the process and does not cause undue stress on staff. He added that the District works hard not to do layoffs but instead reduce staff through attrition – it is part of the Administration's philosophy. However, currently we have to let staff know in March and April of nonrenewal, but through attrition we call them back as needed. This layoff language would mean we wouldn't have to provide the nonrenewal notice. He added that the purpose of nonrenewal is for performance reasons, not financial reasons. The layoff notice would also mean that the employee could apply for unemployment compensation. It is a win-win situation.

A motion was made by Ron Brooks and seconded by Lori Chesnut to make a recommendation to the full Board to approve the updated language changes to the individual teacher contract, specifically relating to the contract term and liquidated damages sections, as well as the addition of layoff language, as presented. The motion carried unanimously on a voice vote.

### **Adjournment:**

A motion was made by Ron Brooks and seconded by Lori Chesnut to adjourn the meeting at 7:44 p.m. The motion carried unanimously on a voice vote.