

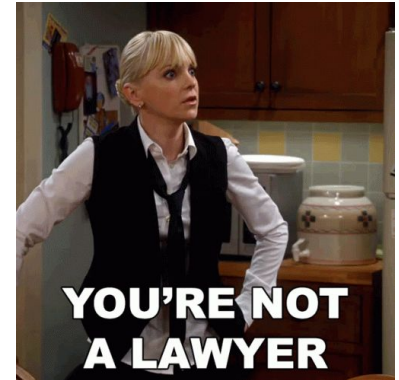


# The Perfect Employment Contract

Mike Koltes and Nate Jaeger

# Overview

- Disclaimer: We are not your legal team
- Pre-employment
  - Considerations in the hiring process
  - Conditional offers
  - Who gets a contract vs who doesn't



## Overview Continued

- What elements should be included in a contract
  - Days
  - Term
  - Job title
  - Other
- Examples: Let's play real or fake contract?
- Dealing with extra curricular activities, coaching, other pay

# Overview Continued

- Contract administration
  - Statutory requirements and timelines
  - Renewal of contracts vs Issuing new each year
  - Tips and tricks to perfect your processes

## Turn and Talk

What is one thing in your employee contracting process that you currently struggle the most with?

### Examples

- Contract doesn't match handbook or board policy
- Struggle to understand what to pay and how many days a staff member works based on the contract
- Liquidated damages
- I have a completely paper based process

# Before Entering into a Contract

## Hiring Process Considerations

- Clear and accurate job posting
- Screening candidates and verifying licensing/credentials
- Signed acknowledgment of job description
- Negotiation and verbal acceptance of terms
- Conditional Offer of Employment
- Board approval (as applicable)
- Issue contract

## Acknowledgment of Job Description

- Transparency/clarity
- Awareness - know what they are signing up for
- Competence - verify ability

### ACKNOWLEDGEMENT OF JOB DESCRIPTION DEFOREST AREA SCHOOL DISTRICT

Position: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

I have reviewed the job description provided and understand the requirements of the position.

\_\_\_\_\_ (initial here)

After reviewing the job description and requirements, I hereby certify that I am able to perform all of the primary functions required of this position.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If no, which primary functions would you have difficulty performing: (please list)

Are there any reasonable accommodations that could be made that would allow you to perform the primary functions above?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If yes, please describe:

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

# Conditional Offer of Employment

Once a candidate is identified and recommended for hire, a district may issue a conditional offer of employment. This document should include:

- Summary of offer (position, salary, # of days, etc.)
- Any defined conditions the offer is subject to
- A deadline by which the candidate must accept the offer (or it becomes void)
- That the candidate is not an employee of the district until all conditions are met
- Other





# Potential Conditions of Employment

- Licensure
- Transcripts
- Release from Other Contract
- Criminal Background Check
- TB Test
- Employment Eligibility
- Drug Test
- Board Approval
- Other...

## DEFOREST AREA SCHOOL DISTRICT

Human Resources Department • 500 S Cleveland Ave • DeForest, WI 53532 • (608) 842-6520

### CONDITIONAL OFFER OF EMPLOYMENT

<b>Name:</b>	<b>Contract Type:</b> FTE :
<b>Position:</b>	<b>Starting Annual Salary:</b> \$
<b>Initial Building Assignment:</b>	Includes 189 contract days and 2 orientation days
<b>Supervisor:</b>	<b>Beginning Date:</b> for 189 day contract <b>New Teacher Orientation:</b> Two (2) Required Days

I am pleased to inform you that you are being conditionally offered employment with the DeForest Area School District. Your employment, as described above, is contingent upon the following:

- Acceptance of Conditional Offer:** A copy of this Conditional Offer of Employment form must be completed, signed and received in the Human Resources Department **no later than 7/14/2023, or this offer becomes null and void.**
- Licensing:** We must receive a copy of your teaching license from the Wisconsin Department of Public Instruction. If you do not have a current license for this position, employment will be contingent upon your applying for, and receiving, a regular or a temporary Wisconsin license. A copy of your Wisconsin teaching license, or evidence of your application for a Wisconsin teaching license, must be received in the Human Resources Department **no later than 7/21/2023 or this offer becomes null and void.**
- Receipt of Official Transcripts:** Please have each University or College attended for course credit send your Official Transcripts to the DeForest Area School District. Official Transcripts must be received in the Human Resources Department **no later than 7/21/2023, or this offer becomes null and void.**
- Release from Other Contract:** Are you under contract as a teacher with another Wisconsin school district for the 2023-24 school year?  
No Yes If yes, please obtain a letter from your school board releasing you from that contract.
- Satisfactory Outcome of a TB skin test:** The satisfactory results of a TB skin test must be received before your beginning date, referenced above.
- Criminal Information Records Check:** The DeForest Area School District conducts a criminal information records check of all teachers issued a Conditional Offer of Employment, to ascertain whether the circumstances of a criminal conviction, or a pending criminal charge, substantially relate to the particular job.
- Board of Education Approval:** This offer of employment and satisfaction of the contingencies contained in this document are subject to the discretion and approval of the DeForest Area School District Board of Education.
- Employment Eligibility Verification, W-4, and other hiring paperwork should be returned to Human Resources.** Insurance Forms must be completed on the first day of work.
- Resignation Fees:** By accepting this Conditional Offer, you are agreeing to the following liquidated damages outlined in the DASD Employee handbook and as follows: a Teacher who resigns his/her position or breaches his/her contract on or after July 1 through July 31, shall be liable for and shall pay \$750 in liquidated damages; if the resignation or a breach occurs on or after August 1 through August 15, teacher shall be liable for and shall pay \$1,000 in liquidated damages; if the resignation or a breach occurs on or after August 16 the teacher shall be liable for and shall pay \$1,500 in liquidated damages.  
**Initials** \_\_\_\_\_

Sincerely,

Nathan Jaeger  
Director of Human Resources

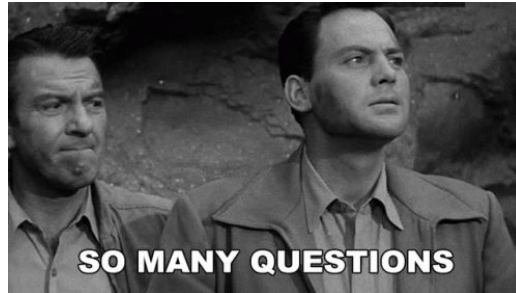
Date: November 22, 2023

I will ( ) will not ( ) accept this offer of employment with the DeForest Area School District subject to the conditions stated above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Questions

# Questions



# Elements of a Contract

## **Contract**

A contract is a legal agreement between two or more parties. The elements of a contract may be defined as follows: The remedy for a breach of a contract can be...

# General Elements of a Contract

1. Offer
  - a. What each party commits to doing/offering
  
2. Consideration
  - a. What is being promised in exchange
  
3. Acceptance
  - a. Agreement to the terms and conditions

## General Elements of a Contract (Continued)

4. Awareness
  - a. Both parties know what they are signing up for
  
5. Competence/Capacity
  - a. Capable and authorized

# Teacher Contracts



# Teacher Contracts

- Subject to Wis. Stat. 118.21 and 118.22
- Components of a teacher contract
  - Teacher's Name
  - Teacher's fixed wage and FTE
  - Any potential travel expenses (optional)
  - Contract term
  - Start and end dates
  - Number of days
  - Liquidated damages
  - Signatures

# Dealing with Stipends for Other Duties

Coaching, activities, curriculum, etc

- Best practices
  - Separate “letter of assignment” from regular contract or agreement
  - Maybe a “one way” memo to staff with basics
  - Understand standard to separate/terminate



# Samples

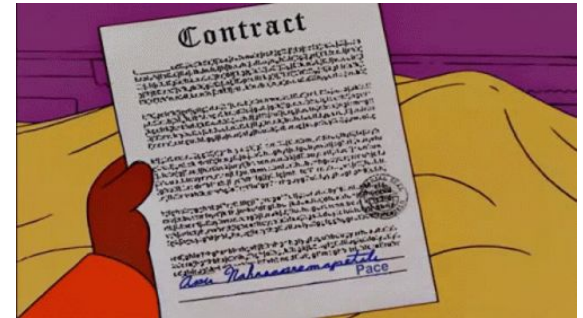
Sample Contracts and Letters of Assurance

[Click the link here](#)

# Real or Fake Contract / Contract Language

Audience participation required

- [Examples 1 & 2](#)
- [Example 3](#)
- [Example 4](#)





DeForest Area School District  
500 S. Cleveland Ave.  
DeForest WI 53532

Employee Name

### SUPPORT STAFF LETTER OF INTENT TO RETURN

**RE: Letter of Intent for the 2023-24 School Year**

This letter is to provide you, a DeForest Area School District Support Staff employee, written notification of reasonable assurance of continued employment with the District for the 2023-2024 school year in compliance with Wis. Stat. § 108.04(17). Your position during the next school year will be reasonably similar to your current position concerning the terms and conditions of employment. However, depending on student and school needs, the District retains the right to assign people in positions, times, and locations at the discretion of the District. This letter is not intended to serve, nor should it be viewed as a contract. Your employment will continue to be subject to the provisions of the Employee Handbook and District and Board policy as applicable, and nothing herein is intended to affect your at-will employment status. Please note that pursuant to Wis. Stat. § 108.04(17) school employees who work during the academic year but not during the summer are not eligible for unemployment insurance benefits during the summer if they have reasonable assurance of employment for the following school year.

**Please complete and sign the form by June 1, 2023 indicating whether you intend to continue your employment with the DeForest Area School District for the 2023-24 school year. If you do not return this online form by the due date listed above, the District will consider you to have voluntarily terminated your employment.**

Your last day of employment with the DeForest Area School District for the 2022-23 academic year will be June 6, 2023. The first day of the 2023-2024 academic year will be August 28, 2023.

\_\_\_\_\_ I will be returning for the 2023-24 school year

\_\_\_\_\_ I will not be returning for the 2023-24 school year

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Date

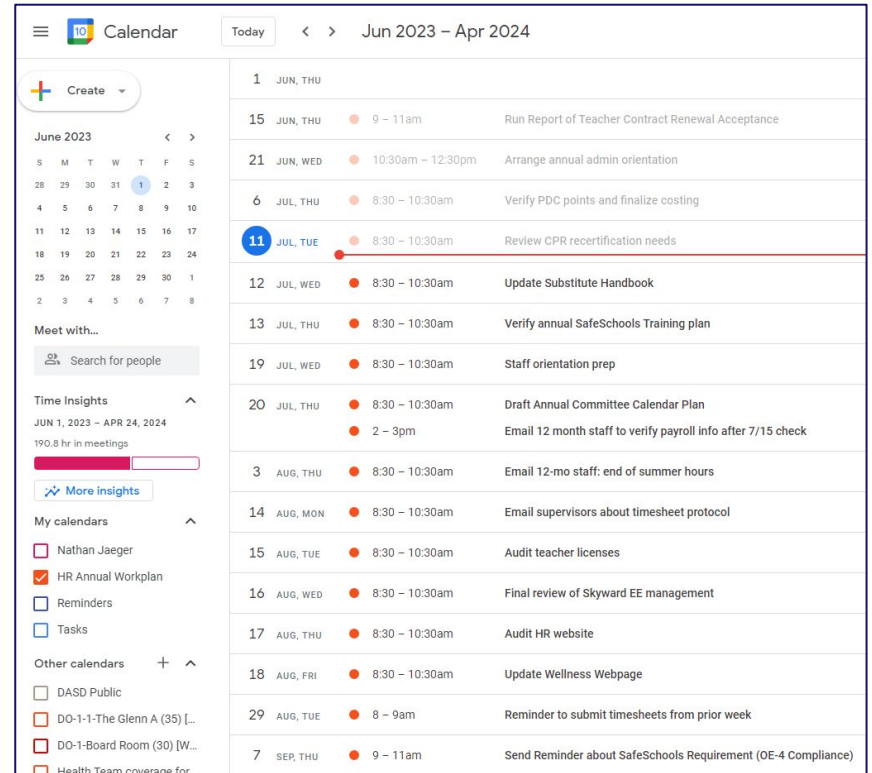
# Contract Administration

# Process Considerations

- Be aware/ahead of statutory deadlines and internal dates
  - Preliminary notice of nonrenewal
  - Renewal / non renewal
  - Board meeting schedule
  - Handbook language
- Create an annual work calendar
  - Include renewal timelines for both admin and certified staff
  - Email principals inquiring about potential non renewals
  - Remind one-year employees their contract is not subject to renewal

# Annual Work Calendar

- Choose a tool (Google/ spreadsheet/ etc.)
- Make is something you look at every day
- Make visible to team for shared accountability
- Consider it a working document



The screenshot displays a Google Calendar interface for the period from June 2023 to April 2024. The calendar is set to a monthly view, with the current date being July 11, 2023. The interface includes a 'Create' button, a 'Meet with...' search bar, and a list of 'My calendars' including 'Nathan Jaeger', 'HR Annual Workplan', 'Reminders', and 'Tasks'. The main calendar area shows a list of events with their dates, times, and titles. The events are as follows:

Date	Time	Event Title
1 JUN, THU		
15 JUN, THU	9 – 11am	Run Report of Teacher Contract Renewal Acceptance
21 JUN, WED	10:30am – 12:30pm	Arrange annual admin orientation
6 JUL, THU	8:30 – 10:30am	Verify PDC points and finalize costing
11 JUL, TUE	8:30 – 10:30am	Review CPR recertification needs
12 JUL, WED	8:30 – 10:30am	Update Substitute Handbook
13 JUL, THU	8:30 – 10:30am	Verify annual SafeSchools Training plan
19 JUL, WED	8:30 – 10:30am	Staff orientation prep
20 JUL, THU	8:30 – 10:30am 2 – 3pm	Draft Annual Committee Calendar Plan Email 12 month staff to verify payroll info after 7/15 check
3 AUG, THU	8:30 – 10:30am	Email 12-mo staff: end of summer hours
14 AUG, MON	8:30 – 10:30am	Email supervisors about timesheet protocol
15 AUG, TUE	8:30 – 10:30am	Audit teacher licenses
16 AUG, WED	8:30 – 10:30am	Final review of Skyward EE management
17 AUG, THU	8:30 – 10:30am	Audit HR website
18 AUG, FRI	8:30 – 10:30am	Update Wellness Webpage
29 AUG, TUE	8 – 9am	Reminder to submit timesheets from prior week
7 SEP, THU	9 – 11am	Send Reminder about SafeSchools Requirement (OE-4 Compliance)

# Standardize Annual Processes

- Don't reinvent the wheel
- Save recurring communications (by employee group)
  - Emails
  - Video tutorials
  - Notice templates
  - Skyward reports
  - Other
- Consistency and routine benefits everyone

November 1

Superintendent,

We still have a couple of months, but I have a reminder on my annual HR calendar related to administrator contract renewals. If we are considering a non-renewal, the Board would be required to provide preliminary notice in writing at least five months prior to the expiration of the contract. For our June 30 contracts, that deadline is January 31. There are additional steps that should take place before January 31 which is why I am sending the reminder now. We have administrators on a 2022-24 and 2023-25 contract cycles. Please let me know if there is any further discussion needed.

December 1

Principals,

I have an annual notice on my HR calendar to reach out to you around this time of the year to inquire about any potential teacher non-renewals. Please contact me separately if you have any certified staff members who you feel we should be having further conversations around.

# Automate and Streamline Administration

- Hand delivering paper contracts vs. fully automated
- Tools: Skyward, Frontline Central, Powerschool, Other
- Benefits of automation
  - Time, tracking, sending reminders, ensuring accuracy,
- Document management considerations
  - Paper files
  - Electronic files
  - Mix of both...



# Admin Notice of Intent to Renew

- Process/timeline governed by 118.22
- Be aware of the contract term
  - One or two year
  - Rolling or fixed
- Typical July 1 - June 30
  - Preliminary notice: registered mail five months prior
  - Notice: four months before contract expiration
  - Accept or reject three months prior to expiration

# Teacher Notice of Intent to Renew

- Process/timeline governed by 118.22
- Issued pursuant statute on or before May 15
- Teacher must inform district by June 15
- Renewal/Contract Process (pros and cons)
  - Contract can be issued to teacher after June 15
  - Contract can be issued at the same time of notice of intent

DeForest Area School District  
500 S. Cleveland Avenue  
DeForest WI 53532

JOE DEFOREST

**RE: Notice of Renewal for the 2023-24 School Year**

On behalf of the DeForest Area School District Board of Education, you are hereby informed that your teacher contract will be renewed for the 2023-24 school year. This contract renewal is subject to staffing needs/assignments/reassignments/transfers, as well as to any applicable collective bargaining agreement subsequently entered into, supplemental pay determinations, and the Employee Handbook.

According to state statute requirements, a teacher shall accept or reject such renewed contract not later than June 15, 2023. Accordingly, please complete the process to accept or reject renewal of your contract, and respond to this notice on or before June 15, 2023, to the Human Resources Department via Skyward for Employees. Please note that if you do not return the notice by June 15, 2023; your actions will be construed as rejecting renewal of your contract.

# Contract Administration

- It is a legally binding document - consult your legal council
- Review standards defined (or omitted) in contract, policy, employee handbook
- Don't wait until there is an issue to stress test your policies/procedures

# Questions

Questions