

Volume 22 | Number 5 | October 2018

Taking Care of Business

The Official Bimonthly Publication of the Wisconsin Association of School Business Officials



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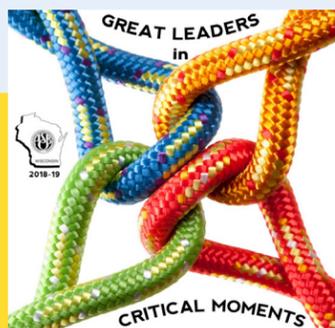
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Editor: Woody Wiedenhoef

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Need to Slow Escalating Health Insurance Costs?

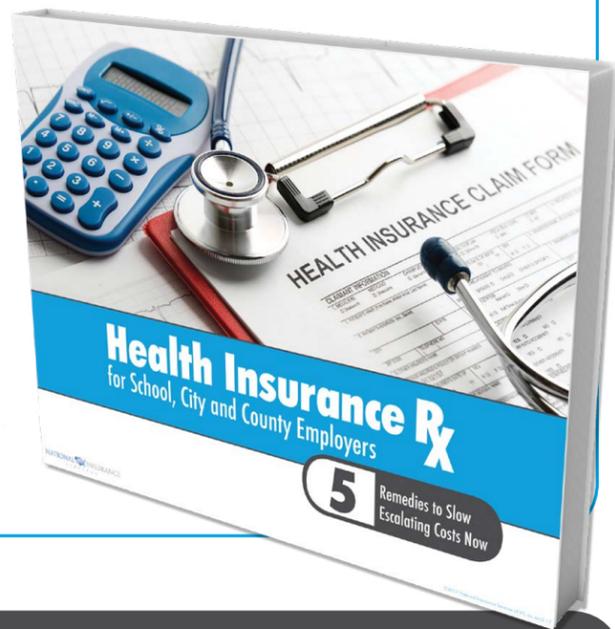
Discover Five Remedies School Districts Have Used to Rein Costs In

As Health Insurance Costs Rapidly Rise, School Districts Are Looking for Solutions.

The pressure is on to provide more modest, lower-cost plans that, in turn, encourage employees to reduce healthcare usage and become more consumer-minded about the cost of services. While it's nearly impossible to turn down the dial on escalating premiums, you can certainly ease the rate at which they escalate. [This whitepaper](#) will show you five tested ways schools, cities, and counties have had success with this, and how they did it.

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- One of the most popular steps in controlling healthcare costs
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- The importance of encouraging medical consumerism
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Download Now: www.bit.ly/five-remedies

How Do We Stack Up?

Learning from Other States' School Funding Experiences

By the time you read this edition of *Taking Care of Business*, ASBO International will have concluded its 2018 Annual Meeting and Exhibits in Kissimmee, Florida. Wisconsin attendees will have enjoyed networking and learning from school business officials from all over the United States and other countries. Hopefully, they will be sharing some of their experiences from the conference back home in Wisconsin with their fellow WASBO members.

For this year's Annual Meeting, I had the pleasure of interacting with colleagues from four other states (Georgia, Illinois, Kansas, and Minnesota) to prepare to co-present and facilitate an extended session on comparisons of school funding systems of our states and discussion with attendees about their state funding systems. Thank you, Past-President Jason Demerath, for connecting me to this group.

After preparing testimony and watching the testimony of others for our state's Blue Ribbon Commission on School Funding, I found the interaction from the preparation of our presentation gave me better and much deeper perspectives on school funding. Although slightly late for Blue Ribbon, this collaboration instilled additional ideas from my out-of-state colleagues on some positive things to

consider in school funding—and some to discourage. I will share our complete ASBO presentation with the Blue Ribbon members along with some of my thoughts. I understand the Commission may resume meeting following the November election.

My biggest takeaway from comparing school funding in Wisconsin to the other states affirmed my understanding that while our state's system has its challenges, it provides local districts with more control over how resources it receives from the state are allocated. However, many Wisconsin districts with lower revenue limits and inadequate funding could potentially benefit my funding mechanisms designed to provide minimum funding for various programs.

Some states have funding designed to equalize less wealthy districts to other districts within their state as well, similar to Wisconsin's equalization aid. Other states try to equalize state funding through even complicated formulas that go beyond property wealth and numbers of students. These systems "equalization formulas" consider the total cost of funding, cost of funding in various areas, relative wealth, and desired ratios of various types of professional staff. And we think Wisconsin's equalization aid formulas is hard to explain!

Categorical aid is also used much by



Kent Ellickson
Director of Finance and Business Services,
Onalaska
President, WASBO Board of Directors

some states more extensively than in Wisconsin with many more different types a greater portion of their state resources being distributed specifically for these areas.

Many other state governments are concerned with providing property tax relief for schools and are funding property tax credits back to local taxpayers through programs similar to Wisconsin's school levy and first dollar credits. Like Wisconsin, they count this as school funding without depositing one time into a classroom.

In reviewing state histories in educational funding, we found interesting parallels with litigation over state funding. Often, the litigation resulted in a new funding system.

I could go on. If you want to see the presentation, let me know. Different perspectives and experiences can give us to insights to our local situation. Thank you, ASBO.

Many opportunities exist to connect in person and online through ASBO. Wisconsin has a good history of involvement in its leadership. Our own Lynn Knight will be running for the Board of Directors in 2021. If you are not a member of ASBO, please consider joining and participating. It is a great way to broaden your network of school business official colleagues and friends.

For questions, please contact Kent at ellke@onalaskaschools.com





Woody Wiedenhoef
Executive Director, WASBO

Servant Leadership

One of the main operating traditions of WASBO is to provide for the needs of the WASBO members. The entire organization is driven by serving and providing needed resources for the members in the manner the members desire. This is true at all levels of WASBO. Membership needs drive and inform the work of the Board, committees and WASBO staff in providing for professional development, professional networking and student advocacy. During the 2015-16 year a Professional Membership Survey and a Service Affiliate Membership Survey provided a great deal of data to inform strategic plans and goals to meet WASBO members' needs for the next three years. Three years ago, 527 members, a phenomenal number of survey responses, provided input and positive advice for change that resulted in 9 improvement themes that were used to develop over 20 SMART Goals. All goals were addressed by the WASBO Board and WASBO staff with specific changes for improvement. You can see the specifics of the Board discussions on the WASBO Website under the Board link which includes Board meetings and Agendas.

During the winter of 2018-19 the WASBO Member Resources Committee and WASBO staff will develop and email a new set of surveys to create an updated strategic plan. The needs of members change which demands that the goals of WASBO need to change. WASBO members believe in continuous improvement. Thus, we are shooting for even more participation this year.

Our goal is to get at least 700 responses. That should be achievable considering WASBO membership has grown over the last three years. Please watch for the survey as it will be emailed by January 2019. A major habit of Servant Leaders is to listen carefully without any other intent than to help provide continuous improvement for their colleagues. The first step is to gather data about what needs to improve.

Advice and suggestions will provide this continuous improvement that can be used by WASBO colleagues. Please complete the survey when it arrives in your email inbox as a first step in Servant Leadership for WASBO colleagues.

Upcoming WASBO Events

Professional Development

Midwest Facility Masters Conference **

November 5-6 - Kalahari Resort, WI Dells

School Business Office Professionals Conference

November 28, Fox Valley Technical College, Appleton

SFO Study Group **

December 4 - Madison Marriott West, Middleton

Winter at a Glance

December 4 - Madison Marriott West, Middleton

WASBO/WASPA School Personnel Academy **

December 5-6 - Madison Marriott West, Middleton

Certified School Risk Managers (CSRM) Courses **

Administering School Risks

November 14 - Holiday Inn, Eau Claire

Crisis Prevention and Response

November 15 - Holiday Inn, Eau Claire

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See us this fall at the
Midwest Facility Masters Conference
Booth #116

form follows
learning



John Forester
Director of Government Relations,
School Administrators Alliance

Tentative SAA State Budget Priorities



level of state categorical aid funding for high cost special education to fully reimburse districts for costs exceeding \$30,000 for any individual student.

Early Learning Opportunities

Numerous studies have shown that improving early learning opportunities, especially for those in poverty, will help prepare children for their PK-12 experience and help reduce achievement gaps. In Wisconsin, the good news is families now have access to quality 4K programming in over 98 percent of our school districts. We simply need greater investment in high quality birth-to-three programming for those children who have a high probability of not being ready for school.

Children's Mental Health

In Wisconsin, too many children have unmet mental health needs, with these unmet needs resulting in serious negative consequences for the individual, their families, our communities and the learning environment in our schools. While we greatly appreciate the school mental health investments made in the 2017-19 State Budget, we believe a stronger, long-term commitment from the state is required to meet this challenge. As a next step, the SAA supports:

- Expand the School-Based Mental Health Services Collaboration Grant Program to support more school districts in connecting students to needed mental health services.
- Increase Medicaid payment rates for individual and group therapy.
- Increase financial support for staff training in mental health.
- Expand the School Mental Health Categorical Aid Program to provide incentives for school districts to expand services provided by school psychologists, nurses, counselors and social

workers.

Educator Preparation, Recruitment & Retention

The SAA supports moving forward with short, medium and long-range plans of action for addressing issues of educator supply and quality, including the following:

- Create a statewide strategy to identify and recruit talented candidates into the profession.
- Develop pilot loan forgiveness and "grow your own" efforts.
- Review Wisconsin educator preparation programs and recommend best practices.
- Ease the current restrictions on rehiring retired educators.

Declining Enrollment Relief

Whatever the mechanism, the SAA supports additional, effective relief for those school districts in declining enrollment.

Revenue Limit Equity

The SAA supports building on the great work of 2017 Wisconsin Act 141 by placing low revenue ceiling increases on a more permanent footing, by setting the low revenue ceiling at 95 percent of the statewide average revenue limit per student.

Transportation Aid

The SAA supports increasing the current level of state categorical aid funding for school transportation by 10 percent in each year of the biennium. The SAA also supports providing districts which transport students the greatest distance proportionally greater aid, using the current method of distribution.

High Cost Transportation Aid

The SAA supports increasing the current level of state categorical aid funding for

high cost transportation to fully fund the prior year's eligible claims under the program. Also, create a second tier of support for districts with per-pupil transportation costs between 125 percent and 145 percent of the state average.

Sparsity Aid

The SAA supports creating a second tier of aid for sparsely populated districts above 745 in enrollment.

Students in Poverty

Research over many decades in this country confirms that greater investments in instruction and supports are needed to lift impoverished children to proficiency. Wisconsin currently has no comprehensive program that targets additional resources to raise achievement among economically disadvantaged students. The SAA supports providing "weighting" under revenue limits and the equalization aid formula for economically disadvantaged students.

For questions, please contact John at john.forester@wsaa.org

School Business Office Professionals Conference



November 28

Fox Valley Technical
College - Appleton

CESA 6, 7, 8

1825 N Bluemound Dr.
Appleton, WI 54912

wasbo.com/SBO

At the WASBO Fall Conference, I shared with the assembled WASBO members that the SAA has used the process surrounding the work of the Blue Ribbon Commission on School Funding to essentially craft the SAA's tentative 2019-21 State Budget Priorities. I went on to ask all those in attendance to consider those tentative priorities and to contact me with any question, concerns or suggestions they may have to help the SAA in crafting a representative budget agenda for all SAA members. So I ask the same of all WASBO members: Please consider the tentative state budget priorities listed below, and contact me with any suggestions for improvements.

General School Revenues

Index school revenue growth to the consumer price index (CPI) to align allowable revenue growth with school cost increases and the investments necessary to meet student needs. Predictable, adequate and sustainable funding is critical for school districts to plan strategically and to produce a timely, and balanced budget.

Special Education Categorical Appropriation

Increase the current level of state categorical aid funding for special education to reimburse at least 33 percent of aidable costs.

High Cost Special Education

The SAA supports increasing the current

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Bill Freeman
President, Environmental Management Consulting
WASBO Director

Emergency Planning, Are You Prepared?

our emergency plans and more importantly, how to act in case of an emergency?

As a Superintendent, Business Manager, human resources professional, safety or security coordinator, many times we are presented with the role of emergency responder. With this title comes the perception that we have a plan for all types of emergencies in all types of situations. In reality, no one person or agency can have a real plan for every situation, but we can do basic planning for emergencies and then practice for them on a regular basis. This planning and practice will help build awareness, help foresee the unforeseeable, and most importantly have a real impact on saving lives when an emergency does happen. When conducting a post incident review the people that have practiced on multiple occasions prior to the unthinkable stress the value of drills and credit a successful response to; practice, practice, practice.

If an emergency does occur, we don't have the time to find our written plan, read and understand our role, analyze complicated scenarios and then conduct a step-by-step assessment of what to do. We need to think on our feet so what we need is a simple, easy to understand and well-communicated plan. Try this approach:

- Form an emergency planning committee with a wide array of representatives
- Brainstorm ideas and develop an outline for emergency situations that might occur at your School District
- Network with other professionals and ask to review copies of their plans (don't waste your time re-inventing the wheel)
- Develop concise, easy to understand plans with a contact list in the front that can be easily updated
- Prepare the plan in an easy to read format using bold text, symbols, bullet points

ts and color-coding to highlight main ideas

- Distribute plans to all building occupants for review
- Hold a training seminar to communicate plans availability and schedule regular meetings
- Conduct regular practice drills as required per current DPI rules
- Have the committee meet on a regular basis to review and update plans

All this seems simple and straight to the point, however, it's never really that simple is it?

Take something as simple as exit routes for example. Exit routes are the simplest part of an emergency plan. When an emergency occurs, most often our plans tell us to get people out as fast and safe as possible. But just because we have the right exits in place, doesn't mean they are compliant.

According to DSPS, an exit route is a continuous and unobstructed path of exit from any point within a workplace to a point of safety. An exit route consists of three points: Exit access, the exit route and the exit discharge. Normally, a workplace must have at least two exits in case one is blocked by fire or smoke. This is based on the size of the building, number of occupants, arrangement of the workplace, therefore more exits may be required. Here are some tips from OSHA/DSPS to help ensure exits remain compliant:

- Keep exit routes free of highly flammable furnishings or other decorations
- Ensure that exit routes are unobstructed by materials, locked doors, equipment or snow
- Ensure routes remain well lit and signs are illuminated
- Keep exit route doors free of decorations

April in Wisconsin is the month in which we take the time to review our severe weather plans. You may have recently heard the severe weather sirens or even practiced a drill, but emergency planning really should be a year-round venture at both home and in the workplace. Being prepared for any emergency is the most important factor in limiting injury and death when the unthinkable happens. The Madison area and North Shore of Milwaukee can attest to proper planning with the major floods they have recently experienced.

In today's society, it's no longer just fires or machinery that can do us harm at work, but real threats exist from environmental factors, chemical exposures, disgruntled employees, mother nature and even intruders. Proper prevention or risk management of all these hazards have one thing in common...planning ahead.

We plan our daily schedules, our weeks workload, our annual budgets and even our retirement that may be 10, 20 or even 30 years off. But very few of us have detailed plans to handle common emergencies at the workplace. The Wisconsin Department of Safety and Professional Services (DSPS) requires all employers to have certain types of emergency plans in place, including those for fire evacuation, severe weather, and chemical spills just to name a few. But how many of our employees and building occupants are fully aware of

Dental care and vision screenings — at no cost to your school

UnitedHealthcare's mission is to help people live healthier lives and to help make the health system work better for everyone.

UnitedHealthcare is supporting DentaMed Healthcare and VisionQuest 20/20 in their efforts to bring dental services and vision screenings to students, at no cost to schools.

Dental Care:
Through a grant from UnitedHealthcare, DentaMed will provide comprehensive dental care to students at schools like yours via its new state-of-the-art mobile dental clinic. Screenings are available to any student, regardless of whether the child has health insurance.

Vision Screenings:
VisionQuest 20/20 will provide schools in Wisconsin with access to its EyeSpy 20/20 vision screening software to check students for vision problems. Participating schools will receive unlimited use of the EyeSpy 20/20 vision screening software and training on how to administer the screenings and utilize the data collection systems.

To discuss bringing the DentaMed mobile dental clinic to your school, email: info@dentamedhealth.com or call 414-877-0707.

To discuss bringing the EyeSpy 20/20 vision screening software to your school, contact: Chris Greening, 630-503-7650, chris@good-lite.com.

DentaMed and VisionQuest 20/20 are not affiliated with UnitedHealthcare and each entity is responsible for its own contractual and financial obligations.

- tions or signs that obscure visibility
- Ensure that a line of sight to an exit sign remains visible at all times
 - Maintain exit routes during construction activities
 - Communicate any route changes to all affected employees

As you can see, even something as simple as an exit route requires regular inspection, communication and planning.

Even more complicated is when a violent situation is unfolding at our facility. Knowing who to call, when to call and how serious to take a threat is beyond the level of training and expertise most of us have. Security experts are still in the process of learning how to best respond in these situations. Security access cards, on-site security personnel, cameras, warning signs that alert occupants may all be helpful tools, but the real trick is learning how to balance safety with personal freedom and budget constraints.

There are a few basics principles that apply to all types of emergencies:

- Plan ahead
- Consider hiring an expert to help you develop a team and plans
- Train all key members of your team
- Communicate your plans to building occupants
- Practice your plans on a regular basis
- Learn from your practices and adjust your plans
- Get occupants to be active participants during the crisis

Proper communication of the unthinkable is vital to the success or failure of the response to the event. Include a flow chart for communication to the media, parents and staff. There must be only one person allowed to represent the district when communicating to the media, parents and staff. Don't allow rumor to take over as it will only worsen or exaggerate the actual event and it won't typically be in your favor. Run all responses

by a Public relations representative and consider press releases to clarify any rumors that arise.

Remember, if the unthinkable happens, the more planning that occurs beforehand, the more likely that our emergency responses will be appropriate.

For questions, please contact Bill at bfreeman@emc-wi.com

School Safety and AB 843



Greg Gaarder
Business Manager, Tomah
WASBO Director

I am not sure what many of you did this summer, but I would venture a guess that many of you were consumed by issues related to the implementation of AB 843 – Office of School Safety and School Safety Grants. Although the Tomah Area School District had many of the required pieces of AB 843 implemented, there was and is still much work to be done to become compliant in AB 843. Like many of you, we have been consumed with the implementation of it ourselves.

School Safety seems to be a roller coaster that moves through peaks and valleys depending on the severity and timing of events and pressure that is put on by the public and politicians to take action. AB 843 is a result of just that.

Lt. Ron Waddell, Tomah Police Department and I had the pleasure of presenting information on “School Safety” for 3 hours at each of our eleven schools with a focus on “Run, Hide, Fight” as it relates to a “violent intruder”. The presentations seemed very well received, and we received much positive feedback.

Unfortunately, a major focus of our presentation was on shifting the mindset of staff on where, when, and how to view school safety. We discussed the need to be continually mindful of their surroundings whether they are on their way to, at, or leaving school by using a continuous “360 Degree Perimeter Assessment”. By coincidence, good

teachers use a “360 Perimeter Assessment” every day in their classroom. Now we are just asking them to extend that assessment throughout their day to note what is going on around them as they drive to and from school.

The staff at each building had the opportunity to put “Run, Hide, Fight” into practice at their buildings. We asked them to look around their rooms, as suggested by a video on “Run, Hide, Fight” from Homeland Security, for items that could possibly be used as weapons in the event that a violent intruder breaches their classroom. They asked great questions and we gave them the best answers we could. We showed them best practice, as we know it. Best practice is “Run, Hide, Fight”. There is no past practice on whether to run, hide, or fight in the event of a violent intruder. It’s a decision to be made at the time the event occurs. To make the decision even more burdensome is the fact that teachers will have children in tow to protect, regardless of the decision.

We talked about “Threat Assessment Teams” and the need to distance yourself from the individual who made the threat if you are sitting on the team. We explained that once a threat has been made, it is the job of the “Threat Assessment Team” to pursue a course of action that is in the best interest of the rest of the students, staff, and larger community rather than the student that made the threat. So regardless of the extenuating circumstances that surround or resulted in the threat being made, we will secure students and staff first, even if that is at the expense of the student that made the threat. For educators, that can be difficult as we pursued this profession because we care about and want to help all children who attend our schools.

This can be an internal struggle for many staff members as they move to shift focus on school safety. Staff do need to know there will be a time and place to help the student that made the threat, but the job of the “Threat

Assessment Team” is to determine the credibility of threat and then pursue a responsible course of action to secure students and staff from the threat for the long-term, not the short-term.

Mandatory Reporting of school violence was discussed along with the importance of it. Research shows that for most violent intruder acts in the school setting, someone knew that there was a great potential for the act to occur. We discussed how AB 843 created the Office of School Safety to help schools with School Safety and add an accountability piece for School Districts with the legislation. These are all good things and I am grateful to get any help that I can get on this topic. Mandatory reporting is a good thing. Threat assessments are a good thing. 360 perimeters are a good thing. School Safety Plans are good things, and yes, “Run, Hide, Fight” is a good thing. These are all good things, and we have been doing them.

I cannot help but think that we are still missing a critical understanding. When violent acts happen at schools, one of the first things you hear is that the school knew or should have known that the student was capable of committing that act. The truth is, yes, we probably did know, but the depth of intervention needed to help that child is beyond the scope of what schools can do or even have the authority to do to help students. Schools do not have the resources nor the expertise to provide these children with the help they need. This is a societal issue and needs to be addressed by the greater society. Moving this solely to the schools’ responsibility will not adequately address or solve the issue.

Yes, AB 843 is a good thing, but as a wise man once told me, “You cannot build the walls high enough to keep danger out, because you have to open the doors to the castle at least twice a day to let students in and out.”

For questions, please contact Greg at greggaarder@tomah.education

Financial Benchmarking

Financial benchmarking is a tool many districts use to compare themselves to their peer districts. In Greendale we are always striving for excellence so we use benchmarking to make sure we compare favorably to our peers. The annual “Financial & Demographics Benchmarking Report” that I present to the Board often solicits the most engagement from any of my reports during the year.

When developing this type of report, it is important to determine which districts you are going to benchmark against. The first thing you should ask is what you are trying to accomplish with the report. Are you simply trying to see how you compare to your conference districts? Are you trying to compete for teachers and need to know teacher compensation data from districts in your CESA? Are you looking to go to referendum and want to compare mill rates among surrounding districts? Once you determine this, you have the first step in determining your benchmarking districts. In Greendale, we benchmark with our surrounding districts and those we compare ourselves to on an academic achievement basis. We have added to these districts with requests from our Board the last few years.

After you determine which districts you are going to benchmark against, you need to decide which variables you are going to use to benchmark. There are many different variables you can use and each district may have their unique variables that are valuable to them. In Greendale we will add new ones and take some out if they are not continuing to add value to us. Some examples of data we use to benchmark include: percentage of school-age children in our district that attend Greendale Schools, student demographics, net open enrollment, net applications for open enrollment, equalized value per member, mill rate, fund balance percentage, revenue sources and

spending per member.

The breakdown of where children in Greendale attend school was something new that we added this year and was of interest to the Board. We created a pie chart for students that attend our district schools, private/voucher schools, other public schools and homeschooled. When comparing to other districts, you can look at the percentage of your resident children that attend your district schools. The other new variables we looked at included net open enrollment and net applications for open enrollment. The net open enrollment (open enrollment in seats - open enrollment out seats) data was interesting to see the districts that were “in demand”. However, sometimes districts that are “in demand” do not open many seats so this can be misleading. Therefore, we also looked at net applications for open enrollment. This showed us where families wanted to send their children, regardless of how many open enrollment seats the district had opened.

Another new thing we recently added is looking at these variables and correlating them to academic success. We defined academic success as district report card scores although other academic outcomes could be used as well. We then graphed the report card scores on one axis and our demographic/financial variables on the other axis to create four quadrants. The variables used included spending, equalized value per member, net applications for open enrollment and free/reduced percentage. The charts can show us if there is correlation with districts between the demographic/financial variables and academic success. From our first few examples, there was little correlation between spending and academic success and high correlation with free/reduced percentage and report card scores.



Todd Hajewski
Director of Business Services, Greendale
WASBO Director

With the correlating graphs, we plotted us with the surrounding districts that we benchmark against. You could use a few districts, a CESA region or the entire state. There are also a large number of demographic/financial variables that you can use to correlate with academic success. Does teacher compensation correlate with academic success? Teacher experience? Class size? For academic success, you can use report card scores, test scores or other data that can define success. As business officials, our goal is to align our resources to maximize student achievement. Keeping that in mind, don’t we want to know what factors (that we control) correlate best with student achievement?

There are many unique ways in which districts use financial benchmarking. Districts have different goals when evaluating benchmarking data and they have different reasons for determining which districts to benchmark against. Districts also use different financial variables when benchmarking. I have picked up tips from other districts when it comes to benchmarking and maybe something Greendale does can be valuable for you as well.

For questions, please contact Todd at todd.hajewski@greendale.k12.wi.us



John Stellmacher
Chief Financial and Operations Officer,
Hartford
WASBO Director

School is About to Start and Our Gym is Flooded!

For those of us that have done this job for a number of years, we know that an inevitable phone call is coming from the Superintendent or a Building Principal that something major has happened that will cost significant money, impact instruction, or both. Naturally, the building administrator and staff will be upset and emotional about how the damage will impact their instructional plans.

Such was the case in Hartford a few weeks ago as heavy rainstorms saturated the porous brick of our gymnasium and allowed water to get into the building and under the gym floor. Worse, the problem went undetected for days and efforts to dry the floor caused additional sections of the gymnasium floor to buckle.

Facing a significant loss, many people in any organization typically are quick to blame. Was it faulty construction? Was a staff member negligent in monitoring the facility? And how are we going to get by while we figure out how to pay for this and during the repairs.

Our leadership team quickly collaborated to ensure we are asking the right questions:

- What are the student safety implications of the damage? For the repairs?
- What is the instructional impact of having part (or all) of the building unavailable?
- Do we know what caused the

damage in order to prevent further/future damage?

- Are District policies and procedures in place that prevented or mitigated the amount of damage done?
- Should new policy be developed that would help avoid this type of damage in the future?
- Do we try and repair the damage or does the level of repair needed make it more efficient and effective to completely replace?

What types of factors do you consider in determining how to make repairs/replacements?

- What is the timeline for each scenario and how will that impact instruction and stakeholders?
- What is the life expectancy of the facility?
- Has the cause of the damage been clearly identified?
- What needs to be changed to prevent further/future loss?
- What are the political implications of the damage?

Following the damage assessment and weighing the options, our decision was made to replace the floor. Insurance will likely cover a portion of the replacement cost and facility upgrades (in progress) will guard against significant amounts of water coming into contact with the exterior porous brick, but our school will now not have access to their gymnasium for months. While repairing the known damage could have been completed more quickly than a total replacement, doing the full project gives us peace of mind that we won't have more surprises that could result in further damage or injury. Further, making the decision to deal with the problem now will allow significant instruction

to take place outside our facility during the warmer Fall months versus trying to undertake this level of a project during the colder Winter months.

What is your communication plan with stakeholders?

For those of us that have children of our own in countless co-curricular sports and activities, we know just how heavy the utilization can be in the common spaces within schools. Our gymnasium being inaccessible for the next two months will have a significant impact on not only instruction during the day but also athletics, club sports, and community groups that typically would be using the gym on a regular basis.

Many of the stakeholders that use the facilities are key partners in the community. We've worked to accommodate those partners in other facilities and are taking care to ensure that everyone understands the timeline for the repairs and the school safety implications during the repairs.

Though the cost has been significant, we've also worked hard to communicate with the Board of Education and our staff the cause of the damage and how we've greatly reduced the likelihood of future damage. As student safety is of the highest priority, new policy has been developed for monitoring the gymnasium during future storms, a new system is being installed to help ventilate below the floor, and strict procedures will be in place to ensure the learning environment within the school is protected during the repair work.

For questions, please contact John at stellmacher@hartfordjt1.k12.wi.us

WASBO in Washington - 2018

Contributor | Emily Koczela

The WASBO national affiliate, ASBO, sponsors a conference every summer to discuss and advocate on federal issues. As we all know, most issues that affect us are decided at the state level, but a few rise to the attention of members of Congress. The Legislative Advisory Committee of ASBO attends this conference, which is held in conjunction with the national superintendent's conference. I've been privileged to attend this conference for WASBO for the past several years.

The fundamental focus is always on money – no surprise to those of us in school business! The topics this year included IDEA funding, ESSA Titles I, II and IV, support for implementation of federal health care regulation, CTE money, infrastructure, (including safety upgrades,) and nutrition program regulation. ASBO produced a really good brief brochure that would give you the big picture. It is available at: <https://asbointl.org/asbo/media/documents/Resources/2018-Legislative-Brochure.pdf>.

You can find lots of detail about joint positions between ASBO and the national superintendent's association AASA at this link: <https://asbointl.org/asbo/media/documents/Resources/2018-ASBO-International-Legislative-Beliefs.pdf>

In general, the 2018 conference seemed to have grappled with the new players in Washington, and moved on to issues where we could have some impact. Legislators always appreciate hearing from front-line people, so the Capitol Hill visits that follow these briefings are always a good opportunity to make contact.

Our Wisconsin delegation to Congress covers a very broad range of views, so don't hesitate to speak up and contact them yourself. Here is the delegation contact information:

Want more information concerning this topic? Contact Emily at ekoczela@messmerschools.org

Member Name	DC Phone	Contact Form
Senator Ron Johnson (R-WI)	202-224-5323	https://www.ronjohnson.senate.gov/public/index.cfm/email-the-senator
Senator Tammy Baldwin (D-WI)	202-224-5653	https://www.baldwin.senate.gov/contact
Representative Paul Ryan (R-01)	202-225-3031	https://paulryan.house.gov/contact/email.htm
Representative Mark Pocan (D-02)	202-225-2906	https://pocan.house.gov/contact/email-me
Representative Ron Kind (D-03)	202-225-5506	https://kindforms.house.gov/email-ron
Representative Gwen Moore (D-04)	202-225-4572	https://gwenmoore.house.gov/contact-form
Representative F. James (Jim) Sensenbrenner, Jr. (R-05)	202-225-5101	http://sensenbrenner.house.gov/contact/email.htm
Representative Glenn Grothman (R-06)	202-225-2476	https://grothman.house.gov/contact/email/
Representative Sean Duffy (R-07)	202-225-3365	https://duffy.house.gov/contact
Representative Mike Gallagher	202-225-5665	https://gallagher.house.gov



Seventh Circuit Discusses “Constructive Notice” Under the FMLA

Contributor | Geoffrey A. Lacy

Employers covered by Federal Family and Medical Leave Act (“FMLA”) requirements are required to provide access to protected time off in qualifying circumstances. Employees eligible for leave are required to provide adequate notice to their employers of the need for leave. 29 C.F.R. § 825.303. This notice requirement is straight-forward when an employee completes an advanced written request for FMLA leave, including adequate information to evaluate and provide required leave. Unfortunately, this type of notice is not always provided. In some cases, the law recognizes that an employer must identify and extend leave to an employee who has not explicitly requested leave, but whose conduct illustrates the need for leave.

Constructive Notice of Need for Leave

The Seventh Circuit federal court of appeals has previously recognized that, in some cases, an employee’s behavior may represent a “clear abnormalit[y]” illustrating the presence of a medical condition requiring time off. *Stevenson v. Hyre Elec. Co.*, 505 F.3d 720 (7th Cir. 2007). In *Hyre Electric*, the employee exhibited extremely irrational behavior when a stray dog entered the warehouse facility where she worked. She became aggressive and threatening towards her coworkers and ultimately her boss.

The Court found in *Hyre Electric* that, although her behavior was objectively of the nature that justified termination, because it was such a significant departure from her typical demeanor

the employer should have known that something was not quite right. The employer in *Hyre Electric*, therefore, was on notice of the employee’s likely need for leave. This constructive notice triggered the obligation to extend to her the opportunity for protected FMLA leave.

The constructive notice reasoning in *Hyre Electric* has been the source of some consternation among employers. It is difficult, and contrary to conventional wisdom, for an employer to assume an employee is experiencing health problems based on his or her behavior. The Seventh Circuit, in a line of cases, beginning with *Byrne v. Avon Products, Inc.*, 328 F.3d 379 (7th Cir. 2003) and including *Hyre Electric* has; however, placed employers in that uncomfortable position. These cases largely involve an employee’s mental health concerns that, primarily in hindsight, explained the employee’s behavior. However, the concept is not limited to mental health concerns.

Constructive Notice in *Guzman*

Earlier this year, the Seventh Circuit discussed its constructive notice jurisprudence in *Guzman v. Brown County*, 884 F.3d 633 (7th Cir. 2018). The Court noted that its prior decisions in *Byrne* and subsequent cases had been criticized by other Courts, but it declined to revisit the analyses. Instead, it focused on the facts in the *Guzman* case, and was able to conclude that the facts did not meet the constructive notice standard in *Byrne* or *Hyre Electric*. Employers should not read into this case the notion that constructive notice is no longer a

concern.

In *Guzman* the employee, a 911 Dispatcher, suffered from sleep apnea. The Court noted that *Guzman* acknowledged that she had “thrown away her CPAP machine” and was not seeing a medical professional for her sleep apnea, which produced questions as to whether she could establish the presence of a serious health condition, but the Court also analyzed *Guzman*’s claim that Brown County was on notice of her need for leave. The record did not include evidence that she had actually told the County of her medical condition, let alone her need for leave, or that the decisionmakers were aware of her medical situation. *Guzman* therefore relied on the Court’s constructive notice jurisprudence for her claims in this regard.

Guzman had missed or been late to work on multiple occasions over an 18-month period of time. She had been disciplined for her tardiness, including a three-day suspension in February, before she was ultimately terminated in March of the same year. She argued that she had requested FMLA leave and alternatively that Brown County had constructive notice of her need for leave.

As to *Guzman*’s request for leave, she argued that, at the meeting at which she was informed of her termination from employment, she had first presented a note from a psychiatrist stating that she “most probably” had recurrent sleep apnea. This note and the accompanying request for time off occurred; however, after the decision to terminate had

already been made. Of significance in this decision on this issue is that the Court did not consider *Guzman*’s argument that she had requested leave, because *Guzman* failed to raise this argument prior to her appellate brief. Employers are therefore cautioned not to read too much into the part of the decision noting that her request for leave was given after the termination decision was made, but prior to when it was communicated.

As to constructive notice, the Court reviewed her record and concluded that six incidents of tardiness over 18 months was not the type of “stark and abrupt change” to one’s performance that raises the possibility of constructive notice. Likewise, the Court pointed out that she provided non-medical excuses for some of those absences (car troubles, cellphone alarm clock malfunction). Finally, the Court noted that *Guzman* had been disciplined for tardiness the month prior to her termination and, at that time, made no reference to sleep apnea or any request for FMLA leave.

The Court dismissed her FMLA claims, as well as a host of other claims against the County.

What to Take from this Decision

As to the application of the concept of “constructive notice” of an employee’s need for leave, *Guzman*, appears, while noting the criticism of the Court’s previous constructive notice decisions, to affirm their application. The facts are ultimately what drove the *Guzman* decision, not a move away from constructive notice concepts. In that sense, this case serves to drive home principles of best practices for employers. First, pay attention to employee conduct and performance and be aware of sudden and abrupt changes. In this case, *Guzman*’s conduct resulting in her termination was in fact a consistent pattern over a relatively extended period of time. Second, note the information provided by the employee when confronted with performance concerns. In this case, *Guzman* had given excuses for her tardiness which were not medically related in any way. She later sought to retract those explanations, but employers are permitted to take the employee’s representation into account when evaluating their performance deficiencies.

In addition, an employee’s history of FMLA use is pertinent to evaluating whether that employee’s behavior places the employer on constructive notice

of the need for leave. Notice of the need for leave for a first-time FMLA user, according to federal regulations, need not include actual reference to FMLA, but need only be notice sufficient to illustrate that the employee is unable to perform the functions of his or her job. 29 C.F.R. § 825.303(b).

Documenting circumstances of recurring performance concerns, such as frequent tardiness, is also critical, as is providing employees the opportunity to provide information concerning those absences. If the explanations implicate medical concerns, particularly mental health concerns, employers are still well advised to consider extending FMLA leave to employees. Even if an employee is unable to later establish that the employer should have known of a need for leave, the employer’s vindication may come after 6 years of federal litigation – *Guzman* was terminated in March 2012, and this case was decided in March 2018. It is therefore still prudent to approach these situations deliberately and by giving due consideration for various state and federal employee protections.

For questions regarding this article, please contact Geoffrey A. Lacy at glacy@strangpat-teson.com

Winter Safety: Innovative Tools and the Tried and True

Author | Carl Gruber | Submitted on behalf of the Safety and Risk Management Committee

Winter slips and falls are one of the most common causes of on-the-job injuries for school employees. With big parking lots, multiple entrances and people coming and going at all hours, schools have many risk factors at play. But don't let that discourage you. Slip-and-fall injuries are not inevitable. With proper planning and vigilance, you can really mitigate the risks and prevent these types of injuries at your schools.

Popular Winter Safety Equipment

There are a couple of pieces of equipment that help prevent winter-related falls which are gaining popularity with school districts we insure.

One risk during the winter season occurs inside the building. People track snow into the entryways, the mats fill with water, and then the floors beyond the mats become slippery.

To prevent this, many schools like to use the Hurricane Cordless Floor Dryer. It blows in all directions, it's topped with a safety cone that warns "caution wet floor," and it removes the trip hazard posed by an electrical cord.

To keep outdoor walkways clear, more school districts are purchasing power brush systems. There are walk-behind varieties, and those that can be attached to tractors.

Tried And True Prevention Methods

While there are always new and innovative ways to address slip-and-fall hazards, it's important to remember the long-established methods as well:

- Ask employees to walk carefully, wear sensible footwear, choose clear pathways and avoid carrying too much
- Keep employees aware of the risk

- throughout the season with posters, lawn signs, emails and other reminders
- Pre-treat walkways and parking lots before snow and ice storms
- Have a plan to keep walkways and parking lots clear at all times, plowing multiple times per day if needed
- Keep the parking lots and walkways well-maintained, including the lighting

As winter approaches, remember, you can win the battle against winter slips and falls. With the right resources in place at the right time, you can provide a safe environment for your district's employees, even when the weather is

working against you.

Having an employee off work due to a slip-and-fall accident is hard on your district, your students and most importantly, the employee. That's why it's worth making winter slip-and-fall injury prevention a top priority.

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SCHOOL LAW UPDATE

DPI Provides Guidance on a District's Obligation to Provide FAPE

Contributor | Boardman & Clark LLP

In June 2018, the Wisconsin Department of Public Instruction (DPI), issued Bulletin 18-02 providing guidance to school districts regarding the standard for a free appropriate public education (FAPE) enunciated by the United States Supreme Court in *Endrew F. v. Douglas County School District*, 137 S.Ct. 988 (Mar. 22, 2017), and highlighting circumstances that could impede a district's provision of FAPE. DPI explains that *Endrew F.* requires a school district to develop an IEP that is reasonably calculated to enable a child to make progress appropriate in light of the child's circumstances. In most cases, this means an IEP that is designed to allow a student to progress from grade to grade. If that's not possible, the IEP must be appropriately ambitious in light of the child's circumstances. DPI stresses that the key for districts is to ensure that an IEP is designed to meet a student's unique disability-related needs.

Using the standard enunciated in *Endrew F.*, DPI also addressed legal compliance issues related to the provision of FAPE in a question and answer format. The guidance in the new Bulletin is also electronically linked to DPI's 5-Step Process for developing College and Career Ready IEPs. District IEP teams should be aware of the following notable discussion points from the DPI bulletin.

1. IEPs must be aligned with academic content standards for the grade in which the student is enrolled. This requires IEP teams to understand the student's current level of performance compared to the academic standards and functional expectations for all students in that grade.

2. For students with "the most significant cognitive disabilities," IEP teams must determine whether the student will receive instruction aligned to the general education achievement standards or aligned to alternate academic achievement standards, called "Essential Elements." The IEP team must decide whether a student meets the specific standards to be determined a student with "the most significant cognitive disabilities." Only students receiving instruction aligned to the Essential Elements may take the statewide alternative assessment, the Dynamic Learning Maps (DLM) assessment.

3. An IEP team must determine prospectively what special education and related aids and services will enable a student to make progress in the general education curriculum. Therefore, in developing an appropriate IEP, the team must review the student's previous academic growth, determine whether the student is on track to achieve or exceed grade-level standards and expectations, look at behaviors that may be interfering with the student's progress, evaluate the effectiveness of the special education services, and consider information from the student's parents. Whether an IEP is appropriate is based on the circumstances that existed at the time the IEP was developed.

4. An IEP team must consistently monitor and measure a student's progress in the general education curriculum and toward IEP goals. An IEP does not guarantee progress. However, if a student is not making progress, an IEP team must reconvene at that time to determine the cause of the lack of progress and how to address it. The team may need to revise the IEP by adding new goals or additional services, or by making



changes in the location and duration of services. Although school districts generally have the discretion to determine which methodology will be used to educate a child with a disability, districts should consider alternative methodologies if a student is not making adequate progress. Finally, if the team determines that the student needs a service not offered in the district, the district must find a way to provide the needed service to the student.

5. Bullying can affect the provision of FAPE by impacting a student's ability to make progress in the general education curriculum and toward the IEP goals. Districts must ensure that students with disabilities who are bullied continue to receive FAPE. If a student with a disability has been bullied, the IEP team should reconvene to determine whether the student's needs have changed and whether the IEP should be revised. This obligation to review the IEP exists regardless of whether the bullying was on the basis of the student's disability or for unrelated reasons. Before changing the location of the bullied student's services as a response to the bullying, the district should consider whether such a move will violate the student's right to receive services in the least restrictive environment. The

district may instead need to move the student who is doing the bullying.

6. Districts must be aware that a student's behavior can impede a student's ability to receive FAPE and must address a student's behavioral needs regardless of the impairment area under special education. In doing so, IEP teams should consider adding behavioral supports and interventions and/or additional aids and services to the student's IEP to address challenging behaviors. The team should also assess grade level expectations and develop goals to help the student build the skills needed to meet those expectations. If behavioral issues continue, the IEP team should consider whether a functional behavioral assessment might be helpful in obtaining a clearer understanding of the student's behavior.

7. Students are entitled to FAPE until graduation or until completion of the school year in which the student turns 21. If a student drops out and later reenrolls, the District has an ongoing obligation to provide FAPE upon re-enrollment, provided the student has not exceeded the age of eligibility.

Districts are advised to review the DPI guidance carefully to ensure that IEP teams have a clear understanding of the standard in Endrew F. as they develop, implement, review, and revise IEPs. When issues arise regarding the provision of FAPE, IEP teams should be mindful that Endrew F. demands careful analysis of a student's individual needs based upon current levels of performance and ambitious goals that will ensure progress from grade to grade, or as appropriate based on the child's circumstances. If behavior or bullying impedes this progress, the team should take steps to address it and remedy its effects.

For questions regarding this article, please contact a member of the Boardman & Clark LLP team by visiting www.boardmanclark.com

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Solar Power - Shine Some Light on Your School's Bottom Line

Contributor | Guy Peterson

Solar powered charging stations for hybrid cars. Planes designed to fly using solar power. Homes with their own panels and batteries.

The list of successful solar photovoltaic (PV) applications keeps growing, but what about your school's facilities?

U.S. schools spend about \$8 billion each year for energy, according to a 2018 Alliant Energy report.

Schools that want to reduce operating costs and enhance their sustainability efforts often explore using solar PV to supply a portion of the electrical energy for their facilities.

Incorporating sound environmental practices and contributing to long-term sustainability are also important considerations for many of today's schools.

The Focus on Energy DEET (Delivering Energy Efficiency Together) program for schools offers significant, multi-year incentives and prizes for reduction in energy use. This is in addition to the regular prescriptive and custom incentive programs offered by Focus on Energy.

Traditional Solar PV benefits:

- Can substantially reduce electrical base load – that means you may avoid extremely expensive peak demand charges from your electrical utility
- Electric utilities may offer substantial incentives
- No price increases for electricity generated by the solar panels

- Enhances sustainability
- Panels can produce electrical power for 40-years
- Payback is less than 7-years, on average

Things to be aware of:

Traditional solar PV systems can be complicated to integrate into your building's electrical system and electrical utility grid.

15% to 30% of the electrical power generated by solar panels can be lost in the typical PV conversion and integration process that supplies power to your facility.

New! Solar-powered Solar Integrated LED System

Lighting uses about 14% to 19% of a school's total electrical consumption per various energy reports.

There is a new solar powered Integrated LED system just launched into the market right now that can drastically reduce that operating cost. In this new technology, the solar PV electrical power is not converted or integrated as it is in a traditional system. This new solar/LED system takes the electrical power from the solar panels and puts it directly into Solar Integrated LED fixtures without using any of the traditional equipment or conversions.

Solar Integrated LED – additional benefits to traditional PV:

- Reduce operating costs for interior lighting by up to 100% for significant portions of the day
- Eliminate virtually all maintenance costs for interior lighting

- Less expensive and more efficient than traditional solar PV that needs to convert and integrate the solar power into your electrical grid
- No conversion losses
- Faster payback (less than 50% of traditional PV system)
- A single 350W panel can power up to 16 Solar Integrated LED interior office/classroom troffers or up to 6 high bay fixtures
- Solar Integrated LED fixtures also use your building's regular electrical power as needed to keep light levels at a constant level – no special wiring required
- Solar Integrated LED fixtures will last much longer than ones powered only by AC power
- IoT and control ready

No Upfront Cost Options

Intriguing options for acquiring Solar Integrated LED and traditional PV systems are leases or Power Purchase Agreement (PPA). With a lease or PPA you don't pay for the upfront cost of the physical components for the system, but only pay for the light or power output.

The PV and/or Solar Integrated LED assets are owned and maintained by the lease or PPA provider until the end of the agreement.

Leases and PPAs can offer a means of owning the assets after a period of time; or the amount of power generated; or at any time as a buyout. Your CFO should explore the tax and GAAP benefits that these agreements can offer your school.

Common terms included in Solar PV / Solar Integrated LED system (referred to as "System" below) leases & PPAs:

Term length: System leases can be customized, and generally range from 7 to 20 years.

Performance & maintenance: The leasing company will monitor the System's performance to ensure that it is operating correctly for the duration of

the lease. They are also responsible for maintaining and repairing it, although System requires little to no maintenance over its lifetime.

Monitoring: Most leasing companies offer online, smartphone, or tablet programs to track your System's performance.

Buying the system: You can buy the System at any time during the lease term at the price defined in your contract or its fair market value, whichever is

higher.

At the end of the term: When your agreement ends, you can either buy the System outright, have the leasing company remove it, or leave the system in place and renew the agreement with the owner.

Want more information? Contact Guy Peterson, gdp@energybankinc.com

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Member Spotlight: Sarah Viera



Education has always had a significant impact on Sarah Viera. "When I was in high school, my favorite teacher was my history teacher, who also ended up being my mentor my senior year. Because of his influence, I was set to go to college to be a history teacher," Viera remembers.

But throughout her time in high school and college, Viera also worked at a local bank and grew to become more and more interested in finance. She ultimately decided to major in finance, despite her passion for education. "I entered the workforce and moved around from position to position within the banking industry trying to find my niche. I always felt like something was missing and that I needed something more fulfilling."

.....
"The key to overcoming and working through change has been to work outside my 'silo,' letting others into my world and also pushing into others' worlds. In order to work toward a common goal, we all need to work together and communicate openly and consistently."

One fateful day Viera attended what she refers to as a "life-changing" family reunion. "My cousin is a superintendent for another district in Wisconsin. When I was telling her about my career aspirations, she asked if I had ever considered being a school business manager," Viera says.

She had never even heard of school business but was immediately curious. "It interested me because it was a chance to influence students in a non-traditional role," she says. A week later, Viera met with a program advisor for a school business management master's program and enrolled to begin classes in the fall. "The rest is history," she says.

Viera now serves as executive director of business services for the Mequon-Thiensville School District in Mequon, Wisconsin. The district's enrollment is approximately 3,700. "We capture about 79% of our resident population; 32% of our student population are open enrollment

students from other districts," Viera says. The district includes six schools: three elementary schools, two middle schools, and one high school.

"I had really big shoes to fill when I stepped into this position," Viera remembers. "The person in the position before me was retiring from the district after 12 years and is well respected within the district and within our state affiliate." Viera wanted to uphold the great work she had done, but also needed to make some adjustments to keep her department and district moving forward.

"In the midst of this, the superintendent who had hired me left six months after I came on board," Viera says. His replacement was an internal colleague, which made the transition smooth.

According to Viera, "the key to overcoming and working through change has been to work outside my 'silo,' letting others into my world and also pushing into others' worlds. In order to work toward a common goal, we all need to work together and communicate openly and consistently."

Viera's thoughtful approach to collaborating across departments translates to what she is most grateful to receive from ASBO International as well. "Being part of ASBO has given me more access to a wide array of knowledge," she says. "It has opened my eyes to the fact that while we are in different states, we face a lot of the same issues and we also have issues that no other district would ever dream of having to deal with. I think when you really begin to understand that, it changes the way you approach issues in your own district."

This article is reprinted with permission of the Association of School Business Officials.

Absenteeism May Disqualify Former Employees from Receiving Unemployment Insurance Benefits

Contributor | Attorney Tony J. Renning



School Bus Driver Shortage

The Wisconsin Supreme Court recently issued a decision in which it concluded that terminating an employee for violating an employer's attendance or absenteeism policy constitutes "misconduct" resulting in disqualification from receiving Unemployment Insurance benefits even if the employer's policy is more restrictive than the standard set forth in the state statutes.

Wisconsin Department of Workforce Development v. Wisconsin Labor and Industry Review Commission, 382 Wis.2d 611 (Wis. Sup. Ct. June 26, 2018) concerned the unemployment insurance benefits of Valerie Beres (Beres), who was a registered nurse employed by Mequon Jewish Campus (MJC). Beres had signed MJC's written attendance policy, which provided that an employee may be terminated if, in a single instance, the employee does not give advance notice of an absence. MJC's policy required an employee to "call in 2 hours ahead of time" if the employee was unable to work his/her shift.

Beres did not come to work due to "flu-like symptoms" and she did not communicate with MJC two (2) hours prior to the beginning of her shift to inform MJC that she was not going to come to work. MJC terminated Beres three (3) days later because of her violation of the absenteeism policy.

Beres filed for Unemployment Insurance benefits, but the Department of Workforce Development (DWD) denied benefits on the grounds that when Beres violated her employer's written "No Call No Show" attendance policy, she committed "misconduct" pursuant to Wis. Stat. § 108.04(5)(e).

Wis. Stat. § 108.04(5)(e) addresses when absenteeism constitutes "misconduct" disqualifying a terminated employee from obtaining unemployment compensation benefits:

(5) Discharge for misconduct. An employee

whose work is terminated by an employing unit for misconduct by the employee . . . is ineligible to receive benefits. . . "[M]isconduct includes:

...

(e) Absenteeism by an employee on more than 2 occasions within the 120-day period before the date of the employee's termination, unless otherwise specified by his or her employer in an employment manual of which the employee has acknowledged receipt with his or her signature, or excessive tardiness by an employee in violation of a policy of the employer that has been communicated to the employee, if the employee does not provide to his or her employer both notice and one or more valid reasons for the absenteeism or tardiness.

Beres appealed the DWD's decision to the Labor and Industry Review Commission (LIRC). The LIRC reversed the decision of the DWD, concluding that an employee is not disqualified from obtaining Unemployment Insurance benefits when the employee is terminated for violating an employer's absenteeism policy if that policy is more restrictive than the "2 in 120" day standard provided for in Wis. Stat. § 108.04(5)(e). The LIRC determined that Beres did not commit "misconduct" because although she violated her employer's "stricter" absenteeism policy, she did not violate the "2 in 120" day statutory standard.

The DWD appealed to Ozaukee County Circuit Court and the Ozaukee County Circuit Court Judge adopted the position of the DWD. The LIRC then appealed to the Wisconsin Court of Appeals and the Court of Appeals adopted the position of the LIRC.

The sole issue presented to the Wisconsin Supreme Court was whether an employer is allowed to adopt an attendance or absenteeism policy that differs from that set forth in Wis. Stat. § 108.04(5)(e), such that termination of an employee for violating the employer's policy results in disqualification for Unemployment Insurance benefits even if the employer's policy is more restrictive on the employee.

The Supreme Court first determined that it did not owe any deference to the LIRC order interpreting and applying Wis. Stat. § 108.04(5)(e). The Supreme Court reasoned that the LIRC acted without or in excess of its powers because it based its order interpreting and applying Wis. Stat. § 108.04(5)(e) on an incorrect interpretation thereof.

Next, in contrast to the LIRC's interpretation of Wis. Stat. § 108.04(5)(e), the Supreme Court concluded that the text of Wis. Stat. § 108.04(5)(e) plainly allows an employer to adopt its own attendance or absenteeism policy that differs from the policy set forth in Wis. Stat. § 108.04(5)(e) and that termination for the violation of the employer's policy will result in disqualification from receiving Unemployment Insurance benefits even if the employer's policy is more restrictive than the "2 in 120" standard set forth in the statutes.

According to the Supreme Court, MJC had an attendance (absenteeism) policy specified in its employment manual. Beres acknowledged receipt of this policy in the employment manual with her signature. Beres violated MJC's policy when she failed to provide MJC proper notice of her absence. Under these circumstances, the Supreme Court concluded that Beres engaged in "misconduct" and was properly denied Unemployment Insurance benefits.

This case illustrates that employees may be disqualified from receiving Unemployment Insurance benefits if they are terminated for violating their employer's attendance or absenteeism policy even if the employer's policy is more restrictive than the "2 in 120" standard set forth in Wis. Stat. § 108.04(5)(e). The key for employers is to adopt an attendance or absenteeism policy and obtain written acknowledgment of receipt of the attendance or absenteeism policy from their employees.

For questions related to this article, contact Tony Renning at tranning@strangpatteson.com

The Wisconsin School Bus Association would like to bring attention to the driver shortage issue that has been plaguing the industry for years and is only worsening each year. The association represents school bus contracting companies as well as school districts that own their buses.

The transportation industry, as a whole, has seen a drastic decrease in the driver pool every year. This shortage affects the ability of schools and contracting companies to staff enough drivers for all sports related events that take place during and after school. The morning and afternoon routes are manageable, but with the increase in the number of sports offered and the number of teams (freshman, JV and Varsity) each sport has along with the extra-curricular and field trip activities, the need for as many as an additional 5-10 drivers and buses are needed to cover those trips. Tuesdays and Thursdays in September, October, April and May are traditionally the most difficult times in school transportation. Some companies have all mechanics and managers licensed to drive when needed in addition to the

normal sub drivers at each location.

However, the question may arise someday, what happens on the day that the extra charter trips cannot be covered? With this concern, how can your organizations work together with school transportation to minimize this potential? WSBA is hopeful each organization can work with your bus contractor or school transportation manager to find ways to keep the number of charters during route times to a minimum.

The association is asking each organization to look at how they can strategically alleviate burdensome schedules and seek to combine events or change times that would help ensure a driver is available for all events.

Some suggestions include:

- Schedule athletic events evenly throughout the week and on Saturdays?
- Stagger the leave times to athletic events so that some teams leave after the pm routes are done, say 4:15 or 4:30?
- Limit the number of buses that are out for charters during afternoon

routes?

- Have most of the elementary field trips return by 2:30?
- Decrease having all different sport teams from one school out on the road the same evening, with no home games scheduled on that night?
- Scheduling games [such as JV and Varsity] right after each other with warm up time to get the next team ready, instead of an hour or hour and a half between games?
- Consider having coaches and referees become bus drivers?

We are hopeful these ideas will start the conversation among school bus transportation officials, managers and stakeholders. From those affected most by the driver shortage making it difficult to move students to games and home again, our members appreciate any thoughtful consideration given by those who make the decisions on scheduling.

Questions regarding the driver shortage or to learn more information, contact the WI School Bus Association at (608) 514-5470

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New School Administrators and Support Staff Conference

With the start of the school year and new personnel in many districts WASBO welcomed attendees to the New Administrator and Support Staff Conference held in Madison August 8-9. This conference is an

intensive two-day conference designed to provide participants with a sound introduction to the school business office. Presenters and topics come from the expertise of DPI and WASBO members. This conference kicks off The Year of Success Program, which provides educational content for those in their first year on the job. The Year

of Success includes five additional conferences: WASBO Fall Conference, WASBO Winter at a Glance, the Wisconsin Federal Funding Conference, WASBO Accounting Conference, and WASBO Spring Conference.



Professional development sessions were presented by the DPI and WASBO members.



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Supreme Court Ends Judicial Deference to Agency Legal Interpretations

Contributor | Daniel Narvey

In a recent decision, the Wisconsin Supreme Court greatly diminished the power of Wisconsin state agencies to rely on their own legal interpretations in disputes with other parties. This decision will benefit companies and individuals challenging adverse determinations by Wisconsin state agencies in circuit court.

In *Tetra Tech v. Department of Revenue*, the Court abrogated its long-standing doctrine of judicial deference to agency legal conclusions. Now, instead of applying either “great weight” or “due weight” deference to agency interpretations of statutes (or applications of statutes to undisputed facts), courts must exercise independent judgment on all questions of law. Courts may still take into account the expertise of agencies under appropriate circumstances, but may defer not to their judgment.

Wisconsin’s Longstanding Deference Framework

Under Chapter 227 of the Wisconsin Statutes, final determinations of state agency actions are generally subject to judicial review in the circuit courts. For decades, courts deferred to agency interpretations of statutes within the agency’s area of expertise. And ever since a 1995 Supreme Court decision, Wisconsin courts applied a two-tier approach to deference:

- Under great weight deference, courts upheld any reasonable interpretation of a statute, even if the court believed there was a more reasonable interpretation. Courts applied this level of deference if

the statute was within the agency’s area of expertise and the agency had a long history of applying the statute.

- Under due weight deference, courts upheld the agency interpretation as long as there was not a more reasonable interpretation. In other words, if the court found two interpretations equally reasonable, the agency won. Due weight deference applied if the agency was charged with administering the statute and had some history interpreting it.

If the conditions for great weight or due weight deference were not met, courts applied no deference.

This deference framework applied to both interpretations of statutes and application of statutes to undisputed facts. They did not, however, apply to agency factual determinations or to an agency’s interpretations of its own rules.

Further, courts applied these levels of deference on all levels of appeal. Judicial review of agency decisions involves three levels of review: the circuit court, the court of appeals, and the Supreme Court. Each court reviews the agency’s decision rather than the lower court’s. Thus, each court applied the same deference to the agency, giving even more prominence to the agency decision.

In practice, this deference framework often resulted in forgiving judicial scrutiny of agency actions. In cases where great weight deference applied, businesses faced a steep uphill battle to overturn an agency interpretation of

law. Agencies applied their own long-standing interpretations of statutes that effectively carried the force of precedent.

The deference framework served as a deterrent to parties who otherwise might have appealed agency decisions, and it undercut attempts to negotiate favorable resolutions with agencies in cases involving reasonable disputes about the law.

Tetra Tech Overturns The Deference Framework

Tetra Tech was decided from an unusual procedural posture – after the Department of Revenue prevailed before the circuit court and court of appeals in a case revolving around interpretation of a tax statute, *Tetra Tech* (the taxpayer) sought review in the Wisconsin Supreme Court. On its own accord, the Supreme Court asked the parties to brief whether the deference framework should be overruled.

The agency took the unusual position of arguing that its own determinations should not be accorded deference, but insisted on a middle approach under which agency determinations would be given “due consideration.”

The Supreme Court, tracing the history of the deference doctrine, held that interpreting the law was the judiciary’s sole province. Characterizing deference as a “decision-avoidance doctrine,” the Court explained that allowing agencies to authoritatively interpret the law created a separation of powers problem – and in the Court’s words, “core powers are not for sharing.”

The Court therefore abolished “great weight” deference, requiring courts to independently interpret the law and apply *a de novo* standard of review to agency legal conclusions.

The Court also found that “due weight” deference was improper. It also observed, however, that the concept of “due weight” had a statutory basis, and therefore held that courts may continue to give “due weight consideration” by giving appropriate respect to agencies’ experience. This due weight, the Court noted, should not be viewed as deference, but as a matter of persuasion. In other words, courts may still take agency interpretations into account when appropriate in the independent exercise of the Court’s judgment. Agencies must explain how their experience, technical competence, and specialized knowledge make due weight appropriate.

Tetra Tech’s Practical Effect

The immediate consequence of *Tetra Tech* is that final agency determinations will be reviewed by courts without any deference to the legal conclusions of the agency – including for currently

pending cases.

This change poses a number of broader, strategic considerations for companies:

- Better chances on judicial review: Decisions for which agencies typically received great weight deference will now be much easier to challenge in court. Also, because each reviewing court takes a fresh look at the agency decision without applying deference, there is little incentive not to appeal adverse decisions.
- Increased leverage in agency negotiation: The end of deference to agencies means that businesses negotiating with agencies where an interpretation of statute is an issue should have added leverage. The agency cannot count on the courts to rubberstamp their decisions.
- Precedents in jeopardy: Longstanding agency interpretations – even if previously upheld by a court applying great weight deference – should now be fair game.
- Reviews of factual determinations unchanged: Factual findings made by agencies at an evidentiary hearing will still get deferential “clear error” review.
- What about agency interpretations of their own regulations? Previous cases gave agencies even greater deference to interpretations of their own regulations (as opposed to statutes). This issue was not addressed in *Tetra Tech*, but it may be the next target.
- Are federal courts the next domino? *Tetra Tech* applies to decisions made by Wisconsin state agencies on review in state court – not to federal agency decisions in federal court, which receive a similar level of deference (called *Chevron* deference). Many commentators predict that the U.S. Supreme Court will mimic Wisconsin by discarding, or at least undermining, deference to agency decisions.

For questions related to this article, contact contributor Daniel Narvey dnarvey@gklam.com

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ASBO International Annual Meeting and Exposition

ASBO International offers several opportunities for professional development and networking. This year's Annual Meeting and Exposition took place in Kissimmee, FL, Sept. 21-24. The conference offers a chance to get to know your colleagues from Wisconsin, as well as across the country and world. Networking allows you to share mutually beneficial information with your peers; opening the door for new ideas and innovations to share in your district or as motivation you need to begin that new project. ASBO International offers insightful and professional education with the sessions offered and keeps you current on topics and trends with peers in the profession.



Wisconsin ASBO introduced 2021 ASBO International Director candidate Lynn Knight of Nekoosa (left) at Saturday's joint affiliate reception.

Saturday's keynote speaker Sally Hogshead helped attendees unpack the results of their Fascination Advantage Assessment and learn the secret that makes them valuable to others. Sunday's keynote, Colonel Arthur J. Athens, explored how leaders can become more effective at the fulcrum point to achieve higher levels of motivation, achievement and fulfillment. The keynote speakers leave you with new found motivation and inspiration to apply at both the personal and professional levels. If you have the opportunity to attend, please take the chance to learn and connect with fellow members from across the globe. Learn more at asbointl.org



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Jim Beckmann



Marty Malloy

WASBO Recognition and Awards Recipients: Fall 2018

On Friday, October 5, two awards were presented at the WASBO Fall Conference. Jim Beckmann, Director of Facilities, Glendale-River Hills School District, was awarded the Mike Roshar WASBO Shining Star Award, sponsored by Quarles & Brady, in recognition of his outstanding contributions to WASBO through member participation in committees, regional leadership and program development.

Marty Malloy, Director of Education Government Practice, M3 Insurance, received the Tina Hafeman Friend of WASBO Award. This award is given in recognition of individuals who have given special and noteworthy support to WASBO.

Meet the recipients on the following page and nominate a Shining Star, Friend of WASBO or other award candidate at wasbo.com/awards by January 11, 2019.

Jim Beckmann	Marty Malloy
<p align="center">Mike Roshar WASBO Shining Star Award Recipient</p>	<p align="center">Tina Hafeman Friend of WASBO Award Recipient</p>
<p>Jim was named Shining Star in acknowledgement of his service, time, expertise, and leadership in WASBO.</p> <p>Jim was nominated by the WASBO School Facilities Committee in recognition of his continuous work serving WASBO members. In his current role with the Glendale-River Hills School District and as an Education Consultant for Performance Services, Jim has offered his time as co-chair of the Midwest Facility Masters Conference committee, former co-chair of the WASBO School Facilities Committee, frequent conference presenter and contributor to the Facilities Manager Certification Program. Jim also served as a WASBO Director from 2014-2016.</p> <p>From his several nomination letters, all continually reference Jim's exemplary passion and commitment to developing relationships within WASBO, his district and across the region. One letter noted, "Jim continually demonstrates positive energy and passion for the profession by leading by example and demonstrating what a positive role model truly is. WASBO has flourished with his leadership, talent and dependability over the years."</p> <p>"Anyone that knows Jim understands that he has an outgoing personality and is never at a loss for words. He uses these great qualities to reach out to others, share experiences, learn from others and teach others. He possesses all of the great qualities that you look for in a leader: honesty, integrity, great work ethic, positive leadership, creativity and compassion," noted another.</p> <p>This honor carries with it a \$1000 professional development grant, sponsored by Quarles & Brady.</p>	<p>Marty was named Friend of WASBO in recognition of his special and noteworthy support of WASBO.</p> <p>Marty was nominated by his fellow Spring Conference Committee members Kathy Davis (DeForest Area School District), Ben Irwin (Cedarburg School District) and Mike Koltes (CESA 5).</p> <p>All of Marty's nomination letters reference his active participation in WASBO through involvement on the Spring Conference planning committee, CSR program, Safety and Risk Management committee, various conference presentations and willingness to share his expertise with anyone. A common theme noted is Marty's "positive attitude, sense of humor...and WASBO spirit."</p> <p>"Marty strives to provide support and develop the network within WASBO which not only helps others grow in the profession, but also illustrates the value of the organization..." noted one letter.</p> <p>"In addition to his time and great personality, Marty is an advocate for WASBO. He encourages others to participate and represents WASBO well. He does all of these great things while remaining humble," noted another.</p> <p>This honor carries with it a \$500 donation in the recipient's name to a charity of the recipient's choice that benefits children in Wisconsin, as he has shown through his work within WASBO. Marty has selected American Family Children's Hospital to receive this donation.</p>



**Application Deadline for Awards is
January 11, 2019**

**Submit your nomination at
WASBO.com/awards**

Collective Bargaining Refresher

Contributor | Boardman & Clark LLP

Many of you may be negotiating 2018-2019 collective bargaining agreements or be in the process of preparing to negotiate your 2019-2020 collective bargaining agreements. Any duty to bargain for 2019-2020 will be dependent on the outcome of recertification elections which will be held between October 31 and November 20. While there have been no changes to the bargaining law since Act 10 was passed, a reminder of some of the basic principles might be helpful. This article will discuss the procedures and issues for those who are negotiating a successor collective bargaining agreement. If you are negotiating an initial collective bargaining agreement, there are additional considerations and issues which must be dealt with, and you may wish to consult legal counsel.

Duty To Bargain

The duty to bargain applies to and is restricted to the amount of total base wage increase of bargaining unit employees, as well as the distribution thereof. The parties will be negotiating a successor collective bargaining agreement to the most recent agreement and use that agreement for base wage increase calculations (or, if the board implemented, the most recent implemented proposal will be used to calculate any base wage increase) which will establish base wages for employees in the bargaining unit. The total base wages for each bargaining unit will be calculated using the “snap shot date” of January 1 of the year in which the collective bargaining agreement will be effective (e.g., January 1, 2018 for a 2018-2019 contract). The parties should use the same method of calculating base wages as they used previously. Unless approved by a referendum, the law prohibits an increase in the total base wages that exceeds 2.13% for collective bargaining agreements effective July 1, 2018 (the CPI cap for collective

bargaining agreements has not been set for collective bargaining agreements that begin on July 1, 2019).

Statutory Notices Regarding Collective Bargaining Agreements

The parties must notify the Wisconsin Employment Relations Commission (WERC) of the commencement of negotiations on a WERC form. Notice must also be given to the public and news media of the re-opening of collective bargaining that complies with the requirements of the Open Meetings Law. See Wis. Stat. §§ 19.86 and 19.84(1)(b).

Presentation of initial bargaining proposals, along with supporting rationale, must be presented at an open meeting which has been posted pursuant to Wis. Stat. § 111.70(4)(cm)2. Initial proposals must be in writing.

Consideration of a tentative agreement and final ratification of any agreement must be done at an open session which has been properly noticed. See Wis. Stats. § 19.85(3).

Other than the above requirements, the Open Meetings Law does not apply to a school board or a committee thereof which is formed for or meeting for the purposes of collective bargaining. See Wis. Stat. § 19.82(1). Negotiations shall be conducted in closed session if either party desires to do so. Despite the fact the Open Meetings Law does not apply, the Attorney General has recommended that negotiation sessions be noticed.

Ground rules may be established to govern the negotiation procedures, but are not necessary. Neither party may insist on ground rules as part of the negotiation process.

Duty Bargain In Good Faith

The duty to bargain in good faith requires both parties to approach

bargaining with an open mind and to make a sincere effort to try and settle their differences and reach a mutually satisfactory agreement. Under Act 10, the duty to bargain only extends to bargaining about an increase in base wages and the distribution of that increase for a one-year period.

The board should not have a “take-it-or-leave-it” position on any issue related to base wage increases and distribution. It must approach bargaining with an open mind and be willing to listen and seriously discuss any proposal the union makes on base wage increases and distribution. You should have a reason based on provable facts for any position you take.

You should not engage in regressive bargaining. That is, you should not take back something you have offered without having a justification for the regression based on a change of facts since the time you made the offer. For example, if you initially offer a base wage increase based on a CPI increase the WERC has published, and you discover an error in your costing that makes the offer in excess of what the law allows, you may reduce your offer and explain why you are reducing it. In most instances, reducing your offer without a valid reason is interpreted as evidence of bad faith bargaining. Because Act 10 limits the subjects of bargaining to base wage increases and the distribution thereof, bargaining generally takes less time than it used to, but you still must be mindful of discussing and responding to proposals.

You must meet with reasonable frequency and for reasonable periods of time. What is reasonable depends on the circumstances, but generally you should promptly respond to a request to bargain and offer dates and times you are available. You must meet for a reasonable length of time, but you do not have to agree to marathon bargaining.

Mechanics Of Bargaining

Each party is free to designate almost anyone it wants as a bargaining representative. The board cannot object to a member of the union’s negotiation committee and vice versa. However, the negotiators for each side must have meaningful authority to negotiate (although not necessarily authority to make a final decision on behalf of the party they represent).

Most negotiating committees decide to have one spokesperson at bargaining sessions and agree to have only that person speak at the bargaining table. If other members of the committee have questions or concerns about what has been said or may be said, the person should let the spokesperson know of the desire for a caucus (meeting separately and confidentially away from the other side to discuss strategy). Bargaining committee members should be prepared to refer questions directed to them individually at the bargaining table back to the chief spokesperson rather than attempting to answer the question themselves at the bargaining table. The committee should work to present a unified front. Committee members should not challenge the chief negotiator’s statements in front of the union. Either side can request a caucus at any time and you can have more than one caucus during a negotiation session. Do not be afraid to caucus as often as is necessary for the committee to do its most effective job of presenting a united front.

Discussions of the negotiating committee and the board regarding bargaining strategies is confidential and should not be discussed with anyone else, other than legal counsel for the board. This includes spouses and family members. Spouses and family members do not have a fiduciary duty to maintain confidentiality, so no information should be shared with them from any closed session, including negotiation strategy discussion.

One member of the board’s negotiations committee should be responsible for taking very complete notes of all proposals, counter-proposals, and discussions regarding every proposal and issue. These bargaining notes are

confidential, and generally should not be disclosed in response to an open records request. These notes may be the basis for resolving questions as to what the parties meant in negotiating the contract. However, do not record the negotiation session without the agreement of all parties.

You should get all proposals and counter-proposals in writing, at least at the stage at which they are tentatively agreed upon. If you orally agree to something, it is just as though you agreed to it in writing. In the course of negotiations you should only tentatively agree on a provision subject to agreement on an entire contract. In other words, don’t agree to the percentage of increase in the base wages unless and until you also have an agreement on distribution. Make the union aware that any agreement reached by the two negotiating committees must be ratified by the full board.

If you are unable to reach agreement with the union negotiating committee, you may not bypass the union negotiators in an attempt to negotiate directly with employees. Also, you may not attempt to undermine the union by your communications with employees. However, you may provide your employees with information regarding what has gone on in negotiations, particularly the information that is given in response to employee questions. You may wish to consult with your attorney before making any such communications to employees.

If agreement is reached with respect to total base wage increase and the distribution thereof, the agreement should be reduced to writing and ratified by both parties and signed as a collective bargaining agreement.

Supplemental Pay

The union may attempt to bargain on a topic that exceeds the board’s authority to bargain. A common topic is supplemental pay. If the union makes proposals that you believe are in excess of your authority to bargain, you can listen to the union (you do not have to cut them off when they make the proposal), but do not make a counter-proposal. Tell the union that you believe their proposal is in excess of what the board

can bargain about and, therefore, you are not making a counter offer to the proposal.

Unless specifically addressing individual employee compensation, discussions concerning supplemental pay or alternative compensation models must be in open session and usually are conducted with a broad range of stakeholders, including certified bargaining representatives. To the extent supplemental pay or alternative compensation model implementation affects base wage bargaining, the discussion may occur in closed session negotiations with the union.

Supplemental pay and alternative compensation plans may not be negotiated or collectively bargained, nor may agreement on total base wages and the distribution thereof be conditioned upon a particular supplemental pay or alternative compensation plan being implemented. It is a statutorily prohibited practice for either party to do so.

Implementation

If agreement is not reached through collective bargaining, and if the board has satisfied its obligation to bargain in good faith, the board may implement its final offer with respect to base wages and the distribution thereof upon the declaration of impasse by the board. Impasse is a term of art in labor law and involves a specific process. If a board implements its final offer, it does not have a collective bargaining agreement for the affected year. School districts should get legal advice before implementing any change based on a claim of impasse. Parties may voluntarily seek mediation if they are at impasse, but mediation is not required for impasse determination or prior to implementation.

Conclusion

Even though Act 10 has simplified collective bargaining in many respects, there are still legal requirements you must comply with. By adhering to the basic legal principles of bargaining, you should avoid problems.

For questions regarding this article, please contact a member of the Boardman & Clark LLP team by visiting www.boardmanclark.com

Member Spotlight: Robert Chady

Bob Chady has long been an advocate for public education. Before he was a school business administrator, while working in the non-profit sector, he was an elected school board member.

“It was as a school board member that my interests in many of the areas of school finance and operations developed,” Chady says. While serving as a board member, he pursued a master’s degree in school business management and upon graduation, as he began his new career, he served dual roles as a school business manager in his employed district and as a board member in his resident district.

After nine years, Chady retired his school board service to focus on his career as a school business manager. During the past six years, he has worked in three districts, currently in Marshall Public Schools in Wisconsin, which serves approximately 1,050 students in four schools on one campus.

Chady finds communication and understanding to be among his top challenges as a school administrator. He cites communication with district staff and administration about compensation and benefits and communication with taxpayers about operational referendum needs and property tax as examples. His strategy for overcoming these challenges is a focus on empathy. “I strive to listen and understand their position while attempting to educate about the district’s position or approach,” Chady says.

Chady has been involved with ASBO International over his tenure as a school business official and finds value in the association. “ASBO provides additional professional development resources and networking opportunities beyond

those of my school business official neighbors, regional business official gatherings, or state ASBO affiliate,” he says.

He was recognized by ASBO International as an Emerging School Business Leader, which gave him the opportunity to attend the ASBO International Annual Meeting & Expo. And his involvement in the association at the state and national level motivated him to become a Certified Administrator of School Finance and Operations (SFO) as a testament of my knowledge and skills. “Both of these recognitions lend credence to my abilities, knowledge, and commitment to the profession to district staff, the board of education, and the community,” Chady says.

His advice for maximizing the opportunities afforded through ASBO include networking and getting involved. “Attend the professional development opportunities that your local ASBO affiliate provides,” he says, “as that provides for both networking and continued professional growth. If you don’t have a regular meeting of your local colleagues, start one monthly or at least quarterly. Those informal conversations can provide a great network of support when needed.”

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Pat Finnemore

Being a Champion of Change
It is natural for people to struggle with change; it can be hard as well as take us out of our comfort zone in a hurry. There are some natural and learned skills and characteristics that can help us become change agents in our personal and professional lives. Pat will use stories and examples to illustrate several of these characteristics showing that anyone can become a "Champion of Change" if they choose to.

The District Court for the Western District of Wisconsin recently issued a decision in *Hickethier v. Sch. Dist. of Cornell, Wis., No. 17-CV-506-jdp*, slip op. (W.D. Wis. July 27, 2018), a case involving allegations of sex discrimination on the basis of a disparity in pay in violation of the Equal Pay Act (EPA). This case involves the employer raising the catch-all affirmative defense of “any factor other than sex.”

Plaintiff's Allegations
The plaintiff, a teacher named Caroline Hickethier, alleged that the defendant, the School District of Cornell, violated the EPA by paying her significantly less than two comparable male teachers: Steven Parker and Richard Erickson.

To prevail on her EPA claim, Hickethier must show that: 1) a male employee received a higher pay than her; 2) for equal work on a job requiring equal skill, effort, and responsibilities; 3) and, under similar working conditions. If Hickethier can prove there is a disparity in pay between her and the comparable male teachers, the District must then prove the disparity in pay is based on one of four affirmative defenses in order to avoid liability under the EPA. The District is able to defeat Hickethier's EPA claim by proving any disparity is due to: 1) a seniority system; 2) a merit system; 3) a system which measures pay on the basis of quantity or quality of production; or 4) any factor other than sex.

Facts
The District uses one of two compensation models to determine teachers' salaries. Prior to the 2014-15 school year, all teachers' salaries were based primarily on their graduate-level educational credits and years of experience; this compensation model was collectively bargained for by the teachers. In 2014, after the passage of Act 10, the District established a new model of compensation. Under the new model, the District set a base wage for teachers and allowed for supplemental pay based on graduate-level educational credits, years of experience, and other incentives as needed on an individual basis (e.g., hiring bonuses, special pay for specific accomplishments or projects, and incentives for positions with limited candidate pools). Beginning in 2014, all new hire teachers were paid pursuant to the new model of compensation; while currently employed teachers were paid pursuant to the model that gave them a higher salary.

The District also offered health insurance coverage to its employees. Under both compensation models, employees have the option to decline coverage under the District's health insurance and have the District pay them, as additional compensation, the amount of the premium it would have otherwise paid on their behalf. Additionally, under both models, the District has the option to deny an employee health insurance coverage (per employee's consent) and add the premium it would have otherwise paid, less a few thousand dollars, to the employee's salary.

Hickethier has been employed as an English teacher with the District for the past 28 years. She has a bachelor's degree and a master's degree, as well as 32 additional educational credits. Hickethier has been paid under the old compensation model. Her salary was \$57,487.15 for the 2015-16 school year; \$59,000 for the 2016-17 school year; and, \$60,400 for the 2017-18 school year. By declining coverage in the District's health insurance plan, Hickethier received additional compensation in the amount of \$17,400 for the 2015-16 school year; \$18,000 for the 2016-17 school year; and, \$19,760 for the 2017-18 school year.

Parker
Parker has been employed as a biology and chemistry teacher with the District for the past 3 years. Prior to working for the District, Parker taught at another school district for 17 years. Parker is certified to teach biology and chemistry. He also has a master's degree, as well as 15 additional educational credits. Parker, as a new hire, has been paid under the new compensation model. His salary was \$67,000 for the 2015-16 school year; \$69,000 for the 2016-17 school year; and, \$71,000 for the 2017-18 school year. As part of his salary, Parker received a \$13,500 annual incentive for having a dual certification and for teaching chemistry, which is a difficult subject for the District to find teachers certified to teach. Parker is the only employee at the District who has this arrangement.

For Attendee Registration and Sponsorship.
WASBO.com/FacilityMasters
Questions? Call 608.249.8588.



Erickson

Erickson was employed as an agricultural education teacher with the District for 32 years, prior to retiring after the 2017-18 school year. Erickson is certified to teach agricultural education. He also has a bachelor's degree, as well as 32 additional educational credits. Erickson was paid under the old compensation model. After the 2014-15 school year, Erickson informed the District's superintendent that he was considering retiring. To entice him not to retire, the District offered not to provide health insurance to Erickson; this would increase his monthly pension upon his retirement; although, it slightly decreased the total compensation Erickson received from the District. Erickson accepted the offer. Accordingly, Erickson's salary was \$65,587.15 for the 2015-16 school year; \$67,600 for the 2016-17 school year; and, \$69,360 for the 2017-18 school year. Erickson was the only teacher at the District who had this arrangement.

The Court's Analysis

The Court decided the case on the District's motion for summary judgement; which the Court granted. Although there was a disparity in pay between Hickethier and her two male colleagues, the Court found that the District introduced evidence that demonstrated the disparity was due to a factor other than sex. The Court found that Parker and Erickson were paid more than Hickethier because the subjects they taught were in high demand and the District had a limited supply of qualified teach-

ers. In granting the District's motion, the Court stated it need not consider whether Hickethier had established discrimination because, even if she had, the District had proven its affirmative defense and, therefore, no reasonable juror could find that any disparity in pay was the result of sex.

The Court reasoned that the District offered Parker a higher salary to convince him to leave his previous school district while it offered Erickson the guarantee of a higher pension to persuade him to continue teaching for another 3 years. Conversely, the Court reasoned, Hickethier already worked for the District and she was not considering retirement; thus, the District had no reason to incentivize her to either leave her previous employment or to continue to work for the District. Finally, the Court reasoned that, until she approaches retirement, Hickethier actually earned a higher pay by declining health care coverage than she would if the District denied her the coverage and added the premium amount to her salary.

Key Takeaway Points

This case illustrates that the circumstances faced by school districts are a necessary consideration in why a disparity in pay exists among employees. In its analysis, the Court considered the District's difficulties in finding quality teachers to teach certain subjects and its difficulties with teacher pay; as well as its status as a small, rural school district and its declining enrollment numbers. This case also illustrates that claims

under the EPA are analyzed on an individualized basis. The Court found unpersuasive Hickethier's argument that neighboring school districts were able to hire teachers to teach the subjects of biology and chemistry without resorting to differential pay, noting that the District did not have the same options as other school districts.

Finally, this case illustrates that school districts are able to use a concern supported by past experiences as justification for differential pay without first having to confirm that the concern will come to fruition with regards to the current situation. The Court found unpersuasive Hickethier's argument that the District needed to present evidence that the District tried to replace Erickson (and were unable to) before it could offer him a higher salary. The Court reasoned that the superintendent's past experiences were sufficient to allow a reasonable juror to conclude that the pay increase was based on a factor other than sex, and thus, the District was not required to attempt to find a replacement for Erickson prior to offering him an increase in salary.

Conclusion

When faced with an EPA claim, it is important that school districts carefully evaluate the merits of the claim and, if a disparity in pay exists, what justifications support such a disparity.

For questions regarding this article, please contact a Strang, Patteson, Renning, Lewis & Lacy, s.c., attorney.

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WASBO FALL CONFERENCE

MORE THAN 300 ATTENDEES UTILIZED THIS YEAR'S FALL CONFERENCE THEME, BE A SUPERHERO IN YOUR DISTRICT, AS THEY DISCOVERED NEW WAYS TO PROVIDE LEADERSHIP AND BEST PRACTICES IN THEIR DISTRICTS THROUGH OVER 40 PROFESSIONAL DEVELOPMENT SESSIONS.

M

ATTENDEES KICKED OFF THE WEEK BY PARTICIPATING IN THE SCHOLARSHIP GOLF OR WALK/RUN FUNDRAISERS (BOTTOM) THAT AID IN PROVIDING OVER \$27,000 IN HIGH SCHOOL STUDENT SCHOLARSHIPS EACH YEAR.

THURSDAY MORNING BEGAN WITH A MESSAGE FROM FESTIVAL FOOD'S CHAIRMAN DAVE SKOGEN ON HOW TO DEVELOP A WINNING CULTURE IN NOT ONLY YOUR PROFESSIONAL CAREER, BUT ALSO YOUR PERSONAL LIFE. MEMBERS WERE ALSO GIVEN THE OPPORTUNITIES TO NETWORK, JOIN IN THE EVER POPULAR TEAM BUILDING EVENT AND ATTEND CONCURRENT SESSIONS COVERING A WIDE ARRAY OF SUBJECT MATTER (LEFT, TOP)

THE PROFESSIONALISM DID NOT STOP THERE. ON FRIDAY MORNING WASBO RECOGNIZED JIM BECKMANN AS THE MIKE ROSHAR WASBO SHINING STAR AND MARTY MALLOY RECEIVED THE TINA HAFEMAN FRIEND OF WASBO AWARD, FOLLOWED BY KEYNOTE TOM THIBODEAU ON "SERVING AND LEADING ON THE EDGE." (LEFT, BOTTOM)

MARK YOUR CALENDAR AND PLAN TO JOIN US NEXT YEAR ON OCTOBER 3-4, 2019 WHERE WE WILL AGAIN RETURN TO THE OSTHOFF IN BEAUTIFUL ELKHART LAKE.



(LEFT TO RIGHT) WASBO PRESIDENT KENT ELICKSON, MARTY MALLOY & TINA HAFEMAN POSE AFTER MALLOY IS AWARDED THE "2018 TINA HAFEMAN FRIEND OF WASBO AWARD"



(LEFT TO RIGHT) WASBO PRESIDENT KENT ELICKSON, ALLISON BUCHANAN (QUARLES & BRADY), & JIM BECKMANN HONORING HIS ACCOMPLISHMENTS AS THE "2018 MIKE ROSHAR WASBO SHINING STAR AWARD" RECIPIENT.



S

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BLR-2314-9c

Stay Connected

Interim Assignments

As school business officials (business managers, bookkeepers, facility directors and other critical positions) take new positions or retire, the districts they depart are left with a void. In addition, many districts are in need of consulting help on project or oversight work. These districts are in need of assistance from interim school business officials until their openings are filled or specific projects are completed. If you would like to be considered, please send a one-page resume and other pertinent details to Woody at woody.wiedenhoft@wasbo.com.

Network by Participating on a WASBO Committee

Meet professional school colleagues and service affiliates, share ideas, enhance WASBO services and enrich your professional development. Serve on a WASBO committee — you'll do all that, and more. Find out more at WASBO.com/committees. Contact Kristin Hauser at kristin.hauser@wasbo.com.

Share Your Expertise - Submit an Article

Has your school district implemented a new practice? Do you have a story to tell? Share your experience by writing an article for *Taking Care of Business*. Email your submission to Clare May, clare.may@wasbo.com.

Mentorship Program

New professionals are entering the field regularly. If you know of someone new in your region who could use the help of a mentor, contact WASBO's Mentor Coordinator, Mary Jo Filbrandt, at maryjo.filbrandt@wasbo.com. For a school facilities mentor, contact Joe Ledvina at jledvina@lacrossesd.org or Dave Hoh at david.hoh@oshkosh.k12.wi.us.



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Service Affiliate Checklist

Your contact for sponsorship, advertising, and newsletter submissions is Clare May, clare.may@wasbo.com

- Sponsorship Opportunities:
 - Midwest Facility Masters Conference
 - Winter at a Glance
 - WASBO/WASPA School Personnel Academy
 - Wisconsin Federal Funding Conference
 - Facilities Management Conference
 - Transportation & Bus Safety Conference
 - Accounting Conference
 - Spring Conference

- *Taking Care of Business* articles due November 15 for December issue.
- Advertise in *Taking Care of Business*.
- Update your profile and communication preferences at WASBO.com.
- Join a WASBO Committee.



ASBO International New Members

September 2018

- **Tracy Case**, Parkview SD
- **Darren Clark**, SD of Waukesha
- **James DeBaker**, Little Chute SD
- **Mary Jo Hermann**, Franklin Public Schools
- **Ronald Olson**, SD of Monroe
- **Jeff Pruefer**, Nicolet High SD
- **Jeff Smreck**, Beloit Turner SD



ASBO International Membership Milestones

October 2018

20 Years

- **Mary DeYoung**, Genoa City J2 SD

Discover the Community Advantage.



Community Insurance Corporation is pleased to support the WASBO Certified School Risk Manager (CSR/M) Program by covering the cost of tuition for one district employee. **Since 2011, CIC is proud to have supported over 40 CSR/M designations.**

2018 CIC Member CSR/M Graduates

Jonathan Mitchell
St. Francis

Rachel Opgenorth
Washington-Caldwell

COVERAGES

- » General Liability
- » Automobile Liability
- » School Board Legal Liability
- » Property
- » Workers' Compensation
- » Cyber Liability

VALUE-ADDED SERVICES

- » Broad-range risk management and loss control services, including on-site training
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To learn more, please contact Josh Dirkse, Aegis Corporation, 1.800.236.6885 or josh@aegis-wi.com

Keep us Posted!

Retiring? Contact WASBO before you leave so we can update your member type to retired and get your new contact information. Email Kristin Hauser at kristin.hauser@wasbo.com. If you are interested in being added to our interim list, send an email to Woody Wiedenhoef at woody.wiedenhoef@wasbo.com.

Changing Districts? Be sure to update your profile at WASBO.com so you don't miss any communications. Call 608.249.8588 if you need help. 📞

Have you renewed your membership for 2018-19?
Log in at WASBO.com, check your profile and print an invoice or pay right online!

Call the WASBO office if you need assistance
608.249.8588

ASBO INTERNATIONAL MEETING DATES

- 2019 Annual Meeting & Expo**
Oct. 25-28, 2019 - National Harbor, MD
- 2020 Annual Meeting & Expo**
Oct. 2-5, 2020 - Nashville, TN
- 2021 Annual Meeting & Expo**
Oct. 13-16, 2021 - Milwaukee, WI
- 2022 Annual Meeting & Expo**
Sept. 14-21, 2022 - Portland, OR



Certified School Risk Managers Designation Series

Remaining Fall classes will be held at the Holiday Inn, Eau Claire South

- Administering School Risks** • Nov. 14, 2018
- CSR/M/CISR Update Credit** – anyone may attend; cost \$185
- Crisis Prevention and Response** • Nov. 15, 2018

All Spring classes will be held at the Best Western Premier, Oshkosh

- Fundamentals of Risk Management** • Feb. 6, 2019
- Handling School Risks** • Feb. 7, 2019
- Measuring School Risks** • March 13, 2019
- Funding School Risks** • March 14, 2019
- Administering School Risks** • April 10, 2019
- CSR/M/CISR Update Credit** – anyone may attend
- Bullying Liability** • April 11, 2019

Info at WASBO.com/riskmanagement

Welcome to our New Members!

District Professional Members

- **Travis Bates**, Director of Transportation, Mayville
- **Ben Gasper**, Supervisor of Buildings and Grounds, Howards Grove
- **Steve Geike**, Director of Maintenance, Portage
- **Nicole Laber**, Director of Human Resources, Marshfield
- **Roy Lindgren**, Head Custodian, Luxemburg-Casco
- **Breanne Lombardo**, Finance Officer, Hurley
- **Aaron Malczewski**, Business Development Director, CESA #7
- **James Mckinney**, Director of Buildings and Grounds, Delavan-Darien
- **Tim Moriak**, Custodian, Clayton
- **Eduardo Navarro**, Assistant Manager of Building and Grounds, Hamilton
- **Morgan Preuss**, District Bookkeeper, Wonevot-Union Center
- **Tom Rheinheimer**, WHS Principal, Wautoma
- **Jenny Schieffer**, Bookkeeper/HR, Birchwood

Service Affiliate Members

- **Chris Bruni**, Director of Sales, Security Health Plan of Wisconsin
- **Matthew Friedman**, Business Development Specialist, Gallagher Benefit Services
- **David Hannes**, Administrative Coordinator, Pro-Team Food Service Advisors
- **Scott Nelson**, Worksite Benefit Consultant, WEA Member Benefits
- **Paul Perkins**, Director of Business Development, H&H Group Holdings

Student Member

- **Michael Aronow**
- **Jon Duhr**, Director of Teaching & Learning, Hartford Union
- **Shannon Foley**

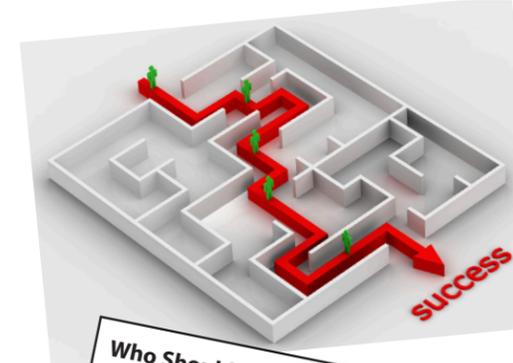
Member Moves and Retirements

On the Move

- **Tami Carlson**, School Management Services Team, WI Department of Public Instruction --to-- Financial Analyst/Grant Manager, Janesville SD
- **Josh Carter**, Operations Supervisor, Pewaukee SD --to-- Director of Facilities, SD of Fort Atkinson
- **Janet Elrod**, Business Manger, Geneva J4 Woods School --to-- Principal
- **Anthony Klein**, Business Manager, Parkview SD --to-- Business Administrator, Delevan-Darien SD
- **David Reeck**, District Bookkeeper, La Farge SD --to-- Payroll & Benefits Specialist, Sparta Area SD
- **Michael Weaver**, Director of Finance and Operations, West Allis-West Milwaukee SD --to-- Director of Business Services, Maple Dale-Indian Hill SD
- **Tim Williamson**, Project Manager, West Allis-West Milwaukee SD --to-- Director of Buildings and Grounds, Waukesha SD
- **Sharon Witt**, Benefits Consultant, Willis Towers Watson --to-- Employee Benefits Consultant, Ansay & Associates
- **Joel Wondra**, Buildings and Grounds Director, Mayville SD --to-- Activities Director, Shawano SD

Retirements

- **David Branback**, Director of Market Development, National Insurance Services
- **Ken Mischler**, Director of Business Services, Manitowoc Public SD
- **Glen Norder**, Director of Facilities, SD of Waukesha
- **David Peterson**, Transportation Director, Amery SD
- **Gary Siegman**, Account Manager Service Solutions, Trane



Who Should Attend?
Business Managers, Bookkeepers and District Administrators will find this valuable. You will benefit if you are responsible for school district finances and reporting. Teams are encouraged to attend and take advantage of discounted pricing for multiple attendees from the same district.

Stay for the
WASBO/WASPA 14th Annual School Personnel Academy
Optimizing Leadership in Human Capital
December 5-6, 2018
WASBO.com/schoolpersonnel



Register at WASBO.com/winter or call 608.249.8588

School Business Management Winter at a Glance

Part of the
Year of Success Program*

December 4, 2018
Madison Marriott West - Middleton, WI

The Winter at a Glance program will focus on business office responsibilities most critical for the winter months. Make sure you are on track to meet reporting deadlines including the Second Friday count, complete reports accurately, and build your budget for 2019-20.

*The Year of Success Program

Winter at a Glance is part of the Year of Success Program, a five-conference series that serves as an ideal introduction to those new to the business office. As with other conferences featuring a Year of Success track, Winter at a Glance is designed for new business managers, bookkeepers, and district administrators. Anyone may attend this conference; you do not need to have registered for the Year of Success Program. Even if you are not new to school business management, you may find this conference to be a helpful review in preparing for the months ahead.

School Business Management - Winter at a Glance

7:30-8 am	Registration - Continental Breakfast	
8-8:20 am	Welcome and Review of the Day	
8:20-9:05 am	Winter at a Glance - Review of important DPI School Finance Team website links, upcoming reporting deadlines and critical activities for the winter.	Carey Bradley, WI Dept. of Public Instruction
9:15-10:15 am	SFS Reporting Membership and Pupil Count - The Second Friday count date is just around the corner! Review of membership counting, projections and audits.	Bruce Anderson, WI Dept of Public Instruction
10:25-11:25 am	An Overview of Business Insurance - How does Workers' Compensation work? What strategies can you employ to save money? How are liability, property, and crime insurances different? What do these insurances cover? Are there coverage differences? An Overview of Business Insurance is an introduction to the world of business insurances that all school districts have, as well as a discussion of other coverages that you should at least consider to provide the best protection to your district.	Kathy Johnson, Risk Management Strategies, LLC
11:25 am - 12:10 pm	Lunch and Mentorship Check-In (included) - After taking a moment to touch base on how mentorship is going, network with the DPI and fellow conference attendees during this meal, included in your registration.	
12:10-1:10 pm	Revenue Limits and Equalization Aid - As you work on building your next budget, a review of these important calculations and worksheets is a must.	Derek Sliter, Bob Soldner, WI Dept of Public Instruction
1:20-2:20 pm	Employee Benefits: A Quick and Simple Overview - A quick introduction of several key areas of employee benefits. The session will focus on health care reform, health plan options, HIPAA and post-employment benefits.	Linda Mont and Sarah Plohocky, Key Benefit Concepts, LLC
2:30-3:30 pm	Budget Building and Fund Balance - If you have not already started, now is the time to begin developing next year's budget!	Sue Schnorr, Oshkosh Area SD; Mike Gerlach, Fond du Lac SD
3:40-4:40 pm	Fees - What can you charge fees for and what is prohibited? Understand the limitations on your fee schedule before you look to change it.	Roger Kordus, WI Dept of Public Instruction

Register or learn more at WASBO.com/winter or call 608.249.8588

Madison Marriott West
1313 John Q Hammons Drive,
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Rate - \$101 - Cut Off - Nov. 12, 2018
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For more information on **Sponsorship Opportunities** contact Clare May at 608.249.8588 or go to WASBO.com/winter

Register by November 21 for Early Bird Rates!

Fall/Winter 2018 WASBO Event Calendar

Here is a look at the conferences, workshops, regional meetings, committee meetings, and other events that make up the Fall/Winter 2018 WASBO Event Calendar. For more information, see the Calendar of Events at wasbo.com/calendar

October

24
Transportation Committee
10 AM, WASBO office

26
Spring Conference Committee
Green Bay

November

5-6
Midwest Facility Masters Conference
Kalahari Resort, WI Dells
wasbo.com/facilitymasters

8-9
Wally Zastrow Leadership Academy
WASBO Office
wasbo.com/leadership

9
Spring Conference Committee
2-3 PM, conference call

14
Administering School Risks
CSRM Course
Holiday Inn South, Eau Claire
wasbo.com/riskmanagement

15
Crisis Prevention & Response
CSRM Update Course
Holiday Inn South, Eau Claire
wasbo.com/riskmanagement

16
WI Valley Regional Meeting
9 AM coffee, meeting 9:30-11:45 AM,
lunch to follow; SD of Marshfield

27
Transportation Committee
10 AM, WASBO office

28
School Business Office Professionals
Conference
Fox Valley Technical College, Appleton

December

4
SFO Study Group
Madison Marriott West, Middleton
wasbo.com/sfo

Winter at a Glance
Madison Marriott West, Middleton
wasbo.com/winter

5
Northwest Regional Meeting
10 AM, Lehman's Supper Club, Rice Lake

5-6
WASBO/WASPA School
Personnel Academy
Madison Marriott West, Middleton
wasbo.com/schoolpersonnel

6
West Central Regional Meeting
9:30 AM - 1:30 PM (working lunch),
Onalaska SD Business Office

7
Facilities Management Conference
Exhibitor registration opens
wasbo.com/facilities

WI Valley Regional Meeting
9 AM coffee, meeting 9:30-11:45 AM,
lunch to follow; Stevens Point SD

12
Southwest Regional Meeting
9-11:30 AM, CESA #3

14
Facilities Management Conference
Attendee registration opens
wasbo.com/facilities

Northeast and Bay Area Regional
Meeting
Fond du Lac School District

Southeast Regional Meeting
1 PM lunch, meeting 1:30-3 PM; Greendale
SD



14 (continued)
Spring Conference Committee
2-3 PM, conference call

WASBO/WASPA 14th Annual School Personnel Academy



December 5-6, 2018
Madison Marriott West
Middleton, WI



Register at WASBO.com/schoolpersonnel

Full conference registration is as low as \$340
for multiple attendees from your organization!
Early bird rates available through Nov. 21!

Sponsorship opportunities available at
WASBO.com/SPAsponsorships
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Gold: PMA/Forecast5
Bronze: Hays Companies

Come a day early & attend
Winter at a Glance
OR
SFO Study Group

Who Should Attend? Human Resource Directors, District Administrators, School Business Managers, School Board Members, and School District Employees in Supervisory Roles

Register at WASBO.com/schoolpersonnel

Conference Schedule

Wednesday, December 5 • 7:45 AM - 4:30 PM
(Registration at 7:30 AM; Networking Social from 4:30-6 PM)

- Collaborative Salary Data Analytics
- Navigating Through the Complicated Intersection of ADA, FMLA and Workers' Compensation
- Sharing Best Practices in Reducing Employee Absenteeism
- What Your Favorite Movies Can Teach You About Motivating Employees
- Benefits Trends and Compliance Update
- Salary & Benefit Trends

Thursday, December 6 • 7:15 AM - 3:45 PM

- Mindfulness Exercise
- The Future of Financial Wellness
- Business Office Accountability - Did We Remember Everything?
- Grow Your Own Teacher Programs: One Suburban District's Story
- Legislative Update
- Administrator Contracts & The Non-Renewal Process
- Harassment & Discrimination in the Workplace: Preventing, Investigating and Litigating

Featured Speakers

- American Deposit Management Co.: John Major
- Associated Benefits and Risk Consulting: Al Jaeger, Bret McKittrick
- Baird Public Finance: Mike Clark
- Boardman & Clark LLP: Michael Julka, Steve Zach
- CESA #7: Patsy Darnick, Matt Wink
- De Forest Area SD: Nathan Jaeger
- Edgerton SD: Tad Wehner
- Forecast5 Analytics: Eric Smith
- Hudson SD: Andrea Voelker
- Lewis Law Office LLC: Julie Lewis
- Middleton-Cross Plains Area SD: Betsy Delzer, Tabatha Gundrum
- Oregon SD: Jina Jonen
- Pewaukee SD: John Gahan
- School Administrators Alliance (SAA): John Forester
- SD of Cudahy: Jim Heiden
- SD of Janesville: Scott Garner
- Verona Area SD: Jason Olson
- Wisconsin Association of School Boards (WASB): Bob Butler
- Wisconsin Association of School Business Officials (WASBO): Woody Wiedenhoeff
- Wisconsin Association of School Personnel Administrators (WASPA): Vickie Adkins

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Why You Should Attend:

- Enhance your district's ability to prevent, investigate and litigate harassment & discrimination.
- Learn best practices to grow your teachers and staff.
- Gain insight to reduce employee absenteeism.
- Develop your knowledge as all aspects of administrator contracts will be covered.
- Gain an understanding of the complicated nuances of ADA, FMLA & Workers' Compensation.
- Motivate employees while learning from your favorite movies.



Register by **November 21**
for Early Bird Rates!



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