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Sauk County WI
Circuit Court
2025CV000020

DATE SIGNED: March 7, 2025

Electronically signed by Michael P. Screnock
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

SAUK COUNTY

NATHAN AND EMILY WEIGEL on their own behalf and
on behalf of their minor daughter, MACY WEIGEL,

Plaintiffs,

v.

Case No. 25-CV-20

WISCONSIN INTERSCHOLASTIC ATHLETIC
ASSOCIATION, and

BARABOO SCHOOL DISTRICT,

Defendants.

TEMPORARY INJUNCTION

Before this Court is Plaintiffs' Motion for a Temporary Injunction filed on February 5, 2025. The motion is fully briefed. The Court held a hearing on March 6, 2025 and provided the parties with a summary of the Court's balancing of the four factors laid out in *Werner v. A. L. Grootemaat & Sons, Inc.*, 80 Wis. 2d 513, 520, 259 N.W.2d 310 (1977). Specifically, the Court noted that the plaintiffs have a strong likelihood of success on the merits with respect to their assertion that the WIAA Board of Control's decision to deny the plaintiff's appeal was arbitrary and a much less likelihood of success on the merits with respect to their assertion that the Board of Control's decision was contrary to law. Having given more consideration to the issues related

to the plaintiff's motion for a temporary injunction subsequent to the hearing, this Court GRANTS the motion and provides the following additional analysis to guide the parties moving forward.

The Court has considered the harm to the parties if a temporary injunction is either granted or denied, including the WIAA's interest in having its rules of eligibility uniformly enforced as to all member schools. The Court notes that there is no discernable competitive advantage that the Baraboo School District could gain if the plaintiffs' minor daughter (the "Student Athlete") is permitted to play varsity softball during her junior year. The record appears to reflect that the plaintiffs have resided continuously within the Baraboo School District during the entire period of the Student Athlete's life that she would have been eligible to compete in WIAA-sanctioned competitions. Furthermore, the Student Athlete did not participate in any interscholastic athletic activities at her former school. Thus, there is no discernable reason to conclude that the Student Athlete is a better or more talented softball player at this time than she would have been if she had attended public school within the Baraboo School District from the beginning of her 9th Grade year. Indeed, if anything, one would expect that the Baraboo High School would have a greater competitive advantage if she had participated in the Baraboo High School softball program during her 9th and 10th grade years.

With respect to the specific rules at issue in this case, the record does not reflect that the WIAA Board of Control considered at all whether the plaintiffs' circumstances "mitigate the [transfer] rule." WIAA's rules of eligibility allow a school district to pursue a waiver of the transfer rule "on behalf of one of its students and upon presentation of documentation detailing extenuating circumstances." Rules of Eligibility Art. II, § 5.A.2. The rules further clarify that "[a]n extenuating circumstance is defined as an unforeseeable, unavoidable, and uncorrectable act, condition, or event which results in severe burden and/or involuntary change that mitigates the

rule.” Rules of Eligibility Art. II, § 5, Note. The record reflects that the WIAA administrative staff considered rule mitigation in its initial denial and concluded that approving the Baraboo School District’s waiver request “would open the door to any transfer becoming allowed.” Doc 26, p. 3. That is patently absurd. WIAA has not disputed that the plaintiffs suffered from an unforeseeable, unavoidable, and uncorrectable act that created a burden on the family. Granting the waiver request would not open the door to allowing any transfer. Moreover, there are numerous facts surrounding the plaintiffs’ circumstances (including those facts noted by the Court above) that would bear on whether granting the specific waiver at issue in this case would mitigate the rule.

It is apparent that WIAA executive staff believe that “choice” is the touchstone of the analysis governing its handling of waiver requests. That is not evident from the WIAA’s own rule and its definition of extenuating circumstance. The Court expects that in considering the Baraboo School District’s waiver request WIAA (executive staff and the Board of Control) will consider all aspects of that definition, including those aspects that address “severe burden,” “involuntary change,” and “mitigates the rule.” If WIAA’s position is that it has consistently applied a “no other choice but transfer” standard to waiver requests, and that it will apply that standard to the Baraboo School District’s waiver request, the record must demonstrate such consistent interpretation and application of the Rules. The record also must demonstrate that such standard was communicated to the Baraboo School District and the plaintiffs early enough in the process to allow them to attempt to provide relevant facts and evidence (if such exists).

The Court also notes that it appears WIAA executive staff considered the Baraboo School District’s waiver request through the lens that parents and students subject to the transfer rule lie as a matter of course. The Court does not determine at this time whether such a premise is

permissible or not; however, as the decision maker WIAA has the task of determining the credibility of individuals who provide information in support of or opposition to the request. If WIAA has a consistent practice of requiring written documentation to back up every substantive assertion bearing on a transfer request, the record should reflect such practice (and the Baraboo School District and the plaintiffs need to be made aware of that policy on the front end – not at the end of the review and appeal process). If WIAA’s final decision on the Baraboo School District’s waiver request depends on its weighing of the credibility of one or more individuals, the record must reflect those credibility determinations.

The foregoing observations are made to assist WIAA in meeting its obligation to create a reviewable record.

IT IS ORDERED,

1. The Wisconsin Interscholastic Athletic Association is enjoined from applying the ineligibility provisions of Article II, Section 3.A.3. of its Rules of Eligibility to Macy Weigel with respect to her participation in varsity sports with Baraboo High School during the 2024-25 school year.
2. The Baraboo School District is enjoined from prohibiting Macy Weigel from participating in varsity sports during the 2024-25 on the basis of the WIAA transfer rules.
3. **This Temporary Injunction shall remain in full force and effect until three business days after the WIAA Board of Control issues a written decision following a new hearing** on the plaintiff’s appeal of the WIAA Executive Staff’s denial of the Baraboo School District’s request for a waiver related to Macy Weigel’s eligibility under the Transfer Rule. If the WIAA Board of Control conducts such a hearing, it

shall comply in every respect with its own rules (Appendix A - WIAA Appeal Process (Doc 29, p. 45)), provided that any written decision shall be provided to both the Baraboo School District and the plaintiffs. WIAA is not precluded from first having its Executive Staff consider the waiver request anew.