



Mukwonago Area School District

Building Better Schools Together

To: [REDACTED]
From: Rachel Hermann
Subject: Letter of Reprimand Regarding Inappropriate Behavior
Date: March 22, 2024

This is a letter of reprimand being issued to you based on a concern that was brought to my attention on March 14, 2024. Based on my investigation, I believe your conduct violated School Board Policy #3210, Staff Ethics. Your behavior also violated the professional code of conduct outlined in the Employee Handbook.

Outline of Concern:

On Thursday, March 14th a concern was brought forward to your administrator's attention that you were making Student A uncomfortable in class by doing the following:

- Winking at Student A
- Staring at Student A for extended periods of time
- Touching Student A's hair and shoulder
- Going out of your way to give unwanted attention to Student A

Additionally, it was brought to your administrator's attention that you made inappropriate comments to Student B about her clothing being too tight, specifically, her shirt.

Conclusions of Investigation:

On Tuesday, March 19th, I met with you as part of the investigation around these concerns. During that meeting, you shared the following:

- You did give Student A extra attention in an attempt to help bring her out of her shell as she was new to the district and you wanted her to feel welcome.
- You do wink at students as a way to create bewilderment and draw out a smile.
- On occasion, you have patted students on the shoulder or on the head.

Additionally, as a result of my investigation, I have concluded that you did make comments about Student B's shirt. While you thought these comments were in jest, Student B was uncomfortable and did not take them as a joke.

These behaviors have not only impacted the students involved, but have also negatively impacted the student's parents, other students in the building, and the school community as a whole.

Expectation Moving Forward:

As educators, it is our responsibility to foster an environment where all students feel safe, respected, and valued. You are expected to demonstrate professionalism in your work with students. Winking at students could easily be misconstrued as flirting, and as such, it is an inappropriate nonverbal affirmation to use with students. Additionally, physical contact with students should be avoided, as there is also room for interpretation, and it could be misconstrued as flirtatious behavior.

Please take time to review the following (which are attached to this letter):

#3210 Staff Ethics

#3213 Student Supervision and Welfare

Employee Handbook

Additional issues of this nature will result in further disciplinary action, including, and up to, termination.

The teacher's signature signifies receipt of the letter and that its contents have been discussed with them; not whether the staff member agrees with its contents. The staff member may include a response, which will be appended to this document.


Teacher

3/22/24
Date


Administrator

3/22/24
Date



Mukwonago Area School District

Building Better Schools Together

April 11, 2024

[REDACTED]

Re: Personnel Investigation/Administrative Leave

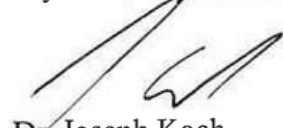
Dear Mr. [REDACTED]

This letter is to notify you that you are being placed on paid administrative leave effective immediately until further notice, pending investigation into allegations that you have not been following Administration's directives related to contact with a student. Your pay and benefits will continue while you are on administrative leave. While on leave, you are not to perform any services for Mukwonago High School and you are not permitted on the school's property.

This is a confidential investigation and, with the exception of discussion with legal counsel and immediate family, you are not to discuss or disclose any information concerning this investigation with anyone, including, but not limited to District staff, students, and members of the public. To protect the integrity of the investigation, you are also not to interfere with the investigation in any way, including not destroying any evidence or discussing this matter with staff, students, or parents. You are also directed not to retaliate against anyone who brought forward concerns regarding your alleged behavior or anyone who participates in the District's investigation into these matters. Failure to follow the directives contained in this letter may result in discipline up to and including termination.

As part of our investigation, your attendance is required at a meeting at **11:00 am on Monday, April 15**, at the **Mukwonago Area School District Office**.

If you have questions regarding this matter, please contact me.


Dr. Joseph Koch
Superintendent



Mukwonago Area School District
Building Better Schools Together

~~X~~ Staff Master Spreadsheet
~~X~~ Safe Schools
~~SP~~ Frontline
~~X~~ Letter of Hire *Res*
~~—~~ Post Position

May 14, 2024

Dear [REDACTED]

At its May 13, 2024 board meeting, the Mukwonago School Board approved your resignation request, effective May 3, 2024.

If you have any questions, please feel free to contact me.

Sincerely,

Rachel Hermann

Rachel Hermann
Director of Human Resources

RH/ss

cc: S. Blue
J. Darin
T. Karthausser
K. Nevoraski
S. Pawlak
L. Scaffidi

RESIGNATION AGREEMENT AND RELEASE

THIS RESIGNATION AGREEMENT AND RELEASE (the "Agreement") is made by and between the **MUKWONAGO AREA SCHOOL DISTRICT** (the "District"), and [REDACTED] (the "Employee").

WHEREAS, Employee is currently employed by the District as a math teacher; and

WHEREAS, Employee wishes to resign from Employee's employment with the District, and the District wishes to accept Employee's resignation.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the District agree as follows:

1. **Resignation.** By signing this Agreement, Employee hereby voluntarily and irrevocably submits Employee's resignation from employment with the District, to be effective May 3, 2024. By signing this Agreement, the District hereby accepts Employee's resignation.

2. **Personnel File.** The District agrees to remove from Employee's personnel file all documents referencing any disciplinary action issued to Employee by the District.

3. **Property.** At a date and time mutually agreeable to the parties, Employee will return all property of the District over which Employee has any control or which is in Employee's possession, and Employee shall be permitted to retrieve Employee's personal property in the possession of the District. Employee further agrees to provide all codes, passwords, usernames, or other identification or information necessary to access any of the District's computer files, e-mail accounts, voicemail systems, and other systems and accounts belonging to the District.

4. **Confidentiality.** The parties agree that they will keep the terms of this Agreement completely confidential except as provided under this paragraph or as otherwise required by law. The District will only disclose this Agreement to such persons who are necessary to carry out the terms of the Agreement, except as required by law, including Wisconsin's public records law, Wis. Stat. §§ 19.21-19.39. In the event the District is contacted by any prospective employer of Employee, District shall provide only Employee's dates of employment, positions held, and last rate of pay, unless otherwise authorized by Employee in writing.

5. **Waiver and Release.** Employee, for and in consideration of the terms of this Agreement, does hereby for Employee, and for Employee's heirs, personal representatives and assigns, fully and forever release and discharge the District, and all of the District's past and present employees, officers, elected officials, agents, representatives, insurers, and attorneys, from any and all claims, demands, damages, actions, rights of action, both known and unknown, costs, loss of wages, expenses, compensation, attorney fees and any other relief, on account of, or in any way growing out of any events relating to Employee's employment with the District and/or Employee's separation therefrom.

This release includes (but is not limited to) any rights or claims that Employee may have under

Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, and its state counterpart, the Wisconsin Fair Employment Act; the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the Equal Pay Act; the Federal Family and Medical Leave Act, and its state counterpart, the Wisconsin Family and Medical Leave Act; Section 118.22 of the Wisconsin Statutes; any grievance procedure contained in any employee handbook or District policy; and any other federal, state or local laws or regulations. This includes a waiver and release of claims under the U.S. Constitution and Wisconsin Constitution.

This also includes a waiver and release of any claims for wrongful discharge, breach of contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction. This release includes both claims that Employee knows about and those which Employee may not know about. This release does not waive or release any right or claim that Employee may have which arises after the date Employee signs this Agreement.

6. **Non-Interference Clause.** Notwithstanding the above, nothing in this Agreement shall interfere with Employee's right to file a charge and/or cooperate or participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission, the Wisconsin Equal Rights Division, or any other federal or state regulatory or law enforcement agency. However, the consideration provided to Employee in this Agreement shall be the sole relief provided to Employee for the claims that are released by Employee herein, and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against the District in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge.

7. **Full and Final Compromise.** The parties agree that this Agreement resolves all matters between them regarding the employment, and separation from employment, of Employee. Employee agrees that Employee is signing this Agreement knowingly, voluntarily and that Employee understands all of the terms and the significance of this Agreement. Employee represents and agrees that Employee has not been coerced, threatened or intimidated into signing this Agreement, that no representations or promises were made to Employee to induce Employee into signing this Agreement, other than as expressly set forth herein, and that Employee has had reasonable and sufficient time to consider this Agreement.

8. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law and, if the rights or obligations of any party under this Agreement will not be materially and adversely affected then: (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, and (d) in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

9. **No Waiver.** The parties agree that this Agreement shall not be deemed or construed

to have been modified, amended, rescinded, canceled or waived in whole or in part, unless the parties agree in writing.

10. **Choice of Law and Entire Agreement.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement represents the full and final agreement between the parties, superseding any oral, written or other agreement between the parties concerning Employee's employment with the District or Employee's separation therefrom.

IN WITNESS WHEREOF, the undersigned further state that they have carefully read the foregoing Resignation Agreement and Release, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

**MUKWONAGO AREA
SCHOOL DISTRICT**

By: _____

Print Name: _____

Date: _____

Date: 5/3/24