



ST. FRANCIS HIGH SCHOOL

"Charting a Course of Excellence"

Mr. Michael Lewandowski, Principal
Mr. Timothy Riedl, Assistant Principal

July 10, 2023
Enrique Camacho

This letter is intended to provide a written directive regarding interactions with students surrounding personal issues, counseling, and advice around sensitive topics. The school board policy directly related to the investigated interactions is **Board Policy 3213 - Student Supervision and Welfare, Standard H: If a student comes to a staff member to seek advice or to ask questions regarding a personal problem related to sexual behavior, substance abuse, mental or physical health, and/or family relationships, the staff member may help the student make contact with certified or licensed individuals in the District or community who specialize in the assessment, diagnosis, and treatment of the student's problem. Under no circumstances should a staff member attempt, unless properly licensed and authorized to do so, to counsel, assess, diagnose, or treat the student's problem or behavior.**

A parent concern was directed to administration regarding multiple conversations you engaged in with both the parent and her student. These conversations revolved around family issues, relationship issues, and providing advice. The parent was concerned that the conversations happening with her child were outside of the scope of your position and blurred the line of appropriateness. She claimed you stated to her daughter that she had "commitment issues, daddy issues, and she shouldn't be dating". Some of these conversations happened while she was assigned to another classroom during your preparation period.

Findings:

1. We were unable to substantiate if you made the specific comments to the student.
2. The student had on at least two occasions missed an academic course to have discussions with you regarding personal issues.
3. You did engage in discussions with both the parent and the student regarding family issues on multiple occasions, including relationship issues with the father of the family.

Directives:

1. You are to direct students and parents to a guidance counselor or administrator if they need assistance with personal issues. You are able to engage students in normal discourse with students, but if they are in need of counseling, send them to an appropriate resource.
2. Students should not be in your classroom when they are assigned to another academic classroom without an administrator providing permission first.
3. At no time during instruction should any student, not assigned to your classroom, be in your classroom.

Failure to follow these directives may result in job related discipline up to and including termination.

4225 South Lake Drive, St. Francis, WI 53235 phone (414) 747-3600 fax (414) 747-3605 www.stfrancisschools.org

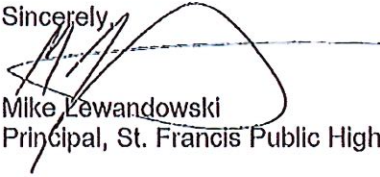


ST. FRANCIS HIGH SCHOOL

"Charting a Course of Excellence"

Mr. Michael Lewandowski, Principal
Mr. Timothy Riedl, Assistant Principal

Sincerely,



Mike Lewandowski
Principal, St. Francis Public High School

Cc: Enrique Camacho
Tim Riedl
Personnel File



"Home of the Mariners"

St. Francis Public School District
4225 South Lake Drive
St. Francis, Wisconsin 53235

Phone (414) 747-3900
Fax (414) 482-7198

Dr. Deborah Kerr
Superintendent

October 17, 2023

VIA EMAIL DELIVERY AND PHONE CALL FROM PRINCIPAL LEWANDOWSKI

Enrique A. Camacho



Dear Enrique:

The purpose of this letter is to inform you effective immediately as of October 17, 2023, you are hereby placed on administrative leave with pay from your teaching position until further notice due to allegations of inappropriate and unprofessional conduct.

The district will conduct an investigation and you are to remain off campus and not engage with any students or staff unless directed by administration. It is our goal to complete this confidential investigation as soon as possible.

If you have any need to communicate with the St. Francis Public School District regarding any aspects of your suspension, you are to call me directly at (414) 747-3910.

You can expect further communication from me in the near future regarding your administrative leave with the St. Francis Public School District.

Sincerely,

Deborah Kerr, Ed. D.
Superintendent of Schools

cc: Mr. Michael Lewandowski, SFHS Principal
Personnel File

Receipt of Acknowledgement:

Email Read Receipt and Verbal Message Confirmation from Principal on October 17, 2023



St. Francis Public School District
4225 South Lake Drive
St. Francis, Wisconsin 53235

Phone (414) 747-3900

Fax (414) 482-7198

"Home of the Mariners"

Dr. Deborah Kerr
Superintendent

October 27, 2023

Enrique Camacho
[REDACTED]

Dear Mr. Camacho,

At your request, this letter is intended to share the results of the District's investigation into allegations of inappropriate and unprofessional conduct on your behalf. This is the information we intend to share in the disciplinary meeting which we will hold on November 1, 2023.

It was reported that during a Government class, you were delivering a presentation about the three branches of government. It was reported that while teaching about the judicial branch, you referred to that branch as having the responsibility of interpreting the law. It was reported that as an example of interpreting "assault," you firmly put your hand around a student's neck. It was further reported that in response to you putting your hand around the student's neck, the student grabbed your hand and removed it.

The District conducted an investigation which consisted of a review of documents and in person interviews with you, as well as multiple other witnesses, including 6 students in your class and 1 other staff member.

On October 17, 2023, as part of the District's investigation, you met with Nikki Schuster, Tim Riedl, and Mike Lewandowski. You also chose to have a SFEA representative present during the meeting.

In response to the District's investigation questions, you reported you recall the lesson in question and performing a "demonstration," but do not recall "firmly grabbing" a student, and you do not recall touching her. You then indicated you may have accidentally touched her, but it happened very quickly. The complainant and other witnesses have corroborated that the touching in question did occur.

You indicated that you have reviewed the Board Policies [3210 – Staff Ethics](#), [3230 – Ethics](#) and Conflict of Interest, and [3213 – Student Supervision and Welfare](#). Further, when you were asked about several other occasions wherein the Administration has intervened regarding your professional conduct with students and staff, you declined to respond at that time. These issues shared with you include:

- Meeting students at a bar in Waukesha while playing in a band.
- Bringing a couch to put into your classroom.
- Using sarcasm in your teaching and belittling a student with special needs by discussing their haircut.
- Keeping students in your classroom without a teacher's permission and counseling them.
- Making unprofessional comments about another teacher.

Enrique Camacho
Investigative Findings Letter
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Investigation Findings:

After reviewing all the facts of the investigation and multiple corroborating statements of witnesses, including your statements, the following summarizes the findings:

1. You did place your hand around a student's neck in an inappropriate manner while demonstrating "assault" during a Government class.
2. In doing so, you have violated the Board Policies [3210 – Staff Ethics](#), [3230 – Ethics](#) and Conflict of Interest, and [3213 – Student Supervision and Welfare](#).

As the District has previously advised you, the District takes this incident very seriously, and will address the recommended next steps in a meeting with you on November 1, 2023. Your cooperation and compliance is expected.

Sincerely,



Dr. Deborah Kerr
Superintendent
St. Francis School District

Cc: Mike Lewandowski, Principal

RESIGNATION AGREEMENT AND RELEASE

THIS AGREEMENT is made and entered into by and between ST. FRANCIS SCHOOL DISTRICT, with its District office at 4225 S. Lake Drive, St. Francis, WI 53235 ("District") and Enrique Camacho ("Employee").

WHEREAS, the Employee and the District have mutually agreed and decided that the Employee will resign his position with the District; and

WHEREAS, Employee and the District have agreed to a severance package including a release of all claims.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. **Resignation.** Employee's resignation with the District and its affiliates shall be effective immediately on November 1, 2023 (the "Resignation Date"). Employee expressly waives any right Employee may have to be employed by the District and any of its related entities, in any capacity, at any time in the future.

2. **Compensation and Benefits.** Employee shall receive the following as consideration for the execution of this Agreement, compliance with the terms of this Agreement, and waiver of the legal rights set forth herein:

(a) Employee shall be relieved of all duties effective immediately.

(b) Subject to the conditions discussed below, the District agrees to pay the Employee's continued salary through the end of the current semester—January 12, 2024 ("Severance Pay Period"). In alignment with the District's payroll process, the final payment will be made on January 7, 2024, which covers the payroll period through January 15, 2024. This amount will be paid on the District's regular payroll period beginning with the District's next payroll following the effective date of this Agreement, and is subject to federal and state withholdings through the end of the Severance Pay Period, and other Employee elected health benefit withholdings (through November 30, 2023).

(c) The District will continue to provide Employee with health insurance benefits on the District's plan through November 30, 2023, at which time all such coverage will be terminated and applicable COBRA coverage will be made available to Employee. Beginning December 1, 2023, Employee understands Employee is eligible to elect continued health insurance under COBRA. If Employee elects continued coverage under COBRA, the District agrees to reimburse Employee for the employer's share of the COBRA premiums from December 1, 2023 through January 31, 2024 (a total of \$5,087.96) upon receipt of proof of payment from December 1, 2023 through January 31, 2024. Employee, however, will be responsible for the Employee's share of the COBRA premium from December 1, 2023 through January 31, 2023 in the total amount of \$553.04. To be eligible for reimbursement, Employee must submit proof of payment within 30

days of payment. The District will reimburse Employee within 7 business days upon receipt of proof of payment. Employee understands it is Employee's sole obligation to make these COBRA payments on a monthly basis in order to continue Employee's health insurance benefits and failure by Employee to make these payments timely will result in cessation of benefits. After January 12, 2024, Employee will be solely responsible for paying any and all COBRA premiums. If Employee obtains other employment prior to the end of the Severance Pay Period which offers insurance coverage, the District's obligation to continue to provide group health insurance coverage will be terminated. Employee agrees to furnish promptly to the District all documentation required and/or reasonably requested by the District regarding subsequent benefit eligibility.

(d) The District agrees that it solicited Employee's resignation and that said resignation was not voluntary within the meaning of Wis. Stats. 108.04(7). If Employee does not obtain other employment prior to the expiration of the Severance Pay Period, the District agrees not to contest any claim by Employee for unemployment insurance benefits subsequent to the expiration of the Severance Pay Period. Accordingly, the District agrees that all written and oral responses to inquiries from the DWD regarding Employee's employment will be consistent with the District's agreement that employee resigned in lieu of termination but not for misconduct as defined by Sec. 108.04(5), Wis. Stats.

(e) As of November 30, 2023, all other Employee insurances and benefits will be terminated including but not limited to dental and vision insurance.

3. **No Other Obligations.** Employee acknowledges and agrees that aside from Paragraph 2, there are no other amounts, obligations or benefits due Employee by the District. Further, Employee acknowledges and agrees that Employee is not eligible for any separation or termination benefit other than as set forth herein, and Employee acknowledges that Employee's right to any benefit or payment authorized under this Agreement is conditioned upon: (a) Employee's execution of the Agreement; and (b) Employee's compliance with all obligations ascribed to Employee under this Agreement.

4. **Neutral Employment Reference.** The District agrees that for reference inquiries directed to Human Resources, the District shall provide a neutral reference regarding Employee's employment, including Employee's position and dates of employment and base pay.

5. **District Property.** Employee acknowledges and agrees that he will return all District property, including electronic and physical documents that may be in the Employee's possession, to the District within three days of signing this agreement. Employee 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, or voicemail systems and agrees to cooperate with the District in an effort to transfer any files, data, systems, or other information to the District or its designated employee. Employee agrees that, as of the time of Employee's separation, Employee will not access or attempt to access any computer, e-mail, voicemail, or other system of the District.

Employee also agrees that he will arrange for the removal of all personal property within three days of signing this Agreement.

6. Advanced Notice for Entry Onto District Property. Employee acknowledges and agrees that he will not come onto District property nor attend any District sponsored events unless Employee has given advance written notice to the Principal of St. Francis School District High School. This provision shall be in effect until June 30, 2024.

7. Confidentiality of Agreement. Employee agrees that the existence of this Agreement and the terms and contents of this Agreement shall be kept confidential and shall not be disclosed in any way, directly or indirectly, to any other person or entity apart from the Employee's spouse, accountant or attorney. The Employer also agrees that the terms and contents of the agreement will be kept confidential, except to the extent required by law. The terms of this Paragraph shall not apply to disclosures compelled by judicial process, disclosures to taxing authorities required by law or consultations with attorneys, accountants, governmental agencies or immediate family members as necessary to implement the terms of this Agreement.

8. 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, the officers, employees, and/or agents of the District, the members of the Board of Education of the District, and the District's benefit plans and its fiduciaries, from any and all claims, demands, damages, actions, rights of action, both known and unknown, costs, loss of wages, expenses, compensation, and any other relief, on account of, or in any way growing out of any events relating to Employee's employment and/or resignation from employment with the District. This release includes (but is not limited to) any rights or claims that Employee may have under the Age Discrimination in Employment Act of 1967, which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964 (as amended by the Civil Rights Act of 1991), which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Employee Retirement Income Security Act; the Genetic Information Nondiscrimination Act; the Family and Medical Leave Act; 42 U.S.C. § 1981; any state law counterparts; and/or any other federal, state, or local employment laws. This also includes a release of any claims for wrongful discharge arising from the separation of Employee's employment and any claims under any severance plan of the District. This release includes both claims that Employee knows about and those which Employee may not know about. Except as set forth in Paragraph 2, this release also acts as a waiver and release of any rights Employee has to any benefits under the District's retirement or other benefit plans, but will not affect any vested rights Employee has under his 403(b) plan. This release does not waive or release any rights or claims that Employee may have under the Age Discrimination in Employment Act which arise after the effective date of this Agreement. Employee agrees that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort by the District in the negotiation or execution of this Agreement. This waiver and release provision does not apply to any rights that Employee cannot lawfully waive.

The District, for and in consideration of the terms of this Agreement, does hereby for the District, the officers, and the members of the Board of Education, fully and forever release and discharge the Employee from any and all claims, demands, damages, action, rights of action, both known and unknown, costs, expenses, compensation, and any other relief, on account of, or in any way growing out of any events relating to Employee's employment and/or resignation from employment with the District.

9. **Noninterference Clause.** Notwithstanding the above, nothing in this Agreement shall interfere with Employee's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Wisconsin Fair Employment Act, 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, reinstatement, or other recovery against District in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge.

10. **Hold Harmless.** Employee agrees that the consideration paid hereunder is in full and final compromise of all claims, known or unknown, that Employee may have against the District as of the effective date of this Agreement. Employee agrees not to file suit, or initiate a proceeding, claim or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on Employee's behalf, against the District related to any events concerning Employee's employment or termination from employment with the District. If Employee breaches this Agreement by filing a lawsuit based on claims that Employee has released, Employee will pay for all costs incurred by the District, including any and all attorneys' fees and costs incurred by the District, in defending against Employee's claim if so ordered by a court of law.

11. **Indemnification.** Employee shall be solely responsible for any and all tax liability as a result of the manner of reporting the payments described in this Paragraph No. 2, if any. The District makes no representations as to the tax implications of the amounts paid to Employee. The parties agree that Employee shall indemnify and hold the District harmless from and against any and all liability, including taxes, penalties and interest, incurred as a result of any tax liability resulting from the manner of reporting the payment.

12. **Governing Law.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any conflicts of law provisions.

13. **Severability.** In the event that any provision or clause of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision or clause of this Agreement and the remaining covenants, restrictions, and provisions herein shall remain in full force and effect, and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

14. **Notice.** Any notice to be given hereunder shall be deemed sufficient if addressed

in writing, and delivered by registered or certified mail or delivered personally, in the case of the District to its District office and in Employee's case, to Employee's address appearing on the District's records, or to such other address as Employee may designate in writing to the District.

15. **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart shall be considered an original and all such counterparts shall constitute a single agreement binding upon the parties.

16. **No Waiver.** The failure of either party to insist, in any one or more instances, upon performance of the terms or conditions of this Agreement, and/or the waiver of a breach of any provision hereof, shall not be construed as a waiver of other breaches of the same or other provisions of the Agreement and/or relinquishment of any right granted hereunder or of the future performance of any such term, covenant, or condition. 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. To prevent adverse tax consequences, the parties agree that they will not modify the payment schedule set forth in Paragraph 2 above.

17. **Benefit.** This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by and against the District, its successors and assigns, and Employee, Employee's heirs, beneficiaries, and legal representatives.

18. **Entire Agreement.** This Agreement sets forth the entire intent of and understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior discussions, negotiations, and agreements between the parties, rendering all prior agreements between the parties null and void.

19. **IN ENTERING INTO THIS AGREEMENT, EACH PARTY EXPRESSLY STATES THAT IT HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT, THAT THIS AGREEMENT HAS BEEN FULLY EXPLAINED TO SUCH PARTY BY ITS RESPECTIVE ATTORNEY, AGENT, OR REPRESENTATIVE, THAT THE PARTY ENTERS INTO THIS AGREEMENT VOLUNTARILY AND OF ITS OWN FREE WILL AND THAT THE PARTY UNDERSTANDS THAT THIS AGREEMENT CONSTITUTES A FULL, FINAL AND BINDING SETTLEMENT OF THE MATTERS COVERED BY THIS AGREEMENT. EACH PARTY FURTHER STATES THAT ITS WILLINGNESS TO ENTER INTO THIS AGREEMENT WAS NOT INDUCED BY, OR BASED UPON, ANY REPRESENTATION BY ANY OTHER PARTY HERETO, OR ITS AGENTS OR EMPLOYEES, WHICH IS NOT CONTAINED IN THIS AGREEMENT. VALUABLE LEGAL RIGHTS ARE WAIVED HEREUNDER.**

Accepted By:

ENRIQUE CAMACHO

DocuSigned by:



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Enrique Camacho

Date: 11/3/2023

ST. FRANCIS SCHOOL DISTRICT



By: *Dr. Deborah A. K...*
Title: *Superintendent*

Date: 11/03/23

