

BOARD OF EDUCATION
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
GREEN BAY, WISCONSIN

SPECIAL BOARD MEETING – CLOSED SESSION

Monday, July 9, 2012 – 5:36 p.m.
District Office Building, Room #331

Present Becker, Blecha, Frantz, Jeffreys, Maloney, Wagner, Warren

Others Present Langenfeld, Attorney Olson, Etten, Pahlow, Smith (Attorney Hawks, Patt, and Steven Crowley joined the closed session at 5:54 p.m. and left at 7:12 p.m.)

Presiding Officer President Warren presided.

Roll Call All members were present on roll.

Meeting Purpose President Warren announced that a Special Board Meeting – Closed Session has been scheduled for Monday, July 9, 2012, immediately following the adjournment of the Special Board Meeting (which begins at 5:00 p.m.) at the District Office Building, 200 S. Broadway, Green Bay, WI 54303, Room #331, pursuant to Wisconsin Statute 19.85 (1) (c) – Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and pursuant to Wisconsin Statute 19.85 (1) (f) – Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations, to wit: personnel matter(s) The meeting will begin in Open Session to consider the appropriate motion for a Closed Session so provided by law.

Maloney moved, seconded by Wagner, that the Board go into Closed Session for the purposes stated above. Motion carried, all voting “Aye” (7-0), roll call vote.

Personnel Matter(s) Attorney Tim Hawks, Keith Patt, and Steven Crowley were present to provide information regarding the first personnel issue.

After Attorney Hawks, Keith Patt and Steven Crowley were excused (7:12 p.m.), the Board deliberated in private. Board discussion ensued.

Langenfeld and Attorney Olson provided information regarding two additional personnel matters.

Board of Education, Green Bay Area Public School District, Green Bay, WI
Special Board Meeting – Closed Session Meeting Minutes – July 9, 2012 – Page 2

Adjournment Maloney moved, seconded by Blecha, that the Special Board Meeting –
Closed Session be adjourned. Motion carried, all voting "Aye" (7-0).
Meeting adjourned at 8:18 p.m.

Celestine Jeffreys, School District Clerk

REVISED

BOARD OF EDUCATION
GREEN BAY AREA PUBLIC SCHOOL DISTRICT
GREEN BAY, WISCONSIN

SPECIAL BOARD MEETING
Tuesday, August 7, 2012 – 5:00 p.m.
District Office Building, Room #331

AGENDA

A. DISCUSSION ITEM

I. Health Insurance for Monitors

B. ACTION ITEMS

I. Employment of Administrative Staff

Recommended Motion: That the employment of Angela Hager as Elementary Principal, 11 months, at Lincoln Elementary School, at a salary of \$79,177 (86th percentile), effective August 1, 2012, as presented, be approved.

II. Leave of Absence

Recommended Motion: That a non-paid career alternative leave of absence for Amy Bindas, Principal at Washington Middle School, effective August 20, 2012, for the remainder of the 2012-13 school year, be approved.

III. Termination

Recommended Motion: That the termination of Steven Crowley, English as a Second Language teacher at Franklin Middle School, effective August 7, 2012, be approved.

IV. Clerical Staffing

Recommended Motion: That the revised clerical staffing, as presented, be approved.

C. ALL OTHER MATTERS ALLOWED BY LAW

July 24, 2012

Steven M. Crowley



GREEN BAY AREA
PUBLIC SCHOOL DISTRICT

All learning All growing

Dear Mr. Crowley:

On Tuesday, March 6, 2012 you were involved in an incident at Franklin Middle School where you are employed as an ELL teacher. District video of the incident indicates that you engaged in what can only be termed an unprovoked physical assault upon the student.

As part of the District's investigative effort, you met on Wednesday, March 7, 2012 with Sandra Beyer-Principal Franklin Middle School, Keith Patt-Executive Director Green Bay Education Association (GBEA) and me, to conduct a Due Process investigation. You were informed of your rights to representation, which you accepted. Later that day, you met with Sandra Beyer, Dr. Margaret Christensen-Assistant Superintendent – Human Resources and me, and were placed on paid Administrative leave, pending the conclusion of the Due Process investigation. You participated in a closed session pre-termination meeting on Monday, July 9, 2012, with the GBEA, Tim Hawks-legal counsel for the GBEA, Mark Olson-legal counsel for the Green Bay Area Public School District, Dr. Michelle Langenfeld-Superintendent of Schools and Learning, the Green Bay Area Public School District Board of Education and me. The District has now completed its investigation of the incident and of related information brought to light during that investigation of the March 6, 2012 incident.

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www.greenbay.k12.wi.us

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Superintendent
Michelle S. Langenfeld, Ed.D.
Phone: (920) 448-2100
Fax: (920) 448-3562

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The District has concluded from the investigative information obtained from staff, students, video surveillance footage, the Due Process hearing and other outside investigative materials:

1. That Steven Crowley, teacher at Franklin Middle School, engaged in an unprovoked aggravated physical altercation with a student on March 6, 2012.
2. That Steven Crowley failed to follow proper protocol for appropriate interaction with a student.
3. That Steven Crowley has participated in Positive Behavioral Interventions and Supports (PBIS) training offered by the Green Bay Area Public School District regarding proper engagement of students prior to March 6, 2012.
4. That Steven Crowley was placed on paid Administrative Leave on March 7, 2012.
5. That Sandra Beyer, Principal Franklin Middle School, followed proper procedure in the investigation of the alleged incident and implemented appropriate measures to protect the safety of the students and faculty of Franklin Middle School.
6. That on March 7, 2012, a report of Child Maltreatment was sent to the Brown County Human Services Department pursuant to the District's legal reporting obligations pursuant to section 48.981, WI Statutes.
7. That on April 16, 2012 a finding of substantiated child maltreatment by Steven Crowley was determined following the Brown County Human Services Department investigation.
8. That on May 30, 2012, the original decision of substantiated child maltreatment was upheld through an appeals process.
9. That Steven Crowley was given a Written Reprimand on June 23, 2005 for similar misconduct involving a student.

Your March 6, 2012 actions demonstrated an unacceptable lapse in professional judgment. You have participated in non-violent crisis intervention training through PBIS. The District and the community have expectations that our schools are a safe environment for our students and your actions compromised

IV. T.

Joint School District No. 1
Green Bay, Wisconsin, et al

Grievance No. _____

Grievance Initiation-Level One
Complaint by the Aggrieved Teacher

Type or Print

Aggrieved Teacher Steve CrowleyDate of Formal Presentation 9/13/2012

Home Address of Aggrieved Teacher _____

Telephone _____

School FranklinPrincipal Sandra BeyerName of Green Bay Education Association Grievance Representative None*(If filed directly and not through the Association, indicate "none.")*

Statement of Grievance: *(Include the date(s) on which alleged incident(s) occurred and the Master Contract provision(s) allegedly violated.)*

On August 6, 2012, the Grievant received notice dated July 24 that he was terminated for abusive conduct associated with maintaining order in the school. The grievant denies the allegation. Assuming for the sake of argument that any District policy was violated, the severity of the discipline is not reasonably related to the seriousness of the offense.

The District's disciplinary action with regard to the grievant violates Article II, Section A.4 and Article IX, Section E. of its Collective Bargaining Agreement with the Green Bay Education Association in that the District fails to have "cause" for such discipline.

Action Requested:

The grievant requests that the discipline be rescinded; that the grievant be made whole for any and all losses he has suffered as a consequence of the alleged breach; and that any and all records relating to this matter be expunged from the grievant's personnel file and from any other District file in which such records may be stored.


(Signature of Aggrieved Teacher)

NOTE: White copy to teacher, yellow copy to principal, pink copy to Human Resources Office, gold copy to GBEA.

EXHIBIT I

October 8, 2012

Dr. Michelle Langenfeld
200 S. Broadway
Green Bay, WI 54303

RE: Grievance Level One

Based on Article V Section D. Step 2. of the MOA I hereby appeal the decision by Randall Etten dated October 2, 2102 and received October 6, 2012.

Sincerely,

A handwritten signature in cursive script that reads "Steven M. Crowley". The signature is written in black ink and is positioned above the printed name.

Steven M. Crowley

RECEIVED

OCT 31 2012

October 30, 2012

Board of Education
Green Bay Area Public School District
200 South Broadway
Green Bay, WI 54303

GREEN BAY AREA PUBLIC SCHOOLS
SUPERINTENDENT OF SCHOOLS

Dear Board Members,

I am submitting this Level Three grievance in accordance with Article V, section D, step 3.

I believe that I have been terminated unjustly. The reasons are as follows.

On March 6, 2012, I used appropriate measures to at first direct a student to her class and then, following being pushed, kicked, and bitten, used reasonable measures, along with another teacher, to restrain the student so that she could be escorted to the appropriate authority.

The student was standing in the hallway after the final bell contrary to the rule in our school that students are to be in or clearly on their way to be in their classrooms by the time that the final bell rings. I calmly asked her where she needed to be. She told me to leave her alone. I asked her a couple more times where she was supposed to be and she moved to avoid a response and to avoid my direction that she go to her class. Her final response was to tell me to get out of her face at which time she pushed me. I then told her, "Now we need to go to the office." I began walking her to my room so that I could make a call for an escort.

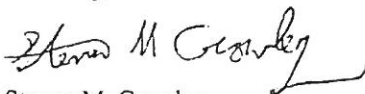
As I passed _____ classroom, on the way to my classroom, the student turned toward me and brought up her arms as if to strike me. I took hold of her wrists to keep her from striking me further at which point she placed her open mouth on my left forearm. As she was about to bite my arm, I made an effort to prevent that from happening, restraining her more completely and called for assistance. Waiting for help, I maintained my restraint. _____ also joined me and assisted in the restraint of this student. The student's continued resistance resulted in the three of us moving around in the hallway as I was trying to maintain control of the student while at the same time trying to avoid being bitten, struck, or kicked. During this entire time I was talking to her in a calm manner in an effort to calm her down to the point that I could release her from my control. She refused to comply. I maintained control of her until _____ arrived and the student yielded to her direction.

I have had the opportunity to review the video recording of this incident and note that it suffers from two notable defects. In the absence of an accompanying audio recording, the viewer cannot hear my calm, but serious verbal tone which is quite incongruous with the visual images of the recording. Additionally, the opening of the classroom door obstructs the view of the scene and hides from the viewer the fact that the student was in the process of biting my arm.

Given the situation, I used the restraint required to maintain control of the student. To be sure, I have examined the situation repeatedly and carefully to determine how I could have better handled the situation, but regardless of this self-evaluation, I did not act in a way that endangered the health, safety, welfare, or education of this student.

In case you were not aware I received the "Back to School" letter from the superintendent dated August 22, 2012. I was also not officially informed that I had been terminated until October 5, 2012. Finally, nowhere in PBIS training is "non-violent crisis intervention" addressed.

Sincerely,



Steven M. Crowley

September 21, 2012

Mr. Steven M. Crowley

Dear Mr. Crowley:

The District has received the Grievance Initiation-Level One, Complaint by the Aggrieved Teacher, dated September 13, 2012. The grievance alleges the following:

“District’s disciplinary action with regard to the grievant violates Article II, Section A-4 and Article IX, Section E of its Collective Bargaining Agreement with the Green Bay Education Association in that the District fails to have “cause” for such discipline.”

The District issued the termination letter to you on August 6, 2012 and the Board took final action on this on August 7, 2012. The Green Bay Education Association entered into a Memorandum of Agreement (MOA) with the Green Bay Area Public School District for the period of July 1, 2011 through June 30, 2013. As a provision of this MOA, Article V-Grievance Procedure, Section D (3) reads as follows:

*“Level One. The grievant may first discuss his/her grievance with his/her immediate supervisor. If such discussion does not provide a satisfactory resolution, the grievant may formalize his/her grievance in writing. **The grievant must file his/her grievance in writing** with his/her principal or immediate supervisor either directly or through the Association’s designated representative, **within forty-five (45) days except in instances in a suspension or discharge in which the grievant must file his/her grievance in writing within fifteen (15) days after the facts upon which the grievance is based became known, or the act or condition on which the grievance is based became known, or the act or condition on which the grievance is based occurred. If in any event the grievance is not filed within this forty-five (45) day or fifteen (15) day time frame, respectively, then the grievance will be considered as waived.** The principal or immediate supervisor shall give a written response, along with the reasons, to the grievant within five (5) school days of receipt of the written grievance.”*

The District made a good faith effort to resolve this matter in a timely fashion per MOA, Article V, Section C (2):

“In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, which, if left unresolved until the beginning of the following school term, could result in irreparable harm to a party in interest, the parties

agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable."

The District made every effort to accommodate the timelines defined by the MOA during the entirety of this investigation and recommendation of discipline. The filing of this grievance by the grievant must also adhere to the same constraints of the MOA. An analysis of this can only lead one to conclude that the grievance must have been filed no later than August 22, 2012 in order to be considered by the District as a valid grievance. The District has determined that the filing of the Grievance Initiation-Level One does not meet the standard for compliance with the MOA.

Therefore, the grievance is denied.

Sincerely,

Randall W. Etten
Director of Human Resources

October 25, 2012

Mr. Steven Crowley

Dear Mr. Crowley,

I have reviewed your request to appeal the grievance. We met on October 16, 2012 at the District Office Building. Also in attendance were Jean Marsch, Chief Human Resources Officer, Randy Etten, Director of Human Resources, and David Harswick, Executive Director, GBEA.

I am denying your grievance. In reaching my decision, I carefully considered the points you made at the meeting which were:

1. You believe that the student provoked the situation.
2. You do not believe Positive Behavior Interventions and Support (PBIS) training is the same as non-violent crisis intervention training.
3. You have appealed the Brown County's findings that substantiated child maltreatment. The original appeal was substantiated on May 30, 2012. You noted that attorneys have traded briefs but things are still up in the air.
4. You stated that you had no knowledge of the letter of reprimand in your file from then Principal Amy Bindas regarding similar misconduct involving a student dated June 23, 2005. According to your recollection, the incident was investigated and then Assistant to the Superintendent, John Wilson, stated "That's it."
5. You received the "Back to School" letter from the District and two wage payments after you had been terminated which were errors on the District's part.
6. Finally, you stated that you did not believe that you vehemently defended yourself when meeting with the Board. You stated that you saw your response to be neutral regarding how you were portraying the situation.

In a follow up question, I asked you if you felt your personal safety was at risk. You noted that you felt it was in your best interests to restrain the child

In addition, I again reviewed the surveillance footage as well as the evidence obtained by staff and students.

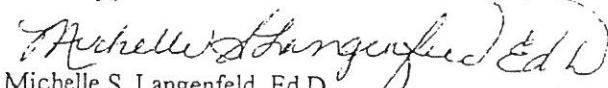
Your statements that PBIS is not the same as non-violent crisis intervention training, the status of the appeal in Brown County, the error regarding a letter and wage payments and status of the letter in your file have no bearing on your termination nor do these factor into my decision to deny the Grievance. None of these assertions mitigate or justify your misconduct on March 6, 2012 and none of them diminish the severity of your assault upon the student on that day.

The evidence provided in our discussion and a review of the surveillance footage as well as evidence obtained by staff and students does not support your explanation of self-defense or that the student provoked the situation.

In denying your grievance, I have determined that you engaged in an unprovoked physical altercation with a student on March 6, 2012 that was recorded on video and lasted over two minutes in duration. Your unacceptable and unprofessional behavior exhibited in the video resulted in termination.

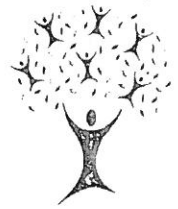
If you are not satisfied with my decision, you may take your grievance to the Green Bay Board of Education, which is Level Three of the Grievance process.

Sincerely,


Michelle S. Langenfeld, Ed.D.
Superintendent of Schools and Learning

c: David Harswick

EXHIBIT J



GREEN BAY AREA
PUBLIC SCHOOL DISTRICT

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Phone: (920) 448-2100
Fax: (920) 448-3562

2011
A.P. Achievement List
District

IV. Y.



Buelow Vetter
Buikema Olson & Vliet, LLC

November 29, 2012

Ms. Jean Marsch
Chief of Human Resources Officer
Green Bay School District
200 South Broadway
Green Bay, WI 54303 53066

Mr. Steven M. Crowley

**Re: Green Bay Area Public School District
December 3, 2012 Level Three Grievance**

Dear Ms. Marsch and Mr. Crowley:

I will be representing the Green Bay Area Public School Board at the grievance hearing which is to be heard at Level Three of the Grievance Procedure which is set forth in Article V of the 2011-13 Memorandum of Agreement between the Green Bay Area Public School District and the Green Bay Education Association. The grievance is scheduled to begin at 4:30 p.m. on December 3, 2012 at the School Board room at the District office, 200 South Broadway, Green Bay, Wisconsin. The Board has asked that I communicate to each of you the format of the Level Three hearing. The Board intends to use the following format for this grievance:

1. The presiding officer and/or legal counsel will explain the purpose of the meeting and the procedures to be followed.
2. There will be a court reporter present at the private conference to record the minutes of the meeting.
3. Mr. Crowley will have thirty (30) minutes to present his case in contesting the termination of his employment.
4. The Administration will have thirty (30) minutes to respond to the arguments presented by Mr. Crowley, if it wishes to do so.
5. There will be no cross-examination of witnesses by either the Administration or Mr. Crowley.

November 29, 2012

Page 2

6. Members of the Board of Education will have the opportunity to ask questions of any witnesses or the parties at any time during the proceeding.
7. Following the conclusion of the presentations by the parties, the Board of Education will deliberate in closed session and render a decision based upon the presentations.
8. The Board's decision will be issued in writing to Mr. Crowley and to the Administration.

Please be advised that the Board does intend to adhere strictly to these timelines. The grievance meeting will be conducted in closed session, pursuant to Section 19.85(1)(c), Wis. Stats., and Section 19.85(1)(f), Wis. Stats. Any documents which are presented by either Mr. Crowley or by the Administration during this hearing will be viewed as confidential personnel documents, and will not be subject to public release or disclosure following the hearing.

Please feel free to contact me if either of you has questions with regard to these procedures.

Very truly yours,

Buelow Vetter Buikema Olson & Vliet, LLC



Mark L. Olson

MLO:deh

Enclosures

cc: Brenda Warren, School Board President
Dr. Michelle Langenfeld, Superintendent of Schools and Learning

December 5, 2012

Mr. Steven M. Crowley



GREEN BAY AREA
PUBLIC SCHOOL DISTRICT

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Dear Mr. Crowley,

This letter will advise you of the decision of the School Board of the Green Bay Area Public School District following the conclusion of the December 3, 2012 meeting which was conducted at Level Three of the grievance procedure which is contained in the 2011-2013 Memorandum of Agreement between the Green Bay Area Public School District and the Green Bay Education Association.

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The grievance was heard by the Board as a response to the grievance which you filed to contest your employment termination as an instructor in the District; the termination was recommended by the Administration as a result of your unprovoked physical assault upon a student on March 6, 2012. The Board heard the recommendation of the Administration during an executive session which was conducted on July 9, 2012; at that meeting, you were present and were represented by representatives of the Green Bay Education Association. At the July 9, 2012 meeting, you were provided with a full opportunity to present the facts which you believed supported the continuation of your employment, and the Administration was given the opportunity to present the facts which they believed supported the termination of your employment.

2011
A.P. Achievement List
District

On December 3, 2012, the Board heard your presentation in support of your grievance, and deliberated based upon the information that you provided and the information that was presented to the Board by the Administration, by you, and by the GBEA on July 9, 2012. At the conclusion of the Board deliberation regarding the substance of your grievance, the Board entertained the following motion: "The School Board of the Green Bay Area Public School District hereby denies the Level Three grievance filed by Steven Crowley pursuant to Article V, Section D.3 of the 2011-2013 Memorandum of Agreement between the Board of Education and the Green Bay Education Association, based upon the record which has been established during this Level three grievance, and upon the evidence which was presented to the Board at the executive session which was conducted on July 9, 2012."

The recommendation of the Administration that your employment be terminated is therefore affirmed and accepted by the Board.

Sincerely,

Brenda Warren
School Board President

cc: Mr. David Harswick, Executive Director – Green Bay Education Association
Dr. Michelle S. Langenfeld, Superintendent of Schools and Learning

IV. AA.

- F. The Board shall, with the expressed written consent of the carrier, make available to the Association for its staff the life, health and dental insurance programs available to teachers within the District at the same group rates providing the Association submits all premiums to the Board in advance. The Association will enroll all current staff members within such programs within thirty (30) days of the execution of this Agreement. Any new Association staff members must be enrolled within thirty (30) days of their employment date.
- G. The initiation and/or continuance of all voluntary payroll deduction privileges extended to teachers, except as provided in Article IV, Section A, shall be reviewed annually by the Board and the Association; and additions, modifications, or deletions shall be effected as may be mutually deemed appropriate.
- H. The Superintendent shall provide the Association on or before October 1 of each year a list of names and addresses of parents with children then enrolled in the District. Such list shall be provided electronically and shall be the same list as that currently being used by the District in mailing newsletters to parents. The Association agrees that the list shall not be made available to, or be used by, any Association member(s) or any person(s) outside the Association; but rather the list shall be used solely by the Association to communicate with School District parents regarding matters directly related to its responsibilities and functions as the exclusive collective bargaining representative for teachers. A breach of the obligations of the Association with respect to use of the list shall entitle the District to discontinue providing the list and electronic data file to the Association.

ARTICLE V GRIEVANCE PROCEDURE

- A. Definitions.
 - 1. A "Grievance" is a claim based upon an event or condition which affects the wages, hours, and conditions of employment of a teacher, group of teachers or the Association as to the interpretation, meaning or application of any of the provisions of this Agreement.
 - 2. A "grievant" may be a teacher, group of teachers, or the Association.
- B. Purpose.
The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise.
- C. General Procedures.
 - 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, which, if left unresolved until the beginning of the following school term, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
 - 3. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of this Agreement, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved under the terms of this Agreement and this Article, and not under the succeeding Agreement.
 - 4. At all levels of a grievance, after it has been formally presented, at least one (1) member of the Association shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

D. Initiation and Processing.

1. Level One. The grievant may first discuss his/her grievance with his/her immediate supervisor. If such discussion does not provide a satisfactory resolution, the grievant may formalize his/her grievance in writing. The grievant must file his/her grievance in writing with his/her principal or immediate supervisor either directly or through the Association's designated representative, within forty-five (45) days except in instances in a suspension or discharge in which the grievance is based became known, or the act or condition on which the grievance is based became known, or the act or condition on which the grievance is based occurred. If in any event the grievance is not filed within this forty-five (45) day or fifteen (15) day time frame, respectively, then the grievance will be considered as waived. The principal or immediate supervisor shall give a written response, along with the reasons, to the grievant within five (5) school days of receipt of the written grievance.
2. Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may appeal to the Superintendent in writing within five (5) school days after the receipt of the decision at Level One. The Superintendent will meet with the grievant and an Association representative in an attempt to resolve the grievance within ten (10) school days after receipt of the appeal. A written decision, along with the reasons, shall be given to the grievant within the same ten (10) day period, beginning from the date of receipt of the appeal.
3. Level Three. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may after receipt of the decision by the Superintendent request that the Association submit his/her grievance to the Board of Education. Such submission shall be made within five (5) school days after receipt of the decision by the Superintendent or fifteen (15) school days after he/she has appealed to the Superintendent, whichever is sooner. The decision of the Board of Education will be final and binding upon the parties.

ARTICLE VI
SCHOOL CALENDAR

- A. There will be one hundred ninety-one (191) paid contractual days in the 2011-2012 school year. These days shall be counted as follows:
1. There shall be one hundred eighty (180) teacher-student contact days scheduled within the school year.
 2. School improvement days shall be August 26 and 29, 2011. Middle school teacher workdays shall be January 20 and June 6, 2012. Elementary teachers shall be provided a workday at the end of the first and second trimester (November 23, 2011 and February 24, 2012).
 3. Holidays shall be September 5 and November 24, 2011, and May 28, 2012.
 4. Professional learning half days shall be September 9, 2011 for reflection; December 2, 2011; and May 25, 2012. Middle and high school teachers will have a half-day professional learning day and a half-day parent/ teacher conference day on October 14, 2011 and March 8, 2012. Each building will have a committee to survey their respective staffs regarding input on half days of professional learning. This committee will recommend the agenda for each half day, subject to the approval of the principal. The third half-day scheduled for December 2, 2011, will be devoted to meeting curriculum needs and will be scheduled by mutual agreement of the principal and departments at the middle and high schools. Elementary teaching specialists will not teach students on one (1) of the five (5) professional learning half days and will have this time for departmental meetings; however, an equalization schedule will be

GREEN BAY AREA SCHOOL DISTRICT
Board Policy Manual

522.6

STAFF-STUDENT AND STAFF-MINOR CHILD RELATIONS

In all its employee relationships within the District, the School Board places the education, health and safety of the students foremost and shall expect that all employees do likewise.

Positive relationships with students are of paramount importance in student achievement. The District is committed to quality educational programs requiring integrity, high ideals, and human understanding on the part of involved staff. All employees are expected to accept responsibility for their conduct as representatives of all. The Board also expects all employees to dress and groom themselves in a manner which inspires respect from the students, parents, peers and the public.

Staff members are required to abide by such standard of conduct which is in keeping with community morals, to good citizenship, and to an example of self-discipline for their students. Further, staff members are prohibited at all times from engaging in misdeeds which may lose them the respect and appreciation of the students, parents/guardians of students, and the people of the community.

All employees and contracted vendors of the District are expected to demonstrate positive relationships by:

- Communicating with students in a way that fosters the development of a positive self-image.
- Giving students positive feedback in a variety of ways.
- Modeling and reinforcing positive techniques that enhance self-esteem and achievement.
- Maintaining empathy with and respect for all students.
- Maintaining confidentiality with regard to student information.
- Utilizing problem-solving techniques in correcting and changing student behavior.
- Encouraging students to study varying points of view and respecting each individual student's right to form independent judgments.
- Conducting conferences with or concerning students in an appropriate place and manner.
- Exercising good judgment in dealings with students, parents, other staff, and the public.
- Displaying moral and ethical behavior. A sexual or romantic relationship between an employee and a student is not permissible under any circumstances in that it interferes with the educational process and involves elements of coercion by reason of the relative status of an employee to a student and of coercion by reason of the relative status of an adult to a child. A sexual or romantic relationship between an employee and a minor child is not permissible under any circumstances in that it may involve elements of coercion by reason of the relative status of an adult and a child.

- Not sending a student on errands off-school premises during school hours. Students shall not be sent on personal errands of any kind, nor be required to do any service not connected with their duties in the school.
- Not inculcating students with their own political or religious beliefs.

Further, the use of ridicule, insults, sarcasm, cynicism, sustained or repeated yelling, profanity, belittling or intimidating students, and other offensive or inappropriate statements or conduct will not be tolerated from staff.

LEGAL REF.: Sections 103.14 Wisconsin Statutes
118.001
120.13(1)
120.44
948.095

CROSS REF.: 110, District Mission and Beliefs
347-Rule, Guidelines for the Maintenance and Confidentiality of
Student Records
381-Rule, Guidelines for Dealing with Controversial Issues
454, Child Abuse/Neglect Reporting
458, Wellness
512, Employee Harassment and Bullying
720, School Safety
Current Employee Agreements

APPROVED IN PART: March 27, 1995

REVISED: August 26, 1996
January 28, 2008

GREEN BAY AREA SCHOOL DISTRICT
Board Policy Manual

522.6-Rule

STAFF-STUDENT AND STAFF-MINOR CHILD RELATIONS

A. District Students as Employees

1. For the purposes of this policy, district students employed by the District, i.e., student co-op secretaries, and those employed through our Youth Apprenticeship Program, shall be considered as students and not as staff.

B. Age of Majority

1. Staff members who have not yet reached the Age of Majority are held to the same expectations as other staff members who have reached the Age of Majority with regard to students of this district. Staff members who have not yet reached the Age of Majority themselves are not held to the same expectations as other staff members who have reached the Age of Majority with regard to students in other districts or to non-student minor children. (See Context of a Relationship)

C. Context of a Relationship

1. A relationship that may be called into question will be investigated and an evaluation of appropriateness of that relationship will be made based upon the context in which the relationship exists.

APPROVED: January 28, 2008