

# Fond du Lac School District

72 W. Ninth St. • Fond du Lac, WI 54935  
(920) 929-2900

December 21, 2022

## Separation Agreement and General Release

This Separation Agreement and Release (hereinafter "Agreement") is entered into between Tamara Chase (hereinafter "Employee"), and the Fond du Lac School District (hereinafter "District or Employer").

WHEREAS, Employee and the District have reached a compromise resolution intended to fully, finally, and to the greatest extent allowed by law, resolve any and all claims and/or disputes arising out of Employee's employment or the end of that employment in an amicable manner.

1. Voluntary resignation. The Employee voluntarily resigns from her employment with the District. Said resignation will become effective at the conclusion of the first semester of the 2022-2023 school year on or about January 20, 2023. Employee shall complete the Resignation Form provided by the District (Exhibit "A" – resignation Form). The Employee's personnel record will reflect a voluntary resignation as of the date specified above. The employee will continue on a paid leave of absence until such date.

2. Consideration. In consideration for signing this Agreement, and complying with all of its terms, Employer agrees to pay Employee the gross total amount of Forty Eight Thousand Six Hundred Eighty Two and Fifty Cents (\$48,682.50) *less ordinary tax withholding and all required deductions*. This amount is intended to be approximately 12 pay periods. This amount reflects the continuation of Employee's 2022-2023 pay through the duration of her 2022-2023 school year contract. Employee will receive the payments consistent with the District's regular payroll schedule. Employee agrees and understands she will not work for another school district between the execution of this Agreement and receipt of her last payment under this Agreement.

3. Additional Benefits and Payments. In addition to the Consideration discussed in paragraph 2:

A. The Board of Education will pay 50% of the total Wisconsin Retirement System (WRS) established by the Department of Employee Trust Funds required of all employees in the WRS as of Employee's effective resignation date stated above as outlined in Section R: Insurance/Benefits, 6. Wisconsin Retirement System (WRS) Payments, page 13 of the Professional Teacher Employee Handbook.

B. Employee shall receive her continued Health and Dental Benefits per the Fond du Lac Employee Handbook until August 31, 2023.

C. Employee shall receive a sick leave payout of \$3,900 (99 available days minus 60 days times \$100) to be made in the time frame of 2022-2023 retirees.

4. Satisfaction of Benefits. Employee acknowledges and agrees that aside from the benefits set forth in this Agreement, there are no other amounts, obligations or additional benefits due to the Employee by the District.

5. General Release, Claims Not Released and Related Provisions.

A. General Release of All Claims. Employee knowingly and voluntarily releases and forever discharges the Board of Education, and the Fond du Lac School District along with its insurers,

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co-employers, professional employer organizations, successors and assigns, current and former employees, attorneys, officers, directors and agents both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "Released Parties"), of and from any and all claims, known and unknown, asserted or unasserted, which the Employee has or may have against the Released Parties as of the date of execution of this Agreement.

B. Claims Not Released. Employee is not waiving any rights she may have to pursue claims which by law cannot be waived by signing this Agreement or to enforce this Agreement and/or challenge the validity of this Agreement.

C. Governmental Agencies. Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board or a similar agency enforcing federal, state or local anti-discrimination laws, to the extent that such right to file is not subject to waiver. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made to such an anti-discrimination agency, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

## 6. Acknowledgments and Affirmations.

A. Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer.

B. Employee also affirms that Employee has reported all hours worked as of the date Employee signs this Agreement and has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date Employee signs this Agreement.

C. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws.

D. Employee further affirms that Employee has not been retaliated against for reporting any allegations of wrongdoing by Employer its officers, managers, supervisors, or agents including any allegations of corporate fraud.

E. Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin, or any other classification protected by law.

7. Non-Disparagement. Employee agrees that she will not defame or disparage Employer, its supervisors or managers, or its Released Parties. Likewise, Employer agrees they will not defame or disparage Employee. For purposes of this paragraph, "disparage" shall mean making any negative written or verbal statement that could reasonably be expected to negatively affect the personal or professional reputation of an individual or entity.

8. Confidentiality. Except as required by law, the parties agree that they will keep the terms, and facts of this Agreement completely confidential and, except as provided in this section, that they will not disclose any

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information concerning this Agreement to anyone except immediate family members, tax advisors or accountants, legal counsel, union representatives and such other persons as are necessary to carry out the Agreement, and provided that any such persons agree to keep this information confidential.

9. No Precedent Setting. The District and the Employee agree this Agreement is established on a non-precedent setting basis.

10. Successors. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, Employee, Employer, and their respective heirs, beneficiaries, insurers, administrators, representatives, executors, successors and assignees.

11. Governing Law and Interpretation. This Agreement shall be governed and conformed in accordance with the laws of the State of Wisconsin. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. This Agreement is the product of joint drafting and negotiation between the Parties. Accordingly, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

12. Non-admission of Wrongdoing. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Employee or the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

13. Return of Property. Employee agrees to return to the District all of the District's property in her possession, including, but not limited to, any keys, fobs, IDs, laptop and electronic equipment prior to her last day of employment. Employee further agrees to provide all codes, passwords, usernames, or other identification or information necessary to access any of the District's computer files, email account, voicemail systems, curricular material (including but not limited to Google classroom) and other systems and accounts belonging to the District. Employee agrees not to delete any material or records relating to student instruction. Employee will be able to gather her belongings at a mutually agreed upon time, with the building administration present.

14. Amendment. This Agreement may not be modified, altered, or changed except in a writing that is hand-signed by both Parties wherein specific reference is made to this Agreement.

15. Miscellaneous. This Agreement may be executed in counterparts, which may be exchanged by mail, courier, facsimile, email, or other electronic form of transmission. When each party has signed and delivered at least one such counterpart, each shall be deemed an original, and, when taken together with signed counterparts, shall constitute one Agreement.

16. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

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**17. Revocation.** Employee may revoke this Agreement for a period of seven (7) calendar days following the day employee signs this Agreement. Any revocation within this period must be submitted, in writing, to Dean Nemoir and state, "I hereby revoke my acceptance of our Agreement." The revocation must be received by seven calendar days after employee signs this Agreement. Employee understands and agrees that, should Employee exercise this right of revocation, she will not be entitled to any payment, benefits, or other consideration under this agreement.

Employee is advised that she has up to twenty-one (21) calendar days to consider this agreement. Employee is also advised to consult an attorney prior to signing this Agreement. Employee agrees that any modifications, material or otherwise, made to this agreement, do not restart or affect in any manner the original up to twenty-one (21) calendar day consideration period.

**Employee freely and knowingly, and after due consideration, enters into this agreement intending to waive, settle and release all claims employee has or might have against the released parties.**

Tamara Chase

Signature

Date

1/11/2023

FOND DU LAC SCHOOL DISTRICT

Dean Nemoir

Director of Human Resources

Date

1/11/2023

The Parties voluntarily sign this Agreement as of the date above.



*The mission of the Fond du Lac School District, in partnership with the family and the community, is to promote high achievement and foster the continuous growth of the whole child, so that each becomes a creative, contributing citizen in a global society by providing personalized learning opportunities in a safe, nurturing environment.*

FOND DU LAC SCHOOL DISTRICT

# Fond du Lac School District

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**To:** Tammy Chase, FHS Teacher  
**From:** Stacey Buchholz, Director of Human Resources  
**Date:** June 7, 2022  
**RE:** Summary of Meeting Leading to Improvement Plan

As discussed on May 23, 2022, we met regarding a comment made to your students that implied teaching was not occurring, concerns regarding feedback for students and grades being entered in a timely manner, and the missed deadlines with your own professional growth through the Effective Educator process. As a result, you will be involved in an Improvement Plan for the 2022- 2023 school year.

As summarized in our meeting, the three areas of improvement will be: instruction and active engagement with students, timely feedback and reporting, and professional responsibilities with your own professional growth as demonstrated through the Effective Educator process. The Improvement Plan will be written, with your input, before the end of the 2021-22 school year.

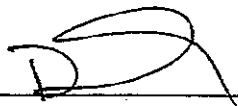
The expectation is that you meet each component of the Improvement Plan with measurable results by March 2023 so that we can inform you of the District's intention for renewal or non renewal for future employment at or around that time.

If you have a need for further assistance, please access the District's Employee Assistance Program at 920-924-0614.

By signing this document, you acknowledge that you have read and understand the expectations set forth for your employment with the Fond du Lac School District.

  
\_\_\_\_\_  
Employee Signature

6/29/2022  
Date

  
\_\_\_\_\_  
Principal Signature

6/29/22  
Date

  
\_\_\_\_\_  
Director of Human Resources Signature

6/30/22  
Date

# Fond du Lac School District

72 W. Ninth St. • Fond du Lac, WI 54935  
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December 12, 2022

Tamara Chase



Ms. Chase:

Effective immediately, you are being placed on non-disciplinary paid administrative leave pending an investigation into possible misconduct. This leave is non-disciplinary in nature, and you will remain in paid status. Please note that you are not to take any steps that would constitute interference with the upcoming investigation. During this administrative leave, you are to remain available via phone during your normal working hours. The phone number we have on file for you is (920) 948-5766—please inform Human Resources immediately if a different number applies. Also, you may be asked to come to the school or district offices on short notice during your administrative leave to meet with the investigator. During this administrative leave, you are not to report to the worksite unless you have received prior authorization from the superintendent, from your supervisor, or from me.

I know that this can be a difficult time, and I encourage you to contact the Fond du Lac Employee Assistance Program at (920) 924-0614. If you have any questions about this matter, please contact me, Director of Human Resources Dean Nemoir, at (920) 906-6441 or [nemoird@fonddulac.k12.wi.us](mailto:nemoird@fonddulac.k12.wi.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Nemoir".

Dean Nemoir  
Director of Human Resources  
Fond du Lac School District



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FOND DU LAC SCHOOL DISTRICT



Shapiro, Eileen <shapiro@fonddulac.k12.wi.us>

## 2 Days Docked Pay

3 messages

Nemoir, Dean <nemoird@fonddulac.k12.wi.us>

Thu, Dec 22, 2022 at 10:49 AM

To: Tammy Chase <chaset@fonddulac.k12.wi.us>

Cc: Teri Angle <anglet@fonddulac.k12.wi.us>, Jean Mowbray <mowbrayj@fonddulac.k12.wi.us>, Eileen Shapiro <shapiro@fonddulac.k12.wi.us>, Marisa Lombardo <lombardoM@fonddulac.k12.wi.us>

Tammy,

This email is confirming that you will be docked two days of pay for the misuse of sick leave. The two days that were misused were December 8 and 9, 2022.

Payroll: Please dock Tammy Chase two days of pay on her next paycheck.

Dean



**Dean Nemoir**

**Director of Human Resources**

**Fond du Lac School District**

(920) 906-6441 | nemoird@fonddulac.k12.wi.us

72 West 9th Street, Fond du Lac, WI 54935



Shapiro, Eileen <shapiro@fonddulac.k12.wi.us>

Thu, Dec 22, 2022 at 10:57 AM

To: "Nemoir, Dean" <nemoird@fonddulac.k12.wi.us>

Cc: Teri Angle <anglet@fonddulac.k12.wi.us>, Jean Mowbray <mowbrayj@fonddulac.k12.wi.us>, Marisa Lombardo <lombardoM@fonddulac.k12.wi.us>

Teri,

Do you want me to add two days to the sheet I give you?

Eileen

[Quoted text hidden]

Angle, Teri <anglet@fonddulac.k12.wi.us>

Thu, Dec 22, 2022 at 12:33 PM

To: "Shapiro, Eileen" <shapiro@fonddulac.k12.wi.us>

Yes Eileen, that would be great!

Thank you!

Teri

[Quoted text hidden]

Teri Angle

Payroll Specialist

Fond du Lac School District

72 W. Ninth Street

Fond du Lac, WI 54923

(920) 906-6545

Fax: (920) 929-3792

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1. The purpose of today's meeting is to let you know the outcome of our investigation.
  2. Based on your response at the meeting, we conducted some follow-up.
  3. We did find that you did send lesson plans.
  4. We found that you purposely falsified the use of sick leave.
    - a. You openly admitted to planning your trip for 5 days, knowing you only had 3 personal days
    - b. You openly admitted to not following the procedures of requesting 2 unpaid days through Dr. Fleig, because you assumed they would be denied
    - c. Therefore you just put in for two sick days knowing this was wrong.
  5. You are currently on a PIP.
    - a. You have not shown any indication that you are taking this PIP seriously
    - b. Until this time you have been off, you have not completed your forms in Professional Growth, which was a major concern
    - c. Your assessment and grading have been a concern at the school as well and is part of your PIP. There are still major concerns in these areas this year and administrators have met with you about this
    - d. Last year numerous students reported to administration that you told them that if Ms. Garcia came in that you were going to pretend to teach and they should go along with it. I understand that you denied this, but it was something that numerous students said happened.
  6. As a district we have major concerns about your work performance (as indicated by the lack of progress of the PIP) and your misconduct (misuse of sick leave).
  7. Based on this information we are going to give you two options:
    - a. You may go back to work and continue on with the PIP
      - i. I will say that we are more than halfway through the timeline for the PIP and you have shown no improvement. If we had to make our decisions right now on nonrenewal, we for sure would not renew your contract (we will make our decision no later than mid March, which only gives you 2.5 months)
      - ii. You would need to show drastic improvement over next 2.5 months or we will recommend nonrenewal
    - b. We would be willing to enter into a separation agreement with you, instead of possibly having a nonrenewal on your employment record.
- chrissypie.com chrissypie.com chrissypie.com

- c. In this agreement you would agree:
- i. To resign effective the date of the signed agreement
  - ii. The district would agree to continue paying you your salary for the remainder of the 22-23 school year.
  - iii. The district would agree to continue paying 50% of the total Wisconsin Retirement System benefit for the remainder of the 22-23 school year.
  - iv. You will receive your continued Health and Dental Benefits through January 31, 2023.
8. What questions do you have?
9. Do you have a personal email address I could send you an electronic copy of the separation agreement?

Tammy noted that she has worked really hard on the parts of the PIP that were for the classroom and that Dave Michalkiewicz noted that he had heard that she was doing great during their rounding meeting. She admits that she did not complete the parts about Frontline.

She also noted that the improvement agreement states that she will meet weekly with Alex Garcia - they have not met once, nor have any meetings been scheduled. She felt that if those meetings were happening, the Frontline issue would have been brought up much earlier.

She also stated that when they first met about the improvement plan she had asked how her improvement would be measured. Alex and Dave told her not to worry about it. She feels it is very subjective and there is a lot of gray area, and that their perceptions are very different, especially considering what Dave told her.

Dean let her know that she had 21 days to make a decision on the agreement, and she can take less time. That will decide when she returns to work if she decides to do so.

If she decides to return, conversation needs to happen regarding the improvement plan and how it will progress on the part of both the administration and Tammy.