

Fond du Lac School District
Office of Human Resources

MEMORANDUM

TO: Glen McBride, Business Education Teacher

FROM: Stacey Buchholz, Director of Human Resources

DATE: December 20, 2021


RE: Paid Administrative Leave for Investigation into Allegations of Conduct in Violation for Board Policy

This memo is to confirm that you are on paid administrative leave effective December 21, 2021, through the duration of our investigation. While on paid administrative leave your insurance and benefits will continue according to your current enrollment in these benefits. The purpose of the leave will be to permit the District to conduct and conclude its own investigation regarding the accusations reported, and to determine whether these allegations have an impact upon your employment as a staff member in the Fond du Lac School District. We will continue to expect your full and candid cooperation during this investigation.

By signing this document, you acknowledge that you have read the memo and understand you are not to have contact with any students at Fond du Lac High School while you are on administrative leave. Additionally, you are not permitted to be in Fond du Lac High School while on leave without prior permission from Stacey Buchholz, Director of Human Resources. I have included information on the Employee Assistance program should you choose to access it.


Employee Signature

12/20/21
Date


Principal Signature

12-20-21
Date


Director of Human Resources Signature

12/20/21
Date

Cc: Personnel File

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Separation Agreement and General Release

This Separation Agreement and Release (hereinafter "Agreement") is entered into between Glen McBride (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 Retirement. The Employee voluntarily retires from his employment with the District. Said retirement will be effective June 9, 2022 (Exhibit "A" – Retirement Form). The Employee's personnel record will reflect a voluntary retirement as of the date specified above.

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 Fifty One Thousand and Thirty One Dollars and Sixty Five Cents (\$51,031.65) *less ordinary tax withholding and all required deductions*. This amount is intended to be approximately 14 pay periods. This amount reflects the continuation of Employee's 2021-2022 pay through the duration of his 2021-2022 school year contract commencing on the last pay period of the school year on June 17, 2022. Employee will receive the payments consistent with the District's regular payroll schedule. Employee agrees and understands he will not work in a school setting and will not work during regular school hours between the execution of this Agreement and receipt of his 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 retirement date of June 9, 2022 as outlined in Section R. Insurance/Benefits, 6. Wisconsin Retirement System (WRS) Payments, page 13 of the Professional Teacher Employee Handbook;
- B. Employee will be eligible to receive the Sum Certain amount of \$56,000 in January 2023 as outlined in Section I. Retirement, 1. Insurance Benefits; Tier III, page 7 of the Professional Teacher Employee Handbook.
- C. Employee will receive the 25 Year Milestone Supplemental Longevity Stipend of \$2,500.00 in June 2022 per the attached 2021-2022 Compensation Plan.
- D. Employee shall receive Health and Dental Benefits per the Fond du Lac Employee Handbook until August 31, 2022.
- E. Retiree Sick Leave Payout - Following the attached eligibility standards, Employer agrees to pay Employee the gross total amount of Eight Thousand Dollars and Zero Cents (\$8,000.00) *less ordinary tax withholding and all required deductions*. Employee

agrees and understands this payout does not count toward WRS recognized income when calculating the three (3) highest paid years of service.

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, 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 he 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.

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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 he will not defame or disparage Employer, its supervisors or managers, or its Released Parties. 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 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.

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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 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 his possession, including, but not limited to, any keys, fobs, IDs, laptop and electronic equipment prior to his 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 his 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.

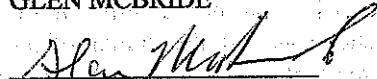
16. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee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

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 Stacey Buchholz 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, he will not be entitled to any payment, benefits, or other consideration under this

Employee is advised that he 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.

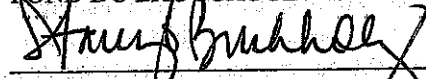
Employee freely and knowingly, and after due consideration, enters into this agreement intending to waive, settle and release all claims employee has or might have against the released parties.

GLEN MCBRIDE


Signature

2-2-22
Date

FOND DU LAC SCHOOL DISTRICT


By:

2-2-22
Date

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

Fond du Lac School District

72 W. Ninth St. • Fond du Lac, WI 54935
Phone: (920) 906-6501 • Fax: (920) 929-6804

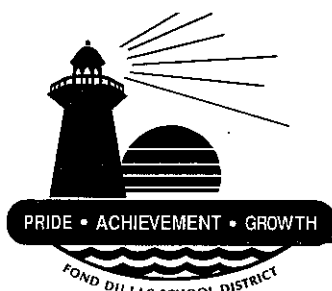
To: Glen McBride, Fond du Lac High School - Teacher
From: Stacey Buchholz, Director of Human Resources
Date: December 8, 2021
RE: Conference Summary for poor judgment with regard to COVID related safety.

Stacey Buchholz
Director of Human Resources

We met on December 2, regarding concerns of your poor judgment. Present at the meeting were you, Mr. Gerlach (Director of Business), and myself. It came to our attention that you came into school after knowing you had tested positive for COVID. Although you felt as if coming to school would not be an issue, being present in one of our buildings is in direct violation to the rule of staying in isolation for 10 days upon the start of symptoms, once a positive COVID test is received. In addition, in each of our communications regarding COVID protocols for the past 16 months, the first step provided has been to reach out to Erin Brendelson and Stacey Buchholz at the first sign of COVID symptoms and if ever seeking a COVID test. Both Erin and I can be reached via email and our personal cell phone numbers have been shared for easy access after hours. You stated you had symptoms as early as November 20, but did not reach out to Erin Brendelson until November 29. It was also pointed out that the school you work in is one of the eight buildings that offers onsite COVID testing meaning that you could have reached out to Erin Brendelson, registered for an onsite test as early as November 20.

Our COVID protocols are outlined on our COVID sites page, in our Professional Staff Teacher Handbook Addendum, and in our past monthly editions of the Focus on Fondy. The expectation is that you will follow all COVID protocols set forth by the Fond du Lac School District. Any further instances of violations to our COVID mitigation of spread strategies could result in disciplinary action.

A copy of this Conference Summary will be placed in your personnel file.



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.

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