

LAST CHANCE AGREEMENT

This Agreement is entered into on the 28 day of February, 2013, by and between the Norton City School District Board of Education ("Board"), the Ohio Association of Public School Employees Local #167 ("Association"), and Misty Kazy ("Employee").

WHEREAS, Employee is employed by the Board as an Educational Assistant; and

WHEREAS, for the education, safety, and well-being of its special education students, the Board has a vital interest in ensuring that Educational Assistants, as with all staff members, follow the standards provided in a special education student's Individualized Education Plan ("IEP"); and

WHEREAS, the Board finds that on February 13, 2013, Employee neglected her duty by not following a standard within a particular special education student's IEP requiring Employee to ride the school bus home with that student.

NOW, THEREFORE, THE PARTIES AGREE:

Section 1. Employee shall adhere to all applicable standards delineated in the IEPs of every special education student to whom she is assigned to provide educational assistance as an employee of the Board. Employee agrees to follow the "work rules" necessary to fulfill this duty, which are attached as Exhibit A, and made a part of this Agreement by reference.

Section 2. During the work day, Employee shall conduct herself in a professional manner, maintain a professional appearance, follow standardized time keeping procedures, and remain on school grounds while entrusted with the care and supervision of students. Employee agrees to follow the "work rules" necessary to fulfill these duties, which are attached as Exhibit A, and made a part of this Agreement by reference.

Section 3. If Employee fails to meet the expectations outlined in Section 1 and Section 2 above, as supplemented by the attachment of Exhibit A, which is made a part of this Agreement by reference, the Board shall have sufficient grounds to terminate Employee. Employee and the Association expressly waive the right to file, and covenant not to file, any grievance under the terms of the Negotiated Agreement between the Board and the Association, or any other complaint or proceeding related to termination, including but not limited to the Americans With Disabilities Act, and/or Section 504 of the Rehabilitation Act, and the right to file charges or complaints with the Ohio Civil Rights Commission, the U.S. Equal Employment

Opportunity Commission, or any other state/federal agency. Furthermore, Employee expressly waives all rights under Article 25 of the Negotiated Agreement.

Section 4. The terms of this Agreement supersede any inconsistent or conflicting provisions of the Negotiated Agreement between the Board and the Association.

Section 5. This Agreement is executed by the Association to reflect that the Association is in agreement with Employee's continued employment under the terms of this Agreement, and to acknowledge that the Board may enforce the terms of this Agreement notwithstanding any inconsistent or conflicting provisions of the Negotiated Agreement.

Section 6. This Agreement does not establish a precedent for either the Board or the Association in any future employment matters.

Section 7. The parties acknowledge that they have thoroughly reviewed this Agreement; that they have had the opportunity to consult with legal counsel; and that they executed this Agreement voluntarily and of their own free will and with full knowledge of its contents and that their signature below was not in any way coerced by any party or the representative of any party.

IN WITNESS WHEREOF, the parties have entered into this Last Chance Agreement on the date first set forth above.

**Norton City School District
Board of Education:**

By: _____
Board President

By: _____
Treasurer

By: _____
Superintendent

**Ohio Association of Public School
Employees Local #167:**

By: Ronald V Romich
Association President

Misty Kazy 2-28-13
Misty Kazy