



NORTON CITY SCHOOLS

4128 CLEVELAND-MASSILLON RD. NORTON, OHIO 44203-5697

PHONE 330-825-0863

FAX 330-825-0929

LAST CHANCE AGREEMENT

This Last Chance Agreement ("Agreement") is entered into on the 15 day of March, 2018, by and between Jenise Marsek ("Employee"), the OAPSE Local #167 ("Association"), and the Norton City School District ("District") Board of Education ("Board").

NOW, THEREFORE, the parties hereto, in consideration of and for the mutual promises and covenants contained herein, agree as follows:

1. Employee shall be suspended from employment, without pay, for twenty (20) school days, beginning on February 15, 2018, through March 15, 2018. The reason for the suspension without pay is based on (a) the Employee's insubordination in failing to follow the directive set forth in Mr. Carmany's February 5, 2018 regarding compliance with Article 21(N)(3) regarding the reporting of absences, and (b) not providing adequate supervision for your student, and permitting the student you supervise to engage in activities which could result in harm to the child or other persons.
2. Employee shall comply with the requirements of an Improvement Plan drafted by the District's Administration. The Improvement Plan shall address, at a minimum, the following nonexclusive list of areas where Employee's performance has been deficient:
 - a. See Attachment A.
3. The District's Administration shall review the Improvement Plan attached hereto as Exhibit A with Employee and the Association President on March 16, 2018 at the offices of the Board.
4. In the event that Employee fails to comply with the provisions of the Improvement Plan, or otherwise engages in further misconduct, from the date of this Agreement through March 15, 2020, the Employee shall be immediately subject to the following termination procedures:
 - a. The Superintendent and/or his designee shall investigate the Employee's failure to comply with the requirements set forth in this Agreement.
 - b. The Employee shall have the right to a pre-termination meeting as required by Cleveland Bd. of Educ. v Loudermill. At such meeting, the

BOARD OF EDUCATION

Jennifer BennettPresident
 Patrick Santelli Vice President
 Christopher InksMember
 Louis UleMember
 Cindy WebelMember

ADMINISTRATION

Dana AddisSuperintendent
 Stephanie Hagenbush Treasurer
 Jake Carmany Business Manager
 Amy Olivieri Dir. Curriculum/Testing
 Eric MorrisDir. Student Services
 Principal, Primary Elementary
 Laura DankoEMIS Coordinator
 Angie WaglerTechnology Coord.

SCHOOLS

Norton High School 825-7300
 Norton Middle School 825-5607
 Norton Elementary School..... 825-3828
 Norton Primary 825-5133





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Employee's failure to comply with the requirements set forth in this Agreement shall be discussed.

- c. If the Superintendent determines, in his sole discretion, that no reasonable extenuating circumstances led to the Employee's failure to comply with the requirements set forth in in this Agreement, the Employee shall be immediately terminated, simply by notifying her of such action in writing.
 - d. The decision of the Superintendent to terminate the Employee shall not be appealed or otherwise challenged in any court, tribunal, or administrative proceeding.
 - e. This termination procedure shall be used in lieu of the termination procedure set forth in O.R.C. §3319.081 or the Negotiated Agreement between the Board and the Association. The Employee expressly waives the right to any termination procedure beyond that described herein.
5. The Employee hereby expressly and irrevocably waives any and all appeal and other rights that she may have under any federal or state law, including, but not limited to O.R.C. §3319.081, O.R.C. Chapter 2506, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and/or any other applicable law, and the right to file charges or complaints with the Ohio Civil Rights Commission, the U.S. Equal Employment Opportunity Commission, and/or the State Employment Relations Board, pertaining to the Board's termination of the Employee pursuant to this Agreement. Furthermore, Employee expressly waives all rights under Article 25 of the Negotiated Agreement.
 6. The terms of this Agreement supersede any inconsistent or conflicting provisions of the Negotiated Agreement between the Board and the Association. This Agreement constitutes the entire agreement between the parties, and the terms of this Agreement are contractual and not a mere recital. This Agreement may be amended only by written agreement signed by all of the parties. This Agreement does not establish a precedent for either the Board or the Association in any future employment matters.
 7. The parties reserve the right to seek enforcement of this Agreement in any court of competent jurisdiction in accordance with applicable laws.
 8. 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





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coerced by any party or the representative of any party. Employee agrees that he has been fairly represented by the Association.

- 9. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

Norton City School District
Board of Education:

OAPSE Local #167

By: _____
Board President

By: Janet Weber
Association President

By: _____
Treasurer

By: Jenise Marsek
Employee: Jenise Marsek

By: [Signature]
Superintendent





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Attachment A: Expectations of duties

1. Familiarity with learning styles and ability to adapt instruction as needed. Including using strategies such as providing choices, choice of location, give directive and walk away, offer sensory break, provide assistance when needed, etc.
2. Escort child/children inside and outside of schools as needed. For example, on/off the bus, to the office, ect. The aide should remain by the students' side at all times to avoid dangerous behavior.
3. Interact with handicapped and non-handicapped child/children as directed by teacher or Principal. Follow all instructions provided by the classroom teacher or principal.
4. Assist with individual and small/large group interaction and supervision. The aide should be actively involved in the classroom activities or monitoring students.
5. Assist with implementing classroom projects and activities.
6. Ability to assume academic instruction as directed by the teacher.
7. Assist with routine classroom housekeeping, anecdotal records, charting of behavior.
8. Perform such tasks and assume such other responsibilities as the teacher/Principal may assign.
9. Assist with operation and care of instructional equipment used in class.
10. Administer any medical needs as directed by the classroom teacher or Principal.
11. Attain/maintain personal health exams and vaccines.
12. Assist and perform personal hygiene, feeding, and bathroom assistance on an as needed basis.
13. Perform such other duties as assigned by the Building Principal/Director of Student Services/Business Manager.

Additional Strategies

- A. Give direction clearly and with the least amount of words necessary. Give student 2 minutes to comply with directions. If student has not begun task, give direction again. If student still does not comply, let teacher know and he/she will give you direction.
- B. When teacher gives direction to student or is interacting with student, aide needs to remain silent. Too many people talking can be overwhelming for student.
- C. Whenever possible, give student choice of task. Allow him/her to pick which task he/she wants to start.

