

LAST CHANCE AGREEMENT

This Last Chance Agreement ("Agreement") is between the Pioneer Career & Technology Center Board of Education (the "Board"), the Education Association of Pioneer ("Association") and Nicole Gregory ("Employee").

Employee acknowledges that this Agreement constitutes a "last chance" to remain in employment with the Board following issues related to the lapse of her cosmetology license. Employee acknowledges that she has read and understands the contents of this Agreement, and wishes to enter into this Agreement knowingly and voluntarily.

In consideration of the Board's Agreement not to terminate the Employee's employment at this time, the parties agree that:

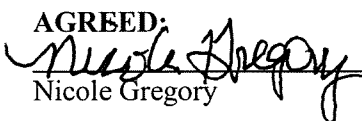
1. Employee shall:
 - a. reimburse the Board, within thirty (30) days of notice, for any fine or penalty issued in relation to the Employee's licensure lapse
 - b. fully cooperate in the implementation of any corrective action required in relation to the Employee's licensure lapse
 - c. maintain, at all times, licensure with the Ohio Department of Education and the Ohio State Cosmetology and Barber Board
 - d. abide by all Board policies and procedures, including but not limited to licensure requirements
 - e. not engage in any form of misconduct;
 - f. abide by all federal, state, and local laws and regulations;
 - g. abide by the Licensure Code of Professional Conduct for Ohio Educators.
2. **Violation of Agreement:** If at any point the Board or its Administration believes that Employee has failed to comply with any requirement of this Agreement, the Superintendent shall provide Employee with written notice to that effect. The Employee shall meet with the Superintendent and discuss the Superintendent's concerns. In the Superintendent's discretion, if the Superintendent finds that the Employee has failed to comply with any requirement of this Agreement, the Superintendent shall have the option of requesting Employee's resignation from employment. If Employee refuses to resign, the Board may release her from employment.
3. **Waiver of Rights:** The resignation or release of Employee pursuant to this Agreement shall not be subject to appeal in any other forum, including any hearing or procedures under Board Policy or Ohio Revised Code, or any other provisions or law, all of which rights are hereby waived by the Employee.
4. **No Limits on Discretion of Board/Administration:** If Employee would engage in a violation of this Agreement or misconduct after execution of this Agreement, nothing in this Agreement prevents the Board or its administration from taking normal disciplinary

action against Employee, rather than invoking the provisions of resignation/release from employment of this Agreement. (The Board or administration has the discretion not to call for Employee's resignation or release from employment.) If the Board or its administrators choose not to require Employee's resignation, when they could have done so, that decision does not limit the discretion of the Board or administration to invoke the resignation or release provisions of this Agreement on any later instance of misconduct or violation of this Agreement -- even if the misconduct is similar. (A decision not to invoke the resignation provisions does not waive the Board's right to invoke resignation of this Agreement for another instance of misconduct or violation of the Agreement.)

5. **Waiver and Release of Claims:** Employee, on her own behalf and on behalf of her heirs and representatives, hereby waives any and all legal claims, and releases the Board and each of its individual members, employees, and agents from any and all legal claims of any nature whatsoever, whether known or unknown, arising from or in any way related to Employee's employment with the Board, specifically including, but not limited to, this Last Chance Agreement.
6. **No Challenge to Agreement:** Employee agrees that she will not attempt to challenge in any forum whatsoever of this Agreement, any term of this Agreement, or her resignation or release from employment pursuant to this Agreement.
7. **Amendment of Agreement:** This Agreement may not be amended other than by a written amendment signed by both parties. This Agreement constitutes the entire Agreement with respect to this matter.
8. **Duration of Agreement:** This Agreement shall remain in effect through, and shall remain in the Employee's personnel file for, the duration of employment.

The undersigned parties have read and understand the binding effect of this Agreement. Employee acknowledges that she is executing this Agreement voluntarily and of her own free will and that he is giving up certain rights to privacy, due process, and legal rights to termination proceedings by signing this Agreement. Employee further acknowledges that he has read and understands this Agreement, and that he has had the opportunity to discuss this Agreement with an attorney prior to its execution. This Agreement shall be effective upon execution by both parties and approval/affirmation by the Board.

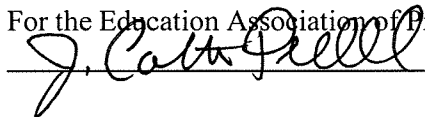
AGREED:



Nicole Gregory

2/24/22
Date

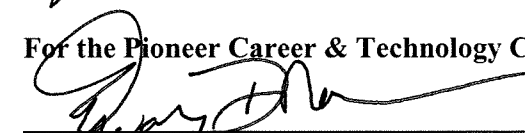
For the Education Association of Pioneer



J. Cath. Pirelli

2/24/2022
Date

For the Pioneer Career & Technology Center Board of Education:



Greg Nickoli, Superintendent

2/24/2022
Date