

GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO

RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
December 3, 2018

The Board of Education of the Garfield Heights City School District met special session on Monday, December 3, 2018 at the Garfield Heights High School, 5640 Briarcliff Dr. Garfield Heights, Ohio 44125 at 12:00 p.m. with Mr. Gary Wolske, President of the Board, presiding.

ROLL CALL

Present: Mr. Wolske, Mrs. Kitson, Mrs. Chamberlin, Mr. Dobies, Mr. Juby
Absent:

RECOMMEND ADOPTION OF AGENDA AS PRESENTED

Moved by Mr. Dobies, seconded by Mr. Juby to approve the agenda as adopted.

Ayes: Dobies, Juby, Chamberlin, Kitson, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the following, a Resolution approving final tentative agreement with the Garfield Heights Teacher's Association:

Resolution No. 2018-28

WHEREAS, the representatives of the Board of Education and the Garfield Heights Teachers Association ("GHTA") engaged in substantive and meaningful discussion concerning the financial future of the District and the future terms and conditions of employment for the bargaining unit represented by the GHTA; and

WHEREAS, the Board and GHTA are the parties to a collective bargaining agreement that expired on June 30, 2018; and

WHEREAS, the Board and GHTA representatives reached a final tentative agreement dated November 16, 2018, for a two-year agreement ("final tentative agreement"), attached as Exhibit A and incorporated herein; and

WHEREAS, the Board is informed that the membership of the GHTA ratified the terms of the final tentative agreement on or about November 28, 2018.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education of the Garfield Heights City Schools, County of Cuyahoga, State of Ohio, that:

Section 1: The final tentative agreement reached by the representatives of the Board and GHTA dated November 16, 2018, (attached under Exhibit A) is incorporated herein and approved and shall be implemented in accordance with its terms.

Section 2: The Superintendent and Treasurer are authorized to cause the successor labor contract to be prepared for execution by the parties to reflect the terms of the final tentative agreement and are authorized to take those steps necessary to implement the terms of the approved final tentative agreement.

Section 3: It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were in meetings in compliance with all legal requirements, including R.C. §121.22. requirements, including R.C. §121.22.

Ayes, Juby, Chamberlin, Dobies, Wolske
Nays: Kitson

ANNOUNCEMENT OF NEXT BOARD MEETINGS


Board of Education Regular Meeting – 6:00 p.m.
December 17, 2018
Board of Education Offices
5640 Briarcliff Dr.
Garfield Heights, OH 44125

Moved by Mr. Juby, seconded by Mrs. Kitson to adjourn at 12:25 p.m.

Ayes: Juby, Kitson, Chamberlin, Dobies, Wolske
Nays: None



President



Treasurer

IT IS SO AGREED:

FOR THE BOARD

FOR THE ASSOCIATION

Garfield Heights City Schools – GHTA Negotiations:
Final Tentative Agreement
November 16, 2018

The Garfield Heights City School District and GHTA negotiation teams (the “Parties”) desire to memorialize the final tentative agreement negotiated between the Parties. New language is shown by **underline and bold** and deleted language is shown through ~~strikethrough~~.

The Final Tentative Agreement is as follows:

1. The Parties agree that Article III, Section 3.15 shall be modified as follows:

3.15 Fair Share Fee: **This section is null and void as a matter of law based on the Supreme Court decision in *Janus v. AFSCME, Council 31, 585 U.S. (2018)* and will not be implemented, but is preserved should the law change in future years.**

Maintain remainder of current contract language.

2. The Parties agree that Article III, Section 3.24 shall be modified as follows:

3.24 The Association shall have the privilege of sending official delegates to the OEA, NEA, and NEOEA conventions and/or workshops. All costs should be assumed by the Association. Released time for the purpose of attending conventions and/or workshops held on school days shall be granted solely to official delegates of the Association, OEA, NEA, NEOEA, and shall not exceed ~~six~~ **twelve (6) (12)** school days in the aggregate. The cost of substitute teachers for **the first six (6) days for these delegates will be assumed by the Board. The cost of substitute teachers for the remaining six (6) days will be assumed by the GHTA.**

3. The Parties agree that Article III, Section 3.102(B) will be modified as follows:

3.102

B. The administration will strive to use the following steps of Progressive Discipline:

- Verbal Warning. (It is expected that most cases will be disposed of by verbal warning, without further disciplinary action.)
- Written Warning. **(Written warning shall be expunged from the personnel file after five (5) years, upon written request by the employee, provided no similar incidents have occurred.)**

IT IS SO AGREED:

FOR THE BOARD

FOR THE ASSOCIATION

- Suspension with Pay.
- Suspension without Pay. (No more than five (5) days.)
- Termination. Only the Superintendent may recommend termination to the Board, which may only terminate in accordance with the procedures O.R.C. 3319.16 and 3319.161.

4. The Parties agree that Article III, Section 3.143 and 3.144 shall be modified as follows:

3.143 No teacher is ever required to tolerate an act of gross misconduct, flagrant discourtesy, abusive and vile language, acts of violence, deliberate insubordination and/or repetitious misbehavior by a student. **The Board of Education shall provide support and protection for students and teachers in controlling and disciplining students.**

3.144 When a pupil is sent to the office for disciplinary reasons, the teacher shall communicate in writing the reason for his/her being sent and what action has been taken prior to the referral. **The employee has the right to remove a student who disrupts the academic process in conjunction with the established building procedures. Upon making such removal, the employee should immediately notify the appropriate office of the reason for the removal. As soon as practical after making such a removal, a referral form regarding the incident shall be submitted to the immediate supervisor. A student removed from a classroom shall not be allowed to return to that same employee's classroom until administrative review of the situation. All referrals shall be returned, with administrative comments, to the employee within two (2) work days, unless extenuating circumstances exist. Nothing within this section is intended to diminish or interfere with the discretion of the administrator's decisions regarding student disciplinary matters.**

5. The Parties agree that Article III, new section 3.17 shall be added as follows:

3.17 BUILDING LEVEL LABOR RELATIONS COMMITTEE

The Board of Education of the Garfield Heights City School District and the Garfield Heights Teachers Association believe that students of the District are best served by productive, meaningful, and collaborative labor relations at a building level.

The GHTA building representative and Principal at each school shall establish a labor relations committee. The committee shall be comprised of (a) the GHTA building representative and no more than two (2) other building

IT IS SO AGREED:

FOR THE BOARD

FOR THE ASSOCIATION

certified staff designated by the GHTA building representative (which the GHTA shall ensure are elected in their buildings for three year terms); and (b) the Building Principal and no more than two (2) other administrators designated by the Principal.

The purpose of the committee is to address building level issues that are not contractual in nature and to foster positive working relationships. The committee will meet at minimum, once a quarter, during the school year and at other times as may be set by the committee. The committee is advisory in nature and shall not diminish the authority of the Building Principal.

6. The Parties agree that Article III, shall include the following as a new Section 3.83:

3.83 When a bargaining unit member informs the District Treasurer of his/her intention to drop his/her GHTA membership, the District Treasurer shall provide the name(s) of the bargaining unit member(s) within five (5) days of stopping payroll deduction for the bargaining unit member(s) to the GHTA Treasurer.

7. The Parties agree that Article IV, Section 4.41 shall be modified as follows:

4.4 TIME LIMITS

4.41 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest. All grievances shall be filed no later than one hundred eighty (180) workdays after the grievant knew or reasonably should have known about the facts giving rise to the grievance.

8. The Parties agree that Article IV, Section 4.531 shall be modified as follows:

4.531 If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee during a meeting at which time the specific issues in the grievance shall be discussed. The grievant (or Association) will provide the alleged contractual violation(s), a statement of the grievance, and the remedy sought. Within five (5) days of receipt of the form, the Superintendent or his/her designee shall make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Report Form and signed by both parties.

9. The Parties agree that Article V, Section 5.2 shall be modified as follows:

5.2 In the spirit of collaboration and maintaining open lines of communication between the Board and the Association, there shall be a Labor Relations Committee

IT IS SO AGREED:

FOR THE BOARD

FOR THE ASSOCIATION

comprised of the Superintendent or his/her designee for a total of no more than five (5) administrators and the Association President or his/her designee for a total of no more than five (5) members. The purpose of the Labor Relations Committee is to address District issues that are not contractual matters and have not been initially resolved at the building level. By mutual agreement, the Labor Relations Committee may invite other persons to attend the meeting to address specific issues.

The Labor Relations Committee shall meet a minimum of once a ~~semester~~ quarter, unless otherwise requested by either the Superintendent or Association President. The agenda for each meeting shall be mutually set by the Superintendent and the Association President at least 5 days before each meeting and provided to each Committee member. At the first meeting each school year, the Labor Relations Committee will adopt ground rules, which can include a calendar of meetings for that school year and responsibility for maintaining minutes, and may invite the Federal Mediation Conciliation Service to provide labor management training.

10. The Parties agree that Article VI, Section 6.1 shall be modified as follows:

6.1 INSTRUCTIONAL TIME

The school calendar shall be based on the following number of days:

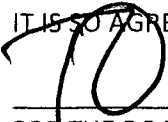
| | |
|---|-----|
| <u>Up to 180 d</u> Days of instruction (or equivalent # of hours) | 180 |
| <u>At least 5 d</u> Days of Teacher Professional Development | —5 |
| Total Days (or equivalent # of hours) | 185 |

11. The Parties agree that Article VII, Section 7.12 shall be modified as follows:

7.12 For the ~~2014-2015 and 2015-2016~~ school years, at At least thirty minutes each school day, shall be devoted to school improvement activities as directed by the Superintendent or his/her designee (e.g. TBT, teachers working on assessments, instruction, data, standards, pacing guides, courses of study, professional development, parent communication). This school improvement time is expected to support greater student achievement.

Should student achievement, not improve in overall student passage at a building level comparing a majority of the most current two school year ~~2014-2015 and 2015-2016~~ ODE issued state-testing results for that building, then for at the beginning of the current ~~2016-2017~~ school year, the Superintendent or his/her designee shall have the right to return any school improvement time back to instructional time and may direct teachers at the affected building to complete duties related to school improvement during planning time no more than one per

IT IS SO AGREED:



FOR THE BOARD



FOR THE ASSOCIATION

week. If this section is triggered at the high school, then all high school teachers will have one period per day for preparation time, plus common planning/meeting time at the end of the school day.

Should the District regularly schedule late arrival for students one day per week, the time without students in the morning will be used as TBT time as directed by the Superintendent or his/her designee.

If the District is facilitating professional development through coaching, then a teacher may be scheduled no more than four times per year to meet with his/her coach to debrief and receive instructional support during his/her planning time. No information derived from the coaching can be used in a teacher's evaluation.

12. The Parties agree to add a new Section 7.53 to Article VII as follows:

7.53 **Every effort shall be made to ensure co-teachers are not reassigned during the day to protect the integrity of the co-teaching environment.**

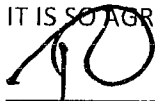
13. The Parties agree that Article VIII, Section B(ii)(b)(vii) shall be modified as follows:

(vii) A post-observation conference between the Credentialed Evaluator and teacher shall be held within the five (5) work days following each formal observation, unless extenuating circumstances exist, to collaboratively complete the content of the OTES ~~Rubric Teaching Post Observation Conference Form~~. At least twenty-four hours before the post-observation conference, the Credentialed Evaluator shall complete a draft OTES ~~Rubric Teaching Post Observation Conference Form~~ on eTPES, and "pin-it" for the teacher to have an opportunity to review it before the post-observation conference. Nothing requires the Credentialed Evaluator to complete all portions of the OTES ~~Rubric Teaching Post Observation Conference Form~~.

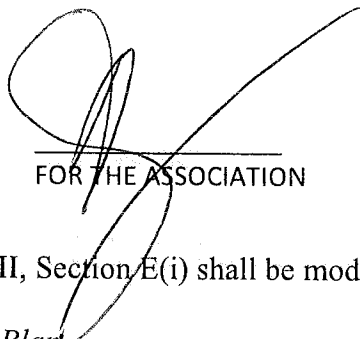
14. The Parties agree that Article VIII, Section C(i)(c) shall be modified as follows:

(c) For the ~~2018-2019~~ ~~2014-2015~~ school year, Appendix D of the OTES Board Policy shall be replaced with the District Student Growth Measurement Index attached under Appendix B. The JEDC shall review the index annually and make a recommendation to the Superintendent and Union Executive Committee regarding any modifications. Should the Superintendent and Union Executive Committee agree with the JEDC recommendations to modify the index for a school year, they shall enter into a Letter of Understanding for that school year.

IT IS SO AGREED:



FOR THE BOARD



FOR THE ASSOCIATION

15. The Parties agree that Article VIII, Section E(i) shall be modified as follows:

(i) *Professional Growth Plan*

~~Beginning with the 2014-2015 school year, e~~Each teacher with above expected or expected levels of student growth will develop a Professional Growth Plan on an annual basis no later than the first Monday in October. Professional Growth Plans will be self-directed for teachers with an above expected level of student growth and collaborative (teacher with Credentialed Evaluator) for teachers with an expected level of student growth. The Professional Growth Plan shall include:

- a. Identification of area(s) for future professional growth
- b. Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice
- c. Outcomes that will enable the teacher to increase student learning and achievement

16. The Parties agree that Article VIII, Section F shall be modified as follows:

F.

i. Teachers who are under consideration for nonrenewal, or teachers who are RESA Year 1, or teachers who are in the first year of the profession:

- a. Shall receive at least three (3) formal observations during the school year. The first formal observation shall be completed by November 30 and the second formal observation shall be completed by January 31.

ii. A teacher receiving a final summative rating of accomplished:

- a. Will be evaluated once every three (3) years if the teacher's student growth measure for the most recent school year for which data is available is average or higher.
- b. A Credentialed Evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher each year.
- c. If the student growth measure is not maintained at a rating of average or higher, the teacher shall be evaluated under F.iv. below.

iii. A teacher receiving a final summative rating of skilled:

IT IS SO AGREED:


FOR THE BOARD


FOR THE ASSOCIATION

- a. Will be evaluated once every two (2) years if the teacher's student growth measure for the most recent school year for which data is available is average or higher.
 - b. A Credentialed Evaluator shall conduct at least one (1) formal observation of the teacher and hold at least one (1) conference with the teacher each year.
 - c. If the student growth measure is not maintained at a rating of average or higher, the teacher shall be evaluated under F.iv. below.
- iv. Teachers who are not included in F.i., F.ii., and F.iii., teachers from F.ii. or F.iii. above whose student growth measure is below average, and/or a teacher who has successfully completed a multi-year accomplished or skilled evaluation cycle:
- a. Will be formally observed at least two (2) times before their final summative rating is completed by May 1. The first formal observation shall be completed by December 15.

~~So long as state law allows, teachers receiving ratings of Accomplished or Skilled may be evaluated at later intervals (other than every year) as set forth in Board Policy, with the minimum number of at least one observation and conference held for any year in which an evaluation is not conducted.~~

17. The Parties agree that Article VIII, Section G shall be modified as follows:

- G. ~~Use of~~ OTES Teacher Evaluations **shall be used** for making decisions on retaining or dismissing a teacher based on teacher performance.

~~All for the 2014-2015 through 2016-2017 school years, only the "Teacher Performance" portion of the OTES evaluation will be used when making decisions about retaining or dismissing a teacher based on teacher performance.~~

18. The Parties agree that a new section H shall be added to Article VIII as follows:

- H. If a teacher gives the District his/her retirement notice by December 15th, effective that school year, the teacher will not be evaluated for that school year.**


19. The Parties agree that Article X, Subsection 10.21 shall be modified as follows:

- 10.21 To the extent that reductions are not achieved through attrition or the non-renewal of limited contracts due to performance, reductions will be achieved by the suspensions of teaching contracts. Suspensions shall mean that a teacher shall be placed in an inactive state of employment from an active state of employment. In

IT IS SO AGREED:



FOR THE BOARD



FOR THE ASSOCIATION

suspending contracts of teachers within each teaching field affected by the reduction in force, ~~and~~ teachers holding limited contracts in the area of certification/licensure shall be suspended first, followed by teachers holding continuing contracts. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations.

20. The Parties agree that Article XI, Section 11.3 shall be modified as follows:

11.31 ~~A teacher~~ **A bargaining unit member** shall be entitled to three days of **unrestricted** personal leave with pay each school year (~~non-cumulative~~). The personal leave ~~is only applicable to emergency personal reasons and said days shall not be deducted from sick leave.~~ A one-time per career use of three consecutive personal leave days in a row shall be granted. **Any unused personal leave will be rolled into sick leave at the end of the school year.**



11.32 Except where circumstances make it impossible, the teacher will give to his/her principal, in writing, forty-eight (48) hours advanced notice of his/her request to use personal leave. In emergency situations, the principal shall be contacted ~~and the teacher~~. **When a teacher is absent for personal reasons, shall sign a personal leave form (Appendix) and provide it to his/her principal on the** a report of such absence, signed by the teacher and principal, shall be filed with the Assistant Superintendent/Human Resources on the morning of the teacher's return to work. Such report shall contain a certification by the teacher that his/her absence was not in violation of this policy. The filing of a false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day(s) taken. ~~In applying for personal leave, the forms contained within this section shall be completed and submitted.~~

11.33 *Delete this section*

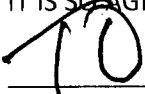
11.34 *Delete this section*

11.35 *Delete this section*

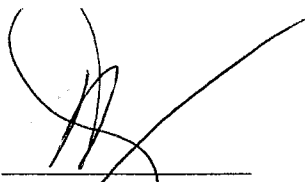
~~11.36~~ 11.33 Personal ~~emergency~~ leave will generally not be approved on any of the following days, except under very unusual circumstances:

- a. The first and last **two weeks** days of school with students in session.
- b. The school day preceding or following a holiday **winter, spring, or Thanksgiving breaks** ~~or vacation period.~~
- c. Professional Development Day and parent-teacher conference days.

IT IS SO AGREED:



FOR THE BOARD



FOR THE ASSOCIATION

Personal leave requests, that fall within the above guidelines, shall be submitted to the building principal, who shall convey the request to the District Human Resource Office.

21. The Parties agree that Article XVI, Section 16.36 shall be modified as follows:

16.36 Teachers will be paid for one-half (1/2) of their sick leave balance at the time of retirement up to a maximum of one-half (1/2) of one hundred **seventy-five (175)** ~~fifty four (154)~~ days at the per diem rate at the time of retirement.

22. The Parties agree that Article XVI, Section 16.361 shall be deleted in its entirety:

~~16.361 Any bargaining unit member who first becomes eligible for retirement during a school year as defined below, accrues the right to an additional 100 days of severance pay at a per diem rate of \$350 if he/she actually retires between the end of the school year and July 10 of the school year in which the employee first becomes eligible (unless otherwise defined below). Any eligible employee who wishes to participate in this incentive must elect to participate by providing written notice to the Superintendent's office prior to March 1st of the school year in which he/she retires. A bargaining unit member shall be eligible for this incentive to retire when they first meet any one of the following three criteria as defined by State Teachers Retirement System's criteria for retirement eligibility:~~

- ~~1. Any age with 30 or more years of service credit; or~~
- ~~2. Age 55 or older with 25 or more years of service credit; or~~
- ~~3. Age 60 or older with five or more years of service credit.~~

~~Payment will be made in deferred payments as per section 16.341.~~

23. The Parties agree that Article XVI, Section 16.1 shall be modified as follows:

16.11 Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance, major medical insurance, prescription coverage, dental insurance and Vision Care.

The Board shall contract for and provide health insurance, major medical insurance, prescription coverage, dental insurance, and Vision Care, family or single, as appropriate, for eligible certified/licensed employees. The Board will offer the following plans and all eligible employees will pay the following monthly contributions:

IT IS SO AGREED:

FOR THE BOARD

FOR THE ASSOCIATION

~~SuperMed Plus Plan (current benefits as of 6/30/14) – see schedule in Appendix D-1:~~

~~From 7/1/17 through 9/30/17, the employee monthly contribution shall equal 10% of the cost of the Board's premium.~~

~~The SuperMed Plus Plan as contained in Appendix D-1, shall terminate as of 9/30/17 and will not be offered by the District during the September, 2017 enrollment period.~~

SuperMed Garfield Plan – see schedule in Appendix D-2:

From 7/1/18 through 12/31/18, the employee monthly contribution shall equal 10% of the cost of the Board's premium.

From 1/1/19 through 9/30/19, ~~10/1/17 through 6/30/18~~, the employee monthly contribution shall equal 12.5%~~10%~~ of the cost of the Board's premium.

Beginning 10/1/19, ~~10/1/17 through 6/30/18~~, the employee monthly contribution shall equal 13%~~10%~~ of the cost of the Board's premium.

The SuperMed Garfield Plan as contained in Appendix D-2, shall be effective as of 10/1/17 and will be initially offered by the District during the September, 2017 enrollment period.

IDEAL Plan – see schedule in Appendix D-3:

This plan will be made available to employees on and after 10/1/15.

From 7/1/18 through 12/31/18, the employee monthly contribution shall equal 10% of the cost of the Board's premium.

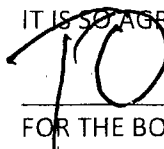
From 1/1/19 through 9/30/19, ~~7/1/17 through 6/30/18~~, the employee monthly contribution shall equal 12.5%~~10%~~ of the cost of the Board's premium.

Beginning 10/1/19, ~~10/1/17 through 6/30/18~~, the employee monthly contribution shall equal 13%~~10%~~ of the cost of the Board's premium.

Minimum Value Plan – see schedule in Appendix D-4:

This plan will be made available to employees on and after 10/1/15.

IT IS SO AGREED:


FOR THE BOARD


FOR THE ASSOCIATION

From 7/1/18 through 6/30/20 ~~7/1/17 through 6/30/18~~, there shall be no monthly contribution for employees choosing the minimum value plan:

Any monthly contribution shall be payroll-deducted equally over 26 pays.

Employees shall have the opportunity to open enroll one time per year (September 1 through September 30) in one of the three available plans.

The Board of Education will follow all federal health care mandates. Any modifications to Article 16 that require a 60-day wait period under federal law prior to implementation will take effect 60-days after the required notification has been provided.

Those eligible certified/licensed employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of \$2,000 if eligible for the family plan and \$900 if eligible for single coverage. In the event a husband and wife are both employed by the Board and one elects family health care coverage:

- A. The other spouse shall not be entitled for this lump sum payment.
- B. The other spouse shall not be entitled to elect single coverage or family health care coverage unless family coverage is required for one of the other spouse's dependents or any other demonstrated reason mutually agreed upon by the Board and the Association.

24. The Parties agree that Article XIX, Section 19.1 be modified as follows:

19.1 The salary schedule for staff shall be as attached (Appendix E) and reflect the following:

Effective July 1, 2018, each bargaining unit member eligible for a step increase will receive a step increase equal to one step higher on the salary schedule that he/she was on as of June 30, 2018.

Effective July 1, 2019, each bargaining unit member eligible for a step increase will receive a step increase equal to one step higher on the salary schedule that he/she was on as of June 30, 2019.

On July 1, 2018, there will be a one percent (1%) increase on the base salary.

On July 1, 2019, there will be a one percent (1%) increase on the base salary.

IT IS SO AGREED:



FOR THE BOARD



FOR THE ASSOCIATION

Effective July 1, 2017, each bargaining unit member eligible for a step increase will receive a step increase equal to one step level higher on the salary schedule that he/she was on as of June 30, 2017.

On July 1, 2017, there will be a one quarter percent (1/4%) increase on the base salary.

25. The Parties agree that Article XX be modified as follows:

20.1 The agreement commences July 1, ~~2018~~2017, and continues in full force and effect through midnight, June 30, ~~2020~~2018. It terminates the previous agreement dated July 1, ~~2017~~2014 through June 30, ~~2018~~2017. If during the term of this agreement there is a change in any applicable federal or state law which would invalidate any provisions of this agreement, the parties will meet to resolve any necessary changes in the agreement relative to the affected provision only.

20.2 In witness whereof, the parties have caused their names to be subscribed this 6th day of February, 2018.

20.3 The Parties agree that upon reaching an agreement, it is their intent to follow the agreement and that any concerns regarding alleged discrimination in regard to hire or tenure or any term or condition of employment on the basis of the exercise of rights guaranteed by Chapter 4117 of the Ohio Revised Code will be addressed under the procedures in O.R.C. 4117.11(A)(3).

26. The Parties agree that the MOU on Pilot shall be deleted in its entirety.

27. The Parties agree that the MOU on EAP shall continue in effect and be included in the contract.

28. The Parties agree that all other contract language not modified by this final tentative agreement shall remain at current contract language.

29. The Parties agree that each respective negotiation team will recommend the final tentative agreement to their respective constituents for ratification and/or adoption. The Association shall present the final tentative agreement to their membership for ratification no later than November 30, 2018, and the Board team shall thereafter cause the Board to meet for adoption of the agreement no later than December 5, 2018.