BUCKEYE
LOCAL SCHOOL DISTRICT
ASHTABULA, OHIO

Patrick E. Colucci, Sr., Superintendent
Kassandra Brand, Treasurer

3436 Edgewood Drive • Ashtabula, OH 44004
Phone: 440.998.4411 • Fax: 440.992.8369

Exhibit C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Buckeye Local School District Board of Education ("Board") and the Buckeye Education Association ("Association"). The parties are signatories to a Collective Bargaining Agreement effective July 1, 2024, through June 30, 2027.

1. Background

The parties acknowledge that bargaining unit employees receive health insurance coverage through the Ashtabula County Schools Council of Governments ("ASCOG").

ASCOG has determined that, effective November 1, 2026, prescription drug coverage provided through the ASCOG health plan shall no longer include coverage for GLP-1 and GIP/GLP-1 receptor agonist medications prescribed for weight loss or weight management purposes.

The Association maintains that implementation of this change is a mandatory subject of bargaining and that the Board has a legal duty to bargain regarding the change and/or its effects.

The Board disputes that contention and maintains that no statutory, contractual, or other legal duty to bargain exists with respect to the change.

The parties expressly acknowledge that neither party waives its legal position regarding whether a duty to bargain exists. The execution of this MOU is not intended and shall not be construed as an admission by either party regarding the existence or nonexistence of any bargaining obligation.

2. Agreement Regarding Coverage

Notwithstanding their disagreement concerning bargaining obligations, the parties agree that medications prescribed for weight loss or weight management purposes that are excluded from coverage under the ASCOG health plan, including GLP-1 medications and GIP/GLP-1 receptor agonists, shall not be covered under the health insurance program available to bargaining unit members effective November 1, 2026.

The parties agree that the exclusion described herein may be implemented and maintained during the term of the Collective Bargaining Agreement and thereafter, including any modification, amendment, renewal, continuation, or replacement of such exclusion by ASCOG, unless otherwise changed through a subsequent written agreement of the parties.

Board Members: Shannon Pike (P) • Stephanie Patriarco(VP) • Gregory Kocjancic • Roman Vencill • Chad Miller

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3. Association Waiver and Release

In consideration of the mutual promises contained herein, the Association waives and releases any past, present, or future claim, grievance, demand to bargain, unfair labor practice charge, arbitration, lawsuit, administrative action, or other proceeding arising out of or relating to the elimination of coverage for GLP-1 and GIP/GLP-1 receptor agonist medications prescribed solely for weight loss or weight management purposes.

The Association further waives and releases any claim that the implementation, continuation, administration, renewal, extension, or maintenance of the exclusion described in this MOU violates Chapter 4117 of the Ohio Revised Code, the Collective Bargaining Agreement, or any other legal or contractual obligation to bargain.

4. Preservation of Legal Positions

Neither the execution of this MOU nor compliance with its terms shall be construed as:

(a) an admission by the Board that it had a duty to bargain over the change;

(b) an admission by the Association that no duty to bargain existed;

(c) evidence supporting or opposing the existence of a bargaining obligation regarding this or any other change; or

(d) a waiver of any legal, contractual, statutory, or equitable argument either party may assert in any future matter unrelated to the specific subject addressed by this MOU.

Except as expressly stated herein, all legal and contractual positions are preserved.

5. No Past Practice; No Precedential Effect

The parties expressly agree that this MOU is unique to the circumstances surrounding the exclusion of coverage for GLP-1 and GIP/GLP-1 receptor agonist medications prescribed solely for weight loss or weight management purposes.

This MOU shall not establish, create, modify, evidence, support, refute, or contribute to any past practice, bargaining history, status quo obligation, zipper-waiver argument, course of dealing, custom, implied term, or interpretation of the Collective Bargaining Agreement.

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No party may rely upon this MOU as precedent in any future grievance, arbitration, negotiation, unfair labor practice charge, SERB proceeding, injunction action, declaratory judgment action, administrative proceeding, court action, or any other dispute resolution process.

6. Non-Admissibility

The parties specifically agree that this MOU, the negotiations leading to this MOU, all bargaining proposals, settlement discussions, communications, drafts, statements, and conduct associated with this MOU shall be inadmissible and shall not be offered as evidence by either party in:

(a) any grievance proceeding;

(b) any arbitration proceeding;

(c) any proceeding before the State Employment Relations Board;

(d) any state or federal court action;

(e) any administrative proceeding; or

(f) any other tribunal or dispute resolution forum.

The parties further agree that neither party shall cite, reference, introduce, characterize, or rely upon this MOU or the circumstances surrounding its execution as evidence regarding whether a duty to bargain exists or existed concerning any present or future change in wages, hours, or terms and conditions of employment.

7. Scope of Agreement

This MOU applies to and resolves all issues arising from the exclusion of coverage for medications prescribed for weight loss or weight management purposes that are excluded from coverage under the ASCOG health plan, including GLP-1 medications, GIP/GLP-1 receptor agonists, and any successor or substantially similar medications, therapies, treatments, or pharmaceutical products subject to the ASCOG weight-loss medication exclusion.

The parties agree that the continued implementation, administration, amendment, modification, renewal, continuation, replacement, or maintenance of such exclusion by ASCOG shall not create any additional bargaining obligation and shall not give rise to any separate claim, grievance, unfair labor practice charge, arbitration demand, lawsuit, administrative action, or other proceeding by the Association.

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8. Entire Agreement

This MOU constitutes the entire agreement of the parties concerning the subject matter addressed herein and shall not modify any other provision of the Collective Bargaining Agreement except as expressly stated herein.

9. Duration

This MOU shall become effective upon execution by the parties and shall remain in full force and effect unless modified or rescinded by a subsequent written agreement executed by both parties.

For the Association

BY:_____
Association's President

For the Board of Education

BY:_____
Buckeye Local Superintendent