

LETTER OF AGREEMENT

This Letter of Agreement is entered into between NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION (the "District") and NEW BUFFALO 5-C EDUCATION ASSOCIATION (MEA-NEA)

(the "Association").

This agreement shall be in effect once the Berrien County Insurance Consortium is established by the initial participants from the school districts of Brandywine Community Schools, Bridgman Public Schools, Buchanan Community Schools, Eau Claire Public Schools, New Buffalo Area Schools, River Valley School District, and Watervliet Public Schools. Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Parties acknowledges that the District has elected to become a member of an Berrien County Insurance Consortium (the "Consortium") as provided by the health insurance carrier MESSA.

The parties recognize and acknowledge that insurance benefits, policy specifications, and coverages for employee benefit plans are subject to a bargaining under the Michigan Public Employment Relations Act (PERA). The parties further recognize and acknowledge that the allocation of premium responsibility for health insurance plans is subject to the limitations established by the Publicly Funded Health Insurance Contribution Act.

2. The District and the Association acknowledge that employee benefits or products will be made available to eligible Association bargaining unit members through the District's participation in the Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective November 1, 2025 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date.

Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same carrier selected to provide benefit plans or products through the Consortium.

Open enrollment for the selection of health care options for the Consortium will be held from November 1 to November 20 each year for a January 1 implementation for the duration of this agreement.

3. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement

between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.

4. The Parties further voluntarily waive and relinquish their respective rights under PERA for the period beginning January 1, 2026 and concluding on December 31, 2028 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified Insurance products and employee benefits plans through the Consortium. This waiver is limited to the bargaining of medical and ancillary insurance (dental, vision, life, and LTD) coverage. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications, and coverages of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.
5. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled subject to the restriction on District expenditures for medical benefit plan costs under the Publicly Funded Health Insurance Contribution Act. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that limit or regulate the amount of District payment for medical benefit plan costs.
6. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plans or programs, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.
7. Should the Consortium dissolve or no longer function or operate, or if the district no longer participates in the Consortium, the District and Association agree the most recent medical and ancillary plan options available to the employees through the Consortium shall remain in effect until otherwise negotiated.

8. Any disputes over the interpretation, application, or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.
9. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights, or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified, or relinquished herein.
10. This Letter of Agreement shall become effective 7-15, 2025 and shall expire on December 31, 2028.

NEW BUFFALO AREA SCHOOLS BOARD OF EDUCATION

By: [Signature]
Its: president
Dated: 7/28/25

NEW BUFFALO 5-C EDUCATION ASSOCIATION (MEA-NEA)

By: Kurt Raducha
Its: Kurt Raducha
Dated: 7-18-25

