

BRIDGMAN PUBLIC SCHOOLS

LETTER OF AGREEMENT

This letter of Agreement is entered into between the Bridgman Board of Education (the “District”) and the Bridgman 5-C Education Association MEA/NEA (the “Association”) who do mutually agree to amend Appendix B page 38-39 of the current Bridgman Public Schools Teachers’ Master Contract 2023-2026.

Current Language –

APPENDIX B

FRINGE BENEFITS

Health Insurance

Upon application by the employee, the Board as policyholder shall provide the current insurance coverage but will have the option to provide the coverage in a MESSA PAK if it is cheaper.

Upon application by the employee, the Board shall provide the following for a full twelve-month period for the employee and his/her entire family and any other eligible dependents as defined by MESSA.

Plan A Health Option 1 is only available to those members that had MESSA Choices \$100/\$200 on June 30, 2019.

All new employees will only be afforded Plan A Health Option 2, Plan A Health Option 3 or Plan B.

Plan A (for those taking health insurance)

Health Option 1: MESSA Choices Plan, \$500/\$1000 in-network deductible, \$2000 out-of-network deductible, Saver Rx, \$20 office visit, \$25 urgent care, \$50 emergency room co-pay. The Board of Education will contribute 100% of the Board paid deductible on January 2nd.

Health Option 2: MESSA ABC (Account Based Choices) Plan 1, HDHP Minimum Deductible to be funded by the Board of Education, MESSA ABC RX. The Board of Education will contribute 100% of the Board paid deductible on January 2nd.

Health Option 3: MESSA Essentials Plan 1, \$375 single subscribers/\$750 2 person or family subscribers in-network deductible, \$750 single subscriber/\$1500 2 person or family subscribers out-of-network deductible, Essentials by MESSA Rx, \$25 office visit, \$50 urgent care, \$200 emergency room co-pay. Twenty percent (20%) co-insurance.

Dental: MESSA/Delta Dental Plan Auto + with Orthodontic rider 008 (100/90/90/90 2000 [2000] including internal and external coordination of benefits (COB) for all teachers and their eligible dependents as defined by MESSA/Dental.

Vision: VSP-3

LTD: 70%, 60 calendar day modified fill, \$5000 monthly max.

Life: \$20,000 AD&D, \$2000 Dependent Life

Plan B (for those not taking health insurance)

Dental: MESSA/Delta Dental Plan Auto + Orthodontic rider 008 (100/90/90/90 2000 [2000] including internal and external coordination of benefits (COB for all teachers.)

Vision: VSP-3

LTD: 70%, 60 calendar day modified fill, \$5000 monthly max.

Life: \$50,000 AD&D, \$2,000 Dependent Life

The teacher shall be obligated to pay twenty percent (20%) of the MESSA Plan A MESSA Choices or twenty percent (20%) of the MESSA ABC Plan 1 premium or twenty percent (20%) of the MESSA Essentials Plan and twenty percent (20%) of the annual deductible funding for the ABC plan.

That portion of the health insurance premium which is the obligation of the teacher shall be deducted from the teacher's salary twice a month using pretax dollars according to a salary reduction plan approved by the board in agreement with the Association. The employer's "qualified" Section 125 Plan shall include any or all provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.

Each employee enrolled in Plan A Option 1 shall pay the non-weighted premium rate. This non-weighted premium rate shall be calculated after each rate renewal based on the current existing census and premium rates and at any time, a member change occurs that changes category status (i.e. single/2-person/family).

Each employee enrolled in Plan A Option 2 shall pay the non-weighted premium rate. This non-weighted rate shall be calculated after each rate renewal based on the current existing census and premium rates and at any time, a member change occurs that changes category status (i.e. single/2-person/family).

Each employee enrolled in Plan A Option 3 shall pay the non-weighted premium rate. This non-weighted rate shall be calculated after each rate renewal based on the current existing census and premium rates and at any time, a member change occurs that changes category status (i.e. single/2-person/family).

In the event the Board and Association are not able to agree upon a mutually acceptable salary reduction plan or if law prevents a teacher from using pretax dollars to pay his/her portion of the health insurance premium, that portion of the health insurance premium, which is the obligation of the teacher, shall be deducted from the teacher's salary.

Employees may contribute through payroll deduction and electronic transfer additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

It is the responsibility of the teacher to notify the business office of any change in his/her family dependency status within ten (10) days of said change.

If a teacher fails to return from an unpaid leave at its expiration, (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all insurance premium payments made during the unpaid leave interval, as permitted by the Family and Medical Leave Act. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within thirty (30) days of demand.

General

The Board's obligation to provide the insurance designated in Appendix B is limited to paying the premium or portion of the premium for which it is obligated by the language of Appendix B. The insurance benefits or coverage to which a teacher is entitled shall be determined by the terms of the applicable insurance policy. No teacher shall be entitled to the insurance benefits provided in Appendix B until the teacher is enrolled by the insurance carrier and completes all the necessary requirements of the insurance carrier to be eligible for coverage or benefits. Any disputes regarding coverage or benefits shall be between the teacher and the insurance carrier with the understanding that the Board shall not be a party to any such disputes.

Proposed Language Changes –

APPENDIX B FRINGE BENEFITS

This Letter of Agreement is entered into between BRIDGMAN PUBLIC SCHOOLS BOARD OF EDUCATION (the “District”) and BRIDGMAN 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 a 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.

A. General Provisions

Upon application by the employee, the Board shall provide, for a full twelve (12) month period, the following health insurance coverage for the employee, his/her spouse, and all eligible dependents as defined by MESSA.

Health Insurance Options - The Board shall provide health insurance coverage through the Berrien County Insurance Consortium. The specific insurance plans, carriers, and coverage levels shall be determined annually by the Berrien County Insurance Consortium Governing Board. The Board shall make available to eligible employees the health insurance plan options approved by the Berrien County Insurance Consortium Governing Board for that plan year. The benefits, coverage levels, and employee contribution requirements shall be applied in accordance with this Agreement and consistent with the options made available through the Consortium.

Employee Premium Contribution - The employee shall be responsible for paying twenty percent (20%) of the premium cost and the annual deductible funding. Employee premium contributions shall be deducted from salary twice per month, using pre-tax dollars, through a salary reduction plan established in accordance with Section 125 of the Internal Revenue Code, as mutually approved by the Board and the Association. The Board's "qualified" Section 125 Plan shall include provisions necessary for pre-tax contributions to employee HSA accounts administered through HEQ.

Premium Rate Calculation - The non-weighted premium rate shall be recalculated following each rate renewal based on the current census and premium rates. Any change in employee status (e.g., single/two-person/family) that alters the category shall result in a corresponding adjustment to the rate.

Failure to Agree or Change in Law - In the event the Board and Association are unable to agree on a mutually acceptable salary reduction plan, or if applicable law prevents the use of pre-tax dollars for employee premium contributions, the employee's share of the premium shall be deducted from salary on an after-tax basis.

Board Deductible Contribution - The Board of Education shall contribute one hundred percent (100%) of the annual health insurance deductible for all employees enrolled in the health insurance plan on January 2 of each year. For the 2026 calendar year, the contribution shall be made in the amount of two thousand dollars (\$2,000) for employees with single coverage and four thousand (\$4,000) for employees with 2-person and/or full family coverage.

B. Dental, Vision, LTD, and Life Insurance

Plan A (with Health Insurance) - Employees who elect health insurance coverage through the District shall receive ancillary benefits (including dental, vision, long-term disability, and life insurance) as determined annually by the Governing Board of the Berrien County Insurance Consortium. The specific plan designs, carriers, benefit levels, and coverage limits for these ancillary benefits shall be those established by the Consortium and made available to participating member districts for the applicable plan year.

Plan B (without Health Insurance) - Employees who elect to waive District-provided health insurance shall be eligible for ancillary insurance benefits (including dental, vision, long-term disability, and life insurance) as determined annually by the Governing Board of the Berrien County Insurance Consortium. The benefit levels, plan designs, carriers, and coverage limits for ancillary-only participants shall be those established by the Consortium for the applicable plan year. In addition, employees who elect not to participate in District-provided health insurance shall receive cash in lieu of health insurance in the amount of \$6,000 per plan year, payable in installments consistent with the District's normal payroll schedule. For employees who do not work a full plan year and/or who are not full-time employees of the District, the cash-in-lieu amount shall be prorated based on the portion of the year actually employed and the employee's FTE status.

Ancillary Benefits (Effective January 1, 2026) - Beginning January 1, 2026, employees who elect to receive ancillary benefits only (i.e., who do not enroll in District-provided medical insurance) shall be eligible for single (employee-only) coverage for dental, vision, LTD, and life insurance. Family coverage for ancillary-only participants shall no longer be offered, and no grandfathering will apply.

C. Additional Provisions

Employee Contributions to HSA - Employees enrolled in the health insurance plan may elect to contribute additional funds to their HEQ HSA account through payroll deduction and electronic transfer, up to the maximum amount permitted by federal law.

Change in Dependent Status - It shall be the responsibility of the teacher to notify the Business Office of any change in family dependency status within ten (10) calendar days of such change.

Unpaid Leave of Absence - If a teacher fails to return from an unpaid leave upon its expiration—except in cases of the continuation, onset, or recurrence of a serious health condition or other circumstances beyond the teacher's control—the Board shall have the right to recover all insurance premium payments made during the unpaid leave period, as permitted under the Family and Medical Leave Act (FMLA). Such amounts may be deducted from any wages or payments due to the teacher, with any balance due payable by the teacher within thirty (30) days of demand.

Board's Obligation and Carrier Responsibility - The Board's obligation under this section is limited to paying the premium or portion of the premium for which it is contractually responsible. Insurance benefits and coverage shall be determined by the terms of the applicable policy. No teacher shall be entitled to coverage or benefits until properly enrolled and approved by the insurance carrier. Any disputes regarding coverage or benefits shall be between the teacher and the insurance carrier, and the Board shall not be a party to such disputes.

D. Reimbursement Obligations upon Separation

Health Savings Account (HSA) Reimbursement – For the District to be in compliance with Internal Revenue Code (IRC) Section 223, as administered by the U.S. Department of the Treasury and the Internal Revenue Service, if an employee separates from employment with the District for any reason prior to the end of the calendar year, the employee shall reimburse the District for the prorated portion of any Board-contributed HSA funds representing the remaining months of the year in which the employee is no longer employed.

Failure to Honor Contract - If an employee voluntarily terminates employment with the District prior to fulfilling the terms of his/her current school year contract, the employee shall be responsible for reimbursing the District for any insurance premiums or benefits paid on the employee's behalf beyond the effective date of separation. Such reimbursement may be deducted from final wages or otherwise remitted to the District within thirty (30) days of separation.

This Letter of Agreement shall become effective October 27, 2025 and shall expire on December 31, 2028.

Bridgman Public Schools

Bridgman 5-C Education Association

Eric Ramso, President
Bridgman Public Schools Board of Ed.

Angie Ales, President BEA

Tishia Roberts, Secretary
Bridgman Public Schools Board of Ed.

Amy Knowlton, Secretary BEA

Date

Date