Rev. 7/21/2025

Agreement

between the

Chassell Township Schools Board of Education

and the

Chassell Education Association (CEA)

2025-2028

(expires June 30, 2028)

July 1, 2025 - June 30, 2028

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ARTICLE I: RECOGNITION

Pursuant to the Public Employment Relations Act, as amended, the Board of Education of Chassell Township Schools of Chassell, Michigan (hereinafter referred to as the Board) recognizes the Copper Country Education Association/MEA/NEA (hereinafter referred to as the Association) as the exclusive representative for the purposes of collective bargaining with respect to rate of pay, hours and other terms and conditions of employment for the entire term of the agreement for the professional employees of the Board (hereinafter referred to as employees) in the Chassell Education Association bargaining unit defined as: all full time and part time certified teaching personnel including classroom teachers, guidance counselors, and internal substitute teachers, under probationary contract or continuing tenure, but excluding external substitute teachers, clerical and office employees, supervisory and executive personnel, all teacher aides, and all others not specified in the above bargaining unit.

ARTICLE II: BOARD RIGHTS

Except as modified by the specific terms of this Agreement, the Board retains and reserves all rights, powers, authority, duties, and responsibilities to manage the Chassell School District on behalf of the public. The Association recognizes these management rights and responsibilities as confirmed by the laws and Constitution of the State of Michigan. Such rights shall include, by way of illustration and may not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work to employees, determine the size of the workforce, and to lay off employees.

4. Determine the type of services, supplies and equipment necessary to continue its operations and to determine the methods and standards of operation; the means, methods and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.

5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions of subdivisions thereof.

6. Determine the financial policies, including all accounting procedures.

7. Determine the size of the management organizations, its functions, authority, and amount of supervision and organization structure.

The exercise of foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE III: GRIEVANCE PROCEDURE

The Association shall designate one representative and/or the MEA Uniserv Director to assist in handling grievances when requested by the grievant.

The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances which are an outgrowth of a breach of contract. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

A. Definition: A grievance is a claim based upon an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

   The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

   1. The termination of or failure to reemploy any probationary teacher;

   2. The termination of services or failure to reemploy any teacher to a position on the extracurricular schedule;

   3. Excluding procedural errors, any matter involving teacher evaluation;

   It is expressly understood that the Grievance Procedure shall not apply to those areas in which the Tenure Act prescribed a procedure or authorizes a remedy (discharge and/or demotion).

B. All preparation, filing, presentation, or consideration of grievances shall be held at time other than when a teacher of Chassell District is to be at their assigned duty station. The Chassell District shall designate one representative to assist in handling grievances when requested by the grievant. If the particular grievance is a “class” grievance affecting teachers in more than one building, the grievance shall be processed directly at Level Two and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level One.

C. The term “days” as used herein shall mean days in which school is in session.

D. Written grievances as required herein shall contain the following:
   a. It shall be signed by the grievant or grievants;
   b. It shall be specific;
   c. It shall contain a synopsis of the facts giving rise to the alleged violation;
   d. It shall cite the section or subsection of this contract alleged to have been violated;
   e. It shall contain the date of the alleged violation;
   f. It shall specify the relief requested.

   Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, all further proceedings on the grievance shall be barred. Time limits may be extended by mutual consent.

Level One

A teacher with a grievance shall first discuss it with the designated representative within fifteen (15) school days of the alleged occurrence within the school year it occurred.

Level Two

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, they may within five (5) days file a written grievance with the principal or their designee. Within five (5) days of the receipt of the grievance, the principal or their designee shall decide whether or not there is a legitimate grievance. If the aggrieved person is not satisfied with the principal's disposition of the grievance, they may within five (5) days file a written grievance with the superintendent. Within ten (10) days from receipt of the grievance by the superintendent, he shall render a decision on the grievance. If no written response is made by the administration within ten (10) days, the grievance shall be awarded to the grievant. If the teacher does not appeal the grievance to Level Three within ten (10) days after receiving said answer, the grievance shall be considered settled or abandoned.

Level Three

In the event the aggrieved person is not satisfied with the disposition of their grievance at Level Two, they may refer the grievance to the board of education. The board of education as used here, means a committee of the board or the board's designee, except the superintendent. Within twenty-five (25) days of receipt of the grievance, the board shall render a decision. The teacher is entitled to a hearing with the board at this level. The teacher shall appeal within ten (10) days after receiving said answer from the board, or the grievance shall be considered to be abandoned.

Level Four

Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after receipt of the board's decision notify the board of its intent to pursue the grievance to arbitration. If the parties cannot agree upon an arbitrator, they shall be selected in accordance with the rules of the American Arbitration Association.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

The arbitrator shall have no power to alter, modify, add to, or subtract from the previous provisions of this Agreement.

Their authority shall be limited to deciding whether a specific article and a section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties under the Michigan General School Laws or any other national, state, county, district, or local laws.

The decision of the arbitrator shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party hall bear their own expense in connection herewith.

The time limit provided in this article shall be strictly observed but may be extended by written agreement of both parties. In the event a grievance is filed after May 15, said grievance will be processed as soon thereafter as possible.

Miscellaneous Provisions

1. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person, provided, however, that any teacher may in no event be representative of any organization other than the Association.

2. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participant. Information in these files shall be private and confidential providing Public Acts of 197 can be so interpreted.

3. Decisions rendered at all levels other than Level One shall be in writing and shall be promptly transmitted to all parties of interest.

4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

5. Individuals may not arbitrate any contract issue without CEA authorization.

ARTICLE IV: TEACHING LOADS AND ASSIGNMENTS

A. The normal full-time weekly teaching load in the junior-senior high school will be fifteen (15) teaching blocks, one (1) daily Flex Time/Tutorial period during the opposite lunch, and five (5) unassigned preparation blocks based on the four (4)-instructional block day. The normal full-time weekly teaching load in the elementary school will be 35 teaching periods. Preparation periods prior to the opening of and immediately following the close of the class day are planned as part of the elementary teacher's day. When elementary students are assigned to another teacher (i.e. physical education, music, art) this will be a preparation period for the regular classroom teacher.

B. Teachers shall be entitled to a 30-minute duty-free lunch period.

C. The elementary schedule shall include a twenty (20)-minute recess each morning and each afternoon. Teachers shall supervise the recess on an alternating schedule.

D. Elementary teachers may teach the overload P.E. class during those periods of time their class is not included in the rotation.

E. Teachers are to be in their classrooms or attending to professional duties at least ten (10) minutes before the scheduled start of school and are to remain in the building ten (10) minutes after students are dismissed.

F. In the event a teacher in grades 6-12 is assigned to teach four instructional blocks per day in lieu of the normal three instructional blocks and one preparation block, the assignment shall be considered an overload. The teacher shall be compensated at the rate of four thousand five hundred dollars ($4,500) per semester for the additional instructional block.

G. Compensation for teachers filling in as principal.
    a. $50.00 per day.

ARTICLE V: PROTECTION OF TEACHERS

A. Control of the student in a classroom and the discipline of students in the classroom according to Board policy and procedures is the direct responsibility of the teacher. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide necessary assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board will render all reasonable assistance to the teacher in their defense.

D. The determination as to whether the time lost by a teacher under this article is chargeable, or non-chargeable, to sick leave will be made by the Board given due consideration to the circumstances of the incident.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board except in the case of negligence or neglect of duty, for any damage or loss to person or property.

ARTICLE VI: TEACHING RIGHTS/ASSOCIATION RIGHTS

Teacher Rights

A. Nothing contained herein shall be construed to deny or restrict any teacher rights they may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.

B. Under no conditions shall a teacher be required to drive a school bus as part of their regular assignment; however, in an emergency situation teachers may be asked to drive a school bus. The board shall assume liability for this action if determined by administration.

Association Rights

C. The Board agrees to furnish to the Association in response to reasonable requests, all publicly available information concerning the financial resources of the District, tentative budgetary requirements and allocation as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, music supplies and equipment, and similar materials are the tools of the teaching profession. Every teacher shall turn in a requisition to the Board by such other date as may be designated by the superintendent of schools. The teacher will be informed as soon as possible thereafter as to whether the requisitions shall be approved by the Board in full, in part, or not at all. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

E. Adequate parking facilities shall be made available to teachers for their use.

F. Each building principal shall be furnished, at the start of the scheduled school year, keys for teachers to the building and to the homerooms. These keys shall be returned by the teachers at the conclusion of the scheduled school year. In case of loss, the superintendent shall be notified as soon as possible.

G. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings; however, prior arrangements must be made before the intended meeting date and approval granted by the superintendent. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media or communication shall be made available to the Association and its members.

ARTICLE VII: QUALIFICATIONS AND ASSIGNMENTS

To be "qualified," a teacher must also meet the "highly qualified" requirements of the No Child Left Behind Act and related regulations. For purposes of reviewing teacher qualifications in accordance with the No Child Left Behind Act, a committee of four (4) members will be established. This committee will consist of two (2) members appointed by the superintendent and two (2) members chosen by the CEA.

ARTICLE VIII: VACANCIES, PROMOTIONS, AND TRANSFERS

A. A vacancy shall be defined for purposes of this agreement as a position within the bargaining unit in the Chassell School District presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of one semester or longer. No vacancy shall be filled, except in case of emergency and then only on a temporary basis, until such vacancy has been posted as provided for in paragraph B.

B. Vacancies shall be posted in a designated area of each district building and a copy of such posting sent to the Association President. Any qualified bargaining unit member may apply for such positions by submitting a written application to the superintendent within seven (7) school days of the posting date. During the summer recess, copies of all postings shall be placed in the designated areas of each district building and shall be sent to the Association President and all staff members who have provided the school district with stamped, self-addressed envelopes. Any qualified bargaining unit member during the summer recess may apply for such position by submitting a written application to the superintendent within fourteen (14) days of the posting date through August 15, and within seven (7) days of the posting date from August 15 to the start of the school year. Postings shall contain the following information: grade level, educational qualifications, educational specialties (if required or desired) and subject area. Bargaining unit members will have seven (7) school days following a vacation period during the school year to apply to positions posted during the vacation period.

C. In the event of openings in teaching or supervisory positions, postings will first be made internally. Any Schedule B position that becomes vacant shall be posted internally for a period of seven (7) school days or, in the summer months, for a period of seven (7) work days.

D. No professional staff member or candidate for such a position in the District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which the Board is responsible.

ARTICLE IX: COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.

B. Compensation over and above the regular salary schedule is set forth in Schedule B, and incorporated into this Agreement.

C. Teachers shall not be required to report or remain more than the scheduled school year or as individual contracts or assignments require.

D. Pay periods shall commence the second Friday of the scheduled year and shall continue on the alternate Fridays, making a total of twenty-six (26) pay periods a year. Upon request, each teacher will receive their salary paid in twenty-one (21) pay periods on alternate Fridays over the school year. Each teacher will sign a form indicating their preference during the first week of school. Teachers on the twenty-six pay period schedule may, upon request, receive all summer pay on the twenty-second pay period. Such requests must be made to the district office no later than May 1.

E. In the event a teacher is required or requested to give up their preparation time in order to cover another teacher's assignment, said teacher shall be compensated at the rate of forty ($40.00) per substitution OR can accrue up to 14 comp hours per year. Any unused comp will be reimbursed at the end of the school year. Comp hours can be used on an hourly basis. Five days advance notice to the office. Any notice less than five days requires administrative approval.

   A teacher will be paid the above rates only when the study hall or class they supervise is not a part of their regular daily schedule of classes.

F. Compensation and benefits will be prorated for teachers teaching less than a full teaching schedule.

G. The Board shall adopt policies which comply with Section 164(h)(1)(d) of PA 1080 of 2017 and communicate the details of those policies no later than October 1 of each year. Such policies shall not, in any way, be interpreted as to alter the provisions contained in this Collective Bargaining Agreement are found to be contrary to law by a court of competent jurisdiction.

CHASSELL TOWNSHIP SCHOOLS - SCHEDULE A

2025-2027 Teacher Salary Schedule (Years 1-2 of 3-Year Contract)
($1,000 increase to each cell from previous contract), Steps 13-25+ revised

Step	BA	BA+C	MA	MA+15	MA+30
0	39,284	40,852	42,421	43,984	45,551
1	40,917	42,560	44,199	45,842	47,481
2	42,549	44,267	45,982	47,695	49,411
3	44,182	45,971	47,761	49,551	51,339
4	45,815	47,678	49,543	51,406	53,271
5	47,443	49,384	51,321	53,264	55,201
6	49,073	51,092	53,103	55,115	57,128
7	50,707	52,796	54,883	56,973	59,062
8	52,336	54,505	56,665	58,829	60,989
9	53,972	56,208	58,448	60,683	62,919
10	55,603	57,914	60,227	62,540	64,850
11	57,287	59,676	62,065	64,456	66,842
12	57,991	60,379	62,768	65,159	67,545
13	58,491	60,879	63,268	65,659	68,045
14	58,991	61,379	63,768	66,159	68,545
15	59,491	61,879	64,268	66,659	69,045
16	59,991	62,379	64,768	67,159	69,545
17	60,491	62,879	65,278	67,659	70,045
18	60,991	63,379	65,768	68,159	70,545
19	61,491	63,879	66,268	68,659	71,045
20	61,991	64,379	66,768	69,159	71,545
21	62,491	64,879	67,268	69,659	72,045
22	62,991	65,379	67,768	70,159	72,545
23	63,491	65,879	68,268	70,659	73,045
24	63,991	66,379	68,768	71,159	73,545
25+	64,491	66,879	69,268	71,659	74,045

CHASSELL TOWNSHIP SCHOOLS - SCHEDULE A

2027-2028 Teacher Salary Schedule (Year 3 of 3-Year Contract)
($500 increase to each cell)

Step	BA	BA+C	MA	MA+15	MA+30
0	39,784	41,352	42,921	44,484	46,051
1	41,417	43,060	44,699	46,342	47,981
2	43,049	44,767	46,482	48,195	49,911
3	44,682	46,471	48,261	50,051	51,839
4	46,315	48,178	50,043	51,906	53,771
5	47,943	49,884	51,821	53,764	55,701
6	49,573	51,592	53,603	55,615	57,628
7	51,207	53,296	55,383	57,473	59,562
8	52,836	55,005	57,165	59,329	61,489
9	54,472	56,708	58,948	61,183	63,419
10	56,103	58,414	60,727	63,040	65,350
11	57,787	60,176	62,565	64,956	67,342
12	58,491	60,879	63,268	65,659	68,045
13	58,991	61,379	63,768	66,159	68,545
14	59,491	61,879	64,268	66,659	69,045
15	59,991	62,379	64,768	67,159	69,545
16	60,491	62,879	65,268	67,659	70,045
17	60,991	63,379	65,778	68,159	70,545
18	61,491	63,879	66,268	68,659	71,045
19	61,991	64,379	66,768	69,159	71,545
20	62,491	64,879	67,268	69,659	72,045
21	62,991	65,379	67,768	70,159	72,545
22	63,491	65,879	68,268	70,659	73,045
23	63,991	66,379	68,768	71,159	73,545
24	64,491	66,879	69,268	71,659	74,045
25+	64,991	67,379	69,768	72,159	74,545

SUPPLEMENT FOR COLLEGE CREDIT

Any teacher who attains 18 semester hours or a professional certificate, a Masters Degree, a Masters Degree plus 15 semester hours, or a Masters Degree plus 30 semester hours shall receive the appropriate adjustment in salary at the beginning of the school year or at the start of the second semester (prorated at 50%). Courses qualifying for movement on the salary grid under this article are to be approved in advance by the superintendent before enrollment; however, teachers may receive “blanket” approval in advance for all courses that are part of a planned program for Michigan professional certification or for a graduate degree. Such coursework must take place after an education degree is earned.

CREDIT FOR EXPERIENCE

Credit for experience outside the school system may be given by the Board. Full credit may be given for the first five (5) years, with further credit at the discretion of the Board, but no credit may be given for a fractional part of a year.

CHASSELL TOWNSHIP SCHOOLS

SCHEDULE B

Basketball - Varsity	4,500	Data Coach	500
Basketball - J.V.	3,200	E-Sports Advisor	350
Basketball - Assistant	1,250	Grant Writing*	up to $250
Basketball - Jr. High	1,100	*MTSS Coordinator	750 each (up to 2)
Basketball - Elementary (2 coaches)	300 (each)	*MTSS	750
*Child Care Center - Program Director	2,500	High School Quiz Bowl	550
Track - Head Coach	1,800	National Honor Society	390
Track - Assistant Coach	800	New Teacher Mentor	500
Track - Jr. High	800	*Peer-to-Peer	100
Cross Country	2,000	Robotics	1,500
Volleyball - Varsity	3,900	Robotics Assistant	500
Volleyball - JV	3,000	School Improvement	1,000 each (up to 2)
Volleyball - JH	650	Science Olympiad	550
Golf	1,000	Student Council	675
*Grade 12 Advisor	750	Summer Band (per performance)	50
*Grade 11 Advisor	370	Summer Newsletter	250
Camp Nesbit (advisor)	400	*Testing Coordinator	2,000
Camp Nesbit (assistant advisor)	300	*Virtual Learning	100

Instrumental Music and Choir

a. Concert - $500 per concert, maximum of 2 per year
b. Basketball - $50 per game, maximum of 15 games

Athletic Director

a. Administration - $4,000 - payout preference to be coordinated with business office
b. Event Supervision - $26/hour - hours to be determined in coordination with Superintendent, Athletic Director, and Event Supervisor(s)

* The Program Director position for the Chassell Child Care Center is an hourly position by default. If/when filled by a salaried staff member, the above stipend will apply.

* The Junior and Senior class advisors will be open for teachers to apply for and that teacher will stay with the class for two years, subject to Board approval.

* Grant Writing - teachers who write/apply for grants can earn 25% of each awarded grant amount up to $250 per grant.

* MTSS: $750 per MTSS member OR 2 personal days. Election of compensation will be made by team member(s) to administration by October 1 of each new school year. MTSS Coordinator (1 Elem. and 1 MS/HS) ($750 per coordinator per year unless time scheduled into teacher's daily schedule).

* Peer-to-Peer and * Virtual Learning: $100 per student per semester, outside of typical class duties.

* Testing Coordinator stipend to be earned when time is not part of the teacher's daily schedule (outside of typical class duties).

The programs under this schedule apply only if the Board offers the programs and the teachers show an interest.

PROFESSIONAL COMPENSATION SECTION

INSURANCE PROTECTION

A. The specific MESSA Medical Plans available to eligible employees are determined by the Coalition Team of the Upper Peninsula Area Purchasing Agreement (UPAPA). Plans will be decided by the Coalition Team each September for implementation on the following January 1. Should the district no longer participate in the UPAPA, or if the UPAPA no longer exists, the existing MESSA plans will be in place until other plans are negotiated. Dental, vision, life and long term disability benefits are still subject to this collection bargaining and are listed elsewhere in this contract. ***insurance section to be updated at next contract revision following the updates noted in Appendix A and B of this contract document***

The District shall pay the following annual amounts toward the total cost of the MESSA Medical plans available to members inclusive of medical premium and "Health Equity" (HEQ) Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.

2025 Calendar Year

Single Coverage - $7,718.26/year	($643.19/month)
2-Person Coverage - $16,141.28/year	($1,345.11/month)
Family Coverage - $21,049.85/year	($1,754.16/month)

2026 Calendar Year

Single Coverage - $7,942.09/year	($661.84/month)
2-Person Coverage - $16,609.38/year	($1,384.12/month)
Family Coverage - $21,660.30/year	($1,805.03/month)

These annual District paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

Employees who enroll in a Choices medical plan shall have all of the District Hard Cap contribution paid toward the MESSA medical plan premium.

Should the premium be below the Hard Cap, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By the first paycheck in January any employee will receive a lump sum payment in any method the employee selects below:

- A stipend paid separate from the regular payroll check
- A contribution to the member's tax deferred account: (403b, 457, etc.)
- A contribution to their Flexible Spending Account (FSA) or may have any deductibles and copays reimbursed by the employer up to the Hard Cap.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary to pre-tax contributions to employee's HSA accounts administered through HEQ.

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

For the 2026 medical benefit plan coverage year, employees shall have the following MESSA medical plans available in MESSA Packages:

1. MESSA Package 1 MESSA Choices, $1,000/$2,000, $20 OV, 3Tier
2. MESSA Package 2 MESSA ABC Plan 2, $2,000/$4,000, 3Tier

3. MESSA Package 3 MESSA Choices, $1,000/$2,000, $20 OV, 5Tier
4. MESSA Package 4 MESSA ABC Plan 2, $2,000/$4,000, 5Tier Rx, 20% coinsurance
5. MESSA Package 5 MESSA Balance+, $1,700/$3,400, Balance+ Rx, 20% coinsurance

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level is MESSA ABC Plan 1 and MESSA ABC Plan 2, the deductible will automatically adjust to meet the federal minimum requirement.

All other non-medical MESSA Ancillary benefits described (below, in this Article/Section/etc.) shall be fully employer paid and provided to all employees in the bargaining unit.

Non-medical MESSA Package B benefits:

1. MESSA Life Insurance
    a. $30,000

2. AD&D Coverage
    a. $30,000

3. MESSA/Delta Dental Plan
    a. Class I - 100%
    b. Class II - 90%
    c. Class III - 80%
    d. Class IV - 80%
    e. Annual Max Class I, II, II: $3,000, Lifetime Max Class IV: $3,000
    f. Adult Orthodontics: No
    g. Sealants: No
    h. Cleanings: 2 per year

4. MESSA/Vision Service Plan
    a. VSP 3 Plus P

Teachers electing not to take health insurance coverage will be paid a “cash-in-lieu” stipend of:

$650.00 per month

Teachers employed on a part-time basis will be responsible for payment of a prorated portion of the premium as described in paragraph C below.

B. In the event an employee is terminated during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve month insurance year earned at the time of termination. The employee may continue their health care coverage subject to the underwriting guidelines of the current carrier at their own expense, for the balance of the layoff year when coverage is no longer provided.

C. A teacher must work at least two instructional blocks per day in order to be eligible for the payment of insurance benefits and premium payments by the Board. The Board will pay a prorated equivalent of insurance cost toward the purchase of insurance benefits for any regular teacher, employed in a teaching position, who works two or more instructional blocks per day. This proration will be based on the self only, two persons, or full family rate, whichever applies to the teacher for whom the benefits are prorated.

D. If a teacher is laid off or retires at the end of the school year, they will continue to receive their health insurance coverage through August of that year. If a teacher carrying an insurance policy through the district passes away, the district will cover insurance through August of that year.

ARTICLE X: ALCOHOLISM AND DRUG ABUSE

A. The employer agrees not to perform random testing, testing prior to promotion or the award of tenure, periodic testing, or testing as a part of any physical or psychological examinations otherwise required. The employer may perform drug and/or alcohol testing upon individualized reasonable suspicion. The cost of the test will be paid by the District.

B. The association and employer jointly agree that sick leave may be used by employees to gain treatment for alcohol and drug abuse and/or drug abuse problems. Employees may use accumulated sick leave for extended treatment on two separate occasions. Accumulated sick leave may be used without limit for individual visits to recognized professionals that provide treatment.

C. The written report of the result of an investigation of actual or alleged alcohol and/or drug abuse shall be promptly reported to the respective bargaining unit member.

ARTICLE XI: COMMUNICABLE DISEASES

A. Communicable diseases shall be defined by the Michigan Department of Public Health. It is recognized that students with acute infectious communicable diseases will be excluded from school pursuant to rules promulgated by the Department of Health. It is further recognized that students with chronic or ongoing communicable diseases whose transmission can be avoided by reasonable hygienic procedures and environmental management may, given individual circumstances of the case, not be excludable from school.

B. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school to the extent permitted by law. The employer shall provide instruction in hygienic practices and management to members coming into contact with students having such communicable diseases.

C. A bargaining unit member contracting a communicable disease shall have no fewer rights to continued employment with the employer than the rights afforded to a student to attend school.

ARTICLE XII: SICK LEAVE AND OTHER LEAVES

A. Leave benefits described in this article are for full-time teachers who are employed in teaching positions. Teachers who are employed on a part-time basis or for part of the school year will be granted leave in proportion to the time employed. For example, a teacher who is employed half-time will receive six (6) sick days and two and a half (2.5) personal leave days per year.

B. Physical Examinations

1. The board may, when in the best interest of the school and for good cause, require any teacher to submit to a physical/psychological/psychiatric exam at board expense.

2. In the event that the results of the examination are not acceptable to either party, the services of a recognized clinical hospital may be obtained for this examination. The results of the clinical examination shall supersede that of the original physician. The expense is to be borne by the dissatisfied party.

C. Partial Disability

In case of partial disability which may incapacitate the teacher from discharging their full teaching duties, such teacher's assignment may be adapted to their ability and proportional salary adjustment made, whenever practical.

D. Sick Leave Allowance

1. A teacher anticipating an absence will notify the building principal as soon as possible. All teachers will maintain a lesson plan book which will include a class roster. The lesson plan for the upcoming week will be turned in to the principal on Friday. The location of plans will be made known to the principal.

2. The Chassell Board of Education grants to each regular part-time and/or full-time teacher, excepting those classified as substitutes or hired on a day-to-day basis, annual allowance of sick leave days subject to rules and regulations controlling the number of days, use, and accumulation of the same.

3. Each teacher shall receive sick days at the rate of twelve (12) days per year. The days shall become effective when the teacher reports for duty as authorized. In the event a teacher's employment terminates, or the teacher is hired after the beginning of the school year, the above twelve days shall be prorated to the time employed. In the event of overpayment, any necessary payroll deductions shall be made on the teacher's last paycheck.

    a. Sick leave may be utilized subject to the following conditions:
        i. Personal illness or physical disability of the employee.
        ii. Illness or death in the immediate family, up to ten days per incident.
        iii. Quarantining of the employee in the case of contagious diseases - the quarantining having been imposed by the proper health authorities.
        iv. Sick leave as such does not apply just preceding or following a holiday or vacation period without an M.D.'s written statement.

4. At the end of the year any unused portion of the teacher's allowance, up to a maximum of twelve (12) days in any one school year, shall be allowed to accumulate in reserve for said teacher to a maximum of no more than one hundred eighty (180) days.

5. Illness in the immediate family is defined as illness of a spouse, mother, father, sister, brother, child, and grandparents. Requests for sick leave for persons outside of the immediate family may be submitted to the Superintendent and, if approved, will be charged against accumulated sick leave.

6. Each teacher employed by the Board of Education shall be allowed the regular allotted sick leave days each year with full pay in case of non-compensable illness or injury. In the case of illness or injury compensated by the Michigan State Accident Fund, the teacher's salary will be the difference between his regular salary and the amount paid by the Michigan State Accident Fund Insurance, for the duration of the contract year. In such instances accumulated sick leave shall be reduced on a pro-rata basis.

7. Sick leave for teachers employed on part-time, or for part of the school year, will be granted in proportion to the time employed.

8. A statement of sick leave account will be presented to each teacher on request.

9. A teacher who is absent for a portion of the day due to accident or illness shall be charged one hour of sick leave for each period they are absent.

10. The teacher shall, on request of the board or designee, present a doctor's certificate or other proof of illness satisfactory to the board covering the full period of absence for which they are to be paid.

11. All properly chargeable absences for one-half day or more shall be subtracted from the employee's accrued sick leave, but in no case shall the debit be more than five (5) days for any calendar week. This applies whether or not the work is absorbed by others or assumed by a substitute.

12. In case of serious accident, illness, and/or emergency surgery, requiring extended medical care or hospitalization, additional sick leave up to one-half of the individual's accumulated total, at the beginning of the year, may be granted at the discretion of the superintendent and subject to the approval of the board.

E. Pay for Unused Sick Leave

Any teacher with fifteen (15) years of service to the Chassell School District shall be paid at the time of retirement fifty dollars ($50.00) per day for their unused sick leave up to 180 days.

F. Unpaid Leave of Absence

A non-probationary teacher who is unable to work because of personal illness, injury, or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for up to the remainder of the school year.

G. Funeral Leave

Funeral leave is defined as time necessary for attendance at the funeral of a member of the immediate family or for funeral services of a person where professional relationship in the Chassell District warrants such attendance. Death in the immediate family means the death of a father, mother, spouse, parents of spouse, sister, brother, child, brothers and sisters of spouse, spouses of brothers and sisters, and grandparents. Requests for funeral leave for persons outside of the immediate family may be submitted to the superintendent and, if approved, will be charged against accumulated sick leave.

H. Military Leave

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States. Length of such leave shall be limited to two years, unless national emergency warrants otherwise. Teachers on military leave shall be given the benefit of all salary increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.

I. Conferences

When a teacher shall be assigned by the superintendent, or submit a request which is approved by the superintendent to attend meetings, conferences, or other activities, the exact amount of expenses as agreed upon by both parties shall be paid in addition to no loss of salary to the teacher.

J. Jury Duty

Teachers called for jury duty shall be paid their regular salary with no deduction from sick leave or loss of pay. Teachers shall sign over their jury duty checks to the district unless the jury duty check exceeds their salary, in which case the board shall deduct a day's salary for each day the employee retains jury duty pay.

K. Extended Leave

The following leave of absence without pay may be granted upon application with the approval of the superintendent and board: up to one (1) year for full-time graduate study at a college or university providing the study is related to the employee's teaching. This leave must be applied for by March 15 for the leave to apply the following year. An employee granted leave under Article XIII, K, shall be eligible to continue their healthcare coverage, subject to the underwriting guidelines of the current carrier, during this leave, at their own expense. Upon return from such leave, provided a job is available for which the teacher is qualified, such teacher shall be placed at the same position on the salary schedule as when they left.

L. Local Association Business

A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from the regular duties without the loss of salary.

M. Association Education Leave

The board shall credit the Association with three (3) teacher days for professional business. These days are to be used for the purpose of attending conferences, workshops, or seminars conducted by the Michigan and National Education Association and/or affiliate departments thereof.

N. Professional Business Days

1. At the beginning of the school year, each teacher shall be credited with two (2) professional business days. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify the principal at least one week in advance of the absence.

2. Professional business days shall be used for the purpose of (1) visitation to view other institutional techniques or programs, or (2) conferences, workshops or seminars conducted by colleges and universities. The teacher may be requested to file a written report within one week after attendance at such visitation, conference, workshop, or seminar.

3. Professional business days shall not accumulate from year to year.

4. The use of professional business days shall not be charged against the teacher's sick leave account, nor shall any deduction in pay be made.

5. Attendance at a ceremony awarding a degree will be limited to only that staff member who is to receive the degree and for such a portion of the day as is necessary.

6. Additional professional business days may be granted at the discretion of the superintendent.

O. Personal Leave Days

Five (5) personal leave days may be granted annually to each teacher to be used for other purposes without loss of pay for time involved, nor will personal days be charged against the teacher's sick leave account. Such requests for personal leave shall be submitted to the superintendent at least five (5) days prior to the date said leave is desired. Unused personal leave days cannot be carried over to the next year as personal leave. Any personal leave days up to the maximum of three (3) that remain unused at the end of the school year will be credited to the teacher's accumulated sick leave.

P. Maternity Leave

In the event that a teacher who is expecting a child or has given birth to a child is unable to perform her duties, said teacher may use her sick days until such time as she is able to return to work. Upon giving the Board of Education a sixty (60) calendar day notice, unpaid maternity leave for a period of up to one (1) year shall be granted by the Board for child care purposes. A teacher shall be allowed to resume and continue the job the teacher held prior to the taking of the leave, provided the teacher returns at the conclusion of the FMLA authorized leave (i.e. up to 12 work weeks). If a teacher's absence due to a child care leave exceeds the FMLA leave period, the teacher shall be returned to any open vacancy for which the teacher is qualified, at the district's discretion.

Q. Sick Leave Bank

A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of 50 days. The pool shall be created by a voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of seven (7) sick days by a member in any given year. The contribution of sick days to the pool may be made only once each year, during the last week of the school year.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of two members of the association and two members of the administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for child care purposes, unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of their personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the association upon request.

ARTICLE XIII: ASSOCIATION MEMBERSHIP

A. The Chassell Education Association/CCEA/MEA/NEA agrees to indemnify and save the Board, their agents, and each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that may arise out of or by reason of, action taken by the Board or any of its agents for the purpose of complying with this article.

B. The Board recognizes the legal obligation incumbent upon bargaining unit members to contribute to the Association dues or service fees as established by the Association and that such a contribution represents the unit member's obligation to pay their fair share for the services by the Association. Thus, any teacher who is not a member of the Association in good standing or who does not make an application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Association.

C. In the event that a teacher shall not pay such service fee directly to the Association, the Board recognizes the right of the Association to pursue legal remedies for those teachers who are in non-compliance with regard to the dues and/or service fee provision of this contract and such teacher's membership contract with the Association.

ARTICLE XIV: EQUAL EDUCATIONAL OPPORTUNITY

The Chassell Township Board of Education and the Chassell Education Association/CCEA/MEA/NEA recognize the Board is committed to a policy of affording equal opportunity to all its employees, students, applications for employment, and applicants for admission without regard to race, religion, color, national origin, age or sex, except when sex is a bona fide occupational qualification. The Board is also committed to a policy of education and employing disabled individuals without discrimination. These policies are to be implemented with due regard for the relative qualifications of all involved.

ARTICLE XV: SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XVI: EMPLOYEE DISCIPLINE

A. Whenever a disciplinary measure is being administered to a teacher or the teacher is being questioned about a matter for which it is reasonable to conclude that discipline of the teacher could result, the teacher will be advised that they have the option to have an Association representative present or to waive such representation.

ARTICLE XVII: SCHOOL IMPROVEMENT

The conditions which follow shall govern employee participation in any and all plans, programs, or projects included in the terms site based decision making, school improvement (excluding the composition of school improvement committees established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277), effective schools, as provided in Public Act 25 1990 or other similar plans:

1. In the event that any provision(s) of a school improvement plan (SIP) or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail (excluding the composition of school improvement committees established under section 1277 of the Revised School Code, 1976 PA 451, MCL 380.1277).

2. Copies of all building level school improvement plan reports, minutes, and recommendations shall be provided to the Association president, grievance chair, and P.N. chair by the superintendent.

3. Employee participation in any and all plans, programs, or projects included in the term “SIP” is voluntary.

4. The Master Agreement may not be modified in whole or in part except by mutual, written agreement by the Associated and the Board.

ARTICLE XVIII: MEDICALLY FRAGILE STUDENTS

When a general education classroom teacher is assigned a medically fragile student, the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain their bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures that may be necessary on occasion due to the student's impaired condition.

ARTICLE XIX: MISCELLANEOUS

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Association will be presented five (5) additional copies.

C. "An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided within the local government and school district fiscal accountability act."

ARTICLE XX: CALENDAR PROVISIONS

Chassell Township Schools will follow the calendar provided by the CCISD, with the ending date set so as to include 173 teacher/student days (which include six half-days for conferences and/or in-services) and the equivalent of two (2) additional days of teacher in-service, typically scheduled one before school and one on the common October in-service day. In the event that state requirements cannot be met using this time, additional days will be added at the end of the school year to meet those requirements, unless a different method is mutually agreed to.

In the event of snow days or delays and other school closings that require make-up to be eligible for state aid, time will be added at the end of the school year.

*****New language from attached LOA dated 12/02/2025 - (will replace the above two paragraphs on next contract update)***

Chassell Township School will follow the common calendar adopted by the CCISD. Each school year's calendar will be made available to staff and stakeholders prior to the start of the school year. The District shall provide at least 180 instructional days (and at least the minimum instructional hours) as required by Michigan law. If state requirements are not met due to school closings, delays, or other unforeseen circumstances, the District will add the necessary make-up time to the end of the school year unless another method is mutually agreed upon by the District and the Association.

ARTICLE XXI: JOINT LEADERSHIP COUNCIL

When topics of schoolwide interest are brought to the administrator(s) and there is joint feeling that the concern(s) require breadth of team-minded solutions, a Joint Leadership Council may be established and may include representatives from the following:

- At least two (2) appointed by the Board

- At least two (2) appointed by the Association (with an effort to have diverse inclusion of staff, such as representation from elementary and MS/HS)
- District administrator(s)

A chairperson shall be elected by a majority vote of the Joint Leadership Council.

The council shall make an effort to meet no less than once per quarter during the regular school year and advise (report to) the Board on such matters as strategic planning, student discipline, student rights, teaching techniques, courses of study, textbooks, curriculum, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications, and related matters. When recommendations are submitted to the Board from the Joint Leadership Council, the Board shall act on such recommendations within thirty (30) days of their submission.

ARTICLE XXII: TEACHER EVALUATIONS

Decisions about evaluation of a "teacher" under the Revised School Code MCL 380.1249, or who is assigned to students in any grades K-12 as a "teacher of record" ("classroom teacher") will be made as stated below. The parties agree that the procedures established below constitute clear and transparent procedures as required under Revised School Code MCL1248.

Beginning with the 2024-25 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system consistent with MCL sections 1249 and 1249a of the Revised School Code and the Teachers' Tenure Act. The performance Evaluation System shall:

- Not take place the first two weeks or last two weeks of the school year, nor the week before a scheduled break.
- Administrators and teachers agree to schedule all formal observations during mutually agreed terms.
- Include specific performance goals identified by the Administrator in consultation with the teacher, to improve their effectiveness in the upcoming school year.
- Provide timely and constructive feedback.
- Include clear approaches to measuring growth with relevant data on student growth.
- Any change to the policy regarding the evaluation system shall be done with the advice and consent of both parties.

ARTICLE XXIII: DURATION OF AGREEMENT

The provisions of this Agreement will be effective as of July 21, 2025, and will continue and remain in full force and effect until June 30, 2028.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their signatures on the date and year written below.

CHASSELL EDUCATION ASSOCIATION (CEA)/CCEA/MEA/NEA

By _____ Date _____
Mark Ware, President

CHASSELL TOWNSHIP SCHOOLS BOARD OF EDUCATION

By _____ Date _____
Peter Torola, President

APPENDIX A: LETTER OF AGREEMENT - INSURANCE AND CALENDAR

LETTER OF AGREEMENT

Between Chassell Township Schools Board of Education **and** Chassell Education Association (CEA)

Re: *Medical Benefit Plan Provider Change and Revision to Calendar Provision*

This Letter of Agreement ("LOA") is entered into by and between the Chassell Township Schools Board of Education and the Chassell Education Association. The parties agree to the following terms as a one-time modification and clarification to the current collective bargaining agreement ("CBA").

1.) PURPOSE OF AGREEMENT

a.) The purpose of this LOA is to (1) authorize a change to the medical benefit plan provider offered to bargaining unit members, and (2) revise the language of Article XX (Calendar Provisions) of the CBA regarding the school calendar provision. Except as expressly modified herein, all other terms and conditions of the CBA remain unchanged.

2.) MEDICAL BENEFIT PLAN PROVIDER CHANGE

a.) The District and Association mutually agree to replace the current medical insurance provider, effective January 1, 2026, with the following plan provider: **Western Michigan Health Insurance Pool/The Pool**.

b.) This change shall apply to all eligible bargaining unit members subject to the terms of the CBA.

c.) Premium contributions, plan designs, and employee cost-sharing obligations shall be as outlined in the documents provided from **The Pool** and the **Chassell/CCISD Business Office**.

d.) This LOA shall serve as the formal agreement required to implement the provider transition during the term of the current CBA. All parties acknowledge that this change is being made to ensure continued access to quality medical coverage and fiscal responsibility for both employees and the District.

3.) REVISION TO ARTICLE XX: CALENDAR PROVISIONS

a.) Current Language:

i.) Chassell Township Schools will follow the calendar provided by the CCISD, with the ending date set so as to include 173 teacher/student days (which include six half-days for conferences and/or in-services) and the equivalent of two (2) additional days of teacher in-service, typically scheduled one before school and one on the common October in-service day. In the event that state requirements cannot be met using this time, additional days will be added at the end of the school year to meet those requirements, unless a different method is mutually agreed to.

ii.) In the event of snow days or delays and other school closings that require make-up to be eligible for state aid, time will be added at the end of the school year.

b.) Proposed Revisions

i.) Chassell Township School will follow the common calendar adopted by the CCISD. Each school year's calendar will be made available to staff and stakeholders prior to the start of the school year. The District shall provide at least 180 instructional days (and at least

the minimum instructional hours) as required by Michigan law. If state requirements are not met due to school closings, delays, or other unforeseen circumstances, the District will add the necessary make-up time to the end of the school year unless another method is mutually agreed upon by the District and the Association.

4.) SCOPE AND DURATION

a.) The terms of this LOA shall become effective upon ratification by both the District and the Association.

b.) Except for the specific modifications described in Sections 2 and 3, all provisions of the CBA remain in full force and effect.

c.) This LOA shall expire concurrently with the current CBA unless incorporated into a successor agreement or extended by mutual written consent.

5.) SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Letter of Agreement on the dates shown below.

For the Chassell Board of Education:	**For the Chassell Education Association:**
Name/Signature: _____	Name/Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX B: LETTER OF AGREEMENT - INSURANCE PREMIUM UNDER HARD CAP

LETTER OF AGREEMENT

Between Chassell Township Schools Board of Education **and** Chassell Education Association (CEA)

Re: *Modification of Insurance Premium Differential Compensation*

This Letter of Agreement ("LOA") is entered into by and between the Chassell Township Schools Board of Education and the Chassell Education Association.

1.) PURPOSE OF AGREEMENT

a.) The purpose of this LOA is to modify existing collective bargaining agreement language related to compensation provided to employees who elect a negotiated medical insurance plan with a premium below the District's agreed-upon maximum premium contribution.

2.) AGREEMENT

a.) The parties mutually agree to replace the current language regarding compensation for premiums below the District's maximum contribution with revised language providing compensation through a single method, as outlined below.

3.) REVISED CONTRACT LANGUAGE

a.) Effective January 1, 2026, the following language shall replace the existing provision in Article IX under the Professional Compensation Section → Insurance Protection of the Collective Bargaining Agreement:

b.) Current Language:

Should the premium be below the Hard Cap, the employee is entitled to compensation equal to the difference between the employer's maximum contribution and the premium of the plan they elected. By the first paycheck in January any employee will receive a lump sum payment in any method the employee selects below:

- A stipend paid separate from the regular payroll check
- A contribution to the member's tax deferred account: (403b, 457, etc.)
- A contribution to their Flexible Spending Account (FSA) or may have any deductibles and copays reimbursed by the employer up to the Hard Cap.

c.) Proposed Revisions

In the event an employee elects a negotiated medical insurance plan for which the premium is below the District's agreed-upon maximum premium contribution, the employee shall receive compensation equal to the difference between the employer's maximum contribution and the premium of the plan elected. Such compensation shall be provided as one of the following options. If choosing between Options A and B, the employee must notify the business office no later than November 30 (for the December payment) and May 31 (for the June payment) of each school year. If choosing Option C, the employee must notify the business office no later than November 30 (for the upcoming plan year's differential payments to begin in January).

- **Option A**: **two lump-sum employer contributions to the employee's Health Savings Account (HSA).** The contributions shall be made no later than June 30 and December 31 of each plan year, provided the employee is HSA-eligible.
- **Option B**: **two lump-sum taxable payments through the District's regular payroll process** and shall not be considered part of the employee's base salary. The payments shall be made no later than June 30 and December 31 of each plan year.
- **Option C: a monthly taxable premium differential through the District's regular payroll process** and not considered part of the employee's base salary.

Note on Option B:

Compensation provided under this provision shall not be used in the calculation of retirement benefits, overtime, or any other fringe benefits unless otherwise required by law.

Special Note: One-Time Transition Provision

Notwithstanding the payment schedule outlined above, **for the 2026 plan year only**, eligible employees shall receive payment of the **full annual premium differential owed for the 2026 year** no later than February 27, 2026, in the option elected by the employee (HSA contribution or payment through regular payroll). This provision is a one-time transition accommodation and shall not apply to any subsequent plan year.

4.) SCOPE AND DURATION

a.) The terms of this LOA shall become effective upon ratification by both the District and the Association.

b.) Except as expressly modified herein, all other terms and conditions of the Collective Bargaining Agreement remain in full force and effect.

c.) This LOA shall remain in effect for the duration of the current Collective Bargaining Agreement unless modified by mutual written agreement of the parties.

5.) SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Letter of Agreement on the dates shown below.

For the Chassell Board of Education:	**For the Chassell Education Association:**
Name/Signature: _____	Name/Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____