

Over the Fence.....

Agreements to Extend Contracts with WEA & MESPA III



LETTER OF UNDERSTANDING  
Between the  
WATERFORD SCHOOL DISTRICT  
And the  
WATERFORD EDUCATION ASSOCIATION (WATERFORD EA)

The parties agree to extend the current Master Agreement (August 26, 2004 – August 29, 2007) with the provision that either party may terminate this agreement with ten (10) days written notice to the other party.

Unless terminated by either party as per the provision above, the Letter of Understanding shall become null and void upon the approval and ratification of a successor to the current (August 26, 2004 – August 29, 2007) Master Agreement.

Kevin F. Aldrich 8/28/07      Troy S. Bewley 8/28/07  
For the Board                      Date                      For the Association                      Date

LETTER OF UNDERSTANDING  
Between the  
WATERFORD SCHOOL DISTRICT  
And the  
WATERFORD MICHIGAN EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION III (WATERFORD MESPA III)

The parties agree to extend the current Master Agreement (July 1, 2004 – June 30, 2007) with the provision that either party may terminate the agreement with ten (10) days written notice to the other party.

Unless terminated by either party as per the provision above, this Letter of Understanding shall become null and void upon the approval and ratification of successor to the current (July 1, 2004 – June 30, 2007) Master Agreement.

Kevin F. Aldrich 6/29/07                      Delores L. Holm 6/28/07  
For the Board                      Date                      For the Association                      Date







**WHEREAS**, the Factfinder issued his report dated July 9, 2008 containing recommendations regarding certain unsettled negotiation issues, including that of health care benefit plan, and

**WHEREAS**, the Factfinder recommended that the Waterford School District's proposal regarding health care benefit plan be adopted by all parties and placed within the respective successor collective bargaining agreements, and

**WHEREAS**, the parties have conducted negotiations regarding the recommendations within the Factfinder's report, specifically including that of health care benefit plan, and

**WHEREAS**, the bargaining representatives for each and all of the employee bargaining units have advised that they continue to refuse to accept the Waterford School District's proposal regarding health care benefit plan, as recommended by the Factfinder and continue to propose their original health care benefit plan, "MESSA Choices," and

**WHEREAS**, despite extensive negotiations occurring over nearly sixteen (16) months, including mediation and factfinding under the auspices of the Michigan Employment Relations Commission, the parties have been unable to reach a mutual agreement regarding the subject of health care benefit plan, and

**WHEREAS**, other than modest variations regarding certain employee co-pays and/or charges all parties have maintained their original respective proposals regarding the specific health care benefit plan and plan administrator, as proposed in May 2007, to wit: the Waterford Health Plan (Waterford School District) and MESSA Choices (all four bargaining representatives).

**NOW, THEREFORE BE IT RESOLVED THAT:**

1. The Waterford School District hereby implements and puts into operation, effective November 1, 2008, or as soon thereafter as possible, the health care benefit plan known as the Waterford Health Plan, replacing the health care benefit plan known as "MESSA Choices" for all eligible employees within the bargaining units represented for purposes of collective bargaining by the Waterford Education Association, MEA/NEA, Waterford MESPA I, MEA/NEA, Waterford MESPA II, MEA/NEA, and Waterford MESPA III, MEA/NEA, and
2. The Superintendent or his designee be authorized to issue any notices or other communication legally required or otherwise deemed advisable in connection with implementation of the Waterford Health Plan and discontinuation of the MESSA Choices health care benefit plan, and
3. The Waterford School District immediately take those actions necessary to complete enrollment of the effected employees within the Waterford Health Plan by November 1, 2008 or as soon thereafter as possible, and



4. The Waterford School District recognizes that health care benefit plan is a mandatory subject of collective bargaining and will continue to meet at reasonable times and confer in good faith with respect to this subject with each and all of the exclusive bargaining representative(s) for employees within the Waterford Education Association, MEA/NEA, Waterford MESPA I, MEA/NEA, Waterford MESPA II, MEA/NEA, and Waterford MESPA III, MEA/NEA bargaining units, and
5. The action herein taken regarding the health care benefit plan is subject to further negotiations with the respective exclusive bargaining representative(s) and to any change, modification, or other agreement reached in the course of collective bargaining.
6. The contract extension agreement(s), between the Waterford School District and the Waterford Education Association, MEA/NEA, Waterford MESPA I, MEA/NEA, Waterford MESPA II, MEA/NEA, and Waterford MESPA III, MEA/NEA are hereby terminated effective November 1, 2008, to the extent that such provide for a health care benefit plan other than the Waterford Health Plan as herein adopted. The Superintendent of Schools is directed to provide the unions with no less than ten (10) days notice of this termination.

AYES:                      Members:      Petrusha, Larkin, Seeterlin, Poehlman, Himmelspach,  
Hudson, and Smith

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NAYS:                      Members:      None

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MEMBERS  
ABSTAINING OR  
NOT PRESENT:              Members:      None

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**RESOLUTION DECLARED ADOPTED.**

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Virginia Poehlman  
Treasurer, Board of Education





I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of Waterford School District, County of Oakland, Michigan, at a regular meeting held on the 18<sup>th</sup> day of September, 2008, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings as Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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Virginia Poehlman  
Treasurer, Board of Education

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MESPA III  
June 2, 2008

**SALARY**

07-08 School year Freeze salary, steps given  
08-09 School year 2% on schedule  
09-10 School year 1% ON and 1% OFF

Including the attached reclassifications and two-tier system.

*Delbert L. Folsom 6/5/08 12:44 pm*

*Paul F. Aldrich 6/5/08 2:25 pm*