

LETTER OF AGREEMENT
between
MORLEY-STANWOOD COMMUNITY SCHOOLS
BOARD OF EDUCATION
and
MORLEY-STANWOOD SUPPORT PERSONNEL ASSOCIATION

AGENCY FEE AGREEMENT

The Board of Education of the Morley-Stanwood Community Schools (“Employer”) and the Morley-Stanwood Support Personnel Association, MEA/NEA (“Association”) desire to prevent the divisiveness and interference with employee relationships that may occur when some members of the collective bargaining unit receive the benefits of representation by the Association without paying their fair share for those benefits. The Employer and Association acknowledge that Public Act 349 was not given immediate effect so that they may decide whether to enter into an agreement excluded from the prohibitions of PA 349 prior to the effective date of PA 349. In consideration of the benefits to both the Employer and Association of an agency shop arrangement, the parties hereby agree as follows:

The parties specifically acknowledge and recognize that the provisions of 2012 Public Act 53, if currently operative, would preclude the Employer’s ability to make voluntary deductions of union membership dues or service fees. Should the provisions of 2012 Public Act 53 be restored to operation either by judicial order or through an enactment of a successor statute prohibiting payroll deduction of union dues and/or service fees, the Employer shall immediately discontinue deduction of dues and service fees otherwise required by this provision.

A. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of professional duties, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, less any amounts not permitted by law; provided, however, that the bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, at the request of the Association, deduct the service fee from the member's salary and remit the same to the Association under the procedure provided below.

B. Payment by a bargaining unit member of a service fee to the Association is, pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payment for such fee through payroll deduction. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association, after observance of the following procedures:

1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B above.
3. The Board, upon receipt of request for involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall be restricted to the

question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

C. With respect to all sums deducted by Employer pursuant to this Section, Employer agrees promptly to disburse said sums directly to the Association.

D. A member paying the service fee provided for herein, or whose service fees have been deducted by Employer from his or her salary, may object to the use of service fee for matters not permitted by law. The procedure for making such objections is that officially adopted by the Association. A copy of the Association Policy Regarding Objections to Political-Ideological Expenditures will be provided by the Association upon a request of a bargaining unit member.

E. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement.

F. Persons becoming members of the collective bargaining unit during the course of a school year shall have their service fee prorated over the school year.

G. The Association will certify, at least annually to Employer, fifteen (15) days prior to the date of the first payroll deduction for dues or service fees, the amount of said dues and the amount of the service fee to be deducted by Employer, and that said service fee includes only those amounts permitted by the Agency Fee Agreement and by law.

H. In exchange for the continuation of the agency shop union security arrangement, as described in the preceding paragraphs of the Letter of Agreement, the Association agrees to make the following modifications to the provisions of the Master Contract For Teachers 2012-2013 collective bargaining agreement between the Employer and the Association:

- Letter of Agreement, Article 11 Section A, 21st day of March, 2013
- Letter of Agreement, Article 15 Section Q, 21st day of March 2013

I. The amendments to the collective bargaining agreement identified in paragraph H. of this Letter of Agreement shall become effective upon ratification for the 2013-14 school year and shall be regarded at that time as the existing terms and conditions of employment with respect to their subject matter.

J. Should any of the provisions of this Agency Fee Agreement be found contrary to law by a court or administrative agency of competent jurisdiction, it is the intent of the Employer and Association that only the portion of the Agency Fee Agreement found contrary to law shall be stricken and all other parts or portions of this Agency Fee Agreement shall remain in full force and effect. A determination that a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of the collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

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between
MORLEY-STANWOOD COMMUNITY SCHOOLS
BOARD OF EDUCATION

and
MORLEY-STANWOOD SUPPORT PERSONNEL ASSOCIATION

This letter of Agreement is entered into this 22 day of March, 2013 between the Board of Education of the Morley-Stanwood Community Schools (hereinafter referred to as the "Employer") and the Morley-Stanwood Support Personnel Association, MEA/NEA (hereinafter referred to as the "Association") with an effective date of July 1st 2013.

The Association agrees to a non-precedent setting waiver of Article 11 Section 1 to allow the Employer to reduce Para-Professionals by 1 sick day for the school years in which the Letter of Agreement on Agency Shop known as the "Agency Fee Agreement" is in force. Upon termination of the Letter of Agreement on Agency Shop known as the "Agency Fee Agreement" (i.e. termination of Agency Shop), due to the termination date or any unforeseen circumstances, this Letter of Agreement will revert back to the current contract.

MORLEY-STANWOOD COMMUNITY
SCHOOL BOARD OF EDUCATION

MORLEY-STANWOOD SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

By: [Signature]

By: [Signature]

Its: Superintendent 3-26-13

Its: President Support

By: _____

By: [Signature]

Its: _____

Its: Treasurer

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The Association agrees to a non-precedent setting waiver of Article 15 Section Q as follows:

Q. When a driver takes an extra trip during the time of his/her regularly scheduled run(s), he/she shall not be compensated for the regular run(s) missed, subject to the following adjustment. They shall be compensated only at the extra trip rate (i.e. the driver upon election to work the extra trip shall not be paid his/her regular run(s) compensation.) This non-precedent setting waiver of Article 15 Section Q shall be in force for the school year 2013-2014 in which the Letter of Agreement on Agency Shop known as the "Agency Fee Agreement" is in force. Upon termination of the Letter of Agreement on Agency Shop known as the "Agency Fee Agreement" (i.e. termination of Agency Shop), due to termination before June 30th 2014 or any unforeseen circumstances, this Letter of Agreement will revert back to the current contract, Article 15 Section Q.

MORLEY-STANWOOD COMMUNITY
SCHOOL BOARD OF EDUCATION

MORLEY-STANWOOD SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

By: [Signature]

By: [Signature]

Its: Superintendent

Its: President Support

By: _____

By: [Signature]

Its: _____


Its: Treasurer


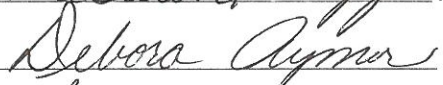
K. This Agency Fee Agreement shall be effective immediately upon ratification, which in no event shall be later than March 26, 2013, and shall continue in full force and effect while the Association remains the exclusive collective bargaining representative until its expiration on June 30, 2016. Should a court or administrative agency of competent jurisdiction determine that the length of this Agency Fee Agreement is contrary to law, then it is the intent of the parties that this Agency Fee Agreement continue in effect for the longest period of time allowed by law. Should this Agency Fee Agreement be determined to be unlawful and no longer in effect, then any agency fee agreement contained in The Master Contract For Support Personnel 2012-2014 between the parties shall immediately go into full force and effect for the length of time allowed by that agreement.

L. Additionally, should any terms of the Letter of Agreement result in a denial or loss of appropriations to the Employer, or result in any penalty or other adverse financial consequence to amounts otherwise appropriated to the Employer (or that would be appropriated), such portion(s) of this Letter of Agreement shall immediately be nullified and inoperative including attached letters of agreements.

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MORLEY-STANWOOD SUPPORT
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By: 
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