AGENCY FEE AGREEMENT
BETWEEN
ROMULUS COMMUNITY SCHOOLS BOARD OF EDUCATION
AND
THE WAYNE COUNTY MEA/NEA

The Board of Education of the Romulus Community School District ("Employer") and the Wayne County MEA/NEA ("Association or Union") in consideration of the benefits to both the Employer and Association of an agency shop arrangement, hereby agree as follows:

A. The Employee is hereby granted the privilege for payroll deductions for annual dues to the Union and its association affiliates (REA, MEA, NEA). The signed statements of all Employees who desire payroll dues deducted for the first semester shall be presented to the Board business office by September.

B. Additional staff hired during the year shall have a thirty (30) day option for payroll deduction. The Union shall at least thirty (30) days prior to the beginning of each school year give written notification to the business office of the amount of dues which are to be deducted that school year. The business offices will deduct 1/20 of the total of such annual dues from the Employee's paycheck in twenty (20) pay periods commencing with the second payroll in September and will remit amount withheld to the Union monthly. The bookkeeping office will provide the Union with a payroll deduction membership list each semester. The Union shall indemnify and save harmless the Employer against and from any and all claims, demands, suits, or other forms of liability, and all attorney, court or administrative agency costs which may arise out of reason of action taken by the Employer for the purpose of complying with this Agreement.

C. Upon written authorization from the Employee, the Employer shall deduct from the salary of any Employee and make appropriate remittance for voluntary contributions to annuities, credit union, hospitalization, income taxes, charitable donations, or any other plans or programs jointly approved by the Union and the Employer.

D. Any Employee who is not a member in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall, as a condition of employment, pay as a representation fee to the Union an amount to be determined by the Union but in no event to exceed membership dues payable to the Union and its association affiliates, provided, however, that the Employee may authorize payroll deduction for such fee in the same manner as provided in paragraph E of this Agreement.

E. In the event that an Employee covered by Section D above does not join the Union or tender his/her representation fee to the Union, either directly or through a voluntary deduction authorization as provided above, by the thirtieth (30th) day as required, such Employee shall be terminated in conformance with the Michigan Teacher Tenure Act; provided the Union has complied with the following:

1. Fulfillment of its fiduciary obligations by sending written notice to the Employee that he/she has an obligation to tender dues or representation fee, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice must be sent to the Employer.

2. Fulfillment of its responsibility by sending written notice to the Employee (copy to the Employer) that he/she has not fulfilled his/her obligation by the requisite date or reasonable period of time thereafter and that a request for his/her termination was being made to the Employer.

3. By stating in the request for termination that such request is in conformance with the provisions of this Agreement, that the Employee has not complied with his/her obligation, and that it is an official request of the Union.

F. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, costs, suits, or other forms of liability, and all attorney fees, court or administrative agency costs that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Agreement.

G. 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 all or a portion of this Agency Fee Agreement is contrary to law shall not affect the terms and conditions of *any* collective bargaining agreement, which shall remain in full force and effect for the life of that agreement.

H. This Agency Fee Agreement shall be effective immediately upon ratification by both the Union membership and Romulus Community Schools Board of Education, 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 August 15th, 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.

I. The Employer and the Union recognize that the enforcement of Public Act 53 of 2012 has currently been enjoined by order of the United States District Court for the Eastern District of Michigan. The parties agree that, as a result of that Court Order, the dues/representation fee deduction provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, subject to further decisions of courts or administrative agencies of competent jurisdiction.

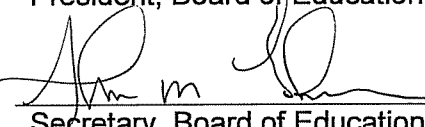**Wayne County, MEA/NEA**

By: _____
    Wayne County MEA/NEA

By: _____
    REA Chief Negotiator

By: _____
    REA President

Romulus Community Schools

By: _____
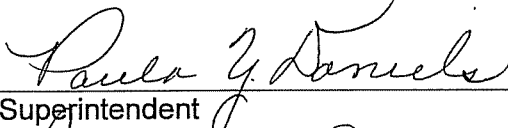   President, Board of Education

By: _____
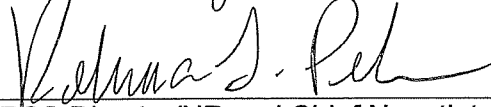   Secretary, Board of Education

By: _____
    Superintendent

By: _____
    RCS Director/HR and Chief Negotiator