



Waverly Community Schools

Regular Meeting

Monday, August 13, 2012 6:30 PM

Agenda of Regular Meeting

The Board of Education Waverly Community Schools

A Regular meeting of the Board of Education of Waverly Community Schools will be held August 13, 2012, beginning at 6:30 PM in the Board Room, 515 Snow Road, Lansing, MI.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call to Order and Pledge to the Flag - President Britt Slocum
- II. Special Presentations
- III. Correspondence - Secretary Mary Ann Martin
- IV. Public Comment
- V. Student Representative Report
- VI. Board Member Comment
- VII. Adoption of Meeting Agenda
- VIII. ***Approval of Minutes 3
- IX. Presentation of Reports
 - A. Finance & Personnel
 - 1. ***Recommendation to approve Report #12-13, Financial Recommendation 8
 - 2. Recommendation to approve Report #12-14, Resolution before Michigan Employment Relations Commission (MERC); Case No. C11 K-206 9
 - 3. Recommendation to approve Report #12-15, Personnel Recommendations 10
 - 4. Recommendation to approve Report #12-16, Letter of Agreement - Waverly Educational Support Personnel Association ("WESPA") Article 17 (revised) 11
- X. Superintendent's Report
- XI. Public Comment
- XII. Other Board Business
- XIII. Adjournment
- XIV. ***Consent Agenda

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
ORGANIZATIONAL MEETING
July 9, 2012**

Opening of Meeting

The organizational meeting of the Waverly Community Schools Board of Education was called to order by President Britt Slocum at 6:08 p.m. in the Board Room of the Administrative Center, 515 Snow Road, Lansing, Michigan.

Members Present:

Mr. Britt Slocum, President
Mrs. Angela Witwer, Vice President
Mary Ann Martin, Secretary
Mrs. Melissa Sherry, Treasurer
Mrs. Kimberly Smith, Vice Secretary-Treasurer
Mr. Calvin Jones, Trustee
Mr. David Percival, Trustee

Staff Present:

Mr. Terry Urquhart, Superintendent
Ms. Rebecca Pease

Pledge

Rebecca Pease led the Pledge of Allegiance.

Board Pledge

The Board recited the Board Member Pledge in unison.

Correspondence

None

Public Comment

None

Board Member Comment

Board members welcomed Superintendent Urquhart to Waverly.

Adoption of Agenda

Superintendent Urquhart reported Report #12-09, Financial Recommendation, had been revised and a copy was at the Board table for each Board member.

A motion was presented by Member Jones and supported by Member **Sherry**. MOTION: The Board of Education adopt the meeting agenda as revised.

Motion carried. VOTE: AYES – 7; NAYS – 0.

******Approval of Minutes***

The minutes of the Public Hearing of June 11, 2012, the regular Board meeting of June 11, 2012, and the special Board meeting of June 22, 2012 were approved as presented.

Designation of Date, Time, and Location of Board Meetings – Report #12-01 – For Action

A motion was presented by Member Martin and supported by Member Smith. MOTION: The Board of Education establish its meeting calendar as follows:

Designation of Date, Time, and Location of Board Meetings – Report #12-01 – For Action (cont.)

| <u>2012</u> | <u>2013</u> |
|------------------------|---------------------------|
| August 13* | January 14* |
| September 10+ | February 11+ |
| September 24 | February 25 (High School) |
| October 8* | March 11* |
| November 12+ (Elmwood) | April 15* |
| November 26 | May 13+ |
| December 10* | May 28 (Tuesday) |
| | June 10+ |
| | June 24 |

All regular meetings will begin at 7:30 P.M. and will be held in the Administrative Center’s Board Room. Meetings held on the second Monday of the month, when there are two meetings that month, will be preceded by Advisory Committee meetings beginning at 6:00 p.m.

- * denotes one meeting per month
- + denotes meeting preceded at 6:00 p.m. by Advisory Committee meetings
- ^ denotes Tuesday night meeting due to the Memorial Day holiday

A special organizational meeting of the Board of Education for the 2013-2014 school year will be held on Monday, July 8, 2013 at 6:00 p.m.

Board work/study sessions will be held on August 22, October 24, January 23, and March 26 at a site to be determined.

Member Witwer indicated she had a request from the public to change the starting time of Board meetings. Discussion took place with various options proposed.

An amendment to the original motion was presented by Member Martin and supported by Member Witwer. MOTION: The starting time of Board of Education meetings will be 6:30 p.m., with the starting time of Advisory Committee meetings being 5:00 p.m.

Amended motion carried. VOTE: AYES – 7; NAYS – 0.

Original motion carried. VOTE: AYES – 7; NAYS – 0.

******Annual Designation of School Depositories – Report #12-02 – For Action***

The Board of Education designated the depositories for Waverly Community Schools’ monies and banking transactions for the 2012-2013 school year as presented in Report #11-02.

*****Designation of Professional Service Consultants – Attorneys – Report #12-03 – For Action**

The Board of Education approved retaining Thrun Law Firm, P.C., to address legal issues of the school district.

*****Designation of Audit Firm for 2012-2013 – Report #12-04 – For Action**

The Board of Education designated Plante & Moran, PLLC, Certified Public Accountants, to audit the district's financial records for the second year of a three-year proposal at a cost of \$20,000.

*****Annual Designation of Authorized Signatories – Report #12-05 – For Action**

The Board of Education designated the signatories for Waverly Community Schools' banking and investment transactions for the 2012-2013 fiscal year, as presented in Report #12-05.

*****Designation of Person to Post Meetings – Report #12-06 – For Action**

The Recording Secretary to the Board of Education was designated as the person to post meetings of the Board. In her absence, the Superintendent shall appoint a person to post individual meetings as required.

*****Designation of Charitable Giving Fiscal Agents – Report #12-07 – For Action**

The Board of Education selected the Capital Area United Way and the Waverly Education Foundation as its charitable giving campaign fiscal agents for the 2012-2013 school year.

*****Membership Resolution – Michigan High School Athletic Association – Report #12-08 – For Action**

The Board of Education adopted the resolution to continue its membership and relationship with the Michigan High School Athletic Association for the year August 1, 2012 through July 31, 2013.

Finance & Personnel Advisory Committee Report

Member Sherry reported the Finance & Personnel Advisory Committee met on June 11, 2012. Attending were Member Jones and Member Sherry, Business Manager Evan Nuffer, and Vytav Virskus of Millenium Energy. Absent was Member Martin. Agenda items included Energy Assessment Presentation by Millenium Energy; 2012-2013 Budget; State Aid Note Loan Program; contracting custodial services; and Teamsters concessions.

*****Financial Recommendation – Report #12-09 – For Action**

The Board approved the treasurer's report as presented.

Service Contract Award for Technical and Energy Assessment – Report #12-10 – For Action

A motion was presented by Member Sherry and supported by Member Jones. The Board of Education award a service contract to Millenium Energy for a comprehensive Technical and Energy Assessment of Waverly Community Schools.

Motion carried. VOTE: AYES – 7; NAYS – 0.

Personnel Recommendations – Report #12-11 – For Action

A motion was presented by Member Sherry and supported by Member Smith. MOTION: The Board of Education approve the resignation of Elizabeth Williams (High School lunch assistant) and the transfer of Dean Sunderlin (from High School Custodian to Skilled Maintenance)

Motion carried. VOTE: AYES – 7; NAYS – 0.

*****Extended Field Trip – For Information**

An extended field trip request submitted by Varsity Football Coach Anthony Walker has been approved. The Varsity Football team will travel by bus to Sauk Valley Resort in Brooklyn, Michigan, departing August 5, 2012, and returning August 8, 2012. Coach Walker and his football staff will be accompanying

Extended Field Trip (cont.)

the team. Approximately 50-60 students will be attending. The estimated cost per students is \$150. It is planned that each student's room and board will be paid for through fundraising.

Superintendent's Report

Superintendent Urquhart thanked Board members and members of the community who take an active part in decisions that need to be made. He stated his interaction with employees during his first few days has been positive. Mr. Urquhart announced the focus of the Cabinet and Leadership Team would be on student achievement. Currently the major focus is to hire a High School principal. Interviews are beginning next week. The interview team will then recommend a couple of candidates to the Superintendent and Director of Human Resources for further consideration.

Public Comment

None

Other Board Business

Member Witwer inquired if there is a press release or community welcome planned for Superintendent Urquhart.

President Slocum invited Board members to his house on Tuesday, July 17 from 6:00-8:00 p.m. for a cook-out.

Member Jones thanked Member Witwer and her company for a recent presentation at the Armory which he described as well done.

Adjournment

The meeting adjourned at 6:53 p.m.

Respectfully submitted,

Mary Ann Martin, Secretary

***Consent Agenda

rlp

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
July 30, 2012**

Opening of Meeting

The regular meeting of the Waverly Community Schools Board of Education was called to order by President Britt Slocum at 7:34 a.m. in the Board Room of the Waverly Community Schools Administrative Office, 515 Snow Road, Lansing, Michigan.

Members Present:

Mr. Britt Slocum, President
Mrs. Angela Witwer, Vice President
Mrs. MaryAnn Martin, Secretary
Mrs. Melissa Sherry, Treasurer
Mrs. Kimberly Smith, Vice Secretary/Treasurer
Mr. Calvin Jones, Trustee

Member Absent:

Mr. Dave Percival, Trustee

Others Present:

Mr. Terry Urquhart, Superintendent
Rebecca Pease

Purpose: The purpose of the meeting was discussion of and action on a personnel recommendation.

Personnel Recommendation – Report #12-12 – For Action

A motion was presented by Member Martin and supported by Member Sherry. MOTION: The Board of Education approves the hiring of Troy Lindley (High School Principal) effective August 6, 2012.

Superintendent Urquhart described the interview process, resulting in the recommendation to hire Mr. Lindley.

VOTE: AYES – 6; NAYS – 0 (Member Percival absent).

Other Board Business

Mr. Urquhart discussed the realignment of the high school administrative staff and the release of students from the District.

Adjournment

The meeting adjourned at 8:07 a.m.

Respectfully submitted,

Mary Ann Martin, Secretary

rlp

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR BOARD MEETING
August 13, 2012**

Report #12-13

FOR ACTION***

Subject: Financial Recommendation

Recommendation:

It is recommended the following be approved:

Approval of Treasurer's Report:

The cash balance as of June 30, 2012 was \$3,130,778.55. Receipts during July, consisting of property taxes, state aid and other revenues in the amount of \$2,079,597.14, minus disbursements during July of \$1,955,895.36, left the district with a General Fund cash balance, as of June 30, 2012, of \$3,254,480.33.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR BOARD MEETING
August 13, 2012**

Report #12-14

FOR ACTION

Subject:

Resolution to authorize and consent to the Michigan Association of School Boards filing an *Amicus Curiae* brief in MERC Case No. C11 K-206; Docket No. 11-000588

Recommendation:

The Superintendent recommends the Board of Education approve the resolution to authorize and consent to the Michigan Association of School Boards filing an *Amicus Curiae* brief in MERC Case No. C11 K-206; Docket No. 11-000588

Statement of Purpose:

The Michigan Association of School Boards has requested the consent of the Board of Education to file an *Amicus Curiae* brief on behalf of Waverly Community Schools should the Ingham County Education Association/Waverly Education Association appeal the ruling of the Administrative Law Judge to the Michigan Employment Relations Commission

Budget Impact:

Not applicable

Historical Perspective:

On July 10, 2012 the Administrative Law Judge in the above dispute issued a Decision and Recommended Order dismissing unfair labor practice charges brought by the Ingham County Education Association/Waverly Education Association (WEA) against Waverly Community Schools, finding that such Charges initiated by the union were without merit. The WEA has until September 4 to file an appeal to the above matter.

Discussion of Options:

The Board of Education can adopt the resolution as presented, or reject the resolution

Rationale for Recommendation:

The MASB Legal Trust Fund (LTF) grants assistance to Michigan school boards involved in litigation having statewide significance, in the way of financial support and amicus curie briefs, to help school districts at all levels of litigation.

Strategic Plan Reference:

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
August 13, 2012**

Report #12-15

FOR ACTION

Subject: **Personnel Recommendations**

A. Retirement – Certified

| <u>Name</u> | <u>Position</u> | <u>Years</u> | <u>Effective</u> |
|--------------|------------------------------------|--------------|------------------|
| Susan Stahly | East 6 th Grade Teacher | 33 Years | 8/27/12 |

B. Resignation –Certified

| <u>Name</u> | <u>Position</u> | <u>Reason</u> | <u>Effective</u> |
|-------------|-----------------|---------------|------------------|
| Lili Risser | Spanish Teacher | Personal | 7/19/12 |

C. Retirement –Non Certified

| <u>Name</u> | <u>Position</u> | <u>Years</u> | <u>Effective</u> |
|---------------|-----------------------|--------------|------------------|
| Hector Juarez | Winans Head Custodian | 28 Years | 7/27/12 |

D. Employment – Certified

| <u>Name</u> | <u>Position</u> | <u>Step/Salary</u> | <u>Effective</u> |
|----------------|--------------------|-----------------------|------------------|
| Lance Kinstner | MS English Teacher | BA+0, Step 1/\$39,002 | |

E. Employment – Non Certified

| <u>Name</u> | <u>Position</u> | <u>Class/Salary</u> | <u>Effective</u> |
|-------------------|-------------------------|---------------------|------------------|
| Kelly Lynch | Colt Lunch Assistant | Class G/\$9.57 | 8/22/12 |
| Donna Wise | MS Lunch Assistant | Class G/\$9.57 | 8/22/12 |
| Karen Dymond | HS Lunch Assistant | Class G/\$9.57 | 8/22/12 |
| Maureen Chartrand | Elmwood Lunch Assistant | Class G/\$9.57 | 8/22/12 |

F. Transfer –Administrative

| <u>Name</u> | <u>Position</u> | <u>Step/Pay</u> | <u>Effective</u> |
|------------------|---|------------------|------------------|
| Christopher Huff | From: HS Dean/Athletic Director To: HS Assistant Principal | Step 0/ \$80,136 | 8/10/12 |

G. Transfer –Certified

| <u>Name</u> | <u>Position</u> | <u>Step/Pay</u> | <u>Effective</u> |
|-------------------|--|------------------|------------------|
| Anthony Terranova | From: HS Dean To: HS Social Studies Teacher | Step 9/ \$71,269 | 8/28/12 |

H. Transfer –Non Certified

| <u>Name</u> | <u>Position</u> | <u>Class/Pay</u> | <u>Effective</u> |
|-------------|---|------------------|------------------|
| Tammy Davis | From: Elmwood Head Custodian To: HS Head Custodian | A/\$16.73 | 7/30/12 |

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
August 13, 2012**

Report #12-16

FOR ACTION

Subject:

Letter of Agreement - Waverly Educational Support Personnel Association (“WESPA”) Article 17 (revised)

Recommendation:

The Superintendent recommends the Board approve the letter of agreement as negotiated between the Waverly Educational Support Personnel Association and the Board of Education as presented.

Statement of Purpose/Issue:

To approve the payroll deduction of union dues for WESPA.

Background Information:

PA 53 of 2012, when enacted, prohibited the collection of dues or services fees from any labor organization by a public school employer. At the time of the enactment of PA 53, WESPA was in contract negotiations with the Board and were forced to comply with this legislation, ultimately leading to changes in contract language in Article 17: Dues, Agency Shop and Payroll Deductions.

On June 11, 2012 a federal court issued an order prohibiting implementation of 2012 PA 53. Although not required by law, with a current bargaining agreement in place, the Letter of Agreement proposes changing the language in Article 17 to include the authorization to deduct union dues for 20 pays beginning in September and extending through June.

Budget Impact:

Not applicable

Options/Alternatives:

1. Approve the letter of agreement
2. Reject the letter of agreement and maintain current contract language

Rationale for Recommendation:

At no cost to the District, the change in language for Article 17 provides a benefit to the bargaining unit by eliminating its need to collect dues on behalf of its members.

LETTER OF AGREEMENT

between

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

WAVERLY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Re: Article 17/Dues, Agency Shop and Payroll Deductions

This Letter of Agreement is entered into between the Waverly Community Schools Board of Education (hereinafter the "Board") and the Waverly Educational Support Personnel Association (hereinafter the "Association").

As a result of the order of the Court in *Bailey, et al v Callaghan, et al*, _____ F Supp _____, 2012 WL 2115300 (ED Mich) issued on or about June 11, 2012 granting a preliminary injunction against the implementation of 2012 Public Act 53 amending Section 10(1)(b) of the Public Employment Relations Act, the parties agree as follows:

1. Article 17 of the 2011-2013 Master Agreement between the Board and the Association shall no longer be in effect as of the date the Board and the Association both approve this Letter of Agreement.

2. Effective with the approval of this Letter of Agreement by the Board and the Association (as evidenced by their signatures below), the attached replacement for Article 17 (attached hereto and hereinafter identified as "Article 17*") shall be considered incorporated into the parties' 2011-2013 Master Agreement and shall be given full force and effect as soon as it is administratively possible to do so, but shall not have any retroactive effect.

3. The purpose of this Letter of Agreement is to restore payroll deduction of Association dues and service fees that was discontinued as a result of the enactment of 2012 Public Act 53, which enactment subsequently was found to be legally unenforceable pursuant to the litigation referenced above. In the event that said injunction is dissolved, vacated or reversed on appeal (i.e., thereby resulting in the validity of 2012 Public Act 53), the attached version of Article 17* will no longer be operative and the originally ratified provisions of Article 17 within the 2011-2013 Master Agreement shall again become valid for the duration of that Agreement.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION**

**WAVERLY EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2012

Date: _____, 2012

ARTICLE 17*: DUES DEDUCTION, AGENCY SHOP, AND PAYROLL DEDUCTIONS

A. Association Membership

The Association is required under this Agreement to represent all of the members in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the members in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each member in the bargaining unit pay equally for benefits received and that each assume his/her fair share of the cost of representation.

B. District Responsibility

During the employment interview the District shall inform potential candidates of the Master Agreement and the agency shop provision. The District shall notify the Association of any newly employed bargaining unit member prior to his/her first day of employment. The District shall deduct the authorized amount due from each member's pay and transmit the total deduction to the Association within twenty (20) workdays following such deduction, together with a listing of each member for whom deductions were made, except that the District shall not be required to make deductions authorized by a member during any pay period such employee did not provide services to the District unless such member was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The District shall use its best effort to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.

C. Financial Responsibility

Each bargaining unit member shall, as a condition of employment, on or before thirty (30) calendar days from the commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a Service Fee to the Association, equivalent to the amount of dues uniformly required of members of the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee.

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 District shall, pursuant to MCL 408.477; and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:

1. The procedure in all cases of non-payment of the service fee where the Association has requested involuntary wage deduction shall be as follows:
 - a. 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) workdays for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the District in the event compliance is not affected.

- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the District to make such deduction pursuant to Paragraph B above.
 - c. The District, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited 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.
2. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the remaining paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) workdays following deduction.

D. Service Fee

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a “Policy Regarding Objections to Political-Ideological Expenditures.” That Policy, and the administrative procedures (including the timetable for payment), applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated twenty (20) workdays following the Association’s notification to non-members of the service fee for that given school year.

The Association will certify at least annually to the District, the amount of service fees to be deducted by the District, and that said service fee includes only those amounts permitted by this Agreement and by law. This notice shall be provided at least ten (10) workdays prior to the first deduction.

The Association agrees to promptly notify the District of any future litigation where an order has been issued preventing the Association from implementing its “Policy Regarding Objections to Political-Ideological Expenditures” or any successor policy pertaining to the same subject matter. If such an order is entered, the parties shall promptly meet to examine the impact of the order upon the Service Fee provisions of this Article. In the event of the entry of such an order, the District shall place service fees into an escrow account, until such time as a final order is issued.

E. Dues Authorization

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. The amount of said dues shall be that amount which the Association designates in writing during the first two weeks of September of each year. Such authorization shall continue in effect from year-to-year until revoked by the member, according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the District shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member during the first twenty (20) pay periods, beginning in September and ending in June of each year.

F. Payroll Deduction

Upon written authorization from the bargaining unit member, the Employer shall make payroll deduction for MEA-sponsored Financial Services programs, MESSA programs not fully District-paid, annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Employer.

Nothing in this Article shall be interpreted or applied to require involuntary deduction of employee contributions to political action funds of the Association. Such deductions shall only be made with the affirmative written and voluntary consent of the bargaining unit member, on file with the District, in accordance with applicable statutory provisions.

G. Religious Objections

A bargaining unit member who, because of sincerely held religious beliefs or practices or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment.

A bargaining unit member claiming a religious objection shall notify the President of the Association, in writing, of his/her objection and the basis therefore. Upon receipt of the notification, the President of the Association shall convene a meeting between the governing body of the Association, an administrative representative of the District, and the objecting member to enable the objecting member to articulate the religious belief or practice upon which the objection is premised. If the bargaining unit member has no religious objections to membership in the local Association, he/she may pay the sum equal to the service fee to the local Association. In the event that the bargaining unit member has a sincere religious objection to membership in the Association as well as its state and national affiliates, such bargaining unit member shall be required, in lieu of periodic dues, services fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to the Waverly Community Schools Education Foundation, or the American Red Cross, or any other charitable organization mutually designated by the Association and the District.

H. Save Harmless

The Association agrees to indemnify and save the District, including each individual school board member and administrator, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, the application of this Article.

In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through counsel mutually agreeable to the parties. Provided, the District shall give timely notice of such action to the Association and permit Association intervention as a party if it so desires. The District will give full and complete cooperation to the Association and Counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels. The Association shall have complete authority to compromise and settle all claims, which it defends, under this Section. However, no such settlement shall obligate the Board to take or refrain from taking any action or involve the expenditure of funds of the District, without prior formal authorization and approval of the Board. If a court of competent jurisdiction in which the District resides rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees, as outlined in Section C, shall cease.

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