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ARTICLE XXIV
AGENCY SERVICE FEE

A. Agency Fee

1. The District agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.
2. With respect to all sums deducted by the District for membership dues or agency fees, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
3. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

B. Religious Objectors

1. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of an agency fee, sums equal to such agency fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:
 - a. Desert Community United Fund
 - b. Victor Elementary Education Foundation
 - c. Assistance League – Operation School Bell
2. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment through payroll deduction to an appropriate charity as described above.

C. Grievance and Dispute Resolution

1. Neither the Association nor individual unit members may file a Grievance regarding any administration of agency fees.
2. Any dispute as to the amount of the agency fee shall be resolved pursuant to the regulations of the Public Employment Relations Board.

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2 D. Indemnification:

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4 Association, CTA and/or NEA agrees to indemnify and financially hold harmless the
5 District, its Governing Board, officers and administrators against any and all claims,
6 demands, costs, lawsuits, including attorney fees incurred in defending said persons or
7 District, or any other form of liability or expense, including but not limited to, all court or
8 administrative agency costs, that may arise out of or by reason of action taken by the District
9 for the purpose of complying with this Memorandum. The District shall promptly notify the
10 Association of any civil, administrative or other action taken against the District as a result of
11 its compliance with this Memorandum.

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13 E. Should SB 1960 be repealed, agency fee requirements would remain in effect only
14 through the termination of the collective bargaining agreement in place at the time of the
15 legislative repeal, and the parties agree to meet and renegotiate.