

UPPER PERKIOMEN SCHOOL DISTRICT
Education Center
2229 East Buck Road
Pennsburg, PA 18073

SPECIAL MEETING AGENDA
December 12, 2019
6:00 p.m.

I. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

II. PUBLIC COMMENTS ON AGENDA ITEMS ONLY

III. ACTION ITEMS

- A. Motion to approve the 2019-2022 Professional Agreement between the Upper Perkiomen Board of School Directors and the Upper Perkiomen Education Association.
- B. Motion to approve a Memorandum of Understanding between the Upper Perkiomen Education Association and the Upper Perkiomen School District regarding the Fair Share provision in the 2016-2019 Professional Agreement and its possible inclusion in the successor agreement. (Attachment A)

IV. PUBLIC COMMENTS

V. BOARD COMMENTS

VI. ADJOURNMENT

Memorandum of Understanding

Between the
Upper Perkiomen Education Association
And
Upper Perkiomen School District

The parties hereby agree to the following:

The Upper Perkiomen Education Association and the Upper Perkiomen School District are parties to a collective bargaining agreement effective December 12, 2019 to June 30, 2022 (the “Contract”).

The previous Contract had a Fair Share provision, which was located at Article VIII/D.

The U.S. Supreme Court issued a ruling on June 27, 2018, in *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448, 2456, 201 L.Ed.2d 924 (2018), that public sector unions can no longer collect fair share fees from nonmembers.

As a result of the *Janus* decision, Article VIII/D shall not be included in the successor Contract. In the event that the restriction on the collection of Fair Share fees decided in the Supreme Court decision in *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448, 2456, 201 L.Ed.2d 924 (2018) is reversed or the collection of Fair Share fees is deemed legal through an unappealable determination in some other manner, to the extent applicable the language from Article VIII/D of the former 2016-2019 Contract shall be reinstated and placed in the Contract then in effect between the Upper Perkiomen Education Association and Upper Perkiomen School District the following school year unless such language from Article VIII/D is deemed to be inconsistent with new legislation or new legal requirements as determined by the District.

Notwithstanding the foregoing, the Association shall indemnify, defend and hold harmless the Board, each individual Board member, the Receiver, the administration and the administrative employees harmless against any and all claims, demands, suits, loss or expense, liability, claims for back pay, attorney's fees, court or administrative agency costs or any other liability that shall arise out of any claim, suit, action, proceeding or grievance relating to the implementation of this Memorandum of Understanding. The Association shall, at its own cost and expense, defend any such claim, suit, action, proceeding or grievance, whether groundless or not, which may be commenced against the Board, the Receiver, individual Board members, the administrative or administrative employees by reason of this provision of the Memorandum of Understanding, and the Association shall pay any and all judgments which may be recovered in any such action, claim, proceeding, suit or grievance, and defray any and all expenses, including costs and attorney's fees, which may be incurred in or by reason of such action, claim, proceeding, suit or grievance. Attorneys employed by the Board, the Receiver or its agents shall not enter into any matter pursuant to this MOU unless the Association does not fulfill its responsibilities as are set forth herein.

Robert LaSalle, UPEA President

Date

Dr. Allyn Roche, Superintendent of Schools

Date