

(6) Any negotiated agreement that includes a representation fee also shall contain a provision that requires that an amount of revenue equal to 25% of the annual representation fees collected and maintained by the local bargaining representative be designated for professional development for represented educators.

(7) This subsection shall apply only to employees who are hired on or after October 1, 2004.

6-504.

(a) A public school employee may refuse to join or participate in the activities of employee organizations.

(b) (1) In Montgomery County [and], Allegany County, AND CHARLES COUNTY, the County Board, with respect to noncertificated employees, shall negotiate a structure of reasonable service fees to be charged nonmembers for representation in negotiations and grievance matters by employee organizations.

(2) IN CHARLES COUNTY, THE PROVISIONS OF THIS SUBSECTION SHALL APPLY ONLY TO EMPLOYEES HIRED ON OR AFTER JULY 1, 2005.

(c) In Prince George's County, the County Board shall negotiate an organizational security provision, commonly known as "agency shop", with employee organizations.

(d) (1) In Anne Arundel County and Baltimore County, the County Board, with respect to noncertificated employees, may negotiate a structure of reasonable service fees to be charged nonmembers for representation in negotiations and grievance matters by employee organizations.

(2) In Anne Arundel County, if the County Board negotiates a structure of fees as authorized under this subsection:

(i) Each party shall:

1. Confer in good faith, at all reasonable times; and
2. Reduce to writing the matters agreed on as a result of the negotiations; and

(ii) Neither party is required to agree to any proposal or to make any concession.

(3) (i) The provisions of this paragraph apply if an agency or representation fee is negotiated in Baltimore County.

(ii) 1. Subject to the provisions of sub-subparagraph 2 of this subparagraph, the employee organization designated as the exclusive representative for the public school employees shall indemnify and hold harmless the Board of Education of Baltimore County against any and all claims, demands, suits, or any other forms of liability that may arise out of, or by reason of, action taken by the Board for the purpose of complying with any of the agency or representation fee provisions of the negotiated agreement.