

DEFINITIONS

“Affiliate” means

- a. Any organization subject to the constitution, bylaws, or similar governing documents of a teachers union;
- b. Any organization with a constitution, bylaws, or similar governing document that a teachers union is subject to;
- c. Any organization that receives a regular portion of the dues or fees collected by a teachers union from its members pursuant to the constitution, bylaws, or similar governing documents of such organization or the teachers union; or
- d. A political committee or political organization controlled by a teachers union.

“Benefits” means employee insurance, leave time, and sick leave benefits.

“Compensation” means salary and benefits for professional employees.

“Good faith” means honesty, fairness, and lawfulness of purpose with the absence of any intent to defraud, act maliciously, or take unfair advantage; or the observance of reasonable standards of fair dealing.

“Local education organization” or “teachers union” means any organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, as defined in Idaho Code §33-1272, excluding administrative personnel, as their representative organization for negotiations, as well as any organization seeking such status.

“Majority of professional employees” means fifty percent (50%) plus one (1) of the professional employees.

“Negotiations” means publicly meeting and conferring in good faith by the board and the authorized teachers union for the purpose of reaching an agreement upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties and not otherwise prohibited by Idaho Code §33-1275 or any other applicable law.

“Negotiation agreement” means the employment matters and conditions mutually agreed upon in writing between the board of trustees and the local education organization.

“Professional employee” means any certificated employee of the school district, but excludes administrative personnel including superintendents, supervisors, or principals for the purposes of negotiations.

“Representational activities” means:

- a. Preparing, filing, or pursuing grievances;
- b. Representing professional employees in investigatory interviews, disciplinary proceedings or appeals up to and including termination, or other administrative or legal proceedings;
- c. Engaging in negotiations and any related mediation;
- d. Administering a negotiation agreement; and
- e. Participating in labor-management committees.

“Teachers union activities” means any of the following activities, including representational activities as defined herein, undertaking at the direction of, on behalf of, or to advance the purposes of a teachers union or its affiliates:

- a. Supporting or opposing any candidate for federal, state, or local public office;
- b. Influencing the passage or defeat of any federal or state legislation, federal or state regulation, local ordinance, or any ballot measure;
- c. Promoting or soliciting membership or participation in, or financial support of, a teachers union or its affiliate;
- d. Seeking to become the exclusive representative of all professional employees in a school district;
- e. Participating in the administration, business, or internal governance of a teachers union or its affiliates;
- f. Preparing, conducting, or attending teachers union or affiliate events, conferences, conventions, meetings, or trainings, unless such training is directly related to the performance of professional employees’ job duties;
- g. Distributing teachers union or affiliate communications; and
- h. Representing or speaking on behalf of a teachers union or its affiliate in any setting, venue, or procedure in which the school district is not a participant.

NEGOTIATIONS PROCESS

Either the board or the local education organization may make a request for negotiations. At its discretion, the board may request written evidence from the local education organization that it represents the majority of the professional employees for negotiations. The board may further request that the local education organization establish annually that it represents the majority of professional employees for negotiations prior to the commencement of negotiations. In order to

establish a local education organization's representative status, a local education organization must show that within the last two (2) years, fifty percent (50%) plus one (1) of the professional employees, as defined in Idaho Code §33-1272, indicated agreement to be represented by the local education organization for negotiation purposes. Evidence of fifty percent (50%) plus one (1) inconsistent with this provision shall not be counted in the establishment of representative status.

The individual(s) selected to represent the local education organization will be a member(s) of the organization designated to represent the professional employees and a professional employee(s) of the district. At its discretion, the board may designate any individual(s) as its representative(s) for negotiations. However, in the event the board chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district, the local education organization is authorized to designate any individual(s) of its choosing to represent the organization for negotiations. Negotiations will only occur between the respective designated representatives.

Negotiations will consist of meeting and conferring in good faith on those matters specified in any such negotiation agreement between the board and the local education organization. In the event a conflict exists between the negotiated agreement and state or federal law, state or federal law will prevail unless a provision exists allowing the negotiated agreement to prevail. The board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

NEGOTIATED AGREEMENT TERMS

If provided by a negotiated agreement:

1. A professional employee may be granted time off without pay or benefits to engage in teachers union activities, and a teachers union may compensate a professional employee for engaging in teachers union activities.
2. A professional employee may use compensated personal leave, whether the employee's own leave or leave voluntarily donated by other professional employees, to engage in teachers union activities if:
 - a. The leave is accrued at the same rate by similar situated professional employees of the district without regard to membership or participation in a teachers union; and
 - b. The professional employee may freely choose how to use the leave.
3. A professional employee may engage in representational activities while in a duty status without loss of pay or benefits if:
 - a. The teachers union reports to the district no less than twice per year the amount of time, in increments rounded to the nearest quarter of an hour, spent on representational activities each day by each professional employee engaged in representational activities;
 - b. The district calculates the pro rata value of compensation, including wages and benefits, paid or accruing to a professional employee for time spent engaged in

representational activities and provides an invoice to the teachers union no less than twice per year for the amounts so calculated; and

- c. Upon receipt of the invoice from the district, the teachers union remits full payment to the district within thirty (30) days.

PROHIBITIONS

No agreement by any name or title that is entered into pursuant to this policy and Idaho law or otherwise may require or permit the district to use taxpayer funds to promote a teachers union or its affiliate in a manner prohibited by Idaho Code §33-1277. Any provision of a negotiated agreement in violation of Idaho law shall be null and void, contrary to public policy, and of no legal force or effect.

The following activities are prohibited:

1. Deducting dues, fees, assessments, fines, or contributions from the pay of a professional employee on behalf of a teachers union or its affiliate;
2. Increasing a professional employee's compensation with the intent that the additional compensation, or a part of it, be used to pay teachers union or affiliate dues, fees, assessments, fines, or contributions;
3. Providing more personal or contact information of a professional employee to a teachers union or its affiliate than the district is required to disclose pursuant to the Idaho Public Records Act, unless the district receives written authorization from the professional employee to disclose additional information;
4. Requiring or coercing a professional employee to meet, communicate, listen to, or otherwise interact with a teachers union or its affiliate;
5. Distributing communications or membership solicitations on behalf of a teachers union or its affiliate;
6. Except as provided by Idaho Code §§33-1216 and 33-1279, and except as otherwise provided by Idaho Code §33-1277, providing any form of compensation or paid leave to a public employee, directly or indirectly, for the purpose of engaging in teachers union activities.

District employees who violate the provisions of this policy or Idaho law may be subject to disciplinary action up to and including termination and civil penalties as provided by law.

PUBLIC ACCESS

All negotiations with the local education organization will occur in public, provided, however, that the board or its designated representatives may hold an executive session for the specific purpose of:

- a. Deliberating on a labor contract offer or to formulate a counteroffer; or

- b. Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

Joint ratification of all final offers of settlement will be made in open meetings, and each party must provide written evidence confirming to the other that majority ratification has occurred.

Accurate records or minutes will be kept and will be available for public inspection at the district's office during normal business hours. All documentation exchanged between the board, or its designees, and the local education organization will be subject to the public records disclosure laws, including all offers, counteroffers and meeting minutes.

At the earliest possible time practicable, the district will post notice of all negotiation sessions on the front page of its website. If time permits, notices will also be posted within 24 hours of the negotiation sessions at the district's regular meeting physical posting locations. Public testimony, if any, will be posted as an agenda item.

DURATION OF NEGOTIATED AGREEMENTS

All agreements entered into through the negotiation process will have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Neither the board nor the local education organization has authority to enter into any agreement or provisions that are in any force or effect for multiple years or indefinitely, or otherwise does not expire on its own terms on or before June 30 of the ensuing fiscal year, with the exception of certain negotiated provisions that meet the criteria for a nonrolling two (2) year duration.

Upon mutual ratification, the board may enter into negotiated provisions with a nonrolling two (2) year duration for any item other than compensation and benefits. The nonrolling two (2) year provision must have a designated start date and end date. The negotiated nonrolling two (2) year provisions may not be renegotiated during the two (2) year term, but may be addressed by the board and the local education organization at the expiration of the end date of the two (2) year term.



LEGAL REFERENCE:

Idaho Code Sections

33-1271 through 1276 – Professional Employee Negotiations

74 – 101 et seq. – Idaho Public Records Act

74-206 and 206A – Open Meeting Law (executive sessions)

ADOPTED: November 16, 2021

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