

SB1248 Testimony

1. Good afternoon, Mr. Chairman, members of the committee.
2. My name is Paul Stark, I am General Counsel for the Idaho Education Association and I am here to testify against SB 1248.
3. Statement of Purpose discusses innovation
 - a. Charter schools are designed to be innovative when it comes to curriculum.
 - b. Much like a new restaurant, or an advertising agency, or a cell phone manufacturer, charter schools take chances and experiment with new ideas
 - c. This can lead to innovation. But as we have seen, it can also lead to failure.
 - d. Although these businesses take chances in the name of innovation, they do not (and should not) get a blank check to do anything they want.
 - e. For example, under the law, the new innovative restaurant does not have the legal right to be creative with minimum wage or overtime.
 - f. Under the law, the new innovative advertising agency does not have the legal right to be creative with how they treat disabled employees or pregnant women.
 - g. Under the law, the new innovative cell phone manufacturer does not have the legal right to be creative with how they treat veterans.
 - h. So although charter schools are designed to be creative in how various subjects are taught, this does not mean that we throw employment law (and well-settled legal principles) out the window in the name of innovation.
 - i. Uniformity and predictability is both needed and beneficial in all industries, and education is no exception. Let me explain:
4. What is being proposed here is the wild, wild west. Under this legislation, really anything goes.
5. You will have employment relationships that will vary from school to school, building to building, and teacher to teacher. You will have

favorites and the un-favored. Each teacher contract can be different, where some are granted rights and some are not. Some are entitled to the benefit of Board policy, and some are not. Some are treated better, and some are treated worse.

6. SB 1248 is the absence of the rule of law. It is the absence of predictability, and as a result this bill will further destabilize the education workforce in Idaho.
7. One of the five areas of focus of Governor Otter's Task-Force was to better recruit and retain the best teachers for Idaho students. It is difficult to see how destabilizing employment relationships will help recruit and retain.
8. By destabilizing I specifically mean that there are no boundaries to what can be done should this bill go into law. There are little if any sideboards to this.
 - a. For example: A school could end up negotiating each teacher contract separately.
 - b. You could have one teacher with a multi-year contract, and another with an at-will relationship.
 - c. As stated, you could have some teachers with rights under Board policy and some that don't have any rights.
 - d. There are endless variables on how a teacher' employment will be structured, with inequities almost certain to occur.
9. The statement of purpose for this bill states: "Idaho's public charter schools are designed to be innovative and do things a little differently than traditional public schools".
10. In Idaho Code 33-5202:

LEGISLATIVE INTENT. It is the intent of the legislature to provide opportunities for teachers, parents, students and community members to establish and maintain public charter schools which operate independently from the existing traditional school district structure but within the existing public school system
11. But even then, these schools are to operate independently only to accomplish (7) particular goals, none of which have anything to do with teacher employment.

- (1) *Improve student learning;*
 - (2) *Increase learning opportunities for all students, with special emphasis on expanded learning experiences for students;*
 - (3) *Include the use of different and innovative teaching methods;*
 - (4) *Utilize virtual distance learning and on-line learning;*
 - (5) *Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;*
 - (6) *Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system;*
 - (7) *Hold the schools established under this chapter accountable for meeting measurable student educational standards.*
- 12. In addition, much like 33-5202, in Idaho Code 33-5203 the law requires uniformity in employment when it definitively states: “Public charter schools shall be part of the state's program of public education.”
- 13. Lastly, you can read in the text of this bill itself that teacher are to be treated uniformly, where in “Certified teachers in a public charter school shall be considered public school teachers.” (I.C. §33-5206(3))
- 14. Although we understand the desire to do things a little differently as it related to curriculum and teaching methods, you must ask the question: How does destabilizing the employment relationship in any manner help “innovation in teaching” or any of the (7) objectives in I.C. § 33-5202
- 15. When it comes to employment law, schools, teachers and children benefits by having uniformity and predictability and arguably the law requires this in the employment of teachers.

16. For example, take a successful charter school like Coeur D'Alene Charter Academy. Ask yourself: Will destabilizing the employment relationship attract or dissuade teachers from wanting to work there. Consider a start-up charter school where no one knows what will happen.
17. Why would a teacher want to work in that environment with an uncertain and potentially changing employment relationship, year after year?
18. The real elephant in the room, however, is the career ladder. Under Idaho law, a teacher can only progress to renewable contract status upon teaching 3 years in the same school district and being offered a 4th year contract, which is a renewable teacher contract.
19. Under this bill before you, a teacher may not ever be able to receive a renewable teacher contract, as would a teacher in a traditional school, because there is no renewable contract. There is nothing.
20. In addition, under the career ladder, a teacher must also show they have met the "professional compensation rung performance criteria" to achieve renewable contract status. Without this, and renewable contract status, a teacher cannot move up on the career ladder.
21. The inevitable result is that there will develop two (2) classes of teachers in Idaho. A 1st class and a 2nd class.
 - a. There are those that can look at the law and say:
 - i. "If I am a good teacher, and I meet the "professional compensation rung performance criteria" and upon signing a contract for my 4th continuous year in the same school district, I will have some job security."
 - b. And then there will be a 2nd class of teachers that will say:
 - i. "If I am a good teacher, and I meet the "professional compensation rung performance criteria"
 - ii. I'm not sure if I will be reemployed from year to year
 - iii. I will may be treated differently than other teachers
 - iv. My contract terms can change year after year

- v. I'll stay away from rural communities because there are few other job opportunities
 - vi. I will need to be ready, year after year, to send out my resume, uproot my family, and move to who knows where.
22. But the real result of creating a second class teacher is that they will likely gravitate to where they have some job security, which will certainly be away from charter schools. But more likely it will be away from Idaho.
23. SB1248 does the opposite of what Governor Otter and the task-force have sought to achieve: Namely recruit and retain great teachers for our children.
24. Accordingly, we ask that you hold this bill in committee.