

MINUTES
HOUSE EDUCATION COMMITTEE

DATE: Tuesday, March 26, 2013

TIME: 8:00 A.M.

PLACE: Room EW41

MEMBERS: Chairman DeMordaunt, Vice Chairman Nielsen, Representatives Shepherd, Wills, Bateman, Boyle, Agidius, Clow, Gestrin, Harris, Horman, Mendive, VanOrden, Pence, Kloc, Ward-Engelking

**ABSENT/
EXCUSED:** Representative Wills

GUESTS: Harold Ott, Idaho Rural Schools Association; Rob Winslow, Idaho Association of School Administrators; Paul Stark, Legal Counsel, Idaho Education Association (IEA); Bert Marley, IEA; Luci Willits, Idaho State Department of Education; Marilyn Whitney, Idaho State Board of Education

Chairman DeMordaunt called the meeting to order at 8:03 a.m.

MOTION: **Rep. Kloc** made a motion to approve the minutes of March 19 and March 20, 2013. **Motion carried by voice vote.**

S 1147aa: **Karen Echeverria**, Executive Director, Idaho School Boards Association (ISBA), stated the main point of **S 1147aa** is to prevent the "evergreen clause" from being written into Master Agreements. She said the legislation will limit the length of any negotiated Master Agreement, and would require that salaries and benefits in a Master Agreement be in effect for one year beginning on July 1, and ending on June 30. All other matters may have a length of two years. She noted, teacher contracts and the Master Agreement are not the same thing. Teacher contracts are the individual, one-page contracts which teachers sign each year, and commits the school district and the individual teacher to employment for the next year. The Master Agreement is the agreement which is negotiated between the local union and the local board, and includes all items that are negotiated. Ms. Echeverria said the provisions which have been negotiated with the Idaho Education Association, include a two-year term for all issues not related to salaries and benefits and a one-year sunset clause. She testified the ISBA has made this bill retroactive to November 21, 2012 to ensure that any Master Agreement that was reached during the last year remains in effect until a new agreement is reached between parties.

In response to questions from the committee, **Ms. Echeverria** said the time period set forth in the legislation to finish negotiation, and receive signed contracts, is doable. She stated only compensation and benefits must be negotiated every year. Other items such as lunch duty, or how many students in a classroom may constitute the hiring of an aide, are done every two years.

Rob Winslow, Executive Director, Idaho Association of School Administrators, said the district superintendents stand with the ISBA. He said the legislation provides a good tool with which to negotiate.

Paul Stark, General Counsel, IEA, cited substantive and procedural objections to **S 1147aa**. He said, since nothing in the current law requires any school board to make ongoing agreements, and nothing in the current law forbids a school district to negotiate every item, every year, if they choose. Then the local boards ought to have the choice at their discretion, to make agreements and negotiate contracts. He said, there is nothing in **S 1147aa** that could not be implemented on the local level. Mr. Stark noted, from a procedural point-of-view, page 2, lines 8-10, of the legislation, is a "cut-and-paste, back into existence" of the repealed proposition. He also said, allowing contracts to be retroactive to November 21, 2012, would negate lawful contracts negotiated after November 21, if not in accordance with **S 1147aa**. He said, to pass a law that impairs existing contracts directly violates the Idaho Constitution.

Responding to a question regarding the contractual agreements being cancelled by **S 1147aa**, **Mr. Stark** said, a Memorandum of Understanding is an example. When the propositions were repealed, they return to their original state. If there are existing contracts, it will violate the constitution. There cannot be an "after the fact" action. He noted that negotiations can go quickly. To other scenarios set forth by the committee, he said, all that is being described, can be done with the current law, and should be decided by the local board, not mandated by the State.

To further questions from the committee, **Mr. Stark** said those who set forth the legislation did not report that 25-30 percent of the boards did not want the bill. He said the ISBA weights their vote, and that everything contained in the legislation can be accomplished right now, without striking down the sunset clause. He said the legislation compels the local boards to negotiate every year or two when in reality they may want to negotiate for a 5-year contract. He noted, with the legislation, the lawmakers are tying the hands of the local boards.

Ms. Echeverria was called upon to close debate. She said she would stand for questions. In response to questions from the committee, she said the legislation is needed because when "Students Come First," all was taken away. It is needed to protect into the future. She said in the past, there could be an 80-page Master Agreement. Under those agreements, if the board and the union did not agree, no items were ever removed. She explained that most Idaho school districts have less than 1,500 students. The ISBA vote is not weighted on student population. If it were, only the large schools would be policy-makers. She said the Attorney General's office has looked at the retroactive portion of the legislation, and she believes the legislation is constitutional.

MOTION: **Rep. VanOrden** made a motion to send **S 1147aa** to the floor with a **DO PASS** recommendation. **Motion carried by voice vote.** **Rep. VanOrden** will sponsor the bill on the floor.

S 1149: **Karen Echeverria**, Executive Director, Idaho School Boards Association (ISBA), presented the elements of **S 1149**. She explained, the legislation contains two elements that deal with collective bargaining. She said, the first amendment of this bill found on page 1, lines 20 and 23, is clarifying language that makes the section of the law easier to understand. Subsection 3, found on page 1, lines 29-35, sets out the first major element of the bill that the local education organization must prove they represent "50 percent plus one" of the professional employees in order to negotiate. Subsection 5, found on line 39-41, states the second major requirement of the bill, and requires that both the local education organization and the board of trustees must provide written evidence that their respective parties have ratified the agreement. She noted, the requirement to prove representation only has to be done if the local school board requests it. In addition, if requested by the local school board, this proof must be provided annually. She noted, the bill also defines good faith bargaining, and clarifies who may negotiate.

MOTION: **Rep. Gestrin** made a motion to send **S 1149** to the floor with a **DO PASS** recommendation.

Bert Marley, Director of Public Policy, IEA testified **in opposition to S 1149**. He said the IEA has difficulty accepting the terms of the legislation because he said it can be a form of harassment. It requires the educational organization to poll their membership yearly as well as contract a negotiator. He remarked, there are few people who will negotiate for teachers. He said unless teachers are unhappy, the process is redundant. He explained that requiring written evidence to ratify the contract is an added burden and it comes at a time of year when most teachers are off contract. Mr. Marley also objected to creating a culture of distrust when school boards and teachers can only negotiate through attorneys or designated representatives. He noted that the bill would be more palatable if it contained a sunset clause.

During debate within the committee, it was discussed that there were school districts where fewer than 30 percent of the teachers are members of IEA, and that negotiations can take place without a representative from the IEA. Committee members mentioned the Northwest Professional Educators (NPE) teacher organization does not negotiate. It was clarified, however, that if the membership of NPE vote to choose a designated representative, they will negotiate under those conditions.

VOTE ON MOTION: **Chairman DeMordaunt** called for a vote on the motion to send **S 1149** to the floor with a **DO PASS** recommendation. **Motion carried by voice vote. Reps. Pence, Kloc** and **Ward-Engelking** requested to be recorded as voting **NAY**. **Rep. Gestrin** will sponsor **S 1149** on the floor.

ADJOURN: There being not further business to come before the committee, the meeting was adjourned at 9:12 a.m.

Representative DeMordaunt
Chair

Jean Vance
Secretary