

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 98

BY STATE AFFAIRS COMMITTEE

AN ACT

1 RELATING TO PUBLIC OFFICIALS AND TEACHERS UNIONS; AMENDING CHAPTER 4, TITLE
2 74, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 74-408, IDAHO CODE, TO
3 PROHIBIT TAXPAYER FUNDING OF TEACHERS UNIONS; AMENDING SECTION 74-402,
4 IDAHO CODE, TO ESTABLISH A PROVISION REGARDING USE OF TAXPAYER FUNDS;
5 AMENDING SECTION 74-403, IDAHO CODE, TO DEFINE TERMS, TO REVISE A DEF-
6 INITION, AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 74-406,
7 IDAHO CODE, TO PROVIDE FOR CERTAIN CIVIL PENALTIES; AMENDING SECTION
8 33-513, IDAHO CODE, TO REMOVE A PROVISION REGARDING PROFESSIONAL PER-
9 SONNEL OF SCHOOL DISTRICTS AND TO MAKE TECHNICAL CORRECTIONS; AMENDING
10 SECTION 33-1271, IDAHO CODE, TO REVISE PROVISIONS REGARDING NEGOTI-
11 ATIONS AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 33-1272,
12 IDAHO CODE, TO REVISE DEFINITIONS; AMENDING SECTION 33-1275, IDAHO
13 CODE, TO PROHIBIT THE USE OF TAXPAYER FUNDS FOR PROMOTING TEACHERS
14 UNIONS; PROVIDING SEVERABILITY; AND DECLARING AN EMERGENCY AND PROVID-
15 ING AN EFFECTIVE DATE.
16

17 Be It Enacted by the Legislature of the State of Idaho:

18 SECTION 1. That Chapter 4, Title 74, Idaho Code, be, and the same is
19 hereby amended by the addition thereto of a NEW SECTION, to be known and des-
20 ignated as Section 74-408, Idaho Code, and to read as follows:

21 74-408. TAXPAYER FUNDING OF TEACHERS UNIONS PROHIBITED. (1) No public
22 official in a position of authority over a professional employee may use, or
23 authorize the use of, taxpayer funds to promote teachers unions by:

24 (a) Deducting dues, fees, assessments, fines, or contributions from
25 the pay of a professional employee on behalf of any teachers union or its
26 affiliate;

27 (b) Increasing a professional employee's compensation with the in-
28 tent that the additional compensation, or a part of it, be used to pay
29 teachers union or affiliate dues, fees, assessments, fines, or contri-
30 butions;

31 (c) Providing more personal or contact information of a professional
32 employee to a teachers union or its affiliate than the public official
33 is required to disclose pursuant to chapter 1, title 74, Idaho Code, un-
34 less the public official receives written authorization from the pro-
35 fessional employee to disclose additional information;

36 (d) Requiring or coercing a professional employee to meet, communi-
37 cate, listen to, or otherwise interact with a teachers union or its
38 affiliate;

39 (e) Distributing communications or membership solicitations on behalf
40 of a teachers union or its affiliate;

41 (f) Contributing public funds to, or expending public funds on behalf
42 of, a teachers union or its affiliate; or

1 (g) Except as provided by sections 33-1216 and 33-1279, Idaho Code, and
 2 otherwise provided by this section, providing any form of compensation
 3 or paid leave to a professional employee, directly or indirectly, for
 4 the purpose of engaging in teachers union activities.

5 (2) Upon agreement by a school district and a teachers union in a nego-
 6 tiation agreement:

7 (a) A professional employee may be granted time off without pay or ben-
 8 efits to engage in teachers union activities, and a teachers union may
 9 compensate a professional employee for engaging in teachers union ac-
 10 tivities;

11 (b) A professional employee may use compensated personal leave,
 12 whether the employee's own leave or leave voluntarily donated by other
 13 professional employees, to engage in teachers union activities if:

14 (i) The leave is accrued at the same rate by similarly situated
 15 professional employees of the school district without regard to
 16 membership or participation in a teachers union; and

17 (ii) The professional employee may freely choose how to use the
 18 leave; and

19 (c) A professional employee may engage in representational teachers
 20 union activities while in a duty status without loss of pay or benefits
 21 if:

22 (i) The teachers union reports to the school district not less
 23 than twice per calendar year the amount of time, in increments
 24 rounded to at least the nearest half hour, spent on representa-
 25 tional activities each day by each professional employee engaged
 26 in representational activities;

27 (ii) The school district calculates the pro rata value of compen-
 28 sation, including wages and benefits, paid or accruing to a pro-
 29 fessional employee for time spent engaged in representational ac-
 30 tivities and provides an invoice to the teachers union not less
 31 than twice per calendar year for the amounts so calculated; and

32 (iii) Upon receipt of the invoice from the school district, the
 33 teachers union remits full payment to the school district within
 34 thirty (30) days.

35 (3) No person shall be liable for violations of section 44-2004 or
 36 74-604, Idaho Code, by virtue of deducting dues, fees, assessments, fines,
 37 or contributions from the pay of a professional employee on behalf of any
 38 teachers union or its affiliate prior to July 1, 2025.

39 SECTION 2. That Section 74-402, Idaho Code, be, and the same is hereby
 40 amended to read as follows:

41 74-402. POLICY AND PURPOSE. It is hereby declared that the position of
 42 a public official at all levels of government is a public trust and it is in
 43 the public interest to:

44 (1) Protect the integrity of government throughout the state of Idaho
 45 while at the same time facilitating recruitment and retention of personnel
 46 needed within government;

47 (2) Assure independence, impartiality and honesty of public officials
 48 in governmental functions;

1 (3) Inform citizens of the existence of personal interests which may
2 present a conflict of interest between an official's public trust and pri-
3 vate concerns;

4 (4) Prevent public office from being used for personal gain contrary to
5 the public interest;

6 (5) Prevent special interests from unduly influencing governmental ac-
7 tion; ~~and~~

8 (6) Assure that governmental functions and policies reflect, to the
9 maximum extent possible, the public interest; ~~and~~

10 (7) Ensure that taxpayer funds are not used to support teachers unions.

11 SECTION 3. That Section 74-403, Idaho Code, be, and the same is hereby
12 amended to read as follows:

13 74-403. DEFINITIONS. For purposes of this chapter:

14 (1) ~~"Official action" means any decision on, or proposal, considera-~~
15 ~~tion, enactment, defeat, or making of any rule, regulation, rate-making pro-~~
16 ~~ceeding or policy action or nonaction by a governmental body or any other~~
17 ~~policy matter which is within the official jurisdiction of the governmen-~~
18 ~~tal body. "Affiliate" means any membership organization affiliated with a~~
19 teachers union or with which the teachers union is affiliated.

20 (2) "Business" means any undertaking operated for economic gain, in-
21 cluding, but not limited to, a corporation, partnership, trust, proprietor-
22 ship, firm, association or joint venture.

23 (3) "Business with which a public official is associated" means any
24 business of which the public official or member of his household is a direc-
25 tor, officer, owner, partner, employee or holder of stock over five thousand
26 dollars (\$5,000) ~~or more~~ at fair market value.

27 (4) "Conflict of interest" means any official action or any decision or
28 recommendation by a person acting in a capacity as a public official, the ef-
29 fect of which would be to the private pecuniary benefit of the person or a
30 member of the person's household, or a business with which the person or a
31 member of the person's household is associated, unless the pecuniary benefit
32 arises out of the following:

33 (a) An interest or membership in a particular business, industry, occu-
34 pation or class required by law as a prerequisite to the holding by the
35 person of the office or position;

36 (b) Any action in the person's official capacity ~~which that~~ would af-
37 fect to the same degree a class consisting of an industry or occupation
38 group in which the person, or a member of the person's household or busi-
39 ness with which the person is associated, is a member or is engaged;

40 (c) Any interest ~~which that~~ the person has by virtue of his profession,
41 trade or occupation where his interest would be affected to the same de-
42 gree as that of a substantial group or class of others similarly engaged
43 in the profession, trade or occupation;

44 (d) Any action by a public official ~~upon~~ on any revenue measure, any ap-
45 propriation measure or any measure imposing a tax, when similarly situ-
46 ated members of the general public are affected by the outcome of the ac-
47 tion in a substantially similar manner and degree.

48 (5) "Economic gain" means increase in pecuniary value from sources
49 other than lawful compensation as a public official.

- 1 (6) "Governmental entity" means:
 2 (a) The state of Idaho and all agencies, commissions and other govern-
 3 mental bodies of the state; and
 4 (b) Counties and municipalities of the state of Idaho, school dis-
 5 tricts, and all other political subdivisions, including, but not
 6 limited to, highway districts, planning and zoning commissions or gov-
 7 ernmental bodies not specifically mentioned in this chapter.
- 8 (7) "Members of a household" means the spouse and dependent children of
 9 the public official and/or persons whom the public official is legally obli-
 10 gated to support.
- 11 (8) "Negotiations" has the same meaning as provided in section 33-1272,
 12 Idaho Code.
- 13 (9) "Official action" means any decision on, or proposal, considera-
 14 tion, enactment, defeat, or making of any rule, regulation, rate-making pro-
 15 ceeding, or policy action or nonaction by a governmental entity or any other
 16 policy matter that is within the official jurisdiction of the governmental
 17 entity.
- 18 ~~(8)~~ (10) "Person" means an individual, proprietorship, partnership,
 19 association, trust, estate, business trust, group or corporation, whether
 20 operated for profit or not, and any other legal entity, or agent or servant
 21 thereof, or a governmental entity.
- 22 (11) "Professional employee" has the same meaning as provided in sec-
 23 tion 33-1272, Idaho Code.
- 24 ~~(9)~~ (12) "Public office" means any position in which the normal and
 25 usual duties are conducted on behalf of a governmental entity.
- 26 ~~(10)~~ (13) "Public official" means any person holding public office in
 27 the following capacity:
 28 (a) As an elected public official meaning any person holding public of-
 29 fice of a governmental entity by virtue of an elected process, including
 30 persons appointed to a vacant elected office of a governmental entity,
 31 excluding members of the judiciary; ~~or~~
 32 (b) As an elected legislative public official meaning any person hold-
 33 ing public office as a legislator; ~~or~~
 34 (c) As an appointed public official meaning any person holding public
 35 office of a governmental entity by virtue of formal appointment as re-
 36 quired by law; or
 37 (d) As an employed public official meaning any person holding public
 38 office of a governmental entity by virtue of employment, or a person em-
 39 ployed by a governmental entity on a consultive basis.
- 40 (14) "Representational teachers union activities" means those activi-
 41 ties specified in subsection (16) (i) through (m) of this section.
- 42 (15) "Teachers union" has the same meaning as provided in section
 43 33-1272, Idaho Code.
- 44 (16) "Teachers union activities" means activities undertaken at the
 45 direction of, on behalf of, or to advance the purposes of a teachers union or
 46 its affiliate by:
 47 (a) Supporting or opposing any candidate for federal, state, or local
 48 public office;

- 1 (b) Influencing the passage or defeat of any federal or state legisla-
 2 tion, federal or state regulation, local ordinance, or any ballot mea-
 3 sure;
 4 (c) Promoting or soliciting membership or participation in, or finan-
 5 cial support of, a teachers union or its affiliate;
 6 (d) Seeking to become the exclusive representative of all professional
 7 employees in a school district;
 8 (e) Participating in the administration, business, or internal gover-
 9 nance of a teachers union or its affiliate;
 10 (f) Preparing, conducting, or attending teachers union or affiliate
 11 events, conferences, conventions, meetings, or trainings, unless such
 12 training is related to the performance of professional employees' job
 13 duties;
 14 (g) Distributing teachers union or affiliate communications;
 15 (h) Representing or speaking on behalf of a teachers union or its affil-
 16 iate in any setting, venue, or procedure in which the school district is
 17 not a participant;
 18 (i) Preparing, filing, or pursuing grievances;
 19 (j) Representing professional employees in investigatory interviews,
 20 disciplinary proceedings, or appeals up to and including termination or
 21 other administrative or legal proceedings;
 22 (k) Engaging in negotiations and any related mediation;
 23 (l) Administering a negotiation agreement; and
 24 (m) Participating in labor-management committees.

25 SECTION 4. That Section 74-406, Idaho Code, be, and the same is hereby
 26 amended to read as follows:

27 74-406. CIVIL PENALTY. (1) Any public official who intentionally
 28 fails to disclose a conflict of interest as provided for in section 74-404,
 29 Idaho Code, shall be guilty of a civil offense, the penalty for which may be a
 30 fine not to exceed five hundred dollars (\$500), provided that the provisions
 31 of this subsection shall not apply to any public official where the govern-
 32 mental entity on which said official serves has put into operation an ethics
 33 commission or board described in section 74-404 (6), Idaho Code.

34 (2) The penalty prescribed in subsection (1) of this section does not
 35 limit the power of either house of the legislature to discipline its own mem-
 36 bers, nor limit the power of governmental entities, including occupational
 37 or professional licensing bodies, to discipline their members or personnel.
 38 A violation of the provisions of this chapter shall not preclude prosecution
 39 and conviction for any criminal violation that may have been committed.

40 (3) Any public official who:

41 (a) Violates the provisions of section 74-408, Idaho Code, shall be
 42 subject to a civil penalty not to exceed two hundred fifty dollars
 43 (\$250);

44 (b) Knowingly violates the provisions of section 74-408, Idaho Code,
 45 shall be subject to a civil penalty not to exceed one thousand five hun-
 46 dred dollars (\$1,500); or

47 (c) Knowingly violates the provisions of section 74-408, Idaho Code,
 48 and who has previously admitted to committing or has been previously de-
 49 termined to have committed a violation pursuant to paragraph (b) of this

1 subsection shall be subject to a civil penalty not to exceed two thou-
 2 sand five hundred dollars (\$2,500).

3 (4) It shall be the duty of the attorney general or appropriate county
 4 prosecutor to investigate complaints regarding the violation of, and ensure
 5 effective enforcement of, section 74-408, Idaho Code.

6 SECTION 5. That Section 33-513, Idaho Code, be, and the same is hereby
 7 amended to read as follows:

8 33-513. PROFESSIONAL PERSONNEL. The board of trustees of each school
 9 district, including any specially chartered district, shall have the fol-
 10 lowing powers and duties:

11 ~~1-~~ (1) To employ professional personnel, on written contract in a form
 12 approved by the state superintendent of public instruction, conditioned
 13 upon a valid certificate being held by such professional personnel at the
 14 time of entering upon the duties thereunder. Should the board of trustees
 15 fail to enter into written contract for the employment of any such person,
 16 the state superintendent of public instruction shall withhold ensuing ap-
 17 portionments until such written contract ~~be~~ is entered into. When the board
 18 of trustees has delivered a proposed contract for the next ensuing year to
 19 any such person, such person shall have a period of time to be determined by
 20 the board of trustees in its discretion, but in no event less than ten (10)
 21 calendar days from the date the contract is delivered, in which to sign the
 22 contract and return it to the board. If the board of trustees does not make a
 23 determination as to how long the person has to sign and return the contract,
 24 the default time limit shall be twenty-one (21) calendar days after the con-
 25 tract is delivered to the person. Delivery of a contract may be made only
 26 in person or by certified mail, return receipt requested or electronically,
 27 return receipt requested. When delivery is made in person, delivery of the
 28 contract must be acknowledged by a signed receipt. When delivery is made
 29 by certified mail or electronically, delivery must be acknowledged by the
 30 return of the certified mail receipt or return electronic receipt from the
 31 person to whom the contract was sent. If the delivery is made electroni-
 32 cally, with return electronic receipt, and the district has not received a
 33 return of a signed contract and has not received an electronic read receipt
 34 from the employee, the district shall then resend the original electroni-
 35 cally delivered contract to the employee via certified mail, return receipt
 36 requested, and provide such individual with a new date for contract return.
 37 Should the person willfully refuse to acknowledge receipt of the contract or
 38 the contract is not signed and returned to the board in the designated period
 39 of time or, if no designated period of time is set by the board, the default
 40 time, the board or its designee may declare the position vacant.

41 (a) The board of trustees shall withhold the salary of any teacher who
 42 does not hold a teaching certificate valid in this state. It shall not
 43 contract to require any teacher to make up time spent in attending any
 44 meeting called by the state board of education or by the state superin-
 45 tendent of public instruction; ~~nor while attending regularly scheduled~~
 46 ~~official meetings of the state teachers association.~~

47 (b) No contract shall be issued for the next ensuing year until such
 48 time as the employee's formal written performance evaluation has been
 49 completed.

1 (c) If applicable student data relating to Idaho's standards achieve-
2 ment test has not been received by the district within thirty (30) days
3 of the deadline to complete the formal written performance evaluation
4 for district employees, the school district or charter school shall
5 utilize one (1) of the other objective measures of growth in student
6 achievement as determined by the board of trustees or governing board,
7 not including Idaho's standards achievement test, in order to complete
8 the required student achievement component of performance evaluations.

9 ~~2.~~ (2) In the case of school districts other than elementary school
10 districts, to employ a superintendent of schools, for a term not to exceed
11 three (3) years, who shall be the executive officer of the board of trustees
12 with such powers and duties as the board may prescribe. The superintendent
13 shall also act as the authorized representative of the district whenever
14 such is required, unless some other person shall be named by the board of
15 trustees to act as its authorized representative. The board of trustees
16 shall conduct an annual, written formal evaluation of the work of the su-
17 perintendent of the district to be completed no later than June 1. The
18 evaluation shall indicate the strengths and weaknesses of the superinten-
19 dent's job performance in the year immediately preceding the evaluation and
20 areas where improvement in the superintendent's job performance, in the view
21 of the board of trustees, is called for.

22 ~~3.~~ (3) To employ through written contract principals who shall hold a
23 valid certificate appropriate to the position for which they are employed,
24 who shall supervise the operation and management of the school in accordance
25 with the policies established by the board of trustees and who shall be under
26 the supervision of the superintendent.

27 ~~4.~~ (4) To employ assistant superintendents and principals for a term
28 not to exceed two (2) years. Service performed under such contract shall
29 be included in meeting the provisions of section 33-515, Idaho Code, as a
30 teacher, and persons eligible for a renewable contract as a teacher shall re-
31 tain such eligibility. The superintendent, the superintendent's designee,
32 or, in a school district that does not employ a superintendent, the board
33 of trustees, shall conduct an annual, written evaluation of each such em-
34 ployee's performance to be completed no later than June 1.

35 ~~5.~~ (5) To suspend, grant leave of absence, place on probation or dis-
36 charge certificated professional personnel for a material violation of any
37 lawful rules or regulations of the board of trustees or of the state board of
38 education, or for any conduct ~~which~~ that could constitute grounds for revo-
39 cation of a teaching certificate. Any certificated professional employee,
40 except the superintendent, may be discharged during a contract term under
41 the following procedures:

42 (a) The superintendent or any other duly authorized administrative of-
43 ficer of the school district may recommend the discharge of any certifi-
44 cated employee by filing with the board of trustees written notice spec-
45 ifying the alleged reasons for discharge.

46 (b) Upon receipt of such notice, the board, acting through its duly
47 authorized administrative official, shall give the affected employee
48 written notice of the allegations and the recommendation of discharge,
49 along with written notice of a hearing before the board prior to any de-
50 termination by the board of the truth of the allegations.

1 (c) The hearing shall be scheduled to take place not less than six (6)
2 days nor more than twenty-one (21) days after receipt of the notice by
3 the employee. The date provided for the hearing may be changed by mutual
4 consent.

5 (d) The hearing shall be public unless the employee requests in writing
6 that it be in executive session.

7 (e) All testimony at the hearing shall be given under oath or affirma-
8 tion. Any member of the board, or the clerk of the board, may administer
9 oaths to witnesses or affirmations by witnesses.

10 (f) The employee may be represented by legal counsel and/or by a repre-
11 sentative of a local or state teachers association.

12 (g) The chairman of the board or the designee of the chairman shall con-
13 duct the hearing.

14 (h) The board shall cause an electronic record of the hearing to be made
15 or shall employ a competent reporter to take stenographic or steno-
16 type notes of all the testimony at the hearing. A transcript of the hearing
17 shall be provided at cost by the board upon request of the employee.

18 (i) At the hearing, the superintendent or other duly authorized admin-
19 istrative officer shall present evidence to substantiate the allega-
20 tions contained in such notice.

21 (j) The employee may produce evidence to refute the allegations. Any
22 witness presented by the superintendent or by the employee shall be sub-
23 ject to cross-examination. The board may also examine witnesses and be
24 represented by counsel.

25 (k) The affected employee may file written briefs and arguments with
26 the board within three (3) days after the close of the hearing or such
27 other time as may be agreed ~~upon~~ on by the affected employee and the
28 board.

29 (l) Within fifteen (15) days following the close of the hearing, the
30 board shall determine and, acting through its duly authorized adminis-
31 trative official, shall notify the employee in writing whether the evi-
32 dence presented at the hearing established the truth of the allegations
33 and whether the employee is to be retained, immediately discharged, or
34 discharged upon termination of the current contract.

35 (m) If the employee appeals the decision of the board of trustees to
36 the district court, the district court may affirm the board's decision
37 or set it aside and remand the matter to the board of trustees ~~upon~~ on
38 the following grounds and shall not set the same aside for any other
39 grounds:

40 (i) That the findings of fact are not based ~~upon~~ on any substan-
41 tial, competent evidence;

42 (ii) That the board of trustees has acted without jurisdiction or
43 in excess of its authority; or

44 (iii) That the findings by the board of trustees as a matter of law
45 do not support the decision.

46 (n) The determination of the board of trustees shall be affirmed unless
47 the court finds that the action of the board of trustees was:

48 (i) In violation of constitutional or statutory provisions;

49 (ii) In excess of the statutory authority of the board;

50 (iii) Made ~~upon~~ on unlawful procedure; or

1 (iv) Arbitrary, capricious or an abuse of discretion.

2 (o) Record augmentation on appeal:

3 (i) If, before the date set for any hearing at the district court,
4 application is made to the court for leave to present additional
5 evidence and it is shown to the satisfaction of the court that the
6 additional evidence is material, relates to the validity of the
7 board action and that there was good cause for failure to present
8 it in the proceeding before the board, then the court may remand
9 the matter to the board with direction that the board receive addi-
10 tional evidence and conduct additional fact-finding;

11 (ii) Any party desiring to augment the transcript or record may
12 file a motion in the same manner and pursuant to the same procedure
13 for augmentation of the record in appeals to the supreme court; and

14 (iii) The board may modify its action by reason of the additional
15 evidence and shall file any modifications, new findings or deci-
16 sions with the reviewing court.

17 ~~6-~~ (6) To grant an employee's request for voluntary leave of absence.
18 The board of trustees may delegate ongoing authority to grant an employee's
19 request for voluntary leave of absence to the district's superintendent or
20 other designee. Upon the superintendent or designee's granting of an em-
21 ployee's request for voluntary leave of absence, the board shall ratify or
22 nullify the action at the next regularly scheduled board meeting.

23 ~~7-~~ (7) To delegate to the superintendent or other designee the ongo-
24 ing authority to place any employee on a period of involuntary leave of ab-
25 sence should the superintendent or designee believe that such action is in
26 the best interest of the district. Upon the superintendent or designee's ac-
27 tion to place a certificated employee on a period of involuntary leave of ab-
28 sence, the board shall ratify or nullify the action of the superintendent or
29 designee at the next regularly scheduled meeting of the board or at a special
30 meeting of the board should the next regularly scheduled meeting of the board
31 not be within a period of twenty-one (21) days from the date of the action.

32 (a) Where there is a criminal court order preventing the certificated
33 employee from being in the presence of minors or students, preventing
34 the employee from being in the presence of any other adult individual
35 employed at the school or detaining the employee in prison or jail, the
36 certificated employee's involuntary leave of absence shall be without
37 pay due to the certificated employee's inability to perform the essen-
38 tial functions of the employee's position. Without such a condition or
39 situation, the involuntary leave of absence shall be with pay.

40 (i) During the period of involuntary leave of absence without
41 pay, the salary of the certificated employee will be maintained
42 in a district-managed account. Should the certificated employee
43 return to the district for active employment subsequent to the
44 removal or dismissal of the court order, acquittal or adjudication
45 of innocence, the district shall remit the salary funds, less the
46 cost incurred by the district for the substitute hired to replace
47 the certificated employee. Further, should the certificated em-
48 ployee return to the district under the provisions established
49 in this subsection, the district shall arrange to have the cer-
50 tificated employee credited with the public employee retirement

1 system of Idaho (PERSI) for the certificated employee's time away
2 from work during the period of leave of absence.

3 (ii) During the period of involuntary leave of absence, the dis-
4 trict shall continue to pay the district's portion of monthly
5 costs associated with the certificated employee's health insur-
6 ance benefits. The assumption of this payment by the district
7 shall not alter the certificated employee's financial obliga-
8 tions, if any, under the policy.

9 (b) Should there be dual court orders preventing more than one (1) em-
10 ployee from being in the presence of one (1) or more other employees, all
11 employees subject to the court order shall be excluded from the school
12 pursuant to ~~subsection 7.(a) of this section~~ paragraph (a) of this sub-
13 section.

14 (c) If the period of involuntary leave of absence is due to the dis-
15 trict's need to conduct an investigation into the conduct of the cer-
16 tificated employee, and there are no related criminal ~~investigation(s)~~
17 investigations and/or criminal charges of any nature pending, the ad-
18 ministration shall complete its investigation within a period of sixty
19 (60) working days. On or before the sixtieth working day, the adminis-
20 trative leave shall either cease and the certificated employee shall be
21 returned to his position of employment or the administration shall ad-
22 vance a personnel recommendation to the board of trustees. If a rec-
23 ommendation is advanced, the involuntary leave of absence shall con-
24 tinue until such time as the district board has made its decision in re-
25 gard to the personnel recommendation, with such decision effectively
26 concluding the involuntary leave of absence. If a related criminal in-
27 vestigation is occurring and/or criminal charges are pending, the dis-
28 trict shall not be bound to any limitation as to the duration of involun-
29 tary leave of absence. The timelines established in this section may be
30 waived or modified by mutual agreement.

31 SECTION 6. That Section 33-1271, Idaho Code, be, and the same is hereby
32 amended to read as follows:

33 33-1271. SCHOOL DISTRICTS -- PROFESSIONAL EMPLOYEES -- NEGOTIATION
34 AGREEMENTS. (1) The board of trustees of each school district, includ-
35 ing specially chartered districts, or ~~the designated representative(s)~~
36 representatives of such district, is hereby empowered to and shall, upon
37 its own initiative or upon the request of a local education organization
38 representing a majority of the professional employees, enter into a nego-
39 tiation agreement with the local education organization or ~~the designated~~
40 representative(s) representatives of such organization.

41 ~~(1)~~ (2) The parties to such negotiations shall negotiate in good faith
42 on those matters specified in any such negotiation agreement between the lo-
43 cal board of trustees and the local education organization, unless otherwise
44 prohibited by section 33-1275, Idaho Code, or any other applicable law.

45 ~~(2)~~ (3) A request for negotiations may be initiated by either party to
46 such negotiation agreement.

47 ~~(3)~~ (4) Upon either party making a request for negotiations, the lo-
48 cal education organization, upon board request, shall provide to the dis-
49 trict written evidence establishing that the local education organization

1 represents fifty percent (50%) plus one (1) of the professional employees
 2 for negotiations. If requested by the board, the local education organiza-
 3 tion shall establish this representative status on an annual basis, prior to
 4 the commencement of negotiations. In order to establish a local education
 5 organization's representative status, a local education organization must
 6 show that within the last two (2) years, fifty percent (50%) plus one (1) of
 7 the professional employees, as defined in section 33-1272, Idaho Code, in-
 8 dicated agreement to be represented by the local education organization for
 9 negotiation purposes. Evidence of fifty percent (50%) plus one (1) incon-
 10 sistent with this provision shall not be counted in the establishment of rep-
 11 resentative status.

12 ~~(4)~~ (5) Accurate records or minutes of the proceedings shall be kept and
 13 shall be available for public inspection at the office of the affected school
 14 district during normal business hours.

15 ~~(5)~~ (6) Joint ratification of all final offers of settlement shall be
 16 made in open meetings. Each party must provide written evidence confirming
 17 to the other that majority ratification has occurred.

18 SECTION 7. That Section 33-1272, Idaho Code, be, and the same is hereby
 19 amended to read as follows:

20 33-1272. DEFINITIONS. (1) As used in this act:

21 ~~(1)~~ (a) "Professional employee" means any certificated employee of a
 22 school district, including charter districts; provided however, that
 23 administrative personnel including superintendents, supervisors or
 24 principals are excluded from the professional employee group for the
 25 purposes of negotiations.

26 ~~(2)~~ (b) "Local education organization" or "teachers union" means any
 27 local district organization duly chosen and selected by fifty percent
 28 (50%) plus one (1) of the professional employees, excluding adminis-
 29 trative personnel as addressed in this section, as their representative
 30 organization for negotiations under this act, as well as any organiza-
 31 tion seeking such status.

32 ~~(3)~~ (c) "Negotiations" means publicly meeting and conferring in good
 33 faith by a local board of trustees and the authorized local educa-
 34 tion organization, or the respective designated representatives of
 35 both parties for the purpose of reaching an agreement, ~~upon~~ on matters
 36 and conditions subject to negotiations as specified in a negotiation
 37 agreement between said parties and not otherwise prohibited by section
 38 33-1275, Idaho Code, or any other applicable law.

39 (2) For the purposes of this section, "good faith" means honesty, fair-
 40 ness and lawfulness of purpose with the absence of any intent to defraud, act
 41 maliciously, or take unfair advantage or the observance of reasonable stan-
 42 dards of fair dealing.

43 SECTION 8. That Section 33-1275, Idaho Code, be, and the same is hereby
 44 amended to read as follows:

45 33-1275. TERMS OF AGREEMENTS. (1) All agreements, by any name or ti-
 46 tle, entered into pursuant to the provisions of this act, shall have a one
 47 (1) year duration of July 1 through June 30 of the ensuing fiscal year. The

1 parties shall not have the authority to enter into any agreement negotiated
2 under the provisions of this act that has any term that allows for such agree-
3 ment or any provision of such agreement to be in any force or effect for mul-
4 tiple years or indefinitely, or otherwise does not expire on its own terms on
5 or before June 30 of the ensuing fiscal year.

6 (2) Notwithstanding the provisions of subsection (1) of this section,
7 upon mutual ratification, any item other than compensation and benefits as
8 defined in subsection (3) of this section of any agreement entered into pur-
9 suant to this act may have a nonrolling two (2) year duration with a desig-
10 nated start date and end date. A second year term for any item not defined in
11 subsection (3) of this section cannot be added, automatically or by mutual
12 consent, back into the agreement after the expiration of the first year but
13 rather may be addressed by the parties at the expiration of the end date of
14 the two (2) year term.

15 (3) For purposes of this section, "compensation" means salary and ben-
16 efits for professional employees. "Benefits" means employee insurance,
17 leave time and sick leave benefits.

18 (4) No agreement, by any name or title, entered into pursuant to the
19 provisions of this section or otherwise may require or permit a school dis-
20 trict, including specially chartered districts, to use taxpayer funding to
21 promote a teachers union or its affiliate in a manner prohibited by section
22 74-408, Idaho Code. Any provision of any agreement in violation of this sub-
23 section is null and void, contrary to public policy, and of no legal effect.

24 SECTION 9. SEVERABILITY. The provisions of this act are hereby declared
25 to be severable and if any provision of this act or the application of such
26 provision to any person or circumstance is declared invalid for any reason,
27 such declaration shall not affect the validity of the remaining portions of
28 this act.

29 SECTION 10. An emergency existing therefor, which emergency is hereby
30 declared to exist, this act shall be in full force and effect on and after
31 July 1, 2025.