

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 601

BY COMMERCE AND HUMAN RESOURCES COMMITTEE

AN ACT

1 RELATING TO COLLECTIVE BARGAINING; AMENDING TITLE 44, IDAHO CODE, BY THE
2 ADDITION OF A NEW CHAPTER 28, TITLE 44, IDAHO CODE, TO PROVIDE A DECLARATION OF POLICY,
3 TO DEFINE TERMS, TO ESTABLISH PROVISIONS REGARDING
4 THE PROHIBITION OF TAXPAYER FUNDING OF GOVERNMENT UNIONS, TO PROVIDE
5 FOR ENFORCEMENT AND PENALTIES, AND TO PROVIDE FOR APPLICATION; AMENDING
6 SECTION 33-513, IDAHO CODE, TO REMOVE A PROVISION REGARDING ATTEN-
7 DANCE AT CERTAIN MEETINGS OF THE STATE TEACHERS ASSOCIATION AND TO MAKE
8 TECHNICAL CORRECTIONS; AMENDING SECTION 33-1271, IDAHO CODE, TO RE-
9 VISE PROVISIONS REGARDING SCHOOL DISTRICTS, PROFESSIONAL EMPLOYEES,
10 AND NEGOTIATION AGREEMENTS; AMENDING SECTION 33-1275, IDAHO CODE, TO
11 PROHIBIT TAXPAYER FUNDING OF LOCAL EDUCATION ORGANIZATIONS; PROVIDING
12 SEVERABILITY; PROVIDING APPLICABILITY; AND DECLARING AN EMERGENCY AND
13 PROVIDING AN EFFECTIVE DATE.
14

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

16 SECTION 1. That Title 44, Idaho Code, be, and the same is hereby amended
17 by the addition thereto of a NEW CHAPTER, to be known and designated as Chap-
18 ter 28, Title 44, Idaho Code, and to read as follows:

19 CHAPTER 28
20 GOVERNMENT UNIONS

21 44-2801. DECLARATION OF POLICY. The legislature of the state of Idaho
22 finds and declares that:

- 23 (1) Public employees are free to form and join membership organiza-
24 tions, professional associations, labor unions, or similar organizations of
25 their own choosing to advance their mutual interests.
- 26 (2) Unlike private sector labor relations, collective bargaining be-
27 tween government entities and labor unions representing public employees is
28 an inherently political process with significant implications for the size,
29 cost, operations, transparency, and accountability of government.
- 30 (3) The operation of state and local government in Idaho is to be deter-
31 mined by the people through their elected representatives rather than by un-
32 elected private interests, and therefore, no public employer should autho-
33 rize or engage in collective bargaining with labor organizations represent-
34 ing government employees unless the legislature finds collective bargaining
35 in that instance to be in the public interest and expressly authorizes it by
36 statute.
- 37 (4) To advance the existing policy of the state of Idaho that special
38 interests be prevented from unduly influencing governmental action and that
39 governmental functions and policies reflect, to the maximum extent possi-
40 ble, the public interest, public funds and taxpayer-funded facilities, sys-

1 tems, and resources should not be used to preferentially aid or subsidize,
2 directly or indirectly, the operations or advocacy of government unions.

3 44-2802. DEFINITIONS. As used in this chapter:

4 (1) "Affiliate" means any membership organization affiliated with a
5 government union or with which a government union is affiliated.

6 (2) "Collective bargaining agreement" means:

7 (a) A written agreement negotiated between a public employer and gov-
8 ernment union that addresses public employee compensation, benefits,
9 or other terms or conditions of employment; or

10 (b) A negotiated agreement governed by sections 33-1271 through
11 33-1276, Idaho Code.

12 (3) "Government union" means:

13 (a) An organization of any kind, agency, or employee representation
14 committee or union that exists for the purpose, in whole or in part, of
15 dealing with public employers concerning public employee compensation,
16 benefits, or other terms or conditions of employment; or

17 (b) A local education organization as defined in section 33-1272, Idaho
18 Code.

19 (4) "Government union activities" means activities undertaken at the
20 direction of, on behalf of, or to advance the purposes of a government union
21 or its affiliate by:

22 (a) Supporting or opposing any candidate for federal, state, or local
23 public office;

24 (b) Influencing the passage or defeat of any federal or state legisla-
25 tion, federal or state regulation, local ordinance, or any ballot mea-
26 sure;

27 (c) Promoting or soliciting membership or participation in, or finan-
28 cial support of, a government union or its affiliate;

29 (d) Seeking to become the exclusive representative of a unit of public
30 employees for the purposes of collective bargaining;

31 (e) Participating in the administration, business, or internal gover-
32 nance of a government union or its affiliate;

33 (f) Preparing, conducting, or attending government union or affili-
34 ate events, conferences, conventions, meetings, or trainings, unless
35 such training is directly related to the performance of public employ-
36 ees' job duties;

37 (g) Distributing government union or affiliate communications;

38 (h) Representing or speaking on behalf of a government union or its af-
39 filiate in any setting, venue, or procedure in which the public employer
40 is not a participant;

41 (i) Preparing, filing, or pursuing grievances;

42 (j) Representing public employees in investigatory interviews, disci-
43 plinary proceedings, or appeals, up to and including termination, or
44 other administrative or legal proceedings;

45 (k) Engaging in collective bargaining and any related mediation or ar-
46 bitration;

47 (l) Administering a collective bargaining agreement; or

48 (m) Participating in labor-management committees.

49 (5) "Public employee" means:

- 1 (a) An employee of a public employer; or
 2 (b) A professional employee as defined in section 33-1272, Idaho Code.
 3 (6) (a) "Public employer" means:
 4 (i) The state of Idaho or an agency, commission, or other govern-
 5 mental body of the state; or
 6 (ii) A county, municipality, school district, including a spe-
 7 cially chartered district, highway district, planning and zoning
 8 commission, or any other political subdivision or local govern-
 9 mental body of the state of Idaho.
 10 (b) "Public employer" does not include:
 11 (i) A corporate authority as defined in section 44-1801, Idaho
 12 Code; or
 13 (ii) A city that is governed by title 50, Idaho Code.
 14 (7) "Representational activities" means those activities specified in
 15 subsection (4) (i) through (m) of this section.

- 16 44-2803. TAXPAYER FUNDING OF GOVERNMENT UNIONS PROHIBITED. (1) No
 17 public employer, its agents, or representatives may use or authorize the use
 18 of taxpayer funds to promote government unions by:
 19 (a) Deducting dues, fees, assessments, fines, or contributions from
 20 the pay of a public employee on behalf of a government union or its af-
 21 filiate;
 22 (b) Increasing a public employee's compensation with the intent that
 23 the additional compensation, or a part of it, be used to pay government
 24 union or affiliate dues, fees, assessments, fines, or contributions;
 25 (c) Providing more personal or contact information of a public employee
 26 to a government union or its affiliate than the public employer is re-
 27 quired to disclose pursuant to chapter 1, title 74, Idaho Code, unless
 28 the public employer receives written authorization from the public em-
 29 ployee to disclose additional information;
 30 (d) Requiring or coercing a public employee to meet, communicate, lis-
 31 ten to, or otherwise interact with a government union or its affiliate;
 32 (e) Distributing communications or membership solicitations on behalf
 33 of a government union or its affiliate;
 34 (f) Contributing public funds to, or expending public funds on behalf
 35 of, a government union or its affiliate; or
 36 (g) Except as provided by sections 33-1216 and 33-1279, Idaho Code, and
 37 except as otherwise provided by this section, providing any form of com-
 38 pensation or paid leave to a public employee, directly or indirectly,
 39 for the purpose of engaging in government union activities.
 40 (2) If provided by a collective bargaining agreement between a public
 41 employer and a government union:
 42 (a) A public employee may be granted time off without pay or benefits to
 43 engage in government union activities, and a government union may com-
 44 pensate a public employee for engaging in government union activities.
 45 (b) A public employee may use compensated personal leave, whether the
 46 public employee's own leave or leave voluntarily donated by other pub-
 47 lic employees, to engage in government union activities if:

- 1 (i) The leave is accrued at the same rate by similarly situated
 2 public employees of the public employer without regard to member-
 3 ship or participation in a government union; and
 4 (ii) The public employee may freely choose how to use the leave.
 5 (c) A public employee may engage in representational activities while
 6 in a duty status without loss of pay or benefits if:
 7 (i) The government union reports to the public employer no less
 8 than twice per calendar year the amount of time, in increments
 9 rounded to the nearest quarter of an hour, spent on representa-
 10 tional activities each day by each public employee engaged in
 11 representational activities;
 12 (ii) The public employer calculates the pro rata value of compen-
 13 sation, including wages and benefits, paid or accruing to a pub-
 14 lic employee for time spent engaged in representational activi-
 15 ties and provides an invoice to the government union no less than
 16 twice per calendar year for the amounts so calculated; and
 17 (iii) Upon receipt of the invoice from the public employer, the
 18 government union remits full payment to the public employer within
 19 thirty (30) days.

20 44-2804. ENFORCEMENT AND PENALTIES.

- 21 (1) (a) A person who violates the provisions of section 44-2803, Idaho
 22 Code, shall be subject to a civil penalty not to exceed two hundred and
 23 fifty dollars (\$250).
 24 (b) A person who knowingly violates the provisions of section 44-2803,
 25 Idaho Code, shall be subject to a civil penalty not to exceed one thou-
 26 sand five hundred dollars (\$1,500).
 27 (c) A person who knowingly violates the provisions of section 44-2803,
 28 Idaho Code, and who has previously admitted to committing or has been
 29 previously determined to have committed a violation pursuant to para-
 30 graph (b) of this subsection shall be subject to a civil penalty not to
 31 exceed two thousand five hundred dollars (\$2,500).
 32 (2) The attorney general or appropriate county prosecutor shall inves-
 33 tigate complaints regarding the violation of a provision of section 44-2803,
 34 Idaho Code, and shall ensure the effective enforcement of this section.

35 44-2805. APPLICATION. Nothing in section 44-2803, Idaho Code, shall
 36 be construed to:

- 37 (1) Authorize a public employer, who does not independently possess
 38 such authority, to engage in collective bargaining with a government union.
 39 (2) Limit the right of firefighters to collectively bargain as provided
 40 by chapter 18, title 44, Idaho Code.
 41 (3) Limit any right a city may possess to authorize and engage in col-
 42 lective bargaining pursuant to the provisions of title 50, Idaho Code.
 43 (4) Require a public employer to take actions that would violate the
 44 provisions of 49 U.S.C. 5333(b) or jeopardize its continued eligibility to
 45 receive federal transit administration funding.

46 SECTION 2. That Section 33-513, Idaho Code, be, and the same is hereby
 47 amended to read as follows:

1 33-513. PROFESSIONAL PERSONNEL. The board of trustees of each school
2 district, including any specially chartered district, shall have the fol-
3 lowing powers and duties:

4 ~~1-~~ (1) To employ professional personnel, on written contract in a form
5 approved by the state superintendent of public instruction, conditioned
6 ~~upon~~ on a valid certificate being held by such professional personnel at the
7 time of entering upon the duties thereunder. Should the board of trustees
8 fail to enter into written contract for the employment of any such person,
9 the state superintendent of public instruction shall withhold ensuing ap-
10 portionments until such written contract ~~be~~ is entered into. When the board
11 of trustees has delivered a proposed contract for the next ensuing year to
12 any such person, such person shall have a period of time to be determined by
13 the board of trustees in its discretion, but in no event less than ten (10)
14 calendar days from the date the contract is delivered, in which to sign the
15 contract and return it to the board. If the board of trustees does not make a
16 determination as to how long the person has to sign and return the contract,
17 the default time limit shall be twenty-one (21) calendar days after the con-
18 tract is delivered to the person. Delivery of a contract may be made only
19 in person or by certified mail, return receipt requested or electronically,
20 return receipt requested. When delivery is made in person, delivery of the
21 contract must be acknowledged by a signed receipt. When delivery is made
22 by certified mail or electronically, delivery must be acknowledged by the
23 return of the certified mail receipt or return electronic receipt from the
24 person to whom the contract was sent. If the delivery is made electroni-
25 cally, with return electronic receipt, and the district has not received a
26 return of a signed contract and has not received an electronic read receipt
27 from the employee, the district shall then resend the original electroni-
28 cally delivered contract to the employee via certified mail, return receipt
29 requested, and provide such individual with a new date for contract return.
30 Should the person willfully refuse to acknowledge receipt of the contract or
31 the contract is not signed and returned to the board in the designated period
32 of time or if no designated period of time is set by the board, the default
33 time, the board or its designee may declare the position vacant.

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

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

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

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

14 ~~3.~~ (3) To employ through written contract principals who shall hold a
15 valid certificate appropriate to the position for which they are employed,
16 who shall supervise the operation and management of the school in accordance
17 with the policies established by the board of trustees and who shall be under
18 the supervision of the superintendent.

19 ~~4.~~ (4) To employ assistant superintendents and principals for a term
20 not to exceed two (2) years. Service performed under such contract shall
21 be included in meeting the provisions of section 33-515, Idaho Code, as a
22 teacher and persons eligible for a renewable contract as a teacher shall re-
23 tain such eligibility. The superintendent, the superintendent's designee,
24 or in a school district that does not employ a superintendent, the board
25 of trustees, shall conduct an annual, written evaluation of each such em-
26 ployee's performance to be completed no later than June 1.

27 ~~5.~~ (5) To suspend, grant leave of absence, place on probation or dis-
28 charge certificated professional personnel for a material violation of any
29 lawful rules or regulations of the board of trustees or of the state board of
30 education, or for any conduct ~~which that~~ could constitute grounds for revo-
31 cation of a teaching certificate. Any certificated professional employee,
32 except the superintendent, may be discharged during a contract term under
33 the following procedures:

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

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

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

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

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

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

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

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

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

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

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

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

29 (m) If the employee appeals the decision of the board of trustees to
30 the district court, the district court may affirm the board's decision
31 or set it aside and remand the matter to the board of trustees ~~upon~~ on
32 the following grounds and shall not set the same aside for any other
33 grounds:

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

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

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

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

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

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

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

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

46 (o) Record augmentation on appeal:

47 (i) If, before the date set for any hearing at the district court,
48 application is made to the court for leave to present additional
49 evidence and it is shown to the satisfaction of the court that the
50 additional evidence is material, relates to the validity of the

1 board action and that there was good cause for failure to present
2 it in the proceeding before the board, then the court may remand
3 the matter to the board with direction that the board receive addi-
4 tional evidence and conduct additional fact-finding;

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

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

11 ~~6.~~ (6) To grant an employee's request for voluntary leave of absence.
12 The board of trustees may delegate ongoing authority to grant an employee's
13 request for voluntary leave of absence to the district's superintendent or
14 other designee. Upon the superintendent or designee's granting of an em-
15 ployee's request for voluntary leave of absence, the board shall ratify or
16 nullify the action at the next regularly scheduled board meeting.

17 ~~7.~~ (7) To delegate to the superintendent or other designee the ongo-
18 ing authority to place any employee on a period of involuntary leave of ab-
19 sence should the superintendent or designee believe that such action is in
20 the best interest of the district. Upon the superintendent or designee's ac-
21 tion to place a certificated employee on a period of involuntary leave of ab-
22 sence, the board shall ratify or nullify the action of the superintendent or
23 designee at the next regularly scheduled meeting of the board or at a special
24 meeting of the board should the next regularly scheduled meeting of the board
25 not be within a period of twenty-one (21) days from the date of the action.

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

34 (i) During the period of involuntary leave of absence without
35 pay, the salary of the certificated employee will be maintained
36 in a district-managed account. Should the certificated employee
37 return to the district for active employment subsequent to the
38 removal or dismissal of the court order, acquittal or adjudication
39 of innocence, the district shall remit the salary funds, less the
40 cost incurred by the district for the substitute hired to replace
41 the certificated employee. Further, should the certificated em-
42 ployee return to the district under the provisions established
43 in this subsection, the district shall arrange to have the cer-
44 tificated employee credited with the public employee retirement
45 system of Idaho (PERSI) for the certificated employee's time away
46 from work during the period of leave of absence.

47 (ii) During the period of involuntary leave of absence, the dis-
48 trict shall continue to pay the district's portion of monthly
49 costs associated with the certificated employee's health insur-
50 ance benefits. The assumption of this payment by the district

1 shall not alter the certificated employee's financial obliga-
2 tions, if any, under the policy.

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

8 (c) If the period of involuntary leave of absence is due to the dis-
9 trict's need to conduct an investigation into the conduct of the cer-
10 tificated employee, and there are no related criminal ~~investigation(s)~~
11 ~~and/or investigations~~ or criminal charges of any nature pending, the
12 administration shall complete its investigation within a period of
13 sixty (60) working days. On or before the sixtieth working day, the
14 administrative leave shall either cease and the certificated employee
15 shall be returned to his position of employment or the administration
16 shall advance a personnel recommendation to the board of trustees. If
17 a recommendation is advanced, the involuntary leave of absence shall
18 continue until such time as the district board has made its decision in
19 regard to the personnel recommendation with such decision effectively
20 concluding the involuntary leave of absence. If a related criminal
21 investigation is occurring ~~and/or~~ or criminal charges are pending, the
22 district shall not be bound to any limitation as to the duration of in-
23 voluntary leave of absence. The timelines established in this section
24 may be waived or modified by mutual agreement.

25 SECTION 3. That Section 33-1271, Idaho Code, be, and the same is hereby
26 amended to read as follows:

27 33-1271. SCHOOL DISTRICTS -- PROFESSIONAL EMPLOYEES -- NEGOTIATION
28 AGREEMENTS. (1) The board of trustees of each school district, includ-
29 ing specially chartered districts, or ~~the designated representative(s)~~
30 representatives of such district, is hereby empowered to and shall, upon
31 its own initiative or upon the request of a local education organization
32 representing a majority of the professional employees, enter into a nego-
33 tiation agreement with the local education organization or ~~the designated~~
34 representative(s) representatives of such organization.

35 ~~(1)~~ (2) The parties to ~~such~~ negotiations shall negotiate in good faith
36 on those matters specified in any such negotiation agreement between the lo-
37 cal board of trustees and the local education organization, unless otherwise
38 prohibited by section 44-2803, Idaho Code, or any other applicable law.

39 ~~(2)~~ (3) A request for negotiations may be initiated by either party to
40 such negotiation agreement.

41 ~~(3)~~ (4) Upon either party making a request for negotiations, the lo-
42 cal education organization, upon board request, shall provide to the dis-
43 trict written evidence establishing that the local education organization
44 represents fifty percent (50%) plus one (1) of the professional employees
45 for negotiations. If requested by the board, the local education organiza-
46 tion shall establish this representative status on an annual basis, prior to
47 the commencement of negotiations. In order to establish a local education
48 organization's representative status, a local education organization must
49 show that within the last two (2) years, fifty percent (50%) plus one (1) of

1 the professional employees, as defined in section 33-1272, Idaho Code, in-
2 dicated agreement to be represented by the local education organization for
3 negotiation purposes. Evidence of fifty percent (50%) plus one (1) incon-
4 sistent with this provision shall not be counted in the establishment of rep-
5 resentative status.

6 ~~(4)~~ (5) Accurate records or minutes of the proceedings shall be kept and
7 shall be available for public inspection at the office of the affected school
8 district during normal business hours.

9 ~~(5)~~ (6) Joint ratification of all final offers of settlement shall be
10 made in open meetings. Each party must provide written evidence confirming
11 to the other that majority ratification has occurred.

12 SECTION 4. That Section 33-1275, Idaho Code, be, and the same is hereby
13 amended to read as follows:

14 33-1275. TERMS OF AGREEMENTS. (1) All agreements, by any name or ti-
15 tle, entered into pursuant to the provisions of this act, shall have a one
16 (1) year duration of July 1 through June 30 of the ensuing fiscal year. The
17 parties shall not have the authority to enter into any agreement negotiated
18 under the provisions of this act that has any term that allows for such agree-
19 ment or any provision of such agreement to be in any force or effect for mul-
20 tiple years or indefinitely, or otherwise does not expire on its own terms on
21 or before June 30 of the ensuing fiscal year.

22 (2) Notwithstanding the provisions of subsection (1) of this section,
23 upon mutual ratification, any item other than compensation and benefits as
24 defined in subsection (3) of this section of any agreement entered into pur-
25 suant to this act may have a nonrolling two (2) year duration with a desig-
26 nated start date and end date. A second year term for any item not defined in
27 subsection (3) of this section cannot be added, automatically or by mutual
28 consent, back into the agreement after the expiration of the first year but
29 rather may be addressed by the parties at the expiration of the end date of
30 the two (2) year term.

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

34 (4) No agreement by any name or title that is entered into pursuant to
35 the provisions of this section or otherwise may require or permit a school
36 district, including specially chartered districts, to use taxpayer funding
37 to promote a local education organization or its affiliate in a manner pro-
38 hibited by section 44-2803, Idaho Code. Any provision of an agreement in vi-
39 olation of this subsection shall be null and void, contrary to public policy,
40 and of no legal force or effect.

41 SECTION 5. SEVERABILITY. The provisions of this act are hereby declared
42 to be severable and if any provision of this act or the application of such
43 provision to any person or circumstance is declared invalid for any reason,
44 such declaration shall not affect the validity of the remaining portions of
45 this act.

1 SECTION 6. APPLICABILITY. The provisions of this act shall apply to all
2 contracts entered into or amended on or after July 1, 2026, and shall apply to
3 any renewal or extension of any existing contract on or after that date.

4 SECTION 7. An emergency existing therefor, which emergency is hereby
5 declared to exist, this act shall be in full force and effect on and after
6 July 1, 2026.