LEGISLATURE OF THE STATE OF IDAHO

Sixty-eighth Legislature Second Regular Session - 2026

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 516, As Amended in the Senate

BY EDUCATION COMMITTEE

AN ACT

RELATING TO EDUCATION; AMENDING SECTION 33-1271, IDAHO CODE, TO REVISE PROVISIONS REGARDING SCHOOL DISTRICTS, PROFESSIONAL EMPLOYEES, AND NEGOTIATION AGREEMENTS; AMENDING SECTION 33-1272, IDAHO CODE, TO DEFINE TERMS; AMENDING SECTION 33-1275, IDAHO CODE, TO PROHIBIT TAXPAYER FUNDING OF TEACHERS UNIONS; AMENDING CHAPTER 12, TITLE 33, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 33-1277, IDAHO CODE, TO PROHIBIT TAXPAYER FUNDING OF TEACHERS UNIONS; AMENDING SECTION 33-513, IDAHO CODE, TO REMOVE A PROVISION REGARDING ATTENDANCE AT CERTAIN MEETINGS OF THE STATE TEACHERS ASSOCIATION AND TO MAKE TECHNICAL CORRECTIONS; PROVIDING SEVERABILITY; PROVIDING APPLICABILITY; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Section 33-1271, Idaho Code, be, and the same is hereby amended to read as follows:

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

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

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

~~(3)~~ (4) Upon either party making a request for negotiations, the local education organization, upon board request, shall provide to the district written evidence establishing that the local education organization represents fifty percent (50%) plus one (1) of the professional employees for negotiations. If requested by the board, the local education organization shall establish this representative status on an annual basis, 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 section 33-1272, Idaho Code, indicated agreement to be represented by the local education organization for negotiation purposes. Evidence of fifty percent (50%) plus one (1) incon-

sistent with this provision shall not be counted in the establishment of representative status.

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

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

SECTION 2. That Section 33-1272, Idaho Code, be, and the same is hereby amended to read as follows:

33-1272. DEFINITIONS. As used in this act:

(1) "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 documents 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.

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

(2) "Local education organization" or "teachers union" means any local district organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, excluding administrative personnel as addressed in this section, as their representative organization for negotiations under this act, as well as any organization seeking such status.

(3) "Negotiations" means publicly meeting and conferring in good faith by a local board of trustees and the authorized local education organization, or the respective designated representatives of both parties 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 section 33-1275, Idaho Code, or any other applicable law.

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

(5) "Representational activities" means the activities specified in paragraphs (i) through (m) of subsection (6) of this section.

(6) "Teachers union activities" means any of the following activities undertaken at the direction of, on behalf of, or to advance the purposes of a teachers union or its affiliate:

(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 affiliate;
(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;
(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;
(i) Preparing, filing, or pursuing grievances;
(j) Representing professional employees in investigatory interviews, disciplinary proceedings or appeals up to and including termination, or other administrative or legal proceedings;
(k) Engaging in negotiations and any related mediation;
(l) Administering a negotiation agreement; or
(m) Participating in labor-management committees.

For the purposes of this section, "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.

SECTION 3. That Section 33-1275, Idaho Code, be, and the same is hereby amended to read as follows:

33-1275. TERMS OF AGREEMENTS. (1) All agreements, by any name or title, entered into pursuant to the provisions of this act, shall have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. The parties shall not have the authority to enter into any agreement negotiated under the provisions of this act that has any term that allows for such agreement or any provision of such agreement to be 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.

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

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

(4) No agreement by any name or title that is entered into pursuant to the provisions of this section or otherwise may require or permit a school district, including specially chartered districts, to use taxpayer funds to promote a teachers union or its affiliate in a manner prohibited by section 33-1277, Idaho Code. Any provision of an agreement in violation of this subsection shall be null and void, contrary to public policy, and of no legal force or effect.

SECTION 4. That Chapter 12, Title 33, Idaho Code, be, and the same is hereby amended by the addition thereto of a NEW SECTION, to be known and designated as Section 33-1277, Idaho Code, and to read as follows:

33-1277. TAXPAYER FUNDING OF TEACHERS UNIONS PROHIBITED. (1) No school district, including a specially chartered district, or its agents or representatives, may use or authorize the use of taxpayer funds to support teachers unions by:

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

(b) 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;

(c) Providing more personal or contact information of a professional employee to a teachers union or its affiliate than the school district is required to disclose pursuant to chapter 1, title 74, Idaho Code, unless the school district receives written authorization from the professional employee to disclose additional information;

(d) Requiring or coercing a professional employee to meet, communicate, listen to, or otherwise interact with a teachers union or its affiliate;

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

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

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

(2) If provided by a negotiated agreement between a school district, including a specially chartered district, and a teachers union:

(a) 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.

(b) A professional employee may use compensated personal leave, whether the professional employee's own leave or leave voluntarily

donated by other professional employees, to engage in teachers union activities if:

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

(ii) The professional employee may freely choose how to use the leave.

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

(i) The teachers union reports to the school 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;

(ii) The school 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

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

(3)(a) A person who violates the provisions of this section shall be subject to a civil penalty not to exceed two hundred fifty dollars ($250).

(b) A person who knowingly violates the provisions of this section shall be subject to a civil penalty not to exceed one thousand five hundred dollars ($1,500).

(c) A person who knowingly violates the provisions of this section and who has previously admitted to committing or has been previously determined to have committed a violation pursuant to this subsection shall be subject to a civil penalty not to exceed two thousand five hundred dollars ($2,500).

(4) The attorney general or appropriate county prosecutor may investigate complaints regarding violations of this section and shall ensure the effective enforcement of this section.

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

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

~~1.~~ (1) To employ professional personnel, on written contract in a form approved by the state superintendent of public instruction, conditioned ~~upon~~ on a valid certificate being held by such professional personnel at the time of entering upon the duties thereunder. Should the board of trustees fail to enter into written contract for the employment of any such person, the state superintendent of public instruction shall withhold ensuing apportionments until such written contract ~~be~~ is entered into. When the board of trustees has delivered a proposed contract for the next ensuing year to

any such person, such person shall have a period of time to be determined by the board of trustees in its discretion, but in no event less than ten (10) calendar days from the date the contract is delivered, in which to sign the contract and return it to the board. If the board of trustees does not make a determination as to how long the person has to sign and return the contract, the default time limit shall be twenty-one (21) calendar days after the contract is delivered to the person. Delivery of a contract may be made only in person or by certified mail, return receipt requested or electronically, return receipt requested. When delivery is made in person, delivery of the contract must be acknowledged by a signed receipt. When delivery is made by certified mail or electronically, delivery must be acknowledged by the return of the certified mail receipt or return electronic receipt from the person to whom the contract was sent. If the delivery is made electronically, with return electronic receipt, and the district has not received a return of a signed contract and has not received an electronic read receipt from the employee, the district shall then resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and provide such individual with a new date for contract return. Should the person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the board in the designated period of time or if no designated period of time is set by the board, the default time, the board or its designee may declare the position vacant.

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

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

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

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

areas where improvement in the superintendent's job performance, in the view of the board of trustees, is called for.

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

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

~~5.~~ (5) To suspend, grant leave of absence, place on probation or discharge certificated professional personnel for a material violation of any lawful rules or regulations of the board of trustees or of the state board of education, or for any conduct ~~which~~ that could constitute grounds for revocation of a teaching certificate. Any certificated professional employee, except the superintendent, may be discharged during a contract term under the following procedures:

(a) The superintendent or any other duly authorized administrative officer of the school district may recommend the discharge of any certificated employee by filing with the board of trustees written notice specifying the alleged reasons for discharge.

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

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

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

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

(f) The employee may be represented by legal counsel and/or by a representative of a local or state teachers association.

(g) The chairman of the board or the designee of the chairman shall conduct the hearing.

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

(i) At the hearing, the superintendent or other duly authorized administrative officer shall present evidence to substantiate the allegations contained in such notice.

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

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

(l) Within fifteen (15) days following the close of the hearing, the board shall determine and, acting through its duly authorized administrative official, shall notify the employee in writing whether the evidence presented at the hearing established the truth of the allegations and whether the employee is to be retained, immediately discharged, or discharged upon termination of the current contract.

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

(i) That the findings of fact are not based ~~upon~~ on any substantial, competent evidence;

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

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

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

(i) In violation of constitutional or statutory provisions;

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

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

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

(o) Record augmentation on appeal:

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

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

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

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

~~7.~~ (7) To delegate to the superintendent or other designee the ongoing authority to place any employee on a period of involuntary leave of absence should the superintendent or designee believe that such action is in the best interest of the district. Upon the superintendent or designee's action to place a certificated employee on a period of involuntary leave of absence, the board shall ratify or nullify the action of the superintendent or designee at the next regularly scheduled meeting of the board or at a special meeting of the board should the next regularly scheduled meeting of the board not be within a period of twenty-one (21) days from the date of the action.

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

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

(ii) During the period of involuntary leave of absence, the district shall continue to pay the district's portion of monthly costs associated with the certificated employee's health insurance benefits. The assumption of this payment by the district shall not alter the certificated employee's financial obligations, if any, under the policy.

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

(c) If the period of involuntary leave of absence is due to the district's need to conduct an investigation into the conduct of the certificated employee, and there are no related criminal ~~investigation(s)~~

~~and/or~~ investigations or criminal charges of any nature pending, the administration shall complete its investigation within a period of sixty (60) working days. On or before the sixtieth working day, the administrative leave shall either cease and the certificated employee shall be returned to his position of employment or the administration shall advance a personnel recommendation to the board of trustees. If a recommendation is advanced, the involuntary leave of absence shall continue until such time as the district board has made its decision in regard to the personnel recommendation with such decision effectively concluding the involuntary leave of absence. If a related criminal investigation is occurring ~~and/or~~ or criminal charges are pending, the district shall not be bound to any limitation as to the duration of involuntary leave of absence. The timelines established in this section may be waived or modified by mutual agreement.

SECTION 6. SEVERABILITY. The provisions of this act are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

SECTION 7. APPLICABILITY. The provisions of this act shall apply to all contracts entered into or amended on or after July 1, 2026, and shall apply to any renewal or extension of any existing contract on or after that date.

SECTION 8. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after July 1, 2026.