

**Students Come First**

*Labor Relations & Employee Entitlements*

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1 Section 1 - 33-513 (effective immediately). This section requires  
2 that at least 50% of the performance evaluation for administrative  
3 personnel be based on growth in student achievement, after 6/30/12.  
4 This ensures that performance evaluations will be driven more by  
5 results, and less by inputs.  
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7 This section also limits the scope of any court review that would be  
8 performed if an employee appeals their dismissal by a school board to  
9 district court. Rather than perform a *de novo* review, the court would  
10 be limited to reviewing the findings of fact and whether the board  
11 acted in excess of its authority.  
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13 This section also provides that the board of trustees may place an  
14 employee on unpaid leave or probation if a court order prevents the  
15 employee from being in the presence of minors or students.  
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1 SECTION 1. That Section 33-513, Idaho Code, be, and the same is  
2 hereby amended to read as follows:  
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4 33-513.PROFESSIONAL PERSONNEL. The board of trustees of each school  
5 district including any specially chartered district, shall have the  
6 following powers and duties:

7 1. To employ professional personnel, on written contract in form  
8 approved by the state superintendent of public instruction,  
9 conditioned upon the provisions of Section 33-523, Idaho Code, and a  
10 valid certificate being held by such professional personnel at the  
11 time of entering upon the duties thereunder. Should the board of  
12 trustees fail to enter into written contract for the employment of any  
13 such person, the state superintendent of public instruction shall  
14 withhold ensuing apportionments until such written contract be entered  
15 into. When the board of trustees has delivered a proposed contract for  
16 the next ensuing year to any such person, such person shall have a  
17 period of time to be determined by the board of trustees in its  
18 discretion, but in no event less than ten (10) days from the date the  
19 contract is delivered, in which to sign the contract and return it to  
20 the board. If the board of trustees does not make a determination as  
21 to how long the person has to sign and return the contract, the  
22 default time limit shall be twenty-one (21) days after it is delivered  
23 to the person. Delivery of a contract may be made only in person or by  
24 certified mail, return receipt requested. When delivery is made in  
25 person, delivery of the contract must be acknowledged by a signed  
26 receipt. When delivery is made by certified mail, delivery must be  
27 acknowledged by the return of the certified mail receipt from the  
28 person to whom the contract was sent. Should the person willfully  
29 refuse to acknowledge receipt of the contract or the contract is not  
30 signed and returned to the board in the designated period of time, or  
31 if no designated period of time is set by the board, the default time,  
32 the board may declare the position vacant.

33 (a) The board of trustees shall withhold the salary of any  
34 teacher who does not hold a teaching certificate valid in this state.  
35 No teacher whose salary is withheld pursuant to this provision shall  
36 have the right to any amounts owed, notwithstanding the provisions of  
37 the Idaho Wage Claims Act or any other provision of law.

38 (b) The board of trustees ~~it~~ shall not contract to require any  
39 teacher to make up time spent in attending any meeting called by the  
40 state board of education or by the state superintendent of public  
41 instruction; nor while attending regularly scheduled official meetings  
42 of the state teachers' association.

43 2. In the case of school districts other than elementary school  
44 districts, to employ a superintendent of schools for a term not to  
45 exceed three (3) years, who shall be the executive officer of the  
46 board of trustees with such powers and duties as the board may  
47 prescribe. The superintendent shall also act as the authorized

48 representative of the district whenever such is required, unless some  
49 other person shall be named by the board of trustees to act as its  
50 authorized representative. The board of trustees shall conduct an  
51 annual, written formal evaluation of the work of the superintendent of  
52

1 the district. The evaluation shall indicate the strengths and  
2 weaknesses of the superintendent's job performance in the year  
3 immediately preceding the evaluation and areas where improvement in  
4 the superintendent's job performance, in the view of the board of  
5 trustees, is called for. For all evaluations conducted after June 30,  
6 2012, at least fifty percent (50%) of the evaluation shall be based on  
7 objective measure(s) of growth in student achievement, as determined  
8 by the board of trustees.

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

14 4. To employ assistant superintendents, directors, and  
15 principals and other district administrative employees for a term not  
16 to exceed two (2) years. ~~Service performed under such contract shall~~  
17 ~~be included in meeting the provisions of section 33-515, Idaho Code,~~  
18 ~~as a teacher and persons eligible for a renewable contract as a A~~  
19 ~~teacher holding renewable contract status in Idaho pursuant to Section~~  
20 ~~33-515, Idaho Code, immediately previous to such administrative~~  
21 ~~employment shall retain such eligibility. The superintendent, or in~~  
22 ~~the absence of a superintendent, the board of trustees, shall conduct~~  
23 ~~an annual, written evaluation of each such employee's performance.~~  
24 ~~For all evaluations conducted after June 30, 2012, at least fifty~~  
25 ~~percent (50%) of the evaluation shall be based on objective measure(s)~~  
26 ~~of growth in student achievement, as determined by the board of~~  
27 ~~trustees. In addition, input from the parents and guardians of~~  
28 ~~students shall be considered as a factor in the evaluation of~~  
29 ~~principals and any other school-based administrative employees~~  
30 ~~evaluation.~~

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

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

42  
43 (b) Upon receipt of such notice the board acting through their duly  
44 authorized administrative official, shall give the affected employee  
45 written notice of the allegations and the recommendation of discharge,  
46 along with written notice of a hearing before the board prior to any  
47 determination by the board of the truth of the allegations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Section 2 - 33-514 (effective immediately). This section replaces the  
2 current Category 1, 2 and 3 teacher contracts with new Category A, B  
3 and C contracts. A Category 1 contract is for teachers newly hired  
4 after August 1<sup>st</sup>. The new Category A contract is similar to the  
5 Category 1 contract, except it applies to all new first year teachers.  
6

7 A Category 2 contract is for second year teachers and first year  
8 teachers hired before August 1<sup>st</sup>. The Category B contract is similar  
9 to this contract, except it applies to all second and third year  
10 teachers, and any fourth or greater year teachers (unless the teacher  
11 already has a "continuing contract" (tenure)) to whom the board of  
12 trustees declines to offer a Category C contract.  
13

14 A Category 3 contract is for teachers in their third year. A Category  
15 C contract is similar, except it applies to fourth or greater year  
16 teachers (unless the teacher already has a "continuing contract"  
17 (tenure)), is offered at the discretion of the board (who can offer a  
18 Category B contract, instead), and can be given for a two year time  
19 period. At the end of the first year, the board has the option of  
20 adding the second year back to the end of the contract.  
21

22 Tenured teachers hired from other school districts can be given a  
23 Category B or C contract, or can continue to receive a continuing  
24 (tenure) contract, at the discretion of the board. Experienced  
25 teachers hired from out of state can be given a Category B or C  
26 contract.  
27

28 This section also requires that at least 50% of a teacher's  
29 performance evaluation must be based on growth in student achievement,  
30 after 6/30/12, and requires that all teachers be evaluated.  
31

32 This section also pushes the date by which school districts must make  
33 their individual contract offers to teachers from mid/late May to July  
34 1<sup>st</sup>. This will enable districts to wait until after final decisions  
35 have been made on salary and benefit issues for the ensuing school  
36 year before a new contract must be issued.  
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1 (n) The determination of the board of trustees shall be affirmed  
2 unless the employee's substantial rights, as that term is used in  
3 Section 67-5279, Idaho Code, are violated.

4 6. The board of trustees has the authority to grant any  
5 employee's request for a leave of absence. The board may also  
6 delegate this authority to the district superintendent or any other  
7 individual so designated by the board.

8 7. The board of trustees has the authority to delegate its  
9 authority to the district superintendent or any other individual so  
10 designated by the board. If the board delegates this authority to the  
11 district superintendent or any other individual, the board shall  
12 ratify or nullify the action of placing an employee on a period of  
13 suspension or involuntary leave of absence at the next regularly  
14 scheduled board meeting, or at a special board meeting should the next  
15 regularly scheduled board meeting not be within a period of twenty-one  
16 (21) days.

17 (a) Should an employee of the district be in a position where there  
18 is a court order preventing the employee from being in the presence of  
19 minors or students, the district may place such an employee on a  
20 period of unpaid leave of absence or probation due to the employee's  
21 inability to perform the essential functions of the employee's  
22 position.

23  
24 SECTION 2. That Section 33-514, Idaho Code, be, and the same is  
25 hereby amended to read as follows:  
26

27 33-514. ISSUANCE OF ANNUAL CONTRACTS -- SUPPORT PROGRAMS -- CATEGORIES  
28 OF CONTRACTS -- OPTIONAL PLACEMENT - WRITTEN EVALUATION. (1) The board  
29 of trustees shall establish criteria and procedures for the  
30 supervision and evaluation of certificated employees who are not  
31 employed on a renewable contract, as provided for in section [33-515](#),  
32 Idaho Code.

33 (2) There shall be three (3) categories of annual contracts  
34 available to local school districts under which to employ certificated  
35 personnel:

36 (a) A category ~~±~~ A contract is a limited one-year contract ~~as~~  
37 ~~provided in section [33-514A](#), Idaho Code.~~ Category A contracts are  
38 specifically offered for the limited duration of the school year at  
39 issue, and no further notice or action is required by the district to  
40 terminate the contract at the conclusion of the contract year. No  
41 property rights shall attach to a category A contract beyond the term  
42 of the contract. A category A contract is for certificated personnel  
43 in the first year of employment with a school district.

44 (b) A category ~~±~~ B contract is limited one year contract for  
45 certificated personnel in the ~~first and second~~ or greater years of  
46 continuous employment with the same school district. Upon the decision  
47 by a local school board not to reemploy the person for the following  
48 year, the certificated employee shall be provided a written statement  
49 of reasons for non-reemployment by no later than ~~May 25~~ July 1. No  
50 property rights shall attach to a category ~~±~~ B contract beyond the  
51 term of the contract, and therefore the employee shall not be entitled

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1 to a review by the ~~local~~ board of trustees of the reasons or decision  
2 not to reemploy.

3 ~~(c) A category 3 contract is for certificated personnel during the~~  
4 ~~third year of continuous employment by the same school district.~~  
5 ~~District procedures shall require at least one (1) evaluation prior to~~  
6 ~~the beginning of the second semester of the school year and the~~  
7 ~~results of any such evaluation shall be made a matter of record in the~~  
8 ~~employee's personnel file. When any such employee's work is found to~~  
9 ~~be unsatisfactory a defined period of probation shall be established~~  
10 ~~by the board, but in no case shall a probationary period be less than~~  
11 ~~eight (8) weeks. After the probationary period, action shall be taken~~  
12 ~~by the board as to whether the employee is to be retained, immediately~~  
13 ~~discharged, discharged upon termination of the current contract or~~  
14 ~~reemployed at the end of the contract term under a continued~~  
15 ~~probationary status. Notwithstanding the provisions of sections 67-~~  
16 ~~2344 and 67-2345, Idaho Code, a decision to place certificated~~  
17 ~~personnel on probationary status may be made in executive session and~~  
18 ~~the employee shall not be named in the minutes of the meeting. A~~  
19 ~~record of the decision shall be placed in the employee's personnel~~  
20 ~~file. This procedure shall not preclude recognition of unsatisfactory~~  
21 ~~work at a subsequent evaluation and the establishment of a reasonable~~  
22 ~~period of probation. In all instances, the employee shall be duly~~  
23 ~~notified in writing of the areas of work which are deficient,~~  
24 ~~including the conditions of probation. Each such certificated employee~~  
25 ~~on a category 3 contract shall be given notice, in writing, whether he~~  
26 ~~or she will be reemployed for the next ensuing year. Such notice shall~~  
27 ~~be given by the board of trustees no later than the twenty fifth day~~  
28 ~~of May of each such year. If the board of trustees has decided not to~~  
29 ~~reemploy the certificated employee, then the notice must contain a~~  
30 ~~statement of reasons for such decision and the employee shall, upon~~  
31 ~~request, be given the opportunity for an informal review of such~~  
32 ~~decision by the board of trustees. The parameters of an informal~~  
33 ~~review shall be determined by the local board. C contract is a limited~~  
34 ~~two year contract that may be offered at the sole discretion of the~~  
35 ~~board of trustees for certificated personnel in their fourth or~~  
36 ~~greater year of continuous employment with the same school district.~~  
37 ~~The board of trustees may, at its sole discretion, add an additional~~  
38 ~~year to such a contract upon the expiration of the first year,~~  
39 ~~resulting in a new two year contract. Upon the decision by a board of~~  
40 ~~trustees not to reemploy the person employed on a category C contract~~  
41 ~~for the following year, the certificated employee shall be provided a~~  
42 ~~written statement of reasons for non-reemployment by no later than~~  
43 ~~July 1. The employee shall, upon request, be given the opportunity~~  
44 ~~for an informal review of such decision by the board of trustees. The~~  
45 ~~parameters of an informal review shall be determined by the local~~  
46 ~~board. No property rights shall attach to a category C contract~~  
47 ~~beyond the term of the contract, and therefore the employee shall not~~  
48 ~~be entitled to a review by the board of trustees of the reasons or~~  
49 ~~decision not to reemploy.~~

50 (3) School districts hiring an employee who has been on  
51 renewable contract status as provided in Section 33-515, Idaho Code,

1 with another Idaho district ~~or has out of state experience which would~~

2  
3 Section 3 - 33-514A (effective immediately). This section deletes the  
4 old language related to Category 1 teacher contracts, and adds  
5 language providing for the transition from the old contracts to the  
6 new contracts. It states that any teacher already on a Category 1 or  
7 2 contract can be offered a Category B contract for the 2011-2012  
8 school year. Teachers currently on a Category 3 contract can be  
9 offered a Category B or C contract for the 2011-2012 school year.

10  
11 Section 4 - 33-515 (effective immediately). This section deals with  
12 "continuing" contracts, commonly known as tenure. It allows teachers  
13 in Idaho who already have tenure to keep it.

14  
15 It also deletes the language that makes it illegal to pay a tenured  
16 teacher less year over year, alter the length of the contract, and the  
17 requirement that forces districts to give certain tenured teachers  
18 raises each year for "increments," commonly known as steps and lanes,  
19 except in cases of financial emergency (entitlements not enjoyed by  
20 non-tenured teachers).

21  
22 This section also specifies that administrators who have already  
23 earned tenure as teachers do not give up that tenure, and must be  
24 returned to a continuing teaching contract (tenure) if they are no  
25 longer an administrator.

26  
27 This section also clarifies that no probationary period is necessary  
28 if a tenured teacher is being released due to a reduction in force.  
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2 otherwise qualify the certificated employee for renewable contract  
3 status in Idaho, shall have the option to immediately grant renewable  
4 contract status, or to place the employee on a category B or C 3  
5 annual contract. Such employment on a category 3 contract under the  
6 provisions of this subsection may be for one (1), two (2) or three (3)  
7 years. A certificated instructional employee hired with previous out-  
8 of-state experience shall not be eligible to receive a renewable  
9 contract, but may be offered a category B or C contract, based on the  
10 employee's years of experience, including out-of-state years of  
11 experience as if such years had been worked in Idaho.

12 (4) There shall be a minimum of ~~two (2)~~ one (1) written  
13 evaluations in each of the annual contract years of employment, and at  
14 ~~least one (1) evaluation~~ the first portion of which shall be completed  
15 before ~~January~~ February 1 of each year, and shall include input from  
16 parents and guardians of students as a factor. ~~The provisions of this~~  
17 ~~subsection (4) shall not apply to employees on a category 1 contract.~~  
18 A second portion shall be included for all evaluations conducted after  
19 June 30, 2012. This second portion shall comprise at least fifty  
20 percent (50%) of the total written evaluation and shall be based on  
21 objective measure(s) of growth in student achievement. The  
22 requirement to provide at least one (1) written evaluation does not  
23 exclude additional evaluations that may be performed. No private  
24 cause of action shall arise for failure to comply with this  
25 subsection.

26  
27 SECTION 3. That Section 33-514A, Idaho Code, be, and the same is  
28 hereby amended to read as follows:  
29

30 ~~33-514A. ISSUANCE OF LIMITED CONTRACT -- CATEGORY 1 CONTRACT TRANSITION~~  
31 ~~TO CATEGORY B AND C CONTRACTS. After August 1, the board of trustees~~  
32 ~~may exercise the option of employing certified personnel on a one (1)~~  
33 ~~year limited contract, which may also be referred to as a category 1~~  
34 ~~contract consistent with the provisions of section 33-514, Idaho Code.~~  
35 ~~Such a contract is specifically offered for the limited duration of~~  
36 ~~the ensuing school year, and no further notice is required by the~~  
37 ~~district to terminate the contract at the conclusion of the contract~~  
38 ~~year.~~

39 (1) Any certificated employee employed pursuant to a category 1  
40 or 2 contract, as defined by Sections 33-514 (2010) and 33-514A  
41 (2010), Idaho Code, as of January 31, 2011, who will be offered an  
42 employment contract by the same school district for the ensuing school  
43 year, shall be employed pursuant to a category B contract.

44 (2) Any certificated employee employed pursuant to a category 3  
45 contract, as defined by Section 33-514 (2010), Idaho Code, as of  
46 January 31, 2011, who will be offered an employment contract by the  
47 same school district for the ensuing school year, shall be employed  
48 pursuant to a category B or C contract, as determined by the board of  
49 trustees.

1 SECTION 4. That Section 33-515, Idaho Code, be, and the same is  
2 hereby amended to read as follows:

3 33-515. ISSUANCE OF RENEWABLE CONTRACTS. (1) ~~During the third full year~~  
4 ~~of continuous employment by the same school district, including any~~  
5 ~~specially chartered district, each certificated employee named in~~  
6 ~~subsection (16) of section 33-1001, Idaho Code, and each school nurse~~  
7 ~~and school librarian shall be evaluated for a renewable contract and~~  
8 ~~shall, upon having been offered a contract for the next ensuing year,~~  
9 ~~having given notice of acceptance of renewal and upon signing a~~  
10 ~~contract for a fourth full year, be placed on a renewable contract~~  
11 ~~status with said school district subject to the provisions included in~~  
12 ~~this chapter. It is the intent of the legislature that after January~~  
13 ~~31, 2011, no new employment contract between a school district and a~~  
14 ~~certificated employee shall result in the vesting of tenure, continued~~  
15 ~~expectations of employment, or property rights in an employment~~  
16 ~~relationship. Therefore, no board of trustees shall have the~~  
17 ~~authority to enter into any renewable contract with any certificated~~  
18 ~~or other employee hired by such district, except as specifically~~  
19 ~~addressed by this section of code and Section 33-514(3), Idaho Code.~~  
20 ~~For any certificated employees already holding renewable contract~~  
21 ~~status with a district as of January 31, 2011, the provisions of this~~  
22 ~~section shall apply.~~

23 (2) ~~After the third full year of employment and at~~ At least once  
24 annually, the performance of each ~~such~~ certificated employee employed  
25 pursuant to a grandfathered renewable contract, school nurse, or  
26 school librarian shall be evaluated according to criteria and  
27 procedures established by the board of trustees in accordance with  
28 Section 33-514(4), Idaho Code, and general guidelines approved by the  
29 state board of education. Except as otherwise provided, that person  
30 the employee employed pursuant to a grandfathered renewable contract  
31 shall have the right to the continued automatic renewal of that  
32 employee's employment contract by giving notice, in writing, of  
33 acceptance of renewal. Such notice shall be given to the board of  
34 trustees of the school district then employing such person not later  
35 than the first twentieth day of July June preceding the expiration of  
36 the term of the current contract. Except as otherwise provided by this  
37 paragraph, the board of trustees shall notify each person entitled to  
38 be employed on a grandfathered renewable contract of the requirement  
39 that such person must give the notice hereinabove and that failure to  
40 do so may be interpreted by the board as a declination of the right to  
41 automatic renewal or the offer of another contract. Such notification  
42 shall be made, in writing, not later than the ~~fifteenth~~ first day of  
43 May July, in each year, except to those persons to whom the board,  
44 prior to said date, has sent proposed contracts for the next ensuing  
45 year, or to whom the board has given the notice required by this  
46 section. These deadlines may not be altered by contract, including  
47 any currently existing or future negotiated agreement or master  
48 contract entered into pursuant to the Professional Negotiations Act,  
49 Sections 33-1271 through 33-1276, Idaho Code. Should any existing  
50 negotiated agreement or master contract contain such a provision as of  
51 January 1, 2011, such provision is declared to be null and void as of  
52 January 1, 2011.

1           (3) Any contract automatically renewed under the provisions of  
2 this section shall be for the same length as the term stated in the  
3 current contract and at a salary no lower than that specified therein,  
4 to which shall be added such increments as may be determined by the  
5 statutory or regulatory rights of such employee by reason of training,  
6 service, or performance, except where a board of trustees has declared  
7 a financial emergency pursuant to section 33-522, Idaho Code. may be  
8 renewed for a shorter term, longer term or the same term of length as  
9 the length of term stated in the current contract, and at a greater,  
10 lesser or equal salary to that stated in the current contract.

11           (4) Should the board of trustees determine to reassign an  
12 administrative employee who, prior to being employed as an  
13 administrative employee was employed pursuant to a renewable contract,  
14 to a nonadministrative position, the board of trustees, at its  
15 discretion, shall employ such nonadministrative employee pursuant to a  
16 grandfathered renewable contract. Such contract shall be deemed to  
17 have continued in place as if the nonadministrative employee was  
18 employed by the district pursuant to a renewable contract since  
19 December 31, 2010. Such grandfathered renewable contract is subject  
20 to the provisions of this section.

21           (a) If the board of trustees reassigns an administrative  
22 employee to a nonadministrative position, the board shall give written  
23 notice to the employee which contains a statement of the reasons for  
24 the reassignment. The employee, upon written request to the board,  
25 shall be entitled to an informal review of that decision. The process  
26 and procedure for the informal review shall be determined by the board  
27 of trustees.

28           (b) Nothing in this section shall prevent the board of trustees  
29 from offering a grandfathered renewable ~~renewed~~ contract increasing  
30 the salary of any certificated person who is eligible to receive such  
31 a contract, or from reassigning an administrative employee to a  
32 nonadministrative position with appropriate reduction of salary from  
33 the preexisting salary level. In the event the board of trustees  
34 reassigns an administrative employee to a nonadministrative position,  
35 the board shall give written notice to the employee which contains a  
36 statement of the reasons for the reassignment. The employee, upon  
37 written request to the board, shall be entitled to an informal review  
38 of that decision. The process and procedure for the informal review  
39 shall be determined by the local board of trustees.

40           (5) Before a board of trustees can determine not to renew for  
41 reasons of an unsatisfactory report of the performance of any  
42 certificated person who holds a grandfathered renewable whose contract  
43 would otherwise be automatically renewed, or to renew the contract of  
44 any such person at a reduced salary, such person shall be entitled to  
45 a reasonable period of probation lasting at least six (6)  
46 instructional weeks, following an observation, evaluation, or partial  
47 evaluation. This period of probation shall be preceded by a written  
48 notice from the board of trustees or its designee with reasons for  
49 such probationary period and with provisions for adequate supervision  
50 and evaluation of the person's performance during the probationary  
51 period. Such period of probation shall not affect the person's  
52 grandfathered renewable contract status. Consideration of probationary

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status for certificated personnel is consideration of the status of an employee within the meaning of section [67-2345](#), Idaho Code, and the

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3 consideration and decision to place an employee on probation may be  
4 held in executive session. If the consideration results in  
5 probationary status, the individual on probation shall not be named in  
6 the minutes of the meeting. A record of the decision shall be placed  
7 in the teacher's personnel file.

8 (6) If the board of trustees takes action to immediately  
9 discharge or discharge upon termination of the current contract a  
10 certificated person whose contract would otherwise be automatically  
11 renewed, ~~or to renew the contract of any such person at a reduced~~  
12 ~~salary,~~ the action of the board shall be consistent with the  
13 procedures specified in section 33-513(5), Idaho Code, ~~and~~  
14 ~~furthermore,~~ the board shall notify the employee in writing whether  
15 there is just and reasonable cause not to renew the contract or to  
16 reduce the salary of the affected employee, and if so, what reasons it  
17 relied upon in that determination.

18 (7) ~~If the board of trustees takes action after the declaration~~  
19 ~~of a financial emergency pursuant to section 33-522, Idaho Code, and~~  
20 ~~such action is directed at more than one (1) certificated employee~~  
21 ~~and, if mutually agreed to by both parties, a single informal review~~  
22 ~~shall be conducted. Without mutual consent of both parties, the board~~  
23 ~~of trustees shall use the following procedure to conduct a single due~~  
24 ~~process hearing within sixty-seven (67) days of the declaration of~~  
25 ~~financial emergency pursuant to section 33-522(2), Idaho Code, or on~~  
26 ~~or before June 22, whichever shall occur first:~~

27 ~~(a) The superintendent or any other duly authorized administrative~~  
28 ~~officer of the school district may recommend the change in the length~~  
29 ~~of the term stated in the current contract or reduce the salary of any~~  
30 ~~certificated employee by filing with the board of trustees written~~  
31 ~~notice specifying the purported reasons for such changes.~~

32 ~~(b) Upon receipt of such notice, the board of trustees, acting~~  
33 ~~through its duly authorized administrative official, shall give the~~  
34 ~~affected employees written notice of the reductions and the~~  
35 ~~recommendation of the change in the length of the term stated in the~~  
36 ~~current contract or the reduction of salary, along with written notice~~  
37 ~~of a hearing before the board of trustees prior to any determination~~  
38 ~~by the board of trustees.~~

39 ~~(c) The hearing shall be scheduled to take place not less than six~~  
40 ~~(6) days nor more than fourteen (14) days after receipt of the notice~~  
41 ~~by the employees. The date provided for the hearing may be changed by~~  
42 ~~mutual consent.~~

43 ~~(d) The hearing shall be open to the public.~~

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

48 ~~(f) The employees may be represented by legal counsel and/or by a~~  
49 ~~representative of a local or state education association.~~

50 ~~(g) The chairman of the board of trustees or the designee of the~~  
51 ~~chairman shall conduct the hearing.~~

1 ~~(h) The board of trustees shall cause an electronic record of the~~  
2 ~~hearing to be made or shall employ a competent reporter to take~~  
3 ~~stenographic or stenotype notes of all the testimony at the hearing. A~~  
4 Section 5 - 33-515A (effective immediately). This section pertains to  
5 supplemental contracts, (such as a basketball coach's contract). In  
6 addition to making technical corrections, this section clarifies that  
7 school boards may offer "extra day" contracts, which provide for  
8 duties outside the normal school year.

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10 This section also deletes the requirement that school boards must  
11 supply written reasons for not offering a new supplemental contract,  
12 and must provide for an appeal to the school board.

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4 transcript of the hearing shall be provided at cost by the board of  
5 trustees upon request of the employee.

6 (i) At the hearing the superintendent or other duly authorized  
7 administrative officer shall present evidence to substantiate the  
8 reduction contained in such notice.

9 (j) The employees may produce evidence to refute the reduction. Any  
10 witness presented by the superintendent or by the employees shall be  
11 subject to cross-examination. The board of trustees may also examine  
12 witnesses and be represented by counsel.

13 (k) The affected employees may file written briefs and arguments with  
14 the board of trustees within three (3) days after the close of the  
15 hearing or such other time as may be agreed upon by the affected  
16 employees and the board of trustees.

17 (l) Within seven (7) days following the close of the hearing, the  
18 board of trustees shall determine and, acting through its duly  
19 authorized administrative official, shall notify the employees in  
20 writing whether the evidence presented at the hearing established the  
21 need for the action taken.

22 The due process hearing pursuant to this subsection (7) shall not be  
23 required if the board of trustees and the local education association  
24 reach an agreement on issues agreed upon pursuant to section 33-  
25 522(3), Idaho Code.

26 (8) If the board of trustees, for reasons other than  
27 unsatisfactory service, for the ensuing contract year, determines to  
28 change the length of the term stated in the current contract, or  
29 reduce the salary or not renew the contract of a certificated person  
30 whose contract would otherwise be automatically renewed, nothing  
31 herein shall require any due process proceedings or probationary  
32 period.

33 (8) If the board of trustees, for reason of a reduction in  
34 force, for the ensuing contract year determines not to renew the  
35 grandfathered renewable contract of a certificated person whose  
36 contract would otherwise be automatically renewed, nothing herein  
37 shall require any probationary period.

38  
39 SECTION 5. That Section 33-515A, Idaho Code, be, and the same is  
40 hereby amended to read as follows:

41  
42 33-515A.SUPPLEMENTAL CONTRACTS. (1) In addition to the provisions of  
43 sections 33-514, 33-514A and 33-515, Idaho Code, a board of trustees  
44 may enter into supplemental contracts to provide extra duty  
45 assignments for certificated employees. An extra duty assignment is,  
46 and supplemental contracts may be used for, an assignment which is not  
47 part of a certificated employee's regular teaching duties. Any such  
48 supplemental extra duty contract shall be separate and apart from an  
49 annual, a category A, B or C or a grandfathered renewable or a limited  
50 one (1) year contract, and no property rights shall attach to a  
51 supplemental extra duty contract. The supplemental extra duty contract

1 shall be in a form approved by the state superintendent of public  
2 instruction.

3 (2) In addition to the provisions of Sections 33-514 and 33-515,  
4 Idaho Code, a board of trustees may enter into supplemental contracts  
5 Section 6 - 33-515B (effective 7/1/11). This is a new section  
6 relating to the elimination of 99% average daily attendance funding  
7 protection. This is necessary to prevent the double funding of  
8 students by the state. Currently, when students move from district to  
9 district, it can trigger the 99% protection feature, which results in  
10 funding for that student flowing to the district they are no longer  
11 attending (in addition to the district where they are currently  
12 attending).

13  
14 The 99% protection feature has been necessary, historically, because  
15 districts are required to offer contracts to teachers in May, and  
16 don't find out they have lost students until the beginning of the  
17 following school year. The fact that the district has lost students  
18 does not currently release them from their contractual obligation to  
19 pay a staff that was hired to teach a larger number of students.

20  
21 To help districts with the elimination of the 99% protection feature,  
22 this section requires that all individual certificated employee  
23 contracts must contain a provision that allows the district to  
24 terminate the contract if school district enrollment falls by more  
25 than 1%, year over year. The percent of certificated employees whose  
26 contracts can be terminated is equal to the percentage enrollment  
27 reduction, minus 1%. In other words, a district in which enrollment  
28 fell 5% could terminate 4% of its certificated employee contracts.

29  
30 The school board decides which employee contracts are terminated.  
31 Notification of contract termination must be made by October 1<sup>st</sup>.  
32 Employees whose contracts are terminated are to be paid 10% of the  
33 balance of the contract as a severance fee. The state will reimburse  
34 the district for 10% of the remaining salary-based apportionment  
35 allocation of the employee whose contract is terminated.

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5 to provide extra day assignments for certificated employees. An extra  
6 day assignment is an assignment of days of service in addition to the  
7 standard contract length used for the majority of certificated  
8 employees of the district. Such additional days may or may not be in  
9 service of the same activities of the employee's regular teaching  
10 duties. Any such contract shall be separate and apart from a Category  
11 A, B or C or grandfathered renewable contract and no property rights  
12 shall attach to a supplemental extra day contract. The supplemental  
13 extra day contract shall be in a form approved by the state  
14 superintendent of public instruction.

15 ~~(2) If a board of trustees determines not to reissue a~~  
16 ~~supplemental contract, the board shall give written notice to the~~  
17 ~~employee describing reasons for the decision not to reissue. The~~  
18 ~~employee, upon written request to the board, shall be entitled to an~~  
19 ~~informal review. The process and procedure for the informal review~~  
20 ~~shall be determined by the local board of trustees. Within fifteen~~  
21 ~~(15) days following the meeting with the employee, the board shall~~  
22 ~~notify the employee of its final decision in the matter. Should a~~  
23 ~~school district provide for additional procedures, nothing in this~~  
24 ~~statute shall be interpreted to limit those procedures.~~

25  
26 SECTION 6. That Chapter 5, Title 33, Idaho Code, be, and the  
27 same is hereby amended by the addition thereto of a NEW SECTION, to be  
28 known and designated as Section 33-515B, Idaho Code, and to read as  
29 follows:

30  
31 33-515B. REDUCED ENROLLMENT - CONTRACT TERMINATION AND SEVERANCE  
32 STIPEND. (1) Each certificated employee contract shall include a  
33 provision allowing the board of trustees to terminate the contract in  
34 the event of a reduction in student enrollment of greater than one  
35 percent (1%). The percent of certificated employees that may be so  
36 terminated shall be limited to the percentage that enrollment  
37 decreased beyond said one percent (1%) reduction. The enrollment  
38 figures used for such calculations shall be the same as those used for  
39 the calculation of emergency levies pursuant to Section 33-805, Idaho  
40 Code.

41 (2) The school district shall notify those employees whose contracts  
42 are being terminated by no later than October 1<sup>st</sup>. Such termination  
43 shall be effective as of a date specified by the board of trustees,  
44 but shall be no earlier than two (2) weeks after the date that the  
45 employee received notification, and no later than the end of the  
46 current term. No other notification, hearing or other process shall  
47 be required to terminate the contracts of employees pursuant to this  
48 section.

49 (3) Selection of which employee contracts are to be terminated shall  
50 be at the sole discretion of the board of trustees, provided, however,

1 that the board of trustees shall not use seniority as a factor in  
2 making such determinations.

3 (4) Employees whose contracts are terminated under the provisions of  
4 this section shall receive a severance payment from the school

5  
6 Section 7 - 33-516 (effective immediately). Makes one technical  
7 reference correction.

8  
9 Section 8 - 33-521 (effective immediately). Eliminates the reference  
10 to the Early Retirement Incentive Program for teachers, which is  
11 repealed in another section.

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district equal to ten percent (10%) of the moneys that had yet to be earned under the contract for the remainder of the school year.

(5) School districts shall furnish the state department of education with a list of employees whose contracts were terminated pursuant to this section, the dates on which such terminations were effective, and the percentage of salary that had yet to be earned under the contract for the remainder of the school year. The state department of education shall calculate the salary-based apportionment and state-paid employee benefit amounts for each such employee, and, after reducing this allocation to account for the percent of the employee's salary that had already been earned for the school year, distribute ten percent (10%) of the remaining allocation to the school district as a reimbursement for severance payments made.

SECTION 7. That Section 33-516, Idaho Code, be, and the same is hereby amended to read as follows:

33-516. RIGHT TO RENEWABLE CONTRACT WHEN DISTRICT IS DIVIDED, CONSOLIDATED OR REORGANIZED. If, by reason of the division of a school district, including any specially chartered district, or by reason of the consolidation of such a district with another district, or other districts, or by reason of the reorganization of such a district, the position held by any teacher entitled to a grandfathered renewable contract is transferred from the control of one board of trustees to the control of a new or different board of trustees, the right to automatic renewal is not thereby lost, and such new or different board of trustees shall be subject to all of the provisions of this chapter with respect to such teacher in the same manner as if such teacher were its employee and had been its employee during the time such teacher was actually employed by the board of trustees from whose control the position was transferred.

SECTION 8. That Section 33-521, Idaho Code, be, and the same is hereby amended to read as follows:

33-521. EMPLOYEE SEVERANCE IN CONSOLIDATED DISTRICT. The board of trustees of any school district newly formed within the last twelve (12) months through the consolidation of two (2) or more school districts may offer a one (1) time severance payment to a maximum of ten percent (10%) of the employees that were previously employed by the separate school districts. Such severance offers shall be made entirely at the discretion of the board of trustees, and shall not be bound by custom, seniority or contractual commitment. Employees are under no obligation to accept a severance offer. Any employee accepting a severance payment shall not be eligible for reemployment by the school district for a one (1) year period thereafter.

1 The severance payment shall consist of fifty-five percent (55%)  
2 of the salary-based apportionment funds allocated for the employee in  
3 the last year, plus any applicable state paid employee benefits. ~~Such~~  
4 ~~severance shall be reduced by one half (1/2) for any employee who is~~  
5 ~~simultaneously receiving a disbursement of early retirement incentive~~  
6 Section 9 - 33-522 (effective immediately). This section repeals all  
7 provisions of the financial emergency statute. The powers granted to  
8 school boards by this section are retained by the addition of new  
9 language to other sections of this bill.

10  
11 In place of the financial emergency language in this section, there is  
12 added language establishing that it is the school board that  
13 determines who must be let go in the event of a reduction in force  
14 ("RIF"). Too often, districts have been forced to let a talented new  
15 teacher go, rather than an ineffective one with more seniority, due to  
16 RIF policies that have been negotiated with the teachers' union. This  
17 language puts that decision back in the hands of the school board, and  
18 prohibits the consideration of seniority or contract status in the  
19 decision - factors that bear no relationship to the needs of students.  
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6 funds, pursuant to section ~~33-1004C~~, Idaho Code. The state department  
7 of education shall reimburse eligible school districts for one hundred  
8 percent (100%) of such costs, upon application by the school district.  
9

10 SECTION 9. That Section 33-522, Idaho Code, be, and the same is  
11 hereby amended to read as follows:  
12

13 ~~33-522. FINANCIAL EMERGENCY REDUCTIONS IN FORCE. (1) Prior to declaring~~  
14 ~~a financial emergency, the board of trustees shall hold a public~~  
15 ~~meeting for the purpose of receiving input concerning possible~~  
16 ~~solutions to the financial problems facing the school district.~~

17 ~~(2) If the state department of education certifies that one (1)~~  
18 ~~or more of the conditions in paragraph (a), (b) or (c) of this~~  
19 ~~subsection are met, then the board of trustees may declare a financial~~  
20 ~~emergency if it determines that the condition in paragraph (f) of this~~  
21 ~~subsection is also met. Alternatively, the board of trustees may~~  
22 ~~declare a financial emergency if it determines that either of the~~  
23 ~~conditions in paragraph (d) or (e) of this subsection are met and the~~  
24 ~~state department of education certifies that the condition set forth~~  
25 ~~in paragraph (f) of this subsection is also met.~~

26 ~~(a) Any of the base salary multipliers in section 33-1004E, Idaho~~  
27 ~~Code, are reduced by one and one half percent (1 1/2%) or more from~~  
28 ~~any prior fiscal year.~~

29 ~~(b) The minimum instructional salary provision in section 33-1004E,~~  
30 ~~Idaho Code, is reduced by one and one half percent (1 1/2%) or more~~  
31 ~~from any prior fiscal year.~~

32 ~~(c) The amount of total general fund money appropriated per support~~  
33 ~~unit is reduced by greater than three percent (3%) from the original~~  
34 ~~general fund appropriation per support unit of any prior fiscal year.~~

35 ~~(d) The amount of property tax revenue to be collected by the school~~  
36 ~~district that may be used for any general fund purpose, with the~~  
37 ~~exception of any emergency levy funds, is reduced from the prior~~  
38 ~~fiscal year, and the amount of said reduction represents more than~~  
39 ~~five percent (5%) of the school district's general fund budget for~~  
40 ~~combined state and local revenues from the prior fiscal year.~~

41 ~~(e) The school district's general fund has decreased by at least~~  
42 ~~three percent (3%) from the previous year's level due to a decrease in~~  
43 ~~funding or natural disaster, but not as a result of a drop in the~~  
44 ~~number of support units or the index multiplier calculated pursuant to~~  
45 ~~section 33-1004A, Idaho Code, or a change in the emergency levy.~~

46 ~~(f) The school district's unrestricted general fund balance, which~~  
47 ~~excludes funds restricted by state or federal law and considering both~~  
48 ~~anticipated expenditures and revenue, is less than five and one half~~  
49 ~~percent (5 1/2%) of the school district's unrestricted general fund~~  
50 ~~budget at the time the financial emergency is declared or for the~~  
51 ~~fiscal year for which the financial emergency is declared.~~

1 ~~(3) Upon its declaration of a financial emergency, the board of~~  
2 ~~trustees shall:~~

3 ~~(a) Have the power to reopen the salary and benefits compensation~~  
4 ~~aspects of the negotiated agreement, including the length of the~~

5  
6 Section 10 - 33-523 (effective 7/1/11). This new section essentially  
7 gives principals the ability to block the assignment of a teacher  
8 (either a new hire or a transfer from another school) to their school.  
9 If principals are going to be held accountable for student achievement  
10 in their schools, they must be given more control over who teaches in  
11 their school. This sections helps accomplish that goal.

12  
13 Section 11 - 33-524 (effective 7/1/11). This new section requires  
14 school districts to provide information to teachers on their  
15 professional liability insurance options each year.



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6 ~~certificated employee contracts and the amount of compensation and~~  
7 ~~benefits; and~~

8 ~~(b) If the parties to the negotiated agreement mutually agree, reopen~~  
9 ~~other matters contained within the negotiated agreement directly~~  
10 ~~affecting the financial circumstances in the school district.~~

11 ~~If the board of trustees exercises the power provided in this~~  
12 ~~subsection consistent with the requirements of subsection (2) of this~~  
13 ~~section, both the board of trustees and the local education~~  
14 ~~association shall meet and confer in good faith for the purpose of~~  
15 ~~reaching an agreement on such issues.~~

16 ~~(4) If, after the declaration of a financial emergency pursuant~~  
17 ~~to subsection (2) of this section, both parties have met and conferred~~  
18 ~~in good faith and an agreement has not been reached, the board of~~  
19 ~~trustees may impose its last, best offer, following the outcome of the~~  
20 ~~due process hearing held pursuant to section 33-515(7), Idaho Code.~~

21 ~~(5) A financial emergency declared pursuant to subsection (2) of~~  
22 ~~this section shall be effective for only one (1) fiscal year at a time~~  
23 ~~and shall not be declared by the board of trustees for a second~~  
24 ~~consecutive year, unless so qualified by additional reductions~~  
25 ~~pursuant to the conditions listed in subsection (2) of this section.~~

26 ~~(6) The time requirements of sections 33-514(2) and 33-515(2),~~  
27 ~~Idaho Code, shall not apply in the event a financial emergency is~~  
28 ~~declared pursuant to subsection (2) of this section. The decision to~~  
29 ~~institute a reduction in force, and the selection of employee(s)~~  
30 ~~subject to such reduction, shall be at the sole discretion of the~~  
31 ~~board of trustees, except for the following limitation. The decision~~  
32 ~~as to which employee(s) shall be subject to such reduction shall be~~  
33 ~~made without consideration of employee seniority or contract status.~~

34  
35 SECTION 10. That Chapter 12, Title 33, Idaho Code, be, and the  
36 same is hereby amended by the addition thereto of a NEW SECTION, to be  
37 known and designated as Section 33-523, Idaho Code, and to read as  
38 follows:  
39

40 33-523. PRINCIPALS TO DETERMINE NEW STAFFING. The Legislature finds  
41 that in order to fairly evaluate the performance of principals based  
42 on the growth in student performance at their schools, it is necessary  
43 to grant them more control over the hiring and assignment of  
44 certificated employees to their schools. To this end, no certificated  
45 employee shall be transferred to a principal's school without the  
46 principal's permission, nor shall a certificated individual who the  
47 board of trustees wishes to hire be assigned to the principal's school  
48 without the principal's permission. As a consequence of this  
49 requirement, no new certificated individual shall be considered hired,  
50 nor shall a contract be issued to such individual, until a principal  
51 has given permission for the assignment to their school. For the

1 purposes of this section, the term "principal" also means the head of  
2 school of a public charter school.

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4 SECTION 11. That Chapter 5, Title 33, Idaho Code, be, and the  
5 same is hereby amended by the addition thereto of a NEW SECTION, to be  
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6 known and designated as Section 33-524, Idaho Code, and to read as  
7 follows:

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9 33-524. LIABILITY INSURANCE. The legislature finds and declares:

10 (a) Educators make decisions everyday that may affect their  
11 families' financial future and therefore finds a need for educators to  
12 have accessible information about providers of professional liability  
13 insurance for educators.

14 (b) School districts seek to protect their employees from harmful  
15 liability and are also in the best position to inform employees about  
16 protections available to them.

17 (c) All employees of a school district shall be informed of all of  
18 their options in regards to professional liability insurance for  
19 educators. To that end school districts shall disclose to all  
20 employees a professional liability insurance for educators provider  
21 list. Districts shall encourage employees who have interaction with  
22 students to have such insurance although no employee is required to  
23 carry such insurance.

24 (d) School districts shall create a list for such disclosure. Any  
25 provider authorized by the state shall be added to the school  
26 district's list by request, if the insurance provided is underwritten  
27 by a licensed insurance company with an AM Best rating of B+ or  
28 better. No provider shall be denied if the provider is properly  
29 authorized within the state and meets the provisions of this section.

30 (e) Providers are required to submit complete and accurate  
31 information regarding their insurance to each school district in the  
32 state by June 30 in order for information to be included on the list  
33 for the proceeding school year. School districts receiving  
34 information regarding insurance after June 30 shall not be required to  
35 include the information in the list of insurance options.

36 (f) "Complete and accurate information" is defined as name of  
37 provider, business mailing address, telephone number and website  
38 information.

39 (g) School districts shall provide name of provider, business  
40 mailing address, telephone number and website information to all  
41 employees. School districts shall not endorse any provider, product  
42 or service.

43 (h) School districts are hereby required to provide all employees  
44 with a list of insurance options on the first day all teachers and  
45 staff are required to report back to school for the start of the  
46 school year. All employees shall be required to sign a form indicating  
47 that they have received information about their insurance options.  
48 School districts shall require employees to review and sign the  
49 disclosure each year he or she is employed with the district.  
50 Disclosure forms shall list the names of insurance providers disclosed  
51 to employees and remain on file with the school district. The

1 disclosure forms shall be held for a period of three years and  
2 accessible to the public by request.

3 (i) School districts are required to provide substitute teachers  
4 and pre-service teachers with a list of insurance options prior to  
5 their first day of teaching in the school district. Substitute  
6 Section 12 - 33-1003 (effective 7/1/11). Deletes the 99% average  
7 daily attendance funding protection provision.  
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3 teachers and pre-service teachers will be required to sign a form  
4 indicating that they have received information about their insurance  
5 options. This form shall list the names of insurance providers  
6 disclosed to employees.

7 (j) Each school district shall have an updated list available upon  
8 request from an employee of that district. School districts may post  
9 such information on a staff website or the intranet.

10 (k) For the purposes of this section "providers" refers to any  
11 provider of professional liability insurance for educators.  
12 "Employees" refers to all certificated and noncertificated staff in a  
13 school district. "List" refers to the document containing a  
14 description of all providers offering professional liability insurance  
15 for educators to employees of the school district. "Form" refers to a  
16 document to be signed by school district employees who acknowledge  
17 such disclosure.

18  
19 SECTION 12. That Section 33-1003, Idaho Code, be, and the same  
20 is hereby amended to read as follows:

21  
22 33-1003. SPECIAL APPLICATIONS OF EDUCATIONAL SUPPORT PROGRAM. (1)  
23 ~~Decrease in Average Daily Attendance. [For] Any school district~~  
24 ~~which has a decrease in total average daily attendance of one percent~~  
25 ~~(1%) of its average daily attendance in the then current school year~~  
26 ~~from the total average daily attendance used for determining the~~  
27 ~~allowance in the educational support program for the school year~~  
28 ~~immediately preceding, the allowance of funds from the educational~~  
29 ~~support program may be based on the average daily attendance of the~~  
30 ~~school year immediately preceding, less one percent (1%). When this~~  
31 ~~provision is applied, the decrease in average daily attendance shall~~  
32 ~~be proportionately distributed among the various categories of support~~  
33 ~~units that are appropriate for the district.~~

34 (2) Application of Support Program to Separate  
35 Schools/Attendance Units in District.

36 (a) Separate Elementary School. -- Any separate elementary school  
37 shall be allowed to participate in the educational support program as  
38 though the school were the only elementary school operated by the  
39 district.

40 (b) Hardship Elementary School. -- Upon application of the board of  
41 trustees of a school district, the state board of education is  
42 empowered to determine that a given elementary school or elementary  
43 schools within the school district, not otherwise qualifying, are  
44 entitled to be counted as a separate elementary school as defined in  
45 section [33-1001](#), Idaho Code, when, in the discretion of the state  
46 board of education, special conditions exist warranting the retention  
47 of the school as a separate attendance unit and the retention results  
48 in a substantial increase in cost per pupil in average daily  
49 attendance above the average cost per pupil in average daily  
50 attendance of the remainder of the district's elementary grade school  
51 pupils. An elementary school operating as a previously approved

1 hardship elementary school shall continue to be considered as a  
2 separate attendance unit, unless the hardship status of the elementary  
3 school is rescinded by the state board of education.  
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3 (c) Separate Secondary School. -- Any separate secondary school shall  
4 be allowed to participate in the educational support program as though  
5 the school were the only secondary school operated by the district.

6 (d) Elementary/Secondary School Attendance Units. -- Elementary  
7 grades in an elementary/secondary school will be funded as a separate  
8 attendance unit if all elementary grades served are situated more than  
9 ten (10) miles distance from both the nearest like elementary grades  
10 within the same school district and from the location of the office of  
11 the superintendent of schools of such district, or from the office of  
12 the chief administrative officer of such district if the district  
13 employs no superintendent of schools. Secondary grades in an  
14 elementary/secondary school will be funded as a separate attendance  
15 unit if all secondary grades served are located more than fifteen (15)  
16 miles by an all-weather road from the nearest like secondary grades  
17 operated by the district.

18 (e) Hardship Secondary School. -- Any district which operated two (2)  
19 secondary schools separated by less than fifteen (15) miles, but which  
20 district was created through consolidation subsequent to legislative  
21 action pursuant to chapter 111, laws of 1947, and which school  
22 buildings were constructed prior to 1935, shall be entitled to count  
23 the schools as separate attendance units.

24 (f) Minimum Pupils Required. -- Any elementary school having less  
25 than ten (10) pupils in average daily attendance shall not be allowed  
26 to participate in the state or county support program unless the  
27 school has been approved for operation by the state board of  
28 education.

29 (32) Remote Schools. -- The board of trustees of any Idaho  
30 school district which operates and maintains a school which is remote  
31 and isolated from the other schools of the state because of  
32 geographical or topographical conditions may petition the state board  
33 of education to recognize and approve the school as a remote and  
34 necessary school. The petition shall be in form and content approved  
35 by the state board of education and shall provide such information as  
36 the state board of education may require. Petitions for the  
37 recognition of a school as a remote and necessary school shall be  
38 filed annually at least ninety (90) days prior to the date of the  
39 annual meeting of the board of trustees as established in section 33-  
40 510, Idaho Code.

41 Within forty-five (45) days after the receipt of a petition for  
42 the recognition of a remote and necessary school, the state board of  
43 education shall either approve or disapprove the petition and notify  
44 the board of trustees of its decision. Schools which the state board  
45 of education approves as being necessary and remote shall be allowed  
46 adequate funding within the support program for an acceptable  
47 educational program for the students of the school. In the case of a  
48 remote and necessary secondary school, grades 7-12, the educational  
49 program shall be deemed acceptable when, in the opinion of the state  
50 board of education, the accreditation standard relating to staff size,  
51 established in accordance with section 33-119, Idaho Code, has been  
52 met. The final determination of an acceptable program and adequate

1 funding in the case of a remote and necessary elementary school shall  
2 be made by the state board of education.

3 Section 13 - 33-1004G (effective immediately). This section repeals  
4 the Early Retirement Incentive Program for teachers.

5  
6 Section 14 - 33-1004H (effective immediately). Eliminates a cross-  
7 reference related to the Early Retirement Incentive Program for  
8 teachers, which is repealed in another section.

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3 (43) Support Program When District Boundaries are Changed.  
4 (a) In new districts formed by the division of a district, the  
5 support program computed for the district divided in its last year of  
6 operation, shall be apportioned to the new districts created by the  
7 division, in the proportion that the average daily attendance of  
8 pupils, elementary and secondary combined, residing in the area of  
9 each new district so created, is to the average daily attendance of  
10 all pupils, elementary and secondary combined, in the district divided  
11 in its last year of operation before the division.

12 (b) When boundaries of districts are changed by excision or  
13 annexation of territory, the support program of any district from  
14 which territory is excised for the last year of operation before such  
15 excision shall be divided, and apportioned among the districts  
16 involved, as prescribed in subsection (4)(a) of this section.

17 (c) In new districts formed by consolidation of former districts  
18 after January 1, 2007, the support program allowance for a seven (7)  
19 year period following the formation of the new district, shall not be  
20 less than the combined support program allowances of the component  
21 districts in the last year of operation before consolidation. After  
22 the expiration of this period, the state department of education shall  
23 annually calculate the number of support units that would have been  
24 generated had the previous school districts not consolidated. All  
25 applicable state funding to the consolidated district shall then be  
26 provided based on a support unit number that is halfway between this  
27 figure and the actual support units, provided that it cannot be less  
28 than the actual support units.

29  
30 SECTION 13. That Section 33-1004G, Idaho Code, be, and the same  
31 is hereby repealed.

32  
33 SECTION 14. That Section 33-1004H, Idaho Code, be, and the same  
34 is hereby amended to read as follows:

35  
36 33-1004H.EMPLOYING RETIRED TEACHERS AND ADMINISTRATORS. [EFFECTIVE  
37 UNTIL JULY 1, 2012] (1) Notwithstanding the provisions of section [33-](#)  
38 [514](#), [33-1271](#) or [33-1273](#), Idaho Code, school districts may employ  
39 certificated school teachers and administrators who are receiving  
40 retirement benefits from the public employee retirement system of  
41 Idaho, except those who received benefits under the early retirement  
42 program previously provided in section ~~33-1004G~~, Idaho Code, by the  
43 state in positions requiring such certification, as at-will employees.  
44 Any employment contract between the retiree and the school district  
45 shall be separate and apart from the collective bargaining agreement  
46 of the school district.

47 (2) Retirees employed under this section shall accrue one (1)  
48 day per month of sick leave, with no annual sick leave accumulation  
49 unless additional sick leave is negotiated between the candidate and  
50 the school district at the time of employment. No sick leave accrued

1 under this section qualifies for unused sick leave benefits under  
2 section [33-1228](#), Idaho Code.

3  
4 Section 15 - 33-1271 (effective immediately). This section requires  
5 that a union must represent a majority of the employees in order to  
6 negotiate on their behalf. It also specifies that negotiations are to  
7 be limited to compensation (salary & benefits), and requires that all  
8 negotiations must be held in open meetings.

9  
10 Section 16 - 33-1271A (effective immediately). This new section  
11 declares that the inclusion of "evergreen" or continuation clauses in  
12 master agreements is against the public policy of the State of Idaho,  
13 and is contrary to the tenets of a free republic. It declares that  
14 all master agreements are to be subject to the terms of this act.

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3 (3) School districts are not required to provide health  
4 insurance or life insurance benefits to persons employed under this  
5 section. Post-termination benefits may be negotiated between the  
6 school district and the certificated employee at the time of rehiring  
7 but in no event can the parties affect or attempt to affect the  
8 provisions governing the public employee retirement system.  
9

10 SECTION 15. That Section 33-1271, Idaho Code, be, and the same  
11 is hereby amended to read as follows:  
12

13 33-1271.SCHOOL DISTRICTS -- PROFESSIONAL EMPLOYEES -- NEGOTIATION  
14 AGREEMENTS. The board of trustees of each school district, including  
15 specially chartered districts, or the designated representative(s) of  
16 such district, is hereby empowered to and shall upon its own  
17 initiative or upon the request of a local education organization  
18 representing a majority of the professional employees, enter into a  
19 negotiation agreement request negotiations with the local education  
20 organization or the designated representative(s) of such organization  
21 on behalf of the professional employees employed by the school  
22 district and negotiate with such party in good faith on ~~these~~ matters  
23 ~~specified in any such negotiation agreement between the local board of~~  
24 ~~trustees and the local education organization~~ related to compensation  
25 of professional employees. A request for negotiations may be initiated  
26 by either ~~party to such negotiation agreement~~ the local education  
27 organization or entity seeking to be designated the local education  
28 organization, or the board of trustees.

29 (1) Accurate records or minutes of the proceedings shall be kept,  
30 and shall be available for public inspection at the offices of the  
31 board of education during normal business hours.

32 (2) Joint ratification of all final offers of settlement shall be  
33 made in open meetings and notice of the ratification activity shall be  
34 provided to the parties to the agreement.

35 (3) As the subject matter of negotiations is compensation  
36 provided through public funding, all negotiation sessions of the  
37 parties shall be conducted in open session, with all members of the  
38 public able to attend.  
39

40 SECTION 16. That Chapter 12, Title 33, Idaho Code, be, and the  
41 same is hereby amended by the addition thereto of a NEW SECTION, to be  
42 known and designated as Section 33-1271A, Idaho Code, and to read as  
43 follows:  
44

45 33-1271A. EXISTING AGREEMENTS. The legislature finds the inclusion  
46 of evergreen or continuation clauses in master contracts or negotiated  
47 agreements to be against the public policy of the state of Idaho.  
48 Such clauses purport to bind in perpetuity the actions of future  
49 elected boards of trustees, subvert the ability of the people to  
50 direct their own affairs through the free election of trustees, and  
51 are contrary to the tenets of a free republic. Therefore, it is the  
52 intent of the legislature that any master contract or negotiated

1 agreement, by any name or title, existing as a result of negotiations  
2 between a board of trustees and a local education organization shall  
3 Section 17 - 33-1272 (effective immediately). Adds definitions for  
4 "majority," "compensation" and "benefits."  
5

6 Section 18 - 33-1273 (effective immediately). Establishes how a union  
7 provides proof that it represents a majority of the employees. This  
8 section also states that the school board is under no obligation to  
9 negotiate for the ensuing school year if no union has established that  
10 it represents a majority of the employees by May 10<sup>th</sup>.  
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3 be subject to the terms of this act, regardless of any evergreen or  
4 continuation clause included in such contract or agreement.  
5

6 SECTION 17. That Section 33-1272, Idaho Code, be, and the same  
7 is hereby amended to read as follows:  
8

9 33-1272.DEFINITIONS. Definition of terms as used in this act:

10 1. "Professional employee" means any certificated employee of a  
11 school district, including charter districts; provided, however, that  
12 superintendents, supervisors or principals may be excluded from the  
13 professional employee group if a negotiation agreement between the  
14 board and local education organization so specifies.

15 2. "Local education organization" means any local district  
16 organization duly chosen and selected by a majority of the  
17 professional employees as their representative organization for  
18 negotiations under this act. For the purposes of this definition,  
19 "majority" shall mean one certificated professional employee more than  
20 fifty percent (50%) of the professional employees in the district.

21 3. "Negotiations" mean meeting and conferring in open session  
22 good faith by a local board of trustees and the authorized local  
23 education organization, or the respective designated representatives  
24 of both parties for the purpose of reaching an agreement related to  
25 the compensation of professional employees, upon matters and  
26 conditions subject to negotiations as specified in a negotiation  
27 agreement between said parties.

28 4. "Compensation" means salary and benefits for the professional  
29 employee.

30 5. "Benefits" includes employee insurance, leave time and sick  
31 leave banks.  
32

33 SECTION 18. That Section 33-1273, Idaho Code, be, and the same  
34 is hereby amended to read as follows:  
35

36 ~~33-1273.SCHOOL DISTRICTS PROFESSIONAL EMPLOYEES NEGOTIATIONS~~  
37 ~~DESIGNATION OF THE LOCAL EDUCATION ORGANIZATION - DESIGNATION OF~~  
38 ~~REPRESENTATIVES - OBLIGATION TO NEGOTIATE.~~

39 1. The local education organization selected by a majority of the  
40 qualifying professional employees shall be the exclusive  
41 representative for all professional employees in that district for  
42 purposes of negotiations.

43 (a) At the commencement of each school year, the local education  
44 association identified in the agreement from the prior year if such  
45 existed, shall certify to the board of trustees that the local  
46 education association has been selected and designated as the local  
47 education organization for the professional employees of the district.  
48 This certification shall be provided in writing on a form agreed upon  
49 between the parties as one of the options detailed below. The purpose  
50 of such certification is to provide the district's administration and  
51 board with notice of the appropriate entity for the administration and  
52 board to be working with relating to personnel matters.

1           (b) Within ten (10) days of the date a request for negotiations  
2 is initiated by either the local education organization or the board  
3 Section 19 - 33-1273A (effective immediately). This new section  
4 requires all negotiations to be held in open meetings.  
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3 of trustees or its designee, the local education organization must  
4 provide proof that it has been duly chosen by a majority of the  
5 professional employees of the district as their representative  
6 organization for negotiations under this act. Such proof may be:

7 (i) a list of certificated professional employees, who would be  
8 subject to the agreement, who are members of the local education  
9 organization as of the date that the request for negotiations is  
10 initiated; or

11 (ii) other evidence that the professional employees have chosen  
12 and selected the local education organization as their representative  
13 organization as of the date that the request for negotiations is  
14 initiated.

15 (c) If the local education organization or entity seeking to be  
16 declared the local education organization cannot provide evidence that  
17 the majority of the professional employees have chosen and selected it  
18 as the representative organization, the district shall have no  
19 obligation or authority to enter into negotiations as provided in this  
20 act.

21 (2) The individual or individuals selected to negotiate for the  
22 professional employees shall be a member of the organization  
23 designated to represent the professional employees and shall be a  
24 certificated professional employee of the local school district.  
25 However, in the event a local board of trustees chooses to designate  
26 any individual(s) other than the superintendent or elected trustee(s)  
27 of the school district as its representative(s) for negotiations, the  
28 local educational organization is authorized to designate any  
29 individual(s) of its choosing to act as its representative(s) for  
30 negotiations. A local board of trustees or its designated  
31 representative(s) shall negotiate matters covered by a ~~negotiations~~  
32 ~~agreement~~ Section 33-1272, Idaho Code only with the local education  
33 organization or its designated representative(s).

34 (3) Should there be no entity that qualifies as a local education  
35 organization by May 10, the board has no obligation or authority to  
36 negotiate as required under this act, and may establish compensation  
37 for professional employees for the ensuing school year as it deems  
38 appropriate.

39  
40 SECTION 19. That Chapter 12, Title 33, Idaho Code, be, and the  
41 same is hereby amended by the addition thereto of a NEW SECTION, to be  
42 known and designated as Section 33-1273A, Idaho Code, and to read as  
43 follows:

44  
45 33-1273A. NEGOTIATIONS IN OPEN SESSION. Any other provision of law  
46 notwithstanding, including any provisions to the contrary in Section  
47 67-2345, Idaho Code, all negotiations or meetings allowed or required  
48 pursuant to this act shall be in open session and shall be open and  
49 available for the public to attend. In addition, all documentation  
50 exchanged between the parties during negotiations, including all  
51 offers, counter offers and meeting minutes shall be subject to public  
52 writings disclosure laws.

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Section 20 - 33-1274 (effective immediately). This section clarifies that mediation is non-binding. It also provides that if no agreement has been reached by June 10<sup>th</sup> on compensation for the ensuing school year, the school board shall establish the level of compensation as it deems appropriate, at a meeting held no later than June 22<sup>nd</sup>. No "due process" procedures are required for this meeting. The school board may extend the June 10<sup>th</sup> or June 22<sup>nd</sup> deadlines in this section by one day, if one of those days falls on a Sunday.

Section 21 - 33-1274A (effective immediately). This new section states that if an agreement is reached, it is to be presented in writing, and voted on by the union by June 15<sup>th</sup>. If approved, it is to be voted on by the school board by June 22<sup>nd</sup>. If ratification fails, the school board is to establish compensation.

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3 SECTION 20. That Section 33-1274, Idaho Code, be, and the same  
4 is hereby amended to read as follows:  
5

6 ~~33-1274. APPOINTMENT OF MEDIATORS COMPENSATION~~ MEDIATION -  
7 ESTABLISHMENT OF COMPENSATION TERMS UPON FAILURE TO AGREE.

8 1. In the event the parties in negotiations are not able to come  
9 to an agreement upon items submitted for negotiations under a  
10 negotiations agreement between the parties, one or more mediators may  
11 be appointed. The issue or issues in dispute shall be submitted to  
12 mediation at the request of either party in an effort to induce the  
13 representatives of the board and the local education organization to  
14 resolve the conflict. The procedures for appointment of and  
15 compensation for the mediators shall be determined by both parties  
16 compensation for professional employees by May 10, if agreed to by  
17 both parties, a mediator may be appointed. The issue or issues in  
18 dispute shall be submitted to mediation in an effort to induce the  
19 representatives of the board of trustees and the local education  
20 organization to resolve the conflict. The procedure for appointment  
21 of and compensation for the mediator shall be determined by both  
22 parties. Mediation is non-binding, and the recommendation or  
23 recommendations of the mediator, if any, shall not be construed as  
24 having any force or effect.

25 2. If no agreement regarding compensation has been reached by the  
26 parties on or before June 10, the board of trustees, at a meeting held  
27 no later than June 22, shall establish compensation for professional  
28 employees for the ensuing school year as it deems appropriate.

29 3. If the board of trustees establishes compensation pursuant to  
30 subsection 2. of this section, no hearing need be held by the board.

31 4. The dates of June 10 and June 22 are not arbitrary or  
32 discretionary dates that may be modified by agreement of the parties.  
33 The only instance in which the days may be extended is if June 10 or  
34 June 22 fall on a Sunday. In such situation the board of trustees  
35 may, at its discretion, extend these days to June 11 or June 23.

36  
37 SECTION 21. That Chapter 12, Title 33, Idaho Code, be, and the  
38 same is hereby amended by the addition thereto of a NEW SECTION, to be  
39 known and designated as Section 33-1274A, Idaho Code, and to read as  
40 follows:  
41

42 33-1274A. PROCEDURES UPON AGREEMENT.

43 1. In the event the parties in negotiations agree regarding  
44 compensation of professional employees at any time prior to June 10,  
45 such agreement shall be placed in writing by the persons who  
46 negotiated on behalf of the board of trustees and the local education  
47 organization. Such written agreement shall be offered for approval  
48 and ratification by the local education organization at an open  
49 meeting on or before June 15. If such written agreement is approved  
50 and ratified by the local education organization on or before June 15,  
51 it shall thereafter be approved or disapproved by the board of  
52 trustees at a board meeting held on or before June 22.

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Section 22 - 33-1275 (effective immediately). Eliminates the previous language found in this section, which dealt with the appointment of a fact finder. In its place is language that specifies that each agreement is to run for one fiscal year, from July 1 through June 30. It also prohibits school boards from approving the inclusion of evergreen/continuation clauses in any master agreement, and expires all current master agreements on June 30, 2011.

Section 23 - 33-1276 (effective immediately). This section deletes unnecessary language.

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2       2. Should the local education association or the board of  
3 trustees fail to ratify and approve the written agreement as provided  
4 in this section, the board of trustees shall establish other  
5 compensation terms, as independently determined by the board and not  
6 controlled by the terms which failed ratification, for professional  
7 employees as provided in Section 33-1274, Idaho Code.  
8

9       SECTION 22. That Section 33-1275, Idaho Code, be, and the same  
10 is hereby amended to read as follows:  
11

12 ~~33-1275.FACT FINDERS — APPOINTMENT — HEARINGS TERM OF AGREEMENTS.~~

13       1. ~~If mediation fails to bring agreement on all negotiable~~  
14 ~~issues, the issues which remain in dispute may be submitted to fact-~~  
15 ~~finding by request of either party. One or more fact finders shall be~~  
16 ~~appointed by the parties by mutual agreement. If such agreement cannot~~  
17 ~~be reached within thirty (30) days of the request for such~~  
18 ~~appointment, the state superintendent of public instruction shall make~~  
19 ~~such appointment. The fact finder shall have authority to establish~~  
20 ~~procedural rules, conduct investigations and hold hearings during~~  
21 ~~which each party to the dispute shall be given an opportunity to~~  
22 ~~present its case with supporting evidence. All negotiated agreements~~  
23 ~~or master contracts, by any name or title, entered into under the~~  
24 ~~provisions of this act or the preceding act shall have a term of July~~  
25 ~~1 through June 30 of the ensuing fiscal year. The board of trustees~~  
26 ~~shall not have the authority to enter into any agreement negotiated~~  
27 ~~under the provisions of this act that has any clause or provision~~  
28 ~~which allows for such agreement to be in any force or effect for~~  
29 ~~multiple years or indefinitely, or otherwise does not expire on its~~  
30 ~~own terms on or before June 30 of the ensuing fiscal year.~~

31       2. ~~Within thirty (30) days following designation of the fact-~~  
32 ~~finder, he shall submit a report in writing to the respective~~  
33 ~~representatives of the board and the professional employees, setting~~  
34 ~~forth findings of fact and recommendations on the issues submitted.~~  
35 ~~Any agreement or contract previously entered under the provisions of~~  
36 ~~the current or former Sections 33-1271 through 33-1276, Idaho Code,~~  
37 ~~shall be deemed to expire as of June 30, 2011, regardless of any~~  
38 ~~evergreen, continuation or other clause shall is included in such~~  
39 ~~contract which provides for continuation beyond June 30, 2011. In~~  
40 ~~addition, any term of any existing agreement which conflicts with the~~  
41 ~~current provisions of Title 33 is hereby declared void and~~  
42 ~~unenforceable from the date of July 1, 2011.~~  
43

44       SECTION 23. That Section 33-1276, Idaho Code, be, and the same  
45 is hereby amended to read as follows:  
46

47 ~~33-1276.INTENT OF ACT. Nothing contained herein is intended to or~~  
48 ~~shall conflict with, or abrogate the powers or duties and~~  
49 ~~responsibilities vested in the legislature, state board of education,~~  
50 ~~and the board of trustees of school districts by the laws of the state~~  
51 ~~of Idaho. Each school district board of trustees is entitled, without~~  
52 ~~negotiation or reference to any negotiated agreement, to take action~~

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Section 24 (effective immediately). This section inserts a severability clause, which allows the other provisions of the bill to continue in force if one or more sections are ultimately invalidated by a court ruling.

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2 that may be necessary to carry out its responsibility due to  
3 situations of emergency or acts of God.  
4

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