

\*\*446 -Negotiated Agreement Terms. The 2018 legislature, by HB 647, modified the language relating to what a local education association must show in order to establish its representative status. In order to establish 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 Idaho Code §33-1272, indicated agreement to be represented by the local education organization for negotiation purposes. However, evidence of fifty percent (50%) plus one (1) inconsistent with Idaho Code §33-1271(3) will not be counted in the establishment of representative status. In addition, this policy is updated to reflect prior changes to the open meeting law as to when executive sessions may be held relating to labor negotiations.

#### **DEFINITIONS**

“Benefits” means employee insurance, leave time, and sick leave benefits.

“Compensation” means salary and benefits for professional employees.

“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.

“Local education organization” means any organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, [as defined in Idaho Code §33-1272](#), excluding administrative personnel, as their representative organization for negotiations.

“Majority of professional employees” means fifty percent (50%) plus one (1) of the professional employees.

“Negotiations” means publicly meeting and conferring in good faith for the purpose of reaching a negotiation agreement.

“Negotiation agreement” means the employment matters and conditions mutually agreed upon in writing between the board of trustees and the local education organization.

“Professional employee” means any certificated employee of the school district, but excludes administrative personnel including superintendents, supervisors, or principals for the purposes of negotiations.

#### **NEGOTATIONS PROCESS**

Either the board or the local education organization may make a request for negotiations. At its discretion, the board may request written evidence from the local education organization that it represents the majority of the professional employees for negotiations. The board may further request that the local education organization establish annually that it represents the majority of

professional employees for negotiations 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 Idaho Code §33-1272, indicated agreement to be represented by the local education organization for negotiation purposes. Evidence of fifty percent (50%) plus one (1) inconsistent with this provision shall not be counted in the establishment of representative status.

The individual(s) selected to represent the local education organization will be a member(s) of the organization designated to represent the professional employees and a professional employee(s) of the district. At its discretion, the board may designate any individual(s) as its representative(s) for negotiations. However, in the event the board chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district, the local education organization is authorized to designate any individual(s) of its choosing to represent the organization for negotiations. Negotiations will only occur between the respective designated representatives.

Negotiations will consist of meeting and conferring in good faith on those matters specified in any such negotiation agreement between the board and the local education organization. In the event a conflict exists between the negotiated agreement and state or federal law, state or federal law will prevail unless a provision exists allowing the negotiated agreement to prevail. The board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

**PUBLIC ACCESS**

All negotiations with the local education organization will occur in public, provided, however, that the board or its designated representatives may hold an executive session for the specific purpose of:

- a. Considering a labor contract offer or to formulate a counteroffer; or
- b. Receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee’s right to privacy.

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Joint ratification of all final offers of settlement will be made in open meetings, and each party must provide written evidence confirming to the other that majority ratification has occurred.

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Accurate records or minutes will be kept and will be available for public inspection at the district’s office during normal business hours. All documentation exchanged between the board, or its designees, and the local education organization will be subject to the public records disclosure laws, including all offers, counteroffers and meeting minutes.

At the earliest possible time practicable, the district will post notice of all negotiation sessions on the front page of its website. If time permits, notices will also be posted within 24 hours of the

negotiation sessions at the district’s regular meeting physical posting locations. [Public testimony, if any, will be posted as an agenda item.](#)

**DURATION OF NEGOTIATED AGREEMENTS**

All agreements entered into through the negotiation process will have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Neither the board nor the local education organization has authority to enter into any agreement or provisions that are 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, with the exception of certain negotiated provisions that meet the criteria for a nonrolling two (2) year duration.

Upon mutual ratification, the board may enter into negotiated provisions with a nonrolling two (2) year duration for any item other than compensation and benefits. The nonrolling two (2) year provision must have a designated start date and end date. The negotiated nonrolling two (2) year provisions may not be renegotiated during the two (2) year term, but may be addressed by the board and the local education organization at the expiration of the end date of the two (2) year term.



**LEGAL REFERENCE:**

Idaho Code Sections  
33-1271 through 1276  
74 – 206 and 206A – Open Meeting Law (executive sessions)

**ADOPTED:**

**AMENDED:**

*\*Language in text set forth in italics is optional.*