



FREE RIDE:
HOW IDAHO TAX DOLLARS SUPPORT
TEACHERS UNIONS

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INTRODUCTION

Idaho law currently requires school districts to engage in collective bargaining with a teachers union if a majority of district educators select union representation.¹ Of the 117 traditional public-school districts in Idaho,² approximately 83 currently negotiate with a teachers union.³

The scope of such negotiations is quite broad. State law requires school districts and teachers unions to “negotiate in good faith on those matters specified in any such negotiation agreement”⁴ — essentially, the parties can bargain over anything they like. While union negotiations typically involve matters like compensation, conditions of employment, and grievance resolution, teachers unions have taken advantage of the lack of guardrails to use the bargaining process to secure taxpayer support for teachers union activities and even political advocacy.

Local teachers unions in Idaho are generally affiliated with the Idaho Education Association (IEA), itself an affiliate of the National Education Association (NEA), the largest teachers union in the country. Consequently, much of the dues paid by Idaho educators go to support the operations and political advocacy of the IEA and the NEA, rather than towards local unions’ representational services.

As an organization, the NEA is as controversial as it is large. The NEA headquarters in Washington, D.C., alone reported total revenue of more than \$600 million in fiscal year 2022⁵, not counting the revenue retained by its hundreds, if not thousands, of state and local affiliates like the IEA. The NEA undoubtedly exerts more influence over the policies and operations of American public schools than any other private special interest group.

From supporting unrestricted increases to the U.S. debt ceiling,⁶ to opposing policies seeking to preserve and protect women’s sports,⁷ picking sides in the Israeli-Hamas conflict,⁸ backing abortion without limit,⁹ and supporting gun confiscation,¹⁰ there is essentially no major policy debate in which the NEA does not seek to exert its considerable influence.

In 2021, the *Wall Street Journal’s* editorial board declared, “The NEA and AFT have become the ideological and institutional vanguard of progressive politics. They are a powerful wing of the Democratic Party...”¹¹

Overt politics aside, even the more mundane employment matters addressed by teachers unions in collective bargaining carry significant policy implications.

¹ Section 33-1271, Idaho Code.

² <https://www.idaho.gov/education/school-districts/>

³ Idaho School Boards Association. “ISBA Searchable Master Agreements.” <https://www.idsba.org/contracts/>

⁴ Section 33-1271(1), Idaho Code.

⁵ National Education Association Form LM-2 for FY 2022. <https://olmsapps.dol.gov/query/orgReport.do?rptId=849363&rptForm=LM2Form>

⁶ Marc Egan. “VOTE NO on the Limit, Save, Grow, Act of 2023.” National Education Association. April 25, 2023.

<https://www.nea.org/advocating-for-change/action-center/letters-testimony/vote-no-limit-save-grow-act-2023>

⁷ National Education Association. “What You Need to Know About State Laws Attacking Transgender Youth.”

<https://www.nea.org/sites/default/files/2022-03/2022.2.10%20Memo%20on%20State%20Anti-trans%20Laws.pdf>

⁸ Carole Greenfield, Gail Hammerman and Karen Bloom. “The National Education Association has no business platforming hate.” *Jewish News Syndicate*. July 1, 2022. <https://www.jns.org/the-national-education-association-has-no-business-platforming-hate/>

⁹ Eric Jotkoff. “NEA President’s Statement on Dobbs v. Jackson Women’s Health Organization.” National Education Association. June 24, 2022. <https://www.nea.org/about-nea/media-center/press-releases/nea-presidents-statement-dobbs-v-jackson-womens-health-organization>

¹⁰ National Education Association. “Responding to Gun Violence.” Accessed May 24, 2023. <https://www.nea.org/gunviolence>

¹¹ *Wall Street Journal* editorial board. “The Teachers Unions Go Woke.” July 7, 2021. <https://www.wsj.com/articles/the-teachers-unions-go-woke-11625697757>



As the U.S. Supreme Court explained at length in its landmark 2018 ruling in *Janus v. AFSCME*:

- “[I]t is impossible to argue that the level of... state spending for employee benefits... is not a matter of great public concern.”
- “Take the example of education... The public importance of subsidized union speech is especially apparent in this field, since educators make up by far the largest category of state and local government employees, and education is typically the largest component of state and local government expenditures. Speech in this area also touches on fundamental questions of education policy.”
- “Even union speech in the handling of grievances may be of substantial public importance and may be directed at the ‘public square.’”¹²

Of course, unions have a valid role to play in giving voice to employees in workplace matters and, as a private organization, the NEA and its affiliates are and should be free to advocate for any causes or political candidates they like, *so long as they do it with their own funds derived from voluntary memberships freely purchased by the union’s members.*

The problem is that the NEA’s headquarters in Washington, D.C., specifically encourages its affiliates to prioritize certain “essentials to a strong union contract” that involve securing special legal privileges at taxpayers’ expense.¹³ In many states, teachers unions have effectively roped taxpayers into subsidizing union activity and advocacy, thereby inflating their influence. Unfortunately, Idaho is no exception.

The Freedom Foundation’s review of current and recent school district collective bargaining agreements with teachers unions available in the Idaho School Boards Association database identified six ways in which teachers unions benefit from government funds, facilities, resources, and personnel:

1. Government collection of union dues

Of the 83 districts with known teachers unions analyzed, at least 52 deduct union dues from educators’ paychecks and forward the funds to a teachers union. Over the course of a year, these districts collect about \$4.4 million in dues from over 5,000 teachers, about \$1.1 million of which is forwarded to the NEA headquarters in Washington, D.C., and used to advance its political advocacy. The total cost to taxpayers of school districts’ dues collection for teachers unions could run tens of thousands of dollars.

2. School districts paying teachers’ union dues

The Boise School District offers teachers a monthly salary enhancement approximating the cost of teachers union dues, and nothing would prevent a district from explicitly paying teachers’ dues or, for that matter, contributing funds directly to the union.

3. Enhanced access to teachers’ personal information

Teachers unions in at least two districts have successfully bargained for the right to personal contact information about teachers that any other member of the public would be prohibited from acquiring under the state Public Records Act.

¹² *Janus v. AFSCME*, (2018). https://www.supremecourt.gov/opinions/17pdf/16-1466_2b3j.pdf

¹³ National Education Association. “8 essentials to a strong union contract without fair-share fees.” <https://www.freedomfoundation.com/wp-content/uploads/2018/03/NEA-8Essentials.pdf>

4. Union participation, and membership solicitation, during new employee orientations

At least a dozen school districts allow teachers unions to solicit membership as part of the district-operated new hire orientation process, with no apparent ability for teachers to opt-out.

5. Release time for teachers union officials

At least 51 school district teachers union contracts include release time provisions requiring taxpayers to foot some or all of the bill for teachers' time spent out of the classroom while attending to union business during working hours. The total cost to taxpayers could easily exceed half-a-million dollars per year, equivalent to about half-a-dozen teachers working full-time for the union at taxpayers' expense.

6. Privileged access to and use of school facilities and resources

At least 31 districts have agreed, in bargaining, to grant the teachers union privileged, no-cost access to and use of school facilities far above and beyond what community organizations or even rival unions are entitled to.

To better balance the interests of educators and taxpayers, Idaho lawmakers can and should prohibit school districts from using taxpayer funds to promote teachers unions in these ways.

GOVERNMENT COLLECTION OF UNION DUES

FOR UNIONS, PAYROLL DEDUCTION MINIMIZES COSTS, MAXIMIZES COERCION

Nothing in existing Idaho state law requires or prohibits school districts from deducting union dues from teachers' paychecks and forwarding the funds to a union. However, the NEA advises its affiliates to prioritize bargaining for employer-administered payroll deduction of union dues in contract negotiations.¹⁴

Unions prefer government-administered payroll deduction of union dues because it frees them from bearing the administrative costs associated with collecting members' dues payments—such as credit card processing fees or creating and managing systems to handle electronic payments. Instead, payroll deduction offloads the workload and costs of dues collection to public employees and taxpayer-funded payroll systems.

Government-run dues collection also facilitates more coercive union membership solicitations, up to and including outright forgery. With payroll deduction, unions do not need to ask for or obtain employees' bank account or credit card information; to get paid, all a union must do is get an employee to sign a membership form or, in some cases, sign it for them. Freedom Foundation attorneys have represented nearly 20 unionized public employees from West Coast states whose signatures have been forged on union membership forms by union organizers in recent years, triggering dues deductions from their paychecks by their government employers.¹⁵

¹⁴ National Education Association. "8 essentials to a strong union contract without fair-share fees." <https://www.freedomfoundation.com/wp-content/uploads/2018/03/NEA-8Essentials.pdf>

¹⁵ Freedom Foundation. "Federal Lawsuits Against Government Unions for Forging Signatures on Membership Forms." <https://www.freedomfoundation.com/wp-content/uploads/2022/04/Union-forgery-handout.pdf>



SCHOOL DISTRICTS COLLECT \$4.4 MILLION IN TEACHERS UNION DUES PER YEAR

Of the 83 identified Idaho school districts that collectively bargain with teachers unions, 25 have provisions in their negotiated agreements obligating the district to act as the union's dues collector.¹⁶ Another 27 districts have agreed to provide payroll deduction services to unions even if no requirement to do so was collectively bargained. For instance, Filer School District board policy allows for "salary deductions" of union dues.¹⁷

To better determine the prevalence of district-administered union dues collection, the Freedom Foundation submitted public records requests to each identified district with unionized teachers seeking the following data for April 2023: (1) the number of teachers in the district; (2) the number of teachers from whose paychecks the district deducted union dues; and (3) the total amount of the deductions.

While not every district responded completely to the request, the responses showed that at least 52 school districts deducted a total of at least \$369,000 in dues from the paychecks of at least 5,150 teachers in April 2023 alone.¹⁸ At that rate, Idaho school districts would use their taxpayer-funded payroll systems to collect more than \$4.4 million in dues for teachers unions over the course of a calendar year.

WHAT GOVERNMENT COLLECTION OF UNION DUES COSTS TAXPAYERS

Though it certainly costs *something*, there's no way to definitively quantify the cost to taxpayers of school districts setting up and maintaining processes to deduct union dues from teachers paychecks, though a reasonable estimate could run tens of thousands of dollars per year.

By way of comparison, the Federal Election Campaign Act requires any corporation "that utilizes a method of... facilitating the making of voluntary contributions" to a federal political committee to "make available such method, on written request and at a cost sufficient only to reimburse the corporation for the expenses incurred thereby, to a labor organization representing any members working for such corporation..."¹⁹

Further, regulations adopted by the Federal Election Commission specifically apply this framework to employer collection of political contributions via payroll deduction.²⁰

Often, the reimbursement rate will be bargained between the corporation and the union. A review of private-sector collective bargaining agreements in the Pacific Northwest indicates that, where such provisions are included, it is customary for the union to reimburse the employer for 0.25 percent of the amounts deducted for the union's political fund.²¹

While, as explained further below, government employers generally cannot deduct political contributions from employees' wages in Idaho, there's no reason the cost of creating and administering payroll deduction of political contributions should differ much from the collection of union dues. If anything,

¹⁶ See Chart I: Payroll Deduction of Union Dues by District

¹⁷ Filer School District Board Policy No. G.16/D.10. https://filer.k12.id.us/docs/policy_manual/SECTIONG.pdf

¹⁸ See Chart I: Payroll Deduction of Union Dues by District

¹⁹ 2 U.S.C. § 441b(6)

²⁰ 11 CFR § 114.5(k)(1)

²¹ See, for example:

Article 2.5 of the collective bargaining agreement between SEIU 199NW and Kaiser Permanente for RNs: <https://www.seiu199nw.org/wp-content/uploads/2022/11/KPWA-RN-ARNP-2019-2023-with-LOU-and-2022-Wages-and-Steward-Ed-and-Redeployment-combined-MOU-QBS.pdf>

Section 2.5 of the collective bargaining agreement between SEIU 775 and Providence Mother Joseph Care Center: <https://seiu775.org/wp-content/uploads/2022/12/PMJCC-SEIU-775-2022-2025-CBA.pdf>

Memorandum of understanding in the collective bargaining agreement between UFCW 21 and St. Anne Hospital:

<https://static1.squarespace.com/static/5418aa2ce4b097579b5c27e5/t/6324fba69c4448476b829e53/1663368116013/CHI+St.+Anne+Hospital+20-23.pdf>

political contributions should be easier to administer, as fewer unionized employees will contribute to the union's political committee than will pay dues and, while PAC contribution amounts are typically fixed, dues payments often vary.

Still, at a rate of 0.25 percent, the cost to Idaho taxpayers of collecting \$4.4 million in union dues for the NEA would amount to about \$11,000 per year. However, since unions are unlikely to agree to reimburse an employer for more than the actual cost of such deductions and likely to negotiate a lower rate if possible, it is likely that this is a conservative estimate.

It is also worth noting that, since the U.S. Supreme Court's *Janus* ruling established that "...States and public-sector unions may no longer extract agency fees from nonconsenting [public] employees" and that no union payments "may be deducted from a nonmember's wages... unless the employee affirmatively consents to pay," Idaho school districts have a responsibility to ensure that they observe and protect teachers' First Amendment rights to refrain from union membership and dues payment and could face liability under federal civil rights laws for failure to do so.

TAXPAYER-FUNDED DUES COLLECTION SUBSIDIZES NEA POLITICS

Existing Idaho law clearly establishes the principle that taxpayer funds and government resources are not to be used to support candidates for public office or ballot measures. Idaho's Public Integrity in Elections Act provides:

"(1) Neither a public entity nor its employees shall make, nor shall a public official make or authorize, an expenditure from public funds to advocate for or against a candidate or a ballot measure.

(2) Neither a public entity nor any of its employees shall use, nor shall a public official authorize or use, public property or resources to advocate for or against a candidate or a ballot measure."²²

Further, the Voluntary Contributions Act prohibits Idaho unions from using members' dues for "political activities" and requires them to collect members' contributions to union political funds without the use of employer-administered payroll deduction.²³

Unfortunately, school district collection of teachers union dues provides a work-around to both of these laws.

Though they are separate legal entities, their affiliation with the NEA requires local teachers unions and the IEA to send a portion of the dues they collect from Idaho teachers to the NEA headquarters in Washington, D.C. For the 2023-24 school year, \$208 of each member's annual dues is owed to the NEA.²⁴ Since Idaho school districts collect dues from the paychecks about 5,150 educators, Idaho taxpayers fund the collection and transmittal to the NEA of about \$1.1 million per year.

According to the NEA's annual financial reports to the U.S. Department of Labor, about 10-20 percent of the funds spent by the NEA in a typical year are for "political activities and lobbying," including direct political contributions and expenditures on candidates and ballot measures, sometimes involving Idaho elections.

Excluding the sale and purchase of various investments, the NEA reported that it spent a total of about \$374 million in the 2020-21 school year, of which \$66 million (17.7 percent) was for "political activities and

²² Section 74-604, Idaho Code.

²³ Section 44-2603, Idaho Code.

²⁴ Madeline Will. "Here's How the Nation's Largest Teachers' Union Is Spending Its Money." *Education Week*. July 10, 2023. <https://www.edweek.org/teaching-learning/heres-how-the-nations-largest-teachers-union-is-spending-its-money/2023/07>



lobbying.”²⁵ The NEA’s disclosure for the 2021-22 academic year showed that it spent \$375 million, excluding the sale and purchase of securities, of which \$42 million (11.1 percent) went towards “political activities and lobbying” including, for example, \$500,000 in “ballot initiative support grants” to the Idaho Education Association and a \$150,000 contribution to pro-choice PAC Emily’s List.²⁶ And this does not include the tens of millions of additional dollars the NEA contributes to progressive nonprofit organizations and other politically active entities.

In short, by routing some of the dues money to the NEA, which then uses some of the funds to engage in electoral political activity, district-administered payroll deduction allows teachers unions to exploit a loophole in state law that results in Idaho taxpayers directly supporting hundreds of thousands of dollars in NEA politicking.

IDAHO LAWMAKERS SHOULD END PAYROLL DEDUCTION OF TEACHER UNION DUES

While, as private membership organizations, the state can’t—or at least shouldn’t—force Idaho teachers unions to disaffiliate from the NEA, lawmakers can and should end payroll deduction of union dues by Idaho school districts and require teachers unions to collect their own dues from those teachers willing to voluntarily sign up to pay.

For those teachers who sincerely want to join a union, paying dues absent payroll deduction need not be any more difficult than signing up for Netflix. Indeed, because some Idaho school districts currently do not collect dues for teachers unions, the IEA has already set up “eDues,” which it describes as a “simple” process for teachers to pay the union directly online using their bank account or credit card.²⁷ As an added benefit, teachers would have more control over their membership with a union and the worst union practices, such as forging signatures on membership forms, would no longer be possible.

In short, there is little public policy justification for requiring taxpayers to spend tens of thousands of dollars per year collecting millions of dollars for a private special interest group bargaining against taxpayers’ interests and using part of the money to engage in partisan political advocacy, especially when convenient alternatives are available that increase teachers’ control over their union membership and pose no legal risks to public schools.

States are increasingly recognizing the wisdom of disentangling government from union dues collection, and many, such as Iowa²⁸ and Wisconsin,²⁹ already prohibit payroll deduction of union dues from public employees’ paychecks. In 2023 alone, Florida,³⁰ Arkansas,³¹ Tennessee³² and Kentucky³³ ended government-administered union dues collection for teachers unions. Idaho should follow suit.

SCHOOL DISTRICTS PAYING TEACHERS’ UNION DUES

Nothing in existing Idaho law prohibits school districts from paying teachers’ union dues for them or from simply contributing funds to a teachers union directly, courtesy of state taxpayers.

While the concept of direct government funding for teachers unions might sound far-fetched, labor-aligned academics have called for precisely this since the U.S. Supreme Court struck down state laws

²⁵ National Education Association Form LM-2 for FY 2021. <https://olmsapps.dol.gov/query/orgReport.do?rptId=788587&rptForm=LM2Form>

²⁶ National Education Association Form LM-2 for FY 2022. <https://olmsapps.dol.gov/query/orgReport.do?rptId=849363&rptForm=LM2Form>

²⁷ Idaho Education Association. “My Membership.” <https://idahoea.org/members/my-membership/>

²⁸ Iowa Code § 70A.19

²⁹ Wis. Stat. § 111.845

³⁰ SB 256 (2023). <https://www.flsenate.gov/Session/Bill/2023/256>

³¹ SB 473 (2023). <https://www.arkleg.state.ar.us/Bills/Detail?id=SB473&ddBienniumSession=2023%2F2023R>

³² SB 281 (2023). <https://wapp.capitol.tn.gov/apps/BillInfo/Default.aspx?BillNumber=SB0281>

³³ SB 7 (2023). <https://apps.legislature.ky.gov/record/23rs/sb7.html>

requiring public employees to pay union dues as a condition of employment in 2018.³⁴ Troublingly, at least in some states, union-backed lawmakers are listening. So far, both California³⁵ and Delaware³⁶ have passed laws creating tax credits for union dues, shifting the cost of dues from union members to taxpayers. Similar legislation is under consideration in Michigan.³⁷

Even in Idaho, there are troubling signs.

The IEA's most recent Form 990 tax return filed with the Internal Revenue Service for the 2021-22 academic year discloses total revenue of \$5.4 million, of which nearly \$1.5 million is attributed to "government grants," though it is not clear which government entities provided the referenced funds.³⁸

Further, the Boise School District's negotiated agreement with the local teachers union contains what appears to be a veiled mechanism for the district to pay teachers' union dues for them. The agreement provides:

"The Board agrees to provide each professional employee a sum equal to 1.132% of the average classroom teacher's salary of the State of Idaho for the preceding year for professional activities. That sum of money shall be paid to each professional employee in twelve (12) equal monthly installments, commencing in September... It is agreed that membership in any professional organization(s) is not a condition of employment."³⁹

While it doesn't say so explicitly, the provision is clearly constructed with the intent that the salary enhancement be used to cover the cost of union dues. The suspiciously specific amount of the enhancement appears at least approximate to, if not entirely based on, the union dues rate for Idaho educators. Further, the enhancement is paid monthly, just like teachers' union dues. While the union still cannot force educators to join, the contract provision allows union organizers to pitch membership to teachers as essentially free, since the district (taxpayers) provide additional funds to offset the cost of dues. Combined with the Boise School District's deduction of union dues from educator's paychecks, the pipeline of revenue from taxpayers to the union is quite clear.

Idaho law should be changed to prohibit taxpayer funding of teachers unions, whether directly through grants or through backdoor salary enhancement schemes like Boise's.

UNION ACCESS TO TEACHERS' PERSONAL INFORMATION

Another priority for NEA affiliates is getting the employer to agree to turn over detailed personal information about employees to aid union efforts to solicit membership from employees, both at work and at home. According to the NEA, "[s]trong [contract] language should ensure that... [f]ull contact information is provided, including name... home and worksite phone numbers, home and worksite email addresses, and home address."⁴⁰ Where possible, teachers unions have even successfully bargained for

³⁴ Aaron Tang, "A Simple Fix to Janus." *In These Times*. July 16, 2018. https://inthesetimes.com/features/janus_rebuilding_labor_free-rider_fix_labor_unions.html

³⁵ Maxford Nelsen. "California's Latest Gift to Big Labor." *The Wall Street Journal*. September 5, 2022.

<https://www.wsj.com/articles/california-latest-gift-to-big-labor-law-tax-credit-newsom-unions-janus-11662401701>

³⁶ SB 72 (2023). <https://legis.delaware.gov/BillDetail?legislationId=140431>

³⁷ Stephen Delie and Michael D. LaFaive. "Tax credit gives organized labor blank check for union spending." Mackinac Center for Public Policy. April 20, 2023. <https://www.mackinac.org/blog/2023/tax-credit-gives-organized-labor-blank-check-for-union-spending>

³⁸ <https://www.freedomfoundation.com/wp-content/uploads/2024/01/IEA-Form-990-2021-22.pdf>

³⁹ Article XII(T). <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/03/Boise.pdf>

⁴⁰ National Education Association. "8 essentials to a strong union contract without fair-share fees."

<https://www.freedomfoundation.com/wp-content/uploads/2018/03/NEA-8Essentials.pdf>



access to educators' Social Security numbers in some places.⁴¹

Not only does the disclosure of such personal information have the potential to compromise employees' privacy but, in other contexts, businesses selling memberships must do the work of identifying their target audience and promoting their product or services accordingly. Teachers unions already have heightened, direct access to teachers at work; there is no reason to allow teachers unions to use records of teachers' personal contact information, collected and maintained by the government at taxpayer expense, for commercial marketing purposes.

Thankfully, existing Idaho law already contains strong privacy protections for public employees. Among other things, the Idaho Public Records Act specifically prohibits the disclosure of public employees' "sex, race, marital status, birth date, home address and telephone number, [and] social security number" unless the employee consents to the disclosure in writing.⁴²

Nevertheless, at least two Idaho teachers unions have negotiated agreements with school districts granting the union access to personal information about teachers that would not be legally disclosable under the Public Records Act.

The Blackfoot School District's negotiated agreement gives the local teachers union the right to "inspect" the "names and addresses of newly hired employees... at the school district office during regular business hours."⁴³

And in the Jefferson Joint School District, the union contract directs the district to "make available" to the union the "names, addresses and telephone numbers of all teachers..."⁴⁴

To protect teachers' privacy and limit unwanted union contact, as well as ensure records collected and maintained at taxpayer expense are not used for union marketing, state law should more clearly prohibit school districts from providing more personal information about teachers to a union than is disclosable under the Public Records Act.

UNION PARTICIPATION IN NEW EMPLOYEE ORIENTATIONS

The NEA encourages affiliates to bargain for union participation in employer-conducted new employee orientations (NEOs). According to the NEA, its affiliates should ensure that "an adequate length of time is provided and that the presentation has a prominent place on the agenda (for example, no less than 60 minutes at the beginning of the orientation)" and that "the orientation is conducted in-person during work hours."⁴⁵

A charitable interpretation of such orientations is that they provide an opportunity for the union to educate employees on their rights in the workplace. The unfortunate practical reality, however, is that union participation in NEOs is designed to pressure employees into joining the union, contributing to union political funds, and inculcating pro-union sentiment among employees, as the union-aligned nonprofit Jobs with Justice explained in detail its 30-page guide, "Making the Case for Union Membership:

⁴¹ For example, in Oregon, Article 6, Section B of the Cascade School District's collective bargaining agreement with the Cascade Education Association requires the district to provide the union with "all known" teacher phone numbers, email addresses, and mailing addresses, as well as the last four digits of their respective Social Security numbers. <https://drive.google.com/file/d/1X6PDG-Zp9091U2eGUMbOlOsrSwapbxtX/view>

⁴² Section 74-106(1), Idaho Code.

⁴³ Article I, Section D. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/02/Blackfoot-Negotiated-Agreement-2022-23-for-ISBA-1.pdf>

⁴⁴ Article V, Section D. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/03/Jefferson.pdf>

⁴⁵ National Education Association. "8 essentials to a strong union contract without fair-share fees."

<https://www.freedomfoundation.com/wp-content/uploads/2018/03/NEA-8Essentials.pdf>

The Strategic Value of New Hire Orientations.”⁴⁶

For instance, in a leaked recording of a 30-minute union presentation at a Washington State Department of Labor and Industries NEO in 2021, union organizers spent their time leveling false claims against “cruel” conservative political and ideological opponents allegedly seeking to “totally takeover” public employees’ lives and “outsource all your jobs.” Agency management wasn’t spared, either, with union reps claiming agency leaders would “gaslight” employees. After sufficient fearmongering, the tirade concluded with a membership pitch. There’s no indication any workplace rights were discussed.⁴⁷

At least a dozen Idaho school districts provide opportunities for similar union recruitment during their orientation process for new teachers, with no apparent ability for teachers to opt-out of the sales pitch.⁴⁸

For example, the Blaine County School District’s union contract grants the teachers union “sufficient time, not to exceed thirty (30) minutes, at the orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities.”⁴⁹

Some districts go even further, requiring *all* teachers—not just new hires—to attend a union sales pitch each year. In Moscow, the school district contract states that union organizers “shall be permitted during the first or second contract day of school for certificated employees, to present Association programs to all employees within the bargaining unit.”⁵⁰

All of these meetings take place during work hours at taxpayers’ expense. While teachers are free to interact with a union if they wish, Idaho lawmakers should ensure that no teacher is required by their employer to attend union events, listen to a union sales pitch, or otherwise interact with a union against their will.

RELEASE TIME FOR TEACHERS UNION OFFICIALS

WORKING FOR THE DISTRICT OR WORKING FOR THE UNION?

Another top priority for teachers unions—second only, perhaps, to payroll deduction of union dues—is release time for union officers. As the NEA advises its affiliates,

“Provide release time from employment duties on a full-, part-time or occasional basis for leaders (such as local presidents, bargaining team members, and building reps) to fulfill labor-management responsibilities and maintain a strong Association. The leaders should be released without loss of pay, benefits or seniority.”⁵¹

In other words, release time is paid time off granted to teachers serving in union roles specifically to engage in union business or attend union events during working hours, all while continuing to receive their full, taxpayer-funded salary and benefits.

⁴⁶ Maxford Nelsen. “Guide Explains How Unions Indoctrinate Employees Into Joining.” Freedom Foundation. May 31, 2018. <https://www.freedomfoundation.com/labor/guide-explains-how-unions-indoctrinate-employees-into-joining/>

⁴⁷ Maxford Nelsen. “Union reps caught on tape trashing Freedom Foundation at L&I employee orientation.” Freedom Foundation. August 10, 2021. <https://www.freedomfoundation.com/labor/union-reps-caught-on-tape-trashing-freedom-foundation-at-li-employee-orientation/>

⁴⁸ See Chart II: Union Access to New Employee Orientation by District

⁴⁹ Article IX, Section G. <https://idahosba.wpenginpowered.com/contracts/wp-content/uploads/sites/5/2023/02/Blaine-County-2022-23-Master-Agreement.pdf>

⁵⁰ Article 1, Section 1.9. <https://idahosba.wpenginpowered.com/contracts/wp-content/uploads/sites/5/2023/03/Moscow-Negotiated-Agreement.pdf>

⁵¹ National Education Association. “8 essentials to a strong union contract without fair-share fees.” <https://www.freedomfoundation.com/wp-content/uploads/2018/03/NEA-8Essentials.pdf>



Two existing Idaho statutes govern release time for teachers union activities in certain contexts.

Section 33-513(1), Idaho Code, prohibits a school district board of trustees from requiring a teacher “to make up time spent... while attending regularly scheduled official meetings of the state teachers association.” However, paying teachers to attend statewide union meetings produces no value for students, families, or taxpayers.

The second statute takes a more defensible approach by permitting a teacher who has been elected president of their local union to take a leave of absence from their classroom duties to tend to union matters so long as the union reimburses the district for the full value of the president’s lost time.

Section 33-1216, Idaho Code, authorizes school districts to,

“...grant a leave of absence to any certificated employee of such district for service to a professional educational organization of which such certificated employee is a member and has been elected to hold the office of president therein, such leave to be for a period not exceeding one (1) year. During the period of any such leave of absence the said certificated employee shall receive the same compensation and receive or accrue such other rights and benefits that he would have been entitled to or have received or accrued had he been present and working for the school district, and he shall remain an active member of the public employee retirement system of Idaho; provided that such professional educational organization shall first pay to the said school district an amount equal to any and all compensation, contributions to the public employee retirement system of Idaho and any other amounts paid to or accrued in the name of said employee during such period.”

(Emphasis added).

However, the Freedom Foundation’s analysis of the union contracts in the 83 identified school districts with unionized teachers found 51 which included release time provisions requiring taxpayers to foot some or all of the bill for teachers’ time spent out of the classroom engaged in union affairs.⁵²

For example, in Coeur d’Alene, the union president “shall be released the equivalency of two days per week to conduct [union] business. The cost of the first 38 days shall be paid 100% by the district.”⁵³ In Marsing, the negotiated agreement contract provides “20 days of leave per year to be used by the Association officers and/or designated members” at taxpayer expense.⁵⁴ And in Oneida County, the teachers union president may not “be assigned duties during the term of his/her office.”⁵⁵

Further, because state law provides no restrictions on union leave, it can be used for anything, up to and including engaging in politics and lobbying. While most release time provisions are open-ended, in Payette the teachers union contract explicitly permits taxpayer-funded union lobbying: “The District will provide annually, up to 10 days for the Association to use at their discretion in performing duties of officers, attending Delegate Assembly and testifying on legislative initiatives.” (Emphasis added).⁵⁶

Unfortunately, precisely measuring the cost of teacher union release time statewide is not possible, due to a variety of factors. However, a conservative estimate is that teachers’ time out of the classroom on union

⁵² See Chart III: Taxpayer-Funded Union Release Time by District

⁵³ Article IV, Section 4. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/02/Coeur-DAlene-MASTER-ARTICLES-20222023-FINAL.pdf>

⁵⁴ Article I, Section C, Paragraph 4. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/03/Marsing.pdf>

⁵⁵ Article 2.2.1. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/04/Oneida-Master-Agreement.pdf>

⁵⁶ Article V, Section C, Subsection 3. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/02/Payette-Schools-Draft-after-July-26-update-insurance-premiums.pdf>

business effectively costs taxpayers well over half-a-million dollars each year, or roughly equivalent to six classroom teachers working full-time for the union year-round.⁵⁷

SHIFTING THE COST FROM TAXPAYERS TO UNIONS

Once certified under Idaho law to represent teachers in a school district, a union has legal obligations to fulfill towards its members, so certainly provision must be made for union officers to perform their necessary representational duties, like contract negotiations with the district. However, there is no need or public policy justification for requiring taxpayers to foot the bill for this union activity. Taxpayers must already cover the expenses incurred by the district for contract negotiations, responding to union grievances, etc.; they needn't cover the costs of union administration and advocacy on the other side of the bargaining table, too.

Thankfully, there are a variety of ways to permit unions to function while covering their own expenses. Districts could provide unpaid time off to teachers serving in union roles, as occurs in Montana's Colstrip Public School District.⁵⁸ Nothing would prevent the union from paying teachers for the time spent working for the union. After all, what are members paying dues for if not to compensate union officers to run the union?

Alternatively, educators could use personal paid time off to engage in union activity or could donate accrued PTO to a bank of time from which union officials could draw as needed, an arrangement negotiated by the City of Meridian and the firefighters' union.⁵⁹

Lastly, districts could permit paid time off for union activity in any amount but be reimbursed by the union for the value of the teachers' lost time, including salary and benefits, as already occurs in the Boise⁶⁰ and Pocatello School Districts.⁶¹

Around the country, policymakers are increasingly taking steps to shield taxpayers from funding union administration and advocacy by regulating or prohibiting employer-paid release time. In 2018, President Trump sharply curtailed paid union release time in the federal workforce via executive order.⁶² In 2022, Arizona passed legislation prohibiting government employers from spending "public monies for union activities,"⁶³ and other states like Montana, Utah and Ohio are considering cracking down on union release time as well.

The time is right for Idaho policymakers to take the lead on this important, pro-taxpayer reform.

⁵⁷ See Chart III: Taxpayer-Funded Union Release Time by District. Estimated release time costs were determined by (1) dividing teachers total annual compensation (average district salary plus 50 percent for fringe benefits) by 125 contract days per year, (2) multiplying the total average compensation per contract day by the estimated number of release time days provided in the contract, and (3) subtracting any reimbursements provided by the union to the district for the cost of substitutes (assuming a substitute rate of \$110/day). More information can be provided upon request.

⁵⁸ For instance, Article XI, Section 5, Subsection A, of the teachers union contract in Colstrip, Montana, provides, "Teachers who are elected or appointed to represent the Association may be granted leave, without pay and without per diem, to attend state, regional, and national meetings and conventions." (Emphasis added). https://core-docs.s3.amazonaws.com/documents/asset/uploaded_file/2041/CPS/2300354/2022-24_Colstrip_Faculty_Association_FINAL_CBA.pdf

⁵⁹ Article 6.4. <https://weblink.meridiancity.org/WebLink/DocView.aspx?id=307382&dbid=0&repo=MeridianCity>

⁶⁰ Article IX, Section O. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/03/Boise.pdf>

⁶¹ Article 3.10.1. <https://idahosba.wpenginepowered.com/contracts/wp-content/uploads/sites/5/2023/02/Pocatello-Chubbuck-NegotiatedAgreement-2022-2023.pdf>

⁶² Executive Order 13837. May 25, 2018. <https://www.federalregister.gov/documents/2018/06/01/2018-11916/ensuring-transparency-accountability-and-efficiency-in-taxpayer-funded-union-time-use>

⁶³ SB 1166. <https://apps.azleg.gov/BillStatus/BillOverview/76638?Sessionid=125>



TEACHERS UNIONS' PRIVILEGED ACCESS TO SCHOOL RESOURCES

Wherever possible, teachers unions seek exclusive or at least preferential access to school facilities, communications systems, and events to communicate with teachers, solicit membership, and otherwise conduct the affairs of the union at taxpayer expense. Yet again, this strategy is specifically advocated by NEA headquarters, which encourages its affiliates to seek to, “[e]nsure that [union] leaders and staff have access to worksites to meet and communicate on a regular basis with members and potential members.”⁶⁴

According to the NEA, union contracts should ensure that,

- Association meetings are allowed at work locations without charge
- Association representatives (staff and leaders) do not require prior approval to access worksite...
- The Association can use worksite bulletin boards, and employer mail, email and telecommunications services
- Rival organizations are prohibited from access to work sites and use of facilities”⁶⁵

Of the 83 school district teachers union contracts reviewed by the Freedom Foundation, at least 31 contained provisions allowing for this kind of privileged, no-cost union access to and use of school facilities far above and beyond what community organizations or even rival unions could secure.⁶⁶

For instance, the Lake Pend Oreille School District collective bargaining agreement gives the union the right to “use the internal school e-mail, intra-district mail, phones, and faculty boxes to communicate with members of the bargaining unit about Association business, as well as the right to use school facilities to conduct Association meetings.”⁶⁷ The Caldwell School District’s negotiated agreement provides similar rights to the union, but goes a step further by allowing for union use of schools’ public address systems.⁶⁸

Several other districts explicitly allow for teachers unions to utilize, at no cost, school facilities for which a rental fee would ordinarily be charged. The teachers union contract in Blackfoot, for example, provides, “The association may use district buildings without the usual rental cost for association meetings.”⁶⁹

And in some districts, such as Boise, the union contract specifically prohibits the district from providing similar access to school facilities to “any competing union or similar organization.”⁷⁰

While it is perfectly appropriate for a school district to permit a teachers union to use school facilities on the same basis as any other civic group or community organization, privileged or exclusive access to such facilities at taxpayer expense is not justified. And reserving such privileged access to a single, specific union—to the exclusion of its competitors—is even less defensible.

State lawmakers should end the favoritism and better safeguard taxpayers’ interests by prohibiting districts from providing teachers unions with more generous access to and use of school facilities than is available to charitable or community organizations. If school districts would ordinarily charge for the use of a room, for instance, then the teachers’ union would have to pay the same rate as anyone else. If the

⁶⁴ National Education Association. “8 essentials to a strong union contract without fair-share fees.” <https://www.freedomfoundation.com/wp-content/uploads/2018/03/NEA-8Essentials.pdf>

⁶⁵ Ibid.

⁶⁶ See Chart IV: Teachers Unions’ Privileged Access to School Facilities by District

⁶⁷ Article 18. <https://idahosba.wpenginpowered.com/contracts/wp-content/uploads/sites/5/2021/01/Lake-Pend-Oreille-20-21.pdf>

⁶⁸ Article V. <https://idahosba.wpenginpowered.com/contracts/wp-content/uploads/sites/5/2023/03/Caldwell-SD-22-23-FINAL-MASTER-AGREEMENT.pdf>

⁶⁹ Article I, Section E. <https://idahosba.wpenginpowered.com/contracts/wp-content/uploads/sites/5/2023/02/Blackfoot-Negotiated-Agreement-2022-23-for-ISBA-1.pdf>

⁷⁰ Article III, Section A. <https://idahosba.wpenginpowered.com/contracts/wp-content/uploads/sites/5/2023/03/Boise.pdf>

facility is available for free on a first-come-first-served basis and the teachers union is the first in line, then it incurs no charges.

And if a district wishes to provide an incumbent teachers union with more generous access to its facilities or communications systems than is currently available to the general public, then it should be free to do so, provided it provides comparable access to competing unions and nonprofit groups, too.

CONCLUSION: ENDING TAXPAYER SUPPORT FOR TEACHERS UNIONS

The NEA's agenda to take advantage of school district facilities, personnel, and funds to maximize its ability to recruit new members and offload as many operational costs to taxpayers as possible has, unfortunately, made significant inroads in Idaho public schools. However, public-sector collective bargaining is entirely the province of state lawmakers, and the Idaho legislature has all the tools and authority at its disposal necessary to end taxpayer support for teachers unions' operations and advocacy.

Prohibiting school districts from funding teachers unions directly or indirectly would not require an expenditure of state or school district funds. It would allow teachers unions to continue to exist and leave intact their legal right to advocate for improvements in educators' compensation and working conditions. And, most importantly, it would safeguard taxpayer funds and ensure that taxpayer-funded facilities are used fairly and for their intended purposes. It is imperative for Idaho policymakers to level the playing field and protect the integrity of the state public school system by ending taxpayer support for teachers unions.

CHART I: PAYROLL DEDUCTION OF UNION DUES BY DISTRICT

School District	Negotiated Agreement Provision	Text	April 2023			Projected Annual Dues Deduction
			Total Teachers	Teachers w/Dues Deduction	Total Dues Deducted	
Aberdeen	Art VIII	Dues for the United Teaching Profession (AEA, IEA, and NEA) shall be deducted from the salary of all members on the basis of ten (10) equal deductions beginning with the November paycheck. This money shall be paid to the Association after monthly deductions are made... Dues assessed by certified unions may be deducted from payroll.	172	10	\$718.06	\$8,616.72
Basin	Art L, Sec 2	The Board agrees to allow for deduction from salary for payment of dues to IEA and NEA for the employee.	29	0	\$0.00	\$0.00
Bear Lake County	N/A	N/A	46	20	\$1,094.43	\$13,133.16
Blackfoot	Art XIV	Deductions for professional dues will adhere to Idaho Code 44-2004.		136	\$8,356.01	\$100,272.12
Boise	N/A	N/A	1,950	1,505	\$92,706.08	\$1,112,472.96
Bonneville	N/A	N/A	432	106	\$7,220.68	\$86,648.16
Boundary County	Art VII	The Association will provide a current membership information form for each member that pays through payroll prior to the September payroll transmittal to the payroll department. The list will be alphabetical, with total dues per month shown to be deducted for each member. Written authorization to deduct dues shall be attached from each member as per Idaho Code 45-609.	48	48	\$2,688.38	\$32,260.56
Buhl	Art 5.2.0	Each employee shall be allowed the following optional payroll deductions... BEA, IEA, and NEA Dues...	40	0	\$0.00	\$0.00
Caldwell	N/A	N/A	352	138	\$8,564.61	\$102,775.32



Cambridge	N/A	N/A	31	2	\$117.16	\$1,405.92
Cascade	N/A	N/A	NP	NP	NP	NP
Cassia	N/A	N/A	NP	98	\$4,893.54	\$58,722.48
Challis	N/A	N/A	31	3	\$198.43	\$2,381.16
Clark County	Art 7-11	Upon appropriate and timely written authorization from the teacher, the Board shall deduct from the salary of any teacher any deductions mutually agreed upon by the teacher and the administration. Each employee will provide notice of all voluntary payroll deductions the first working day in September of each year.	NP	NP	NP	NP
Coeur d'Alene	N/A	N/A	NP	137	\$9,123.26	\$109,479.12
Council	Art IX	The Board of Trustees agrees to deduct from the salaries of all employees of the appropriate unit such monies for membership in the United Teaching Profession (National Education Association, Idaho Education Association and Council Education Association) as said persons individually authorize the Board to deduct. Said monies shall be transmitted to the comptroller of the Idaho Education Association on a monthly basis.	0	0	\$0.00	\$0.00
Filer	N/A	N/A. However, Filer School Board Policy G.16/D.10 provides, "In addition to those salary deductions required by law, salary deductions are permitted for the following... Association Dues..."	91	42	\$2,206.84	\$26,482.08
Fremont County	Art 4-1	The Board agrees to deduct monthly from the gross annual salary of any teacher so requesting in writing, such monies for membership in the United Teaching Profession (National Education Association, Idaho Education Association, and Fremont Education Association) as said persons individually authorize the Board to deduct.	44	23	\$1,429.16	\$17,149.92

Glenns Ferry	N/A	N/A		8	8	\$423.00	\$5,076.00
Hansen	N/A	N/A		25	9	\$1,002.86	\$12,034.32
Highland	N/A	N/A		13	13	\$875.95	\$10,511.40
Horseshoe Bend	Art IV, Sec F	The Board of Trustees will direct the Superintendent to develop policy and procedures to allow for appropriate payroll deductions. These deductions may include... teacher association deductions.	18	2	\$160.12	\$1,921.44	
Idaho Falls	Art 5-8	The Representative Organization shall have the following exclusive rights... Payroll deduction of dues...	NP	256	\$18,513.00	\$222,156.00	
Jefferson County	Art IV, Sec I	Teachers may make adjustments to payroll deductions any month by written notification to the district payroll clerk by the tenth day of the month.	88	88	\$5,922.32	\$71,067.84	
Jerome	Art X, Sec H	The district will deduct professional employee dues if the employee signs an authorization to do so (National Education Association, Idaho Education Association, Jerome Education Association). The district will, as a service to the local Association, deduct from an employee's paycheck the "Fair Share" payment of \$15.00 and remit to the state association the amount withheld.	248	58	\$3,607.53	\$43,290.36	
Kamiah	N/A	N/A	35	10	\$574.45	\$6,893.40	
Kimberly	Art 8	In addition to those salary deductions required by law, salary deductions are permitted per board policy 7700R for the following... Association dues.	39	39	\$2,223.90	\$26,686.80	
Kootenai	N/A	N/A	16	1	\$48.19	\$578.28	
Kuna	Art IV, Sec A, Sub d	The district agrees to allow reductions for KEA dues at any time during the year.	341	148	\$8,719.89	\$104,638.68	



Lake Pend Oreille	Art 21	The payroll department will provide a master list of current members to the Association, upon request, to be updated by the Association and returned to payroll no later than September 15. The list will be alphabetical, with total dues per month shown to be deducted for each member. Written authorization to deduct dues shall be attached from each member as per Idaho Code 45-609	251	244	\$14,263.56	\$171,162.72
Lapwai	N/A	N/A	28	28	\$1,651.56	\$19,818.72
Lewistown Independent	N/A	N/A	NP	33	\$2,421.74	\$29,060.88
Mackay	N/A	N/A	5	4	\$241.00	\$2,892.00
Madison	Art IV, Secs 3-4	Upon appropriate written authorization by the teachers, the School District shall deduct from the teacher's salary and make appropriate remittance for the following... professional dues... The School District shall deduct from the salaries of teachers such monies for any Association and its affiliated organizations as each said teacher individually authorizes the School District to deduct... The School District shall submit all deducted dues, along with a list of the names for whom deductions were made, to the treasurer of the designated Association on a monthly basis.	303	45	\$2,696.05	\$32,352.60
Marsing	N/A	N/A	135	12	\$734.26	\$8,811.12
Meadows Valley	N/A	N/A	18	1	\$87.88	\$1,054.56
Middleton	N/A	N/A	NP	85	5424.38	\$65,092.56
Minidoka County	N/A	N/A	120	120	\$62,465.98	\$749,591.76
Moscow	Art 4.8	Upon written authorization of any Certificated Employee within the bargaining unit, the School District shall deduct from the pay of such employee the monthly amount of dues required for membership in the Association, as certified by the Association, and transmit said	NP	134	\$7,624.31	\$91,491.72



		dues to the treasurer of the Association according to current practice unless otherwise advised by the Association.					
Mountain Home	N/A	N/A	210	44	\$3,162.15	\$37,945.80	
Mullan	N/A	N/A	38	7	\$492.10	\$5,905.20	
New Plymouth	Art 4.6.2	The Board agrees to allow payroll deductions from the salaries of Professional Employees for Association dues, solely at the direction of the Professional Employee.	30	30	\$1,872.51	\$22,470.12	
Oneida County	N/A	N/A	26	26	\$1,588.34	\$19,060.08	
Orofino	N/A	N/A	85	8	\$412.24	\$4,946.88	
Payette	N/A	N/A	82	17	\$946.77	\$11,361.24	
Pocatello/Chubbuck	N/A	N/A	698	254	\$19,070.77	\$228,849.24	
Post Falls	Art 10	The District Administration Office will process payroll dues deductions for the unified dues of the PFEA, the Idaho Education Association and the National Education Association.	72	72	\$4,367.00	\$52,404.00	
Potlatch	N/A	N/A	28	28	\$1,526.96	\$18,323.52	
Salmon	Art 4.8	The District agrees to deduct from the salaries of all teachers such monies for membership in the United Teaching Profession (Salmon Education Association, Idaho Education Association, and National Education Association) as said teachers individually authorize the District to deduct.. The respective amounts of said corrections, together with records of any corrections, shall be transmitted to the Salmon Education Association and the Idaho Education Association treasurers no later than ten (10) days following the actual deductions.	NP	37	\$2,113.62	\$25,363.44	
Shelley	Art III, Sec 3-5	The Board agrees to deduct from employees' salaries an amount to cover dues for the Association, the Idaho Education Association, and the National Education Association as the employees individually and voluntarily	350	64	\$3,564.63	\$42,775.56	

		authorize the Board to deduct, and to transmit the amount so authorized to the Association.						
Shoshone	N/A	N/A	12	12	\$806.05	\$9,672.60		
St. Maries	Art III, Sec 3	The Board will withhold from professional employee's salaries and promptly remit to the Association all Association dues, such dues to be withheld ratably from each salary payment, unless the Association and the Board shall otherwise agree.	32	6	\$371.50	\$4,458.00		
Troy	N/A	N/A	NP	16	\$966.41	\$11,596.92		
Twin Falls	Sec 4	The District will deduct dues as per State law. Employees wishing payroll deduction for Association dues will fill out appropriate forms in the building where they are employed.	NP	225	NP	NP		
Wendell	Art 8-2	In addition to those salary deductions required by law, salary deductions may be permitted if requested by the employee and approved by the district.	NP	17	\$885.45	\$10,625.40		
West Ada	N/A	N/A	NP	667	\$47,153.33	\$565,839.96		
West Bonner County	Art VIII	The Association will provide a current membership information form for each member that pays through payroll deductions by October 10th to the payroll department.	NP	NP	NP	NP		
Whitepine	N/A	N/A	14	14	\$717.67	\$8,612.04		
Total			6,634	5,150	\$369,016.07	\$4,428,192.84		

CHART II: UNION ACCESS TO NEW EMPLOYEE ORIENTATION BY DISTRICT

School District	Negotiated Agreement Provision	Text
Blaine County	Art IX, Sec G	The Association shall be given sufficient time, not to exceed thirty (30) minutes, at the orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities.
Boise	Art III, Sec A, P 5	The Association shall have the right to schedule a meeting for new professional employees hired by the District at some point during their District orientation at the beginning of the school year.
Filer	Art III, Sec E	The Association may be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.
Kimberly	Art 4, Sec B, Subs 4	The Association shall be given the opportunity at a new teacher orientation meeting to present an explanation of the Association and its activities.
Lewistown Independent	Art 7.5	The Association may provide information to professional employees hired by the District during the new teacher orientation at the beginning of the school year.
Minidoka County	Art VII, Sec VIII.E	The Association shall be given sufficient time, not to exceed thirty (30) minutes, at the annual orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities.
Moscow	Art 1, Sec 1.9	Representatives of the Association shall be permitted during the first or second contract day of school for certificated employees, to present Association programs to all employees within the bargaining unit.
Nampa	Art 5.7	The Association shall be given reasonable time on the agenda of the orientation program for new teachers, as determined by the District's Administration to fit in the schedule for such event, to explain Representative Organization matters.
Payette	Art VI, Sec A, Subs 3	The Association shall be provided the opportunity to sponsor a breakfast or luncheon at any mandatory new hire meeting which occurs, at which the Association shall be provided time to do a presentation about the Association to all new, professional employees.
Pocatello/Chubbuck	Art 3, Sec 3.8	The Association shall have the privilege to be on the new teacher orientation agenda to explain Association activities.
Twin Falls	Sec 4	The Association will be given time on the agenda of the orientation program for new teachers for announcements of Association activities.
West Ada	Art XI, Sec G	The Association and its representatives shall have the right to provide a welcome event for new teachers to the District at the New Teacher Orientation.



CHART III: TAXPAYER-FUNDED UNION RELEASE TIME BY DISTRICT

School District	Negotiated Agreement Provision	Text	Estimated Annual Release Time Cost
American Falls	Art 1.2	The Association shall be allowed twenty (20) days to attend to Association business... The American Falls School District will allow the AFEA co-presidents three (3) days per year to attend to AFEA business... This leave will be in addition to the 20 days available to the entire association.	\$15,576
Blackfoot	Art I, Sec C	At the beginning of every school year, the association will be credited with twelve (12) days which will be taken in no less than one-half (1/2) day increments to be used by employees who are officers or agents of the association, such use, with pay, to be at the discretion of the association. These days will be in addition to those provided by Idaho Code 33-513... Association members on official business assignments for the Idaho Education Association will receive released time as needed.	\$7,653
Blaine County	Art I, Sec E	The Executive Board Members and Building Representatives of the association will meet the third Tuesday of each month at 3:30 p.m. Coverage will be provided by the district.	\$24,046
	Art IX, Sec H	The Association shall be granted twenty-five (25) days of non-cumulative release time per school year.	
Boise	Art IX, Sec J	Official delegates of the Association will be granted up to two days of paid leave to attend the Delegate Assembly of the Idaho Education Association. In addition, the Association may send representatives to other local, state, or national conferences or on other business pertinent to Association affairs. These representatives may be excused with pay, upon Association request, and with District approval.	\$189
	Art IX, Sec O	The Association President shall be allowed a leave of absence for a period not exceeding one (1) year at a time, with the same salary, benefits, and such other rights and benefits that would have been entitled to or have received or accrued had they been present and working for the school district, including but not limited to remaining an active member of the Public Employee Retirement System of Idaho. An amount equal to such salary and benefits will be paid by the Association to the District for the time that the President is released from their teaching duties.	
Bonneville	Art II, Sec A	Association Leave may be taken to attend the Idaho Delegate Assembly and other official meetings of the state education association including standing committees or task force meetings. The number of delegates will be determined by the formula set by the Idaho Education Association... In addition to the state education association activities identified in subsection (b),	\$4,364

			five (5) days per year will be granted to the President of the Association or designee to attend to Association business.	
Boundary County	Art VI		A maximum of eight (8) days leave per year shall be granted to Association officers or their designees, if requested, for Association business within the state. The District will pay for the cost of substitutes for the first five (5) days of leave.	\$4,495
Buhl	Art 4.8.0		The Association shall be granted a total of fifteen (15) days of release time with which the officers of the Association may conduct Association business. The Association shall reimburse the District for the cost of substitute teachers for any instructional days used for Association leave.	\$7,549
Cascade	Teacher Leaves, 3		Professional Leave may be granted upon the approval of the Principal and/or Superintendent for attendance at professional meetings. No deductions will be made from the teacher's salary and the School District will pay the substitute's salary... In the case of a teacher representing a professional group, he/she will make every effort to have the professional group reimburse the Cascade School District for substitute costs. Regardless of the reimbursement, the teacher will realize no forfeiture of pay.	\$938
Clark County	Art 6-4		Leave will be granted up to two (2) appointed representatives elected to represent the Association. Leave time will be granted by the District without penalty of personal leave days for up to 4 days, unless approved by the superintendent. Leave granted shall include adequate travel time in addition to the meeting time... The Association will reimburse the district for the substitute rates for the days of leave.	\$1,919
Coeur d'Alene	Art IV, Sec 4		Beginning with the 2003/2004 school year, the CEA president or designee shall be released the equivalency of two days per week to conduct CEA business. The cost of the first 38 days shall be paid 100% by the district. Any days beyond that will be paid by the Association.	\$26,834
Council	Art IV, Sec G		Leave for Association purposes will be granted, with pay by the District, to no more than two (2) teachers on any given day and not to exceed a combined total of six (6) days per year. When Idaho Education Association makes reimbursement for substitutes, that money will go to the District.	\$2,800
Culdesac	Art I, Sec 1.8		Should the Association send representatives to local, state or national conferences or other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing that the Association, for a total of eleven (11) aggregate days, shall reimburse the district for the cost of the substitute(s).	\$5,369
Emmett Independent	Art X, Sec 8		A maximum aggregate total of ten (10) days of leave without any salary reduction will be granted for the school year. The aggregate of these days may be shared by one or more professional employees for use in regularly scheduled official Professional Association meetings, other than delegate assemblies, provided that written notice of the same is given to the Superintendent of Schools at least ten (10) days prior to the meetings.	\$5,742



Filer	Art VI, Sec B	Release time, without loss of pay, equal to one (1) day per month shall be granted the Association president or his/her designated representative for conducting president business during working hours.	\$7,077
Fremont County	Art 4-7	Teachers who are required, as a result of an office held or membership on state association committees, to represent the local Association or its affiliates shall be granted leave, without loss of pay and with the Board providing a substitute, to attend state meetings. Approval to attend other Association and affiliate meetings may be granted by the Superintendent. Leave granted shall include adequate travel time in addition to the meeting time.	\$1,163
Horseshoe Bend	Sec 1, Art V, Para J	This District will allow 6 days absence, with pay, to the aggregate (not individually) of the certificated and non-certificated personnel to attend association activities including: those days provided by Idaho Code, such as IEA state level meetings, Board of Director's meetings and Delegate Assembly.	\$3,890
Idaho Falls	Art 5-1	Each school year, official delegates of the Representative Organization will be allowed leave without loss of pay (ref. Idaho Code) to attend regularly scheduled official meetings of the state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District. Each school year, the Representative Organization may receive up to thirty (30) school days, exclusive of the substitute teacher coverage provided below, to be used by Representative Organization officers or representatives for Representative Organization business. Additional days may be requested with the recognition that student learning is maximized by the regular presence of the teacher in the classroom. The appropriate District and building administrators will be given sufficient notice of leave to be taken under this provision so that substitutes may be supplied if needed. The actual cost of substitutes will be borne by the Representative Organization. Leave taken where a substitute is not secured shall count toward the thirty (30) days.	\$21,467
Jefferson County	Art V, Sec K	Association representatives shall be allowed leave without loss of pay to attend Idaho Education Association Delegate Assembly and not be required to reimburse the school district for those days. The ASSOCIATION also shall be allowed a cumulative total of twenty-five (25) days' absence each year (excluding Delegate Assembly) for professional meetings of the National, State, and Local Associations. It is understood that official representatives of the ASSOCIATION (not more than three (3) absent at a time) may use remaining ASSOCIATION leave days to attend ASSOCIATION activities and will reimburse the District substitute costs for those days.	\$14,401
Jerome	Art V	Idaho code 33-513 governs association members' attendance at regularly scheduled official meetings of the State Education Association. The District will grant the president of the J.E.A. or the president's designee(s) fifteen (15) leave days for Association purposes with the Association paying the cost of the substitute to the District.	\$7,277

Kellogg	Art 1-9	Upon request to the Superintendent, a substitute teacher shall be allowed one day per semester to enable the WSEA President and Vice President to carry out his/her duties... The WSEA shall pay for the cost of the substitute teachers.	\$2,059
Kootenai	Art 9-7	The District shall allow for up to 2 days, per school year, to be used for one representative of KEA's Leadership for the purpose of training and travel. These days will not count against KEA Leadership Personal Leave Days.	\$1,298
Kuna	Art III, Secs C-D	In addition to the leave granted by Idaho Code, the District shall grant ten (10) days with pay to be used by the Kuna Education Association... Additional days may be granted by the Superintendent with the Association paying the cost of the substitute... In order to facilitate collaboration between the Kuna School District and the KEA, the district agrees to provide release time to the KEA President. Each year, the superintendent and KEA President will meet to determine what release time is appropriate.	\$6,337
Lake Pend Oreille	Art 34	A maximum of fifteen (15) days leave per year shall be granted to Association officers or their designees, if requested, for Association business. The District will pay for the cost of substitutes for the first five (5) days of leave... Such release time shall be in addition to those days authorized by Idaho Code. The Association President or his/her designee shall be released no less than one-fifth (1/5) of his/her total contract hours per year for Association business and to collaborate with District administration. Such release time shall be in addition to those days authorized by Idaho Code. The District shall absorb any costs associated with the President's release time.	\$28,999
Lakeland	Art IV.3	A maximum of twenty-two (22) days may be used by LEA members for association leave... The district will pay the cost of hiring a substitute for those association days that are to attend regularly scheduled official meetings of the state teacher's association as prescribed by law 33-513. The LEA will pay the cost of hiring a substitute for additional association days approved by the Superintendent.	\$13,631
Lapwai	Art 2.5	Teachers shall be excused to attend meetings within their area of responsibility that are called by the State Board of Education and/or by the State Superintendent of Public Instruction when approved by the building and/or program administration, or to attend regularly scheduled meetings of the Idaho State Education Association. Cost of the substitute shall be paid by the District.	\$1,497



Lewistown Independent	Art 4.8	The Association President or designee may be granted the equivalent of 25 days per year release time for the purpose of attending to state and local Association business. If, in extenuating circumstances, the total number of days used exceeds 25, the approval of the Superintendent is required... In years where the Association has a member, or members, serving on the IEA Board or a state committee, arrangements shall be made with the Superintendent for the scheduled meeting dates. These dates shall not be deducted from Association Leave. The Association will reimburse the District for the full cost of the substitute. The Association President shall be granted release time from his/her regular duty assignment without loss of pay or benefits for half or full time. The Association shall reimburse the District for the pay and benefits... The Association President may be granted leave to meet with the Superintendent regarding District matters. The District will pay for the cost of the substitute for this leave.	\$16,091
Marsing	Art I, Sec C, Para 4	20 days of leave per year to be used by the Association officers and/or designated members, with no qualified employee to receive more than 5 days.	\$12,001
McCall-Donnelly	Art VIII, Sec 4	The district will allow 8 days absence, with pay, to the aggregate of the certified personnel to attend sanctioned MDEA, IEA and NEA activities that will not require the approval of either the principal or superintendent. The employee may apply to the superintendent for up to 5 additional aggregate days.	\$6,619
Meadows Valley	Art V, Sec 8	This district will allow 7 days absence, with pay, to the aggregate (not Individually) of the certificated personnel to attend sanctioned MVEA, IEA and NEA activities that will require a request of the recorded through normal channels.	\$4,035
Middleton	Art IV, Sec I	At the beginning of every school year the Association shall be credited with twelve (12) days to be used by teachers who are members of the Association. Such use, with pay, is to be at the discretion of the Association. The Association will reimburse the District for the substitute only in the event that one is utilized. If no substitute is required, the Association will not be required to reimburse the District. These days shall include leave time that may be taken by the Association President to attend the Annual Delegate Assembly/Convention... For the purposes of meeting with members of the Administrative Team, the Association President or designee will receive one substitute day, totaling 9, to use as seen fit during the school year. The President shall have the discretion to determine how the additional time, upon the completion of the Administrative Meetings, will be used each month. The release time will be in addition to those provided by Idaho Code and Association Leave.	\$11,446
Minidoka County	Art VII.F	The Association shall be granted 48 hours of paid non-cumulative release time per school year. Use of these release days shall be at the discretion of the Association Representative Council... This will be exclusive of the days provided for state meetings under Idaho Code 33- 513.1, which applies only to certified employees.	\$4,656



Moscow	Art 2.9	Duly elected delegates, not to exceed 12, of the Moscow Education Association, shall be allowed leave to attend, at Association expense, one regularly scheduled Idaho Education Association Delegate Assembly meeting per year. Substitute salaries shall be paid by the District at the rate of two (2) days leave per delegate for each assembly meeting... Teachers who are officers or committee members of the professional education Association shall be allowed leave to attend meetings of such organizations. The District shall pay only substitute salaries for days of actual attendance at such meetings plus reasonable travel time. A maximum of 42 days per school year shall be authorized for this type of leave and shall be granted upon approval of the Association. In the event the district receives reimbursement for days taken under this provision, an equivalent number of days up to fifteen (15) days shall be credited back to the forty-two (42) days allocated. MEA President or designee leave shall be granted upon request of the District or the MEA for attention to District or Association business. Substitute teacher costs will be paid by the District if attendance is at the request of the District. Substitute teacher costs will be paid by the Association if attendance is requested or required by the Association. All leave time over 30 minutes must be documented in AESOP under the heading of Association leave.	\$31,868
Nampa	Art 3.8.1	Association Leave will be provided to the NEA to send up to sixteen (16) representatives to the annual Delegate Assembly of the Idaho Education Association (IEA), at a limit of one (1) day per delegate. The NEA shall reimburse to the District the cost of the substitute teachers utilized by the District to cover classrooms when the Certificated Professional Teachers are absent for the IEA Delegate Assembly. The District shall invoice the NEA for this cost after the Delegate Assembly and the NEA shall remit payment to the District within thirty (30) days of receipt of the invoice. Release time while attending regularly scheduled official meetings of the state teachers' association will be provided as referenced in Section §33-513 (1), Idaho Code.	\$8,122
New Plymouth	Art 2.4	The District will allow up to five (5) days of Association Leave for the NPEA to use for Association business. In the event that NPEA members are elected or appointed to IEA committees, the District will allow up to four (4) additional days of Association Leave. Upon mutual agreement between the Board and NPEA, the Board may allow for additional days of Association Leave at District cost.	\$3,377
Notus	Art IV, Sec B, Subs iv	Up to 4 days shall be provided for Association Leave for one representative upon request by the Notus EA President at least 5 days in advance with Notus EA paying the cost of the substitute. The days shall be used for attending regularly scheduled official meetings of the State Teacher Association.	\$2,025
Oneida County	Art II	Six days annually shall be allowed for professional leave for the Oneida Education Association officers. These days shall be in addition to those days provided in Idaho Code 33-513. The president of the Oneida Education Association shall not be assigned duties during the term of his/her office.	\$73,252

Orofino	Art 3.7	Professional leave for the Association business may be granted upon notification to the Superintendent by the CEA Executive Committee... Every effort will be made to conduct Negotiations outside of the school day; however, if the services of a trainer/mediator are required for jointly agreed upon day-long training or mediation, the District and the Association will each cover half the cost of any substitutes hired for those days.	\$1,244
Parma	Art V, Sec J	Up to ten (10) days shall be provided for Association leave upon request by the PEA president at least three (3) days in advance with PEA paying the cost of the substitute. These days shall be used for the purpose of attending regularly scheduled official meetings of the State Teacher's Association.	\$5,006
Payette	Art V, Sec C, Subs 3	The District will provide annually, up to 10 days for the Association to use at their discretion in performing duties of officers attending Delegate Assembly and testifying on legislative initiatives... In the event the Association needs additional days, the Superintendent may grant up to 5 additional days. The Association agrees to reimburse the district for the cost of substitute wages for the additional Association leave days granted. When a PEA member is selected or elected to an officer position with either the Idaho Education Association or National Education Association, the employee will be granted leave necessary to fulfill the obligations of the position beyond the 10 days referenced above.	\$6,091
Pocatello	Art 3.10.2	The Association may annually choose one of the following options: 3.10.2.1 The Association President shall be released thirteen (13) days per year, for Association business. Such release time shall be in addition to those days authorized by Idaho Code. The Association will pay the cost of the substitute. In addition, the Superintendent may wish to have the Association President free from classroom duties and available for District business. Preceding these times, the Superintendent shall contact the Association President and they can mutually agree on the necessary arrangements. In this event, the District will bear the cost of the substitute. OR 3.10.2.2 The Association President will be granted release time for one full year during his/her term as president. The salary and fringe benefits will be maintained by the Association. OR 3.10.2.3 The Association President will be granted released time up to a half day with the Association bearing the cost of that part of the salary equivalent to the amount of the released time.	\$27,108

	Art 3.11	The Association will be granted up to 30 days of professional leave, with pay, for association business each year. The Association(s) will reimburse the district the cost of a substitute for each day used. Up to 20 of the days granted in 3.11.1 may be used for Delegate Assembly. The cost of substitutes for the professional leave days used for Delegate Assembly will not be required to be reimbursed by the Association.	
Post Falls	Art 8	The Board will provide forty-five (45) days of PFEA Leave. In addition to the forty-five (45) days of PFEA Leave, one (1) day per month will be granted to the PFEA President to attend to PFEA business. The PFEA will pay for the cost of substitutes for the leave used. Requests for additional PFEA Leave exceeding the maximum allotment may be made in writing to the Superintendent for approval or disapproval.	\$33,169
Potlatch	Art 7.7	Should the Association send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives designated by the Association shall be excused without loss of salary for up to four (4) days with an aggregate total of sixteen (16) days of Association leave per year with all substitute costs to be provided by the Association.	\$8,913
Shelley	Art 3-2	The president and authorized Association representatives shall have an aggregate of fifteen (15) days of leave with pay each year for conducting Association business in addition to leave allowed according to Idaho Code. This leave is to allow the Association release time to deal with matters outside of the District. Leave will be granted upon notification to the District office. The Association shall pay for the cost of substitutes for the last four (4) days of this leave.	\$8,872
St. Maries	Art XIV	Ten days of Association Leave will be available during the current school year for members to participate in Association business and State meetings such as "delegate assembly. " .. Reimbursement for the cost of all substitutes supporting Association Leave shall be the responsibility of the Association.	\$5,519
Sugar-Salem	Art 13, Sec 7.3	Members of the SSEA leadership team may use professional leave to attend Delegate Assembly each year.	\$1,184
Troy	Art 2.06	The Troy Education Association shall be granted eighteen (18) days of leave per year for the purpose of traveling to and participating in meetings and other business of the Association. The Troy School District agrees to provide substitutes for teachers who attend association meetings.	\$11,731
Twin Falls	Sec 4.1	The Association will be allowed ten days per year of administrative leave for the purpose of conducting business required by the association per executive council approval.	\$10,113



Vallivue	Art 4-2-1, Sec 10	The District shall provide VEA officers and certificated members leave to attend any regularly scheduled official meetings of the State Teachers association. They shall not be required to make up the time spent. When the cumulative total for association leave reaches 16 days plus the number of approved delegates to delegate assembly, professional and/or personal leave will be utilized. If a situation arises where more days are needed beyond the 16 days apportioned for association leave, the VEA President and Superintendent will review the situation and jointly may approve additional leave for members to attend official meetings of the State Teachers Association.	\$10,061
West Ada	Art XI, Sec H	The Association President may have up to 10 days' additional release time to attend to the duties and responsibilities of his/her office as the need arises; this includes Delegate Assembly. The Association shall reimburse the District for the cost of any substitutes.	\$5,727
West Bonner County	Art VI	A maximum of eight days leave per year shall be granted to Association officers or their designees, if requested, for Association business within the State. The District will pay for the cost of substitutes for the first five (5) days of leave... The Association President shall be released fifteen (15) days per year for Association business. Such release days shall be in addition to those days authorized by Idaho Code. The West Bonner County Education Association will pay for the costs of the substitutes as needed.	\$12,297
Whitepine	Art VI, Sec F	The Whitepine Education Association shall be granted twelve (12) days of leave per year for the purpose of traveling to and participating in meetings and other business of the Association with the WEA reimbursing the district at the current substitute rate of pay.	\$6,056
Total			\$543,153

CHART IV: TEACHERS UNIONS’ PRIVILEGED ACCESS TO SCHOOL FACILITIES BY DISTRICT

School District	Negotiated Agreement Provision	Text
Aberdeen	Art IV	The Association and its representatives may use school buildings at all reasonable hours for meetings. Representatives of the Association shall be permitted to transact Association business on school property at all reasonable times... The Association and its representatives may post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the District teacher mail boxes for communication to teachers... Designated representatives of the Association shall be allowed to receive telephone messages and other communications concerning Association business during school hours...
American Falls	Art 1, Sec 1.3	Interschool mail facilities and district email may be used for distribution of Association communications provided such communications are not derogatory or inflammatory. School facilities may be used for Association meetings during non-school hours provided such meetings do not interfere with normal school operations and events... Building administration shall set aside time for the members of the AFEA to conduct business in conjunction with faculty meetings.
Blackfoot	Art I, Sec A	Representatives of the association and their affiliates will be permitted on school property at all reasonable times, provided this will not disrupt normal school operations.
	Art I, Sec B	Designated representatives of the association will be allowed to receive telephone messages and other communications concerning association business.
	Art I, Sec E	The association may use district buildings without the usual rental cost for association meetings.
Blaine County	Art IX	The Association and its representatives shall have the right, and accept responsibility, to use school buildings, facilities, and equipment at all reasonable hours for meetings... While engaged in professional Association activities, there will be no rental fee assessment... The Association and its representatives shall have the right to reasonable use of District communication technology such as: local fax, e-mail, intra-district mail, copy machines, phones, etc., for Association business... Representatives of the Association shall be permitted to transact Association business on school property at all reasonable times... The Association shall have the right to post notices of professional activities and matters of Association concern in each school faculty room.



<p>Boise</p>	<p>Art III, Sec A</p>	<p>The Association and its representatives shall have the right to use school buildings to discuss matters pertaining to Association business with professional employees at reasonable times before and after school... Large meetings called by the Association and which require the use of an auditorium or gymnasium should be arranged through the regular procedures even though no charge is made for such meetings... The Association shall have the right to distribute appropriately identified notices, circulars, and other information via District communications systems. The District courier service to school buildings within the District may be used for the distribution of Association information and a mail bin shall be provided for the Association in the District Services Center... The rights granted in this article to the Association are exclusive to the Association as the recognized representative of employees covered under this agreement and will not be granted or extended to any competing union or similar organization during the term of this agreement.</p>
<p>Bonneville</p>	<p>Art III, Sec C</p>	<p>District email, intra-district mail, and teacher mailboxes may be used for official Association communications within the normal practice and policies of the District. The Association may post notices of activities and business on a bulletin board designated for staff use and, at the discretion of the building administrator, may post notices of activities and business on regular notices for announcements and daily school bulletins.</p>
<p>Boundary County</p>	<p>Art VI, Sec A-B</p>	<p>The Association shall have the permission to post notices of its activities and matters of organization concern on a bulletin board located in the Staff room at each School. The Association may communicate with its members. The Association shall have permission to distribute appropriately identified notices, circulars, and other information via District communications systems... The Association shall have permission to the use of school equipment and space. Representatives of the Association shall have permission to use District school buildings for meetings and to transact official business on a school property at all reasonable times.</p>
<p>Caldwell</p>	<p>Art V</p>	<p>The Association and its representatives shall have the right to post notices of activities and matters of Association concern. The Association may use CPE mailboxes, electronic or other, for communication to CPEs... The Association may use District facilities for meetings of Caldwell CPEs without charge... The Association may use District furniture, public address systems, and other items necessary to conduct meetings without charge.</p>
<p>Clark County</p>	<p>Art 6-2</p>	<p>Representatives of the Association will be allowed to transact Association business on school property providing that this shall not disrupt normal school operations. This shall include the use of buildings for meetings, intra-school mail, and a bulletin board in a teacher-use area not normally accessible by students.</p>
<p>Council</p>	<p>Art II, Sec C</p>	<p>The Council Education Association (CEA) shall have the privilege of using a room in the school building for meetings... The CEA shall have the right to post notices of activities and meetings on teachers' room bulletin boards. The CEA shall have the right to use school computers to contact members.</p>

Fremont County	Art 4-3	Representatives of the Association will be allowed to transact Association business on school property provided that this shall not disrupt normal school operations. This shall include the use of a bulletin board in a teacher-use area not normally accessible by students.
	Art 4-4	The Association and its representatives shall have the right to use school buildings for meetings.
	Art 4-5	The Association shall have the right to use the interschool mail facilities and school mailboxes.
Horseshoe Bend	Sec 2, Art XV	The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times, including before and after school... The Association shall have the right to place appropriately identified notices, circulars and other information on designated school bulletin boards, in the employees' mailboxes, and by e-mail.
	Art 5-4	Representative Organization representatives will be permitted to transact necessary Representative Organization business on school property...
Idaho Falls	Art 5-5	The Representative Organization and its representatives may use District buildings for meetings.
	Art 5-6	The Representative Organization may post notices of activities and business on the bulletin boards designated for this use and may post notices of activities and business on regular notices for announcements and daily school bulletins. The District e-mail, mail service, and teacher mailboxes may be used for Representative Organization communications provided such materials are not contrary to the interests of education.
	Art V, Sec C	The ASSOCIATION and its representatives shall have the right to use school facilities and equipment necessary for official meetings... Representatives and their affiliates shall be permitted to transact ASSOCIATION business on school property at all reasonable times, provided that this shall not disrupt teaching or planning hours. The ASSOCIATION and its representatives shall have the right to post notices of activities and matters of ASSOCIATION concern on bulletin boards, at least one of which shall be provided in each school building. The ASSOCIATION may use the District mail, email services and teacher mailboxes to communicate with staff... Designated representatives of the ASSOCIATION shall be allowed to receive phone call messages and other communications concerning ASSOCIATION business at any time during school hours so long as such does not interfere with assigned duties.
Kimberly	Art 4, Sec B	The Association and its representatives shall have the right to access school buildings, providing there is no interference with regular school programs... The Association shall have the right and accepts the responsibility for use of school equipment, including copy machines, computers, and audio visual equipment. The Association shall be responsible for customary and agreed upon cost for the use of all materials and supplies. The Association shall have access to the inter-school mail facilities and school mailboxes including e-mail for Association communication... Each school faculty room shall have a designated area for Association notices and materials.
Lake Pend Oreille	Art 18	The Association shall have the rights to use the internal school e-mail, intra-district mail, phones, and faculty boxes to communicate with members of the bargaining unit about Association business, as well as the right to use school facilities to conduct Association meetings.



Lapwai	Art 4.6	<p>The Lapwai Education Association will have the right to place notices, circulars, and other material on designated school bulletin boards, electronic means, and/or teachers' or administrators' mailboxes relating to Association business and not derogatory to the School District and/or its personnel.</p> <p>The Association and its members may use District buildings for meetings. The Association and its members may post notices of activities and business on a designated Association bulletin board in each building. The Association may use members' mailboxes or email for communication to building members. The Association may use District phone or intercom to announce the start of a building meeting.</p>
Lewistown Independent	Art 7.5	<p>Representatives of the Association in agreement with the building principal will be permitted to transact Association business on school property.</p>
Madison	Art III, Sec 2	<p>The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings... If the use of buildings for Association meetings requires additional expense beyond the regular operation for heat, lights, or custodial service, the additional expense will be paid by the Association.</p>
	Art III, Sec 3	<p>The Association and individual certificated professional employees shall have the right to use the interschool communication facilities, including interschool mail, email, and school mailboxes.</p>
Middleton	Art III, Sec 4	<p>Association representatives will be permitted to transact necessary Association business on school property... The Association may, as the exclusive representative organization, post notices of activities and business on the bulletin boards designated for this use and, at the discretion of the building administrator, may post notices of activities and business on regular notices for announcements, and daily school bulletins. District email, mail service, and teacher mailboxes may be used for Association communications...</p>
	Art 1, Sec C	<p>The Association and its representatives shall have the right and accept responsibility to use school buildings, facilities, and equipment at reasonable hours for meetings... While engaged in professional Association activities, there will be no rental fee assessment. The Association and its representatives shall have the right to reasonable use of District communication technology such as: local fax, e-mail, intra-District mail, phones, etc., for Association business... Representatives of the Association shall be permitted to transact Association business on school property at reasonable times... The Association shall have the right to post notices of professional activities and matters of Association concern in each school faculty room.</p>
Minidoka County	Art VII.A	<p>The Association may post notices of its activities and matters of organization concern on a bulletin board to be provided in each school building by the District... The Association shall be entitled to the use of school equipment and space provided such use does not interfere with normal District operation... Representatives of the Association shall be entitled to use District school buildings for meetings and to transact official business on school property at all reasonable times...</p>
Moscow	Art 1.9	<p>The Association may post notices of its activities and matters of organization concern on a bulletin board to be provided in each school building by the District... The Association shall be entitled to the use of school equipment and space provided such use does not interfere with normal District operation... Representatives of the Association shall be entitled to use District school buildings for meetings and to transact official business on school property at all reasonable times...</p>

Nampa	Art 5	<p>Association representatives will be permitted to transact necessary Representative Organization business on school property... The Association and its representatives may use District buildings for meetings... The Association may post notices of activities and business on the bulletin boards designated for this use and, at the discretion of the building administrator, may post notices of activities and business on regular notices for announcements, and daily school bulletins. The District e-mail, mail service, and teacher mailboxes may be used for Representative Organization communications...</p>
New Plymouth	Art 1.2.8	<p>The Association will be allowed use of district facilities/equipment for Association communication and to conduct Association meetings... Elected representatives of the Association shall be permitted to have access to the District's e-mail service between buildings and the related teacher mailboxes for communications to Association Members and periodically to all District Professional Employees...</p>
	Art 1.5.2	<p>Elected representatives of the Association will be permitted to hold Association meetings on school property... The Association may post notices of activities and informational materials on the bulletin boards designated for this use.</p>
Payette	Art VI, Sec A	<p>The Association and its representatives shall have the right to use school buildings to conduct Association business with employees... The Association shall have the right to communicate with bargaining unit members using school email, mailboxes and bulletin boards.</p>
Pocatello/Chubbuck	Art 3	<p>The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings... While engaged in professional Association activities there will be no rental fee assessment... The Association shall have the privilege to use school equipment to conduct its business provided that the equipment is otherwise not in use... The Association shall have the privilege to use the District's email system to communicate with the Bargaining Unit... The Association shall have the privilege to post notices of activities and matters of Association concern on designated bulletin boards in each school building. The Association shall have the privilege to use the school mail boxes located at the Education Center and the teacher mail boxes located in the schools for the purpose of communication to teachers. The Association shall have the privilege to make announcements at faculty meetings upon prior request of the principal/designee... Designated representatives of the Association shall be allowed to receive telephone messages and other communications concerning Association business at any time during the school day.</p>
Salmon	Art 4	<p>Association representatives shall be permitted to transact Association business on school property. Association representatives shall be allowed to receive telephone calls or other communications during school hours as long as it does not disrupt normal school operations. The Association and its representatives can use District buildings for meetings... The Association can use District printing and duplicating equipment for Association business... Audiovisual equipment for use in Association meetings can be checked out... The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.</p>



Shelley	Art III	<p>The president of the Association shall have the right to call meetings of the teachers in the school or schools of the District as he/she deems necessary... The Association will have the right to use school facilities, buildings and current technology without cost... The Association will have the right to place notices, circulars, and other material on designated school bulletin boards and/or in teachers or administrators mailboxes relating to Association business and not derogatory to the School District and/or its personnel.</p>
Twin Falls	Sec 4	<p>The Association will be provided an opportunity to present reports and announcements at faculty meetings as well as provide bulletin board space in each building.</p>
West Ada	Art XI	<p>The Association and its representatives will be permitted to transact official Association business on school property at any time... The Association and its representatives shall have the right to use the building for meetings... The Association and its representatives shall have the right to post notices of activities and matters of Association concern... The Association team may use members mailboxes or email for communication to members.</p>
West Bonner County	Art VI	<p>The Association shall have the permission to post notices of its activities and matters of organization concern on a bulletin board located in the staff room at each school... The Association shall have permission to distribute appropriately identified notices, circulars, and other information via District communications systems. Utilization of district email is limited to meeting notices... The Association shall have permission to the use of school equipment and space. Representatives of the Association shall have permission to use District school buildings for meetings and to transact official business on a school property at all reasonable times.</p>



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