



ISBA Guidance on HB 516 - Related to Teachers Union Activities

Working in consultation with legal counsel, this guidance is being provided to ISBA members to assist you in navigating the changes in law related to teachers union activities. While the law does not take effect until July 1, negotiated agreements that begin July 1, 2026, must conform. *This is guidance based on preliminary review and will be updated based on additional information. FAQs will be answered as they come in. Please email info@idsba.org to submit additional questions regarding implementation regarding this legislation.*

On April 10, 2026, Governor Little signed HB 516aaS into law after it was “radiator capped” on the Senate Floor. This means that legislators took an existing bill, removed the language of that bill, and instead inserted language that became this law. Due to this activity that bypassed typical legislative process, meaningful time to work through language did not occur, and there was no testimony or discussion at the committee level that would aid in the interpretation of this bill.

You can read the legislation here: <https://legislature.idaho.gov/wp-content/uploads/sessioninfo/2026/legislation/H0516E1.pdf>

This was last updated on Thursday, May 7, 2026.

HB516 – Teachers Unions

First, the legislation defines “teachers union activities” (a-h below) and specifies a *subcategory* of “representational activities” (i – m below).

Teachers Union Activities:

a) Supporting or opposing any candidates for federal, state, or local public office

*****Note: This is already prohibited on school property or when using public funds or resources.***

b) Influencing the passage or defeat of any federal or state legislation, federal or state regulation, local ordinance, or ballot measure;

*****Note: This is already prohibited on school property or when using public funds or resources.***

c) Promoting or soliciting membership or participation, or financial support of, a teachers

union or its affiliate;

d) Seeking to become the exclusive representative of all professional employees in school district;

e) Participating in the administration, business, or internal governance of a teachers union or its affiliate;

f) Preparing, conducting, or attending teachers union or affiliate events, conferences, conventions, meetings or trainings, unless such training is directly related to the performance of teachers' job duties

g) Distributing teachers union or affiliate communications;

h) Representing or speaking on behalf of a teachers union or its affiliate in any setting, venue, or procedure in which the school district is not a participant.

**** NOTE: "union" or "association" is not solely limited to the Idaho Education Association (IEA) or your local District IEA affiliate. It includes all similar entities such as the Northwest Professional Education Association (NWPEA) or American Federation of Teachers (AFT).**

Representational Activities:

The following, outlined in i-m, are considered "representational activities" which are allowed either in an off-duty status, taking leave, or by using a tracking/invoice system, if provided for in the negotiated agreement.

i) Preparing, filing, or pursuing grievances;

j) Representing professional employees in investigatory interviews, disciplinary proceedings or appeals up to and include termination, or other administrative legal proceedings;

k) Engaging in negotiations and any related mediation;

l) Administering a negotiation agreement; or

m) Participating in labor-management committees.

Prohibitions on Teachers Unions'

In addition, the law specifies that starting July 1, no school district, including specially chartered district, or its agents or representatives may use or authorize use of taxpayer funds to support teachers unions. This includes, but is not limited to, a prohibition on any master or negotiated agreement allowing a school district to use taxpayer funds to promote a teachers union, or its affiliate.

Practical Application for School Districts: None of the activities listed below can be done by a district or any of its agents using public funds and any provision included

negotiated agreements that calls for such activities is considered null and void beginning July 1.

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

Practical Application for School Districts: Cease all payroll deductions for any local or national affiliate as defined in 33-1272, Idaho Code. This prohibition specifically prohibits deductions for professional employees, as defined. The law does not prohibit deductions for classified personnel or administrative personnel, however, it is likely that all deductions from payroll will cease.

- 2) Increasing professional employees' compensation with the intent that the compensation, or part of it, be used to pay teachers union or affiliate dues, fees, assessments, fines, or contributions.

Practical Application for School Districts: No raise may be provided if it's with the explicit intent to offset or provide for state or national teachers union dues.

- 3) Providing personal contact or contact information of a professional employee to a teachers union or affiliate that is beyond required disclosure of the public records act, unless the school district receives written authorization from a professional employee to disclose additional information;

Practical Application for School Districts: No special treatment can be provided to the union or its affiliate when it comes to receiving contact information for professional employees beyond what is discoverable by Idaho Public Records law, unless each eligible employee provides written authorization.

- 4) Requiring or coercing a professional employee to meet, communicate, listen to, or otherwise interact with a teacher's union or its affiliate;

Practical Application for School Districts: No staff meeting or event can force school staff to meet, communicate, listen to or otherwise interact with a teacher's union or its affiliate. Remove language, if applicable, from negotiated agreements. As a district, you cannot allow these types of events to occur, whether they are part of the negotiated agreement or not. This means the union member – in their official capacity as union member - is speaking at a staff meeting or a back-to-school event, promoting membership or seeking card signature for negotiations, etc. Our suggested interpretation of this is due to the phrase "or otherwise interact with a teachers union" – which is very broad and undefined in this code section.

The union may be able to hold an off-site voluntary event or an on-school

voluntary event, outside of the contract day, and/or through use of the district's rental policy for use of district property.

- 5) Distributing communications or membership solicitations on behalf of a union or affiliate;

Practical Application for School Districts: Neither the district or its agents or representatives shall distribute or send communications including, but not limited to, member solicitations of unions to its professional employees.

The statute does not define who is an agent or representative, and it could be read as only managing agents, or it could be interpreted to mean every employee of the district. Likewise, neither the district nor its agents can authorize the union to do such actions. This includes emails (use of the school's computers, email accounts, email addresses, servers, etc.), providing information in school staff mailboxes (use of school property), or providing bulletin boards dedicated to unions (use of school property). An additional problem with use of these communication methods of the school is that it is arguably forcing a professional employee to communicate, listen to or otherwise interact with the teachers union or its affiliate.

*****However, if a school allows other community entities or organizations to use teacher mailboxes and/or bulletin boards to provide information on their activities, this could create a conflict between the statute and equal access. This means the district needs to decide if they are going to terminate the use of school property for these purposes by all entities or if they are going to allow it. If allowed, the union would be eligible to participate along with other groups or entities.***

Lastly, please note that the union may send its communications to school personnel via personal devices and personal email addresses or home mail.

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

Practical Application for School Districts: No direct payment may be furnished to a local or state teachers union.

- 7) Except as provided by IC 33-1216 and 33-1279, providing any form of compensation or paid leave to a public employee, directly or indirectly, for the purposes of engaging in teachers union activities.

Practical Application: No direct payment may be furnished to a local or state union, or for full-time release to teachers for participating in union business or activities. We have also heard of unusual situations where holding leadership in the teacher's union is considered leadership for Career Ladder Advanced Professional Placement. This type of consideration could be problematic if it

involves an employee obtaining increased compensation due to their participation in a union. If language of this nature is included in your agreement, individual agreement language is going to be critical and consultation with the district's legal counsel is advisable.

Representational Activities and “Duty Status” Considerations

For representation activities (defined as in “i-m” on page 2), the professional employee must either be in an off-duty status, take personal leave(including possible personal-leave bank as provided in code), or provide reimbursement to the district for time used to conduct representation activity. For any of these options to be considered and permitted, this must be agreed upon between the parties and specified in the negotiated agreement.

- 1) For representational activities **only** (i-m):
 - a. The negotiated agreement may allow a professional employee to use time without pay or benefits to engage in representational activities.
 - b. The negotiated agreement may allow for professional employees to use their own personal leave days to engage in representational activities. Additional personal leave days cannot be granted to any specific employees solely for this purpose.
 - c. The negotiated agreement may allow professional employees to essentially create a bank of personal leave days for the union to use for teacher union and/or representational activities.
 - i. This would require a tracking mechanism and a determination between the parties on what increments of personal leave can be taken – i.e. full day, half day, by the hour.
 - ii. The leave is accrued at the same rate by similarly situated professional employees of the school district without regard to membership or participation in the union. (In other words, donated classified employee leave cannot be used by a professional employee for this purpose.)
 - iii. The professional employee may freely choose how to use leave.
 - d. The negotiated agreement may allow professional employees to pay the district for time incurred for representational activities.
 - i. This requires the district to calculate a pro-rata value of compensation, including wages and benefits, paid or accruing to a professional employee for time spent in representational activities.
 - ii. The district has to provide the union with an invoice of such costs. This is to be done no less than twice per year.

- iii. The union must remit full payment to the district within 30 days.

Practical Application for School Districts: No special pay or benefits can be granted to union employees for “representational activities”, unless they use accrued leave, leave without pay, donated leave consistent with provision, or unless the employee reimburses the district for time used to participate in these activities.

If the district and the union wish to allow those representational activities to take place during duty hours, the negotiated agreement must specify the agreed upon process for how teachers union members can conduct representational activities during duty hours using one or more of the four options detailed above. Or, if the district does not wish to allow representational activities to take place during duty hours, the negotiated agreement may state such.

Civil Penalties for Violations of this Law:

Civil penalties **vary** and would typically be levied against the school district and/or its agent(s). The county prosecutor or the Idaho Attorney General can investigate and enforce this section:

\$250 for a person who violates the provisions in this section;

\$1,500 for a person who knowingly violates the provisions in this section;

\$2,500 for a person who knowingly violates this section and who has previously admitted to committing or has been previously determined to have violated this section.

Frequently Asked Questions:

1. Can we use School District buildings for negotiations?

Yes, while previous versions of this legislation prohibited the use of district buildings to conduct negotiations, the final version does not. However, representational activities can only happen in an “off-duty” status unless the negotiated agreement provides for leave without pay, personal leave, and/or a system to bill these costs to the union. Outside of the duty hours, the union can rent a district facility in the same capacity as other community organizations the district rents its facilities to.

2. What is considered “Duty Status”?

Duty Status means during the specified workday (i.e. contract day) which is individually determined by each district and may be different for differing schools within a district. If a district does not already have this detailed in policy or its negotiated agreement, it is likely needs to start detailing it there. For example, some districts describe this as a number of

hours per day or a number of continuous hours per day, or from the set hours of “X to Y” each day.

We strongly encourage that, when practicable, districts seek to have union representational activities occur after “duty time”/contract hours. Otherwise, be prepared to track leave granted or develop a process to track time for purposes of invoicing for representational activities. This is an educational law of the state of Idaho. All parties in this situation certainly desire that there be no concerns about individuals – both teachers and administrators – acting within the requirements of the Code of Ethics for Idaho Professional Educators. Making sure that all parties are following the letter of the law as well as the negotiated agreement between the parties relating to duty time exceptions is important. Accordingly, if exceptions are permitted, accurate timekeeping and record keeping are important.

3. Will union members and administrators be required to meet outside of the contract day?

Not necessarily, but districts will probably move representational activities – like negotiations- to outside the school day. You may meet for “representational activities” during the time of duty, only if the negotiated agreement states so and you must require the union member to take leave without pay or personal leave or you must track the hourly wage – including salary and benefits – of each the teacher’s pro-rata value. If you do the billing process, it is required that the district and the Union, at least twice a year, submit for payment/reimbursement of any “representational activities” conducted during duty/contract hours.

If the parties have not agreed to allow representational activities to take place during duty hours, then negotiations must take place outside of the contract day – evenings or weekends or days when school is not otherwise in session.

4. Our Negotiated Agreement specifies committees where the union members participate – such as insurance committees, calendar committees, evaluation committees, curriculum committees, etc. Is this still allowed?

These activities would be labor-management committees, which are defined as representational activities in subpart “m” of 33-1271. Because this would be considered a part of “representational activities”, there are two options when it comes to committees:

1. Keep them as committees defined in the negotiated agreement. In this case, the union members’ time would trigger the leave considerations and/or billing process;
or

2. Take them out of the negotiated agreement, which does **not** prevent the district or Board from specifying committees in policy. If you determine this route, you may indicate in the policy that certified teachers shall be selected by the administration (and not the local association), which would allow these committees to be held at any time, without consideration of personal leave, personal leave bank, or paying for the time. This would also allow the union to submit nominations for each committee.

In other words, if the committee is dictated via the negotiated agreement with the union, it will be considered activity subject to the limits under “duty status.”

5. Our Negotiated Agreement says, “*The Association and its representatives may use school buildings at all reasonable hours for meetings.*”

This should be removed from the agreement or be modified to refer to district policy when it comes to the use of school buildings. While the legislation does not specify whether facilities can or cannot be used by the union, use of the district’s property is use of taxpayer funds via utilities costs, supervisory costs, cleaning costs etc. However, if the teachers union wishes to use the schools facilities they should be referred to apply to rent facilities consistent with facility use policies of the district and should be considered and treated in the same manner as the public or other entities/organizations.

6. Our Negotiated Agreement says, “Representatives of the Association shall be permitted to transact Association business on school property at all reasonable times, provided that any non-local representative clears through the district or building offices.” Is this allowed?

This language should be modified to conform to the new limitations within the law or be removed. This is a representational activity. Representational activities may occur during duty time, if the parties agree to it in the negotiated agreement, and if one of the four methods detailed above are addressed in the agreement (i.e. must take leave and/or follow established billing process outlined in the negotiated agreement). Modify this in the negotiated agreement and, if the district wishes to have this occur, establish a process for how the professional employee will use their time to conduct representational activities.

7. Our Negotiated Agreement says, “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 mailboxes for communication to teachers in accord with district policies.”

This should be modified to conform to prohibitions under IC 33-1277. See the details provided above regarding these areas and methods of communication.

8. Our negotiated agreement says, “The Board agrees to make available to the Association all materials that are deemed public information as provided by law.”

The new law does not speak to a prohibition of this and instead is clear that the district can provide the union materials that are public record. As such, this language is fine to retain in a negotiated agreement.

9. Our Negotiated Agreement says, “The Association shall be given an opportunity at faculty meetings to make announcements.”

This should come out of the negotiated agreement or be modified to conform to prohibitions, as IC 33-1277 now explicitly prohibits forcing or requiring district staff to ‘meet, communicate, listen to, or otherwise interact’ with the union or its affiliate. This does not prevent the administration from welcoming certified teachers to participate in faculty announcements otherwise.

10. Our negotiated agreement says, “Designated representatives of the Association shall be allowed to receive telephone messages and other communiques concerning Association business during school hours provided this does not interfere with nor disrupt regular teacher or classroom duties.”

If the activity is occurring during school hours, this is a representational activity (i through m on page 2) and can only occur if the negotiated agreement permits such through at least one of the four manners involving leave time and/or a billing process. We strongly recommend that these communications occur between such individuals off of “duty status” and on personal devices and via personal email. These communications are likely not confidential and could be subject to production pursuant to a public record request.

11. Are we allowed to let unions use facilities, and can we conduct negotiations on school property?

Unions generally can use facilities after duty hours, or in the same manner and to the same extent as other public employees/entities/organizations through the district’s facilities rental policies and practices. Prior versions of this legislation explicitly prohibited use of facilities. Representational activities, like negotiations, may still occur on school property, but it triggers the leave and/or billing process for the union member.

12. Our local union hosts a “Back to School Breakfast” at the start of the school year. Is that allowed?

It may be, if it is before “duty hours” and if it follows facility rental and use policies. Such

an event would need to be completed prior to a time when professional employees are required to be on school property to avoid the “otherwise interact with” prohibition. However, a local union could do such an event through rental of the district’s facilities, in the same manner as any other individual, entity, or organization on a non-duty day or they could hold the event at a location not owned by the district. As a union event, it would need to be entirely voluntary and the district could have no involvement that could be perceived as making the event a mandatory engagement with the union.

13. Can the union president provide a greeting or welcome at events like “back to school” nights?

Because the law specifies that you cannot “require or coerce” a professional employee to meet, communicate, listen to, or ***otherwise interact*** with a teachers union or its affiliate, we recommend that you **not** have union members in their official union roles provide greetings at staff functions or meetings and that you not have them do so on school property during duty hours.

14. Should districts have a method for tracking time that professional employees use for representational activities?

If a district has agreed in its negotiated agreement to allow the union to engage in representational activities by compensating the district or by letting employees use specified types of leave, this time must be properly tracked. Additionally, we recommend having a method of tracking to prove compliance upon request. Districts should anticipate that there may be public records requests for such information to assure that districts and unions are properly following the requirements of this new law.

15. This question is about IEA Reps – who are not district staff members – that come in on rare occasions to participate in mediations or grievance disputes, etc. Do they need to follow duty-status considerations such as leave or billing?

No, as the “duty status” and representational activities considerations only apply to the professional employees of the district. However, we encourage district administrators to consult district legal counsel prior to this to ensure all considerations are followed appropriately.

16. Are we able to provide “flex time” to union members?

While “flex time” may be an option to provide, it would need to be equally provided to all staff members and could create significant hurdles in how it is handled and reported. It is the recommendation of legal counsel not to provide flex time, unless you have

significant staffing ability to track and report “flex time” for all certificated members in the school district. An additional issue to consider if you choose to offer flex time is when the Professional Employee will be absent from the school day. If they are taking flex off during their prep, this is less of a concern. However, if they are missing class time, this is going to come at an additional cost to the district to cover the teacher's vacancy in the class.

17. Can we provide the facility for the union at no cost or at a reduced cost?

No “special privileges” should be provided for the union. However, if your facility use policy does not charge fees or provides a reduced fee to non-profit organizations, then it would mutually apply to the local association. The union would have to provide the same proof of status as would be required of any other nonprofit entity you require in your school policy. A special carve out for the union to forego paying facility use fees, but charging fees to other groups to access school facilities would be seen as a violation of this law.