

# **Bond Case Briefs**

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## **EDUCATION - IDAHO**

### **Nampa Educ. Ass'n v. Nampa School Dist. No. 131**

**Supreme Court of Idaho, Boise, February 2015 Term - February 26, 2015 - P.3d - 2015 WL 797968**

Teachers' union association brought action against school district seeking a declaratory judgment that addenda to the standard teachers' contract, which provided that teachers would voluntarily reduce their annual compensation by donating from one to four days of compensation to the district, were unlawful and unenforceable. The District Court entered summary judgment in favor of association. District appealed.

The Supreme Court of Idaho held that:

- Association had standing to bring action;
- Issue of whether addenda were unlawful and unenforceable was not moot; and
- Addenda that were not approved by the state superintendent of public instruction were illegal and unenforceable.

Teachers' union association had standing to bring declaratory judgment action against school district alleging that addenda to the standard teachers' contract, which provided that teachers would voluntarily reduce their annual compensation by donating from one to four days of compensation to the district, were unlawful and unenforceable. Association was chosen as the exclusive organization to represent all certificated educators in district, excluding administrators, association alleged addenda violated education code governing professional personnel, and association had interest in ensuring that contracts between teachers and local board complied with statutory requirements.

Issue of whether addenda to the standard teachers' contract, which provided that teachers would voluntarily reduce their annual compensation by donating from one to four furlough days of compensation to the district, were unlawful and unenforceable was not moot, in teachers' union association's declaratory judgment action against district, even though action was filed about two months before last furlough day in addenda. Furlough day had passed by the time trial court heard matter, and district admitted issue would come up again.

Addenda to standard teachers' contract, which were not approved by the state superintendent of public instruction and which provided that teachers would voluntarily reduce their annual compensation by donating from one to four days of compensation to the district, were illegal and unenforceable. Statute granting district the power to employ teachers on written contract in form approved by superintendent applied to all employment contracts, including amendments to initial contracts, and addenda became part of contracts of teachers who signed them.