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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON

NAMPA EDUCATION ASSOCIATION, )  
 )  
Petitioner, )  
 )  
vs. )  
 )  
NAMPA SCHOOL DISTRICT NO. 131, )  
 )  
Respondent. )  
\_\_\_\_\_ )

Case No.: CN13-2962-C

PETITION FOR DECLARATORY  
JUDGMENT

COMES NOW the above-named Petitioner, the NAMPA EDUCATION ASSOCIATION ("NEA"), by and through its counsel of record, Paul J. Stark, General Counsel, Idaho Education Association, for and as claims against the above-named Respondents PETITIONS AND ALLEGES as follows:

**PARTIES**

1. At all times relevant hereto, the NEA was and is the recognized representative for the members of the Nampa Education Association ("Teachers").
2. Respondent Nampa School District No. 131 ("School District") is a corporate and political body existing and located within the county of Canyon, state of Idaho.

JUDGE  
MOLLIE J HUSKEY

### JURISDICTION AND VENUE

3. The jurisdiction of this Court over this matter is pursuant to Idaho Code § 1-705.

4. Venue is proper in this Court pursuant to Idaho Code § 5-404. Jurisdiction and venue are proper in this court pursuant to Idaho Code §§ 5-404, 5-514, 10-1201, *et seq.*, and the Idaho State Constitution Art. V, 20.

### FACTS GIVING RISE TO PETITIONER'S PETITION

5. In the summer of 2012, the Teachers signed a Standard Teacher Contract on a form approved by the state superintendent of public instruction for the 2012-2013 school year.

6. The Standard Teacher Contract established the terms and conditions of the Teachers' employment for the 2012-2013 school year.

7. The Standard Teacher Contract form approved by the state superintendent of public instruction provides:

It is understood and agreed between the parties that this Contract is subject to the applicable laws of the State of Idaho, the duly adopted rules of the State Board of Education and the policies of the District which are, by reference, incorporated herein and made a part of this agreement the same as if fully set forth herein.

8. The Standard Teacher Contract form approved by the state superintendent of public instruction also provides:

The terms of this Contract shall be subject to amendment and adjustment to conform to the terms of either a Master Contract or the compensation established the Board of Trustees pursuant to Section 33-1274, Idaho Code, as such terms are applicable for the same school year as this Contract.

9. On or about the week of December 10, 2012, the School District began a systematic plan where teachers working for the School District were required to attend mandatory "emergency" meetings conducted by the teachers' immediate supervisory, often the teachers' building principal.

10. At those meetings, teachers were pressured by the School District to modify the terms of their Standard Teachers Contract by signing another contract for employment entitled "Addendum Contract."

11. The "Addendum Contracts," if signed, were an agreement to take four (4) unpaid furlough days between January and May, 2013.

12. The School District required that these "Addendum Contracts" be signed and returned no later than Monday, December 17, 2012.

13. On December 14, 2012, the Teachers wrote a letter to the Superintendent of the School District objecting on the basis that the "Addendum Contracts" violated Idaho Code §33-513(1) because the "Addendum Contracts" were not a written contract approved by the state superintendent of public instruction.

14. On December 18, 2012, the Teachers again wrote the School District objecting to the "Addendum Contracts" with the additional basis that the "Addendum Contracts" violated the Rules of the Idaho State Department of Education (IDAPA 08.02.01.150), which provide:

**DEVIATION FROM STANDARD EMPLOYMENT CONTRACT FORM.**

The State Superintendent of Public Instruction has approved a standard employment contract form. Any deviation from this contract form must be approved by the State Superintendent of Public Instruction and reviewed for reapproval once every three (3) years. (Section 33-513, Idaho Code)

15. The School District replied, disputing the Teachers' arguments.

**COUNT ONE**

***Declaratory Judgment***

16. Petitioner realleges and incorporates by reference hereby all the allegations contained in Paragraphs 1 through 15 of this *Petition* as if fully set forth herein.

17. The Standard Teachers Contract constitutes a binding and enforceable contract.

18. There is an actual controversy involving a genuine dispute between the Teachers

and the School District concerning their respective rights and duties under the Standard Teacher Contracts entered into for the 2012-2013 school year. Specifically, the parties hereto disagree concerning the interpretation of the "Addendum Contract" and whether the "Addendum Contract" is lawful under Idaho law.

19. Petitioner and Respondent have not sought to have their respective rights and duties adjudicated or determined in any other legal proceeding and until the aforesaid controversy is judicially determined as requested herein, none of the parties will be able to ascertain and act on their said rights and duties.

#### **ATTORNEY FEES**

As a result of the Respondent's actions as set forth above, Petitioner has been required to enlist the services of Paul J. Stark, General Counsel to the Idaho Education Association, to prosecute this action and has incurred, and will continue to incur, costs and attorney fees for which it is entitled to a separate award pursuant to Idaho Code § 12-117 and Rule 54(e)(1) of the Idaho Rules of Civil Procedure as well as any other applicable statute or rule or contract between the parties, in an amount to be determined by the Court, or, if judgment is rendered by default, in the amount of Two Thousand Dollars (\$2,000.00).

#### **PRAYER FOR RELIEF**

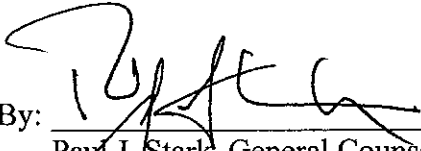
Petitioner Nampa Education Association prays for judgment against the Respondent, and each of them, as follows:

1. On each of the bases set forth herein, this Court enter a declaratory judgment pursuant to Idaho Code § 10-1201, *et seq.* declaring the "Addendum Contracts" to be unlawful and unenforceable;
2. For an award of attorney fees and costs;

3. For such other and further relief as the Court deems just and equitable.

DATED this 25<sup>th</sup> day of March, 2013.

IDAHO EDUCATION ASSOCIATION

By:   
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Paul J. Stark, General Counsel  
Attorney for Petitioner Nampa Education  
Association