

James M. Piotrowski
Marty Durand
PIOTROWSKI DURAND, PLLC
P.O. Box 2864
1020 W. Main St., Ste. 440
Boise, Idaho 83701
Telephone: (208) 331-9200
Facsimile: (208) 331-9201
James@idunionlaw.com
Marty@idunionlaw.com

Attorneys for Plaintiff

IN THE SEVENTH JUDICIAL DISTRICT COURT
IN AND FOR THE STATE OF IDAHO, COUNTY OF TETON

TETON EDUCATION ASSOCIATION,)
)
Plaintiff,)

v.)

Case No. CV41-21-0192

TETON SCHOOL DISTRICT No. 401,)
SHANNON BROOKS-HAMBY, ALEXIE)
HULME, BEN KEARSLEY, JAKE KUNZ,)
and TICIA SHEETS, all in their official)
Capacities as members of the BOARD OF)
TRUSTEES OF THE TETON SCHOOL)
DISTRICT,)
Defendants.)

COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF

COME NOW the Plaintiffs, by and through counsel, and for their Complaint would show
as follows:

I. INTRODUCTORY STATEMENT

1. This action is brought to vindicate the statutory and contractual rights of
professional educators (teachers) employed by the Teton School District. Teton’s teachers

have just completed what will be, for most of them, the most difficult and dangerous year of their teaching careers. As is permitted and encouraged by the laws of the State of Idaho they have sought to bargain in good faith over the terms and conditions of their employment, even as they continue to provide high quality educational services to students and families in the face of a deadly pandemic and stagnant wages. In response to a substantial improvement in the School District's finances, they sought to bargain over compensation and benefits for the 2020-2021 school year, as well as over all terms and conditions for the upcoming 2021-2022 school year. In response, the Teton School District has made clear that it has no intent to act in good faith to actually reach agreement with its teachers over the just-ending school year, and has intentionally delayed bargaining over the upcoming school year. By this conduct the School District violated and continues to violate the requirements of Idaho Statutes which compel good faith negotiations, as well as the explicit agreement between the parties which established methods and means of ensuring good faith in future negotiations. The professional educators of the Teton School District seek a legal declaration of rights and responsibilities and a permanent injunction barring the District from such unlawful behavior moving forward.

II. PARTIES, JURISDICTION, VENUE

2. Plaintiff Teton Education Association (“TEA” or “Association”) is an unincorporated association affiliated with the Idaho Education Association. TEA is a properly constituted local education association within the meaning of the Idaho Professional Negotiations Act, Idaho Code 33-1271 *et seq.* The TEA has been chosen by a majority of the professional employees of the Teton School District to serve as the bargaining representative of those employees.

3. Defendant Teton School District (“District”) is a properly constituted School District organized pursuant to the laws of the State of Idaho. The District is operated by Defendants Shannon Brooks-Hamby, Alexie Hulme, Ben Kearsley, Jake Kunz, and Ticia Sheets, each of whom is a duly elected or appointed member of the Board of Trustees and is sued in his or her official capacity.

4. Suit is brought to enforce the requirements and duties imposed by the Idaho Professional Negotiations Act and for breach of contract, claims over which this Court has jurisdiction. The events and omissions giving rise to the action occurred entirely within the County of Teton, State of Idaho, and venue is thus appropriate in this Judicial District.

III. FACTS AND BACKGROUND

5. The Association represents the certificated professional employees of the Teton School District, excluding administrators, for purposes of collective bargaining. Pursuant to the Idaho Professional Negotiations Act the Association has negotiated annual contracts covering some of the terms and conditions of employment of teachers the Association represents. The most recent contract reached was executed on or about July 15, 2020 and governed terms and conditions for the 2020-2021 school year.

6. The terms of the 2020-2021 contract reflected an announcement by Governor Brad Little that the Idaho Department of Education should withhold 5% of a part of the funding usually provided by the Department to local school districts, and that teacher pay should be “frozen” to address a predicted tax revenue shortfall. In particular, the Governor sought to withhold from school districts 5% of the “salary-based apportionment” that is provided to districts by the state.

7. Such a tax revenue shortfall did not, in fact, occur. Tax revenues in Idaho exceeded expectations to such an extent that in his State of the State address in January, 2021, Governor Little announced that the prior 5% holdback would be “released” to school districts, including Teton School District.

8. The agreement between the parties provided that when either party requested negotiations over matters covered by the agreement, the parties would engage in such negotiations on a weekly basis, and that the negotiations would commence within 30 days.

9. On April 12, 2021, the Teton Education Association requested that the District engage in negotiations both as to addressing the “release” of the prior 5% “holdback” of salary-based apportionment, and as to a new agreement for the upcoming 2021-2022 school year. The Board of Trustees responded by agreeing to set meetings for negotiations.

10. Despite its agreement to engage in collective bargaining, over the period between April 12, 2021 and the present, the District met with its teachers for negotiations only four times for negotiation sessions, and on one occasion for a “work session.” In addition, the District refused to discuss the terms of an agreement for the 2021-2022 school year as long as the modifications to the 2020-2021 agreement were still under discussion.

11. During the negotiation sessions over modifications to the 2020-2021 agreement, the District at one point proposed that, despite a 5% increase in salary-based apportionment, some teachers in the District should actually face a reduction in their total compensation package. While this regressive proposal was eventually abandoned, at no point did the District make any proposal whatsoever that would result in directing any

portion of the 5% increase in available salary-based apportionment to actual teacher salaries or other forms of compensation. During those negotiations, the District merely rejected every proposal by the Association, while making no counter proposals and stating that it would keep the 5% release of salary-based apportionment to meet other, non-salary-related goals of the Board of Trustees.

12. At a meeting with the Board of Trustees on June 7, 2021, the School Board Chair stated, without objection from any other member of the Board of Trustees, that it would not discuss the 2021-2022 contract while the negotiations for the 2020-2021 school year were still ongoing. At the same meeting, the School Board Chair stated that the Board had been advised to and thus would allow the 2020-2021 contract to expire on June 30, 2021 rather than continuing to engage in further negotiations with the Association.

13. At a meeting of the Board of Trustees on or about June 22, 2021, the Board refused to meet again with the Association until July 15, 2021, ignoring the contractual requirement that negotiations be undertaken weekly unless both parties agreed otherwise.

14. On or about June 24, 2021 the School District began distributing individual contracts of employment to its certificated, professional staff. Because the District had failed and refused to negotiate, much less complete, a collective bargaining agreement for the upcoming school year, the District distributed contracts reflecting salaries based on the 2020-2021 salary schedule, which itself was based on a 5% salary holdback by the Governor, and which had resulted in freezing teacher salaries at the 2019-2020 levels.

IV. CLAIMS FOR RELIEF

First Claim for Relief

Violation of the Idaho Professional Negotiations Act

15. Plaintiff incorporates as if fully restated herein all of the preceding allegations.

16. The Idaho Professional Negotiations Act provides that School Districts “shall” enter into a “negotiations agreement” with a local education association representing a majority of its certificated professional employees. The Act further requires that “the parties to such negotiations shall negotiate in good faith” with each other.

17. Teton School District, acting through its Board of Trustees has failed to negotiate in good faith with the Teton Education Association. The District engaged in regressive bargaining by proposing to reduce compensation even as the State of Idaho provided additional funds for salary-based apportionment. The District refused over the course of four negotiation sessions to make any proposal to move any portion of the increased salary-based apportionment to teacher compensation.

18. Good faith bargaining requires meeting and conferring “for the purpose of reaching an agreement” over the matters being negotiated. From April 12, 2021 to the time of filing this Complaint, the District never had any intent or purpose to reach an agreement on modifications to the 2020-2021 agreement.

19. On several specific occasions, and as a general matter, since April 12, 2021 and through at least July 15, 2021, the District has refused to meet and confer with the

Association for the purpose of reaching an agreement over a 2021-2022 collective bargaining agreement.

20. By the acts detailed above, the District and its Board of Trustees have failed to negotiate in good faith with the representative of its teachers as required by the Idaho Professional Negotiations Act. As a result, the Association is entitled to a declaration of its and the District's legal rights and responsibilities and an injunction directing the District to bargain in good faith as required by statute.

Second Claim for Relief

Breach of Contract

21. Plaintiff incorporates as if fully restated herein all of the preceding allegations.

22. The parties entered into an agreement which provided, among other things, that upon request of either party negotiations would commence within 30 days and would occur no less often than weekly. The same agreement provided that the parties would negotiate in good faith for the purpose of reaching an agreement.

23. On April 12, 2021, the District acknowledged that it had received a request to bargain and set dates for bargaining sessions.

24. From that date until June 22, 2021, the District did not engage in good faith negotiations for the purpose of reaching an agreement over modifications to the 2020-2021 agreement.

25. From April 12, 2021, until and through the time of filing, the District has refused to meet and confer over the terms of a 2021-2022 collective bargaining agreement.

26. As a direct and proximate result of the foregoing, the Association has been barred by the District from completing its organizational purpose to represent and secure a contract for the benefit of the certificated, professional employees it represents. As a direct and proximate result of the foregoing, the Association has incurred damages in the form of attorney fees necessarily incurred in order to identify, address and attempt to correct the District's breach of contract.

27. Plaintiff is, therefore, entitled to a judgment for breach of contract, specific performance of the contract, and for damages in an amount to be proved.

WHEREFORE, Plaintiff prays for relief as follows:

a. For a declaration that Defendant has violated or failed to fulfill its statutory duty to bargain in good faith with the Plaintiff over modifications to the 2020-2021 agreement identified herein;

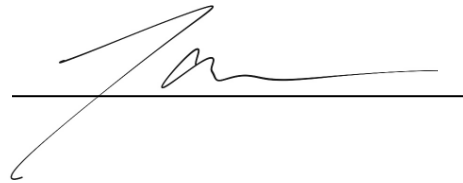
b. For a permanent injunction requiring Defendant to bargain in good faith with the Association over modifications to the 2020-2021 agreement identified herein;

c. For a declaration that Defendant has violated or failed to fulfill its statutory duty to bargain in good faith with the Plaintiff over the terms of a 2021-2022 agreement governing terms and conditions of employment for certificated, professional staff;

- d. For a permanent injunction requiring Defendant to bargain in good faith with the Association over the terms of a 2021-2022 agreement governing terms and conditions of employment for certificated, professional staff;
- e. For judgment finding that the District has breached its contract with the Association, and ordering specific performance of such contract;
- f. For an award of damages in an amount to be proved;
- g. For an award of its attorney fees and costs of litigation; and,
- h. For such other and further relief as the Court deems appropriate.

DATED this 7th day of July, 2021.

PIOTROWSKI DURAND, PLLC

A handwritten signature in black ink, appearing to read 'JP', is written over a solid horizontal line.

James M. Piotrowski
Of the Firm