

NORTH DAKOTA SUPREME COURT

Godon v. Kindred Public School District

2011 ND 121, 798 N.W.2d 664 · Decided June 21, 2011

SUMMARY

The North Dakota Supreme Court affirmed dismissal of Kathleen Godon's breach-of-contract and equal-protection claims against the Kindred Public School District. The court held that the parties altered her teaching contract when the District approved unpaid leave for her planned travel, and that the District honored the altered agreement by deducting personal and unpaid leave during a school cancellation. The court also rejected her class-of-one equal-protection claim.

CASE DETAILS

COURT	North Dakota Supreme Court
WRITING FOR THE COURT	Chief Justice Vande Walle; Carol Ronning Kapsner; Mary Muehlen Maring; Daniel J. Crothers; Dale V. Sandstrom
JURISDICTION	North Dakota
DECIDED	June 21, 2011
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a district court judgment dismissing a teacher's breach-of-contract and equal-protection claims; the parties had filed competing motions for summary judgment.
STANDARD OF REVIEW	Construction of a written contract to determine its legal effect is a question of law. Whether a contract was breached is a finding of fact reviewed for clear error.
PRECEDENTIAL VALUE	Published North Dakota Supreme Court opinion
PARTIES	Kathleen Godon v. Kindred Public School District

TOPICS

breach of contract frustration of purpose contract interpretation equal protection appellate procedure

PRACTICE AREAS

contracts employment law constitutional law civil rights appellate procedure

QUESTIONS PRESENTED

1. Whether the District's approval of Godon's request for leave to travel to Greece altered the terms of her teaching contract.
2. Whether the alleged contract alteration was supported by new consideration.
3. Whether the District breached the altered contract by applying personal leave and deducting pay for days during which school was cancelled.
4. Whether the flood-related school cancellation frustrated the principal purpose of the teaching contract.
5. Whether the District violated Godon's equal-protection rights under the North Dakota Constitution by treating her differently from teachers who had not requested leave.

HOLDINGS

1. Because the original teaching contract and professional negotiation agreement did not address unpaid leave when scheduled school days were later cancelled, the contractual relationship was altered when the District granted Godon unpaid leave to travel to Greece.
2. The alteration of Godon's teaching contract was supported by new consideration.
3. The District did not breach the altered contract because it honored the agreed unpaid-leave arrangement by permitting Godon to travel to Greece and reducing her pay for the approved absence.
4. The flood-related school cancellation did not provide a basis for Godon's claim because there was no breach of contract and frustration of purpose is a defense or avoidance doctrine rather than an independent basis for recovery.
5. Godon's class-of-one equal-protection argument was without merit. The court declined to extend class-of-one protection to public employees under the North Dakota Constitution and, in any event, found no arbitrary treatment because Godon was treated the same as the other three teachers who had previously requested and received leave.

KEY QUOTATIONS

“A breach of contract is the nonperformance of a contractual duty when it is due.” (§ 13)

“Frustration of purpose is generally “a defense to a breach of contract claim and constitutes an avoidance of all or part of a plaintiffs contract claim.”” (§ 15)

“Class-of-one protection does not apply to public employees under the equal protection clause of the United States Constitution.” (§ 17)

FACTUAL BACKGROUND

Godon entered into a teaching contract with the Kindred Public School District for the 2008-2009 school year, subject also to a professional negotiation agreement providing personal-leave benefits. Before the school year began, she requested and received permission to take leave from March 23 through March 27, 2009, to travel to Greece, agreeing that days beyond her personal leave would be unpaid. When the District later cancelled school because of imminent flooding, it paid teachers who had not previously requested leave but applied one day of

Godon's personal leave and four days of unpaid leave, deducting \$853.32 from her salary. Godon was the only one of four teachers with previously approved leave to challenge the treatment.

PROCEDURAL HISTORY

Godon sued the Kindred Public School District, alleging breach of her teaching contract and violation of her equal-protection rights under the North Dakota Constitution. The district court granted judgment in favor of the District, concluding that the parties had amended the contract when the District approved Godon's request for unpaid leave and that the District had not treated her differently from similarly situated teachers. The North Dakota Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Peterson v. North Dakota University System, 2004 ND 82, ¶ 23, 678 N.W.2d 163
- Williston Education Assoc. v. Williston Public School Dist. No. 1, 483 N.W.2d 567, 570 (N.D. 1992)
- Farmers Alliance Mut. Ins. Co. v. Hulstrand Constr., Inc., 2001 ND 145, ¶ 12, 632 N.W.2d 473
- Gulden v. Sloan, 311 N.W.2d 568, 572 (N.D. 1981)
- WFND, LLC v. Fargo Marc, LLC, 2007 ND 67, ¶¶ 13, 18, 730 N.W.2d 841
- Red River Wings, Inc. v. Hoot, Inc., 2008 ND 117, ¶ 56, 751 N.W.2d 206
- Engquist v. Oregon Department of Agriculture, 553 U.S. 591, 607, 128 S. Ct. 2146, 170 L. Ed. 2d 975 (2008)

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