

SUPREME COURT OF IDAHO

Johnson v. Boundary School Dist. No. 101, 138 Idaho 331

63 P.3d 457 (2003) · No. No. 28629 · Decided January 28, 2003

SUMMARY

The Supreme Court of Idaho reversed dismissal of a complaint challenging a school district lease-purchase agreement, levy, and election notice. The court held that the election-contest bond requirement applied only to the claim challenging the election notice, not to the declaratory judgment claims concerning the agreement and levy. It also held that the bond requirement was not jurisdictional and could be filed after the court determined the required amount.

CASE DETAILS

COURT	Supreme Court of Idaho
WRITING FOR THE COURT	Walters, Justice; Walters; Trout; Schroeder; Kidwell; Eismann
JURISDICTION	Idaho
DECIDED	January 28, 2003
DOCKET	No. 28629
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Plaintiffs appealed from dismissal of their three-count complaint under I.R.C.P. 12(b)(6) for failure to timely post an election-contest cost bond.
STANDARD OF REVIEW	The Supreme Court reviewed the Rule 12(b)(6) dismissal de novo, viewing all inferences from the record in favor of the nonmoving party. It also exercised free review over the application and construction of statutes.
PRECEDENTIAL VALUE	Published Idaho Supreme Court opinion; precedential.
PARTIES	Terry A. Johnson and Lorlene V. Johnson, Richard W. Fairfield and Emmy Lou Fairfield v. Boundary School District #101, Boundary County Commissioners, Boundary County Treasurer Wilma Devore, Zions First National Bank

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QUESTIONS PRESENTED

1. Whether the plaintiffs' constitutional and declaratory claims concerning the lease-purchase agreement and use of levy proceeds were election contests subject to the statutory cost-bond requirement.
2. Whether Idaho Code sections 34-2001A and 34-2008 required the election-contest bond to be filed within forty days after the election.
3. Whether failure to timely file the bond was jurisdictional and required dismissal.
4. Whether the plaintiffs had standing to challenge the lease-purchase agreement and levy.
5. Whether Idaho Code section 34-2001A, rather than section 33-408, governed the challenge to the school district levy-election notice.

HOLDINGS

1. Counts I and II were declaratory judgment claims challenging the validity of the lease-purchase agreement and the use of levy proceeds, not challenges to the election procedures or the election result. The election-contest bond requirement was therefore irrelevant to those counts.
2. Idaho Code section 34-2001A governed the challenge to the school district levy-election notice because it was the more recent and specifically applicable statute governing contests of school district elections.
3. Idaho Code sections 34-2001A and 34-2008 did not require the election-contest cost bond to be filed within the same forty-day period required for filing the complaint. The bond could be filed after the clerk or district judge determined the bond amount.
4. Failure to file the election-contest bond within the forty-day complaint period was not jurisdictional and did not require dismissal of the action.
5. The plaintiffs had standing to challenge the school district's use of district income to carry out the lease-purchase agreement.

KEY QUOTATIONS

"We hold, therefore, that the bond required in a school district election contest can be filed at any time after the clerk of the court or a district judge has determined the amount for the bond, since its purpose is to provide security for costs incurred by the other party." (138 Idaho at 335)

"We decline to hold that the bond filing is jurisdictional in the sense that the case should be dismissed simply for failure to timely file the bond." (138 Idaho at 335)

FACTUAL BACKGROUND

A February 5, 2002, Boundary School District election approved a special reserve fund levy by sixty-four percent of the vote, exceeding the required sixty percent. The levy authorized \$970,000 annually for twenty years to fund a lease-purchase agreement with Zions First National Bank for construction and renovation of

school facilities. The Johnsons, district residents and voters, alleged that the agreement violated Article VIII, section 3 of the Idaho Constitution and that the election notice inadequately stated the levy's purpose.

PROCEDURAL HISTORY

The Johnsons challenged a school district levy and related lease-purchase agreement through claims for declaratory and injunctive relief and invalidation of the levy. The district court treated all three counts as governed by Idaho's election-contest statutes, held that the complaint and cost bond had to be filed within forty days after the election, deemed the bond requirement jurisdictional, dismissed the complaint, and denied leave to file a bond. The Idaho Supreme Court reversed and remanded for further proceedings.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The district court was directed to decide the declaratory judgment claims concerning the constitutionality of the lease-purchase agreement and whether lease-purchase payments could properly be made from levy funds. The court was also directed to fix the amount of the bond and then decide the election challenge to the levy notice.

CASES CITED

- Orthman v. Idaho Power Co., 126 Idaho 960, 961, 895 P.2d 561, 562 (1995)
- Gardner v. Hollifield, 96 Idaho 609, 611, 533 P.2d 730, 732 (1975)
- Weldon v. Bonner County Tax Coalition, 124 Idaho 31, 36, 855 P.2d 868, 873 (1993)
- Harris v. Cassia County, 106 Idaho 513, 516, 681 P.2d 988, 991 (1984)
- Harrison v. Board of Comm'rs of Bannock County, 68 Idaho 463, 467, 198 P.2d 1013, 1015 (1948)
- Shay v. Cesler, 132 Idaho 585, 977 P.2d 199 (1999)
- Tomich v. City of Pocatello, 127 Idaho 394, 901 P.2d 501 (1995)
- Koch v. Micron Technology, 136 Idaho 885, 42 P.3d 678 (2002)
- In re Permit No. 36-7200, 121 Idaho 819, 822, 828 P.2d 848, 851 (1992)
- Canal/Norcrest/Columbus Action Committee v. City of Boise, 136 Idaho 666, 670, 39 P.3d 606, 610 (2001)
- Moon v. Investment Board, 97 Idaho 595, 596, 548 P.2d 861, 862 (1976)
- Thomas v. Riggs, 67 Idaho 223, 228, 175 P.2d 404, 407 (1946)
- Doe v. Durtschi, 110 Idaho 466, 476, 716 P.2d 1238, 1240 (1986)
- Independent School Distr. of Boise City v. Callister, 97 Idaho 59, 63, 539 P.2d 987, 991 (1975)
- Brewster v. City of Pocatello, 115 Idaho 502, 768 P.2d 765 (1988)
- Minich v. Gem State Developers, Inc., 99 Idaho 911, 591 P.2d 1078 (1979)

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