

SUMMARY STATEMENT

Nix v. Elmore County, Docket No. 41524

The Idaho Supreme Court affirmed the Elmore County district court's grant of summary judgment in favor of Elmore County on Cherri Nix's claims for breach of employment contract and breach of implied covenant of good faith and fair dealing. Nix brought suit against Elmore County after the County terminated her employment without providing her a pre-termination hearing pursuant to the Elmore County Personnel Policy (ECPP). The district court granted Elmore County's summary judgment motion on the basis that Nix was an at-will employee subject to termination at any time and for any reason, and that Nix failed to show a contractual relationship with Elmore County that would entitle her to a pre-termination hearing. On appeal, Nix asserted that Elmore County's failure to provide her a pre-termination hearing violated the ECPP and breached the implied covenant of good faith and fair dealing. Nix also argued that her supervisor did not have authority to change the ECPP's terms and conditions.

The Idaho Supreme Court held that due to the ECPP's disclaimer and the notices Nix received prior to her termination, the ECPP did not create enforceable contract rights for Nix. Consequently, the Court also held that Nix failed to show that Elmore County breached the implied covenant of good faith and fair dealing. Finally, the Court held that Nix's supervisor did not impermissibly change the ECPP's terms and conditions, but merely took disciplinary steps that the ECPP explicitly authorized. The Court awarded attorney fees and costs to Elmore County.