

MINUTES OF THE REGULAR BOARD AND EXECUTIVE MEETING  
BOARD OF TRUSTEES OF JT. SCHOOL DISTRICT NO. 151  
SCHOOL CENTRAL OFFICE ON TUESDAY, NOVEMBER 25, 2014 AT 7:00 P.M.

<b>BOARD MEMBERS:</b>	Steve Lynch	Zone 2, Chairman (excused)
	Ryan Cranney	Zone 1, Vice-Chairman
	Linda Petersen	Zone 3
	Kathy Millar	Zone 4
	Heber Loughmiller	Zone 5

<b>ADMINISTRATORS:</b>	Gaylen Smyer	Superintendent
------------------------	--------------	----------------

<b>LEGAL ADVISOR:</b>	Doug Whipple
-----------------------	--------------

<b>TREASURER:</b>	Chris James
-------------------	-------------

<b>CLERK:</b>	Pam Teeter
---------------	------------

<b>NEWS MEDIA:</b>	Debbie Critchfield	District Public Relations
--------------------	--------------------	---------------------------

Meeting called to order for open session by Ryan Cranney, Vice Board Chairman (5:56 p.m.)

**EXECUTIVE SESSION:** (5:56 p.m.) Motion by Kathy Millar and seconded by Heber Loughmiller to go into executive session in accordance with Section § 67-2345(1)(b) Student Discipline and Personnel. The purpose of this session is to discuss personnel and student discipline issues within the district. Voting Aye: Ryan Cranney, Linda Petersen, Kathy Millar, Heber Loughmiller; motion carried.

Present: Ryan Cranney, Linda Petersen, Kathy Millar, Clerk Pamela Teeter, Vice-Principal of Student A.

Student A's Principal presented the discipline record of Student A to the Board. Board members questioned Student A regarding grades, weapons on school property, and controlled substances on school property belonging to Cassia School District.

Motion by Ryan Cranney and seconded by Kathy Millar to go into open session. Voting Aye: Linda Petersen, Ryan Cranney, Heber Loughmiller, Kathy Millar; motion carried (6:56 p.m.).

Present: Ryan Cranney, Linda Petersen, Kathy Millar, Heber Loughmiller, Superintendent Dr. Gaylen Smyer, Attorney Doug Whipple, Treasurer/Fiscal Manager Chris James, Clerk Pamela Teeter.

The Regular Meeting was called to order by Ryan Cranney, Vice-Board Chairman (7:00 p.m.)

**GUESTS:** Dan Bolingbroke, Pam Mills, Sandra Miller, Levi Power

**PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Ryan Cranney.

**APPROVAL OF MINUTES:** Motion by Kathy Millar and seconded by Heber Loughmiller to approve the minutes of the previous meetings; motion carried. Minutes approved were for the following:

October 28, 2014 Regular Board Meeting

November 04, 2014 Board Work Session

November 12-14, 2014 Idaho School Boards Association Conference

November 20, 2014 Board Tour

November 24, 2014 Board Tour

**APPROVAL OF BILLS:** Motion by Linda Petersen and seconded by Heber Loughmiller to approve the monthly bills for last month; motion carried.

## **POLICIES:**

**POLICY 402.50 BLOODBORNE PATHOGEN EXPOSURE:** Policy 402.50 will be treated as a first reading

**POLICY 407 FAMILY MEDICAL LEAVE ACT (FMLA):** Motion by Linda Petersen and seconded by Heber Loughmiller to approve Policy 407 as amended; motion carried. Policy 407 will read as follows:

All eligible employees of Cassia County Joint School District No. 151 may take leave as provided by the Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons.

## **DEFINITIONS**

**“Child (son or daughter)”** includes biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis (in place of parent). The child must be either under 18 years of age or, if over 18, incapable of self-care because of a mental or physical disability, or be a covered service member.

**“Spouse”** is a husband or wife, including a common-law husband or wife, but does not include a “significant other” or “domestic partner.”

**“Continued treatment”** includes:

1. Any three (3)-day period of incapacity that involves: (a) at least two (2) visits to a health care provider; or (b) a regimen of continued treatment under a health care provider’s supervision;
2. Any period of incapacity due to pregnancy (including severe morning sickness), even if no treatment is obtained for prenatal care;
3. Any period of incapacity due to a chronic medical condition, such as asthma, diabetes, or epilepsy, even if no treatment is obtained;
4. Any period of absence to receive multiple treatments for restorative surgery or a serious illness such as cancer, severe arthritis, or kidney disease; or
5. Any permanent or long-term incapacity (e.g., Alzheimer’s or severe stroke), even if no treatment is being provided.

**“Covered active duty”** means:

1. For members of the regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
2. For members of the reserve components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

**“Covered servicemember”** means either:

1. A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.
2. A veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered servicemember.

**“In loco parentis”** means a person who provides day-to-day care or financial support for a child. Employees with no biological or legal relationship to a child can stand in loco parentis to that child, and are entitled to FMLA leave; e.g., an uncle who cares for his sister’s children while she serves on active military duty.

**“Next of kin”** is the only living relative of a covered servicemember.

**“Parent”** includes a biological parent (not parent-in-law) or someone who stood in loco parentis when the employee was a child.

**“Spouse”** is a husband or wife, including a common-law husband or wife, but does not include a “significant other” or “domestic partner.”

**“Serious health condition”** is a condition that involves either an overnight stay in a medical care facility or “continued treatment” by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job.

### **ELIGIBLE EMPLOYEE**

An eligible employee is defined as an individual who:

1. Has been employed by the district for at least twelve (12) months (need not be consecutive months of employment); and
2. Has been employed for at least one thousand two hundred fifty (1,250) hours of service during the twelve-month (12-month) period immediately preceding the commencement of the leave; and
3. Is employed at a worksite where fifty (50) or more employees are employed by the district within seventy-five (75) miles of the worksite.

### **LEAVE ENTITLEMENT**

Eligible employees are entitled to up to twelve (12) workweeks of unpaid, job-protected leave in a twelve-month (12-month) period for one (1) or more of the following reasons:

1. The birth of a child and to care for the newborn child within one (1) year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
3. To provide care for the employee’s spouse, child, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee’s job.
5. For any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call or order to covered active duty.

### **MILITARY CAREGIVER LEAVE**

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to a total of twenty-six (26) workweeks of leave during a twelve-month (12-month) period to care for the servicemember who is recovering from a serious illness or injury sustained in or aggravated by service in the line of duty while on active duty in the Armed Forces. The servicemember must either be currently in the Armed Forces and unable to perform regular duties, or was in the Armed Forces and was discharged under other than dishonorable conditions within five (5) years of receiving the medical treatment, recuperation or

therapy prompting the employee's leave request. Such leave shall only be available during a single twelve-month (12-month) period.

During the single twelve-month (12-month) period, an eligible employee shall be entitled to a combined total of twenty-six (26) workweeks of leave, including the twelve (12) weeks for a "qualified exigency." However, there is no limitation on the availability of leave during any other twelve-month (12-month) period. If the district employs both spouses to whom this section applies, the husband and wife are limited to a total of twenty-six (26) workweeks during the twelve-month (12-month) period for all types of FMLA leave.

#### **REQUESTING LEAVE**

Employees must comply with the district's usual and customary requirements for requesting leave and provide enough information for the district to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave thirty (30) days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than thirty (30) days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

#### **USE OF ACCRUED PAID LEAVE**

Once it has been determined that the leave is for an FMLA-qualifying reason, any accrued paid leave, such as sick or vacation leave, used by an employee for absences which qualify for FMLA coverage will be counted as FMLA leave, unless the district determines otherwise.

#### **INTERMITTENT OR REDUCED LEAVE SCHEDULE**

The district will comply with the mandates of FMLA, including any special rules which may apply regarding the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term by instructional employees.

#### **HEALTH INSURANCE COVERAGE**

The district will continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave and will provide any necessary notice of termination of such insurance coverage due to the employee's failure to pay his/her portion of the premium or the employee's request for termination of coverage. Such notice will be provided at least fifteen (15) days prior to the termination of coverage.

#### **CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition the district may require certification in support of the leave from a health care provider. The district may also require periodic recertification of a serious health condition.

#### **JOB RESTORATION**

Upon return from FMLA leave, the employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not be counted against the employee under a "no-fault" attendance policy.

#### **NOTICE**

This district will post a notice approved by the Secretary of Labor explaining the rights and responsibilities under the FMLA at the district offices.



#### **LEGAL REFERENCE:**

Family and Medical Leave Act of 1993  
29 USC 2654  
29 CFR 825  
Idaho Code Section  
33-1216 – Sick and Other Leave

**ADOPTED:** May 8, 2000  
**AMENDED:** March 8, 2005  
**AMENDED:** December 16, 2008  
**AMENDED:** November 25, 2014

**ATTACHMENTS:**

**EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT - PDF**

**POLICY 834 INCREASE IN FEES:** Motion by Linda Petersen and seconded by Kathy Millar to approve Policy 834 as amended; motion carried. Policy 834 will read as follows:

Prior to a decision by the Cassia County Joint School District No. 151 Board of Trustees to impose a new fee or to approve a fee increase that exceeds five percent (5.0%) of the amount of the fee last collected; this board will hold a regular or special public meeting on the proposed fee imposition or fee increase.

**DEFINITIONS**

**“Fee”** means all fees and charges of this school district for a direct public service, including fees for voluntary activities and extra costs such as extracurricular activities, driver’s education, towel or locker use, adult education courses, breakfasts and lunches, parking and similar services or activities.

**“Newspaper”** means the newspaper with the largest paid circulation published within the boundaries of the school district, except where there is no newspaper is published within the boundaries of the school district required to publish notice, then it means the newspaper with the largest paid circulation published within any county in which the school district is located or the newspaper published nearest to the boundaries of the school district.

**PUBLIC NOTICE**

Public notice will be given of this board’s intent to make a decision on a proposed fee increase, as set forth above, by either advertising in at least one (1) newspaper once each week during the two (2) weeks preceding the week during which the hearing will be held. The advertisement will state that the board will meet on a certain day, time and place listed in the advertisement for the purpose of hearing public comments regarding the proposed new fee or fee increase beyond five percent (5%); or:

1. Holding three public meetings in three different locations in the district; or
2. A single mailing notice to all district residents, provided that the same information is given and provided the meeting is held not less than seven (7) days after the mailing of the notice.

Failure to provide public notice and a hearing on the increase in fees will result in possible voiding of the validity of all or a portion of the fee increase.



**LEGAL REFERENCE:**

Idaho Code Sections

*33-510 – Annual Meetings – Regular Meetings – Boards of Trustees*  
*63-1311A - Advertisement of and Hearing on Fee Increases*  
*60-106 - Qualifications of Newspapers Printing Legal Notices*  
*Attorney General Opinion No. 94-4*

**ADOPTED:** May 8, 2000

**AMENDED:** November 25, 2014

**POLICY 880 ELECTRONIC SIGNATURE AND FILING:** Motion by Linda Petersen and seconded by Heber Loughmiller to approve Policy 880 as amended; motion carried. Policy 880 will read as follows:

The Idaho Legislature wishes to promote effective on-line government by encouraging local agencies, including school districts, to conduct business using electronic media. In accord with the legislature's wishes, the Cassia County Joint School District No. 151 adopts the following policy.

#### **DEFINITIONS**

**"Electronic record"** means a record created, generated, sent, communicated, received, or stored by electronic means.

**"Electronic signature"** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

#### **ELECTRONIC SIGNATURES**

The district accepts electronic signatures as legally binding and equivalent to handwritten signatures to signify an agreement if the electronic signature is attributable to the person with authority to sign the record and conforms to the requirements of the law and this policy.

#### **ELECTRONIC RECORDS**

Any electronic record filed with or issued by the district will be given the full force and effect of a paper record if a signature is required on the record and the electronic conforms to the requirements of the law and this policy.

#### **RULES FOR ACCEPTING, USING AND ISSUING ELECTRONIC SIGNATURES AND RECORDS**

In accord with *Idaho Code 28-50-101*, this district adopts the following rules for accepting, using and issuing electronic signatures and records:

1. The superintendent or designee is authorized to issue an electronic signature in his or her name.
2. The superintendent or designee is authorized to determine whether, and to what extent, the district will send and accept electronic records and electronic signatures, and otherwise create, generate, communicate, store, process, use and rely upon electronic records and electronic signatures.
3. The superintendent or designee, giving due consideration to security, may specify:
  - a. The manner and format in which the electronic records must be created, generated, sent, communicated, received, and stored; and the systems established for those purposes.
  - b. The type of electronic signature required, the manner and format in which the electronic signature must be affixed to the electronic record, and the identity of or criteria that must be met by any third party used by a person filing a document to facilitate the process.
  - c. Control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality and auditability of electronic records.
4. This district will accept and issue electronic records only if such records conform to any formatting requirements associated with them.
5. Electronic signatures may be used to satisfy notary requirements, but only if the electronic signature of the notary or other authorized person is attached to or logically associated with a record of all of the information, such as a form of attestation, recitals, or identifying information about a notary, that is required to be provided under applicable law.

6. The superintendent or designee may, at his or her discretion, request that an original of the electronic record and/or electronic signature be forwarded to the district in a timely manner.
7. When necessary or practical, paper copies will be made of electronic records and stored in a manner and time frame consistent with the nature and purpose of the communications, and with all other district policies, regulations, statutes and rules that may apply.
8. Individuals who falsify electronic records or electronic signatures are subject to disciplinary action, up to and including termination of employment and criminal prosecution.

This policy does not limit the district's right or option to conduct a district transaction on paper or in non-electronic form.



**LEGAL REFERENCE:**

Idaho Code Section

67-2351, *et seq.* - *Uniform Electronic Transactions Act*

**ADOPTED:** May 8, 2000

**AMENDED:** June 22, 2010

**AMENDED:** November 25, 2014

**POLICY 922 ACQUISITION AND SALE OF REAL PROPERTY:** Motion by Kathy Millar and seconded by Heber Loughmiller to approve Policy 922 as amended; motion carried. Policy 922 will read as follows:

The Board of Trustees of Cassia Joint School District No. 151 may designate and purchase any real property necessary for school purposes or in the operation of the district, or remove any building, or dispose of any real property. The board will have the value of such property determined by an appraisal conducted by a State of Idaho certified appraiser within one (1) year prior to any purchase or disposal, and will place the results of the appraisal in the board's records.

**DEFINITION**

Real property consists of land and all the things that are attached to it.

**SELECTION OF PROPERTY SITES**

The board will determine the size of the site necessary for school purposes. All preliminary discussions concerning site acquisitions will be conducted in executive sessions of the board.

The site will be located within the incorporated limits of any city within the district; provided, however, that if this board finds that it is not in the best interests of the electors and students of the district to locate the site within the incorporated limits of a city, the board, by duly adopted resolution setting forth the reasons for its findings, may designate a site located elsewhere within the district.

**SALE OF PROPERTY**

The board, by deed, bill of sale, or other appropriate instrument, may convey all of the estate and interest of the district in any property, real or personal.

The property may be sold at public auction or by sealed bids, as the board determines, to the highest bidder. The property may be sold for cash or for such terms and conditions as the board will determine for a period not exceeding ten (10) years, with the annual rate of interest on all deferred payments not less than seven percent (7%) per annum.

The title to all property sold on contract will be retained in the name of this district until full payment has been made by the purchases, and title to all property sold under a note and mortgage or deed of trust will be

transferred to the purchaser at the point of sale under the terms and conditions of the mortgage or deed of trust as this board will determine.

Notice of the time and the conditions of such sale will be published ~~twice~~ **two (2) times**, and proof thereof made, in accordance with Idaho Code Section 33-402(2) and(3). However, when the appraised value of the property is less than one thousand dollars (\$1,000), one (1) single notice by publication will be sufficient and the property will be sold by sealed bids or at public auction.

The board may accept the highest bid, may reject any bid, or reject all bids. If the real property was donated to the district the board may, within a period of one (1) year from the time of the appraisal, sell the property without additional advertising or bidding. Otherwise, the board must obtain new appraisals and again publish notice for bids, as before. During the sealed bid or public auction process, no real property of the district can be sold for less than its appraised value. If, thereafter, no satisfactory bid is made and received, the board may proceed under its own direction to sell and convey the property for the highest price the market will bear.

### **EXCHANGE OR TRANSFER OF REAL PROPERTY**

The district's real property may be exchanged for other property.

### **CONVEYANCE, TRANSFER OR EXCHANGE TO/FROM GOVERNMENTAL AGENCIES**

The board will, by a vote of one-half (1/2) plus one (1) of the members of the full board, by resolution duly adopted, authorize the transfer or conveyance of any real or personal property owned by the district to another governmental agency, the United States, State of Idaho, or any city, county, hospital district, school district, the Idaho housing and finance association, public charter school, library district, community college district, or recreational district. The board and the other governmental agency shall enter into a written agreement, setting forth the terms of the conveyance or transfer. The district's conveyance or transfer of real property to another governmental agency may be made without consideration or payment when the board determines such conveyance is in the best interest of the district. The district's conveyance or transfer of real property to another governmental agency may be made without consideration or payment when the board determines such conveyance is in the best interest of the district.

For conveyances or transfers of real or personal property with a value of ten thousand dollars (\$10,000) or less, the property may be conveyed or transferred without notice and a hearing. For conveyances or transfers of real property with a value in excess of ten thousand dollars (\$10,000), notice of the general terms of the agreement will be given by publication in at least two (2) issues in a newspaper printed or of general circulation in the county or counties in which the district and the other governmental agency are located and having general circulation within such county or counties. The notice will state the time and place of the next regular or special meeting of the board of trustees of the district and the board of the other governmental agency at which the respective boards propose to ratify the agreement. The first publication will be made not less than twelve (12) days prior to each meeting and the last publication of notice will be made not less than five (5) days prior to each meeting.

No agreement entered into for or exchange of real property between the district and another governmental agency shall be valid unless the agreement is approved by a two-thirds (2/3) vote of each governing body at a properly noticed meeting.

### **EASEMENTS**

The board may also convey rights-of-way and easements for highway, public utility, and other purposes over, upon, or across any school property. When necessary for the use of such property for any such purpose, the board may authorize the removal of school buildings to such new location, or locations, and such removal will be made at no cost or expense to the district.

### **EMINENT DOMAIN**



The board may also exercise the right of eminent domain for any of the uses and purposes provided in *Section 7-701, Idaho Code*.



**LEGAL REFERENCE:**

Idaho Code Sections

*7-701, et seq. – Eminent Domain*

*33-402 (2) and (3) - Notice Requirements*

*33-601 – Real and Personal Property – Acquisition, Use or Disposal of Same*

*67-2322 - Transfer of Property by Local Unit of Government to Other Government  
Body Authorized*

*67-2323 - Written Agreement Before Transfer – Publication of Notice*

*67-2324 - Two-Thirds Vote Required for Approval*

**ADOPTED:** May 8, 2000

**AMENDED:** December 15, 2010

**AMENDED:** November 25, 2014

**POLICY 1006 REGISTERED SEX OFFENDERS:** Motion by Linda Petersen and seconded by Kathy Millar to approve Policy 1006 as amended; motion carried. Policy 1006 will read as follows:

To protect the morals, health, and safety of students, it is the policy of the Cassia School District to deny entrance onto the premises of any district school or conveyances owned or leased by a school and prevent loitering on a public way within five hundred (500) feet of the property line of any district school or any building posted with a notice it is being used by a school to registered sex offenders or persons required to register under the sex offender registration act of whom the district has knowledge. District officials will make reasonable efforts to identify registered sex offenders residing within the district's boundaries or who have children or wards enrolled in the district.

The board authorizes the superintendent or designee to enforce this policy, including the decision to grant or deny any request for an exception, and/or impose other restrictions consistent with enforcing this policy.

**DEFINITIONS**

**“Contact the school district office”** includes mail, facsimile machine, email, or by computer using the internet.

**“Extracurricular”** means any school-sponsored activity, occurring during or outside regular school hours that is outside of the regular curriculum including, but not limited to, academic, artistic, athletic or recreational activities.

**“School premises”** includes all buildings, facilities, and property being utilized for district-sponsored activities regardless of location, including transportation that is owned, leased, sponsored, or contracted by the district.

**PROHIBITION**

Any individual who is currently registered or required to register under the sex offender registration act as provided in *chapter 83, title 18, Idaho Code*, may not:

1. Be upon or to remain on the premises of any school building or school grounds in this state, or upon other properties posted with a notice that they are used by a school, when the person has reason to believe children under the age of eighteen (18) years are present and are involved in a school activity or when children are present within thirty (30) minutes before or after a scheduled school activity.

2. Knowingly loiter on a public way within five hundred (500) feet from the property line of school grounds in this state, including properties posted with a notice that they are used by a school, when children under the age of eighteen (18) years are present and are involved in a school activity or when children are present within thirty (30) minutes before or after a scheduled school activity.
3. Be in any conveyance owned or leased by a school to transport students to or from school or a school-related activity when children under the age of eighteen (18) years are present in the conveyance.
4. Reside within five hundred (500) feet of the property on which a school is located, measured from the nearest point of the exterior wall of the offender's dwelling unit to the school's property line, unless the individual's residence was established prior to July 1, 2006.

## **EXCEPTIONS**

This prohibition does not apply to the following:

1. A student in attendance at the school;
2. An individual residing at a state licensed or certified facility for incarceration, health or convalescent care.
3. An individual exercising his or her right to vote in public elections during non-school hours.
4. An individual taking delivery of his mail through an official post office located on or in the vicinity of school grounds.
5. An individual staying at a homeless shelter or residing at a recovery facility if the shelter or facility has been approved for sex offenders by the county sheriff or municipal police chief.

Other individuals wishing to access school grounds must contact the school district office annually prior to the individual's first visit of the school year and obtain written permission from the district to be on the school grounds or upon other property posted with a notice that the property is used by a school. The superintendent or designee may grant a limited exception to an individual who:

1. Is dropping off or picking up a child or children and the person is the child(ren)'s parent or legal guardian, unless limited by court order.
2. Is attending an academic conference or other scheduled extracurricular school event with school officials present when the offender is a parent or legal guardian of a child who is participating in the conference or extracurricular event, unless limited by court order.
3. Is temporarily on school grounds, during school hours, for the purpose of delivering mail, food, or other items as part of the individual's employment.
  - a. The delivery person's employer is responsible for contacting the district and obtaining permission for the individual to be on school premises. The superintendent or designee may grant admission to such individual, deny admission, provide direct supervision, or require that the delivery person's employer provide appropriate supervision.
4. Individuals who have a legitimate need to access the school or building, as determined by the superintendent or designee.

The decision to grant or deny the request for an exception, and/or impose other restrictions, is not appealable to the board. Any decision to grant the request for an exception may be revoked by the school district for any reason at any time, with or without notice. The decision shall be based upon review of all of the relevant circumstances, including the risk to the morals, health, and safety of other students, employees, and patrons. The district reserves the right to refuse entry on school grounds to any person or organization that does not have legitimate business at the school and to request any unauthorized person or persons engaging in unacceptable conduct to leave the school grounds.

## **REPORT TO LAW ENFORCEMENT**

District administrators will immediately report to law enforcement any registered sex offender or person required to register under the sex offender registration act who has not been granted permission pursuant to this policy and who is observed or known to be on the premises, or loitering within five hundred (500) feet of the property line of a school or other location when children are present and involved in a school activity or when children are present within thirty (30) minutes before or after a scheduled school activity.

School personnel shall not use information received by the district regarding any registered sexual offender to harass, intimidate, commit a crime against, or cause harm to any person.

For purposes of this policy, “**school premises**” shall mean all school buildings, grounds, or where district-sponsored activities will occur, without regard to the location of the activity, and shall include means of transportation sponsored, owned, leased, or contracted by the district.

#### **EXEMPTION FROM CIVIL LIABILITY**

The district and its personnel do not have a duty to inquire, investigate or disclose any information regarding registered sex offenders, nor will school district personnel be held liable for failure to disclose any information regarding registered sex offenders to any other person or entity. School district personnel who, acting without malice or criminal intent, obtain or disseminate information under the Sexual Offender Registration Notification and Community Right-To-Know Act will be immune from civil liability for any damages claimed as a result of such disclosures made or received.

#### **NOTICE**

The district will cooperate with the property owner of any non-school location at which school activities will occur to post notices that the property is being used by a school, pursuant to Idaho Code Section 18-8329. Such notices shall be at least 100 square inches, refer to Idaho Code Section 18-8329, include the term “registered sex offender”, and shall be placed at the commonly-used entrances to the property.



#### **LEGAL REFERENCE:**

Idaho Code Sections

*3-512(4) and (11) - Governance of Schools*

*18-8301, et seq. - Sexual Offender Registration Notification and Community Right-to-Know I*

*18-8325 - Exemption from Civil Liability*

*18-8329 - Adult Criminal Sex Offenders – Prohibited Access to School Children – Exceptions*

**ADOPTED:** November 25, 2008

**AMENDED:** November 25, 2014

#### **ITEMS FROM SUPERINTENDENT:**

**CALL FOR SCHOOL BUS BIDS:** A call for bus bids will wait until the Special Board Meeting on December 8, 2014 with Mr. Hamilton in attendance to answer questions.

**SURPLUS PROPERTY:** Motion by Heber Loughmiller and seconded by Kathy Millar to approve the bids received on the surplus property belonging to Cassia School District No. 151; motion carried.

**YOUTH RISK BEHAVIOR SURVEY:** Motion by Heber Loughmiller and seconded by Kathy Millar to deny the request from the Idaho State Department of Education, in cooperation with The Center for Disease Control of the Youth Risk Behavior Survey requesting to be administered to students at Declo Sr. High School and Oakley Jr/Sr. High School; motion carried.

**ALTERNATE ROUTE TO GRADUATION:** Motion by Linda Petersen and seconded by Kathy Millar to approve the Alternate Graduation requests submitted by Burley High School; motion carried.

**TRIP REQUESTS:** Motion by Heber Loughmiller and seconded by Kathy Millar to deny trip requests for the Curriculum, Migrant and Federal Programs Directors to go to the attend an Imagine Learning Software Forum in Provo, Utah on January 21-23, 2015; motion carried.

**EMERGENCY CLOSURES:** Motion by Kathy Millar and seconded by Heber Loughmiller to approve the emergency closure of Oakley Jr/Sr. High School on Wednesday, November 12, 2014 and the closure of Burley Jr. High School November 12-14, 2014; motion carried.

**SEPARATIONS:** Motion by Kathy Millar and seconded by Heber Loughmiller to approve separations from the district; motion carried. The separations are as follows:

Certified: Kit Kanekoa, as the Burley High School Head Volleyball Coach; Jamie Campbell, Declo Elementary Kindergarten teacher

Classified: Stacie Ringle, Burley High Asst Volleyball Coach; Blake Hollingsworth, Declo High Asst Girl's Basketball Coach; Kelly Mangum, Declo High Asst Basketball Coach; Lamar Staker, Transportation Mechanic; Nicole Dastrup, Raft River High Girls' Basketball Coach; Lois Asher, Transportation Bus Driver

**NEW HIRES:** Motion by Heber Loughmiller and seconded by Kathy Millar to approve new hires to the district; motion carried. The New Hires are as follows:

Certified: Gary Anderson, Raft River Jr/Sr High Jr. High Wrestling Coach; Judy Bennett, Declo Elementary Kindergarten Teacher

Classified: Juan Alvarado, Raft River Jr/Sr. High Head Wrestling Coach; Jay Fox, Declo Sr. High JV Girls' Basketball Coach; Eduardo Guevara, Mountain View Elementary Head Custodian; Julie Runyon, Burley Jr. High School rural Initiative Math Coach; Fred Darrington, Declo Jr. High School 7<sup>th</sup> Grade Boys' Basketball Coach; Jamie Miller, Declo Jr. High School 8<sup>th</sup> Grade Boys' Basketball Coach; Kami Millward, White Pine Elementary P/T Secretary; Blake Hollingsworth Burley Jr. High School Boys' Basketball Coach; Mitchell Saxton, Burley Jr. High School Boys' Basketball Coach; Shawna Kunzler, Substitute; Rebecca Muir, Substitute; Susan Holtman, Substitute Cook; Marsha Randall, Substitute Cook

**ITEMS FROM TRUSTEES:** Mrs. Petersen asked if the Mountain View Elementary heating issue had been resolved. Dr. Smyer confirmed it had been resolved.

**EXECUTIVE SESSION:** Motion by Kathy Millar and seconded by Heber Loughmiller to go into Executive Session in accordance with Idaho Code § 67-2345 (1)(2)(b)(f). The purpose of this session is to discuss student discipline and student safety. Voting Aye: Ryan Cranney, Linda Petersen, Kathy Millar, Heber Loughmiller; motion carried. (8:11 p.m.)

**OPEN SESSION:** Motion by Heber Loughmiller and seconded by Kathy Millar to go into Open Session. Voting Aye: Ryan Cranney, Linda Petersen; Kathy Millar; Heber Loughmiller; motion carried. (8:28 p.m.)

**STUDENT EXPULSION HEARING:** Motion by Linda Petersen and seconded by Kathy Millar to approve the expulsion of Student A and to have the expulsion suspended with the following requirements:

1. Student A is expelled from Cassia School District for the period for a minimum of one (1) year beginning November 25, 2014. The expulsion will be suspended upon the following conditions:
  - a. Student A will attend Cassia High School on a one-major offense contract
  - b. Student A will keep grades at a C or above in every class
    - i. Grade reports to the district office every block
  - c. Student A will attend summer school if grades do slip

d. Student A will return to the Executive Session during the July Board Meeting to report his progress;  
motion carried.

Motion by Linda Petersen and seconded by Kathy Millar to adjourn; motion carried. Voting Aye: Ryan Cranney, Linda Petersen, Kathy Millar, Heber Loughmiller; motion carried. (9:00 p.m.)

---

Steve Lynch, Board Chairman

---

Pamela Teeter, Board Clerk

