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*Attorney for the Plaintiff*

**UNITED STATES DISTRICT COURT  
DISTRICT OF IDAHO**

**SIERRA NORMAN,**

Case no. 4:16-cv-163

**Plaintiff,**

**v.**

**STIPULATION AND JOINT MOTION  
FOR ORDER FOR DISMISSAL WITH  
RETAINED JURISDICTION**

**CASSIA COUNTY JOINT SCHOOL  
DISTRICT NO. 151, JEFF ROPER,  
ROLAND BOTT, and GALEN SMYER,**

**Defendants.**

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The plaintiff and all defendants, through their attorneys, agree to and jointly move for entry of an order dismissing this case with prejudice, pursuant to the Settlement Agreement attached to this stipulation, incorporating this stipulation and the attached Settlement Agreement into the order and retaining the Court's jurisdiction to enforce the terms of the stipulated Settlement Agreement. *See Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994).

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DATED this 15th day of September, 2016.

/s/ Richard Eppink  
ACLU OF IDAHO FOUNDATION  
Attorneys for Plaintiffs

Scott Marotz  
ANDERSON, JULIAN & HULL, LLP  
Attorneys for Defendants

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 15th day of September, 2016, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

Brian K. Julian      [bjulian@ajhlaw.com](mailto:bjulian@ajhlaw.com)  
Scott Marotz        [smarotz@ajhlaw.com](mailto:smarotz@ajhlaw.com)  
ANDERSON, JULIAN & HULL, LLP  
*Attorneys for Defendants*

DATED this 15th day of September, 2016.

/s/ Richard Alan Eppink

## SETTLEMENT AGREEMENT

The plaintiff, Sierra Norman, filed a lawsuit in the United States District Court for the District of Idaho under case no. 4:166-cv-163-BLW, *Norman v. Cassia County Joint School District No. 151, et al.* The plaintiff alleged, among other things, violations of Title IX of the federal Education Amendments Act of 1972, the Idaho Human Rights Act, 42 U.S.C. § 1983, and the Idaho Constitution. The defendants (Cassia County School District No. 151, Galen Smyer, Roland Bott, and Jeff Roper) deny each and every claim for relief in the lawsuit. The plaintiff and defendants, however, wish to settle the lawsuit without further litigation. Therefore, in consideration of the mutual promises in this Agreement, the plaintiff and defendants agree to the following:

1. The Cassia County Joint School District No. 151 ("District"), through its Board of Trustees, shall amend its written policies governing dual enrollment and participation in school programs and activities to provide that any student, including a dually enrolled student (including students receiving education instruction in an online school program), who lives in a school's attendance zone or who has been accepted to a school through the open enrollment process, is eligible to participate in any program or activity available at that school, including student government. The amendments shall be adopted no later than 08 Sept 2016 and shall be as set forth in redline in "Exhibit A," which is attached to and hereby incorporated into this Agreement.

2. Within seven days after adoption of the policies set forth above, the defendants shall direct the student body of Declo High School that it must amend its constitution, policies, and practices, to conform with the policy amendments set forth in "Exhibit A."

3. The District and its Board of Trustees shall maintain formal, written policies that provide that any student, including a dually enrolled student (including students receiving

education instruction in an online school program), who lives in a school's attendance zone or who has been accepted to a school through the open enrollment process, is eligible to participate in any program or activity available at that school, including student government. The District shall maintain those policies unless and until a material change of law, such as a change to Idaho Code § 33-203, requires the repeal or further revision of those policy provisions. The District shall provide advance written notice to the plaintiff, through the American Civil Liberties Union of Idaho, if it intends to repeal or revise those policy provisions.

4. The District shall pay counsel for the plaintiff the sum of THIRTY THOUSAND DOLLARS (\$30,000) in the form of a check made payable to the American Civil Liberties Union of Idaho Foundation, Inc. This payment is in full satisfaction of any obligation pursuant to 42 U.S.C. § 1988 or any other statute or doctrine concerning attorney fees or costs arising from this lawsuit.

5. The plaintiff hereby releases each of the defendants and their respective agents, representatives, employees, administrators, departments, divisions, agencies, and facilities from any and all claims arising out of the actions described in the lawsuit, now and forever, explicit or implicit, whether known or unknown.

6. The plaintiff and defendants agree, as soon as practicable, to file with the Court a joint motion for dismissal asking the Court to enter an order dismissing the lawsuit with prejudice, with each party to bear its own costs and attorneys fees, and incorporating the terms of this Agreement and retaining jurisdiction to enforce its terms as described in Paragraph 12, below.

7. This Agreement is not an admission of liability but rather the compromise of disputed claims.

8. This Agreement, including each of its provisions, has been reached as the result of negotiations between the plaintiff and defendants their respective attorneys. Each of the parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been prepared by or drafted by any particular party to this Agreement, and that any rules of construction permitting ambiguities to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

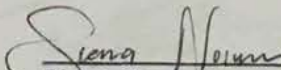
9. The Agreement shall be binding on and inure to the benefit of the plaintiff and the defendants and their respective past, present, and future predecessors, successors, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives, and assigns.

10. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence against any party who has signed it, and all of which together shall constitute one and the same agreement. Signatures delivered by fax or email shall be deemed original signatures.

11. This writing is an integrated agreement and represents the entire understanding of the plaintiff and defendants relating to the settlement of the lawsuit. Each of the parties agrees that they are not entering into this Agreement on the basis of any promise or representation, express or implied, not contained in this Agreement.

12. The parties agree that the United States District Court for the District of Idaho may retain jurisdiction to enforce the terms of this Agreement. Court enforcement shall only be upon motion of a party, not as part of any active Court supervision over the conduct described in this Agreement. The plaintiff's agreements to dismiss and release her claims are expressly conditioned upon (1) the District's adoption of the policy amendments described above and (2) the Court's entry of an order incorporating the terms of this Agreement and retaining jurisdiction

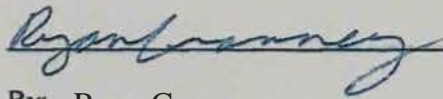
to enforce its terms. If the District fails to adopt the policy amendments described above on or before 08 Sept 2016 or the Court declines to enter an order incorporating the terms of this Agreement and retaining jurisdiction to enforce its terms, the Agreement shall be voidable at the plaintiff's election and if the plaintiff voids the Agreement the lawsuit shall be returned to active status with all of the plaintiff's claims revived.

  
Sierra Norman

Dated: 09-14-16

Plaintiff

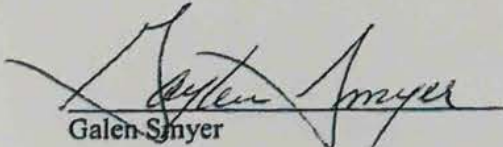
CASSIA COUNTY SCHOOL DISTRICT NO. 151



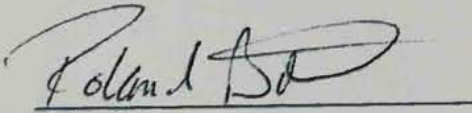
Dated: 9/13/16

By: Ryan Cranney

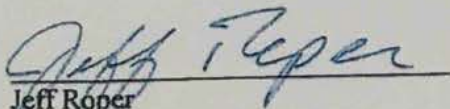
Its: Board Chairman

  
Galen Smyer

Dated: 08 Sept 2016

  
Roland Bott

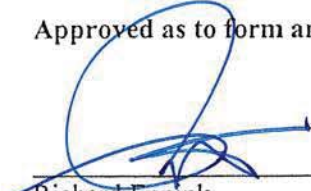
Dated: 9-8-2016

  
Jeff Roper

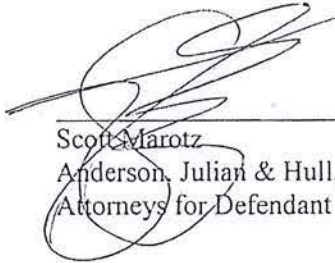
Dated: 9-13-2016

Defendants

Approved as to form and content:

  
\_\_\_\_\_  
Richard Eppink  
American Civil Liberties Union of Idaho Foundation  
Attorneys for Plaintiff

Dated: 9/12/2016

  
\_\_\_\_\_  
Scott Marotz  
Anderson, Julian & Hull, LLP  
Attorneys for Defendant

Dated: 9/14/2016

*Exhibit A***POLICY TITLE: Dual Enrollment****POLICY NO: 630****Page 1 of 4**

The board is committed to providing educational opportunities for the school-age students residing within its boundaries. Taking into account the legislative intent and language of the dual enrollment statute, this board adopts the following policy.

## **DEFINITIONS**

Dual Enrollment: A dually enrolled student residing within the boundaries of this district who is legitimately enrolled in a private, parochial, or home school, charter school or other alternative public school program, or at a post secondary institution, and who is also dual enrolled in a traditional public school in this district and has not graduated from high school.

Dually enrolled Student: A student who receives educational instruction outside a traditional public school classroom. Such instruction can include, but is not limited to, a private, online, parochial, or home school, charter school or other alternative public school program, or a post-secondary institution.

Primary Education Provider: The person or entity providing the dually enrolled student's educational instruction outside the traditional public school programs or activities, such as the private, parochial, or home school or other alternative public school program, charter school or post secondary institution.

Program and Activity: The terms "program" and "activity" include any program in the traditional public school available to other students. This includes any regularly scheduled course of study, student government, or any regularly scheduled interscholastic activity recognized or sanctioned by the Idaho High School Activities Association.

## **ENROLLMENT**

A dually enrolled student wishing to enroll in this school district for academic and/or extracurricular programs or activities must:

1. Provide the same documentation and information required of all other students enrolling in the district, including evidence of residence in this district, acceptable evidence of date and place of birth, evidence of immunizations required by the State of Idaho (or a suitable waiver); and
2. Comply with the registration procedures required by the district and gain admission to a school in this district. In addition to routine procedures required for registration, a student's parent/guardian must provide a complete record of the student's academic history, as well as all other student records and testing information necessary to qualify for admission as a dually enrolled student and to identify appropriate placement for the student. Such registration and admission procedures are required even if a student is requesting dual enrollment status only for participation in an interscholastic or



nonacademic activity.

If enrollment in a specific class or program reaches the maximum for the program, priority for enrollment will be given to a student who is enrolled full time in the traditional public school class or program. If a class or program is full and includes a part-time dually enrolled student when a regular full-time student transfers into the school during the semester, the district's normal enrollment procedure will remain the same, and the dually enrolled student may not be disenrolled to provide space for the full-time student. Regular full-time students will be given priority for enrollment at the start of each semester.

Any student, including a dually enrolled student, who lives in a school's attendance zone or who has been accepted to a school through the open enrollment process, is eligible to participate in any program or activity available at that school.

## **REGULATIONS AND POLICIES**

A dually enrolled school student who is participating in this district's programs and activities will be given the same rights as all other students enrolled in this district. Dually enrolled school students will also be subject to compliance with the same rules and requirements that apply to full-time students.

## **PARENTAL RESPONSIBILITIES**

This district's responsibility for any dually enrolled student extends only to the time that the student is attending the program or activity for which the student is enrolled in the district's school. The parent or guardian of the student is responsible for the care and supervision of the student during all other times.

## **MIXED CURRICULUM**

Dually enrolled students are welcome to participate in classes or grades with a merged or integrated curriculum as long as space is available.

If a dually enrolled student wishes to attend activities or programs in a particular discipline in a class or grade where the curriculum is merged or integrated, such request must be made in writing particularizing the subject matter presentation that the student desires to attend (e.g., art instruction in the third grade). The teacher and principal of the school will, upon request, provide scheduling information to the dually enrolled student. It will be the dually enrolled student's responsibility to contact the district and ascertain when such subject matter will be presented. Where certain subject matter is integrated into a mixed curriculum, no change in the presentation need be made because of a dually enrolled student's request for attendance. It is also the intent of this policy to ensure that the teacher's right to integrate disciplines and be flexible in planning and modifying the daily classroom presentations will not be hindered or restricted in any way.

## **IDEA/SECTION 504/ADA STUDENTS**

A dually enrolled school student's parent/guardian who wishes to enroll the child in special programs, or who desires special accommodations consistent with the child's disability, must meet the requirements of the Individuals With Disabilities Education Act (IDEA), Section 504 of the 1973 Rehabilitation Act, or the Americans with Disabilities Act (ADA).

### **GRADUATION**

Dually enrolled students must meet all graduation requirements of the state and this district in order to graduate, to take part in the commencement ceremony, and to obtain a diploma from this district. Dually enrolled students must be enrolled in a program approved by the school during their last semester.

### **TRANSPORTATION**

A dually enrolled student may ride a school bus on a regularly scheduled route so long as the student is eligible for transportation and space is available. No alterations of routes or new bus stops will be established. If a dually enrolled student attends part time, the student may receive transportation at the regularly scheduled time closest to the time period for which the student is enrolled.

### **INTERIM PERIODS**

If a dually enrolled student is dual enrolled in classes or activities that are not contiguous in time (e.g., a first period and a fourth period class), the student must not be on the school premises other than when the program or activity for which the student is enrolled is taking place. The district will not be responsible for the care or supervision of the student in any form for periods before, in between, or after the programs or activities for which the student is properly enrolled. Any transportation needs for such students not provided for otherwise under this policy during the school day will be the sole responsibility of the student and his or her parent/guardian.

### **EXTRACURRICULAR NONACADEMIC ACTIVITIES**

A dually enrolled student involved in an extracurricular activity is subject to the same eligibility standards and participation requirements as a regular full-time student.

Oversight of academic standards relating to participation in nonacademic public school activities is the responsibility of the Primary Education Provider of each dually enrolled student.

A dually enrolled student must meet or exceed the testing requirements established by the State Board of Education before the student may participate in nonacademic public school activities. The testing is at the parent's/guardian's expense, and the test results are valid for twelve (12) months from the release date. The student must achieve a minimum composite score of the fifth stanine or higher to be eligible for dual enrollment each year admission is requested in nonacademic programs.



**LEGAL REFERENCE:**

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Idaho Code Section 33-203

**ADOPTED:** May 8, 2000