

**TIPTON ELEMENTARY SCHOOL DISTRICT  
SPECIAL BOARD MEETING  
AGENDA**

Tuesday, February 26, 2019  
6:00 p.m. District Conference Room

**1. CALL ALL TO ORDER – FLAG SALUTE**

In compliance with the Americans with Disabilities Act and the Brown Act, if you need special assistance to participate in the meeting, including the receipt of the agenda and documents in the agenda package in an alternate format, please contact the Tipton Elementary School District office at (559) 752-4213. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting (28CFR35.102-35, 104 ADA Title II), and allow for the preparation of documents in appropriate alternate format

**2. PUBLIC INPUT:**

*In order to ensure that Members of the public are provided a meaningful opportunity to address the board on agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public input portion of the agenda, or at the time the matter is taken up by the board. Board presentations are limited to 3 minutes per person and 15 minutes per topic.*

**2.1** Community Relations/Citizen Comments

**3. ADJOURN TO CLOSED SESSION: The Board will consider and may act upon any of the following items in closed session. Any action taken will be reported publicly at the end of closed session as required by law.**

**3.1** STUDENT EXPULSION (Education Code sections 35146, 48900 et seq., 48912(b), and 49060 et seq., and 20 U.S.C. section 1232g)  
1. Case #: 1819-01

**4. RECONVENE TO OPEN SESSION**

**5. REPORT OUT FORM CLOSED SESSION**

**6. ADMINISTRATIVE: Action items:**

6.1 Approve the Stipulated Expulsion of student # 24763, effective February 26, 2019, with placement at a school outside of the District. Parents have waived the due process of procedures.

**7. ADJOURNMENT**

**The Board upon discussion and a vote of agreement may make any item an action item.**

**Notice: If documents are distributed to Board Members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made**

**available for public inspection at the District Office located at 370 N. Evans Road, Tipton CA. 93272, telephone 752-4213.**

**Agenda Posted: Monday, February 25, 2019**

**6. ADMINISTRATIVE: Action items:**

6.1 Approve the Stipulated Expulsion of student # 24763, effective February 26, 2019, with placement at a school outside of the District. Parents have waived the due process of procedures.

## **TIPTON ELEMENTARY SCHOOL DISTRICT AGREEMENT TO EXPULSION**

This Agreement resolves all student discipline issues arising out of misconduct described in the Recommendation for Expulsion/Notice of Suspension ("Notice"), which is attached as Exhibit A and incorporated into this agreement. The Parents, [REDACTED] on behalf of Student [REDACTED] ("Student"), and the Tipton Elementary School District are parties to this Agreement. The parties want to resolve the student discipline in an expedited manner, avoiding the delay and expense of a student expulsion hearing.

The parties agree as follows:

1. **NOTICE.** Parents and Student have received the Notice. It alleges specific acts that are grounds for expulsion under the California Education Code. Parents and Student have carefully read the Notice and have had an opportunity to discuss the charges with District officials. Parents and Student fully understand the charges as well as the meaning and consequences of an expulsion order as provided for in this Agreement. Parents and Student acknowledge that they have the opportunity to consult with an attorney of their choice about this Agreement.
2. **EXPULSION PROCESS.** The Principal/Designee has recommended that Student be expelled from the District based on misconduct described in the Notice. Parents and Student understand their right to a hearing to contest the charges against Student. Parents and Student understand that the purpose of an expulsion hearing would be fact finding to determine:
  - whether substantial evidence exists that Student committed the acts alleged;
  - whether the acts constitute grounds for expulsion; and,
  - whether Student should be expelled.
3. **NO FURTHER FINDINGS.** Solely for purposes of student discipline proceedings before the District and its Governing Board, and for no other reason, action or proceedings, Parents, Student, and District agree that the discipline herein imposed and suspended shall require an admission by Student and/or Parents, that the facts alleged, and otherwise warranting expulsion, exist.
4. **WAIVER. AFTER CAREFUL REVIEW AND CONSIDERATION, PARENTS AND STUDENT WAIVE THEIR RIGHT TO CONTEST THE RECOMMENDATION FOR EXPULSION AND MAKE A KNOWING AND VOLUNTARY WAIVER OF THE FOLLOWING RIGHTS:**
  - a. To have an expulsion hearing and to receive notice of that hearing within timelines required by statute, rule or regulation;

- b. To be represented by an attorney or other representative at a hearing;
  - c. To question witnesses and evidence that would be presented at the hearing;
  - d. To present witnesses and evidence on Student's behalf at the hearing;
  - e. To inspect and obtain copies of documents that would have been used at the hearing;
  - f. All other rights afforded by Education Code section 48918; and,
  - g. All rights to appeal to the Tulare County Office of Education pursuant to Education Code section 48919, et seq.
5. **APPROVAL BY BOARD / TIME LINES.** Parents and Student acknowledge that this Agreement is subject to approval by the District's Governing Board. If the Governing Board rejects this Agreement, Parents and Student waive the right to a hearing within thirty (30) school days of determination that the Student committed an expellable offense and hereby request a hearing before the Governing Board within thirty (30) school days of the date the Governing Board decides to reject this Agreement. The Student also waives the right to have the Governing Board make a determination regarding expulsion within forty (40) school days of determination that the Student committed an expellable offense. If the Governing Board rejects this Agreement, except for the waiver of timelines described in this paragraph, this Agreement shall have no force or effect and Student requests all due process protections in Education Code section 48900 and following, as well as District policies and regulations.
6. **EXPULSION ORDER.** Effective immediately, Student will be expelled from the District for the following period: the remainder of the 2018-2019 school year.
7. **EDUCATIONAL PLACEMENT.** Student's educational placement for the period of expulsion shall be the Tulare County Office of Education Court/Community School.
8. **READMISSION.** Student may apply for reinstatement into the full programs and services of the District following the expulsion period if all conditions in this Agreement have been satisfactorily met. The District reserves the right to deny readmission to Student and to continue the educational placement or impose another placement if Student has not complied with all terms of this Agreement. In addition, the District reserves the right to deny readmission if Student poses a danger to campus safety, pupils, or other persons, as determined under Education Code section 48916, or as otherwise allowed by law.

9. REHABILITATION PLAN. Student shall complete the Rehabilitation Plan below, which sets forth the conditions for readmission or reinstatement. Parents and Student must provide written proof, satisfactory to the District, of completion of all elements of the rehabilitation plan. The Rehabilitation Plan consists of the following conditions, pending final approval by the District's Governing Board.
- a. Student will remain off of all school campuses of the District, with the exception of his current educational placement, unless he receives prior approval from the Principal (or his/her designee) of Student's current educational placement.
  - b. Student will not commit any violations of District policies, regulations or rules, as well as local, state or federal laws while expelled. This is subject to verification by school, police, and probation department representatives.
10. VOLUNTARY EXPENSES. The Parties agree that any expense as a result of Student's educational placement during the term of this Agreement, and/or Rehabilitation Plan under this Agreement, shall be the sole responsibility of the Parents and Student. Parents knowingly and voluntarily take on such expenses.

**AFTER CAREFUL REVIEW AND CONSIDERATION OF THIS AGREEMENT, WE AGREE TO ALL OF ITS TERMS IN THIS AGREEMENT. PARENTS AND STUDENT (1) KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO AN EXPULSION HEARING ON THE CHARGES AND ALL RELATED DUE PROCESS PROCEDURES, (2) AGREE TO THE EXPULSION ORDER DESCRIBED ABOVE, AND (3) RELINQUISH ALL RIGHT TO CONTEST THE EXPULSION ORDER IN ANY MANNER AND FORUM WHATSOEVER.**

**STUDENT SIGNATURE**

Date: 2/2/19, 2019

[Redacted Signature]

**PARENT/GUARDIAN SIGNATURE**

Date: 2/15/19, 2019

[Redacted Signature]

**TIPTON ELEMENTARY SCHOOL DISTRICT**

Date: 2/15, 2019

Stacey Bettencourt  
Stacey Bettencourt, Superintendent  
Tipton Elementary School District