

**BEFORE THE
COMMISSION ON TEACHER CREDENTIALING
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

REBECCA PLAUD, Respondent

Agency Case No. 2-407288778

OAH No. 2023110183

PROPOSED DECISION

Administrative Law Judge Coren D. Wong, Office of Administrative Hearings, State of California, heard this matter by telephone and videoconference on March 4, 2024, from Sacramento, California.

Jeff Stone, Deputy Attorney General, represented complainant Mary Vixie Sandy, Ed.D., Executive Director of the California Commission on Teacher Credentialing (Commission), State of California.

Respondent Rebecca Plaud represented herself and appeared by telephone.

Evidence was received, and the record was left open to allow: (1) respondent to produce documentary evidence; and (2) complainant to respond to such evidence and request further cross-examination of respondent if necessary. Respondent's evidence was received and marked as Exhibits A through C. Complainant's response agreeing Exhibits A through C may be admitted as administrative hearsay and declining the

opportunity to conduct further cross-examination of respondent was marked and admitted as Exhibit 11. Exhibits A through C were admitted as administrative hearsay.

The record was closed and the matter submitted for decision on March 22, 2024.

FACTUAL FINDINGS

Jurisdictional Matters

1. The Commission issued respondent a certificate of clearance on April 25, 2008. The certificate expired May 1, 2013. The term "credential" includes "a credential, certificate, life document, life diploma, permit, certificate of clearance, or waiver issued by the [C]ommission." (Ed. Code, § 44002.) The expiration of a credential does not deprive the Commission of jurisdiction to discipline the credential. (Ed. Code, § 44440, subd. (b).)

2. The Commission issued respondent an emergency 30-day substitute teaching permit on September 11, 2009. The permit was reissued three times, and the last one expired April 1, 2014.

3. The Commission issued respondent a child development site supervisor permit on December 22, 2010. The permit was reissued twice, and the most recent one expires May 1, 2026.

4. The Commission issued respondent a preliminary education specialist instruction credential on July 9, 2013. The credential expired August 1, 2018, but the Commission issued him a clear education specialist instruction credential on June 1, 2018. The clear credential was reissued and expires July 1, 2028.

San Joaquin County Office of Education's Job Announcement

5. On August 17, 2021, the San Joaquin County Office of Education (SJCOE) posted a job announcement for a position as a preschool autism teacher in SJCOE's Special Education Department on EdJoin. EdJoin is a website the California County Superintendents Educational Services Association sponsors, which provides information about job fairs and allows users to apply for teaching and other education-related jobs online.

6. The job announcement identified the start date for the position as "2021/2022 School Year." It identified the length of the work year as "183 Workdays, Full Time, Monday - Friday." The location for the position was "Site to be determined." The announcement included the following job summary:

Under supervision of Special Education Program Administrator, will provide quality education to severely handicapped students, ages 18 months to 22 years, through a commitment to team participation in planning and implementation of student programs, a functional, community based curriculum; communication and social skill development; interagency cooperation; and a strong parent-teacher-student linkage. Opportunities exist to develop and experiment with adaptive technology, vocational education, and integration with non-handicapped populations. Does related work as required.

Note: This list of essential functions and physical requirements is not exhaustive and may be supplemented

as necessary in accordance with the requirements of the job. The San Joaquin County Office of Education adheres to the provisions of ADA regarding reasonable accommodation procedures.

Respondent's Job Application, Job Offer, and Acceptance

7. Respondent applied for the position identified in SJCOE's August 17, 2021 job announcement and was granted an interview. On December 13, 2021, SJCOE prepared an Intent to Employ offering respondent a teaching position in the Special Education Department, commencing January 3, 2022. It identified her employment status as probationary and specified the range/class and step on the salary schedule being offered.

8. Respondent accepted SJCOE's job offer the following day by signing and returning the Intent to Employ. By doing so, she acknowledged the following statement:

I understand this offer is contingent upon final background check, fingerprint clearance, attendance at the New Hire Orientation and verification of appropriate teaching credential. I accept the position offered above under the terms and conditions of the rules, regulations, and salary schedule of the San Joaquin County Office of Education.

9. Respondent started her new position on January 3, 2022. That was confirmed by January 21, 2022 correspondence from County Superintendent of Schools Troy Brown, Ed.D., welcoming her **"to the SJCOE Team."** (Emphasis original.)

Her employment contract was not sent to her until April 4, 2022, due to unforeseen delays. Respondent never signed a copy of her contract.

Non-Reelection for the 2022/2023 School Year

10. Dr. Brown decided not to reelect respondent for a teaching position with SJCOE for the 2022/2023 school year. On May 4, 2022, he drafted a notice of non-reelection informing respondent her "employment with the San Joaquin County Office of Education will be terminated at the end of [her] contract period, May 27, 2022."

11. In the past, notices of non-reelection were hand-delivered to the affected employees. However, SJCOE was still working under COVID-19 protocols on May 4, 2022, so Christina Torres-Peters, SJCOE's Chief Human Resources Officer, and Monica Vallerga, SJCOE's Division Director of Special Education, met with respondent by videoconference. Ms. Torres-Peters shared her screen and displayed Dr. Brown's notice of non-reelection. She told respondent she was expected to fulfill the remainder of her contract.

12. Respondent did not ask any questions or raise any concerns during the meeting. Ms. Torres-Peters sent the notice of non-reelection to respondent by U.S. Mail and email after the meeting.

Respondent's Job Abandonment

13. On the night of May 4, 2022, respondent sent an email to Aggie Christensen and Shelly Garrett, employees in SJCOE's human resources and special education departments, respectively. She wrote:

I was informed today by HR that I will not be offered a contract for the next school year. Which consequently omits

me from working ESY. It is for this reason as well as many others that I have decided that today is my last day working for SJCOE. I have taken all of my personal belongings out of the classroom and have left the school laptop and keys in the desk drawer. I will not be accessing my sjcoe email so any emails can be sent here at my personal email account I can also be reached at [omitted].

(Grammar and punctuation original.)

14. Ms. Torres-Peters arrived at work the following morning, and Ms. Christensen immediately told her about the email respondent sent the night before. Ms. Torres-Peters interpreted the email as constituting respondent's resignation, but she wanted to speak with respondent because respondent had not contacted her directly. Therefore, Ms. Torres-Peters asked her assistant to contact respondent and confirm she understood the consequences of her resignation.

15. Ms. Torres-Peters did not hear from respondent, so she sent the following email the next week:

Please find the letter Monica Vallergera and I reviewed on Zoom last week related to your probationary release. As we discussed, you were expected to fulfill the term of your contract through May 27, 2022. You did not indicate an intent to not fulfill this term during our conversation on May 4, 2022.

You subsequently emailed Aggie Christensen and Shelly Garrett on May 5th [*sic*] advising them that you were not

returning to work. I advised Jennifer Barry on May 6, 2022 of your failure to fulfill your contract and the obligation of SJCOE to report this to the Commission on Teacher Credentialing.

SJCOE is willing to allow you to return to work the [sic] fulfill the term of your contract and to avoid negative reporting to the CTC. As you know, there are a number of triennials and kinder eligibility that still need to occur. If you are willing to return to the classroom starting tomorrow, I will need to know by 5:00 p.m. today. Failure to respond will result in ceasing of pay for the remainder of the term of your contract and reporting to the CTC for failure to fulfill your contract.

16. Respondent responded the following afternoon, "I am working with union representatives." Ms. Torres-Peters immediately responded by explaining, "The deadline was yesterday." However, she extended the deadline to 5:00 p.m. that afternoon. Respondent missed that deadline, and Ms. Torres-Peters granted one more extension.

17. Respondent sent Ms. Torres-Peters the following email on May 14, 2022:

I had asked her for (via text) contact info for CTA rep and she said she would let Gina Parish know to contact me. I never heard from Gina. I just feel mishandled by everyone. The March deadline to inform me of whether I would receive a contract was not adhere [sic] to. Although I

expressed an interest in joining the union I was never given the paperwork to do so. I never had the classroom support required but did my best to keep on top of everything while learning the program. From my perspective I feel there was never any intention of offering me a contract. I am expendable. I feel like everyone gets to drop the ball but me. I will come back if offered a (chance) contract for next year otherwise I am resigning.

(Punctuation original.)

18. Ms. Torres-Peters responded to respondent's email by explaining she would receive a document acknowledging she resigned her position, effective May 5, 2022. Ms. Torres-Peters asked respondent to sign and return the document upon receipt. Respondent refused to sign and return the document.

SJCOE's Complaint to the Commission and Subsequent Investigation

19. Ms. Torres-Peters completed a Notification of Credential Holder's Change in Employment Status Due to Allegations of Misconduct (Notification) and submitted it to the Commission on June 24, 2022. She included correspondence outlining respondent's employment and job abandonment.

20. The Committee of Credentials (Committee) opened an investigation into respondent's employment with SJCOE. As part of its investigation, the Committee provided respondent an opportunity to respond to the Notification. She wrote:

I am writing in response to the allegations made by the San Joaquin County Office of Education (SJCOE) in which they

stated that on May 14th, 2022 I resigned from my position as teacher and abandoned my contract with them without good cause and without consent.

I did not resign on May 14th, my last day of work at SJCOE was on May 4th. On May 4th I attended an on-line zoom meeting with Christina Torres-Peters and Monica Vallegra in which I was notified that I would not be given a teaching contract for the 2022-2023 school year. I was also given a Notice of Non-Reelection dated 5/4/2022, via e-mail (enclosed). I felt really defeated, coupled with the extenuating circumstances occurring in my classroom I informed my supervisor that I would not be returning to the classroom. The classroom environment was causing myself excess stress and anxiety and making it a challenge to provide a safe and productive environment for my students. There was also a misrepresentation of the Para-professional support I would have in the classroom. I discussed some of these items with union representative, Jennifer Barry, when she contacted me after I invoked my Weingarten rights. There were a few exchanges of e-mails between myself, Jennifer and various administration. I then learned from Jennifer that I could not be represented by the union. I did not know how to proceed and navigate my situation, I also did not want to be coerced into signing a resignation letter that was eventually written for me by the administration

(Christina/Monica). (I have retained all text messages and e-mails).

*In regards to my Weingarten rights and union support, I was not presented in a timely matter by SJCOE with documents to join the union upon hire. Upon invoking my Weingarten rights, Jennifer Barry the union representative contacted me regarding the meeting with Christina and Monica. During our conversation Jennifer said that she would refer me to "legal" because they can force SJCOE to give me a contract for the 2022-2023 school year because they did not meet "the March deadline" to inform me that I would not be reelected. Attached to the Non-Reelection letter that I was given by HR, was a copy of Ed Code 44929.21, which did not seem to match what Jennifer stated about the March deadline so I was a bit confused. Jennifer asked for copies of new hire documents so I took pictures of contract documents with my phone and text them to her. Later, Jennifer text me to let me know that "legal" said because I was not a dues paying union member they could not represent me. I told Jennifer that at my new hire orientation there were no union documents presented to me to join the union or to have union dues deducted from my paycheck. At my new hire orientation I was told by Priscilla Fernandez that a union representative would contact me. I was never given the paperwork to join even after inquiring about it with HR more than once. Also I was

under the assumption that I was automatically covered by the union because the 2021-2022 Teacher Salary Schedule states, "Employees paid on this Salary Schedule are represented by San Joaquin Educators Association-California Teachers Association" (enclosed). Also, the Edjoin job description posted on 8/17/2021 states, "This position is represented by the California Teachers Association" (enclosed). After all the confusion I asked Jennifer to have the CTA representative contact me. Jennifer said she would have Gina Parish contact me. I never heard from Gina and or Jennifer from then on. No one from the union had contacted me and Jennifer did not respond to the last texts and email messages that I sent to her on 5/17/2022 (enclosed). Jennifer advise me that it was my choice whether to go back to the classroom and finish out the remainder of the school year but with the breakdown in communication, my questions and concerns about the conditions of the classroom as well as questions regarding the teaching contract were left unanswered.

*In regards to the extenuating circumstance, There were many extenuating circumstances that were happening in the classroom which guided my decision to not return to the classroom. All of which my immediate supervisor, Shelley Garrett (previously Rowena Fairbanks) was aware of because throughout the four months I was employed I made almost daily requests for classroom support. I was

constantly calling and e-mailing Teresa and Kelley at HR for substitute para-professionals due to the high absence rate of the existing para professionals on a daily basis, and absences due to COVID quarantining. I was supposed to have four para professionals but most days had only two for a moderate/severe Autism classroom of about 11 children, some of which needed one-on-one attention to keep them safe and engaged. Also I had put in multiple requests through the Help Desk system, to repair or replace my classroom phone because it did not work properly so I was having to use my personal cell phone to call parents and make other phone calls throughout the day as needed. I could not even use the teacher next door, Mona Pentoja's, phone because her classroom phone did not work either. There was also a cockroach problem of which I also put in a request through the Help Desk system to have something done about it. These were the daily issues I confronted but there were many others.

*Lastly, in regards to the contract for the 2021-2022 school year, in which I thought I was working under, I was not presented with it in a timely manner. When I did receive it sometime in April I did not sign and submit it to HR, which put me in the position of being employed under a contract without a definitive term. (enclosed are unassigned contract as well as other documents with differing dates, that came along with it by US Mail in April). I felt that the implied basic

expectations of an employee contract to include properly working equipment, sufficient Para-professional support and a hygienic environment had not been met. Fearing for my credential and my livelihood and without union support I consulted with a friend, who is a lawyer, about my situation. The takeaway from the discussion led me to inform the County Superintendent of Schools, Troy A. Brown, in writing about a few details of my situation. (enclosed are a copy of the letter and his e-mail response)

Had I been given a contract for the 2022-2023 school year I would have accepted it even with all the issues because I felt I had laid down the foundation for making things better for the students and adults in that classroom by not being complaisant. All complaints made by email, request via Help Desk, as well as my phone records can all be verified. I may even have gone back to the classroom had my concerns been addresses in a timely manner.

*This letter of explanation is not exhaustive of everything that occurred the situation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*In closing I am requesting in writing that the Committee provide me a [sic] with a copy of the information in my file that constitutes the basis of the allegations under review.

(Grammar, punctuation, and spelling original.)

21. The Committee held a meeting from December 14 through 16, 2022, to discuss its investigation, after which it determined probable cause existed to recommend that the Commission suspend respondent's credentials for 30 days. The Committee notified respondent of its recommendation and advised her of her rights to request reconsideration and/or an administrative hearing challenging the recommendation.

22. Respondent asked the Committee to reconsider its recommendation. She explained, in part, "Even more importantly suspension of my credentials would leave my classroom without a teacher which would 'cause harm to the educational system', and my 'students would be harmed' and 'would have an impact on daily instruction' (current circumstances in aggravation)." If the Committee did not reconsider its recommendation, respondent requested an administrative hearing.

23. Respondent's request for reconsideration was denied "because [she] failed to provide new and relevant information." On August 2, 2023, complainant signed the Accusation solely in her official capacity. The Accusation alleges a single ground for disciplining respondent's credentials: her failure to fulfill her employment contract with SJCOE without good cause.

Respondent's Evidence

EXHIBITS

24. Respondent introduced a copy of Dr. Brown's correspondence notifying her that SJCOE accepted her "letter of resignation effective May 5, 2022." She also produced a copy of her June 14, 2022 email forwarding her letter to Dr. Brown and his

acknowledgment. The letter shared some of her concerns with her former working conditions and concluded, "Since I was not employed under a contract with a definitive term, any negative report to the California Commission on Teacher Credentialing would be defamatory and I will pursue legal action."

TESTIMONY

25. Respondent testified consistently with her emails to SJCOE and written response to the Committee. Additionally, she argued the Commission has no jurisdiction to suspend her credentials for more than 30 days because that was all the Committee recommended. She further argued she was not employed under an "official" contract because she never signed the one sent her, and she did not "officially" resign from SJCOE because she never signed the document acknowledging her resignation that SCOE sent her.

Analysis

CAUSE FOR DISCIPLINE

26. The clear and convincing evidence established that on December 14, 2021, respondent accepted SJCOE's offer of employment as a teacher in the Special Education Department, commencing January 3, 2022. The employment contract provided to respondent three months later clarified her employment was for the remainder of the 2021/2022 school year.

27. On May 4, 2022, respondent was given notice of her non-reelection as a teacher for the 2022/2023 school year. Dr. Brown's notice specified her "employment with the San Joaquin County Office of Education will be terminated at the end of [her] contract, May 27, 2022." During the meeting at which Ms. Torres-Peters notified

respondent of her non-reelection, she also explained respondent was “expected to fulfill the term of [her] contract through May 27, 2022.”

28. Nonetheless, respondent abandoned her position when she sent Ms. Christensen and Ms. Garrett an email explaining “that I have decided that [May 4, 2022] is my last day working for SJCOE.” Ms. Torres-Peters provided respondent numerous opportunities to withdraw her letter of resignation and fulfill her remaining duties under her employment contract, but she refused absent SJCOE offering her an employment contract for the 2022/2023 school year. Dr. Brown begrudgingly accepted respondent’s letter of resignation effective May 5, 2022.

29. There was no evidence respondent accepted SJCOE’s offer of employment conditioned on her: (1) becoming a member of the teachers’ union; (2) being provided a certain level of paraprofessional support in the classroom; or (3) being provided a certain classroom environment. Additionally, her failure to apply for union membership and pay monthly dues, the shortage of paraprofessionals during the COVID-19 pandemic, and her classroom environment did not constitute good cause for abandoning her students and leaving them without a regular teacher with more than three weeks remaining in the 2021/2022 school year. Further, any contention that respondent’s working conditions were so poor as to constitute good cause for breaching her contract was belied by her offer to return to the classroom if offered employment for the 2022/2023 school year.

30. Respondent’s argument that she did not “officially” resign from SJCOE because she did not sign the document confirming her resignation SJCOE had sent was nonsensical. She explained to the Committee, “[M]y last day of work at SJCOE was on May 4th” and “I informed my supervisor that I would not be returning to the classroom.” Similarly, SJCOE’s belated presentation of respondent’s employment

contract and her refusal to sign it were inconsequential. Respondent accepted SJCOE's job offer on December 14, 2021. She began working January 3, 2022.

FITNESS TO TEACH

31. The Commission may take adverse action against a credential only when the underlying conduct demonstrates an unfitness to teach. (See *Broney v. Cal. Com. on Teacher Credentialing* (2010) 184 Cal.App.4th 462, 473.) The California Supreme Court has delineated factors for determining whether misconduct demonstrates an unfitness to teach. (See *Morrison v. State Bd. of Education* (1969) 1 Cal.3d 214, 229–230 [analyzing former Ed. Code, § 13202, predecessor to Ed. Code, § 44421].) The Commission adopted the *Morrison* factors by enacting California Code of Regulations, title 5, section 80302. "Only the pertinent *Morrison* factors need to be analyzed." (*Broney, supra*, 184 Cal.App.4th at p. 476.)

Likelihood of Adverse Effect

32. Respondent abandoned her job with more than three weeks remaining in the 2021/2022 school year. By doing so, she failed some of society's most vulnerable students, those with severe disabilities, including Autism Spectrum Disorder. Though SJCOE likely found a substitute teacher, or multiple ones, to take respondent's place in the classroom, she deprived her students of the familiarity and rapport they had developed with each other over more than four months. Respondent's abandonment of her students likely had an adverse impact on them. (Cal. Code Regs., tit. 5, § 80302, subd. (a)(1) [likelihood of adverse effect on student is a factor for evaluating fitness to teach]; see *Broney, supra*, 184 Cal.App.4th at p. 477 [the applicable *Morrison* criterion analyzes the likelihood of, not the actual, adverse impact].)

Proximity or Remoteness in Time

33. “The proximity or remoteness in time of the conduct” in question is another factor for evaluating respondent’s fitness to teach. (Cal. Code Regs., tit. 5, § 80302, subd. (a)(2).) Respondent abandoned her job with SJCOE during the 2021/2022 school year, only two years ago. (*Broney, supra*, 184 Cal.App.4th at p. 477 [misconduct that occurred six years before the administrative hearing “was not remote in time”].)

Praiseworthiness or Blameworthiness

34. “The praiseworthiness or blameworthiness of the motives resulting in the conduct” is another factor for evaluating respondent’s fitness to teach. (Cal. Code Regs., tit. 5, § 80302, subd. (a)(5).) Although respondent denied abandoning her job, she attributed her misconduct to general job dissatisfaction. But regardless of her working conditions, she was not justified in abandoning her students with special needs.

Likelihood of Recurrence

35. The likelihood respondent will engage in similar misconduct is another factor for evaluating her fitness to teach. (Cal. Code Regs., tit. 5, § 80302, subd. (a)(6).) Respondent demonstrated no insight into her misconduct. She claimed she did not abandon her job because she never worked under an “official” contract and she did not “officially” resign from SJCOE. Such claims were belied by the credible evidence establishing otherwise.

36. Additionally, respondent argued to the Committee, “Even more importantly suspension of my credentials would leave my classroom without a teacher

which would 'cause harm to the educational system', and my 'students would be harmed' and 'would have an impact on daily instruction.'" She did not consider the fact that abandoning her job would have the same effects.

37. In sum, respondent's conduct and attitude demonstrated there is a great likelihood of recurrence. (See *Seide v. Com. of Bar Examiners of the State Bar of Cal.* (1989) 49 Cal.3d 933, 940 ["Fully acknowledging the wrongfulness of his actions is an essential step towards rehabilitation"]; see also *Singh v. Davi* (2012) 211 Cal.App.4th 141, 149 [describing a change in attitude as "[a]rguably the most important in predicting future conduct . . ."].)

Adverse Impact or Chilling Effect

38. "The extent to which disciplinary action may inflict an adverse impact or chilling effect upon the constitutional rights of the person involved, or other certified persons," is another factor for evaluating respondent's fitness to teach. (Cal. Code Regs., tit. 5, § 80302, subd. (a)(7).) A public school teacher has no constitutional right to employment, and her conduct is subject to reasonable supervision and restriction to ensure it does not negatively impact her performance or the teaching profession. (*Bd. of Education of the City of Los Angeles v. Swan* (1953) 41 Cal.2d 546, 556, overruled on different grounds by *Bekiaris v. Bd. of Education of the City of Modesto* (1972) 6 Cal.3d 575, 587, fn. 7 [the executive power to hire and fire is not absolute].) Disciplining a teacher's credentials because she abandoned her special needs students with more than three weeks remaining in the school year would not adversely impact or have a chilling effect on her constitutional rights.

LEGAL CONCLUSIONS

Applicable Burden/Standard of Proof

1. Complainant has the burden of proving the grounds for discipline alleged in the Accusation by clear and convincing evidence to a reasonable certainty. (*Daniels v. Dept. of Motor Vehicles* (1983) 33 Cal.3d 532, 536 [an administrative agency seeking to discipline a license has the burden of proving the grounds for discipline alleged in the accusation]; see *Gardner v. Com. on Professional Competence* (1985) 164 Cal.App.3d 1036, 1039–1040 [recognizing that the clear and convincing evidence standard applies to disciplining a teaching credential].) “The courts have defined clear and convincing evidence as evidence which is so clear as to leave no substantial doubt and as sufficiently strong to command the unhesitating assent of every reasonable mind [citations]. It has been said that a preponderance calls for probability, while clear and convincing proof demands a *high probability* [citations].” (*In re Terry D.* (1978) 83 Cal.App.3d 890, 899; italics original.)

Applicable Law

EMPLOYMENT OF CERTIFICATED EMPLOYEES

2. A certificated employee is either “permanent” or “probationary.” (*Fischer v. Los Angeles Unified School Dist.* (1999) 70 Cal.App.4th 87, 93.) Permanent employees have tenure and may be dismissed only for cause after a hearing. (*Ibid.*) “Probationary teachers have no vested right to be rehired for the next school year.” (*Id.*, at p. 94.) Except for separations from employment not relevant here, a probationary employee may be non-reelected for the following school year for “any lawful reason regardless of the sufficiency of the cause.” (*Ibid.*; *Bellflower Education Assn., CTA/NEA v.*

Bellflower Unified School Dist. (1991) 228 Cal.App.3d 805, 808 ["Probationary employees may be nonreelected without any showing of cause, without any statement of reasons, and without any right of appeal or administrative redress".])

3. A certificated employee who obtained probationary status during the 1983/1984 school year or later and worked for the school district "for two complete consecutive school years in a position or positions requiring certification qualifications" becomes a permanent employee of the district at the beginning of the third if reelected for that year "to a position requiring certification qualifications." (Ed. Code, § 44929.21, subd. (b).) Such employee must be notified of her reelection or non-reelection to a position or positions requiring certification qualifications "on or before March 15 of the employee's second complete consecutive school year of employment by the district" in such a position or positions. (*Ibid.*) If such notice is not provided, "the employee shall be deemed reelected for the next succeeding school year." (*Ibid.*)

4. The 2021/2022 school year was respondent's first year as a certificated employee of SJCOE. She never had a second. SJCOE had "complete discretion" regarding her reelection or non-reelection for the 2022/2023 school year. (*Summerfield v. Windsor Unified School Dist.* (2002) 95 Cal.App.4th 1026, 1029.) The decision to non-reelect respondent was not required to be supported by a showing of good cause or a statement of reasons, and she was not entitled to appeal the decision. (*Ibid.*)

THE COMMISSION'S DISCIPLINARY PROCEDURES

5. Every potential ground for disciplining a credential must be presented to the Committee for review. (Ed. Code, § 44242.5, subd. (a).) The Commission appoints the members of the Committee. (Ed. Code, § 44240, subd. (a).) "The [C]ommission may

assign to the Committee of Credentials administrative duties as it may see fit relating to adverse actions concerning . . . credential holders.” (Ed. Code, § 44243, subd. (a).)

6. The Committee may initiate a formal review upon receipt of notice that a credential holder failed to honor an employment contract without good cause. (Ed. Code, § 44242.5 subds. (b)(5) & (d)(5).) The Committee must give the credential holder at least 30 days advance notice of any formal review. (Ed. Code, § 44244, subd. (a).) The notice must include: (1) the specific allegations of misconduct, underlying factual basis, and statutes and/or regulations purportedly violated; and (2) a warning that “the allegations, if true, are sufficient to cause . . . her . . . credential to be subject to adverse action.” (*Ibid.*)

7. When a formal review is initiated, the Committee “shall investigate all alleged misconduct and the circumstances in mitigation and aggravation.” (Ed. Code, § 44242.5, subd. (c).) The investigation must include: (1) evaluation of the credential holder’s fitness to perform the duties authorized by her credential; (2) a written summary of the uncontested and contested facts, factors in aggravation or mitigation, and applicable law; and (3) a determination of the existence or nonexistence of probable cause to discipline the credential. (*Id.*, subd. (c)(1)–(3), see Ed. Code, § 44244, subd. (b)(1).) If the Committee concludes no probable cause exists, the investigation shall be terminated. (*Id.*, subd. (c)(3)(A).) If it concludes probable cause does exist and the credential holder challenges the conclusion, “the [C]ommission shall initiate an adjudicatory hearing . . . by filing an accusation.” (*Id.*, subd. (c)(3)(B).)

8. “Upon completion of its investigation, the [C]ommittee shall report its actions and recommendations to the [C]ommission, including its findings as to probable cause, and if probable cause exists, its recommendations as to the appropriate adverse action.” (Ed. Code, § 44242.5, subd. (e)(1), see Ed. Code, § 44244,

subd. (d).) The Committee's recommendation must be provided to the credential holder, along with any appeal rights she has. (Ed. Code, § 44244, subd. (d).) If the credential holder timely files an appeal, "the administrative hearing is a trial de novo." (Cal. Code Regs., tit. 5, § 80317.)

9. The Commission may adopt the Committee's recommendation to take adverse action "without further proceedings if, after service of notice of the [C]ommittee recommendation pursuant to Section 44244, the credential holder . . . fails to give notice of intent to request an administrative hearing or if . . . she gives notice of intent not to request an administrative hearing within 30 days." (Ed. Code, § 44244.1, subd. (a)(1).)

10. SJCOE notified the Committee that respondent abandoned her employment contract without good cause. The Committee initiated a formal investigation pursuant to Education Code section 44242.5, subdivisions (b)(5) and (c)(5). The Committee subsequently voted to recommend to the Commission that cause existed to suspend respondent's credentials for 30 days. Respondent was notified of the recommendation and requested an administrative hearing challenging it. The Commission's discipline is not limited to only suspending respondent's credentials for 30 days. (Cal. Code Regs., tit. 5, § 80317 ["The administrative hearing is a trial de novo"].)

CAUSE FOR DISCIPLINE

11. Education Code section 44420 authorizes discipline of a credential as follows:

(a) If any person employed by a school district in a position requiring certification qualifications refuses, without good

cause, to fulfill a valid contract of employment with the district or leave the service of the district without the consent of the superintendent, if any, or the governing board, of the district except in the manner provided for by law, the commission may, after proof of this fact is made to it, take an adverse action on the credential holder but may not suspend the credential for more than one year or revoke the credential.

[11] . . . [11]

(c) The [C]ommission shall investigate allegations brought under this section in accordance with Section 44242.5.

Conclusion


12. Respondent abandoned her job with SJCOE on May 4, 2022, when she notified Ms. Christenson and Ms. Garrett she would not be returning to the classroom. She did not have good cause for refusing to return to the classroom. Therefore, she violated Education Code section 44920, subdivision (a), by refusing to fulfill her employment contract with SJCOE.

13. Respondent's job abandonment demonstrates her unfitness to teach. She produced no credible evidence otherwise. To the contrary, at hearing she continued to show a lack of true appreciation for the impact her decision had on some of society's most vulnerable students. Therefore, the only appropriate discipline is a one-year suspension of all her credentials.

ORDER

Respondent Rebecca Plaud's clear education specialist instruction credential, child development site supervisor permit, and all other credentials, certificates, and authorizations the Commission on Teacher Credentialing issued her are SUSPENDED for one year beginning the effective date of this Decision.

DATE: April 22, 2024


Coren D. Wong (Apr 22, 2024 09:52 PDT)

COREN D. WONG

Administrative Law Judge

Office of Administrative Hearings