

BEFORE THE
COMMISSION ON PROFESSIONAL COMPETENCE
MORENO VALLEY UNIFIED SCHOOL DISTRICT

In the Matter of the Accusation Against:

RICHARD BRIGHT,

A Permanent Certificated Employee,

Respondent.

OAH No. 2011061262

**DECISION OF THE
COMMISSION ON PROFESSIONAL COMPETENCE**

On July 5, 2012, a Commission on Professional Competence heard this matter in Moreno Valley, California. The Commission included James Ahler, Oscar A. Felix, and Hank Montelongo.

Christopher D. Keeler, Attorney at Law, represented complainant, Henry Voros, Assistant Superintendent of Human Resources, Moreno Valley Unified School District, Riverside County, State of California.

Respondent, Richard Bright, briefly appeared on his own behalf to argue his motion for a continuance, and then left the proceeding when that motion was denied.

On July 5, 2012, the matter was submitted.

PRELIMINARY STATEMENT

The Moreno Valley Unified School District employed Richard Bright as a school counselor at Vista Heights Middle School.

A preponderance of the evidence established that in December 2010, Mr. Bright obtained a \$250 check payable to Eric Jackson, forged Eric Jackson's signature on the back of the check, deposited the check into his bank account, and thereafter told other school employees that he maintained possession of the check when, in fact, he had deposited the check into his own account.

A dismissal accusation charged Mr. Bright with dishonesty and immoral conduct and requested that Mr. Bright's termination from employment with the district be affirmed.

Based on a preponderance of the evidence and the application of relevant *Morrison* factors, the Commission on Professional Competence concludes that Mr. Bright engaged in dishonesty and immoral conduct, that Mr. Bright is unfit to serve as a school counselor or as a teacher, and that his employment with the Moreno Valley Unified School District should be terminated.

FACTUAL FINDINGS

Respondent's Employment with the District

1. At all times relevant to this matter, the Moreno Valley Unified School District (the district) employed Richard Bright as a school counselor at Vista Heights Middle School (VHMS). By reason of his employment, Mr. Bright held a pupil personnel services (PPS) credential.

The Forgery Incident

2. In the 2010-2011 school year, Kim Williams, a 6th grade teacher, was VHMS' faculty advisor for Club Live, a student organization that was responsible for providing entertainment for Red Ribbon Week. Ms. Williams wanted to have a band perform at the Red Ribbon assembly. Mr. Bright learned of Club Live's need for a band and told Ms. Williams that he would arrange for a performer.

Mr. Bright contacted Eric Jackson, who agreed to provide a band to perform for one hour at the Red Ribbon Week assembly. Mr. Jackson later met with Ms. Williams. Mr. Jackson and Ms. Williams agreed upon a fee of \$500 for the performance, which was to last an hour and was to include musicians in addition to Mr. Jackson.

On October 28, 2010, Mr. Jackson performed at the Red Ribbon assembly by himself. He lip-synched to a CD. He did not provide a band. The performance was substandard and Ms. Williams was very unhappy. She decided that Mr. Jackson was not entitled to receive payment of the \$500 to which they had agreed, but that it would be appropriate for Mr. Jackson to receive a lesser fee of \$250. She discussed the matter with Mr. Bright, who told Ms. Williams that he would let Mr. Jackson know that the \$500 fee for the performance had been reduced. Ms. Williams thereafter obtained approval for the issuance of a \$250 check from the district in Mr. Jackson's name.

On November 23, 2010, after receiving appropriate documentation, Deborah Bowman, an accountant with the district, prepared a \$250 check that was made payable to Eric Jackson. Ms. Bowman provided the check to VHMS for delivery to Mr. Jackson. Mr. Bright came into possession of the \$250 check.

On January 14, 2011, Mr. Jackson contacted Ms. Williams and told her that he had not been paid and that Ms. Bowman had told him that a check had been issued in his name. Ms. Williams was surprised. She called Mr. Bright to find out what he knew about the

matter. Mr. Bright said he still maintained possession of the \$250 check. This statement was untrue. In fact, Mr. Bright had forged Mr. Jackson's signature on the back of the check and he had deposited the forged check into his bank account at School First Federal Credit Union on December 13, 2010.

On January 18, 2011, Mark Hasson, VHMS' Principal learned that Mr. Jackson had not been paid and that the district's check written in Mr. Jackson's name had been cashed. Principal Hasson conducted an investigation in which he contacted various district employees, the district's accounting office, the Bank of America, the district's human relations office, School First Federal Credit Union, and law enforcement.

3. On January 21, 2011, Principal Hasson received an email from email address "[REDACTED]jackson@yahoo.com" in which the email's author represented that he never spoke with Mr. Bright about a check and never possessed a check. The email also stated, "I have been offered the \$250 cash by Mr. Bright through a mutual friend twice. I turned it down."

While the hearsay matters in the email were not established as true, the statements helped Principal Hasson in pursuing the investigation.

4. Detective Manolo Milian investigated on behalf of the Riverside County Sheriff's Office. Detective Milian reviewed the December 13, 2010, surveillance tape at the School First Federal Credit Union ATM machine where the forged check was deposited into Mr. Bright's account and identified Mr. Bright as the person who deposited the check.

Detective Milian interviewed Mr. Jackson, obtained specimens of Mr. Jackson's signature, and concluded that the signature on the back of the \$250 check payable to Mr. Jackson was not Mr. Jackson's signature and that "it was not even close."

5. Ms. Williams testified that in mid-November 2010, Mr. Bright told her that he spoke with Mr. Jackson's grandmother at a dinner party, that the grandmother told him that Mr. Jackson badly needed money, and that Mr. Bright withdrew \$400 in cash from an ATM machine and gave it to the grandmother. Ms. Williams testified that when she asked Mr. Bright how he planned to get his money back, Mr. Bright said he would have Mr. Jackson cash the check for his performance and get the money back from Mr. Jackson.

In January 2011, when Ms. Williams learned that Mr. Jackson had not been paid for the performance, she asked Mr. Bright if he received any money back from the grandmother or Mr. Jackson. Mr. Bright said "No," and told her that he would speak with Mr. Jackson. Later that day Mr. Bright told Ms. Williams that he was going to obtain a statement from the grandmother that verified her receipt of \$400 in cash from Mr. Bright. Mr. Bright told Ms. Williams on January 14, 2011, that he had not had time to deliver the check to Mr. Jackson.

6. On January 23, 2011, Mr. Bright left a document on Ms. Williams' desk while she was teaching a middle school class. The document was entitled "Payment" and it bore the purported signatures of Eric Jackson and Richard Bright. The document stated:

I, Eric Jackson, have received payment of \$500 in (cash) as full and complete payment for my performance at the Red Ribbon Week Rally at Vista Heights Middle School that took place on Thursday, October 23, 2010. I no longer hold Mr. Bright responsible for any confusion brought forth as a result of late payment and this letter puts Mr. Bright in good standing. No further payment to me is expected by any other party involved including but not limited to Vista Heights Middle School and related School District. I received cash.

This letter is to clear Mr. Bright of any negligence or wrongdoing, but this letter is not an admission of guilt on my part. Payment was made on 1/23/2010 by Mr. Richard Bright only as a result of a special arrangement made between Mr. Bright and myself. As of 1/23/2010, I don't wish to continue any further business with Mr. Bright or Vista Heights Middle School staff due to the confusion surrounding my performance and payment. But I do sincerely appreciate the opportunity to be a part of an event that was apparently dear to the staff and students' hearts and I am truly grateful to share that day with you. [Various grammatical errors and misspellings were corrected to assist in reviewing this document.]

7. Ms. Williams felt betrayed. She no longer trusts Mr. Bright. He deposited a forged check into his account and lied to her about it. As a result of the forgery and deposit of the forged check, Mr. Bright made Ms. Williams appear irresponsible, and the heightened scrutiny she has been under since then is disturbing and undeserved.

Principal Hasson testified that Mr. Bright's misconduct represents a huge concern to the middle school and to the district outside of its criminal ramifications. In his position as school counselor, Mr. Bright exercised a tremendous amount of autonomy. He was the district's point person in dealing with students on highly sensitive matters, such as matters involving conflict resolution and child abuse, and the district reasonably expects Mr. Bright to exercise good judgment and to be truthful in all his affairs. He lied about what he did to a colleague and frustrated an investigation. His misconduct has brought his judgment, honesty, and willingness to comply with school regulations and procedures into question.

Assistant Superintendent Voros believed that Mr. Bright acted in a dishonest manner causing the district to lack confidence in Mr. Bright's ability to carry out his professional responsibilities. In order to benefit himself, Mr. Bright improperly mixed a personal matter with his professional position and responsibilities. Mr. Bright never explained himself and offered no evidence in mitigation or rehabilitation.

The District's Response

8. The matter of the forged check ultimately came to Assistant Superintendent Voros' attention. In February 2011, Mr. Bright was placed on paid administrative leave pending further investigation. The personnel matter was complicated by law enforcement's investigation, which prevented Assistant Superintendent Voros from immediately interviewing Mr. Bright.

By letter dated April 1, 2011, Assistant Superintendent Voros directed Mr. Bright to appear at his office on April 11, 2011, to discuss Mr. Bright's "alleged misconduct." Mr. Voros advised Mr. Bright that he was entitled to be accompanied by a representative of his choosing.

Mr. Bright appeared on April 11, 2011, as directed. He was accompanied by an "advocate" who was unknown to Assistant Superintendent Voros. The advocate was not a union representative and was not an attorney. The advocate told Assistant Superintendent Voros that Mr. Bright would not discuss the incident unless Assistant Superintendent Voros guaranteed that there would not be a criminal prosecution. Assistant Superintendent Voros' told the advocate and Mr. Bright that he could not speak for the District Attorney's Office. Mr. Bright and the advocate left the office.

By letter dated May 6, 2011, which was personally delivered upon Mr. Bright, Assistant Superintendent Voros advised Mr. Bright that the district's options included an immediate suspension and a dismissal action. Assistant Superintendent Voros advised that before he made a final decision, he wanted to meet with Mr. Bright and hear his side of the story. Assistant Superintendent recommended that Mr. Bright take the opportunity to discuss the matter. Mr. Voros scheduled a pre-disciplinary (*Skelly*) hearing for May 9, 2011. Mr. Bright was invited to attend that hearing and to be represented.

Mr. Bright attended the meeting on May 9, 2011. He was accompanied by Ann Adler, a California Teachers Association (CTA) representative. Ms. Adler advised Assistant Superintendent Voros that Mr. Bright would not respond to any questions and that the matter was going to be referred to Attorney Ronald G. Skipper.

On May 10, 2011, the district's governing board directed Assistant Superintendent Voros to proceed with the notice of immediate suspension and dismissal. By letter dated May 11, 2011, Assistant Superintendent Voros advised Mr. Bright of the board's decision.

Jurisdictional Matters

9. On May 11, 2011, the district served Mr. Bright with a notice of intent to immediately suspend and to dismiss and a statement of charges. On June 2, 2011, Mr. Bright, through Ronald G. Skipper, his (then) attorney, demanded a hearing.

On June 15, 2011, Assistant Superintendent Voros signed a Dismissal Accusation. The accusation and other required documents were served on Mr. Bright and his attorney. A notice of defense dated June 27, 2011, was filed.

On June 28, 2011, the parties, through counsel, signed a stipulation waiving the requirement that a hearing be commenced within 60 days of the demand for a hearing and agreed to continue the hearing to a mutually convenient date.

A two-day hearing was set to commence on November 8, 2011. That hearing date was continued by stipulation to January 19-20, 2012. The parties thereafter agreed to continue the two-day hearing to commence on July 5, 2012.

Mr. Bright terminated Mr. Skipper's services in January 2012.

On June 18, 2012, complainant filed a motion to continue the hearing on the grounds that complainant's appointee was unavailable, because Mr. Bright's appointee to the commission did not possess a pupil personnel services credential, because Mr. Bright was unrepresented, and because Mr. Bright was not communicating with complainant's counsel.

On June 25, 2012, complainant withdrew its motion for a continuance and waived its objection to respondent's appointee's credentialed status. Complainant asserted that the withdrawal of Mr. Skipper as counsel was a matter for respondent to address.

On June 26, 2012, Administrative Law Judge Robert Walker retrieved a voice mail message (VMM) from respondent in which respondent sought a continuance. ALJ Walker directed respondent to make arrangements for a conference call to discuss the grounds for the request for continuance. Complainant's counsel was notified of the request for a continuance and the need to convene a telephonic conference. However, respondent failed to cooperate in convening a telephone conference call. ALJ Walker immediately issued an order "denying respondent's motion for a continuance."

On July 2, 2012, respondent left a VMM with ALJ Walker in which he claimed confusion regarding ALJ Walker's order.

Presiding Administrative Law Judge Alan Alvord reassigned the hearing to Administrative Law Judge James Ahler. The reassignment was duly posted on the Office of Administrative Hearings website.

In the early morning hours of July 5, 2012, Mr. Bright sent a fax to ALJ Walker (with a copy to counsel for complainant) advising that he would not appear at the hearing set for July 5, 2012, because he presumed the matter had been continued, because he had not received ALJ Walker's VMM, because he was awaiting a response from CTA concerning CTA's replacement of Attorney Skipper, because Mr. Skipper had not provided him with any discovery, and that there was confusion and misunderstandings. A June 25, 2012, letter from CTA denying respondent's request for legal and financial assistance was attached, as was respondent's letter to Mr. Skipper dated May 30, 2012, in which respondent acknowledged

that he was no longer represented by Mr. Skipper and in which he made various demands. At 8:00 a.m. on July 5, 2012, ALJ Ahler received these documents.

At 10:00 a.m. on July 5, 2012, the matter was called to order. All members of the Commission were present, as was complainant's counsel. Mr. Bright was not present and was not represented. ALJ Ahler telephoned Mr. Bright and advised him that his motion for a continuance would be considered that morning. Mr. Bright, who answered the phone, accepted the opportunity to appear and argue the motion for a continuance.

The motion to continue was argued at 11:15 a.m. before ALJ Ahler outside the presence of the other panel members. Mr. Bright argued that he never intended to represent himself and that he was seeking a continuance to obtain counsel. Counsel for complainant argued that Mr. Bright had not had counsel since mid-January 2012, that five months was more than enough time to retain counsel, that complainant's witnesses had been subpoenaed and were prepared to testify, and that respondent had not established good cause to support the motion for a continuance.

ALJ Ahler found that respondent had not established good cause and denied the motion for a continuance.¹

After the motion for a continuance was denied, Mr. Bright announced that he did not plan to proceed by representing himself. The administrative law judge advised Mr. Bright of

¹ Government Code section 11524, subdivision (a), provides: "The agency may grant continuances. When an administrative law judge of the Office of Administrative Hearings has been assigned to the hearing, no continuance may be granted except by him or her or by the administrative law judge in charge of the appropriate regional office of the Office of Administrative Hearings, for good cause shown." This provision vests an administrative law judge with authority to grant a continuance upon a showing of good cause. In exercising the power to grant continuances, an administrative law judge must be guided by the same principles applicable to continuances generally in adjudicative settings. In this respect the litany must be that continuances be granted sparingly, nay grudgingly, and then only on a proper and adequate showing of good cause. In general, a continuance for a short and certain time is less objectionable than a continuance for a long and uncertain time, and obviously there must be a substantial showing of necessity to support a continuance into the indefinite future. (*Arnett v. Office of Admin. Hearings* (1996) 49 Cal.App.4th 332, 342-343.)

A trial court properly denied a party's motion for a continuance where there was no noticed motion; the matter was raised on the date set for trial; the motion was not made promptly upon the necessity for the continuance being ascertained; there was no showing concerning when the attorney of record for the moving party had indicated to his client a wish to withdraw; there was no showing whether defendant used due diligence to obtain a new attorney; and that the case had been pending for a considerable period of time and the party opposing the continuance was ready to proceed. (*County of San Bernardino v. Doria Mining & Engineering Corp.* (1977) 72 Cal.App.3d 776, 783.)

his right to see and hear all of the evidence that complainant might present, that he had the opportunity to cross-examine witnesses and to object to evidence, and that he had the right to produce testimony and other evidence and argument on his own behalf. The administrative law judge advised Mr. Bright that if he were to leave, the hearing would proceed in his absence, and the administrative law judge recommended that Mr. Bright stay and participate. Mr. Bright declined that invitation and left the hearing room.

Thereafter, complainant gave an opening statement; sworn testimony was received; documentary evidence was produced; official notice was taken; a closing argument was given; the record was closed; the matter was submitted; and the commission met in executive session to reach a decision.

Evaluation

10. The district employed Mr. Bright as a school counselor at VHMS, a position that required Mr. Bright to exercise good judgment and be trustworthy. Mr. Bright forged Eric Jackson's signature on the back of a check and on December 13, 2010, Mr. Bright deposited the forged check into his account at School First Federal Credit Union. When Mr. Bright was asked by a colleague if he still possessed the \$250 check, he falsely represented that he still possessed that check. Mr. Bright offered explanations and documentation to Ms. Williams in an effort to show that some type of financial arrangement existed between Mr. Bright, Mr. Jackson, and Mr. Jackson's grandmother, presumably to avoid the consequences of his wrongdoing. No one but Mr. Bright could explain what actually occurred, and Mr. Bright failed to offer any explanation to Assistant Superintendent Voros and declined to offer an explanation during this proceeding.

Mr. Bright's misconduct adversely significantly affected his colleagues, supervisor, and administrators. The misconduct was recent and Mr. Bright's refusal to provide any explanation for his misconduct is continuing. Mr. Bright holds a PPS credential, which requires the credential holder to interact with students, parents, teachers, and others, and to exercise good judgment and honesty in all of his dealings. The circumstances established in this matter were aggravating; if there were extenuating or mitigating circumstances, Mr. Bright had the burden of establishing those matters. Mr. Bright forged and cashed a check made out to another person to benefit himself. The misconduct involved several different acts, the forgery, the cashing of the check, the lying about the check to Ms. Williams, the production of a document designed to absolve Mr. Bright of any wrongdoing, and the refusal to cooperate with the district concerning the matter. No rehabilitation was established and in the absence of such a showing, it cannot be concluded that there is no likelihood of reoccurrence. Disciplinary action will not have an adverse impact or chilling effect upon Mr. Bright's constitutional rights or the constitutional rights of other teachers.

A preponderance of the evidence established that Mr. Bright engaged in immoral conduct and dishonesty by forging the signature of another on a check, by depositing the forged check into his account, and by misrepresenting to a colleague what had occurred. Mr. Bright's misconduct established that he is unfit to continue providing service with the district. The termination of his employment is affirmed.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. The standard of proof in a teacher dismissal proceeding is a preponderance of the evidence. (*Gardner v. Commission on Professional Competence* (1985) 164 Cal.App.3d 1035, 1039-1040.)

A party required to prove something by a preponderance of the evidence need prove only that it is more likely to be true than not true. This simply means that the evidence on one side outweighs, preponderates over, and is more than the evidence on the other side. In other words, the term “preponderance” refers to evidence that has more convincing force than that opposed to it. (*People ex rel. Brown v. Tri-Union Seafoods, LLC* (2009) 171 Cal.App.4th 1549, 1567.)

Due Process under the Education Code

2. A permanent employee may be dismissed for cause only after a dismissal hearing. (Ed. Code, §§ 44932, 44934, and 44944.) When a school board recommends dismissal for cause, a Commission on Professional Competence may only vote for or against the dismissal; the Commission may not dispose of a charge seeking dismissal by imposing probation or an alternative sanction. (Ed. Code, § 44944, subds. (c)(1)-(3).)

Hearings to determine if a permanent public school teacher should be dismissed are held before a Commission - a three-member administrative tribunal consisting of one credentialed teacher chosen by the school board, a second credentialed teacher chosen by the teacher facing dismissal, and an administrative law judge of the Office of Administrative Hearings who serves as chairperson and a voting member of the commission and who is responsible for assuring that the legal rights of the parties are protected at the hearing. The Commission’s decision is deemed to be the final decision of the district’s governing board. (*California Teachers Ass’n v. State of California* (1999) 20 Cal.4th 327, 331.)

A Commission has broad discretion to determine the issues before it, including whether dismissal is the appropriate sanction. (*Ibid.*, at p. 343.)

When a school board recommends dismissal for cause, the Commission may only vote for or against it. The Commission may not dispose of a charge seeking dismissal by imposing probation or an alternative sanction. (Ed. Code, § 44944, subds. (c)(1)-(3).)

Relevant Statutory Authority

3. Education Code section 44932 provides in part:

(a) No permanent employee shall be dismissed except for one or more of the following causes:

(1) Immoral . . . conduct.

[¶] . . . [¶]

(3) Dishonesty. . . .

Immoral Conduct

4. Education Section 44932, subdivision (a)(1) lists “immoral conduct” as a cause for dismissal. Immoral conduct is not considered in the abstract, but must be considered within the context in which the Legislature considered it; more specifically, the term refers to conduct which is hostile to the welfare of the school community. Its objective is to protect students from corruption. The phrase “immoral conduct” as used the Education Code denotes immoral conduct that renders the teacher unfit to teach. (*Morrison v. State Board of Education* (1969) 1 Cal.3d 214, 224-225.)

The term “immoral” has been defined generally as that which is hostile to the welfare of the general public and contrary to good morals. Immorality has not been confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption. The definition of immoral conduct must be considered in conjunction with the unique position of public school teachers, upon whom are imposed responsibilities and limitations on freedom of action which do not exist in regard to other callings. (*San Diego Unified School Dist. v. Commission on Professional Competence* (2011) 194 Cal.App.4th 1454, 1466.)

Dishonesty

5. The term “dishonesty” seems incapable of exact definition or precise limitation because of the infinite variety of circumstances that affect relationships and affairs of mankind in our society. (*Wayne v. Bureau of Private Investigators and Adjusters, Dept. of Professional and Vocational Standards* (1962) 201 Cal.App.2d 427, 436-437.)

“Dishonesty” necessarily includes the element of bad faith, which means fraud, deception, betrayal, faithlessness. The term denotes an absence of integrity. (*Chodur v. Edmonds* (1985) 174 Cal.App.3d 565, 572-573.) Dishonest conduct may range from the smallest fib to the most flagrant lie. Not every impropriety will constitute immoral or unprofessional conduct, and not every falsehood will constitute “dishonesty” as a ground for discipline. (*Bassett Unified School Dist. v. Commission On Professional Competence* (1988) 201 Cal.App.3d 1444, 1454.)

Forgery inherently involves dishonesty and readiness to lie, and thus involves moral turpitude. (*People v. Flanagan* (1986) 185 Cal.App.3d 764, 771,)

The Morrison Factors

6. In determining whether the teacher's conduct thus indicates unfitness to teach, a board may consider such matters as the likelihood that the conduct may have adversely affected students or fellow teachers; the degree of such adversity anticipated, the proximity or remoteness in time of the conduct; the type of teaching certificate held by the party involved; the extenuating or aggravating circumstances, if any, surrounding the conduct; the praiseworthiness or blameworthiness of the motives resulting in the conduct; the likelihood of the recurrence of the questioned conduct, and the extent to which disciplinary action may inflict an adverse impact or chilling effect upon the constitutional rights of the teacher involved or other teachers. These factors are relevant to the extent that they assist in determining a teacher's fitness to teach, i.e., in determining whether the teacher's future classroom performance and overall impact on his students are likely to meet the board's standards. (*Morrison v. State Board of Education* (1960) 1 Cal.3d 214, 229.)

Only the pertinent Morrison factors need to be analyzed. (*Broney v. California Commission on Teacher Credentialing* (2010) 184 Cal.App.4th 462, 476.)

7. The Commission applied the *Morrison* factors in Factual Finding 10.

Cause Exists to Affirm Mr. Bright's Dismissal from Employment

8. The Commission of Professional Competence unanimously finds by a preponderance of the evidence that cause exists under Education Code section 44932, subdivisions (a)(1) and (a)(3), to dismiss Richard Bright from his employment with the Moreno Valley Unified School District. In the 2010-2011 school year, Mr. Bright, a middle school counselor, came into possession of a check made payable to Eric Jackson; he forged Mr. Jackson's signature on the back of that check; he deposited the forged check into his own account; and he told a colleague that he still possessed the check when, in fact, he had deposited it. Mr. Bright engaged in immoral conduct and dishonesty substantially related to the qualifications, functions and duties of a school district employee. Mr. Bright is unfit to continue providing service with the district. The termination of his employment is affirmed.

Authorization for ALJ to Sign Unanimous Commission Decision

9. The Commission members have agreed that Administrative Law Judge James Ahler may sign this Decision on behalf of Commission members Oscar A. Felix, Assistant Principal, Oceanside Unified School District, and Hank Montelongo, Language Arts Teacher/SAEA Intermediate Segment Director, Santa Ana Unified School District

DISPOSITION

Richard Bright shall be dismissed from his employment with the Moreno Valley Unified School District.

DATED: July 30, 2012

JAMES AHLER
Administrative Law Judge,
Office of Administrative Hearings
On behalf of the Commission on Professional Competence