

**BEFORE THE  
OFFICE OF ADMINISTRATIVE HEARINGS AND A  
COMMISSION ON PROFESSIONAL COMPETENCE FOR THE  
OXNARD UNION HIGH SCHOOL DISTRICT  
STATE OF CALIFORNIA**

**In the Matter of the Dismissal of:**

**ALICSUN BULLICER,**

**A Permanent Certificated Employee,**

**Respondent.**

**OAH No. 2022090050**

**DECISION**

This matter was heard by the Commission on Professional Competence (Commission) by videoconference on March 29, 2023, April 10-14, 2023, September 11-15 and 18, 2023, and December 4-8, 2023. The Commission members were Monica Feller, Angelica Jauregui, and Erlinda Shrenger, Administrative Law Judge (ALJ), Office of Administrative Hearings (OAH), State of California, who presided.

Mark W. Waterman and Eleanor M. Welke, of the law firm Lozano Smith, represented the Oxnard Union High School District (District).

Daniel J. Kolodziej, of the law firm Trygstad, Schwab & Trygstad, represented Alicsun Bullicer (respondent), who was present throughout the hearing.

Oral and documentary evidence was received. At the conclusion of the hearing on December 8, 2023, the record was held open to allow the parties to simultaneously file their closing briefs by March 1, 2024, and their optional response briefs by March 15, 2024. On February 27, 2024, the ALJ granted the request of the parties to amend the briefing schedule. The due date for closing briefs was changed to March 15, 2024, and the response briefs were due by March 29, 2024.

The parties timely filed their closing and response briefs. The District's closing brief was marked as Exhibit 211, and its response brief was marked as Exhibit 212. Respondent's closing brief was marked as Exhibit 468, and her response brief was marked as Exhibit 469. The closing and response briefs were admitted as legal argument.

At the hearing, respondent presented Exhibits 422 and 451, which are lists of students who took NT classes in Edgenuity. These exhibits were admitted as hearsay pursuant to Government Code section 11513, subdivision (d). Respondent's counsel, however, argued the exhibits should be admitted under the business records exception to the hearsay rule. (Evid. Code, § 1271.) Respondent's objection is overruled.

The record closed and the matter was submitted for decision on March 29, 2024.

## **FACTUAL FINDINGS**

### **Jurisdictional Matters**

1. Respondent is a permanent certificated employee of the District.

2. On May 12, 2022, the District served respondent with a Final Notice of Intent to Dismiss and Statement of Charges, notifying her of the District's intent to dismiss her within 30 days unless she made a written request for a hearing. (Exh. 1.)

3. On May 23, 2022, respondent served the District with a Notice of Defense and Request for Hearing, which contained her request for a hearing to determine whether cause exists to terminate her employment. (Exh. 2.)

4. On April 10, 2023, the District served respondent with a Second Amended Notice of Intent to Dismiss and Statement of Charges (Second Amended Statement of Charges). (Exh. 1A, pp. A1038 to A1054.) The Second Amended Statement of Charges is the operative pleading in this case.

## **Respondent's Background**

5. Respondent has been employed by the District as a permanent certificated employee since August 18, 2000. She has worked the entire time as a counselor at Oxnard High School (Oxnard HS). Respondent holds a bachelor's degree in psychology, a master's degree in school counseling, and a pupil personnel services credential.

## **Oxnard High School**

6. At all relevant times, Oxnard HS had a total enrollment of approximately 2,800 students in grades 9 through 12, and a total of 212 employees. At all relevant times, Richard Urias has been the Principal of Oxnard HS. Oxnard HS was on distance learning for the 2020-2021 school year (2020-21SY).

7. Under the Professional Standards adopted by the District's Governing Board, District employees are expected to maintain the highest ethical standards, behave professionally, follow district policies and regulations, and exercise good judgment when interacting with students and other members of the school community. (Exh. 5.) District employees are expected to engage in conduct that enhances the integrity of the District, advances the goals of the District's educational programs, and contributes to a positive school climate. (*Ibid.*)

8. The job duties and responsibilities of a counselor for the District include informing students and parents of the coursework and academic program needed for satisfactory completion of high school, and promoting a rigorous academic curriculum for every student and ensuring equitable access to the most rigorous educational opportunities for all students. (Exh. 4.)

### **ACADEMIC COUNSELORS**

9. For the 2020-21SY, Oxnard HS had a total of eight academic counselors. Two counselors were assigned for each grade level. Each counselor was assigned half of the students in the grade level, divided alphabetically by students' last names. Counselors were authorized to make changes to student class schedules only for their assigned grade-level students. Counselors made changes to their assigned students' schedules through the Synergy computer system.

10. In the 2020-21SY, respondent had over 20 years of experience as a counselor and was considered by her peers as a veteran counselor. For the 2020-21SY, respondent was the assigned counselor for seniors (12th grade) with last names Lopez to Z. (Exh. 46.)

### **THREE-CLASS MINIMUM**

11. For the 2020-21SY, all schools in the District changed from a semester schedule to a quarter schedule. All students were required to take a minimum of three classes per quarter taught by certificated teachers. However, an exemption from the District's three-class minimum could be granted for a student with extenuating circumstances, but only after a Student Study Team (SST) meeting and approval given by the Principal, Assistant Principal, and the student's assigned counselor.

12. Under the quarter schedule, a student was assigned three classes with certificated teachers for periods 1, 2, and 3, and period 4 was available if the student had a specific need for a fourth class. (See Exh. 46.) Each class was worth five credits. Thus, a student could earn 15 credits per quarter, for a total of 60 credits by the end of the school year.

13. On August 6, 2020, Principal Urias sent an email to all counselors, including respondent, directing that all students must take a minimum of three classes per quarter, and he would be "holding the line" on the three-class minimum and the counselors should do so as well. (Exh. 43.)

14. In the 2020-21SY, respondent was aware of the three-class minimum. On August 16, 2020, respondent sent an email to one of her assigned 12th grade students, explaining the new quarter schedule and stating, in part: "Every student has to take 3 classes per quarter. Students that need to make up credits will take a fourth class in Edgenuity." (Exh. 45). On August 24, 2020, respondent sent a similar email to the entire senior class, explaining the new quarter schedule and stating, in part: "Every student must take no less than 3 classes each quarter, no matter how many credits a student has earned." (Exh. 46.)

## **EDGENUITY**

15. For the 2020-21SY, Oxnard HS used an online based program called Edgenuity, primarily for credit recovery. If a student failed a course, the student did not have to repeat the course in a traditional class with a certificated teacher but, instead, could take the online version of the course on Edgenuity. Students needed a computer to do the work in the Edgenuity program.

16. Teachers who completed specialized training were assigned to Edgenuity classes during their SOAR period. There was no direct instruction from certificated teachers in Edgenuity classes. Instead, the students enrolled in a SOAR period worked independently on their assigned Edgenuity course. The Edgenuity teacher's role was to monitor students' progress in their assigned courses, take attendance, unlock tests and quizzes, and provide technical assistance when necessary.

17. Edgenuity was not supposed to be a student's first experience with a particular course. Edgenuity courses at the "NT" level could be used for credit recovery. However, students were not supposed to take an NT course in Edgenuity if they did not previously fail the course in a traditional classroom setting. An exemption could be granted but only after an SST meeting and with administrator approval. Edgenuity courses were not to be used for a student to get ahead in credits so they could graduate early.

18. Students were enrolled in a SOAR period by their counselor. The counselor filled out an Edgenuity form indicating the Edgenuity course to be taken by the student. The counselor submitted the Edgenuity form to the student's SOAR period teacher. The SOAR teacher would enroll the student in the Edgenuity course indicated by the counselor.

19. A student's final grade in an Edgenuity course was determined by an algorithm in the Edgenuity program. Edgenuity teachers did not assign grades to their students. When a student completed an Edgenuity course, the Edgenuity teacher would notify the Records Office and the student's assigned counselor. The Records Office would enter the grade reported by the Edgenuity teacher, as determined by the Edgenuity program, on the student's Oxnard HS transcript.

### **Respondent's Son Transfers to Oxnard HS**

20. Respondent's son, A.B., enrolled as a junior at Oxnard HS for the 2020-21SY. A.B. had completed his freshman year at Santa Paula High School (Santa Paula HS) and his sophomore year at Opportunities for Learning High School (OFL HS).

21. At the time A.B. enrolled at Oxnard HS in August 2020, A.B. was severely credit deficient. Typically, a student starting their junior year of high school would have earned 115 credits towards the 230 credits needed for graduation. A.B. had earned only 58 credits in his first two years of high school.

22. As a freshman at Santa Paul HS, for his six classes, A.B. received four F grades, one D-minus, and one C grade. (Exh. 196.) A.B.'s grades improved in his sophomore year at OFL HS, where he received mostly B grades and one A-minus. (*Id.*) OFL HS was an online, independent study program.

23. At Oxnard HS, in Quarter 1 of the 2020-21SY, A.B. received one F grade, two D-minus grades, and one C-minus. (Exh. 196.) In Quarter 2, A.B. took three regular classes, receiving two D-minus grades and one F grade, and two Edgenuity NT courses for which he received an A-minus grade for each course.

24. As discussed more fully below, A.B. took only Edgenuity courses for Quarter 3 and Quarter 4. However, A.B.'s enrollment in only Edgenuity courses was not discovered by administrators until one week before the end of the 2020-21SY.

### **Excessive Enrollment in Edgenuity Courses Discovered**

25. On June 7, 2021, Emigdio Cordova, Chair of the Counseling Department, reported to Principal Urias that A.B.'s transcript showed he had taken an excessive number of Edgenuity courses, specifically, 26 Edgenuity courses from January to June 2021. (Exh. 181.) Principal Urias became immediately alarmed. He determined that for Quarter 3 and Quarter 4, A.B. had been taken out of all his academic courses on February 14, 2021, and given "dismissal" for periods 1, 2, and 3. Then, from February 14, 2021, until the end of the school year, A.B. was enrolled only in SOAR period 4. A.B. was enrolled only in Edgenuity courses and was not enrolled in three regular classes per quarter, as required by District policy. There was no SST documentation or administrator approval to justify this schedule for A.B.

26. On June 7, 2021, after reviewing A.B.'s transcript, Principal Urias emailed the Registrar, Mayra Viveros, that no student should be enrolled in Edgenuity courses without his permission. (Exh. 165.) A.B. was still working on five Edgenuity courses. Principal Urias emailed Ms. Babylon and directed her to not enroll A.B. in any more Edgenuity courses and to immediately disenroll him from any pending Edgenuity courses. (Exh. 179.) Principal Urias also emailed respondent and directed her to cease and desist from adding A.B. to any Edgenuity courses, and to contact Mr. Anchondo, A.B.'s counselor, if she had any concerns. (Exh. 163.)

27. On June 8, 2021, Assistant Principal Aaron Luoma met with respondent and directed her to not undertake any further action with Edgenuity in any capacity,



including requesting Edgenuity courses for A.B. (Exh. 169.) Respondent violated this directive. On June 14, 2021, respondent sent a text message to Ms. Babylon asking her to reopen Edgenuity courses for A.B. Ms. Babylon reopened the courses for A.B. Afterwards, Ms. Babylon felt “something was off” and called Principal Urias. Principal Urias directed Ms. Babylon to not contact respondent and to immediately close the Edgenuity courses she had reopened for A.B. Later, Ms. Babylon spoke with respondent and recounted that Principal Urias told her not to open Edgenuity courses for A.B. Ms. Babylon also told respondent she felt respondent had taken advantage of her inexperience as a new teacher. Ms. Babylon testified respondent apologized to her.

28. At hearing, Ms. Babylon testified, by the end of the 2020-21SY, she no longer trusted respondent professionally. She felt respondent had taken advantage of her inexperience as a teacher. Ms. Babylon described herself as naive and eager to prove herself as a teacher. Respondent took advantage, knowing that Ms. Babylon was not likely to question her actions related to A.B.

### **A.B. Transfers to OFL HS at the End of the 2020-21SY**

29. On June 16, 2021, respondent disenrolled A.B. from Oxnard HS. At that time, A.B.’s transcript showed he had 213 credits, 17 credits short of the 230 credits needed to graduate. (Exh. 197.) As previously noted, A.B. had only 58 credits when he enrolled at Oxnard HS at the start of the 2020-21SY. On July 1, 2021, A.B. enrolled at OFL HS. (Exh. 397.) In October 2021, A.B. graduated early and received his high school diploma.

30. At hearing, respondent claimed she never planned for A.B. to graduate high school early. A.B. was eligible to attend summer school in 2021 to complete his unfinished Edgenuity courses, but he did not attend. Respondent claimed Assistant

Principal Luoma told her it would be in A.B.'s best interest to withdraw from Oxnard HS. At hearing, Mr. Luoma credibly denied telling respondent that A.B. could not attend summer school in 2021 or that A.B. could not attend Oxnard HS in the 2021-2022 school year.

### **Directive Not to Access District Technology**

31. Respondent returned to work as a counselor at Oxnard HS in the 2021-2022 school year. By letter dated September 10, 2021, the District notified respondent she was placed on paid administrative leave, effective immediately, pending the District's investigation of allegations that she may have violated District policy in authorizing online course credit for A.B. without following the proper procedural processes. (Exh. 186.)

32. In the September 10, 2021 letter, respondent was directed to immediately turn in all District keys, computers, and any other District property in her possession. She was also directed to "not enter any District facility or property or use District technology, including the email system," unless she obtained advanced permission from Dr. Deborah Salgado, Assistant Superintendent, Human Resources. (Exh. 186.) The letter notified respondent that failure to comply with these directives might subject her to disciplinary action. (*Id.*)

33. At hearing, Dr. Salgado testified respondent violated the directives given in the September 10, 2021 letter. Specifically, respondent downloaded emails and emailed them to herself, and she accessed the Synergy system and downloaded student records without obtaining advanced permission from Dr. Salgado or the District. At hearing, respondent's counsel offered some of the downloaded emails and

student records. The District contends this conduct by respondent is yet another example of her violating District and school directives.

34. At hearing, respondent claimed she “unknowingly” violated the September 10, 2021 directive to not enter District property or use District technology. Respondent could not recall the number of times she accessed the District’s computer systems. She claimed she accessed the District computer system after she received notice of her *Skelly* hearing, in order to prepare for the *Skelly* hearing. Respondent did not think she was doing anything wrong, especially since her computer log-in still worked and allowed her to access the District’s computer system. Respondent admitted she accessed the Synergy computer system to look at the various SOAR periods and see if there were any students enrolled who did not have three regular classes per quarter.

## **Respondent’s Conduct**

### **REMOVING A.B. FROM HIS THREE REGULAR CLASSES**

35. On February 15, 2021, respondent used her access to the Synergy computer system and changed A.B.’s classes for periods 1 through 3 of Quarter 3 to “dismissal” periods. (Exh. 209, pp. A889.) Similarly, on April 12, 2021, respondent used her access to the Synergy computer system and assigned A.B. to “dismissal” periods for periods 1 through 3 of Quarter 4. As a result of respondent’s conduct, A.B. did not have three classes with certificated teachers, as required by District policy.

36. For the 2020-21SY, Saul Anchondo was the assigned counselor for juniors (11th grade) with last names A to Mah. Mr. Anchondo was A.B.’s assigned

counselor. Mr. Anchondo was hired by the District in 2018. The 2020-21SY was his third year as a counselor.

37. At hearing, Mr. Anchondo testified he did not approve of A.B.'s removal from his three regular classes in Quarter 3. Mr. Anchondo testified respondent did not speak with him about removing A.B. from his three regular classes. Mr. Anchondo testified, even if respondent had come to him first, he still would not have approved removing A.B. from all of his regular classes in Quarter 3. Mr. Anchondo was not aware of nor approved of respondent's changes to A.B.'s schedule for Quarter 3 and Quarter 4. Mr. Anchondo believes respondent's conduct violated directives from the District and Principal Urias that students must take three classes per quarter. Mr. Anchondo explained that if a parent asked to remove their student from their classes with certificated teachers, the process for handling such a request would be to hold an SST meeting with the parent, teacher, principal, and assistant principal. As an experienced counselor, respondent was aware of the process. She never requested an SST meeting for A.B.

38. Respondent's method of replacing A.B.'s three classes with "dismissal" periods, rather than leaving the class periods blank, ensured the changes she made to A.B.'s schedule would not be detected by the holes-and-dupes report, which was a report generated at the start of each quarter to identify students with problems with their class schedules. Counselors had access to the holes-and-dupes report so they could determine if any of their assigned students had a problem with their schedule. If respondent had not replaced A.B.'s classes with "dismissal" periods, A.B.'s schedule would be blank for periods 1, 2 and 3, which would have caused him to be listed in the holes-and-dupes report as a student with "holes" in his schedule. Based on her 20 years' experience as a counselor at Oxnard HS, respondent reasonably could be

expected to know that replacing A.B.'s classes with "dismissal" periods would avoid detection by the holes-and-dupes report.

### **CHANGING A.B.'S EDGENUITY TEACHER**

39. On March 31, 2021, respondent used her access to the Synergy computer system and changed the Edgenuity teacher for A.B.'s SOAR period (period 4) from Jan Quilantang to Kasimira Babylon. (Exh. 209, p. A889.) Then, on March 31, 2021, at 10:55 a.m., respondent sent an email to Mr. Anchondo asking him to sign up A.B. in the Earth & Space Science Edgenuity NT course, period 4, with Ms. Babylon. (Exh. 87.) Nine minutes later, at 11:04 a.m., respondent sent an email to Ms. Babylon, informing her that A.B. was going to be in her period 4 SOAR period starting March 31 until the end of the school year. (Exh. 84.) The email also stated A.B. needed to take the Edgenuity NT course for Earth & Space Science, and Mr. Anchondo would be sending her the Edgenuity form. (*Ibid.*)

40. At hearing, Ms. Babylon testified respondent did not tell her why A.B. was moving to her SOAR period, and the email she received from respondent did not indicate a reason. Respondent did not copy Mr. Anchondo on her email to Ms. Babylon. Ms. Babylon described respondent's email as an example of respondent communicating directly with the Edgenuity teacher about courses for her son. Mr. Anchondo testified he was not aware respondent was communicating directly with the Edgenuity teacher, Ms. Babylon, regarding courses for A.B.

41. Respondent's conduct resulted in A.B. moving from a highly experienced teacher to one with less experience. In the 2020-21SY, Ms. Quilantang was a teacher with 20 years' experience, while Ms. Babylon was a teacher with two years' experience, having only been hired by the District in 2018. Ms. Babylon testified Quarter 3 of the

2020-21SY was the first time she was assigned as an Edgenuity teacher. She continued as an Edgenuity teacher through Quarter 4. She has not worked as an Edgenuity since the end of the 2020-21SY.

### **NO PRIOR COUNSELOR APPROVAL FOR EDGENUITY ENROLLMENT**

42. At all relevant times, respondent knew that changes to a student's Edgenuity classes should not be made without approval from the student's counselor. On April 14, 2021, respondent sent an email to Edgenuity teachers reminding them that if their student "wants to change or add an Edgenuity class, they must meet with their counselor. Once that has been done, the counselor will send an updated Edgenuity form to the Records department and the SOAR teacher. Please do not make any changes in Edgenuity or add additional classes without the updated form to ensure counselor approval." (Exh. 100.)

43. In April and May 2021, respondent submitted Edgenuity forms directly to Ms. Babylon, by email, requesting she enroll A.B. in the courses indicated on the forms. Respondent was not A.B.'s assigned counselor. She did not have prior approval from Mr. Anchondo at the time she emailed the Edgenuity forms to Ms. Babylon. Instead, respondent copied Mr. Anchondo on her emails to Ms. Babylon and requested he confirm the Edgenuity forms attached to the emails were correct. Respondent filled out the forms and selected the Edgenuity courses for A.B. Mr. Anchondo did not select the Edgenuity courses for A.B. Mr. Anchondo did not question the Edgenuity courses respondent selected for A.B. Mr. Anchondo trusted respondent and relied on her professional judgment that the courses she selected for A.B. were appropriate.

44. In the 2020-21SY, Mr. Anchondo was a third-year counselor, while respondent was in her 20th year as a counselor. Respondent was trusted and well-

regarded as a counselor by the other counselors, teachers, and staff at Oxnard HS. Under these circumstances, it was reasonable for Mr. Anchondo to rely on respondent's judgment that the Edgenuity courses she selected for A.B. were appropriate.

### **EXCESSIVE ENROLLMENT IN EDGENUITY COURSES**

45. As of May 5, 2021, A.B.'s Oxnard HS transcript showed grades for two Edgenuity NT courses in Quarter 3 and three Edgenuity NT courses in Quarter 4. (Exh. 196.) The transcript also showed A.B. had a total of 118 credits, and he needed 112 credits to graduate. As of May 5, 2021, there were approximately five weeks left in the 2020-21SY.

46. On May 10, 2021, respondent emailed Mr. Anchondo an Edgenuity form she filled out for A.B. to access 11 Edgenuity NT courses. (Exhs. 124, 127.) That same day, Mr. Anchondo emailed the Edgenuity form to Ms. Babylon and requested she allow A.B. to access all 11 courses at once. (Exh. 125.) At hearing, Mr. Anchondo testified the request for A.B. to access all 11 courses at once came from respondent. He included respondent's request in his email to Ms. Babylon because he trusted and deferred to respondent's judgment that her request to allow A.B. to access the 11 courses at once was appropriate.

47. At hearing, Mr. Anchondo explained that a total of 55 credits could be earned from completing 11 courses, and that 55 credits is about one school year worth of credits. Mr. Anchondo noted there was only one month left in the 2020-21SY when respondent requested 11 Edgenuity courses for A.B. on May 10, 2021. Mr. Anchondo testified that, as a counselor, it did not make sense to him to enroll a student in one year's worth of courses with only one month left in the school year.

48. On May 18, 2021, respondent emailed Mr. Anchondo an Edgenuity form she filled out for A.B. to access another five Edgenuity NT courses, and requested he forward the form to Ms. Babylon as soon as possible. (Exh. 134.) Mr. Anchondo was injured in a car accident on May 18, 2021. That same day, respondent emailed Ms. Babylon to inform her Mr. Anchondo was in an accident and that she would send Ms. Babylon an Edgenuity form for A.B. directly. (Exh. 133.) At hearing, Mr. Anchondo testified he missed two weeks of work due to his injuries from the May 18, 2021 accident. Mr. Anchondo testified he did not work for two weeks and, during that time, he did not communicate with respondent, and did not tell respondent she could act as A.B.'s counselor during his absence.

49. On May 26, 2021, respondent filled out an Edgenuity form for A.B. to gain access to 12 Edgenuity NT courses. (Exh. 204, p. A879.) That same day, respondent emailed the form to Ms. Babylon, requesting that she add the additional classes in Edgenuity for A.B. (*Id.*, at p. A877.) As of May 26, 2021, there were approximately two weeks left in the 2020-21SY. Yet respondent requested 12 Edgenuity courses for A.B. that were worth a total of 60 credits, the equivalent of one school year of credits.

### **CHANGING ATTENDANCE PROCEDURE**

50. Ms. Babylon testified the students in her Edgenuity classes worked on their individually assigned courses. The students logged on to Google classroom to access their Edgenuity courses. Ms. Babylon required her Edgenuity students to stay logged on for one hour. During that hour, Ms. Babylon could see the students' computer screens and watch them work. After one hour, Ms. Babylon allowed her students to work independently. Ms. Babylon explained that if a student did not log on



to Edgenuity through Google classroom, she would have difficulty monitoring the student's work in their Edgenuity course.

51. On May 8, 2021, respondent asked Ms. Babylon if A.B. could send her an email everyday to check in for his Edgenuity class instead of actually logging in to the class through Google classroom. (Exh. 123.) Respondent claimed A.B. was "going through some stuff" and she thought "his attendance would be better" if he could check in by email. (*Ibid.*) At hearing, respondent explained A.B. was not attending his Edgenuity classes because of mental health issues.

52. Although Ms. Babylon generally required her Edgenuity students to stay logged in to Edgenuity for at least one hour so she could monitor their work, Ms. Babylon agreed to allow A.B. to check in by email as requested by respondent because she trusted respondent's judgment as an experienced counselor. After granting respondent's request, Ms. Babylon received only one check in email from A.B.

### **REQUEST FOR "RELATIVE GRADE" FOR A.B.**

53. During the last few days of the school year, the District allowed graduating seniors to receive what was called a "relative grade" for an Edgenuity course if they had completed and passed 60 percent of the course. If the student's relative grade was 60 percent or higher, that grade could be reported to the Records Office as the student's final grade in the class. The "relative grade" option was allowed only for graduating seniors who were running out of time to complete classes needed to graduate. The "relative grade" option was not allowed for underclassmen, who could make up their unfinished class at a future date.

54. On June 5, 2021, respondent asked Ms. Babylon to report a “relative grade” for A.B. for the Edgenuity courses he had not yet completed. On June 7, 2021, Ms. Babylon submitted A.B.’s “relative grade” for his Edgenuity courses to the Records Office. (Exh. 168, p. A525.) Subsequently, Ms. Babylon was informed by the Registrar, Ms. Viveros, that relative grades were only for seniors, not underclassmen. Ms. Viveros indicated she could not accept a “relative grade” for A.B. On June 10, 2021, Principal Urias sent an email to all Edgenuity teachers and all counselors as a reminder that “relative grades” were only for seniors. (Exh. 173.)

55. Respondent requested a “relative grade” for A.B. even though he was only a junior and not allowed to receive a “relative grade.” At hearing, respondent claimed she did not know a “relative grade” was available only for seniors. Respondent’s claim is not convincing. As one of the assigned counselors for the senior class, as well as being an experienced counselor, respondent knew, or reasonably should have known, of the procedures specifically applicable to graduating seniors, such as the “relative grade” option.

### **DELAY IN PROVIDING PRIOR TRANSCRIPT INFORMATION**

56. When A.B. was enrolled at Oxnard HS in August 2020, respondent was requested by the Registrar to provide transcripts from A.B.’s previous high schools. Respondent did not provide any transcript information for A.B. until May 5, 2021, one month before the end of the 2020-21SY. From the information received on May 5, 2021, the Records Office built a transcript for A.B. that showed his courses and grades from Santa Paula HS, OFL HS, and Oxnard HS as of that date. (Exh. 196.)

57. Mr. Anchondo testified respondent did not provide him with A.B.’s transcripts from the previous schools he attended for his freshman and sophomore

years. On April 13, 2021, Mr. Anchondo received an email from respondent asking him to enroll A.B. in an Edgenuity NT course (English 10) with Ms. Babylon. (Exh. 94.) In the email, respondent also wrote that she was still waiting to receive A.B.'s cumulative file and updated transcripts from his previous schools. At this time, in April 2021, Mr. Anchondo did not have any transcripts or information about whether A.B. had passed or failed the course being requested by respondent in Edgenuity. Consequently, he relied on respondent's recommendation of the classes to give A.B.

58. Mr. Anchondo explained the evaluation of a A.B.'s transcript from his previous schools helped to determine the classes he should be given at Oxnard HS. A transcript evaluation could not be completed for A.B. without information from his previous schools. This is why Mr. Anchondo followed respondent's recommendation in her April 13, 2021 email (Exhibit 94) to assign to A.B. to the Edgenuity NT course for English 10. Mr. Anchondo followed respondent's recommendation as a professional courtesy. Mr. Anchondo trusted that respondent had information about A.B.'s previous classes that he did not have.

59. At hearing, Mr. Anchondo was shown Exhibit 121, the Counselor Transcript Evaluation Form dated May 5, 2021, prepared for A.B. Mr. Anchondo testified he never did a transcript evaluation using the Form admitted as Exhibit 121, but acknowledged that his signature is on the document. Mr. Anchondo testified respondent prepared the Counselor Transcript Evaluation Form dated May 5, 2021 (Exhibit 121) and brought it to Mr. Anchondo in his office, when he was busy and distracted with other work. Respondent asked him to sign the transcript evaluation for A.B. (Exh. 121.) Mr. Anchondo signed it but does not recall respondent giving him copies of A.B.'s transcripts. He testified the May 5, 2021 Counselor Transcript Evaluation Form (Exhibit 121) was the first time respondent provided information

about classes A.B. had taken and failed. Prior to May 5, 2021, Mr. Anchondo trusted respondent “100 percent” in selecting classes for A.B.

60. The May 5, 2021 Counselor Transcript Evaluation Form prepared by respondent (Exhibit 121) indicated A.B. had taken English in 10th grade and received a B grade. Yet, on April 13, 2021, respondent had asked Mr. Anchondo to enroll A.B. in the English 10 Edgenuity NT course, which was not appropriate because A.B. had already taken and passed English 10 at OFL HS in the previous school year (spring 2020). The NT courses in Edgenuity were not to be taken unless the student had previously taken and failed the course.

### **ACADEMIC INTEGRITY CONCERNS WITH A.B.’S TRANSCRIPT**

61. Respondent’s conduct allowed A.B. to receive a high school transcript that, on its face, reflects poorly on the academic integrity of the District and Oxnard HS. The transcript shows a suspiciously excessive number of courses and credits awarded to A.B. in the last two quarters of the 2020-21SY. The sheer number of courses and credits clearly exceed what would be typically expected of a student to accomplish under a quarter schedule.

62. The Commission finds the District’s arguments persuasive that A.B.’s transcript, which resulted from respondent’s violation of District policies and procedures, raises concerns about the validity of the grades A.B. received for his Edgenuity courses in Quarters 3 and 4 of the 2020-21SY.

63. The District reviewed data for all of the Edgenuity courses taken by A.B. and the time he actively spent on each course. (Exh. 13.) The Edgenuity program generated data showing the amount of time the student actively spends working in

the course, clicking through the content, and engaging in the content. The Edgenuity data indicates A.B. did not complete the work for the courses. The Edgenuity Course Report (Exhibit 210) lists the activities for each lesson in a course (i.e., Instruction, Assignment, Quiz, and Unit Test), the estimated time to complete each activity, and the "Total Time" the student spent on each activity.

64. The District's analysis of Edgenuity data indicated A.B. was not completing the coursework but was receiving full credit for his Edgenuity courses. For example, A.B. took the Edgenuity NT course for Principles of American Democracy in Quarter 3 and received five credits. (Exh. 197.) According to the Edgenuity data, A.B. spent a total of 59 minutes, 38 seconds working in the Principles of American Democracy course. (Exhs. 13, 14.) The Course Report shows A.B. recorded zero minutes for some activities, or minutes significantly below the estimated time for the activity. For example, A.B. spent zero minutes for Instruction and Assignment activities. (Exh. 210, pp. A957 to A959.) For a Unit Test due on July 3, 2019, with an estimated time of 40 minutes to complete, A.B. spent only five minutes, 21 seconds. (Exh. 210, p. A957.)

65. Another example is the Economics NT course A.B. took in Quarter 4 and received 5 credits. (Exh. 197.) For this Economics course, the total time A.B. spent on the course was one hour, 30 minutes. (Exhs. 13, 14.) The Course Report showed A.B. spent zero minutes on Instruction and Assignment activities, and minutes significantly below the time estimate for quizzes and tests. (Exh. 210, pp. A920 to A922.)

66. The Commission recognizes that school districts have policies and procedures to ensure that students meet the same statewide educational and grade-level standards. Respondent intentionally violated the District's policies and procedures to benefit only her son and allow him to receive grades for Edgenuity

classes in which the data indicates he spent minimal to no time on the coursework embedded in the program.

## **Respondent's Testimony**

67. Respondent does not believe she engaged in any wrongful conduct related to A.B.'s courses in the 2020-21SY. She expressed no remorse or acceptance of responsibility for her conduct. Respondent claimed her conduct was motivated by her desire, as A.B.'s mother, to do what was in his best interest. Respondent believes the conduct of others in not being truthful or doing their jobs to the fullest caused the District's charges against her. For example, she believes Mr. Anchondo was not being truthful when he claimed he did not give consent or approval for the changes she made to A.B.'s course schedule. She believes Principal Urias is biased against her because she made a complaint against him that resulted in him being denied a promotion.

68. Respondent testified that she collaborated and conferred with Mr. Anchondo in selecting A.B.'s Edgenuity courses for Quarter 3 and Quarter 4. She prepared the Edgenuity enrollment forms to be consistent with the conversations she had with Mr. Anchondo. She sent the forms to Mr. Anchondo and asked him to verify they were correct. Mr. Anchondo never indicated corrections were needed. Respondent contends all of A.B.'s courses for Quarter 3 and Quarter 4 were approved by Mr. Anchondo. Respondent contends she filled out the Edgenuity forms for A.B. as a way to help Mr. Anchondo, whom she described as being "slow" in completing tasks. Respondent recounted how the counselors in the Counseling Department will help each other out when needed to complete tasks. Respondent's contention that Mr. Anchondo approved of the changes she made to A.B.'s courses was not convincing.

Respondent's contention is not reflected in the documentary evidence and was credibly refuted by Mr. Anchondo's testimony.

69. The Commission finds respondent took advantage of her seniority and the collaborative environment at Oxnard HS to achieve the goal of obtaining sufficient credits for A.B. to graduate before the end of the school year. Respondent knew the difference in seniority between herself and Mr. Anchondo made it likely he would rely on her guidance in recommending classes to give A.B.

70. Respondent testified it was appropriate for A.B. to take Edgenuity NT courses because A.B. had previously taken and failed the courses at OFL HS. Respondent testified those courses were not shown on A.B.'s transcript from OFL HS because OFL HS only listed courses where the student received an A, B, or C grade, and not the courses where the student received a D or F grade. Respondent testified that A.B. took and failed at least 20 courses while a student at OFL HS, but she had no documentation and her testimony lacked specificity. Respondent's uncorroborated testimony was insufficient to establish A.B. was appropriately enrolled in NT level Edgenuity courses.

71. Respondent testified she decided to enroll A.B. in Oxnard HS for his junior year because A.B. wanted to have a fresh start and get back to regular school activities like playing sports. Respondent testified she expected that A.B. would attend classes in-person if he transferred to Oxnard HS for the 2020-21SY. The Commission notes, however, respondent was aware that Oxnard HS would still be on remote learning in the 2020-21SY. Therefore, a return to regular school activities, like playing sports, was not likely.

72. Respondent testified she had no intention or expectation that A.B. would graduate early from high school. This testimony was not convincing. By her conduct, respondent enabled A.B. to receive more than two years of credits in the last two quarters of the school year. A.B. was severely credit deficient when he enrolled at Oxnard HS. Respondent rushed to have A.B. enrolled in new Edgenuity courses upon being notified he completed his previous courses. She sought to have A.B. receive a "relative grade" for his partially completed Edgenuity courses. She arranged for A.B. to work on multiple Edgenuity courses at once, an option available only for seniors, not juniors like A.B. When the 2020-21SY ended, respondent was only 17 credits short of the 230 credits needed for graduation. Respondent disenrolled A.B. from Oxnard HS, thereby locking in all of the credits from Edgenuity courses on A.B.'s high school transcript. She then enrolled him at OFL HS, where he graduated early, prior to the end of his senior year.

73. Respondent's actions implemented her plan for A.B. to quickly amass credits for graduation, by intentionally violating school policies and procedures and by exploiting Oxnard HS's culture of collaboration and the trust of less experienced colleagues.

74. Respondent testified that A.B. received special education and related services from 3rd grade to 7th grade, he was removed from special education in 8th grade, and he resumed special education services in 9th grade. His Individualized Education Program (IEP) dated January 22, 2019, was presented at hearing. (Exh. 18.) The IEP indicated A.B. was in 10th grade at OFL HS and eligible for special education based on Other Health Impairment (primary) and Specific Learning Disability (secondary). On October 24, 2019, respondent revoked her consent for A.B. to receive special education services. (Exh. 32.) Consequently, as of October 30, 2019, A.B.'s



special education services were discontinued and he became a general education student. (*Ibid.*)

75. When A.B. enrolled at Oxnard HS in August 2020, respondent informed the Records office that A.B. did not have an IEP. (Exh. 50.) The Records Office changed A.B.'s instructional setting to "Regular." (Exh. 49.) Consequently, A.B. did not receive special education services and supports, including the additional monitoring and supervision of his program by an IEP team.

76. Respondent removed A.B. from special education because she felt the stigma of an IEP negatively impacted A.B.'s motivation. When A.B. attended Santa Paula HS for 9th grade, he was reluctant to use his special education supports. She noted A.B. had an IEP because he had a learning disability with reading and math, ADHD, and social emotional issues due to bullying and racism. Respondent addressed these issues by transferring A.B. to OFL HS, which was an online, independent study program. Respondent testified OFL HS was selected for A.B. after discussion with A.B. and his therapist. Respondent claimed A.B. was afraid to go outside due to fear of being physically assaulted. The online program at OFL HS made A.B. feel safe because all classes were taken by computer and there were no live lectures to attend. Respondent testified A.B. currently receives mental health therapy from a psychiatrist and takes medications for ADHD.

## **General Credibility Findings**

77. The Commission found the District's witnesses testified credibly. Their testimony was straightforward and supported by the documentary evidence. The Commission found it notable the District's witnesses expressed that they harbored no bias or animosity toward respondent prior to this dismissal action. They praised

respondent as a trusted, skilled, and well-regarded counselor, and a collaborative member of the counselor team.

78. The Commission found respondent's explanations for her conduct were less convincing, not supported by or consistent with the documentary evidence, and at times inconsistent. The Commission finds it particularly concerning that respondent has not accepted responsibility for her conduct and continues to blame others. Respondent used her status as a District employee to obtain a benefit for her son that was not available for other students and families, in violation of the District's policies and protocols. Respondent knew what she was doing on behalf of A.B. was wrong. Respondent's explanation that she was merely acting as a mother trying to take care of her son, did not excuse or justify her violation of District policies and protocols.

## **LEGAL CONCLUSIONS**

1. The Commission has jurisdiction to proceed in this matter, pursuant to Education Code section 44944 and Factual Findings 1 through 4. All further undesignated statutory references are to the Education Code.

2. The District has the burden of proof in this matter and the standard of proof is preponderance of the evidence. (*Gardner v. Commission on Professional Competence* (1985) 164 Cal. App. 3d 1035, 1038-1039.) "Preponderance of the evidence" means evidence that has more convincing force than that opposed to it. (*Glage v. Hawes* (1990) 226 Cal.App.3d 314, 324-325.)

3. It is settled that the trier of fact—in this case the three members of the Commission—may "accept part of the testimony of a witness and reject another part

even though the latter contradicts the part accepted." (*Stevens v. Parke Davis & Co.* (1973) 9 Cal.3d 51, 67.) The trier of fact may also "reject part of the testimony of a witness, though not directly contradicted, and combine the accepted portions with bits of testimony or inferences from the testimony of other witnesses thus weaving a cloth of truth out of selected material." (*Id.*, at 67-68, quoting from *Neverov v. Caldwell* (1958) 161 Cal.App.2d 762, 767.) The testimony of "one credible witness may constitute substantial evidence." (*Kearl v. Board of Medical Quality Assurance*, 189 Cal.App.3d 1040, 1052.)

4. The grounds for dismissal alleged by the District against respondent are immoral conduct, dishonesty, evident unfitness for service, and persistent violation of or refusal to obey school laws or reasonable regulations. (Ed. Code, § 44932, subds. (a)(1), (4), (6), (8).)

## **Immoral Conduct**

5. Cause exists for respondent's dismissal pursuant to section 44932, subdivision (a)(1), for immoral conduct, based on Factual Findings 1-78.

6. The term "immoral conduct" has been defined to include conduct inconsistent with rectitude, or indicative of corruption, indecency, depravity, dissoluteness; or as willful, flagrant, or shameless conduct showing moral indifference to the opinions of respectable members of the community, and as an inconsiderate attitude toward good order and the public welfare. (*Board of Ed. Of San Francisco Unified School Dist. V. Weiland* (1960) 179 Cal.App.2d 808, 811.)

7. In this case, the preponderance of the evidence established respondent engaged in immoral conduct. Respondent misused her authority as a counselor to

improperly obtain a benefit for her son that was not available to others. She took steps to ensure her pattern of conduct was not detected by others. She took advantage of less experienced staff, knowing they were unlikely to question her actions as a veteran counselor. Respondent betrayed the trust of her co-workers, who had held her in high regard as a counselor.

## **Dishonesty**

8. Cause exists for respondent's dismissal pursuant to section 44932, subdivision (a)(4), for dishonesty, based on Factual Findings 1-78.

9. Dishonesty "connotes a disposition to deceive" and "necessarily includes the element of bad faith." It means "fraud, deception, betrayal, faithlessness," and "denotes an absence of integrity; a disposition to cheat, deceive or defraud; deceive and betray." (*Midway School District v. Griffith* (1946) 29 Cal.2d 13.)

10. Respondent engaged in dishonesty when she manipulated the Synergy system to conceal improper changes she made to A.B.'s class schedule. Respondent used her Synergy log-in and unilaterally made changes to A.B.'s schedule in Quarter 3 without Mr. Anchondo's knowledge or approval. Respondent improperly removed A.B. from his required three regular classes. Removal of the three classes would leave three blank periods on A.B.'s schedule, which would be detected on the holes-and-dupes report. To avoid detection, respondent filled in the three blank periods by assigning A.B. to "dismissal" for those periods. Similarly, for Quarter 4, respondent assigned A.B. to three periods of "dismissal" instead of the required three regular classes, without Mr. Anchondo's knowledge or approval. Respondent's improper changes to A.B.'s class schedule were not discovered until one week before the end of the school year.

11. Respondent did not have a valid reason to remove A.B. from his three regular classes, which respondent knew violated District policy. After removing A.B. from the three classes, she took the additional step of assigning him to “dismissal” periods to avoid attracting attention to what she did. As a result, A.B. was assigned only to a SOAR period for Quarters 3 and 4. Respondent then took action and enrolled A.B. in Edgenuity courses which allowed him to amass an excessive number of credits in the last two quarters of the school year. A.B. received over one school year of credits (85 credits) in Quarter 4 alone. She rushed Ms. Babylon to enroll A.B. in Edgenuity classes as soon as he finished his previous class. The evidence supports a reasonable inference that respondent, by her conduct, was seeking to have A.B. graduate high school early. There was a process for respondent to request the class schedule she secretly created for A.B., namely, requesting an SST meeting through Mr. Anchondo or asking for it herself. Respondent did not do that, and no valid reason was established as to why she did not do that.

12. Respondent also engaged in dishonesty after she was placed on paid administrative leave, when she violated the September 10, 2021 directive by accessing District technology without permission and downloaded emails and students records. Her explanation that she was acting to prepare for her *Skelly* hearing, or that her computer log-in still worked after she was placed on administrative leave, did not excuse or justify this conduct. The directive to not access District technology and emails was clear and unambiguous.

### **Evident Unfitness for Service**

13. Cause exists for respondent’s dismissal pursuant to section 44932, subdivision (a)(6), for evident unfitness for service, based on Factual Findings 1-78.

14. Evident unfitness for service means “clearly not fit, not adapted to or unsuitable for teaching, ordinarily by reason of temperamental defects or inadequacies.” (*Woodland Joint Unified School Dist. V. Commission Professional Competence* (1992) 2 Cal.App.4<sup>th</sup> 1429, 1444.) Evident unfitness for service “connotes a fixed character trait, presumably not remediable merely on receipt of notice that one’s conduct fails to meet the expectations of the employing school district.” (*Id.*)

15. In this case, the Commission is persuaded that respondent’s misconduct was caused by a defect in temperament and non-remediable. Despite her knowledge of the rules and procedures required to make changes to student schedules and to enroll students in Edgenuity courses, respondent continued to engage in misconduct related to her son’s educational program. Respondent reasonably should have known her actions provided an improper benefit to her son and resulted in a high school transcript lacking in academic integrity. Respondent reasonably should have known her conduct related to her son’s schedule was wrongful. But she has not shown a willingness or capability to cease engaging in the conduct. Respondent’s inability to accept responsibility for her misconduct, or even recognize that she did something wrong, is concerning. Respondent knew the procedures for enrolling students in Edgenuity courses, yet she acted contrary to the procedures. Respondent made no effort to comply with the procedures, such as requesting an SST meeting for A.B.

### **Persistent Violation of School Laws and Regulations**

16. Cause exists for respondent’s dismissal pursuant to section 44932, subdivision (a)(8), for persistent violation or refusal to obey school laws or regulations, based on Factual Findings 1-78.

17. In order for a teacher to be terminated under section 44932, subdivision (a)(8), for violations of school laws or rules, the violations must be either "persistent" or "motivated by an attitude of continuous insubordination." (*Gov. Board of Oakdale Union School District v. Seaman* (1972) 28 Cal.App.3d 77, 81.) A single violation of a school board's rules is not of itself cause for dismissal; it is the persistent disregard of school rules that the subdivision is designed to regulate. (*Id.*, at p. 84.) Isolated events or incidents involving an issue unresolved over a period of time are generally not considered persistent violation of rules. (*Bourland v. Commission on Professional Competence* (1985) 174 Cal.App.3d 317.)

18. In this case, the preponderance of the evidence established respondent engaged in a persistent violation of District policies and procedures during Quarter 3 and Quarter 4 of the 2020-21SY. Respondent used her access to Synergy to make changes to A.B.'s schedule when she was not his assigned counselor. She violated the three-class minimum when she removed A.B. from all his classes with certificated teachers and filled his schedule with dismissal periods. She submitted Edgenuity forms that allowed A.B. to access an excessive number of Edgenuity courses. Respondent accessed emails and student records, in violation of the September 10, 2021 directive she was given when placed on paid administrative leave. The totality of respondent's conduct was inconsistent with the District's Professional Standards, which requires District employees to, among other things, maintain high ethical standards, follow policies and regulations, and advance the goals of the District's educational programs.

### **Morrison Factors**

19. Cause for discipline against a teacher must relate to his fitness to teach within the meaning of the factors enumerated in the case of *Morrison v. State Board of*

*Education* (1969) 1 Cal.3d 214. Here, the Commission has found cause exists to dismiss respondent based on immoral conduct, dishonesty, evident unfitness for service, and persistent violation of school rules. With regard to those causes for dismissal, the Commission considered all the factors suggested by *Morrison* and compared them to the facts established above. Not all *Morrison* factors need be present for the *Morrison* test to be satisfied. (*Governing Board of ABC School District v. Haar* (1994) 28 Cal.App.4th 369.) Moreover, the *Morrison* analysis need not be conducted on each individual fact established, but rather can be applied to the accumulated facts established collectively. "When the camel's back is broken we need not weigh each straw in its load to see which could have done the deed." (*Woodland Joint Unified School District v. Commission on Professional Competence* (1992) 2 Cal.App.4th 1429, 1457.)

20. The case of *Morrison v. State Board of Education* (1969) 1 Cal.3d 214, 229, sets forth the following factors for determining a teacher's fitness to teach: (1) the likelihood that the conduct may have adversely affected students or fellow teachers; (2) the degree of such adversity anticipated; (3) the proximity or remoteness in time of the conduct; (4) the type of certificate held by the teacher; (5) extenuating or aggravating circumstances surrounding the conduct; (6) the praiseworthiness or blameworthiness of the motives resulting in the conduct; (7) the likelihood that the conduct in question will recur; and (8) the extent that discipline will cause an adverse chilling impact on the constitutional rights of the teacher involved or other teachers.

21. Based on consideration of the *Morrison* factors, the Commission finds that respondent's conduct related to A.B. in Quarters 3 and 4 of the 2020-21SY, is related to teaching and her fitness to teach. The *Morrison* factors apply in respondent's case as follows:



(1) The likelihood the conduct may adversely affect students or fellow teachers. Respondent's conduct adversely affected other counselors and staff at Oxnard HS, who felt their trust in her as a counselor was betrayed and they could no longer trust her professionally. The District no longer has confidence in respondent's ability to properly serve as a counselor and to not take advantage of her access to District technology in the future.

(2) The degree of such adversity. Respondent's conduct, after it was discovered, caused a high degree of adversity in the District and the Oxnard HS community.

(3) The proximity or remoteness in time of the conduct. Respondent's conduct occurred recently, in and around the 2020-21SY.

(4) The type of teaching certificate held by the party involved. Respondent's misconduct is related to her duties as a counselor and her pupil personnel services credential.

(5) The existence of extenuating or aggravating circumstances, if any, surrounding the conduct. The Commission finds aggravating circumstances surrounding respondent's conduct in this case. Respondent misused her authority and seniority as a counselor to obtain a benefit for her son that was not available to any other families in the District. She manipulated the Synergy computer system to hide her misconduct. She exploited the collaborative relationship among her colleagues. She betrayed the trust of her less experienced colleagues. Respondent knew that her actions were wrong and she knowingly violated District policies and procedures.

(6) The praiseworthiness or blameworthiness of the motives resulting in the conduct. The Commission finds no praiseworthiness or blameworthiness in respondent's motives for her conduct.

(7) The likelihood of recurrence of the questioned conduct. The Commission finds there is a likelihood of recurrence of respondent's conduct. Respondent has failed to acknowledge she engaged in misconduct or accept responsibility for her misconduct. She has shown no remorse for her misconduct.

(8) The extent discipline may cause adverse impact or chilling effect upon the constitutional rights of the teacher involved or other teachers. Not applicable.

## **Disposition**

22. "The Commission has broad discretion in determining what constitutes unfitness to teach . . . , and whether dismissal or suspension is the appropriate sanction." (*California Teachers Association v. State of California* (1999) 20 Cal.4<sup>th</sup> 327, 343-344.) Thus, even where cause for dismissal has been established, the Commission still has broad discretion to determine whether such discipline is actually warranted. (*Fontana Unified School District v. Burman* (1988) 45 Cal.3d 208, 222.)

23. The Commission finds respondent has not performed her duties as a counselor in accordance with the District's rules, policies, and expectations. She used her position as a counselor to allow her son, A.B., to have a program consisting solely of Edgenuity courses, which was not available to other students in the District. Respondent used her position as a counselor to access the District's Synergy computer system and make changes to A.B.'s schedule, something that parents of other students could not do. Respondent's conduct resulted in a high school transcript for A.B. that

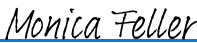
raises academic integrity concerns because A.B. received credits for Edgenuity courses where he did not complete all of the course work. Respondent has not acknowledged or accepted responsibility for her misconduct, which is concerning.

24. Based on the foregoing, the decision of the Commission in this case is that respondent shall be dismissed from employment with the District. (Factual Findings 1-78; Legal Conclusions 1-23.)


## ORDER

Respondent Alicsun Bullicer shall be dismissed from employment with the Oxnard Union High School District.


DATE: 07/02/2024

  
Monica Feller (Jul 2, 2024 13:42 PDT)  
MONICA FELLER  
Commissioner

DATE: 07/02/2024

  
Angelica Jauregui (Jul 2, 2024 15:25 PDT)  
ANGELICA JAUREGUI  
Commissioner

DATE: 07/02/2024

  
ERLINDA SHRENGER  
Administrative Law Judge  
Office of Administrative Hearings