

BEFORE THE GOVERNING BOARD OF THE  
BASSETT UNIFIED SCHOOL DISTRICT  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

CERTAIN CERTIFICATED EMPLOYEES  
OF THE BASSETT UNIFIED SCHOOL  
DISTRICT,

Respondents.

OAH Case No. 2011030383

**PROPOSED DECISION**

Daniel Juárez, Administrative Law Judge (ALJ), Office of Administrative Hearings, heard this matter on April 26, 2011, in La Puente, California.

Law Offices of Margaret A. Chidester & Associates, and Margaret A. Chidester, Esq., represented the Bassett Unified School District (BUSD).

Schwartz, Steinsapir, Dohrmann & Sommers, and Amy M. Cu, Esq., and Michael R. Feinberg, Esq., represented the certificated employees of the Bassett Unified School District listed in Appendix A (referred to herein as Respondents).

After a day of hearing, the ALJ granted a continuance to May 3, 2011, to allow the parties to proffer closing argument by written brief. The parties filed closing briefs timely. Each brief was marked for identification.

The matter was deemed submitted for decision on May 3, 2011.

Pursuant to Education Code section 44949, subdivision (e), the continuance extended the statutory deadlines for a period of time equal to the continuance. That is, the continuance extended the time the ALJ had to issue his Proposed Decision and for BUSD to take action thereafter.

**FACTUAL FINDINGS**

1. Dr. Sarah Brown (Brown), BUSD Assistant Superintendent of Human Resources, filed the Accusations in her official capacity.

2. Respondents are certificated employees of BUSD.

3(a). On March 2, 2011, upon the recommendation of the BUSD Superintendent, the BUSD Governing Board (Governing Board) determined that it was in the best interests of

the school district and the welfare of the students thereof to reduce or discontinue certain particular kinds of services within BUSD. The Governing Board adopted Resolution 12-11 to, among other things, identify the particular kinds of services to be reduced or discontinued by full-time equivalent (FTE) positions, and direct the Superintendent to notice those certificated employees that would reduce the number of certificated positions identified. The Governing Board further authorized the Superintendent to issue additional notices, as deemed necessary, so that other certificated employees whose rights might be affected by the resolution would have an opportunity to be heard at the instant hearing.

3(b). The Governing Board also described with sufficient specificity the criteria it intended to use to exempt certain certificated employees from layoff. The criteria included particular credentials, competence, assignment, and expertise or certification. Respondents did not contest the Governing Board’s exemption criteria, or the Governing Board’s application of those criteria to BUSD’s certificated personnel.

3(c). Lastly, the Governing Board resolved that the order of termination of certificated employees who first rendered service in a probationary position on the same date (seniority tie breaking) would be by lot, as agreed to by BUSD and the Bassett Teachers Association (the teachers’ union).

4. On March 4, 2011, pursuant to Resolution 12-11, the Superintendent’s designee, Brown, notified the Governing Board and Respondents, in writing, that Respondents’ services would no longer be required for the 2011-2012 school year and stated the reasons therefor. Brown further informed each Respondent of his or her right to request a hearing, among other things.

5. In response to the written notice, Respondents timely requested a hearing to determine if there is cause to not reemploy him or her for the 2011-2012 school year.

6. BUSD served the Accusation and other required documents timely on each Respondent.

7. All jurisdictional requirements were met.

8. Resolution 12-11 reduces or discontinues the following services for the 2011-2012 school year:

<u>SERVICES</u>	<u>POSITIONS (FTE)</u>
17 elementary K-8 multiple subject classroom teachers	17.0 FTE
1 Small Learning Communities lead teacher	1.0 FTE
1.2 high school mathematics classroom teacher	1.2 FTE
2.2 high school English classroom teachers	2.2 FTE

1 high school history/social science teacher	1.0 FTE
0.6 high school Spanish language classroom teacher	0.6 FTE
1 classroom OH <sup>1</sup> special education teacher	1.0 FTE
1 classroom RSP <sup>2</sup> special education teacher	1.0 FTE
1 high school physical education classroom teacher	1.0 FTE
1.2 high school science classroom teachers	1.2 FTE
0.2 high school health teacher	0.2 FTE
2 2010-2011 site administrators who will be released from administrative positions effective 6-30-2011	2.0 FTE
2 assistant principals	2.0 FTE
1 assistant superintendent	1.0 FTE

These reductions total 32.4 FTE positions.

9. At hearing, BUSD made the following changes to the FTE quantities at issue in this proceeding. BUSD amended the 1.0 FTE Small Learning Communities lead teacher position to 0.6 FTE. BUSD amended the 1.2 FTE high school mathematics classroom teacher positions to 1.0 FTE. It amended the 2.2 FTE high school English classroom teacher positions to 2.0 FTE. BUSD amended the 1.2 FTE high school science classroom teacher position to 1.0 FTE. Lastly, it amended the 2.0 FTE assistant principal positions to 1.0 FTE. Respondents had no objections.

10. The total FTE positions at issue in this proceeding after the amendments are 30.4 FTE.

11. The services set forth in Factual Finding 8 are particular kinds of services that may be reduced or discontinued within the meaning of Education Code section 44955.

12. The Governing Board's decision to reduce or discontinue the particular kinds of services set forth in Factual Finding 8 was not arbitrary or capricious; it constituted a proper exercise of discretion.

13. The reduction or discontinuation of particular kinds of services related to the welfare of BUSD and its pupils. The reduction or discontinuation of particular kinds of services was necessary to decrease the number of certificated employees of BUSD, as determined by the Governing Board.

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<sup>1</sup> OH means orthopaedically handicapped.

<sup>2</sup> RSP means resource specialist program.

14. The recommendation that Respondents be terminated from employment was not related to their performance as teachers.

15. Respondents argued there was no evidence that BUSD should layoff Respondents Maribel Ayon, Eloise Gomez, Ignacio Acero, Thomas Covington, Wendy Bowers, Maria Herrera, and Chona de la Rosa Santos. BUSD presented no evidence to the contrary. The evidence supported Respondents' argument. There is no cause to layoff these seven Respondents, and thus the Accusations as to each of them should be dismissed.

16. Respondents argued that the Governing Board's identification of "elementary K-8 multiple subject classroom teachers" in Resolution 12-11 was not a particular kind of service within the meaning of Education Code section 44955. Respondents argued that "elementary" does not encompass the middle school classroom teachers and BUSD created an "illogical" and "confusing" nomenclature by using the word and not distinguishing elementary school classroom teachers from middle school classroom teachers. Respondents pointed out that in previous resolutions, the Governing Board had included a separate middle school category of services and cited *Karbach v. Board of Education of Lawndale School District* (1974) 39 Cal.App.3d 355 for the proposition that services to be reduced in layoff proceedings must be stated with specificity to properly afford employees due process.

17. BUSD argued that the Governing Board adequately identified the kindergarten through eighth grade multiple subject classroom teachers. In Brown's testimony, she explained that some of BUSD's elementary schools contain grades kindergarten through eighth, and a BUSD middle school contains grades sixth through eighth. She asserted that, by its wording, the Governing Board intended to reduce instruction (teachers with multiple subject credentials) in grades kindergarten through eighth.

18. There was no evidence that the wording of "elementary K-8 multiple subject classroom teachers" confused Respondents in any way. There was no evidence that the particular kind of service, as described, impeded the rights of Respondents to defend against the Accusations and otherwise participate in the instant administrative hearing.

19. Respondents argued that, as some Respondents teach a sixth, extra period, BUSD should eliminate the extra period, and combine the FTE portions from those extra periods to develop the equivalent of at least one FTE. Respondents analyzed this assertion in terms of four math teachers at Bassett High School. Respondents believe that if BUSD would do this, it could eliminate the need to reduce 1.0 FTE of a high school mathematics classroom teacher. Respondents' argument on this issue was unpersuasive.

20. Brown explained that these sixth periods are offered on an as-needed basis and are not necessarily continuing.

21. BUSD argued that these sixth period assignments may be terminated by the Governing Board at any time, pursuant to Education Code section 44923, and thus, sixth period assignments are not subject to the jurisdiction of a layoff proceeding.

22. Respondents argued that the tiebreak criteria referenced in Resolution 12-11, a lottery (Factual Finding 3(c)), violates the Education Code.

23. Exhibit B to Resolution 12-11 sets forth the tie break criteria (the lottery) to be used. It states that “as between certificated employees who first rendered service in a probationary position to the District on the same date, the order of termination of said employees shall be determined by reference to the collective bargaining agreement between [BUSD] and Bassett Teachers Association as follows: ... Those unit members whose first date of service tot [sic] the district is the same, shall have their seniority established by lot. The district shall conduct the lottery in a fair, equitable, and reasonable manner in consultation with the association, and with association representation present.”

24. Article XIV of the collective bargaining agreement (CBA) between BUSD and the Bassett Teachers Association contains the same wording as quoted immediately above in Factual Finding 23, regarding establishing seniority by lot and conducting a fair, equitable lottery with union representation present. Article XIV is entitled “Transfer and Reassignment Procedures.”

25. A lottery was held to break seniority ties in this matter. In addition to the teachers involved in those tie breaks, a teachers’ union representative was present at the time that the lottery took place. There was no evidence that any teacher or teachers’ union representative objected to the use of a lottery or the lottery tie break process itself.

26. BUSD argued that the lottery is in accordance with the Education Code. An analysis of the pertinent statute and Respondents’ arguments support BUSD’s contentions.

27. Respondents argued that, of the site administrators selected for layoff, the Superintendent should have identified for layoff at least one of the two site administrators with the least seniority. Respondents argued that by failing to do so, BUSD allows a more senior site administrator to unnecessarily “bump” Respondent Sharon Quirarte out of her position and make her subject to layoff.

28. BUSD argued that the Superintendent may determine to release an administrator without cause, and so his reasoning as to the two site administrators he selected is irrelevant to, and outside the jurisdiction of, this proceeding. BUSD’s argument was successful.

29. Respondents argued that BUSD cannot meet the mandated services of the OH program with the proposed reductions. Respondents relied on the testimony of Respondent Nicole Klymkiw (Respondent Klymkiw), an OH special education classroom teacher, who asserted that she does not believe BUSD can meet its obligations in this area. Respondent Klymkiw holds no administrative position within BUSD, nor did she establish that her position within BUSD provides her with sufficient knowledge and expertise to opine as she did.

30. Brown testified that BUSD would indeed meet the mandated services of the OH program and all other mandated program services despite the proposed reductions and eliminations. The preponderance of the evidence supported Brown's assertions.

31. Respondents argued that BUSD improperly noticed Respondent Linda Doerner (Respondent Doerner) because it proposes to lay her off as a 1.0 FTE English high school teacher, even though she teaches one period of a college preparatory program called Advancement Via Individual Determination (AVID). Respondents argue that AVID is not an English course and that BUSD should retain Respondent Doerner to the extent of her AVID partial assignment. Respondents highlighted the 2010-2011 BUSD Master Schedule that shows Respondent Doerner's four periods of English and one period of AVID. BUSD's seniority list shows Respondent Doerner's assignment solely as English. Respondent Doerner did not testify. There was insufficient evidence to establish Respondents' argument.

32. BUSD identified Respondent Christopher Fitch (Respondent Fitch) as the Small Learning Communities (SLC) lead teacher that it proposes to lay off by 0.6 FTE. Respondents argued Respondent Fitch was the SLC coordinator and not the SLC lead teacher, and thus should not be laid off. Respondent Fitch explained that the other SLC lead teachers report to him "indirectly" and that he coordinates the program, dealing with the day-to-day operations of the program. There were no documents identifying Respondent Fitch as SLC coordinator or lead teacher, but Respondent Fitch testified that he is, in fact, the SLC coordinator and was surprised that he was identified as the lead teacher for purposes of layoff. His testimony asserting he was the SLC coordinator was persuasive.

33(a). Respondents argued in their closing brief that there are five other SLC lead teachers: Harriet Sherry, with a seniority date of September 1, 1991; William Steward, with a seniority date of August 27, 2001; Tom Covington, with a seniority date of September 8, 2003; Wendy Bowers, with a seniority date of June 27, 2005; and Respondent Denise Strickland (Respondent Strickland), with a seniority date of June 28, 2005.<sup>3</sup> There was, however, insufficient evidence to establish whether these five are indeed SLC lead teachers.

33(b). Respondent Fitch has a seniority date of September 1, 2002. Of the five SLC lead teachers, only William Steward and Harriet Sherry have more seniority than Respondent Fitch.

34. Brown agreed Respondent Fitch has administrative and coordinating responsibilities regarding SLC, but understood, based on information she elicited from other administrators, that Respondent Fitch was an SLC lead teacher. BUSD argued that at worst, the layoff should be affirmed based on the Education Code section that allows school districts to proceed with layoffs despite non-substantive procedural errors. However, the error here misidentifies Respondent Fitch and is not a non-substantive procedural error because it is prejudicial to him. The evidence supported Respondent Fitch's argument.

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<sup>3</sup> Wendy Bowers and Tom Covington were served with Accusations in this matter, but William Steward and Harriet Sherry were not.

35. Respondent Tamara Henderson (Respondent Henderson) argued that her seniority date should be amended because BUSD misclassified her as a temporary employee when it hired her on December 10, 2004. Respondent Henderson explained that BUSD initially hired her to replace an English teacher who she understood at the time was on a leave of absence. Respondent Henderson asserted that she later understood the replaced English teacher had resigned. Consequently, the appropriate classification for Respondent Henderson, if she was indeed hired to replace a teacher who had resigned, is as a probationary employee. A BUSD Personnel Action Approval form proffered by Respondent Henderson shows her hiring was to replace a teacher; it does not state whether the replaced teacher had resigned or was on a leave of absence. The form states “Temporary Contract,” with a start date and ending date (December 10, 2004, and June 30, 2005, respectively). There was no persuasive evidence to support Respondent Henderson’s assertion that she replaced a teacher who had resigned.

36. BUSD categorizes Respondent Klymkiw as having probationary status as of August 25, 2010. Respondent Klymkiw argued that her seniority date of August 25, 2010, is incorrect and should be June 18, 2010. As noted in Factual Finding 29, Respondent Klymkiw teaches in the OH (orthopaedically handicapped) program. She presented evidence that BUSD paid Respondent Klymkiw for employment services rendered in June 2010. Starting on June 18, 2010, she taught students in the OH program, during the extended school year. Extended school year (ESY) is a portion of the school year that is extended for special education students beyond the dates of the regular school year. ESY is not the same as summer school and in argument, Respondents pointed to the regulatory definition of ESY to support their argument. (See Legal Conclusion 10.) The evidence established that Respondent Klymkiw’s first date of paid service was June 18, 2010. While she may have been first hired in a temporary position (Factual Finding 37), BUSD acknowledged that she attained probationary status in the summer of 2010. Her first date of paid service in a probationary position is June 18, 2010. Based on the seniority list in evidence, there is no other OH teacher less senior than Respondent Klymkiw. The next OH teacher closest to Respondent Klymkiw possesses a seniority date of June 12, 2009. Therefore, the change in Respondent Klymkiw’s seniority date does not alter her layoff.

37. Respondent Klymkiw’s temporary employment contract with BUSD shows a start date of September 1, 2010. That date is distinct from what either party asserted, and is therefore unreliable for the purpose of establishing her first date of paid service.

38. The testimony of other Respondents was either insufficient in evidence, unpersuasive, or lacked merit, and was not credited.

39. No certificated employee junior to any Respondent was retained to render a service that any Respondent is certificated and competent to render.

## LEGAL CONCLUSIONS

1. The parties met all notice and jurisdictional requirements set forth in Education Code sections 44949 and 44955.

2. A school district may reduce services within the meaning of Education Code section 44955, subdivision (b), “either by determining that a certain type of service to students shall not, thereafter, be performed at all by anyone, or it may ‘reduce services’ by determining that proffered services shall be reduced in extent because fewer employees are made available to deal with the pupils involved.” (*Rutherford v. Board of Trustees* (1976) 64 Cal.App.3d 167, 178-179.)

3. The services identified in Resolution 12-11 are particular kinds of services that the Governing Board can reduce or discontinue under Education Code section 44955. The Governing Board’s decision to reduce or discontinue the identified services was not arbitrary or capricious, but was a proper exercise of its discretion. Cause for the reduction or discontinuation of services relates solely to the welfare of BUSD’s schools and pupils within the meaning of Education Code section 44949.

4. Respondents’ arguments regarding BUSD’s use of “elementary K-8 multiple subject classroom teachers” were unpersuasive. In *Karbach v. Board of Education of the Lawndale School District* (1974) 39 Cal.App.3d 355, the case law cited by Respondents, the Second District Court of Appeal ruled that the statutory provisions relating to layoff intend “to insure that before the March 15 date the affected employee be informed of facts upon which he can reasonably assess the probability he will not be reemployed.” (*Karbach, supra*, 39 Cal.App.3d 355, 362.) The wording used by the Governing Board was incomplete by referencing “elementary” school teachers, but it correctly identified grades kindergarten through eighth and multiple subject classroom teachers. Any teacher with a multiple subject credential teaching in grades kindergarten through eighth grade was reasonably placed on notice. There was no evidence that the wording confused Respondents or impeded their rights to appear at hearing, defend against the Accusation, and present a defense to layoff. Respondents were not denied due process. Citing *Burgess v. Board of Education of the Norwalk-La Mirada Unified School District* (1974) 41 Cal.App.3d 571, Respondents also argued that the designation at issue is not a particular kind of service within the meaning of Education Code section 44955. In that case, the Second District Court of Appeal ruled that “[p]articular kind of service,’ . . . must . . . be read as referring to a kind of service that a school district may discontinue and not merely reduce.” (*Burgess, supra*, 41 Cal.App.3d 571, 580; see also *Degener v. Governing Board* (1977) 67 Cal.App.3d 689, 695-696, and *Campbell Elementary Teachers Association, Inc. v. Abbott* (1978) 76 Cal.App.3d 796, 811.) BUSD’s designation meets this definition and thus “elementary K-8 multiple subject classroom teachers” is a service that was sufficiently identified by the Governing Board for purposes of layoff. (*Degener v. Governing Board, supra*, 67 Cal.App.3d at 695-696; *Campbell Elementary Teachers Association, Inc. v. Abbott, supra*, 76 Cal.App.3d at 811.)

5. Respondents' argument that BUSD should combine the FTE portions of teachers' sixth periods was unsuccessful because nothing in the Education Code requires BUSD to do so. These sixth periods are additional assignments that are given to teachers on an as-needed basis, and may be taken away similarly. (Educ. Code, § 44923.) As BUSD argued, it is unclear whether these sixth periods will be needed or offered in the ensuing school year. Given these facts, Respondents' argument cannot succeed.

6. Respondents' argument regarding the use of a lottery to break seniority ties was unpersuasive. The Legislature mandates that, "[a]s between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof." (Educ. Code, § 44955, subd. (b).) It cannot be concluded here that a lottery to break seniority ties fails to meet the needs of the school district or its students. Respondents provided no persuasive legal authority to support its argument. Their citing of *Board of Education of the Round Valley Unified School District v. Round Valley Teachers Association* (1996) 13 Cal.4th 269, was misplaced. In that case, the California Supreme Court found that the Education Code preempted any procedural protections bargained for and attained in the collective bargaining agreement between the school district and its teachers. The State Supreme Court dealt with whether probationary employees could exercise greater procedural protections regarding reelection, as secured through collective bargaining, than those provided for by the Education Code. (*Board of Education of the Round Valley Unified School District, supra*, 13 Cal.4th 269, 271-274.) Of relevance here, the California Supreme Court found that having greater procedural protections than provided for in the statute was a distinction between the bargaining agreement and the Education Code that constituted a conflict between the two. (*Round Valley, supra*, 13 Cal.4th at 284-285.) In the instant matter, it was not established that the lottery is in conflict with the pertinent Education Code provision. Thus, the factual analysis in *Round Valley* is distinguishable. Respondents additionally argued that the lottery provision of the CBA deals only with transfers and reassignment procedures, and not layoff procedures. Respondents' argument is belied by the fact that the impacted teachers and a representative of the teachers' union were present at the lottery and there was no evidence that anyone objected to the process as inapplicable to determining seniority tie breaks, or to any other aspect of the lottery.

7. Respondents' argument that the Superintendent should select to layoff site administrators in order of seniority is not supported by the Education Code or any persuasive case law. Cause is not required to release an administrator. (Educ. Code, § 44951.) As the Superintendent may use his discretion to decide which administrators to select for release, there is no persuasive authority to require as Respondents suggest.

8. There was insufficient evidence to conclude, as Respondents argued, that Respondent Doerner should be retained to the extent of her partial assignment in AVID. As Respondent Doerner did not testify, and the seniority list identifies her assignment only as English, it could not be determined by a preponderance of the evidence (despite the Master Schedule) that Respondent Doerner has a partial assignment in AVID and that AVID, as Respondent Doerner teaches it, does not constitute an English class.

9. Respondent Fitch's argument was successful. The evidence established that Respondent Fitch has coordinating responsibilities beyond that of a lead teacher. Saliently, there was no evidence, other than the testimony of Brown, that Respondent Fitch was solely a lead teacher. Brown's testimony on this was not persuasive, as she explained she gathered this information from others; her explanation as to how she came to conclude that Respondent Fitch was a lead teacher was weak in its basis. Respondent Fitch was credible that he was the SLC coordinator and that the other lead teachers report to him, albeit indirectly. As such, he is not the lead teacher and does not fit the description of the particular service the Governing Board seeks to reduce. BUSD argued that the error in description was a non-substantive procedural error, and that pursuant to Education Code section 44949, subdivision (c)(3), the layoff of Respondent Fitch should be affirmed nonetheless. Education Code section 44949, subdivision (c)(3) provides that "Nonsubstantive procedural errors committed by the school district or governing board of the school district shall not constitute cause for dismissing the charges unless the errors are prejudicial errors." The error here is prejudicial toward Respondent Fitch, as it was not proven that he is an SLC lead teacher subject to layoff. Therefore, Education Code section 44949, subdivision (c)(3) is not applicable. Respondent Fitch should be retained and his Accusation dismissed.

10. Respondent Klymkiw's argument was successful in that her seniority date should be amended to reflect June 18, 2010, as her first date of paid service with BUSD. The Legislature mandates that "[e]very probationary or permanent employee . . . shall be deemed to have been employed on the date upon which he first rendered paid service in a probationary position." (Educ. Code, § 44845.) BUSD identified Respondent Klymkiw as a probationary employee as of the summer of 2010. The evidence established that BUSD paid her for teaching in the OH program during the extended school year, not summer school. The regulatory definition of ESY confirms that ESY is not equivalent to summer school, but part of the "regular academic year." (See Cal. Code Regs., tit. 5, § 3043, subd. (a).) BUSD paid her for her teaching services in June 2010, and thus, her testimony that she began on June 18, 2010, was credited. Respondent Klymkiw's seniority date should be amended to June 18, 2010.

11. With the exception of Respondent Fitch, BUSD properly identified the certificated employees providing the particular kinds of services that the Governing Board directed to be reduced or discontinued.

12. Any other arguments presented by Respondents were lacking in evidence or were otherwise unpersuasive and thus, not credited.

13. With the exception of Respondent Fitch, BUSD established cause to not reemploy Respondents for the 2011-2012 school year.

14. No junior certificated employee is scheduled to be retained to perform services that a more senior employee is certificated and competent to render.

15. Cause exists to sustain BUSD's action to reduce or discontinue the full-time equivalent positions set forth in BUSD's Resolution 12-11 for the 2011-2012 school year, pursuant to Education Code sections 44949 and 44955, as set forth in Factual Findings 1-39, and Legal Conclusions 1-14.

ORDER

1. The Accusations served on Respondents listed in Appendix B are sustained.
2. Notice shall be given to Respondents listed in Appendix B that their services will be terminated at the close of the 2010-2011 school year.
3. The Accusations served on Respondents Maribel Ayon, Eloise Gomez, Ignacio Acero, Thomas Covington, Wendy Bowers, Maria Herrera, Christopher Fitch, and Chona de la Rosa Santos are dismissed.
4. BUSD shall amend Respondent Nicole Klymkiw's seniority date to June 18, 2010.

Dated: May 10, 2011

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DANIEL JUAREZ  
Administrative Law Judge  
Office of Administrative Hearings

Appendix A  
Respondents In Case Number 2011030383

1. Acero, Ignacio
2. Ayon, Maribel
3. Bowers, Wendy
4. Castellanos, Marta
5. Chavez, Vanessa
6. Chorpenning, Rick
7. Covington, Thomas
8. Doerner, Lynda
9. Fernandez, Teresa
10. Fitch, Christopher
11. Flores, Marisa
12. Garcia, Maria Teresa
13. Gomez, Eloise
14. Gonzalez, Elena
15. Gurba, Elizabeth
16. Henderson, Tamara
17. Herrera, Maria
18. Klymkiw, Nicole
19. Larson, Jacqueline
20. Macias-Puente, Nicole
21. McCandliss, William
22. Medeiros, Cynthia
23. Mordon, Shirley
24. Nieto, Guadalupe
25. Oh, Stacy
26. Pagano, Shondale
27. Park, Stella
28. Quirarte, Sharon
29. Reyes, Isabel
30. Rios, Berenice
31. Santos, Chona de la Rosa
32. Schlitt, Audrey
33. Soto, Rosalba
34. Strickland, Denise
35. Torres, Luz
36. Truong, Van

## Appendix B

### Respondents Whose Accusations Are Sustained In Case Number 2011030383

1. Castellanos, Marta
2. Chavez, Vanessa
3. Chorpenning, Rick
4. Doerner, Lynda
5. Fernandez, Teresa
6. Flores, Marisa
7. Garcia, Maria Teresa
8. Gonzalez, Elena
9. Gurba, Elizabeth
10. Henderson, Tamara
11. Klymkiw, Nicole
12. Larson, Jacqueline
13. Macias-Puente, Nicole
14. McCandliss, William
15. Medeiros, Cynthia
16. Mordon, Shirley
17. Nieto, Guadalupe
18. Oh, Stacy
19. Pagano, Shondale
20. Park, Stella
21. Quirarte, Sharon
22. Reyes, Isabel
23. Rios, Berenice
24. Schlitt, Audrey
25. Soto, Rosalba
26. Strickland, Denise
27. Torres, Luz
28. Truong, Van