

SELMA UNIFIED CHANGES COME AT A STEEP PRICE

SUMMARY

Violation of the Ralph M. Brown Act by members of the Selma Unified School District Board of Trustees was alleged in the original complaint to the Grand Jury.

A six-month investigation expanded the scope of inquiry to governance of the district before and after the release of the district superintendent from his contract, which had been extended just over two months earlier. In its review, the Grand Jury found numerous examples of trustees ignoring the board's own policy manual and Code of Ethics about their authority, unduly stressing district staff and acting independently without board authorization.

Citizens reacted to the superintendent's dismissal -- and the unbudgeted costs associated with that action -- by organizing a recall election in which the three trustees who formed the ouster majority were unseated and three new trustees were voted onto the board.

During the recall campaign, the Board of Trustees hired a new superintendent, who most recently has worked with the newly organized board in what appears to be a more collegial, collaborative and respectful partnership between trustees and district administrators.

COMPLAINT

The Fresno County Civil Grand Jury is charged with observing and reporting upon the operations – but not the curriculum – of local school districts. That includes, but is not limited to, assessing administrative policies and management (California Penal Code §933.5) and is intended to ensure that the public's business is being conducted properly and publicly.

A Grand Jury investigation provides citizens impartial facts, findings and recommendations. The citizens alone, however, have the responsibility to weigh the Grand Jury's information and decide what – if any – action should result.

The Grand Jury also is a guardian of the Ralph M. Brown Act (California Government Code §§54950 - 54963), which protects the public's right to know about how local governments conduct business. If citizens are concerned about possible violations of the Brown Act, they can ask the Grand Jury to assess compliance.

The Grand Jury received a complaint alleging a Brown Act violation among the elected members of the Selma Unified School District Board of Trustees prior to a special meeting February 3, 2015 at which the district superintendent was released from his contract.

During its preliminary investigation, the Grand Jury concluded that it was necessary to expand its inquiry to include policy compliance of Selma Unified School District trustees and its impact on the district and its employees.

METHODOLOGY

The Grand Jury reviewed Selma Unified School District Board of Trustees meeting agendas, audio and minutes, media reports, the district policy manual, social media posts and conducted interviews with an extensive list of witnesses. The Grand Jury also subpoenaed several hundred pages of emails and documents, which were promptly provided by Selma Unified, and scrutinized documentation from Grand Jury witnesses. Government Code §54950-94593 regarding the Brown Act was researched as were materials from the California School Boards Association. The Grand Jury conducted Internet research regarding Education Code sections and student performance standards.

BACKGROUND

The 2010 United States Census reported that the City of Selma had a population of 23,219, of whom 18,014 persons (77.6 percent) identified as Hispanic or Latino. There were 6,416 households, of which 3,411 (53.2 percent) had children under the age of 18 living in them. The Census report found 21.9 percent of the general population lives under the poverty line.

The Selma Unified School District operates eight elementary schools, one middle school, one continuation/adult school and one high school, serving 6,447 students enrolled in 2014-2015, of whom 5,750 were Hispanic/Latino (89.1 percent). Twenty-nine percent of the students speak a second language, with Spanish being the most common (1,696 students). The graduation rate for the district varies from 92 to 94 percent.

Although curriculum and student performance test scores are not within Grand Jury purview, the data were investigated as indicating motivation for certain actions by elected trustees and district administrators.

In evaluating the general performance of Selma Unified schools, the Grand Jury determined there are many frequently changing policies and programs that affect how student achievement is measured. The most significant changes occurred during the tenure of the superintendent who was released February 3, 2015:

- In 2012, Senate Bill 1458 called for significant amendments to the composition of the state's high school Academic Performance Index (API).
- In 2013, Assembly Bill 484 suspended the state's Standardized Testing and Reporting program. The purpose was to allow schools time to prepare for the new Smarter Balanced Assessments, which are aligned with federal Common Core standards, and to transition to the new California Assessment of Student Performance and Progress.
- In 2014, most of the California Standards Tests program was suspended, so testing and API data would differ in the 2015-2016 school year.

The Selma Unified School District Local Education Agency Plan, updated for the 2015-2016 school year, reflects that the district is trying to adjust to curriculum and assessment changes mandated in recent years by the California Board of Education and legislative action.

This plan is relevant to the Grand Jury, because it is typically prepared by the superintendent in consultation with the Board of Trustees. Performance goals and improvements outlined in the plan help determine priorities for funding during the school year.

During the Grand Jury's investigation, the Selma Unified website was redesigned in December 2015, resulting in public access to some archives -- previously available to the public -- being removed, including district Local Education Agency Plans for prior years.

In 2011, the Selma Unified School District switched from at-large election of Board of Trustees members to electing trustees from five areas in which each trustee must reside. Boundaries were drawn to approximately equalize the number of residents and registered voters and putting each incumbent trustee in an area where he or she resided.

In 2012, the area system took effect and the first election was conducted. One trustee area was on that ballot and the incumbent polled 54.1 percent of the vote. Turnout was 62.6 percent of eligible voters. Just two years later, there was an election in three trustee areas and voter turnout ranged from 38 to 45.9 percent. Two incumbents and one challenger were elected, effectively creating a new majority within the five members of the Board of Trustees beginning in December 2014.

The Grand Jury investigated the impact of actions by the Selma Unified School District Board of Trustees before and after the 2014 election, the ouster of the superintendent in 2015, the 2015 trustee recall election and events that followed.

INVESTIGATION

At the time the Grand Jury received its complaint regarding the Selma Unified School District Board of Trustees, several actions had taken place within the community:

- In a February 3, 2015 special Board of Trustees meeting, the superintendent was released from his contract on a 3-2 vote.
- Members of the public, dissatisfied with that action, petitioned for a recall election against the three trustees who voted for termination. (That election was conducted November 3, 2015.)
- The Board of Trustees appointed a district administrator as interim superintendent.
- The Board of Trustees conducted a search and hired a new superintendent, who began with Selma Unified July 28, 2015.

The Grand Jury's investigation sought answers to these questions:

- Did any member of the Board of Trustees discuss with other trustees their voting intention regarding termination in advance of the February 3, 2015 meeting?
- Did trustees discuss costs associated with the superintendent's release prior to taking action?
- Was board policy followed regarding the replacement of the superintendent?

Information received during a preliminary review, prompted the Grand Jury to expand the scope of its investigation. To help report readers differentiate among the Selma Unified School District trustees whose actions are detailed, but not to disclose identity, it became necessary to label each trustee by randomly assigned letters (i.e. Trustee A, D, etc.).

Among the allegations the Grand Jury investigated were:

- Trustees discussing un-agendized items during closed sessions.
- Trustee A incurring legal costs to the district without informing other trustees or receiving authorization to do so.
- Trustees A and B repeatedly contacting management and administrative staff by phone, email and in person, causing mental anguish and creating a climate of fear among employees.
- Trustee A flooding the district's interim superintendent with requests for data and analysis that consumed staff time, had been previously delivered electronically rather than in print, were sometimes redundant and were not discussed publicly at subsequent board meetings.
- Trustees A, B and E exceeding their authority through directives to staff and demands for action.
- Trustees A and B making unannounced visits to classrooms and campuses to intimidate employees, thereby failing to follow district policies and procedures for visits to campuses.
- Trustees A, B and E involving themselves in staff disciplinary matters, directing administrators to take specific actions based on unconfirmed information and disregarding district policies about limitations on trustee duties.

SUPERINTENDENT CONTRACT EXTENSION, SEATING A NEW TRUSTEE

The superintendent, whose termination prompted the Brown Act complaint to the Grand Jury, had been employed in that capacity by the Selma Unified School District since 2007. He had worked in other administrative capacities in the district prior to employment as superintendent.

The Board of Trustees evaluated the superintendent's performance annually. A satisfactory evaluation in each of two consecutive school years automatically extended the employment contract for two years effective on July 1 of the third consecutive year, not to exceed a state-allowed maximum of four years.

The Board of Trustees' most-recent evaluation of the superintendent occurred October 28, 2014, when there was a consensus that the evaluation was positive, according to minutes of the meeting.

On November 4, 2014, two incumbent trustees were re-elected and one was defeated. Witnesses testified that the incoming board member's motivation to run was that schools were failing, because nine of Selma Unified's 11 schools did not meet API standards and the superintendent must be held personally accountable.

At a Board of Trustees meeting November 18, 2014, before the official canvass of election results, the trustee-elect (Trustee E) spoke during public comments seeking to delay consideration of the superintendent's contract extension until he could be sworn in and could vote on it. Witnesses testified that Trustee A nodded and gestured to the trustee-elect before his comments.

Witnesses testified to the Grand Jury that the trustee-elect had a relationship with Trustee A before and during the campaign to join the Board of Trustees. They were observed together multiple times on the Jackson Elementary School campus and at back-to-school nights.

Witnesses said they sat together on the field during Selma High School commencement ceremonies in 2014 (several months before the election) at the invitation of Trustee A. Witnesses

told the Grand Jury that the honor of being seated on the field typically is reserved for administrative staff and special dignitaries.

Trustees A and B moved to table consideration of the superintendent's contract extension. Their motion failed and the extension was approved on a 3-2 vote (Trustees A and B opposed).

There was Grand Jury testimony that Trustee E did not express reservations about the superintendent's performance prior to the November 2014 election. However, Trustee E did speak with the superintendent before the election about relatively innocuous matters including recreational equipment on a campus and about food options for the district's after-school program.

The Grand Jury confirmed that Trustee E, who had not attended trustee board meetings previously, began attending the meetings in February 2014, speaking at one meeting about the removal of tetherballs at one school site, but not of any reservations about the superintendent.

Witnesses said Trustee A had spoken in public about his dislike of the superintendent and had consistently voted against the superintendent's contract extensions.

There was conflicting testimony that Trustee A spoke to Trustee E only *after* the election to find out who he was and where he stood on Selma Unified.

Grand Jury witnesses and emails indicated there was conflict between the superintendent and Trustees A and B, and Trustee E after taking office. All three directed or asked the superintendent and top administrators to approve building construction and/or school-site improvements not sought by the full Board of Trustees. Witnesses said the three commented negatively about district personnel in closed session even though such discussion was not on the agenda.

Witnesses testimony corroborated by email evidence showed that the superintendent had reminded trustees of their responsibilities and limitations as spelled out in the district's policy and procedures manual and the Board's Code of Ethics, which all trustees sign.

At the December 9, 2014 Board of Trustees organizational meeting, Trustee A was elected board president, a role that typically involves greater contact with the superintendent than other trustees enjoy. The board president also conducts meetings and is a ceremonial leader and spokesperson for the district at various community and district events.

SUPERINTENDENT EMPLOYMENT DISCUSSION AND CONTRACT RELEASE

Witnesses said Trustee A requested a meeting with the superintendent at approximately 4 p.m. January 29, 2015 and that Trustee E was at the district office at the same time to discuss new leadership. (Witnesses disagree on whether the two were at the same place at the same time coincidentally.)

Trustee A and the superintendent met in the superintendent's office, witnesses told the Grand Jury, and the superintendent was informed that trustees had decided to move in a different direction so he would be released from his contract. Witnesses said that when pressed by the superintendent about the full board's feelings, Trustee A indicated his confidence that the majority of trustees agreed.

The Grand Jury was unable to verify the specifics of the conversation. However, Trustees A, B and E had previously expressed publicly their dissatisfaction with the superintendent.

After leaving the superintendent's office, witnesses told the Grand Jury that Trustees A and E met in the parking lot and Trustee E did not meet with the superintendent as originally planned. What the two trustees discussed in the parking lot is unknown to the Grand Jury.

Witnesses said Trustee A consulted the district's legal counsel directly for advice on how to call a special meeting of the Board of Trustees on February 3, 2015. In doing so, the Grand Jury was told, Trustee A simultaneously cut off communication between administrators and legal counsel. The abrupt access removal made it impossible for staff to follow Trustee A's order to post an agenda until the trustee was contacted and a staff member received direction from legal counsel.

The special meeting agenda was posted Friday, January 30, 2015, with one action item: "Employee Discipline/Dismissal/Release/Non-Re-election (Government Code 54957)."

Trustee A was not authorized publicly by the Board of Trustees to take this action.

Although the individual employee was not named on the agenda, witnesses said that rumors circulated quickly throughout the district that the superintendent's tenure was the purpose of the meeting.

Minutes for the February 3, 2015 meeting listed signatures of 150 individuals on a sign-up sheet, but witness and media accounts put the estimated crowd at 200-300 people -- mostly supporters of the superintendent. Grand Jury witnesses said citizens' anger -- expressed directly to trustees and on social media -- made some trustees fearful of physical violence.

Witnesses told the Grand Jury that Trustee D proposed to Trustee A in advance of the meeting that a bigger venue was needed to accommodate the anticipated larger-than-usual audience. District staff forwarded emails and information about calls seeking a larger meeting place to Trustee A and other trustees.

When Trustee C made a motion at the meeting to change the venue, citing a fire marshal request, it was defeated 3-2 (Trustee D was also in the minority) without discussion and the special meeting continued.

The Board of Trustees meeting room, located within the Selma Unified District Office, typically has 18-20 chairs available to the public. Multiple citizens spoke during public comment that declining to change the venue to a larger space was disrespectful to citizens left to stand for hours in the cold.

Forty-six citizens spoke during the nearly two-hour public comments segment of the special meeting -- all but two of whom favored the superintendent's retention. The meeting agenda said public comments would be limited to 30 minutes overall and no more than 3 minutes per speaker, but limits "are at the discretion of the board president." Trustee A waived the 30-minute total and asked Trustee E keep time on individual speakers so they could speak for 3 minutes apiece.

Selma Unified records audio from the public portions of its trustees' meetings.

The audio recording reviewed by the Grand Jury indicates multiple citizens said the superintendent was beloved in the community, especially with students.

Citizens shared stories of how the superintendent campaigned at local businesses for donations to meet student needs and worked with law enforcement to improve campus safety and student/officer relations. His attendance and approachability at school functions and athletic events was a highlight to students and parents, speakers said. Others shared memories of the superintendent paying for classroom needs from his own pocket.

The cost of the buy-out was a recurring theme during public comment. Parents and teachers were heard on the audio file expressing concern that the funds would be better applied to student services. Multiple speakers mentioned a buy-out price tag of \$250,000 and also said that a wrongful termination lawsuit was likely.

Many citizens expressed the opinion that termination would not be in the best interest of the students or teachers whom they said were finally starting to experience stability and trust under the superintendent's leadership.

There was no discussion by the board members before the trustees moved into closed session and the superintendent left the meeting.

There was conflicting witness testimony about the length of the closed session, but agreement that there was only brief discussion before the trustees voted that did not include consideration of the contract buy-out cost.

The trustees reconvened in public session and announced the superintendent's release had been approved on a 3-2 vote. Trustees A and E, who had met the previous week at the superintendent's office, and Trustee B formed the majority.

Witnesses said the superintendent was provided no specific reason for his ouster, nor was the Grand Jury. Multiple witnesses stated that trustees did not set, nor communicate standards to evaluate the superintendent's work performance, as was required by board policy 2110(a): "The Board shall clarify expectations and goals for the Superintendent at the beginning of every evaluation year."

However, conflict existed between some trustees and the superintendent, and among trustees themselves, the Grand Jury was told, with issues stretching back several years.

The Selma Unified superintendent serves at the will of the Board of Trustees and the employment contract can be terminated at the board's discretion. Canceling the contract did not constitute a firing and did not imply wrongdoing by the superintendent. It did, however, trigger a separation clause and its financial ramifications to which citizens referred in the special meeting.

THE COST OF SEPARATION

Witnesses told the Grand Jury that some trustees were not aware of the precise cost of terminating the superintendent's contract. However, public records of the February 3, 2015 special meeting indicate the trustees were reminded by community members of estimated costs prior to the vote.

The cost to buy out the superintendent's contract totaled \$296,940. Approximately \$18,000 was paid from the district's budget reserve, with the remainder from the 2014-2015 and 2015-2016 annual budgets.

An interim superintendent who served the district from February 10, 2015 until July 27, 2015, was paid the difference between usual salary and the superintendent's salary for the hours spent performing superintendent duties. That was an unbudgeted expense of \$40,213.

Also unbudgeted was the cost of hiring the search firm to recruit candidates for superintendent. The district paid \$18,500 to the search firm. There were additional costs to send trustees to one candidate's district outside the area and to pay expenses of candidates coming for interviews.

Legal costs for the district also took a drastic upward turn starting in February 2015. As of February 24, 2015, legal counsel was present at almost all Board of Trustees meetings. Between travel time and the duration of the meeting, the presence of legal counsel at meetings is a cost to the district of approximately \$919 per meeting.

Counsel billed the district \$9,183 for legal advice about the former, interim and new superintendents, the superintendent search, contracts, reviewing documents, researching Brown Act violation allegations, issues relating to the recall and political activities of district staff.

The district also paid counsel more than \$4,000 advising district staff and reviewing documents in response to the Grand Jury's investigation.

The direct costs to the district that the Grand Jury could account for regarding the superintendent's termination totaled \$377,174, significantly more than the amount mentioned by citizens at the February 3, 2015 special board meeting.

The total does *not* include \$55,781 billed by the Fresno County Clerk/Registrar of Voters for conducting the recall election, nor does it include any district costs associated with interviewing or vetting superintendent candidates.

The financial impact on the district of releasing the superintendent that could be verified by the Grand Jury totaled \$432,955, with impact on operations budgets in two fiscal years and on the district's reserve fund.

STRAINED RELATIONSHIPS

Witness testimony and emails obtained by the Grand Jury painted a portrait of a difficult work relationship between top administrators and Trustees A and B that became increasingly strained beginning in the summer of 2014 and escalated after Trustee E was elected November 4, 2014.

The Grand Jury reviewed emails sent by Trustees A and B directly to administrative staff that were often outside any trustee's scope of authority, weren't authorized by the Board of Trustees, weren't directed to the proper administrator, weren't based on personal expertise, and/or did not consider financial impacts for the district.

Witnesses told the Grand Jury that responding to trustees' requests and directives consumed considerable staff time and district resources and sometimes duplicated materials previously provided. However, the Grand Jury found that in emails exchanged between district staff and all

trustees, staff responses were usually quick and respectful, even when emails came in late at night, on weekends or at other personally inconvenient times.

Following are some examples of trustee requests during the 2014-15 school year:

- Trustee A instructed the assistant superintendent with responsibility for personnel to discipline a staff member based upon a rumor that proved to be false. (The request was not authorized by the Board of Trustees.)
- Shortly after the November 2014 election, Trustee A directed the same administrator to take action against a principal for declining to “lock down” the school campus due to an unverified incident. (Witnesses told the Grand Jury that Selma Police investigators advised against the lockdown.)
- Trustee A directed the assistant superintendent to conduct a review “to examine the culture of a school site with regard to staff interaction” based on unsubstantiated reports of conflict between the principal and teachers. (The request was not authorized by the Board of Trustees.)
- Trustee A, with no building trades background, directed the superintendent to replace ovens, flooring, roofing, furniture, doors, playground structures and other equipment at schools he visited. (Costs did not factor in the directive, which also was not requested by the Board of Trustees.)
- Trustee A directed the superintendent to provide a larger library building for a campus. (The action was not authorized by the Board of Trustees.)
- Trustee A became personally involved in multiple employee and student discipline actions upon which he could be expected to vote in an appeal. (The Board of Trustees did not authorize his involvement.)
- Trustee A sent emails to the superintendent, with copies to all board members, accusing the superintendent of not providing status updates on work requests and the location of various district equipment. (The Grand Jury determined that the superintendent had previously provided the information to the trustee.)
- Trustee A directed the superintendent to contact him directly each time campus repairs were completed so he could inspect them. (The trustee was not authorized by the Board of Trustees to do such inspections.)
- Trustee A repeatedly requested documentation be printed on short notice although the information was available online or previously provided. One such request was that more than 700 pages be made available.
- Trustee A requested historical data from multiple sources, some of which was not within the district’s purview to collect, and then repeatedly asked staff how quickly the items would be provided. (Board meeting minutes do not reflect that the data items were subject of public discussion.)
- Trustee A copied and pasted selected unreferenced sections of the District’s 1,702-page policy manual in email directives to district staff.
- Trustee A directed the superintendent to purchase two golf carts, smart phones, 26 two-way radios for the high school “safety staff” and radios for the middle school. (The trustee did not suggest how the purchases would be paid and the request was not authorized by the board.)
- Trustee A requested comprehensive reports on district vehicles: precise location of vehicles at the time of the request, model years, license plate numbers, repair invoices, all costs for the vehicles, any insurance coverage applied, vehicle mileage, duration of time vehicle was driven by each employee and when future repairs on the vehicles would be completed. (No reason for the request was provided and the request was not authorized by the Board of Trustees in public session.)

- Trustee A asked to inspect the district's vision and hearing testing equipment, a list of the training sessions and conferences all district nurses had attended, the number of students tested in the current and prior year (sorted by grade level) and what information was given to parents about test results. (The trustee was not authorized to inspect medical equipment and the Board of Trustees did not request nurse or student data)
- Trustee A, who visited multiple classrooms on campuses without advising anyone of the reason or outcome, instructed the superintendent to report to the board all classrooms the superintendent visited, what was learned, how the district would prepare for Common Core implementation and various district student assessment needs. (The trustee gave this directive without authorization from the Board of Trustees.)
- Trustee A repeatedly involved himself in trying to manage the superintendent's personal time, telling the superintendent not to attend district or school functions or field trips off the clock. The trustee expressed frustration to other trustees after learning that the superintendent attended certain school activities. The trustee also criticized the superintendent's involvement in community organizations, suggesting it was taking time away from work. (The superintendent is authorized by the Board of Trustees to represent the district in the community.)

The Grand Jury learned that when one staff member's work vehicle became subject to Trustee A's repeated inquiries, the employee volunteered to surrender the vehicle, telling the administrator, "I am sorry that your time is being spent on this item rather than dealing with more important issues."

Some facilities requests submitted by Trustee A were declined or not given top priority because they did not affect student safety or enhance education, the Grand Jury was told.

An example reviewed by the Grand Jury was an email Trustee A submitted to the superintendent and assistant superintendent listing unbudgeted facilities repairs and directing that work be expedited on a particular campus. The email list included his reasoning as to why Trustee A wanted the work done:

- Ceiling tiles described as a distraction and giving "a look of poverty."
- Vinyl flooring in different colors that should be changed to one color so students didn't "internalize poverty."
- Discolored wood flooring that made "students feel they are not important."
- Urgent replacement of library carpeting because it made "a loud noise when walked on."

District emails confirmed the trustee continued to argue the importance of the repairs with the superintendent as well as the assistant superintendent despite being cautioned about the cost and the need to complete urgent repairs on other campuses.

The superintendent counseled trustees on multiple occasions regarding the proper procedure for routing concerns and also warned them about limitations on their authority as trustees.

A trustee was cautioned via email by the superintendent that his signed District Governance Team Code of Ethics indicated a trustee was "never to exercise authority as a board member except when acting in a meeting with the full Board or as delegated authority by the Board." The superintendent also directed the trustee to the Board bylaws, which require all trustees to "understand the distinction between Board and staff roles, and refrain from performing any management responsibility of the Superintendent and staff" (Board Bylaws 9005(a) #7).

Documents reviewed by the Grand Jury indicate repeated trustee involvement also continued in staff discipline requests in spite of warnings from the superintendent and assistant superintendent regarding the Board's involvement in preliminary personnel actions. Witnesses told the Grand Jury that the trustees were overreaching in their requests for specific personnel discipline despite receiving cautionary advice dating back to 2012.

Board agendas and minutes, as well as testimony from multiple witnesses, confirmed that all Selma Unified trustees received training about their roles and authority. Presentations and workshops coordinated by district administrators, district legal counsel and consultants were provided, as was training at California School Boards Association conferences.

District correspondence and witness testimony confirmed that Trustees A and B, however, made repeated demands on district administrators and were admonished by the superintendent for crossing authority boundaries that had been the subject of training.

The frequency and intensity of the email exchanges between Trustees A and B and the administrative staff significantly increased following the November 2014 election, in which witnesses said that Trustee A publicly campaigned for Trustee E against an incumbent.

CITIZEN INVOLVEMENT AND COMMENCEMENT OF RECALL PROCESS

Trustee A's scheduling of a special meeting to terminate the superintendent brought a quick -- and negative -- response from some community members.

January 31, 2015, the day after the Selma Unified School District agenda was posted for the February 3, 2015 special meeting, citizens started a Facebook page to advocate for retaining the superintendent. Facebook posts, media accounts and witness testimony make clear that citizens were aware the superintendent's tenure was the subject of the special board meeting, although the agenda didn't say so.

Facebook posts also referred to a rumor that the district's assistant superintendents and possibly other district staff were to be terminated. That rumor was repeated by Grand Jury witnesses and described as a "hit list" that made some district employees fearful they would lose their jobs because they had prior disagreements with Trustees A, B and E.

Several Facebook posts drew attention to the potential cost of buying out the superintendent's contract and suggested that citizens opposed to that action to contact all trustees (listing their email addresses and phone numbers). Witnesses testified that citizens did contact trustees.

Opponents of the superintendent's termination were urged to attend the special meeting and express their opinion. The day before the meeting, there were repeated Facebook calls for citizens to tell trustees the meeting room was too small to accommodate the anticipated crowd and that the meeting should be moved.

Facebook posts also reflect efforts to attract news media to the meeting. Two newspapers and three television stations reported on the meeting and on recall chants and comments that followed the vote to release the superintendent from the contract.

After Trustees A, B and E voted to terminate superintendent's contract on February 3, the title of the citizen-run Facebook page became "Quality Education in Support of Selma Recall." Within a

week of the February 3, 2015 special meeting, Facebook posts began promoting recall of the trustees who voted to terminate the superintendent's contract.

Recall papers were served on Trustees A, B and E at a board meeting March 10, 2015. After petitions were circulated, returned and certified, the Fresno County Elections Department set the election date for November 3, 2015.

HIRING A NEW SUPERINTENDENT

A Selma Enterprise report published February 5, 2015 quoted Trustee A from an interview on February 4, 2015, the day after the special meeting, stating that he had contacted individuals willing to serve as the new superintendent within the past couple of days. The newspaper reported that Trustee A said he was considering interim superintendent candidates and looking into search firms to recruit a permanent superintendent.

Multiple witnesses told the Grand Jury it appeared that Trustee A had begun a search for a replacement superintendent in advance of the February 3, 2015 special meeting, but that allegation could not be verified. Emails, however, indicated that in the days following the superintendent's termination, Trustee A contacted several firms to launch the search for a new superintendent.

Board Policy 2120(b) calls for the entire board to collaboratively participate in the search for a superintendent. No Grand Jury witness could remember any time Trustee A was given the authority to independently do so.

Late at night on February 6, 2015, Trustee A emailed to the assistant superintendent responsible for human resources the information the trustee had received while independently initiating the superintendent search process.

The administrator, who had conducted an estimated 1,000 employee searches over the years, was directed by Trustee A in emails to "take over" the quest for a new superintendent. However, Trustee A remained closely involved, although never publicly authorized by the Board of Trustees:

- February 7, 2015, Trustee A emailed a presenter at the previous December's California School Boards Association's annual education meeting seeking a handout from her presentation: "The Superintendent Search Process and the Role of the Executive Assistant." Trustee A's email said he missed the presentation while attending the conference in San Francisco two months prior.
- February 12, 2015, the requested material was emailed to Trustee A and was forwarded to the assistant superintendent, also working as interim superintendent by then.
- February 12, 2015, Trustee A sent an email to the interim superintendent detailing how the recruitment and selection process should be conducted. The email was a series of random phrases quoted from board policy. The email indicates Trustee A planned to offer other advice on the superintendent selection process in the future.
- February 12, 2015, Trustee A directed the interim superintendent to coordinate a search-firm presentation to the board.
- February 25, 2015 Trustee A sent an email with more suggestions on search-firm presentations.

The interim superintendent coordinated presentations by search firms before the Board of Trustees, but the trustees were divided on how fast the search process would be. Trustees C and D felt the process was being rushed, the Grand Jury was told, in an effort to quell public discontent with the superintendent's ouster and make a recall less likely.

Four firms made proposals to the Board of Trustees on March 10, 2015; and one was selected at a cost of \$18,500 and the screening and interview process went forward.

Witnesses said two trustees -- one who voted to terminate the previous superintendent and one who voted for his retention -- visited the area in which the ultimately successful candidate worked and agreed that she should be hired in Selma Unified.

A new superintendent was selected and approved by the Board of Trustees by a 5-0 vote on July 21, 2015.

ESCALATION OF CONFLICT

Witness testimony, corroborated by news reports and social media posts, indicated some participants and vocal supporters of the recall effort were Selma Unified support staff, teachers and administrators.

In an email, Trustee A challenged the interim superintendent about whether it was legal for teachers or students to discuss the recall on campus. The Grand Jury was told there was debate about whether this constituted censorship, but there seemed to be agreement that political activities should not take place on school campuses.

However, Grand Jury witnesses said Trustees A, B and E campaigned to retain their board seats at back-to-school nights, which take place on campus.

Witnesses told the Grand Jury that Trustee A visited staff break rooms at school campuses and demanded that any paraphernalia related to the recall be removed.

Trustees A, B and E took notice of staff members' personal vehicles displaying recall support stickers and repeatedly contacted the interim superintendent, directing her to take action. Testimony indicated the interim superintendent asked employees to park vehicles with political stickers off campus and they did so.

The Grand Jury was told that one piece of recall support material was left on a school copying machine, but the interim superintendent quickly addressed the situation, passing along to school principals copies of regulations prohibiting use of district equipment for political activities.

Some teachers who spoke in favor of the recall at Board of Trustees meetings received unannounced classroom inspections by Trustee A shortly after, which witnesses said was intimidating.

Emails obtained by the Grand Jury and corroborated by witnesses indicated that Trustees A, B and E monitored the actions of spouses and family members of recall supporters around town and/or online. There was testimony that the trustees discussed who had recall support signs in their front yards. District staff with family members who expressed recall support, witnesses said, were the subject of targeted personnel requests to district administrators.

The rumored list of administrators targeted for termination did not abate, adding to distress felt by some employees, the Grand Jury was told.

Witnesses said one site administrator hired personal legal counsel after discovering that Trustees A and B had paid more visits to that campus than to any other district school.

Witnesses also told the Grand Jury that Trustee A sat in a vehicle in the parking lot of one campus observing custodians through binoculars and watched teachers and parents for extended periods at school sites after the recall campaign began.

Witness testimony and emails indicate that Trustee A also followed some staff and their family members around town. Emails obtained by the Grand Jury indicate the trustee contacted the interim superintendent to determine if a particular teacher reported to work on the same day Trustee A observed the teacher shopping midday and “did not appear sick.”

Grand Jury testimony was that Trustee A saw the teacher in the same car the trustee had previously observed parked at a school. Trustee A drove to the school and confirmed the car was not in the parking lot. The teacher Trustee A surveilled was the spouse of a district administrator rumored to be on the board majority’s list of staff targeted for termination, the Grand Jury was told.

BOARD DISCORD

Grand Jury testimony indicated that Trustee D sent numerous requests to Trustee A, asking that the rumor of administrators targeted by the trustee majority for termination be placed on the agenda for discussion so the community could be assured that the rumor was false. The Grand Jury was told there was no response to the requests and meeting minutes confirmed the topic was not discussed publicly.

A request by Trustee D to Trustee A for more time to review the search firms contacted by Trustee A also went nowhere, the Grand Jury was told.

Tensions between Trustees A, C and D were ongoing, witnesses told the Grand Jury, characterizing Trustee A’s behavior toward Trustee D in particular as “hostile,” “rude” and “disrespectful,” and that the lack of collegiality was longstanding.

For example, at the May 13, 2014 Board of Trustees meeting Trustee D’s spouse was recommended for a lateral transfer to a newly created position. Trustee A’s motion to deny the transfer, supported by Trustee B, was defeated on a 2-3 vote.

Witnesses testified that Trustee A challenged the legality of a trustee voting for a spouse and legal counsel advised that Trustee D could vote because the personnel move was a lateral transfer without a salary increase.

The transfer was then approved on a 3-2 vote (opposed by Trustees A and B). Witnesses told the Grand Jury that Trustees A and B raised no objections to the employee’s qualifications.

Trustee A was described by witnesses as unwilling to let the issue go. Fourteen months later, Trustee A ordered the interim superintendent to seek a new opinion from legal counsel other than

the district's usual firm. Trustee A's demand was made without authorization by the Board of Trustees.

The second opinion was sent to the interim superintendent July 16, 2015. There was no subsequent public discussion of the matter and the employee continued in the new position.

The additional legal opinion, independently requested by Trustee A, cost the district \$6,566.92.

CHALLENGES TO RECALL

After the superintendent's termination, multiple witnesses testified and emails reflected, trust was seriously lacking in almost all relationships between Trustees A, B, E and district staff. Partly that was because of a perception that district employees supported the recall campaign.

A document obtained by the Grand Jury reports that on June 19, 2015, Trustees A, B and E, accompanied by a lawyer, visited the Fresno County Clerk/Registrar of Voters Office seeking to prevent the recall election from proceeding because:

- The "intent to recall" petitions did not comply with a state-issued guide to recall elections.
- Some petition signatures didn't include road type or city and ZIP code in addresses.
- Two signatures were incomplete.
- Petitions were circulated by people who lived outside trustee areas targeted for recall.
- An initial was missing from one trustee's name.
- Typographical errors were published in a newspaper.

In a letter June 23, 2015, responding to Trustee A, B, and E's claims, the County Clerk/Registrar of Voters concluded there was no basis to discontinue the recall process.

On July 10, 2015, Trustees B and E filed complaints with the Fresno County District Attorney's Public Integrity Unit requesting an end to the recall because of various discrepancies between the official notification of recall election and a newspaper legal notice published March 25, 2015.

The discrepancies included the lack of a boldface headline on the notice; substitution of "out" for "our;" misidentification of one trustee's area; listing the superintendent's severance payout at \$264,000; and omission of the word "has." Trustee B also challenged two of 10 signatures on the recall petition as incomplete.

No public action was taken on the complaints.

Three months later, on October 14, 2015, the Trustees A, B and E filed suit against the Fresno County Clerk/Registrar of Voters seeking an injunction to prevent the recall election scheduled for November 3, 2015. The suit referenced some of the same issues listed above, including a typographical error and the challenge of two signatures on one petition.

It also challenged one of the driving forces in the recall campaign- that Trustees A, B and E worked in concert before the superintendent was released. The suit said, "Neither [Trustee A] nor [Trustee B] had supported the last extension of [the superintendent's] contract, so this decision was unsurprising and consistent with what the voters who elected the new Board majority expected to happen."

Nine days after filing suit, the plaintiffs petitioned the Superior Court for dismissal, which was granted with prejudice, permanently closing the case. There was no explanation for the dismissal request nor subsequent public comment by Trustees A, B and E about it that the Grand Jury was able to verify.

CHALLENGING WORK ENVIRONMENT OF INTERIM SUPERINTENDENT

Multiple witnesses testified that working in an atmosphere of mistrust was stressful and made it difficult to focus on their work.

From February 10, 2015, until the commencement of the new superintendent's contract in July 2015, an interim superintendent led the Selma Unified administration. The individual whom trustees appointed was a long-time district administrator, described by witnesses as well-regarded. Witnesses also told the Grand Jury that she was considered by some trustees as a logical candidate for permanent superintendent.

Incidents involving Trustees A and B in the months before and after the interim superintendent's appointment, witnesses told the Grand Jury, made her uncertain of her future in the district.

Trustee A emailed links to national news articles to the interim superintendent, requesting opinions and feedback on the articles. Some of the articles were titled "How to Build Trust in Schools" and "Social Media Guidelines for School Administrators." At the about same time Trustee A sent those articles, the Grand Jury was told, Trustee B accused the interim superintendent's spouse of making derogatory remarks about him on social media.

Trustee A also sent the following items to the interim superintendent during her short tenure:

- An email directing the interim superintendent to give Campus Security Officers (CSOs) more training, promote part-time officers to full time and to hire more CSOs for the continuation school to deal with challenges of student gang members. The email also directed the superintendent to gather data regarding suspension and expulsion rates and "surveys of students, parents and teachers on the sense of safety and school connectedness." Data, the email said, was to be used to keep the CSOs "strong." The trustee's email did not request an assessment of costs for training and salaries. Trustees had not discussed the directive publicly.
- Requests for a count of all two-way radios and how many were in use (although school was in recess at the time); a draft of a software contract proposal; a timeline for the high school's transition to all free meals; new Local Control Funding Formula regulations on eligibility; an update on Medical Administrative Activities billings; a copy of all agendas and minutes for the Valley Regional Occupational Program as soon as available; an analysis of the high school woodshop class; and a decision about who should be the authorized agent for each school district's agreements.
- A directive that the interim superintendent, who had been in that capacity only 15 days, to be personally responsible for all community forum presentations explaining the Local Control Funding Formula and Local Control Accountability Plan (LCAP) to the public.
- A request emailed late on a Saturday night three weeks later asked for a personal briefing on the interim superintendent's presentations with information on how the district would establish goals and meet them in specific subgroups of stakeholders. The email indicated that the proportional responsibility and burden of implementation rested with the interim superintendent. The interim superintendent replied the next morning, which was a Sunday.

- A request on a Friday night for an opinion about whether the former superintendent should attend district athletic events. Trustee A learned from a campus Twitter feed of the former superintendent's presence at a basketball game, the Grand Jury was told. The former superintendent had forged relationships during his 16 years in the district and was not restricted by his separation agreement, but the trustee wanted the district's legal counsel alerted, which triggered an opinion for which the district was billed.
- Directed that information be provided from an expelled student's file, including homework assigned and whether it was completed. Although the process had already been completed and legal notices served, Trustee A said that a district representative should visit the student's home to discuss the expulsion process with the parents.

Multiple witnesses testified that Trustee A had a history of rude, undermining, disrespectful and disdainful behavior toward the interim superintendent during board meetings dating back several years to her service as the assistant superintendent responsible for personnel and curriculum. There was a drastic increase in strain after Trustee E was elected in November 2014, multiple witnesses told the Grand Jury.

The assistant superintendent had previously received board approval to attend the annual California School Boards Association annual education conference in December 14-16, 2014 in San Francisco. On November 19, 2014, Trustee A visited the assistant superintendent's office to inquire why such attendance was necessary. Trustee A argued any necessary training could be conducted elsewhere and that the assistant superintendent had already attended the conference multiple times. The assistant superintendent had attended the California School Boards Association conference only once and had talked about how valuable the training was.

The Grand Jury reviewed an email written by the assistant superintendent to Trustee A and copied to the superintendent about the challenge to attending the conference. The email said that when Trustee A was asked why attendance at the conference was being challenged, the answer was, "Things change."

In the email, the assistant superintendent said the exchange had caused emotional and physical distress. The assistant superintendent also stated in the email that since the entire board approved attendance, it could vote to rescind approval, but the district would forfeit the enrollment fee. Trustee A was elected to serve as board president two months later.

After the assistant superintendent was appointed interim superintendent, Trustee A began sending a steady stream of messages containing directives and questions, replying to which consumed substantial staff time, witnesses told the Grand Jury. During this same time period, the interim superintendent's employment contract was up for renewal.

Witnesses testified that the interim superintendent was aware her name was rumored to be at the top of the board majority's list of possible terminations and expressed this to Trustee A. The Grand Jury was told that in spite of a fearful work environment, the interim superintendent maintained focus on the district's 500-plus employees and more than 6,000 students.

The interim superintendent determined that the stress of a continued working relationship with an adversarial board was too great and did not apply for the permanent position. An email sent from Trustee A to the interim superintendent stated "why not let the general public know of your decision. What comes to mind is the teacher and her family who attended the May 12th Board meeting asking that you be given the Superintendent position. Moreover, the people circulating

the recall petition tell voters by signing the petition would ensure you keep the superintendent position.”

It is unclear why the trustee attempted to involve the interim superintendent in the politics of the recall campaign or what impact the trustee expected this information to have on the community.

In addition to responding promptly to the Trustee A’s frequent directives and requests, the interim superintendent continued to perform the assistant superintendent duties. During the district’s peak hiring season, the interim superintendent was also coordinating the hiring of a new superintendent, creating and implementing a new employee evaluation set of standards, and preparing the district’s state-mandated reports.

Date and time stamps on emails obtained by the Grand Jury indicate that the interim superintendent received emails late at night and replied back within hours, even on weekends and holidays. Witnesses testified that the interim superintendent spent a significant amount of time on nights and weekends at the district office.

Grand Jury review of district emails indicated that on Sunday night, May 31, 2015, Trustee A launched a series of requests to the interim superintendent that witnesses said required substantial staff time to fulfill.

First was a five-item request for material about the Local Control and Accountability Plan’s (LCAP) concentration and supplemental grant funds and the “total amount to be spent in 2015-16 using the concentration and supplemental fund.” Trustee A’s email asked the interim superintendent to:

- “Determine aspirational targets for supplemental and concentration grant funds using aspirational per student figures and applicable student counts.
- “What did our district spend on program services that served unduplicated students last year/2014-15?
- “Compare how much the district spent last year 2014-15 to how much should the district spend at full implementation.
- “How much funding is the state providing this year 2015-16 school year to fund the gap/additional funds?
- “How much does the district need to spend to achieve proportionality/equally (sic) in this year 2015-16?”

The California Department of Education says LCAP is part of the Local Control Funding Formula implemented by the state in 2013 to “create funding targets based on student characteristics and provide greater flexibility to use these funds to improve student outcomes.” The goal was to give local school districts more control over how state funding is spent by developing plans for how the money would best be utilized.

Since the program was relatively new, the review and analysis of data and available funds was a process the district’s administration was involved in year-round and the trustee had received updates on the program three months prior.

No explanation was given in Trustee A’s email for the request to compile the data or for the urgency with which response was required; nor was there any justification to the interim superintendent for Trustee A’s other email requests made within 5 days of the LCAP data request, which included:

- A list of students, teachers, administrators, staff and parents attending the senior graduates' field trip, what vehicles would be taken, and the specific reason each unregistered student was not attending.
- A reporting template detailing the success and challenges of the senior trip to Disneyland's Grad Nite "to experience vicariously" the excursion experience.
- Instructions to pursue testing of all 10th grade students with the PSAT.
- Update parking signs throughout the district in partnership with legal counsel.
- To discipline a principal observed by the trustee leaving campus during the school day for one hour to travel home and back.
- To assist in correcting a campus security officer that the trustee thought drove a district golf cart too fast.
- To assist the trustee in reorganizing classroom assignments for independent study programs to larger rooms to facilitate more student interaction.
- To assist the trustee in dealing with an elementary school principal who was "giving staff and teachers a big headache."
- A revised organizational chart.
- To draft a superintendent search timeline and distribute updated versions and interview schedule to all trustees.

As the school year ended, Trustee A's demands for data continued, including:

- A list of all seniors classified as English Learners and their graduation status.
- The number of students enrolled in summer classes at the adult school.
- An analysis of AB97 and how the district would maintain compliance.

Trustee A seldom provided a reason with a directive, and most did not result in public discussion at board meetings. The Grand Jury was told that no other board member expressed a request for similar data or sent so many requests for information or action to the interim superintendent.

Emails indicate Trustee B contacted the interim superintendent on a Saturday at 3:07 p.m., and then sent a second email 7 minutes later asking why there had been no reply. The incident that the trustee claimed to need immediate attention had been handled and voted upon three months prior, the Grand Jury was told.

In July 2015, the interim superintendent told Trustee A that because of the volume of requests, the multiple requests could not be fulfilled. The trustee replied that the earlier requests should be disregarded. Three days later, Trustee A began sending the interim superintendent new requests.

Requests to the superintendent from trustees for historical information are not uncommon, witnesses told the Grand Jury. However, documents reviewed by the Grand Jury show that the requests for data, information and updates were voluminous during the interim superintendent's tenure, and quickly ceased once the new superintendent was hired.

The Grand Jury observed that messages from Trustee A to the interim superintendent were demanding and sometimes unpleasant. They ignored established protocols for trustee communications with staff.

The volume and tone of messages from Trustees A, B and E changed when the new superintendent came aboard, replaced by praise, an offer to meet for lunch or coffee and willingness to be flexible on appointments and projects. The assistant superintendents noticed a

drop-off in the volume of messages, directives and demands for reports and documents from trustees, the Grand Jury was told.

Trustee E told the new superintendent in an email, "It has been a lot of work to arrive here...it was all worth it."

POLICY VIOLATIONS

The Grand Jury was told by multiple witnesses that Trustees A and B were verbally abusive to other trustees and staff. Multiple witnesses testified that prior to legal counsel more frequently attending Board of Trustees meetings, closed-session discussions often strayed from the published agenda.

Witnesses testified items suitable for public session were discussed in closed session. In some cases, votes were taken, but not reported out to the public.

Legal counsel began attending meetings of the Board of Trustees shortly after the superintendent was released. The Grand Jury was told that counsel advised that closed sessions were not in compliance with Brown Act requirements about sticking to the adopted agenda and reporting all votes in public session.

As a consequence, witnesses said, closed sessions were brought into statutory compliance. To accommodate trustees' desire to speak on some issues that do not require board action, the district instituted time for comments in the open session of board meetings.

Grand Jury testimony indicated the district administration historically prepared and submitted items to the board for approval, but Trustee B disagreed with that practice and wanted trustees to initiate action items upon which the body would vote. The trustee's opinion was in contradiction to the board policy manual's direction for placing operational items on the agenda.

Board policy was flouted in other ways, the Grand Jury learned.

There was testimony that Trustee A failed to provide advance notice of frequent campus visits and, sometimes, did not advise office staff where on campus he was going, violating campus visitation policies -- some intended for the security of students. Many of those visitation policies had been formalized since 2010 in the board policy manual (Section 1250(a) and AR 1250(a)).

The Grand Jury was told that providing advance notice of a trustee visit would allegedly give schools time to "stage" appearances. Testimony alleged this had happened when the Selma mayor accompanied Trustee B on a campus visit in which the mayor notified the school of his impending visit as required by with district policy.

The Grand Jury was told that Trustee A carried a clipboard during unannounced visits, and sat in the back of classrooms taking notes to intimidate teachers. Multiple witnesses testified that Trustee A visited all campuses often, performed site inspections and used binoculars to conduct surveillance of school janitors from a parked vehicle.

The Grand Jury's request to review email exchanges between the trustees revealed that no Selma Unified trustee had a district email account, raising concerns about accountability, security and privacy. Instead, trustees conducted board business under their personal email accounts.

A review of some email exchanges between staff and trustees available on the district server included sensitive information such as identifying students and teachers in the district to whom the information applied. Trustee E's email account was actually registered to a spouse, raising additional concern about access to sensitive emails by someone who had not sworn to uphold policies or state law.

Email exchanges among the trustees could not be reviewed by the Grand Jury because they were stored on individual trustees' electronic equipment, outside the server of the school district. As a consequence, the Grand Jury could not investigate the alleged Brown Act violations regarding the superintendent's termination via their email correspondence. Similarly, the Grand Jury was not able to determine whether serial meetings might have been conducted electronically in violation of the statute.

Although the Grand Jury was not able to corroborate timelines or direct exchanges by the majority, numerous witnesses indicated the superintendent's termination seemed too well orchestrated for there to have not been advance discussion by Trustees A, B and E.

Witnesses told the Grand Jury that Trustee A sent an email to the rest of the board after the superintendent's termination, soliciting opinions about a suitable replacement.

California Government Code 54952.2 states, "A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board." The Grand Jury was unable to corroborate the testimony because it had no access to trustees' email accounts.

The routing of trustee concerns continued to remain an issue across the administration of both permanent and interim superintendents. Trustees were directed by administrators to channel concerns directly to the superintendent to review and delegate. They were also instructed to contact the superintendent for updates, if necessary.

Trustees A and B, however, sent continued requests outside the chain of command. When the district employee did not reply directly to the trustees, the superintendent was contacted by the trustees and told to take action against the employee. The Grand Jury was told that all trustees were made aware of the proper procedures for routing requests.

Board Bylaws §9012(a) states: "Any complaint or request for information should be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process."

Witness testimony and email exchanges indicate that some board operating procedures were unwritten, such as respecting the time commitment certain board actions require. The Grand Jury was told there was agreement among trustees that agenda items likely to be discussed longer than 15 minutes should be agreed upon in advance. It was unclear how such a consensus could be obtained before a meeting without violating Brown Act strictures.

Because it wasn't specifically proscribed, some trustees used board meetings as platforms to speak for extended periods on items relevant only to that trustee.

A superintendent also referred to a board practice (not policy) regarding trustee requests for large amounts of data and reports, requiring time for staff to fulfill. The superintendent indicated that such requests should be agreed upon by the board majority as necessary or relevant.

Witness testimony confirmed by emails indicated Trustees A and B were not conscientious of staff time when making requests and did not identify why information was needed or if any other board member wanted or had requested the information. With no procedure in place, the Grand Jury was told, staff occasionally was overwhelmed trying to fulfill trustee requests while performing their regular job duties.

Testimony indicated that trustees were advised by superintendents to follow district policy when they directly received complaints or concerns from parents. Policy indicated for parents with issues or questions to contact teachers, principals or the superintendent directly so their concern can be addressed promptly. Trustees A and B submitted parent concerns directly to administrators instead, the Grand Jury was told, delaying resolution while the issue was referred to the appropriate individual for response.

Trustees A and B also directed district staff to advise them of all steps in the resolution process and what was said or written to parents, creating an extra reporting step for staff. Some trustees sent emails copied to multiple parties accusing administrators of not responding to parent concerns. The Grand Jury was told that most issues were resolved within 48 hours and parents were satisfied with the outcome.

Witnesses said Trustee A referred to complaints from unidentified parents and anonymous complaints and letters as the source of requests for district action, leaving district administrators uncertain what level of action should be reported upon and to whom, the Grand Jury was told.

The most prevalent violation confirmed by the Grand Jury was a lack of cohesiveness amongst the trustees, with some acting independently on a regular basis.

Board Bylaws section 9200 (a) states:

“The Governing Board recognizes that the Board is the unit of authority over the district and that a Board member has no individual authority. Board members shall hold the education of students above any partisan principle, group interest, or personal interest.

Unless agreed to by the Board as a whole, individual members of the Board shall not exercise any administrative responsibility with respect to the schools or command the services of any school employee. Individual Board members shall submit requests for information to the Superintendent. Board members shall refer Board-related correspondence to the Superintendent for forwarding to the Board or for placement on the Board's agenda, as appropriate. Individual Board members do not have the authority to resolve complaints. Any Board member approached directly by a person with a complaint should refer the complainant to the Superintendent or designee so that the problem may receive proper consideration and be handled through the appropriate district process.”

The Board Bylaws section 9005(a) #8 states trustees shall: “Understand that authority rests with the Board as a whole and not with individuals.”

Board Bylaws Section 9005(b) adds:

“Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students
2. Communicate a common vision
3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures
6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness
8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations”

Examples provided in previous sections of this report indicate that Trustees A and B repeatedly disregarded board bylaws.

RECALL ELECTION RESULTS

The campaign to recall Selma Unified School District trustees first appeared on the advocates' Facebook page, February 1, 2015 -- the day after the page was created. There was public talk of a recall during and after the Board of Trustees special meeting February 3, 2015, when Trustees A, B and E voted to remove the superintendent. The 3-2 decision came just over two months following a positive evaluation and contract extension for the superintendent.

A major concern of recall advocates was the cost of terminating the superintendent's contract and its impact on district programs for students. Trustees A, B and E declined to discuss publicly their reasons for taking action against the superintendent, citing their obligation to treat personnel issues confidentially. The Selma Unified Governance Code of Ethics, signed by each trustee, requires board members to “keep confidential information confidential.” Trustee B said publicly that the recall election shouldn't proceed because trustees couldn't defend their actions due to their oath of confidentiality.

The targeted trustees and recall advocates both said that their chief concern was Selma Unified's children and the future success of them and the district.

Witnesses told the Grand Jury that the social media campaign mentioned earlier in this report was not the only way the recall effort was made known. Citizen conversations, newspaper articles, billboards, letters to the editor, yard signs, door-to-door campaigning and parent-club advocacy made the community aware of the recall, the Grand Jury was told.

Facebook posts against Trustees A, B and E and advocating those running to replace them continued until November 3, 2015. On that date, voters recalled Trustees A, B and E and elected their replacements.

Despite the level of public awareness, fewer than 24 percent of 6,710 eligible voters went to the polls in the three applicable areas. The range of 32.8 percent in one area to 18.1 percent in

another indicates a decrease from the 2014 trustee election in which 38-45 percent of voters participated in the three areas.

The new trustees were elected in 2015 with support of 10.4, 10.8 and 19.7 percent of the aggregated total electorate in the three areas.

The Selma Unified School District was billed \$55,781.32 by the Fresno County Elections Office for conducting the election.

The Facebook page's final post occurred November 17, 2015 – the night the newly elected trustees were sworn in (Trustees F, G and H).

MOVING FORWARD

Grand Jury witnesses said the new trustees were aware of divisions in the community resulting from the many months of negative campaigning during the recall. Witnesses testified that the superintendent's ouster was outrageous, retaliatory and like mourning the loss of someone they knew.

Witnesses described the general attitude of district staff and teachers after the recall as one of relief, liberation and no longer being threatened with firing.

The Grand Jury also was told that new trustees who attended the California School Boards Association annual meeting in December 2015 were advised that a board that works well together 80 percent of the time has higher test scores than one that is disruptive and does not work well together.

That advice comes from the association's "Governance Brief," which says: "School boards ensure success for all students by making decisions that fulfill legal mandates and align district systems and resources to ensure the long-term fiscal stability of the district. To do this, boards must act collectively and openly, be guided by community interests, and informed by recommendations of the superintendent and professional staff."

Witnesses told the Grand Jury the new superintendent enjoyed unanimous support from the 2016 board and had quickly developed a positive rapport with the Selma community.

The Grand Jury was advised that the new superintendent is taking steps to facilitate positive working relationships amongst trustees and with staff, beginning with training, workshops, staff retreats and weekly updates on district activities. Emails reviewed by the Grand Jury indicate the new superintendent regularly provides the trustees with guidelines for Brown Act compliance and, with support from legal counsel, tries to ensure the trustees remain aware they must operate as a collective body.

Grand Jury witnesses said trustees and administrators want extensive and frequent training. As this report was written, Trustees F, G and H had attended the California School Board Association's annual education conference, Facilities/Bond and Governance Leadership workshops and multiple guided tours of Selma Unified school sites. There also had been a preliminary review of the Brown Act and the Board Policy Manual.

Emails reviewed by the Grand Jury indicate Trustee F has been proactive in reviewing conflict-of-interest policies and sought guidance on concerns on district financial items due to personal employment and that of a spouse. The superintendent and legal counsel also expressed via email their willingness to evaluate future questions to ensure applicable board policies and statutes are followed.

The Grand Jury was told that Trustee G's goals included an update to the Board Policy Manual, improved graduation rates, increased student safety and keeping staff momentum going with the implementation of good ideas. The Grand Jury also heard testimony that Trustee G was taking initiative in becoming familiar with the district's Positive Behavior Interventions and Supports (PBIS) discipline protocols and the role and authority of a board trustee.

Testimony to the Grand Jury indicated that Trustee H wanted to make sure current technology and advanced classes were available to students and that specific needs of the adult/continuation students is addressed.

Some issues from the previous board majority continue to impact the new board. Trustee B has become a frequent, public critic of Trustees C, D, F, G and H in letters to the editor and in meetings of the school board. Testimony to the Grand Jury indicated Trustee B continues to make demands of administrators and trustees rather than the superintendent on items he was not able to successfully complete while on the board.

Emails obtained by the Grand Jury indicate the district administration referred to the board's own policy manual in advising trustees about the proper routing of concerns they had or came from other citizens, as well as appropriate responses.

Multiple witnesses testified to a mutual agreement among the 2016 trustees to follow CSBA guidelines about putting aside personal issues and differences and working together in partnership with district professional staff to advance the interests of the district's children.

Shared goals of the 2016 Board of Trustees mentioned during testimony included a bond measure for athletic and educational facilities, establishing a Boys and Girls Club (It opened April 29, 2016.), test-score improvement and enhanced educational opportunities for students.

Witnesses testified that the newly constituted board wanted to create harmony, promote open communication and establish a common vision for the administration, parents and teachers.

FINDINGS

F01) The Board of Trustees did not communicate clear or measurable goals to the superintendent during his 2008-2015 tenure.

F02) A meeting took place between the superintendent and Trustee A in which the superintendent was informed the board wanted to go in a new direction. Five days later, the superintendent was released from contract on a 3-2 vote.

F03) The Grand Jury did not prove or disprove that Trustees A, B and E had communicated about releasing the superintendent before the February 3, 2015 special meeting and in violation of the Brown Act. Lack of access to trustee personal email accounts and phone records leaves the level of their interaction -- if any -- outside the board room unresolved.

F04) No evidence of wrongdoing was given to the Grand Jury or the public against the former superintendent, who served as an at-will employee.

F05) Trustee A initiated an independent search to replace the released superintendent without authorization from the Board of Trustees, a task that the Board Policy manual states is to be performed by the entire board.

F06) The community's dissatisfaction with the superintendent's release and the trustees who supported it resulted in Trustees A, B and E being recalled in November 2015.

F07) The total cost that could be verified by the Grand Jury of releasing the superintendent from his contract was \$377,147, of which \$80,234 was for acting pay to the interim superintendent, an employment search firm, legal costs, and other expenditures. The recall election in November 2015 cost the school district an additional \$55,781. The total figure calculated by the Grand Jury was \$432,955.

F08) Limited political activities advocating the recall took place on district campuses and were the subject of complaints by Trustees A, B and E, each of which was addressed by district administrators quickly and with cooperation from employees.

F09) The work environment for district staff and administrators was permeated by fear of termination or other retaliation during the months following the superintendent's termination and ending with the November 3, 2015 recall election.

F10) Board policies that define specific roles and authority of trustees were violated on numerous occasions, most frequently by Trustees A and B, who were deeply involved in personnel and student discipline matters which they could later have been obligated to adjudicate.

F11) Trustees A, B and E issued disciplinary directives -- unauthorized by the Board of Trustees -- to district administrators, sometimes based on rumors that proved false.

F12) Frequent and wide-ranging requests and directives from Trustee A to district administrators -- independent of Board of Trustees authorization -- created an unnecessarily stressful work environment.

F13) Trustees A and B, who publicly made the security of students a high priority, violated district policies regarding campus visits and ignored procedures in place to ensure student safety.

F14) Trustees A, B and E surveilled and shared information regarding the personal activities of district staff and administrators, a practice that increased during the months leading up to the recall election.

F15) Trustees A and B misrouted constituent concerns to administrators although told by the superintendent repeatedly about the routing process described in the Board Policy Manual.

F16) Trustee A submitted requests for facility repairs with illogical justification expressing no concern about cost and without board authorization.

F17) Poor communication, disrespect, verbal abuse and lack of collegiality toward fellow trustees, district staff, and administrators by Trustee A were a violation of board policy and ignored California School Boards Association guidelines.

F18) Trustee A independently directed the interim superintendent to contact with a law firm other than district counsel to review another trustee's right to vote on an item that occurred 14 months prior, costing the district more than \$6,500.

F19) Selma Unified School District trustees are not issued secure email accounts. During 2014 and most of 2015, trustees used personal, unencrypted email accounts (one shared with a spouse) to conduct district business about students, employee discipline and other private/confidential information. By May 2016, Trustees F, G and H had Selma Unified email accounts, but Trustees C and D used personal accounts.

F20) No board policy exists to restrict or prohibit trustee-demanded items that use large amounts of staff time/resources from being requested. No board policy exists to prohibit a trustee from conducting a lengthy discussion of items only relevant to that trustee during board meetings.

F21) Prior to legal counsel's presence at Board of Trustees meetings, un-agendized items were regularly discussed during closed sessions, and items voted upon during closed session were not reported out to the public as required by statute.

F22) The district website was redesigned in December 2015 and access to some public data archives were lost and unavailable to the Grand Jury.

F23) The Selma Unified Board Policy Manual is more than 1,700 pages, making it difficult for new trustees to be trained promptly. The current format is difficult to navigate efficiently.

RECOMMENDATIONS

R01) The Board of Trustees and the district administration must work together to set clear, measurable and attainable goals for the Selma Unified School District and spell out in annual evaluations the performance expectations for its leadership team. (F01, F17)

R02) Trustees should be issued secure email addresses to conduct district business and also secured district email accounts for public access by students, parents and constituents. (F03, F19)

R03) Trustees should familiarize themselves with the campus visitation policy and follow it to ensure student safety and to establish trust with school-site staff. (F13, F14, F16)

R04) Trustees should learn and follow the correct routing procedures for complaints from constituents and facilities requests. (F12, F15, F16)

R05) Trustees should refrain from becoming involved in personnel matters, especially discipline, except as their authority is defined in district board policies. (F08, F09, F10, F11, F21)

R06) Trustees should be continually reminded by the superintendent and the board president of their responsibility to act as a collective, collaborative and collegial body, and not as individuals, as outlined in the Board Policy Manual. (F01, F05, F10, F11, F12, F16, F17, F18)

R07) Trustees must be considerate of staff time and resources when submitting requests for data and the superintendent should reserve the right to decline or postpone individual requests if they interfere with district operations. (F09, F10, F12, F20)

R08) The district shall provide and ensure all administrative staff and trustees attend adequate training with regards to boardsmanship, conflict of interest, the Brown Act and district policies. (F03, F05, F10, F12, F13, F15, F17, F21, F23)

R09) An abridged version of the district board policy manual with the sections most relevant to trustees should be provided to new trustees before they are seated and reviewed as part of trustee training on a regular basis thereafter. (F23)

R10) The superintendent, the board president, and citizens should emphasize to trustees the importance of representing the needs of residents in the areas they represent, while also considering the needs of the district as a whole. (F06, F07)

REQUEST FOR RESPONSES

Pursuant to Penal Code 933(c) and 933.05, the Fresno County Grand Jury requests responses to each of the specific findings and recommendations. It is required that responses from elected officials are due within 60 days of the receipt of this report and 90 days for others.

RESPONDENTS

Dr. Tanya Fisher, Superintendent, Selma Unified School District
Findings F08-F23, Recommendations R01-R10

Jennifer Winter, President, Selma Unified School District Board of Trustees
Findings F01-F23, Recommendations R01-R10

REFERENCES

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www.agendaonline.net/public

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www.yourcentralvalley.com

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www.co.fresno.ca.us/elections

Selma Unified Board Policy Manual

Selma Unified Board of Trustees Agendas and Meeting Minutes

Emails requested and received from Selma Unified School District

Financial documents requested and received from Selma Unified School District

Legal documents requested and received from Selma Unified School District

Training documents requested and received from Selma Unified School District
Interview testimony from multiple witnesses