

TwinRivers

UNIFIED SCHOOL DISTRICT



September 28, 2012

Via Hand-Delivery

BOARD OF TRUSTEES

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*Joseph Williams
Interim Superintendent*

Hon. Laurie Earl, Presiding Judge
Sacramento County Superior Court
720 9th Street, Department 47
Sacramento, CA 96814

Your Honor:

Attached please find the written response of the Office of the Superintendent and the Chief of Police of the Twin Rivers Unified School District to the 2011-2012 report of the Grand Jury of Sacramento County California.

Our Superintendent's office has gone through several changes in the past months. Frank Porter, the District's former Superintendent was out on medical leave from May 2012. As the District's Associate Superintendent, I first became the Acting Superintendent and then the Interim Superintendent. I served in the Superintendent's office from May through September 4, 2012. On September 4, 2012, the Board of Trustees selected Mr. Joseph Williams as Interim Superintendent. He had served the District as one of our principals and so had not been directly involved in the central administration until his appointment on September 4.

In addition, the Chief of Police remains on administrative leave. The responses for the Twin Rivers District Police Department were written by the Acting Chief of Police, Scott LaCosse during his tenure with the District. I include his response with mine as the TRPD is now under my purview as Associate Superintendent Business Support Services.

As a result, and with the consent of Mr. Williams, we determined that I would undertake the responsibility of submitting the Office of Superintendent's response to the Grand Jury report. I have been directly involved in seeking the input from District staff and administration to prepare a response in the intervening months since release in June of the Grand Jury's report.

On behalf of the Office of the Superintendent of the Twin Rivers Unified School District, please accept this accompanying report response.

Sincerely,



Rob Ball
Associate Superintendent
Business Support Services

*Our Mission:
To inspire each student to
extraordinary achievement
every day.*

**Twin Rivers USD
Response to
2011/12
Grand Jury Report**

Office of the Superintendent

INTRODUCTION

The Twin Rivers Unified School District appreciates the Grand Jury report and its findings and takes all of these findings very seriously. The District has also investigated the issues raised by the Grand Jury for almost a year and the District has turned over voluminous information to the Grand Jury, the District Attorney, the Sacramento Police Internal Affairs division, the FBI and other agencies. All this evidence is of critical importance to assure that a full investigation of all the issues the Grand Jury has identified is completed and justice is done.

Further, it is critical to note, that there is not only an ongoing investigation being provided by the Sacramento Police Internal Affairs office, but also by the above listed agencies. There are therefore multiple, criminal investigations that are ongoing. The District does not want to jeopardize any of these ongoing investigations. The Sacramento Police Internal Affairs office and Chief Braziel will report to the Board in the next months after their ongoing investigation is complete. The District encourages and welcomes these inquiries as it is important for the public to know that the Twin Rivers Unified School District has rooted out all illicit and criminal conduct. We thank the Grand Jury as their effort was exhaustive and required many days of interviews as the District's own investigation has required. While the District does not necessarily agree with all of the personnel related findings, the District is limited in its ability to discuss and comment on personnel issues and issues covered by the attorney-client privilege.

While fully responding to all formal findings and recommendations of the Grand Jury, the District does not believe it is appropriate to respond to every piece of testimony or conclusion made in the report. As is well known, some of the District's administrators are no longer with the District and as a result the District does not have input from those persons in making this response. The District responds to such detail as has been available from remaining staff.

TWIN RIVERS UNIFIED SCHOOL DISTRICT POLICE DEPARTMENT

HISTORICAL BACKGROUND

The Grand Jury, on page 49, reported that “the former Chief of Police of Grant Joint Union High School District testified before the Grand Jury that the Superintendent made an agreement with him to resign during the unification and receive one year's additional pay. However, after the former Chief left office, Twin Rivers rescinded the agreement. The former Chief has filed a law suit in Superior Court.”

The Grand Jury is confused here. Twin Rivers' Superintendent was not involved in these matters. The Sacramento County Office of Education stopped the payment to the former Grant Chief of Police and that was sustained on appeal.

The Grand Jury, on page 49, reported “there was also confusion regarding the \$5000 paid to the Associate Superintendent of Human Resources for work she did prior to unification before it was legally in place.”

The Associate Superintendent Human Resources has advised that she was paid by a check from Rio Linda School District and that she took non-duty days from her position at North Sacramento School District. The unification was already “legally” in place at this time.

The Grand Jury made certain assertions regarding the new Chief and his wife and her position in the TRPD (see page 49 of the Report). The Associate Superintendent for Human Resources has advised that the Superintendent and Deputy Superintendent had knowledge regarding the Chief's wife's employment and therefore assigned her to Student Services. The Associate Superintendent Human Resources was never asked about nepotism.

Regarding the Grand Jury Report starting on page 49, the TRPD has advised that it would like to address an issue the Grand Jury mentions and that it has been working to clarify with local media. TRPD is authorized to have 18 Officers, 2 Sergeants, 1 Lieutenant, 1 Captain and 1 Chief of Police for a total of 23 sworn positions. The Department is also authorized to have 6 civilian positions for a grand total of 29 employees. No specific number of reserve officers are authorized as they are part time employees and work varying numbers of hours depending on need and availability. In late January of 2012 the Department experienced its greatest shortage of staff due to various types of leave. At that time 4 employees were on paid administrative leave, 2 were on medical leave and one was on military leave serving overseas. Some media sources and the Grand Jury are mistaken in reporting that a third of the Department or “7 of 20 officers” are or were on paid administrative leave.

Further, TRPD has advised that the Grand Jury made several recommendations or observations in regards to lack of policies in certain areas. TRPD has, since September 2008, used a private firm as a source for Department policies. This firm, Lexipol, is also used locally by the Sacramento County Sheriff's Department (SSD) and the Roseville Police Department for their policies. Current TRPD management has previously publically acknowledged that staff was

frequently unaware of the content and requirements of many of the policies in question. In some cases it appears staff were given direction by prior management that conflicted with these policies. Policy reviews have been instituted as part of roll call training and staff is now required to review a daily training bulletin on policies and to answer written questions following their review. These reviews are presented and tracked online. Where the Grand Jury's findings or recommendations cite a need for a policy or a policy change, the existing policy number will be cited in the response.

ISSUES ASSERTED BY THE GRAND JURY

1. EVIDENCE ROOM

The Grand Jury made certain assertions regarding the TRPD Evidence Room beginning on page 50 of the Report. Specifically, the Grand Jury referenced a missing security tape (see page 51 of the Report).

The District's Instructional & Technology Support Services ("IT") advised that there is no video tape and that all footage is digital. The Grand Jury asked the District to attempt to secure video footage of the evidence room. No subpoena was sent, but as a result of the urgency of preserving the evidence, if possible, legal counsel responded that efforts would be made to secure the footage. IT staff from the District and legal counsel made multiple efforts to secure the desired footage. The footage was and is unavailable because hardware on the server where the footage was housed failed. On December 5, 2011, the District's IT department suffered a severe power outage which caused several hard drives to fail in a RAID array. Multiple attempts were made to recover the data, but all failed. The server was powered off and secured at the District's IT department. Later the Sacramento Police Department also made efforts to recover the video footage at the Twin Rivers' IT department, but minimal data was recovered. The District and its representatives made all efforts to recover the desired evidence to assist the Grand Jury and the District's own investigations; however, faulty equipment interfered with these efforts. The Sacramento Police Department can substantiate these facts.

Response to Finding F 1.1

TRPD has advised that it concurs with this Finding. The District does not disagree with this finding, except as noted above.

Response to Recommendation R 1.1

TRPD has advised that it concurs with this Recommendation. The District agrees. The changes are in progress. TRPD began working with the Sacramento Police Department ("SPD") to train staff and conduct an inventory and purge on or about May 1, 2012. TRPD estimates completion of the inventory and purge of the Evidence Room by December 31, 2012.

Response to Recommendation R 1.2

TRPD has advised that it concurs with this Recommendation. The District agrees. Further, TRPD completed complying with the Recommendation in part and is in progress in part. The District installed an automated access system for the property and evidence room. This was completed on February 9, 2012. Upon completion, then Acting Chief LaCosse assigned two individuals as the only people with access to the Evidence Room. In addition, TRPD is making arrangements with SPD to accept transfer of all high risk items to include narcotics, drugs and cash to SPD's evidence room.

2. TAKE HOME VEHICLE POLICY

Response to Finding F 2.1

TRPD has advised that it concurs with this Finding. The District agrees.

Response to Recommendation R 2.1

TRPD has advised that Policy 706 was in place related to these issues. TRPD has advised that it concurs with the recommendation and the District agrees that the policy must be enforced.

Response to Finding F 2.2

TRPD has advised that it concurs with this Finding. It notes Policy 410 exists. The District has no reason to disagree with this concurrence.

Response to Recommendation R 2.2

TRPD has advised that Policy 410 requires Ride Alongs to sign a waiver. A policy regarding liability waivers for others will be discussed with legal counsel. The District agrees that the recommendation will be implemented.

3. HOW DID THE POLICE DEPARTMENT ACCOUNT FOR THE FUEL?

The Grand Jury has stated that it was unable to understand the use of fuel cards (see page 54 of the Report). The Grand Jury initially asked for assistance in understanding the fuel documentation, which would have been provided, but the Grand Jury ultimately decided that the help was not required.

Response to Finding 3.1

The District agrees that the procedures and controls in place regarding fuel purchases by TRPD were ineffective.

Response to Recommendation R 3.1

TRPD has advised that whereas 8 employees previously had access to fueling cards for off-site purchase of fuel, only one employee currently has one. All other fueling now takes place at the District's fleet facility across the street from the police facility. The District's fueling equipment requires the employee to input the vehicle number, employee number and vehicle mileage before fuel may be dispensed. The District notes that the recommendation has been implemented as described by the TRPD.

4. HARASSMENT OF CITIZENS

Response to Finding and Recommendation F 4.1

TRPD concurs with this Finding and Recommendation. TRPD has advised that it completed an internal review in January of 2012 and the original complainant was contacted at that time. His response made it clear he had no interest in discussing the matter further. In addition, the involved employee was on administrative leave at that time and has subsequently resigned.

The Superintendent has retired. No personal knowledge of others at the District is available. However, earlier information indicated that the lengthy complaint letter may never have made it from TRPD to the Superintendent. The letter was not found in the records of the Superintendent's office. The District advised the Grand Jury of this fact during the investigation in responding to requests for a copy of the complaint letter. The District agrees that the citizen complaint was not properly handled, as best the facts are known at this time.

Response to Recommendation R 4.2

TRPD concurs with this Recommendation and the District agrees. TRPD advises that Policy 1020 was in place at the time of this incident.

5. THE HIRING OF ANOTHER CONSULTANT

The Grand Jury has made certain assertions regarding the hiring of a former FBI agent to address matters related to the TRPD (see page 56 of the Report). As is well known from media reports, the Twin Rivers Police Department, its administrators, officers and staff have been under review and investigation by the District, the Sacramento Police Department Internal Affairs division, and other law enforcement agencies. The District authorized legal counsel to seek investigation assistance of a consultant. This consultant was not retained to report, but only to provide attorney-client privileged investigation and assistance in dealings with law enforcement. As a result, there was no report to give the Grand Jury. The consultant's services to legal counsel are also privileged.

Response to Finding and Recommendation F 5.1 and R 5.1

TRPD advises it concurs with the Finding and Recommendation. As to Finding F 5.1, the

District agrees generally with the facts. But given the involved superintendent has retired and Deputy Superintendent is no longer with the District, the District cannot verify what recommendations were implemented in the past. Numerous other recommendations have been implemented in the past months or are being implemented. The District agrees with Recommendation R. 5.1 and such efforts are in progress.

6. THE CALL IS OUTSIDE OUR BOUNDARIES

Response to Findings and Recommendation F 6.1 and R 6.1

TRPD advises that it partially concurs with this Finding and Recommendation. TRPD further advises that since January, 2012 current TRPD management has been in contact with SPD and SSD management on a regular basis. Both SPD and SSD have been assisting with the operational review of TRPD as well as other matters. It is the understanding of TRPD's current management that the SPD and SSD are satisfied with the direction given to TRPD staff on December 5, 2011 which stated, in summary, that TRPD Officers will not respond to an outside agency's calls absent a specific request from an outside agency. The District partially agrees with the Finding F 6.1. The District advises that the Recommendation 6.1 has been implemented and is being implemented.

Response to Findings and Recommendations F 6.2. R 6.1.1 and R 6.1.2

TRPD advises that the above three items concern Mutual Aid Requests. A Mutual Aid Request of the sort the Grand Jury appears to be referencing (where specialized equipment, a reporting point or a PIO are needed) are made by the requesting agency to a regional mutual aid coordinator who then requests other agencies in the region respond to assist the requesting agency. These types of requests typically stem from natural disasters, large multi-day riots and similar events. These requests are not made via dispatchers. The Grand Jury may be referencing what the CAL E.M.A. Law Enforcement Mutual Aid Plan defines as "day-to-day mutual aid."

"Day-to-Day Mutual Aid"

During the course of normal law enforcement smaller incidents occur that may require immediate assistance, such as: back-up on a traffic stop, perimeter control for a fleeing suspect or crowd control at a barricaded suspect location pending the arrival of additional local resources. Officers from nearby jurisdictions may respond to these emergency broadcasts on their own initiative (department policy permitting) without a formal mutual aid request.

These types of day-to-day requests are subject to the restrictions in the above referenced December 5, 2011 memorandum. The constraints suggested by the Grand Jury in Recommendation 6.1.2 would not be appropriate for a day-to-day request. TRPD is not large enough to participate in a mutual aid request other than a day-to-day request, has not been asked to do so in the past to the recollection of current staff, and would likely decline such a request if it was made.

As to Finding 6.2, the District has no reason to disagree with the TRPD response. As to Recommendations 6.1.1 and 6.1.2, the District has no reason to disagree with the TRPD response regarding implementation.

7. JUMPING CALLS OR PROVIDING A SUPPLEMENTARY SERVICE?

Response to Findings F 7.1 and Recommendation R 7.1

TRPD advises it partially concurs with this Finding and Recommendation. TRPD further advises that current management has repeatedly told staff that their focus is on the safety of students, staff, and the security of District property. There is a need to revise the Department's mission statement to be more reflective of this orientation and less a reiteration of the broader District mission statement. This change will happen on a timeline to be determined by the incoming Board of Trustees and Superintendent.

The District has no reason to disagree with the conclusions of the TRPD regarding the Finding and Recommendation.

Response to Recommendation R 7.2

TRPD advises that it concurs with this recommendation. TRPD further advises that Policy 706.5 and specific written and verbal direction to staff have reiterated that enforcement activity must have a nexus to school issues or present a threat to public safety.

The District advises that as noted by the TRPD the recommendation has been and is being implemented on a daily basis and should continue to be so implemented.

Response to Recommendation R 7.3

TRPD advises that it concurs with this Recommendation. TRPD further advises that since January, 2012 current TRPD management has been in contact with SPD and SSD management on a regular basis. Both SPD and SSD have been assisting with the operational review of TRPD as well as other matters. It is the understanding of TRPD's current management that the SPD and SSD are satisfied with the direction given to TRPD staff on December 5, 2011 which stated, in summary, that TRPD Officers will not respond to an outside agency's calls absent a specific request from an outside agency.

The District advises that as noted by the TRPD the recommendation has been and is being implemented on a daily basis and should continue to be so implemented.

8. TOWS, TOWS AND MORE TOWS

Response to Finding F 8.1 and Recommendation R 8.1

TRPD partially concurs with this Response and Recommendation. On rare occasions vehicles need to be towed for evidentiary or other reasons that the Grand Jury's recommendation would preclude. TRPD implemented policy changes that it believes are consistent with the spirit of the Grand Jury's recommendation. Tows for the period January through April, 2012 are down 95% over the same period for 2011. The policy will continue to be refined in a manner consistent with the Grand Jury's recommendation.

The District agrees with Finding F 8.1. The District agrees with the implementation of Recommendation R 8.1 as has been described by the TRPD.

Response to Finding F 8.2

The District agrees that between 2009 and Fall 2011, an atmosphere was created at the TRPD which lead to a substantial increase in the towing of vehicles and had an impact on the towing of vehicles. It was an improper atmosphere and the offensive practices have been terminated; and to the extent management provided a quota to officers that would have been illegal.

Response to Recommendation R 8.2

TRPD advises that it concurs with this Recommendation and its implementation. Policies will be amended to include prohibition of any search and tow quotas. The District agrees with the implementation which is in progress.

9. PAID ADMINISTRATIVE LEAVE

The Grand Jury made certain assertions regarding officers placed on leave (see page 66 of the report) and the Associate Superintendent for Human Resources and the District respond as follows:

Until 2012, the Associate Superintendent Human Resources was permitted little or no responsibility or authority over personnel matters at the TRPD. These responsibilities were handled by others at the District. Personnel files for the TRPD were not permitted by the Deputy Superintendent to be held by Human Resources. This was also mandated by the TRPOA/TRUSD union agreement. As a result, the Associate Superintendent for Human Resources did not have knowledge of officers placed on leave. The Superintendent, Deputy Superintendent and/or the Chief of Police placed officers on leave. The Superintendent directed the Associate Superintendent to immediately place the Chief on leave. The Chief is currently on leave in accordance with POBR

The Grand Jury made certain assertions regarding officers placed on leave being required to remain home while on leave (see page 66 of the report) and the Associate Superintendent for Human Resources responds as follows:

The officer being referred to in the report attended a sporting event for his son at another school district and engaged in an altercation with his son at the game. Police were contacted. The same officer has been arrested for assaulting members of the public. This was a prudent decision on behalf of the District.

Response to Finding F 9.1 and Recommendation R 9.1

TRPD advises that it concurs with this Finding and Recommendation. TRPD further advises that Policy 1020 describes this process, is available to all members of TRPD and has been provided to District Administration. POBR is available via the internet as it is part of the California Government Code. There are copies of the Memorandum of Understanding between the Twin Rivers Police Officer's Association available at the District Office and at TRPD.

The Associate Superintendent of Human Resources advises that the Deputy Superintendent had the POBR and as previously stated the Deputy Superintendent and Chief dealt with all personnel matters related to police services. Human Resources was not consulted. The Associate Superintendent of Human Resources was directed by the Deputy Superintendent and Superintendent not to be involved in TRPD personnel procedures addressed in the general orders.

As to Finding F 9.1, the District has no reason to disagree with the Associate Superintendent's advisement, nor the factual information provided by TRPD. As to Recommendation R 9.1, the recommendations have been and are being implemented.

Response to Findings F 9.2 and Recommendation R 9.2

TRPD advises that it concurs with this Finding and Recommendation. TRPD further advises that TRPD Management will work with the TRPOA to better educate staff on these issues. The District has no reason to disagree with TRPD's conclusions and so agrees with its response to Finding 9.2. The District agrees that the Recommendation R 9.2 be implemented, although it notes the District has no legal authority over the TRPOA.

Response to Findings F 9.3

The District agrees that too many officers have been on paid administrative leave for an unacceptable period of time. The aberrations within the TRPD which created these circumstances are the subject of continuing investigation, evaluation and correction. However, in some circumstances, resolving these problems has resulted in other personnel being placed on administrative leave.

Response to Recommendation R 9.3

TRPD advises it concurs with this Recommendation. The District agrees and will make efforts to implement the recommendation.

10. COMMUNITY RELATIONS AND INFORMING THE MEDIA

Response to Finding F 10.1

TRPD advises that it partially concurs with this Finding and that while TRPD does have a Media Relations Policy (Policy 346) it does not address a PIO position. The District partially agrees with this Finding.

Response to Recommendation R 10.1

TRPD advises that it partially concurs with this Recommendation. TRPD further advises that the PIO position within the TRPD has been eliminated and primary responsibility for media inquiries has been shifted to the District PIO. Policy 346 addresses media relations policy. The current operational relationship between the Department and the District PIO is as the Grand Jury suggests. The District agrees with the TRPD response to the recommendation and its implementation.

Response to Finding F 10.2 and Recommendation F 10.2

TRPD advises it concurs with this Finding and Recommendation. The District has established a Police Services and Safety Committee which has held several meetings. The current Chief and/or Lieutenant have been in attendance at each of these meetings. Assignment of officers to regularly scheduled neighborhood meetings is now coordinated by a patrol sergeant who has field staff attend in order to establish a working relationship with the community rather than having a single officer who does not work the street handle these meetings.

The District agrees with the TRPD regarding this finding and the implementation of the recommendation as described.

11. USE OF TASER

Response to Finding F 11.1

TRPD advises it partially concurs with this Finding. TRPD further advises that TRPD has and has had a policy on Taser use and follow-up care (Policy 309). As previously referenced, existing policies were not always well understood or followed. The District agrees with the TRPD response regarding this finding.

Response to Finding F 11.2

TRPD advises it partially concurs with this Finding. TRPD further advises that training records for the Department were moved off-site as part of the administrative investigation of the Department. Current supervisory staff advised current management that officers who were carrying Tasers had received initial training. The entire Department was given retraining by a certified instructor from the Sacramento Police Department on April 5, 2012. The District

agrees with the TRPD advisement regarding this finding.

Response to Recommendation R 11.2.1

TRPD advises it concurs with this Recommendation and that training was completed on April 5, 2012. The District advises that this recommendation has been implemented.

Response to Recommendation R 11.2

TRPD advises it concurs with this Recommendation. There is a policy and it does require a report following a deployment of the Taser. The District agrees with the TRPD advisement and notes that the recommendation has been implemented.

12. THE CHIEF

Response to Finding F 12.1

TRPD and the District do not dispute, nor could they, as to what was testified to by a detective.

Response to Recommendation R 12.1

TRPD advises it concurs with this Recommendation. TRPD further advises that current management does not believe this is happening any longer and would act immediately to stop such activity if it were to come to their attention. The District strongly agrees with this recommendation and its implementation.

13. TWIN RIVERS UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION “THEY DON’T KNOW WHAT THEY DON’T KNOW”

District Response to Finding F 13.1:

The Board members are correct that the Superintendent is in charge of all the operational aspects of the District. In that role, he is required to ensure that budget presentations are made to the Board on a regular schedule. In each of those budget presentations, a line item for Police Services is included. In addition, as stated elsewhere in the District response, there does exist a Police Services Policy Manual. The lack of knowledge of certain Board members who testified does not preclude its existence. Also, annual presentations were made to the Board depicting in PowerPoint and oral presentations all of the functions of the Police Services Department. The Board members may not have known that “a large amount of sophisticated electronic equipment was purchased and installed in patrol cars” just as they probably can’t tell you exactly what equipment is contained in any school classroom, kitchen, or District Office cubicle. They receive information on all expenditures of the District, but may not know exactly what each expenditure funds. The Board is tasked to set policy and hire a Superintendent. They are not responsible for all of the myriad day-to-day operational decisions made by staff.

Most lawsuits related to claims against the TRPD are handled by outside counsel appointed to defend the District by the District's insurance joint powers authority, not by the District's General Counsel. The Grand Jury's belief regarding the attorneys fees is inaccurate. General Counsel does not have authority over the insurance joint powers authority, nor its reporting to the District. In many cases, General Counsel has not been involved in these matters at all.

Response to Recommendation R 13.1.1

The Board recently selected a qualified Superintendent search firm to conduct an appropriate search for a new Superintendent.

Response to Recommendation R. 13.1.2

The Board has already engaged the community in the selection of the Superintendent search firm and will continue to solicit their input through a series of community forums during the search process.

Response to Finding F 13.2

The District concurs with this Finding that the Board learned of some District matters from media reports.

Response to Recommendation R 13.2

The District generally concurs with the contents and intent of the recommendation and will implement efforts to keep the Board better informed and to develop processes for more coordinated and directed response to the media as well advising the Board in advance of press release matters.

Response to Finding F 13.3 and Recommendation R 13.3

The District agrees with this Finding, although the Board did approve the hiring and contract of the Chief of Police, and agrees with the Recommendation. Its specific implementation is a Board decision.

Response to Finding F 13.4 and Recommendation 13.4.1

The District partially agrees with this Finding. The District also agrees with the Recommendation. Enrollment and attendance in the CSBA educational programs are the decision of individual Board members, not the District.

Response to Recommendation R 13.4.2

The District concurs with this Recommendation and further advises that it receives regular reports from all District Departments, not just Police Services and Human Resources. This recommendation has and will be implemented on an ongoing basis.

Response to Finding F 13.5 and Recommendation R 13.5

The District agrees in part. The Board has a myriad of tasks to perform at every meeting and cannot review every operational aspect in the District. However, the Board will continue to look for ways to streamline operations in all District Departments. A Request for Proposals

was recently provided to numerous law firms as a method to acquire legal counsel. The new Board has been and is being kept informed of the TRPD legal affairs and lawsuits, both through General Counsel and through insurance defense counsel.

The District has retained many legal counsel to represent its interests over the years of its existence. Most matters which have been brought against the TRPD or its officers have been handled through the District's joint powers authority ("JPA") and the several, outside law firms which the JPA has retained for those purposes. The District usually only pays its deductible for defense of these lawsuits. The District has had to defend many cases which it inherited from the prior Districts and it has done so. No lawsuit has been filed by the District, as is best known, since 2009, three years ago.

Most of the potentially illegal matters which have come to light were discovered commencing in the Fall of 2011 and were and are still subject to investigation by both civil and criminal authorities. The District's Board both before and after July 2012 has been informed of such matters as appropriate.

Response to Finding F 13.6 and Recommendation R 13.6

The District partially agrees with this Finding, and agrees with the Recommendation.

TWIN RIVERS UNIFIED SCHOOL DISTRICT ADMINISTRATION

The Grand Jury made numerous assertions regarding District personnel (see page 78 of the Report). All District employees are given a thorough background check prior to an offer of employment. In the current situation, all employees of the predecessor districts are mandated by law to be hired by the successor district in any unification or reorganization. Certificated employees are guaranteed a full year of salary after the unification or reorganization. In the case of classified employees, they are provided by California Education Code an additional year (two years total) protection at the salary they earned in their predecessor district. These laws apply equally to certificated and classified management employees. All of the individuals in the top administrative positions have the requisite integrity, knowledge, experience, and skills, for their position, which has been demonstrated by many years of experience in their chosen fields.

SUPERINTENDENT'S DINNER WITH THE CHIEF

The Grand Jury made certain assertions regarding the Superintendent having dinner with the Chief (see page 78 of the Report). The involved Superintendent has retired. Whether the involved meeting should have been held and how the meeting came about are questions and conclusions about an exercise of discretion by the Superintendent. Hindsight is often not a fair evaluation of the existing circumstances.

The Grand Jury made certain assertions regarding the Chief being placed on paid administrative leave (see page 80 of the Report). The Associate Superintendent Human Resources has advised that the Superintendent made the decision to place the Chief on leave and not to secure the Chief's gun and badge. The initial stay at home directive did not secure the Chief's badge and gun. Shortly thereafter the District attempted to collect the Chief's gun and badge but did not get cooperation from Police Services for they were in fear of their safety. Human Resources began to secure the services of a detective from Sacramento Sheriff's department since the Chief was non-responsive to calls from the District. Before the Sacramento Sheriff assisted, the acting Chief secured the gun and badge and provided the written notice of leave. The Associate Superintendent Human Resources further has advised that the Chief's office was secured immediately when he was placed on leave.

The Grand Jury made certain assertions regarding the Chief's wife being on leave (see page 80 of the Report). The Associate Superintendent Human Resources has advised that the Grand Jury was confused regarding this issue. The Chief's wife was on administrative leave and during her administrative leave, she filed for workers' compensation. Per workers' compensation protocol, she was placed on sick leave until her claim was accepted or denied. The Chief's wife exhausted her sick leave and was placed on a medical rehire list per Education Code and remains on this status as would any other employee in the same circumstance.

THE HIGH SCHOOL VICE PRINCIPAL

The Grand Jury made certain assertions regarding the Superintendent's meeting with the High School Vice Principal (see page 80 of the Report). The involved Superintendent has retired.

The Associate Superintendent Human Resources has advised that the Vice Principal was not demoted to an “Administrator on Special Assignment,” he was reassigned, at the same salary and with the same title, only at a new location. The Superintendent directed the Director of Secondary Certificated Personnel to assign the Vice Principal as an Administrator on Special Assignment. Once the Associate Superintendent learned of this, the Associate Superintendent directed the Director of Secondary Certificated Personnel to correct the title to reflect Vice Principal High School.

The Grand Jury referenced an internal correspondence from the Associate Superintendent Human Resources regarding the Vice Principal (see page 82 of the Report). The internal correspondence referred to by the Grand Jury is attorney-client privileged and is improperly in the hands of the Grand Jury. It was taken out of context in that the Grand Jury only took portions of the email. The statement is factually correct that the Vice Principal was legitimately returned to the classroom due to budget cuts. We sincerely hope that the Grand Jury has reported to the proper authorities the individual who improperly provided the privileged material to it.

The Grand Jury made certain assertions regarding the Associate Superintendent Human Resources attempting to change the Vice Principal’s title (see page 82 of the Report). The Associate Superintendent Human Resources advised that there was no “attempt” to change title to “Administrator on Special Assignment”. The Superintendent directed the Director of Secondary Certificated Personnel to make the title change. Upon the Associate Superintendent’s knowledge of the title change, it was immediately changed back to Vice Principal. Although assigned to Adult Education, the Vice Principal did not receive a title change or a reduction in salary or work days.

The Grand Jury asserted that the Associate Superintendent Human Resources signed a letter thanking the Vice Principal for interviewing for a vacant position (see page 80 of the Report). The Associate Superintendent Human Resources has advised that the Grand Jury was correct and that a form letter was sent to the Vice Principal erroneously. The Vice Principal should have received a letter thanking him for applying, not interviewing. There is no excuse for this clerical error. The department has put in place a check list for closing recruitments so that errors such as this do not occur in the future.

DIRECTOR OF FACILITIES, PLANNING, AND CONSTRUCTION

The Grand Jury has taken the public statements of Jeff Doyle in a letter to them and others as the truth without question. Mr. Doyle apparently did speak with the legal counsel who was representing him at his Grand Jury appearance. There is nothing improper in this. Now counsel are actually in the room during Grand Jury testimony. He also made no complaint about this at the time. Mr. Doyle was not compelled to participate in a “coaching session.” He did attend an attorney-client privileged, Grand Jury appearance preparation meeting along with several other District employees who had been summoned to testify before the Grand Jury. Most witnesses called to the Grand Jury are nervous and welcome understanding how the Grand Jury process works. Other participants have not complained about this meeting. The implication that this preparation meeting is improper is without merit. Again Mr. Doyle made no complaint about the meeting at or near the time of his involvement, nor did he request to be excused from the meeting.

ASSISTANT SUPERINTENDENT OF FACILITIES SERVICES

The Grand Jury made certain assertions regarding the Smythe Academy school parking lot (see page 83 of the Report). The Assistant Superintendent Facilities Services has advised that the Grand Jury statements are inaccurate and the action described is not a violation of either District policy or a violation of law.

The District notes the following regarding this issue:

The parking lot at Smythe Elementary School was expanded and modified in the late spring and early summer of 2008 by the former North Sacramento School District under the direction of their Director of Facilities. The approved plans for the 2008 parking lot expansion and renovation were prepared by a licensed architect. The plans show the subject driveway as an "Existing Driveway." These plans were also reviewed by a civil engineer hired by the architect. The general contractor built the parking lot keeping the southernmost driveway as an intended ingress and egress point of entry for the school site as shown by the architectural plans. This is the driveway where the child was killed by a hit and run driver who exited the parking lot and fled the scene of the accident. In 2001 the same architect with the assistance of a design engineer prepared a draft drawing of the same parking lot using the southernmost driveway as a right turn exit only. After the summer of 2008, the City of Sacramento agreed to and did install a painted "No left Turn" island in the middle of Northgate Boulevard directly to the east of the southernmost driveway allowing it to be used as a right turn exit only driveway. This was done to reduce left turns in and out of the driveway across Northgate Blvd. and to minimize the potential for accidents. During this process the City found no record of any accidents at the driveway. District maintenance staff placed a "Right Turn Only" sign at the southern end of the parking lot consistent with the above. The District also eliminated the first parking space to the north of the driveway to provide more room and visibility, consistent with the architect plans for the other driveways at Smythe. Prior to the 2008 renovation and expansion, the southernmost driveway had been used for years without any known accidents.

As can be seen, the assertions made, that the District made revisions after the renovation to allow the driveway to be used for ingress and egress, are false. This matter was thoroughly investigated by the District and its legal counsel. The case is currently in active litigation and the City of Sacramento, architect, civil engineer, and general contractor are all named as "Defendants." After the incident it was determined by the Assistant Superintendent Facilities Services that this southernmost driveway was not critical to the functioning of the parking lot and the driveway was permanently blocked off.

The Assistant Superintendent Facilities Services has provided the following facts regarding this issue:

- The assertion that the District Maintenance Department made unauthorized and noncompliant alterations after the renovation to allow the driveway to be used for ingress and egress are completely false.
- The work done by the District Maintenance Department on the Smythe Elementary School parking lot was in no manner unauthorized, noncompliant, improper, illegal or questionable.

The Grand Jury made certain assertions regarding the Assistant Superintendent Facilities Services having “a habit [...] of accepting favors and preferential treatment” (see page 83 of the Report).

The Assistant Superintendent Facilities Services has advised that the stay in the North Tahoe Cabin is not a violation of either District policy or law. The Assistant Superintendent Facilities Services provided the following background:

The consultant owns a small cabin in Kings Beach on the North shore of Lake Tahoe. The cabin is a vacation rental that he rents out to the general public for vacation use throughout the year. He currently charges \$280 rent for a weekend. Funds are made payable to a property management company for the use of the cabin. The consultant also donates weekends at this cabin for District charity events, e.g. the Project Dream and Grant Sports/Health Academy fundraising dinners.

The Assistant Superintendent Facilities Services provided the following facts:

- The consultant’s cabin is available to rent to the general public.
- The Assistant Superintendent Facilities Services rented the consultant’s cabin 3 times since he has been employed at the District including the weekends of January 17, 2009, December 19, 2009, and February 4, 2012.
- The following rental fees were charged to the Assistant Superintendent Facilities for the three uses of the cabin. There was a rental fee increase from the first time to the second time the cabin was rented in 2009. He paid \$220 for the weekend of January 17, 2009, \$280 for the weekend of December 19, 2009, and \$280 for the weekend of February 4, 2012.
- There is nothing improper, illegal or questionable about the Assistant Superintendent Facilities Services renting the consultant’s North Tahoe vacation cabin for personal use.
- The Assistant Superintendent Facilities Services does not accept favors from outside vendors.

The Assistant Superintendent Facilities Services further has advised that the awarding of contracts to consultants through the Facilities Department is completely transparent and is not a violation of either district policy or a violation of law. The Assistant Superintendent Facilities Services has provided the following background: Not all contracts are required to be put out for competitive public bid. Professional services contracts are awarded directly to the most qualified consultants. This process provides the District with the latitude to pick the most qualified candidate. All professional services contracts that are over \$15,000 must be taken to the Board of Trustees for approval.

The Assistant Superintendent Facilities Services provided the following facts:

- The consultant was paid a total of \$698,609 from July 1, 2008 through May 4, 2011.
 - Professional Services totaling \$370,946 were contracted by the District Superintendent for unification related work and paid out of the General Fund. The Assistant Superintendent Facilities Services does not control the issuance of contracts or reporting to the Board by the District Superintendent or Business Department.

- Professional Services totaling \$327,663 were contracted for by the Assistant Superintendent Facilities Services. These Professional Services contracts were taken to the Board of Trustees for approval on: August 18, 2009, January 5, 2010, April 6, 2010, August 3, 2010 and December 14, 2010.
- The awarding of contracts by the District Facilities Department to consultants was in no manner unauthorized, noncompliant, improper, illegal or questionable.

The Assistant Superintendent Facilities Services has advised that the awarding of contracts for portable buildings through the Facilities Department is completely transparent and is not a violation of either District policy or a violation any law.

The Assistant Superintendent Facilities Services has provided the following background: The District Board of Trustees gave direction to staff under Resolution No. 175 to reconfigure the grade levels at Orchard Elementary School from a K-6 elementary to a K-8 elementary school. Because of the grade level reconfiguration, additional 7th and 8th grade students would now be attending the school. The site needed to add an additional rest room portable building to accommodate the older children. The Facilities Services Department needed to install a portable toilet building at Orchard Elementary School during the summer of 2010.

The Assistant Superintendent Facilities Services provided the following facts:

- The District solicited quotes from three portable toilet building manufacturers.
 1. Mobile Modular gave a quote to purchase a used portable toilet building that the District had been leasing located in our District that we could purchase for \$44,701.
 2. Douppnik Manufacturing gave a quote for a new portable toilet building for \$57,334.
 3. Design Mobile Systems, Inc. (DMSI) has a standing “Piggyback” base bid quote for a new portable toilet building for \$70,950.
- The decision was made to purchase a new portable toilet building rather than an old toilet building. The vendor selected was Douppnik Manufacturing for \$57,334 on a “Piggyback” bid that originated through the Loomis Union School District.
- The Douppnik “Piggyback” bid was taken to the Board of Trustees and approved at the May 25, 2010 board meeting.
- The award of the “Piggyback” contract by the Facilities Services Department was completely transparent and was not a violation of either District policy or a violation of law. There is nothing noncompliant, improper, illegal or questionable about the award of the “Piggyback” contract.

The Grand Jury made certain assertions regarding incidents of theft by employees of building materials, and an associated salvage fund (see page 84 of the Report).

The Assistant Superintendent Facilities Services has advised that the Grand Jury assertions are fundamentally correct and the actions described are not a violation of either District policy or a violation of law.

The Assistant Superintendent Facilities Services provided the following background: The Maintenance Department maintains a fund titled “Recycle Fund” (No. 01-0000-0-8699-270-0000-0000-000-627) that collects funds from any type of District salvage opportunities. This

fund is an official fund where all records are fully accounted for in the District accounting records. This fund is used for teambuilding activities, employee recognition events, training, etc., rather than having to use the General Fund.

The Director Maintenance and Grounds became aware of three Maintenance III workers, all of whom had funds in their possession which they received from recycling District copper, funds that had not been turned over to the "Recycle Fund". The Director reported this information to the Assistant Superintendent Facilities Services and the Assistant Superintendent Facilities Services immediately reported this to Human Resources. The District immediately put these three workers on paid administrative leave while the issue was under investigation. From that point on, the Assistant Superintendent Facilities Services and Director Maintenance and Grounds were not provided any further information on the issue. After a few months, the workers returned to work. The details of what specific actions were taken by the Twin Rivers USD with respect to restitution and/or arrests were not released to the Maintenance and Facilities Departments.

The Assistant Superintendent Facilities Services provided the following facts:

- The Maintenance Department maintains a District official fund titled "Recycle Fund" (No. 01-0000-0-8699-270-0000-0000-000-627).
- This fund is used for training, employee recognition events, teambuilding activities, etc., rather than having to use the general fund.
- Three Maintenance III workers were discovered to have funds in their possession which they received from recycling district copper that had not been turned over to the "Recycle Fund".
- These three Maintenance III workers were reported to Human Resources and they were put on paid administrative leave while the issue was under investigation.
- The Maintenance and Facilities Departments were not privy to any details of the investigation while it was taking place.
- After some months, the Maintenance III workers were allowed to return to work. The final details of investigation were not released to either the Facilities or Maintenance Departments as such are confidential personnel matters.
- There was nothing improper, illegal or questionable about the conduct of the Director of Maintenance and Grounds or the Assistant Superintendent Facilities Services in regards to this issue.

The Grand Jury made certain assertions about the Go Green project (see page 84 of the Report).

The Assistant Superintendent Facilities Services has provided that the Grand Jury Statement is inaccurate and provided this background: The Assistant Superintendent Facilities Services is a strong believer in Green Sustainable Schools with as small of a carbon footprint as possible. The last new school he built was an award winning LEED Gold Middle School. This is the second highest level that can be obtained in green sustainable building construction. The parameters given to the Assistant Superintendent Facilities Services by upper management were to make District schools more energy efficient and to do so in a way as to not create any more debt for the District. The only way to accomplish this was through a "Power Purchase Agreement" ("PPA"). A PPA is an agreement wherein the District would agree to purchase power from a vendor for a

period of time at an agreed upon rate. This type of agreement is appealing if the vendor agrees to sell the power at a rate lower than the traditional utility company. Several potential vendors were interviewed, but the vendors advised they could not make a PPA agreement work in the SMUD utility area because SMUD's rates are too low for the PPA to make a profit for the vendor.

- During an interview with Go Green Consultants, LLC, they represented that they could make a PPA work in SMUD territory through incentives provided by a special financing program that they were able to secure. The offer from Go Green was that the District would purchase power from Go Green at a cost lower than our current SMUD rates for a contracted period and Go Green would help cover some of the upfront costs to install some energy conservation equipment in the five school sites for the pilot program. This was to be a no-cost initiative; however, if Go Green Consultants determined that the project was feasible, then there was a possibility Go Green Consultants could be entitled to be reimbursed for certain costs, not to exceed \$60,000. Given that as the basis, an Energy & Environmental Assets Audit Agreement (MOU) was drafted stating that Go Green would do a comprehensive energy audit for a pilot program on five of our schools. The District is allowed to enter into this type of agreement without competitive bidding under *California Government Code – Section 4217.12*.

The Assistant Superintendent Facilities Services provided the following facts:

- The District wants their schools to be more energy efficient.
- The District did not want to create any more debt to implement an energy savings program.
- Go Green Consultants, LLC stated that they could provide energy cheaper to the District than SMUD by means of a Power Purchase Agreement (“PPA”)
- An Energy & Environmental Assets Audit Agreement (“MOU”) with Go Green Consultants, LLC was submitted to and approved by the Board of Trustees on August 17, 2010 to determine if this was feasible.
- The District is allowed to enter into this type of agreement without a competitive bidding under *California Government Code – Section 4217.12*.
- It was determined by Go Green Consultants, LLC that the project was feasible after they did their initial review of the energy consumption records and visited the pilot schools.
- The District then began good faith negotiations with Go Green Consultants, LLC to enter into an Energy Supply Agreement (“ESA” - another name for a PPA).
- On June 6, 2011, Go Green paid Twin Rivers \$8,185 to help offset the legal costs the District was incurring during the negotiations of the ESA. The District continued to negotiate in good faith to come up with a PPA that was acceptable to both parties, but the parties were unable to come to an agreement.
- The District did not pay Go Green \$60,000 or any other amount.
- The Assistant Superintendent Facilities Services has stated that Go Green Consultants, LLC never offered, nor did the Assistant Superintendent Facilities Services ever solicit for, any type of commission or compensation in regards to this project. During the testimony by the Assistant Superintendent Facilities Services, the Grand Jury was told by the Assistant Superintendent that no commissions or “kickbacks” were ever discussed or agreed to with Go Green.

- The Assistant Superintendent Facilities Services has advised that he has shown many examples in this response of false statements against him and the Facilities and Maintenance Departments. A simple examination of the evidence and documents will show that these allegations are inaccurate.

The Grand Jury made certain assertions that a construction contract related to the East Natomas Education Complex was awarded implying an impropriety (see page 84 of the Report.)

The Assistant Superintendent Facilities Services has advised that all awarded contracts followed the proper bidding protocol and that the Facilities Department was not in violation of either District policy or in violation of law.

The Assistant Superintendent Facilities Services has provided the following background: The East Natomas Educational Complex (ENEC) was a project for construction of a junior high and high school together on the same site. It was a large and expensive construction project. The total contract was approximately \$159,000,000. The project was under construction at the time of the unification of the District. It was a school construction project that began construction by the former Grant Joint Union High School District just after the housing market began to collapse. The District ultimately converted the project from a single phase to a multiple phase project allowing the existing contractor to complete phase 1. The District settled with the contractor for the work that was completed in Phase 1. The project has been secured until such time that there is sufficient student demand generated from new home developments and sufficient funds available from the California State building program to complete the project. To date there have been no construction contracts awarded to any contractor to resume construction at ENEC. No contractors are currently working at the ENEC site.

The Assistant Superintendent Facilities Services provided the following facts:

- The East Natomas Educational Complex (ENEC) project has been closed down for over two years.
- The contractor that was originally hired to build the complex finished his scope of work and demobilized off the site over two years ago.
- There have not been any contracts awarded to resume construction of the project to any contractor.
- ENEC is currently mothballed until such time there is sufficient student demand generated from new home development and sufficient funds become available from the California State building program to complete the project.
- Apparently, the Grand Jury was given inaccurate information.

The Grand Jury made certain assertions that a construction contract was awarded to someone in Southern California (see page 84 of the Report).

The Assistant Superintendent Facilities Services has advised that the Grand Jury statement is inaccurate and he provides the following background: the Grand Jury Statement VI indicates that the Grand Jury's conclusions stem from the handling of the ENEC construction project. The District went through a Request for Proposals ("RFP") process to establish a pool of architects for the District to use for the design of school facility projects. On March 2, 2010, a pool of nine

architectural firms were taken by the Director Facilities Planning and Construction Services before the Board of Trustees and approved for the District's use as needed for school design purposes. This pool was determined by the formal RFP process. The architect that the Grand Jury refers to was one of the architects that was approved through the RFP process. The architect referenced was selected by the District to do a starter school feasibility study for ENEC. This architect is nationally recognized for his vision and ability to turn around troubled school projects.

The Assistant Superintendent Facilities Services provided the following facts:

- The District went through a "Request for Proposals" (RFP) formal process to establish a pool of highly qualified architectural firms to be used by the school district for facility projects.
- This RFP screening process took place in late 2009.
- The Director Facilities Planning and Construction Services took the designated pool of architects to the Board of Trustees on March 2, 2009 and obtained the Board's approval.
- The architect is one of the firms identified in the approved pool of architects.
- This architect was selected to do a feasibility study of ENEC as a starter school.
- This architect is nationally recognized for his vision and ability to turn around troubled school projects.
- There was nothing improper, illegal or questionable about the conduct of the Facilities Department in regards to this issue.

THE TWIN RIVERS SERGEANT

The Grand Jury made certain assertions regarding a Sergeant who was coerced into resigning (see page 85 of the Report).

The Associate Superintendent Human Resources advised the Deputy Superintendent that the Chief could not legally extend the sergeant's probationary period. The Deputy Superintendent continued to assert that the Chief could extend the probationary period. This was incorrect. The involved Sergeant has been returned to duty and the District has been working cooperatively with him to resolve back pay and benefits issues.

THE DISTRICT SPOKESPERSON

The District's Communications Director advises that overall, she found the claims and the culminating Finding and Recommendation to be faulty on many accounts and she is extremely disappointed. She further advised that she learned that the way the Grand Jury is currently organized, the civil Grand Jury has no obligation to provide an opportunity for rebuttal for public employees that are accused of wrong-doing, nor to provide an appeal process to dispute allegations that are published in their reports.

The Grand Jury made certain assertions regarding sex offenders on a middle school campus as well as the PIO's comments to media sources regarding these matters (see page 85 of the Report).

The Communications Director has advised that while the Grand Jury may have heard testimony there were sex offenders on the campus, that is not accurate to her knowledge.

Due to an emergency safety relocation of an elementary school during the winter break of 2010, adult education students were temporarily co-located on a wing of the middle school campus in the spring of 2011. The Facilities Services Department put fencing in place between the wing and the rest of the campus and added separate temporary restroom facilities. The wing had a separate parking lot and entry/exit. Some community members went to the media with the claim that the adult education program made up mostly of the elementary and middle school parents in the English Learner Program, contained sex offenders.

In defense of his students, an adult education staff member conducted a Megan's Law search (available to anyone on the Internet) on the proposed relocated adult education students in December 2010 and sent an email to the Communications Director's department on December 15 asserting that based on his review, there were no sex offenders in the group. The Communications Director further advises that she was not aware of any evidence that existed that demonstrated there were sex offenders on the campus. Based on the facts of the situation and the evidence, she believes her comments to the media and the public were truthful. (emails from adult education teacher dated December 15, 2010 and June 28, 2012 confirming these facts and the results of the Megan's Law check).

The Grand Jury made certain assertions regarding the closure of two schools (see page 86 of the Report).

The Communications Director stated that she stands by her statement that there was an extensive community engagement process backed by the facts and timeline. She further stated that closing schools is never easy, and unfortunately there are always people who are unhappy with the outcome.

The Communications Director advised that in 2008 due to dramatic cuts to school funding, the District formed a School Facilities Advisory Committee ("SFAC") to study possible school consolidations. These 24 people representing parents, teachers, classified staff, elementary and secondary principals, and each department of the District spent a great deal of personal time on this issue. They also courageously came forward with preliminary recommendations, shared them with the communities, and listened.

The Communications Director further advised that while some agencies bring forward proposals that don't change even after significant community input, the SFAC group was committed to truly listening and incorporating the thoughts and ideas of the more than 600 people who attended the six community forums. The preliminary recommendations and the revised recommendations were dramatically different. They demonstrated that community input had an impact on the final changes that were implemented. The District school consolidation engagement process included:

- Regional community forums and school site community forums
- Special website section, electronic newsletters, unique email address, school site website updates

- Automated phone survey with more than 3,000 households participating
- Letters, automated call reminders, and fliers
- Principal and staff briefings
- Media outreach and coverage

You can also visit the Facilities Advisory page on the District website which contains more detailed information about the process:

http://www.twinriversusd.org/depts/facilities/facilities_advisory_committee

Supporting documentation:

- Series of 3 Fact Sheets that were provided at school sites during the school consolidation engagement process.
- Discussion points on the school consolidation process that were reviewed with principals so that they could provide current, accurate information to their staff.
- Email dated November 13, 2009 that documents compliments received from teacher's union (TRUE) president John Ennis that states, "the TRUE reps, who are on the SFAC (School Facilities Advisory Committee) stated that the process used was genuine and fair."
- Email thread initiated with an email to the Board of Trustees in which a critical community member compliments the District efforts to respond to his concerns and improve the engagement opportunities.
- The results of the automated phone survey for the North Highlands area schools indicating that 70% of families supported the proposal to move to K-8 schools in the area.
- Notice sent out on January 20 to extend the community feedback and engagement period.
- Presentation from the January 28, 2010 board meeting documenting the timeline, variety of engagement opportunities, and the changes from the first set of recommendations to the second set of recommendations based on community feedback.
- "Golden Achievement Award" from the National School Public Relations Association "In recognition of exemplary public relations" for our "School Consolidation Engagement Process."

The Grand Jury made certain assertions regarding the District's "Fact or Fiction" portion of its website (see page 86 of the Report).

The Communications Director advised that while she was ultimately responsible for the posting of information on the District's website, including the "Fact or Fiction" section, the content was provided by the District department with authority over a particular issue. In the case cited by the Grand Jury, the information was provided by the Facilities Department and posted in December 2010, six months before Facilities Director Jeff Doyle was placed on leave. The Communications Director stated she never received communication from Jeff Doyle that the information posted during his tenure was erroneous in any way and she is at a loss to explain the conflict in his testimony.

Supporting documentation:

- Emails dated December 10, 2010 indicating the source of the information for the website and some of the senior staff that reviewed the information before it was posted.

- An email newsletter sent by Jeff Doyle on December 8, 2010 which documents the inconsistencies in gas pressure as quoted by PG&E. In particular, it reads, “PG&E representatives maintained the natural gas stored in this facility as at a pressure of 60 psi. On September 27, 2010, the district obtained PG&E documents that disclosed the pressure ranged from 250 psi to 720 psi.” The California Department of Education requires analysis of pipelines that exceed 80 psi.
- Two emails sent by Jeff Doyle on October 1, 2010 indicating that the Facilities Department had “a meaningful meeting” with PG&E and that all PG&E personnel should be directed to him. He also stated, “It is important that the district manage all PG&E communications” and to call him for details. In calls with and group meetings that included Jeff Doyle, he described the department’s negotiations strategy with PG&E on several occasions.

Response to Finding F.1 and Recommendation R.1

The Communications Director disagrees with this recommendation and finding. The District notes that it has a new PIO.

The Communications Director stated that she is able to provide a number of examples that speak to her qualifications. The Communications Director has a Masters’ Degree in Organizational Communication and has served in a communications role for more than 20 years in a variety of non-profit, corporate, and public organizations. In 2007 and 2008, her communication efforts helped to pass the measure to unify schools after nearly 60 years of failed attempts. This was a very personal effort for her to improve the schools in the community where she grew up. She continued; in the 2011-2012 school year, her office responded to more than 400 media inquiries on a multitude of difficult topics. Her peers throughout the state recently elected her to serve as president of an association she belongs to, and the national leaders in the public relations and school administrator associations honored the District with the national Leadership through Communication Award in 2010, and Front-Runner award in 2011. The District Communications office has earned nine state and local awards for their communication efforts on behalf of the District. In addition, she has served on the Sacramento Children’s Coalition for the past five years and as a soccer coach for more than 20 years. She would have been happy to share her background, qualifications, and perspectives on these issues had she been given the opportunity. The Grand Jury never requested her to testify before it.

THE BUS DRIVER

Response to Finding 1.1

The District disagrees with this Finding. The Associate Superintendent Human Resources advised that the Director Transportation Services issued to the bus driver the Letter of Reprimand. Further, the directive that is applicable to the statement “Failure to follow these directives will result in further disciplinary action up to and including dismissal” refers directly to the directive “You are directed to follow the directives of management without responses of insubordination and or hostility and defamatory accusations.” In a distinctly separate section of the letter it is stated “To aid you in correcting your conduct, I offer the following suggestions and/or or assistance: Contact the Employee Assistance Program (EAP) regarding programs

available that may assist you with anger management.” A manager is obligated to provide suggestions to an employee on how to improve their performance. The EAP was an appropriate suggestion to aid the bus driver in improving his/her performance and conduct. The bus driver was not directed to attend this voluntary program nor was the driver disciplined for not attending.

Within EAP is a component that managers can access through the Human Resources Division, to provide support to employees who are exhibiting performance problems. Managers may refer employees to the program, and again, the employee’s participation is voluntary. The program is structured so that if the employee consents to participating in the management referral they sign an Authorization to Release Client Information Form which allows the Director of Classified Personnel only verification from EAP that the employee attended and complied with the EAP treatment plan. The treatment plan is not disclosed nor are any other details provided to the Director of Classified Personnel. If an employee does not consent to voluntarily participate in the management referral they are not disciplined for not attending nor does the employer receive information regarding whether the employee participated in an EAP treatment plan.

STUDENT SERVICES

Response to Findings F.1

The District disagrees with this Finding, as is explained below.

Response to Recommendation R.1

The District agrees with this Recommendation. The Student Services Department has advised that the school administrators of the District Student Services Department are not authorized nor trained to access the California Law Enforcement Telecommunications System and NCIC, a computerized FBI index of criminal justice information. This system is available to Federal, State and local law enforcement and other criminal justice agencies and personnel. The Director of Student Services and Coordinators of the Student Services Department in their roles as school administrators do not have authority to order or direct Federal, State, Local, or School District law enforcement agents to conduct criminal background checks.

Juvenile Court Notices

The Student Services Department has advised that upon written notification from a court, school districts are required to inform appropriate staff of any student’s criminal offenses [Welf. & Inst. Code 827 (b)(2)]. School staff must keep information about student’s criminal offenses confidential. However, staff may communicate with certain individuals to bring about the students rehabilitation or to protect students and staff [Welf. & Inst. Code 827 (b) (2)]. The Student Services Department receives juvenile court notices and disseminates those notices accordingly.

Exchange of Information with Law Enforcement

The Student Services Department has advised that the exchange of confidential juvenile

information between law enforcement and school districts is subject to restriction with exceptions. For example school districts may inspect, receive copies of, and receive information from a juvenile criminal case file. Additionally courts are required to notify districts when students have committed certain crimes. Upon receipt of written notification from a court, school districts are required to inform appropriate staff of student's criminal offenses. School staff must also keep such information confidential. However, staff may communicate with certain individuals to bring about the students rehabilitation or to protect students and staff. [Welf. & Inst. Code 827 (b) (1)] The Student Services Department works with local social service agencies, law enforcement agencies, court community school programs and school sites to enhance and encourage positive educational and welfare outcomes for students in District school programs. Law enforcement agencies share common concerns with school administrators and will also work closely with schools to enhance student welfare, safe school environments, and secure communities. [See, "Law in the School: A Guide for California Schools, School Safety Personnel & Law enforcement," California Department of Justice, 6th ed. (August 2000)] The ability of schools and law enforcement to freely share confidential information is critical to their success. Id. While district police departments are not required to notify school districts when students have committed certain crimes, they are authorized to notice school district personnel and school staff if they believe such information would be necessary to work appropriately with the students to effectuate rehabilitation, avoid needless vulnerability and safety for students and staff. [Welf. & Inst. Code 827 (b) (2), 828.1 (b)].

THE DISAPPEARING COMPUTERS AND SERVER

The Grand Jury made certain assertions regarding the Chief's computer and a District server (see page 88 of the Report.)

As is well known from media reports, the Twin Rivers Police Department, its administrators, officers and staff have been under review and investigation by the District, the Sacramento Police Department Internal Affairs division, and other law enforcement agencies. The District authorized General Counsel to seek investigation assistance of a consultant who was not retained to report, but only to provide attorney-client privileged investigation and assistance in dealings with law enforcement. As a result, there was no report to give the Grand Jury.

Given the serious nature of the investigations, and the desire that the review be thorough, substantial efforts were made by legal counsel and their staff as well as the Sacramento Police Department to secure all evidence related to the investigations. Computers were secured, including that of the Chief of Police and others with administrative responsibilities over the TRPD. For the investigation and pursuant to an electronic data preservation notice, all email related to the TRPD was secured as well. Chain of custody documentation was created and maintained regarding the securing of evidence. The Sacramento Police Department Internal Affairs division can corroborate the propriety of the conduct of General Counsel and its staff in assisting in these matters. It appears that the Grand Jury may have been misled on these matters.

In this process of securing evidence, no Twin Rivers server was ever taken from the Twin Rivers' IT Department by General Counsel or its staff, although data from server(s) were copied

for preservation purposes. No data from any of these sources was ever tampered with or destroyed by General Counsel or its staff. Virtually all, if not all, of the collected evidence has been provided to the Sacramento Police Department.

The District legally objected to production of the materials subpoenaed by the Grand Jury in October and November 2011, a perfectly legal and proper part of the process. While initially seeking to have the legal issues decided by the Superior Court, the Grand Jury ultimately dropped the hearing(s) related to these subpoenas, and as a result the District did not provide the objectionable materials to the Grand Jury. Any implication of impropriety by the District on these issues is without merit.

No District computers or servers disappeared to the District's knowledge.

CONCLUSION

Response to Final Recommendation

All District employees are given a thorough background check prior to an offer of employment. In the current situation, all employees of the predecessor districts are mandated by law to be hired by the successor district in any unification or reorganization. Certificated employees are guaranteed a full year of salary after the unification or reorganization. In the case of classified employees, they are provided by California Education Code an additional year (two years total) protection at the salary they earned in their predecessor district. These laws apply equally to certificated and classified management employees. All of the individuals in the top administrative positions met the requirements for their positions, and were legally hired and retained by the Board of Trustees.