



# CHECKING THE FACTS

Examining factual inaccuracies, misinterpretations and false conclusions contained in the Grand Jury report on the Pajaro Valley Unified School District

September 26, 2007

## Regarding Conflict of Interest and Open Meeting Laws

*Examples of factual inaccuracies upon which the Grand Jury based its conclusions and recommendations:*

*Grand Jury statement:*

***The Grand Jury contends that in early 2003, within months of leaving a position with the for-profit company America's Choice, the superintendent asked a subordinate to purchase the America's Choice Million Words Campaign. Over the three-year initial period they claim she encouraged subordinates to purchase a multi-year educational program from America's Choice — including licenses, texts, materials and training — for three schools. The implication is that she exerted undue influence that posed a possible conflict of interest.***

*Checking the facts:*

- When Dr. Mary Anne Mays was employed at the National Center on Education and the Economy (NCEE), America's Choice was a program of that **non-profit** organization.
- Her expertise in developing innovative and effective curricula and instructional techniques to help under-achieving students was her primary work at NCEE and was a major factor in PVUSD hiring her as its superintendent. It would be logical that she would talk to her colleagues about effective teaching practices.
- The Million Word Campaign is an idea, not a thing, and therefore cannot be purchased. No funds were expended by the district "to purchase the America's Choice Million Words Campaign."
- Information about the America's Choice comprehensive school design had been presented to a number of PVUSD schools prior to Dr. Mays' arrival as superintendent. The district was introduced to the program as early as 2000 when America's Choice information was obtained at a seminar and shared with Pajaro Valley Unified School District staff.
- Each school had a team that reviewed different state-approved program options. America's Choice was on the list of state-approved curriculum materials. These teams consisted of parents, teachers and administration, and each decision required a vote by either staff or a subset of staff (Watsonville High School). Three PVUSD schools selected America's Choice as their partner by using a thorough process of review and site-based decision making involving a team approach.

*Grand Jury statement:*

***The superintendent, as a former employee of America's Choice, was reportedly offered a stock purchase option.***

*Checking the facts:*

- This repeats a rumor that is completely contradicted by the facts. The Grand Jury should not use the term "reportedly" without confirming the factual basis for this allegation. The report's implication that Dr. Mays may have or at least appeared to have a conflict of interest stems from a presumed financial connection to America's Choice that never happened. If they had checked this fact this section of the report never would have been written.
- The Grand Jury was provided a letter dated April 26, 2007 from America's Choice indicating that it was not a "for profit" organization at the time of Dr. Mays' employment. It explained that when it did become "for profit" in October 2004 Dr. Mays was not an employee and that she was never offered any stock option. The Grand Jury had this letter prior to the release of the report, but chose to disregard this information.

- It should also be noted that the letter from America's Choice submitted by Dr. Mays to the Grand Jury was among several items not listed as source documents in the Grand Jury's report. Additionally, a letter has been submitted by Jason S. Dougal, NCEE/America's Choice General Counsel, to the Presiding Judge of the Superior Court further clarifying this issue.

*Grand Jury statement:*

***According to its review of the documentation the Grand Jury said the district paid over \$1.3 million for America's Choice materials and that this was not done with the full knowledge of the school board.***

*Checking the facts:*

- The district did not spend \$1.3 million on America's Choice. The expenditures from 2003 through 2006 were under \$950,000, or approximately \$300,000 per year. It is common for purchase orders to be cancelled or only partially filled prior to payment, which may account in part for the misinformation in the Grand Jury report. All requests for continued involvement came directly from sites.
- These expenditures were reflected appropriately in a variety of budgetary line item accounts including site based budgets, grant funds, private sources and categorical funds. The report wrongly implies this was done consciously to keep the full extent of allocations from the school board and the public. That was not the case.

*Grand Jury statement:*

***The district's ethics policy includes conflict of interest guidelines which may apply in this type of situation, but because this policy is not dated, it is not clear when it went into effect.***

*Checking the facts:*

- A duly diligent inquiry by the Grand Jury would have yielded the fact that the district's ethics policy, adopted October 8, 1997, was in effect when Dr. Mays was hired. The superintendent has not had any ownership or other financial interest in America's Choice so the district's ethics policy does not apply as there was no conflict of interest or coercion on the part of the superintendent. It is important to note that no one has filed a formal conflict of interest charge against the superintendent on this issue.

*Grand Jury statement:*

***The Pajaro Valley Unified School District Board of Trustees may have not complied with the state's open meeting laws when they adjusted the former superintendent's contracts and made the decision to hire Dr. Mays as the current Interim Superintendent. Specifically, the Grand Jury complained that the description and title for the closed session agenda item for the January 17, 2007 board meeting was unclear.***

*Checking the facts:*

- The district complied with the posting and public notice requirements of the Ralph M. Brown Act. The item in question was listed as an adjustment to the multiple job descriptions of the current interim superintendent (serving also as Construction Manager and Associate Superintendent). The public agenda stated that the closed session would consider the "appointment" of an interim superintendent.
- The Grand Jury report fails to note that a complaint filed by two community members about this meeting was reviewed by the County District Attorney's Office which found that no criminal violation of the Brown Act had occurred. The District Attorney also advised the complainants that they could file an action in the civil courts. They chose not to pursue this as an option. The District Attorney's letter is dated April 3, 2007, well before any investigation by the Grand Jury was finalized. The Grand Jury had access to this information and should have referred to it before leveling an unsubstantiated accusation that state open meeting laws might have been violated.

Additional background information and a complete copy of the district response to the Grand Jury report is available for viewing on the district web site: [www.pvUSD.net](http://www.pvUSD.net) or by contacting the district office.

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