

MORENO VALLEY UNIFIED SCHOOL DISTRICT

**MINUTES FOR THE SPECIAL CLOSED MEETING OF THE BOARD OF EDUCATION**

The minutes of the Special Closed Session meeting are being submitted to the Board of Education for approval at its Regular Board Meeting of November 17, 1998. The minutes are a complete and factual record of action taken by the Board of Education at its Special Closed Session Meeting of September 29, 1998.

**MORENO VALLEY UNIFIED SCHOOL DISTRICT  
25634 Alessandro Boulevard  
Moreno Valley, California**

**THESE PROCEEDINGS ARE BEING AUDIO/VIDEOTAPED PURSUANT TO GOV. CODE §54953.5**

CALL TO ORDER: The Board of Education opened the meeting at 7:18 p.m.

ROLL CALL: AYE-Burks AYE-Candelaria AYE-Vackar AYE-Ledbetter AYE-Ashe

Members Present

Alex T. Candelaria, President  
Bernadette Burks, Vice President  
Charles W. Ledbetter, Clerk (late)  
Tracey B. Vackar, Member  
Jacqueline L. Ashe, Member

Administration

Ron Bennett  
Jeff Okun

Administration Present

Jeff Okun, Assistant Superintendent, Support Services  
Christine Wallace, Assistant Superintendent, Fiscal Services  
Margie Breitreuz, Executive Secretary to the Superintendent

Visitors

Ralph W. Smith	David Lara-Tellez	Jenelle Beard
Norbert Washington	Christine John	Gary Baugh
John Hayes	Deanna Henricksen	Paul Gill
George Albanese	Marva Horn	John Bailey

**PUBLIC COMMENT ON AGENDA/NON-AGENDA ITEMS**

Board President Alex Candelaria said the purpose of this special meeting is to discuss and, hopefully, take action on the contract for the superintendent. He said last month the Board asked legal counsel to work with Dr. Suazo on a proposed employment contract. Board President Candelaria said that before proceeding, he wanted legal counsel to inform the Board of the status of those discussions.

Jack Clarke, attorney-at-law, said that in the past weeks since the Board asked him to work with Dr. Suazo on a proposed contract, he has had several conversations with Dr. Suazo. He was at least able to talk with the Board about general parameters of a possible agreement.

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Mr. Clarke said he wanted to present the Board with additional data and tell the Board his thoughts as to what, in light of this data, would be a possible agreeable arrangement between Dr. Suazo, as superintendent, and the Board. Mr. Clarke presented a comparison of compensation and benefits of superintendents of five Riverside County school districts. The five districts are Jurupa, Alvord, Palm Springs, Corona/Norco, and Riverside unified school districts. He advised the Board that it was within the Board's discretion to use or reject any of the data being presented.

Mr. Clarke said the salary compensation for the superintendents in this comparison ranged from a low in Jurupa Unified of \$102,757 to a high in Riverside Unified of \$128,000. Health and welfare benefits were the same as the management team in Jurupa, Alvord, and Palm Springs districts. The expense reimbursement was "actual and necessary in four of the districts. The car allowance/transportation was \$500 per month in two districts and a district vehicle in two districts. All districts paid for the superintendent's professional dues. The term of agreement was two years in Jurupa and Alvord, and four years in the remaining three districts. All districts with the exception of Alvord provided a buy-out provision of 18 months. Mr. Clarke said he surmised that Alvord has not hired a new superintendent since Government Code 53260, contractual provision regarding maximum cash settlement, formula was implemented. The number of vacation days provided ranged from 22 to 30 days. Each district offered the superintendent life insurance with the exception of Jurupa.

Mr. Clarke said the Board had two offers to consider.

Board President Candelaria thanked Mr. Clarke for his presentation. He said he wanted Mr. Clarke to go over this information prior to public comments so that the information would be available to the audience present tonight.

Ralph W. Smith said he has been a spokesperson for the Concerned Citizens for the past ten years. He said he was present this evening on behalf of Dr. Suazo. He asked if everyone received a copy of the handout as they came into the meeting. To speed this up, he suggested those present read the articles and statements he made in this brief public conveyance. He said the information was obtained through the Freedom of Information Act. Mr. Smith said the information represents what the Board has given the past two superintendents. He asked that they compare what was given to these two employees to what is being offered to Dr. Suazo. Mr. Smith said he would yield the remainder of his time to other speakers, as this information is self-explanatory. He hoped the Board would review the information prior to taking a vote.

George Albanese said in the matter of the school superintendent's contract, he wished he could have dictated the terms of his employment contract for the various jobs he has held during his working career. Mr. Albanese said this is not negotiations. It is dictating to the employee the terms and conditions under which the candidate will accept the job. A person who possesses such outstanding and rare skills that he/she is the only one who can fill the requirements of the job can only take the negotiating position. Mr. Albanese said that in the job of Interim School Superintendent, the incumbent should have been aware of the remuneration that she could expect given that this was the compensation often accepted by prior, well-qualified candidates and incumbents.

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Mr. Albanese said he assumed the pay scale for school employees, including higher-level personnel, is not unknown to the general public. This information should have been disclosed to perspective

candidates for employment, unless the Board conducts its business differently from many public agencies. The conditions demanded by the perspective superintendent are unconscionable, particularly the provision that she can only be removed by a four-to-one vote by the Board. Mr. Albanese said that changing policy and procedure is a matter of another Board action at some future date. Since it is not on the agenda, it cannot even be discussed nor voted on this evening.

Mr. Albanese asked if the Board has considered holding the Board meetings on a different day of the week since the current day conflicts with City Council meetings. Interested parties could then attend both meetings. Mr. Albanese requested a copy of the minutes of this meeting.

David Lara-Tellez asked the Board to resolve this contract as soon as possible to end the orchestrated controversy. Mr. Lara-Tellez said resolving the contract would be for the good of the community and school district. Mr. Lara-Tellez said he used the term "orchestrated" because it is part of what he saw as a continued, relentless attack on Dr. Suazo. He said he, for one, is growing tired of it. Mr. Lara-Tellez said all of this started because members of the community are upset about some of the items that came out of Closed Session discussions. Those items were not supposed to be made public. However, since they were leaked, they received exactly the reaction the person who leaked them wanted. It continued the frenzy.

Mr. Lara-Tellez said you hear a lot of Board candidates and people in the community talking about working together, focusing on children and the classroom. The relentless attack on Dr. Suazo is not going to meet that end. It works exactly to the opposite. Mr. Lara-Tellez asked that they all work together. Dr. Suazo is the superintendent. Mr. Lara-Tellez said there are those who are going to oppose her because, quite frankly, she is not Joe Pettele. He told Board Member Vackar she could look puzzled and surprised at his comment, but we know that is the truth. Part of the relentless attack is also about the 3Rs conference. Mr. Lara-Tellez said Dr. Suazo is bright enough to know you cannot endorse six candidates for three seats. She invited those who are involved in the District to participate in the 3Rs conference. Those people who are whining about not going to the conference are only exposing the fact they were never involved in the District and never came to Board meetings. Many of them were also not part of the strategic planning. This involvement is why those who were selected were invited to participate. It had nothing to do with Dr. Suazo selecting certain candidates. Mr. Lara-Tellez asked that they get on to working for the betterment of our children and the classroom.

John Hayes said as a property owner and taxpayer living in this community, he thought the terms of the superintendent's proposed contract, if they are as they were reported in the newspaper, were extremely excessive. First and foremost, an employee should not be able to dictate the terms by which they may be dismissed. There will be a change in the composition of this School Board with the November 3 election. It is only just and proper to the taxpayers of this community that the present Board does not approve this contract. It is in the better interest of the community to postpone any action and allow the new Board to make this decision. He asked that the Board leave this decision to the new School Board. A few more weeks delay will not present any crisis. Mr. Hayes said he is not in opposition to Dr. Suazo. He disagreed with some of the terms of the contract.

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Deanna Hendricksen said she is President of the Moreno Valley Educators Association. She said our superintendent should be paid the same rate as superintendents in the surrounding districts. She said they want the best superintendent, therefore, the pay has to be competitive, just as they want competitive pay to attract and retain quality teachers. Ms. Hendricksen said she has been in the

District 23 years and has seen many superintendents come and go. She said it was the responsibility of the Board to consider the District's best interests. She did not think a buy out of 18 months and a required four-to-one vote was in the District's best interest.

Ms. Hendricksen said that hopefully Dr. Suazo would be an excellent superintendent. Some superintendents are offered a two-year contract with an annual renewal. If the superintendent meets the district's performance expectation, the contract is rolled over for two more years. If expectations are not met, the superintendent has a year to improve or find another district. The district does not lose money.

Ms. Hendricksen said as a democratic organization, MVEA is opposed to changing School Board voting rules. Ms. Hendricksen said she felt it is very important to keep the rules consistent, whether it is a vote on the budget, teacher contract or termination, or the superintendent's contract or termination. A three-to-two vote prevails. She urged the Board to apply the usual terms and conditions for a superintendent's contract. Ms. Hendricksen said she is hopeful that Dr. Suazo's tenure will be one in which we work together for high standards and safe schools.

Robert Washington said he has twelve years of experience on school boards and there are two things that bother him about this contract. One is the four-to-one vote. He has never heard of a prospective employee asking for a four-to-one vote from the Board or, in other words, dictating how they should vote. Mr. Washington said that while he admired Dr. Suazo's ability, this part of the terms of the contract bother him. The other area is the bonus, getting a four-year bonus in advance. A bonus is supposed to be when you perform above what you are required to do; then you get the bonus

Marva Horn asked the Board to go down Memory Lane and reflect on Superintendent Bob Lee who was in the District for over 12 years. Mr. Lee was not monitored by the Board members, two of which are still sitting on the Board, until one person came to be on the Board and insisted upon evaluation. Year after year, Tracey Vackar, Charles Ledbetter, Kelly Gillum, and Martha Strange chose to continue to give Mr. Lee whatever his heart desired. Ms. Horn said they had a copy of the terms of Dr. Andrews and Mr. Lee's contracts. Dr. Suazo is by far the most qualified person to come before us. Ms. Horn said they were placating to politics--they had one person come here and say, "if you've got oil and water, let's see what comes to the top." Dr. Suazo is the cream of the crop. Ms. Horn said as a taxpayer and citizen who has consistently come before this Board, she is tired of those who go out to the public and consistently spread Closed Session business. She urged the Board to take a vote tonight and vote for Dr. Suazo.

John Bailey said he was here for the Moreno Valley Action Committee. Mr. Bailey said he does not have a problem with any particular contract or who the Board was going to hire. He said he obviously wanted them to hire the best person available. However, there are two conditions in the contract, as far as he has been told, that are of concern to him. The first and foremost is requiring a four-to-one vote to terminate the superintendent without cause. He said this is an extremely bad idea. It gives a minority of the Board an unbreakable veto power over the majority.

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A four-to-one vote provision is almost certain to end up in court. If the Board needs a real life example, it does not need to look any farther than the City of Perris. Mr. Bailey said that five months ago the majority of the Perris City Council wanted to terminate the city manager. The city manager claimed he could only be terminated without cause on a four-to-one vote. The dispute led to a lawsuit that is still pending. Mr. Bailey said he does not know the outcome but there are litigation costs involved.

Mr. Bailey said his other issue had to do with the 18-month severance pay. Severance pay of 18 months is outrageous for someone who has been with the District for a short period of time and at an annual salary of \$120,000. If the contract were to be terminated, it would cost the District over \$200,000. He would hate to see the District have to pay that kind of money. Mr. Bailey said he felt severance pay should be determined on some type of sliding scale basis. Whether it is Dr. Suazo or anybody else, the length of service should be a factor. He said severance pay of six-months is in line, even though other Districts are allowed to go to 18 months. Mr. Bailey said they had to watch District funds. Mr. Bailey said he would like to emphasize that the elections are coming up in 30 days, he felt a decision should be deferred until that time. He said to let the new Board, whoever makes up the new Board, decide with whom they are going to work.

Gary Baugh said his concern is not at all with Dr. Suazo. He said he thinks she has been doing a fine job. He said his concern, after 15 years of personnel experience, is that he has never seen anyone hired before a contract was agreed to. In his view, the Board got out in front of itself by hiring someone without having an agreed upon contract. Mr. Baugh said there is ample precedent for keeping someone in an interim position for a period of time longer than what the Board has chosen with Dr. Suazo. Mr. Baugh said they could offer Dr. Suazo a contract of \$50,000 or some other figure at which time she could said "no" and then they would be out recruiting again. There could well be a new Board in 30 days. Mr. Baugh said again, his concern is not with her performance, she is doing a fine job. It is the matter of hiring someone this close to an election and hiring someone without first having an agreed upon contract in place.

Paul Gill said he had a concern about making a decision five weeks before the election. It has nothing to do with the personality of Dr. Suazo. He said he, like so many other speakers, does not wish to see a permanent contract take place right now. This has nothing whatsoever to do with Dr. Suazo. Mr. Gill said he hopes that if the Board does hire Dr. Suazo, she succeeds. He said there has not been public document nor does he know of people who have spoken in private, who were members of the Moreno Valley Action Committee, who have spoken out against Dr. Suazo. He said they have spoken out against a contract, against a long-term contract. Mr. Gill said this action should be deferred until after the election. He said it is fair to the electorate. If you decide not to do that, he would hope you would give her a reasonable contract. Mr. Gill wished Dr. Suazo every success in the world.

Board President Candelaria thanked the speakers for their comments. He asked that the audience extend the same courtesy to the Board. Board President Candelaria said he wanted to get the contract completed tonight because this is the fifth meeting on this issue. He said he did not want to leave until they have agreed upon a contract to present to Dr. Suazo. Board President Candelaria said they have already taken too much time discussing this item. Board President Candelaria said the Board heard Mr. Clarke's two suggested formats for the contract. At this point, he asked the Board to have their discussion as planned on these suggested formats or to entertain any other suggestions or input regarding the contract.

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Board Member Burks said to clear up the four-to-one vote issue, there was never such a proposal that she could remember. She said she did not know where this misinformation came from. Board Member Burks said the problem is with misinformation being given to the newspaper so that people can react the way that they are reacting right now. This is an old political game from way back when, if you say it long enough, if you sling dirt enough, people will believe it.

Board Member Burks said with regard to the rollover contract. This is against the law and is the reason for Government Code 53260, 18-month provision of a buyout. Board Member Burks asked that the

audience be given copies of this code section. Board Member Burks said a superintendent must be evaluated every year. She said when she came on the Board, there was no evaluation process other than writing down that the person "did a good job." There were no checks and balances of what the person did or did not do in the community. Those are facts even though some people may disagree with that.

Board Member Burks said with regard to the "bonus in advance," there was a discussion of something similar in Closed Session. She asked that whoever is leaking out Closed Session get the correct information.

Board Member Burks said she was involved in the process of hiring Dr. Andrews. After he was hired, the Board then went into the discussions with him regarding his contract. In fact, Dr. Andrews had an attorney. You cannot give a contract to someone you have not hired. Board Member Burks said she preferred Package A.

Board Member Vackar addressed Board Member Burks and said she knew Ms. Burks was not present at the August 25 Board meeting. Board Member Vackar said they had discussion in Closed Session regarding the initial proposal made by Dr. Suazo. Some of this information was leaked to the community. Board Member Vackar said she is not condoning the leak of information, but without going into specifics, there was an initial proposal given to the Board of Education the night Ms. Burks was absent. Board Member Burks responded that Mr. Clarke went over the proposal with her. However, negotiations do go back and forth.

Board Member Vackar said that they met on a biweekly basis to discuss the parameters of the contract. After that, she thought the Board came to a consensus based on a majority within Closed Session of the items they would like to see in the contract. Board Member Vackar said she assumed those were the things that were taken forward by the attorney. She said it doesn't mean that all Board members agreed with them, and it doesn't mean that she agreed with what happened publicly afterwards. Board Member Vackar said it is the role of the Board of Education, no matter who the Board is, to go forward and act upon something as serious as the superintendent's contract. It is not a reflection of Dr. Suazo's performance. Board Member Vackar said she thinks Dr. Suazo has done a fine job up until now. Board Member Vackar said even though she has vocalized that is not the process she would have liked taking place, the Board took the action to hire Dr. Suazo and needs to move forward.

If the Board does not make a decision tonight, Board Member Vackar said the Board should be diligent enough to continue to meet, each night, until there is resolution. She said they would have her full attention on this matter as a Board Member. She said it is serious enough, for the sake of this District, to move along and bring closure--whether it is actually to act upon something, whether it is to wait on something, or whether or not it is to offer a contract.

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Board Member Vackar said she still has a concern regarding the 18-month provision. She said she honestly had a concern for that provision in Dr. Andrews' contract. She said she would admit that she did not have a concern with that 18-month provision in Mr. Lee's contract. Mr. Lee had been here for a long time and there was an evaluation process that this Board went through on an annual basis to evaluate that superintendent. That same tool was used initially with Dr. Andrews and was revised.

Board Member Vackar said she did not have a problem with the three-year contract language. However, there should be some clause regarding unsatisfactory evaluation during the first year. Board Member Vackar said soon she would no longer be a Board member but it would give the new Board an opportunity to spend a year with Dr. Suazo. They could then determine whether or not she is meeting

the needs and goals the Board has set forth. At that time, they could decide whether to pick up the three additional years. She said that would be a more acceptable way of looking at it.

Board Member Vackar said her only other concern was regarding the 30 days of vacation time. She did not believe that was standard for the management team. She said she would want it to be the same as offered the rest of the management employees. Mr. Clarke said he would clarify the number of days offered to the management team.

Dr. Bennett said the certificated management work year is based on total workdays. This has an advantage at retirement because you are using a per diem. He said regarding the 18-month clause, it needs to be pointed out that this is a protection for the District, not for the superintendent. All people who have contracts with school districts and all management employees who have individual contracts have to put that provision by law into the contract. It limits the Board--they cannot pay more than 18 months, they can pay less than that, but they cannot pay more.

Board Member Burks said it does not mean the Board has to offer 18 months; it just allows that within the law.

Mr. Clarke said another point of clarification is that they only have to pay that if they dismiss a superintendent or terminate a contract without cause. If they evaluated the superintendent and find the superintendent to not meet their standards, then they can dismiss without the 18-month clause. It protects the Board.

Board Member Ledbetter said we have had a beautiful program here in Moreno Valley. He felt they have had some good superintendents and will continue to have good superintendents because the Board is going to do its job. He agreed with Board Member Burks, to accept Package A.

Board Member Ashe said that while three of them may not be working with Dr. Suazo, she thought it only fair that we leave this matter for the current Board. She said they were playing politics and everyone has their own issue. One issue does not outweigh another. Board Member Ashe said they have to give everyone's issues equal time. That is what makes this country a democracy. That is what this country is founded on, those ideals. We have freedom of speech. Everyone has that right whether they are elected officials or not.

Board Member Ashe said she believed it would not be fair to elect Dr. Suazo or put a permanent contract in place without those making the decision to have had the pleasure of working with her. Board Member Ashe said she tries to be as fair as possible, and she would like to see Dr. Suazo paid adequately, but they should allow her to stand in her current position for 30 days until another Board is elected.

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**S-C-7**

Board Member Candelaria said a very fair salary range has been proposed of \$124,000. The high end of the salary comparison was \$128,000 and those school districts have 30,000 plus students each? Mr. Clarke said that is correct.

Board Member Candelaria said they were all in agreement regarding the three-year contract. It gives the superintendent, together with the Board, time for implementation and to set in motion the District's direction. He said he could agree with the comments from the audience regarding the 18-month buy out, many of us will never make that kind of money. However, apparently it is quite consistent throughout the education industry. All districts in the comparison, with the exception of one, offered the 18-month buy out; the reason that district did not was clarified by Mr. Clarke earlier.

Board President Candelaria said the Board has worked hard to develop a contract proposal. They have dissected the contract and have run the gamut back and forth. He said it seemed to him to be a fair contract overall, although each of them do not agree totally with any particular package. Board President Candelaria said Dr. Suazo has been extremely professional with them. He said she keeps right on working. She has been purely professional with us and tried to get this contract behind her and behind us. Board Member Candelaria said it was time to take a vote on the contract. The only question is the issue of vacation days as brought forward by Board Member Vackar. If it is 22 days, Board President Candelaria said he would favor Package A.

Board President Candelaria said he would entertain a motion to ratify the Board discussion and approve the contract for employment under Package A with the clarification in vacation days. It was moved by Charles W. Ledbetter and seconded by Bernadette Burks that the Board approve the superintendent's contract under Package A with the change in vacation days.

Board Member ~~Burks~~ Vackar said the rest of the contract has not been made public so the audience cannot comment on the rest of the contract being proposed. There are a lot of other things in the contract, other than the items discussed, that have costs related to them.

Board Member ~~Vackar~~ Burks said this was her second term on the Board and with all the contracts she has been through, this is the first time a review of the entire contract has occurred in public. She said she did not have anything to hide, but it is strange to proceed in this manner. If this is legal, then has everything else they have been doing was illegal?

Mr. Clarke said he could review the rough draft of the contract. Board President Candelaria asked the pleasure of the Board. Board Member Vackar said there is more to the contract than what is being discussed tonight. She did not want anyone to come back later and question how something got in the contract.

Mr. Clarke reviewed the different sections of the draft copy of the superintendent's contract. The areas covered included: General Terms and Conditions of Employment, Powers and Duties, Board-Superintendent Relations, Evaluation, Salary, Professional Schedule and Vacation, Expenses, Fitness for Duty Examination, Termination, Arbitration of any Dispute, and Renewal of Agreement.

**CONSENT ITEM – 101  
AMENDED**

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Board President Candelaria thanked Mr. Clarke for providing this information. He asked for a call of the vote.

VOTE: AYE - 3-Burks, Candelaria, Ledbetter                      NAY - Vackar, Ashe.                      ABSTAIN - 0

ADJOURNMENT:            It was moved by Tracey B. Vackar and seconded by Charles W. Ledbetter that, there being no further items to come before the Board of Education, the meeting was adjourned at 8:45 p.m.

VOTE: AYE - 5    NAY - 0    ABSTAIN - 0

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