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BOARD OF EDUCATION

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Jorge A. Aguilar, Superintendent

February 6, 2020

Sent via Email to dfisher@saccityta.com, NMilevsky@saccityta.com, JBorsos@cta.org and Regular Mail

David Fisher, Nikki Milevsky, and John Borsos
Sacramento City Teachers Association
5300 Elvas Avenue
Sacramento, CA 95819

Re: Extension of Superintendent Employment Agreement by Addendum Based Upon Positive Evaluations

Dear Mr. Fisher, Ms. Milevsky, and Mr. Borsos:

As you are aware, at the January 16, 2020 meeting of the Board of Education the Board unanimously approved an Addendum extending the term of the Superintendent's Employment Agreement based upon the Superintendent's positive evaluations, all as set forth and articulated in the terms of the Addendum. **No terms of the Superintendent's compensation were changed by the Addendum.**

Your February 3, 2020 letter alleges that the Board approved an "unlawful extension" to the Superintendent's Employment Agreement. On behalf of the Board, please review our response to that inaccurate claim:

The District posted the agenda for the January 16, 2020 Board meeting on its website on Friday, January 10, 2020, in compliance with Government Code section 54954. Section 9.2 of the agenda stated as a Board action item: "Approve Addendum to Superintendent Employment Agreement to Extend Term." The agenda allotted ten minutes for presentation on the topic, and ten minutes for discussion. The agenda packet posted on the District's website on January 10, 2020 contained a copy of the Addendum to permit the public to review the Addendum before and at the Board meeting. The agenda sheet appeared in the agenda packet on the page directly before the Addendum explained the terms and purpose of the Addendum. **The extension of the employment term in the Superintendent's Employment Agreement dated May 4, 2017 is not automatic. The Addendum is premised and conditioned upon positive evaluations of the Superintendent's performance. Again, no terms of the Superintendent's compensation were changed by the Addendum.**

At the January 16, 2020 Board meeting, I deferred discussion of the Addendum in open session to the former Chair of the Superintendent Evaluation Committee Board Member Darryl Woo, who made the following oral disclosure at timestamp 2:45:39 of the meeting video, which is available on the District's website at <https://www.scusd.edu/board-education-meeting/board-education-meeting-69>:

Before the Board considers this item, I would like to summarize what is before the Board for discussion and as an action item:

The current term of the Superintendent's Agreement is scheduled to expire June 30, 2021. Based upon the Superintendent's performance and two positive evaluations, the Addendum would extend the term through June 30, 2023. Therefore, if the Superintendent receives a positive annual evaluation in any subsequent year, the term of the Agreement would be extended an additional year.

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All other terms of the Superintendent's Agreement will remain the same without modification or amendment. The Superintendent's compensation continues as stated in the Superintendent's Employment Agreement.

After this statement, Member Woo opened the floor to public comment and other Board members. At that time, I reiterated the importance of consistent leadership in the role of superintendent, as detailed in the most recent State Auditor's report. The Board then voted and approved the Addendum to the Superintendent's Employment Agreement to extend the term of the Agreement through June 30, 2023.

Your letter alleges the District Board violated Government Code section 54953(c)(3) in approving the Addendum without an oral report of the salary and fringe benefits offered to Superintendent Aguilar. Section 54953(c)(3) requires the Board to "orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken." **The Addendum approved by the Board did not take "final action of the salaries, salary schedules, or compensation paid in the form of fringe benefits" since the Addendum did not change the Superintendent's salary, compensation, or benefits.** Board Member Woo's oral statement on the Addendum did not include the existing salary or benefits in the Superintendent's Agreement, approved by the Board on May 4, 2017, as there was no change in the Superintendent's compensation since the inception of his Agreement when his term began on July 1, 2017. As you know, from quoting the Superintendent's Employment Agreement in your letter, any member of the public, including SCTA, has had the ability to request and have access to the Superintendent's Employment Agreement since May 4, 2017.

Your letter also alleges the District Board violated Government Code section 3511.2 in approving the Addendum to the Employment Agreement. However, if you read the terms of the Addendum, it is clear that the terms of the Addendum do not include an "automatic renewal" of the Superintendent's Employment Agreement. Any term extension of the Superintendent's Employment Agreement is conditioned upon a positive performance evaluation. If the condition of the Board approving a positive evaluation of the Superintendent is satisfied, only then will the Superintendent's Employment Agreement be extended as set forth in the Addendum.

Accordingly, the Board's approval of the Addendum was a proper exercise of its decision making powers and done in accordance with the law.

Finally, I would encourage you to channel the same energy you expend opposing district leadership towards collaborating on teaching and learning. I have not lost hope that, in an extremely divisive world, we can be exemplars of student-centered decision-making. This commitment is not preconditioned on a set of demands. Every day is an opportunity for leadership to work together to make students our North Star.

Sincerely,



Jessie Ryan
Board President

cc: Members of the Board of Education