

**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue Sacramento, CA 95824

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*Jorge A. Aguilar, Superintendent*

June 5, 2020

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Via E-Mail: [jborsos@cta.org](mailto:jborsos@cta.org)

**John Borsos**  
Executive Director  
Sacramento City Teachers Association  
5300 Elvas Avenue  
Sacramento, CA 95819

Re: Demand for SCOE Representative to be Present at June 9, 2020 Budget  
Presentation and Negotiation Sess 12 Tf1 0 0 1 132.26 569.62 Tm0 g0 **\$300** Elvas

relies on to assert SCOE is a joint employer,

SCTA-represented employees.

PERB case law has established that a joint-employers exert significant control over the same employees where from evidence it can be shown that they share or co-determine those matters governing essential terms and conditions of  
(*United Public Employees v. Public Employment Relations Bd.* (1989) 213 Cal.App.3d 1119, 1128, adopting the federal test in *NLRB v. Browning-Ferris Industries, Inc.* (3d Cir. 1982) 691 F.2d 1117, 1124; *Turlock School District* (1977) EERB Order No. AD-18, at pp. 16-17.) A joint-employer relationship is established if an entity retains the right to "control both what shall be done and how it shall be done," such that it retains the "right to control and direct the activities of the person rendering service, or the manner and method in which the work is performed." (*County of Ventura v. Public Employment Relations Bd.* (2019) 254 Cal.Rptr.3d 902, quoting *Service Employees Internat. Union v. County of Los Angeles* (1990) 225 Cal.App.3d 761, 769.)

SCOE does not exert control over the certificated employees of the District such that SCOE would be considered a joint employer with the District. The role of SCOE is to provide technical assistance and oversight to all Sacramento County school districts, including this District.

negative budget certification, the role of SCOE is not to exert control over the day-to-day manner and method work is performed by SCTA employees; the District alone determines those matters governing essential terms and conditions of employment.

session, as the \_\_\_\_\_ to negotiate and reach tentative agreements without the presence of a representative from SCOE. Therefore, neither the fiscal advisor assigned by SCOE nor a SCOE representative will not be present at the next scheduled negotiation session.

**Sacramento  
City Unified  
School District**

**OFFICE OF THE SUPERINTENDENT**

5735 47th Avenue • Sacramento, CA 95824

*Jorge A. Aguilar, Superintendent*

BOARD OF EDUCATION March 5, 2020

Jessie Ryan  
President

Sent via email to [dfisher@saccityta.com](mailto:dfisher@saccityta.com)

Christina Pritchett  
Vice President  
Trustee Area 3

David Fisher  
Sacramento City Teachers Association  
5300 Elvas Avenue  
Sacramento, CA 95819

Michael Minnick  
2<sup>nd</sup> Vice President  
Trustee Area 4

RE: Successor Contract Negotiations

Lisa Murawski  
Trustee Area 1

Dear Mr. Fisher:

Leticia Garcia

I write to thank you and the Sacramento City Teachers Association ("SCTA")

the district. (Gov. Code § 3540.2(a).) The district must provide the county superintendent of schools with all information relevant to yield an understanding of the financial impact of such an

Reading Government Code section 3540.2(a) and Education Code section 42127.6(a)(1)(A) together, it is not within the duties of a fiscal expert appointed by a county superintendent to sit at a bargaining table. The fiscal expert's duties revolve around advisement, guidance, and assistance based on data and conversations with district employees, but does not include