

**DISTRICT RESPONSE TO THE AUGUST 5, 2022 PROPOSAL FROM THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS DAVIS  
CHAPTER NO. 572 (“CSEA”)  
TO THE  
DAVIS JOINT UNIFIED SCHOOL DISTRICT (“DISTRICT”)  
REGARDING CONTRACTING OUT BARGAINING UNIT WORK**

CSEA and the District (collectively, “Parties”) acknowledge the importance of ensuring that bargaining unit work remains within the bargaining unit whenever possible. The District agrees that it will not contract out work which has been customarily and routinely performed or is performable by bargaining unit members. Excluding emergency circumstances, the District agrees to negotiate the decision and effects with CSEA prior to contracting out. The Parties agree to meet using a remote platform such as “Zoom” to expedite this process. The Parties will determine if such work has been performed or is performable by unit members and ensure it does not infringe upon their regularly assigned duties. This agreement does not waive the Parties rights and obligations under the Education Code (e.g., Education Code Section 45103.1) or PERB case law.

Should the District have an interest in contracting out work that is customarily and routinely performed or is performable by bargaining unit members, the District shall notify the CSEA chapter president and CSEA Labor Relations Representative (together “CSEA”) and adhere to the procedure below.

1. The District shall specify the service and scope of work to be performed in its initial communication to CSEA and after agreement, shall offer the work with at least 5 days advanced notice to bargaining unit members who are ready, willing, and qualified to perform such work, including on an overtime basis. This work shall be offered based on seniority on a rotational basis.
2. If the District is unable to secure sufficient qualified classified personnel to perform some or all of the work contemplated in paragraph 1 above, the District shall notify CSEA, via email, confirming that all qualified members were afforded the opportunity to perform the work.
3. Except in emergency situations, CSEA shall have one week to review the information and determine whether all qualified members were afforded the opportunity to perform the work. Absent good cause, a failure to respond shall be deemed full and final confirmation by CSEA of the District’s attempts to afford unit members the opportunity to perform the work and shall satisfy the District’s bargaining obligation.

The Parties agree that this process shall not be used to avoid hiring additional permanent staff or increasing the hours of current qualified staff when such a need exists. Finally, the Parties agree that this procedure shall not apply to work which is **not** customarily and routinely performed by or is not performable by bargaining unit members and that the District may contract such work without any further bargaining obligation.

The Parties agree that CSEA shall withdraw with prejudice the unfair labor practice charge case pending before PERB (SA-CE-3085-E) by submitting notice of that withdrawal to PERB within five (5) calendar days of executing this Agreement.

DocuSigned by:  
*Sande Royval*  
45EFC3B0FC66478...  
Sande Royval,  
CSEA #572 President

8/12/2022  
Date

DocuSigned by:  
*Laura Juanitas*  
EFD6931200394B7...  
Laura Juanitas  
Associate Superintendent

8/12/2022  
Date

DocuSigned by:  
*Crystal Ferrer*  
4A21000AD2EF4EB...  
Crystal Ferrer  
CSEA Labor Representative

8/15/2022  
Date

DocuSigned by:  
*Jeffery A. Kirby*  
35391C0F37BE407...  
Jeff Kirby  
CSEA Senior Labor Representative

8/15/2022  
Date