

**Tentative Agreement
Between San Diego Unified School District and
San Diego Education Association
2014 Successor Collective Negotiations Contract**

ARTICLE 21: JOB SHARING

The San Diego School Education Association (“SDEA”) and San Diego Unified School District (“District”) have negotiated and reached a tentative agreement on certain terms for a successor Collective Negotiations Contract (CNC) on the June 5, 2014. Negotiations between the parties continue.

In accordance with the signed Ground Rules, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by SDEA membership and approval of the Board of Trustees.

Italicized language set forth below expresses the parties’ intent, and will not be incorporated into the SDEA.

Section 21.1: JOB SHARING ASSIGNMENTS

A job sharing unit member is one (1) of two (2) unit members who share one (1) assignment.

Job share assignments should be limited in number to a maximum of one (1) percent of the full-time positions in the bargaining unit.

Section 21.2: APPROVAL PROCESS

21.2.1. Unit members interested in participation in the job sharing program must meet all of the following criteria:

- 21.2.1.1. Permanent status with the District.
- 21.2.1.2. Appropriate credentials for the proposed assignment.
- 21.2.1.3. Effective rating on all elements of the most recent evaluation.

21.2.2. Job sharing assignments shall be with the mutual consent of the site administrator and the unit members involved and shall be limited to a term of one (1) school year, with renewal by mutual agreement.

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21.2.3. A written plan for a job sharing assignment shall be presented to the site administrator for approval by May 1 of each school year and referred to the appropriate administrator(s) and then to the Human Resource Services Division for final approval. In extenuating circumstances, the May 1 deadline may be exceeded. (See also Appendix J.)

Section 21.3: COMPENSATION AND FRINGE BENEFITS

21.3.1. Job sharing unit members, including those job sharing unit members paired with a reduced workload unit member, shall be entitled to all appropriate provisions in the Agreement in the same proportion that their assignment bears to a full year's assignment.

21.3.2. Job sharing unit members shall be entitled to accumulate days of service from year to year, up to the equivalent of a minimum of one hundred and thirty-eight (138) days over a two (2) year period for service credit purposes. The one hundred and thirty-eight (138) days is seventy-five percent (75%) of a one hundred and eighty-four (184) day work year. ~~The required seventy five percent (75%) shall be adjusted for furloughed work years that are less than one hundred and eighty four (184) days.~~

21.3.3. The health and welfare benefits available to each job sharing unit member are determined by the actual time worked, but shall not exceed the cost of the equivalent of one (1) position's entitlement to health and welfare benefits.

Section 21.4: JOB SHARING RESPONSIBILITIES

21.4.1. Absences shall be covered by the job share partner (with payment at the daily visiting teacher rate) or by a district-provided visiting teacher. Trading of workdays by job share partners shall be at the discretion of the principal or designee. ~~(see also Appendix J)~~

21.4.2. All job sharing participants will attend all staff meetings, open houses, parent conferences, professional development ~~inservice training~~ and complete all other professional obligations at the discretion of the principal/designee or in accordance with the approved job share proposal.

Section 21.5: RETURN TO FULL-TIME POSITION(S)

In the event that one (1) job sharing unit member is unable to complete the assignment due to illness or other unforeseen circumstance, and in the further event that another qualified job sharing unit member is unavailable to assume the job share assignment, the District may

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terminate the job share assignment and return the remaining job share unit member to full-time service.

Section 21.6: JOB SHARING LIST

The Human Resource Services Division will maintain a list of unit members interested in a job sharing assignment. A copy of the job sharing list will be provided to a unit member upon request.

Section 21.7 JOB SHARING PAIRING

The provision of this article shall govern the conditions of employment for a job share unit member paired with a reduced workload unit member.

Section 21.8: TERMINATION OF JOB SHARE

~~The intent of this agreement is to outline the process for Job Shares as assigned in Article 21 and as a result of decisions for Arbitration 02-1409. The parties also intend to clarify the impacts of Article 21 on Job Shares that are not renewed for the following school year.~~

~~Arbitration 02-1409: "Any changes in these procedures (Jo Share) must be the basis of discussion during agreement/contract negotiation in 2005." Benjamin L. Israel.~~

~~District cannot put limitations on the site principal's and the unit member's ability to enter into a Job Share agreement (Eg. Instructional Leader limiting number of Job Shares or denying 80%/20% split assignments).~~

~~Each Job Share application must be judged and approved on its own merits by the principal/supervisor.~~

~~Article 21 Job Share These are the possible contractual requirements when a Job Share assignment does not follow into the next school year.~~

21.8.1 When both job share members were members of the site staff prior to the job share agreement the following process will be used when the need to reduce staff at the site exists.

21.8.1.1 The provisions of Article 12.7.3. Reduction to Staff. and 12.7.4. Indispensable

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Services, will apply. This means: if sufficient positions at the site are available, no one is in excess. If sufficient positions are not available, the member of the total staff to be in excess is determined by the cited contract sections.

21.8.2 When one Job Share member transfers to a site specifically to participate in the Job Share assignment the following process will be used when a Job Share agreement does not continue into the following year.

21.8.2.1 Unless agreements stipulated between the unit members in the Job Share agreement, the unit member with the greater seniority will have rights to the position.

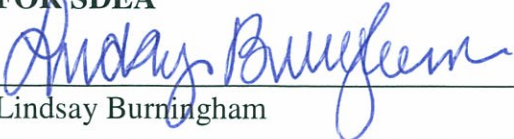
21.8.2.2 The unit member who is required to leave the site may, with mutual agreement of the site/department supervisor or principal, be placed in another appropriate vacancy he/she is credentialed for ~~deemed to be qualified for~~ by Human Resource Service Division at the site/cost center (after confirmation of appropriate certification by the Human Resources Services Division). ~~Absence~~ Absent mutual agreement, the unit member may participate in the Post and Bid process without priority consideration. If this does not result in an assignment, the unit member will be assigned by the ~~appropriate division~~ Human Resource Service Division.

21.8.3 It is also understood that unit members serving in a Job Share assignments, who were previously at the site, with a Reduced Workload unit member, will have rights listed in ~~#1~~ number one (1) above.

21.8.4 Unit members serving in Job Share assignments, who came from a different site, sharing with a Reduced Workload unit member will be afforded all rights in ~~#2~~ number two (2). Above, with the exception of the Reduced Workload unit member will have rights to the position.

21.8.5 All unit members serving in a Job Share assignment with Reduced Workload partner will be afforded all rights in Article 21.

FOR SDEA


Lindsay Burningham

FOR THE DISTRICT


Mark Bresee

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Date: 6/5/14

[Signature]
Tim Hill

Date: 6-3-14

Date: 6/5/2014

[Signature]
Jennifer Carbuccia

Date: 6-5-14

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District Initial [Signature]

