

ARTICLE XXV
SHARED TEACHING

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4 1. Job sharing may be established when two (2) unit members, K-12, jointly apply
5 for partial contracts for the purpose of sharing one (1) full-time assignment. Said
6 unit members must apply for and be granted leaves for that part of their job being
7 vacated.

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9 2. Joint Application Requirements

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11 A. The option of job sharing in any given school year will be considered by
12 the District when a joint application has been made by two (2) tenured
13 District K-12 unit members who have a current satisfactory evaluation and
14 who have mutually agreed in writing to share one (1) full-time assignment
15 during that year. The District has no obligation whatsoever under these
16 provisions to search for, locate, or assign a unit member to share an
17 assignment.

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19 B. All joint applications to share a full-time position or changes in the job-
20 sharing contract resulting in a change in work year for a unit member are
21 subject to approval by the District. The decision to approve or disapprove
22 a job-sharing application is discretionary and shall not be subject to the
23 grievance procedure. Approval of job share requests shall be determined
24 by an assessment of the proposal which meets the needs of the students
25 and the school involved as well as those of the unit members.

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27 3. Non-Joint Job Share Requirements

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29 If the permanent certificated employee requesting to job share the following
30 school year cannot find a partner within the District's existing permanent
31 certificated staff that is agreeable to both the employee and the District and if
32 there is mutual agreement by both the employee and the District, the remaining
33 part of the District's permanent certificated employee's FTE to be vacated by the
34 proposed job share will be advertised as a temporary certificated position subject
35 to:

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37 A. District established recruiting procedures.

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39 B. Selection of temporary certificated personnel must be agreeable to
40 the District and unit member or else the job share request may be
41 withdrawn, except for job shares approved under the Reduced
42 Workload Program (Willie Brown).

1 C. Nothing in this article shall be construed as granting a temporary
2 teacher employment rights beyond those granted by the Ed. Code
3 and his/her Notice of Terms of Employment from the District.
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5 4. Requirements for All Job Shares
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7 All part-time contracts established pursuant to the requirements of this Article shall be
8 subject to the following conditions:
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10 A. An application to share a full-time assignment must be made in writing to
11 the District through each applicant's site administrator or to the site
12 administrator with authority over the full-time position for which the joint
13 application is being made. The application, or proposal to continue job
14 sharing, shall be submitted as early as possible, but no later than March 1
15 of the school year preceding the year in which the applicants propose to
16 share a position.
17

18 B. The application shall specify the number and placement of hours per day,
19 days per week, weeks per month, and months per year which each unit
20 member has agreed to work. Job share configurations: Options include
21 semester/semester – x days + y days per week – morning/afternoon. The
22 application shall also specify the respective duties which will be
23 performed by each applicant. Such designated duties shall include but not
24 be limited to: attendance at faculty meetings, parent conferences, "Back-
25 to-School Night", in-service activities, and other events at which
26 attendance by bargaining unit members is required in accordance with this
27 Agreement; responsibility for student grades, report cards, daily student
28 attendance reporting, and co-curricular activities, special events, or other
29 curricular activities which are included within the responsibilities of the
30 full-time position for which the joint application is being made.
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32 C. All applications to share a full-time position or changes in the job-sharing
33 contract resulting in a change in work year for a unit member are subject
34 to approval by the District. The decision to approve or disapprove a job-
35 sharing application is discretionary and shall not be subject to the
36 grievance procedure. Approval of job share requests shall be determined
37 by an assessment of the proposal which meets the needs of the students
38 and the school involved as well as those of the unit members.
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40 D. The Superintendent or designee will by the April Board meeting, of the
41 program year, review each of the current job sharing positions with the
42 Board at a regularly scheduled Board meeting. The Board may elect at
43 this time to extend the terms of the job sharing plan for an additional
44 school year if so requested by the job sharers. Job sharers who are not
45 granted an extension of their job sharing plan or who do not wish to

1 continue in a shared position shall retain employment/reemployment rights
2 in accordance with the Education Code.

- 3
- 4 E. Final approval of new job sharing plans will be by the Governing Board
5 upon the recommendation of the Superintendent or designee. If approved,
6 such plans will be contractual and will be granted for a period o one
7 school year. The Board will make a decision by the May Board meeting.
- 8 F. The particular plan proposed in the joint application shall be subject to
9 modification by the District in accordance with District needs.
- 10
- 11 G. If one job share member is going to be absent and it is possible, job
12 sharers will either trade days or serve as substitutes for one another. If
13 serving as a substitute, the unit member will be paid the present substitute
14 rate of pay.
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- 16 H. There shall be no increase in cost to the District for salary or benefits
17 beyond the cost that would be incurred for a single employee.
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- 19 I. Salaries shall be prorated for part-time contracts in proportion to the
20 amount that the approved portion of employment bears to full-time
21 employment.
- 22
- 23 J. Fringe benefits shall be prorated in accordance with Article XIII.
- 24
- 25 K. Step advancement shall be in accordance with time actually worked in
26 accordance with Article XV.
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- 28 L. Unit members on approved job-sharing contracts shall request and be
29 granted unpaid leave for the portion of their regular assignment not
30 worked.
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- 32 M. Job share agreements which are granted can be rescinded only with the
33 mutual consent of the District and the unit member.
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- 35 N. In the event either of the bargaining unit members who has entered into a
36 job-sharing agreement, as provided in this Article, is unwilling or unable
37 to fulfill any of the responsibilities which were agreed to and undertaken,
38 it shall be the responsibility of the District to hire a replacement under the
39 provision of item 3 above.
- 40
- 41 O. A unit member may return to that portion of the position from which he or
42 she has taken leave upon the expiration of the job-sharing agreement.
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- 44 P. Leaves of absence for the purpose of job-share shall not be approved for
45 more than five (5) consecutive years. Unit members who have been on a
46 job share for three (3) or more consecutive years as of June 30, 2011 shall

1 be allowed to extend that leave for the purpose of job-share for no more
2 than an additional three (3) years. Unit members who wish to job share
3 beyond the prior stated limits, must resign that portion of the job he/she
4 will no longer be performing. This would mean that the unit member
5 would no longer have rights to a full-time position.
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- 7 5. Unit members on the CalSTRS Reduced Workload Program, E.C. 44922 (Willie
8 Brown) may participate in job sharing subject to the provisions of the Article and
9 the mandatory provisions of the applicable statutes. The District and Association
10 understand that Sections I, J, K, and P above are not applicable to job shares
11 involving one or two teachers who are participating in the Reduced Workload
12 Program. This is due to the statutory requirements for the District's contribution
13 to health and welfare benefits, STRS and salary schedule movement to be the
14 same as if the teacher was a full-time employee. In addition, Section O is subject
15 to the following statutory amendment. "The option of part-time employment shall
16 be exercised at the request of the employee and can be revoked only with the
17 mutual consent of the employer and employee" {44922 (d)}.
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