

ARTICLE 8

JOB SHARE PROGRAM

8.1. Job Sharing

- 8.1.1. Job sharing is a plan whereby two (2) unit members share the full responsibilities for one (1) identifiable full-time position.
- 8.1.2. Unit members selected for participation in the program shall resign their full-time position and shall be rehired as part-time unit members at the agreed upon percentage level. This action shall not constitute a break in service but shall effect a reduction of tenure rights to the part-time positions.
- 8.1.3. Revision or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.
- 8.1.4. The purchase of medical benefits for job share partners shall be in accordance with the rules and regulations of CalPERS.
 - 8.1.4.1. The purchase of dental and vision benefits for job share partners shall be in accordance with the rules and regulations of Schools Self Insurance of Contra Costa County.
- 8.1.5. One (1) member of the job share team should be a tenured employee. If the District hires a non-tenured partner (or team) he/she shall be classified as either temporary or probationary provided he/she has a non-emergency credential. However, if one (1) member of the team is on leave, the replacement shall not be hired as a probationary staff member.
- 8.1.6. Mutual agreement between the two (2) unit members, the immediate supervisor, and the Director of Certificated Personnel is required before the plan can be implemented. In the event the District withholds agreement, the reasons for such rejection shall be put in writing and furnished to the two unit members.
- 8.1.7. Article 5, Transfer, shall not apply to any transfers required to implement this provision.
- 8.1.8. Salaries of participants will be paid on a basis which is proportional to full-time service with shares to be determined by participating unit members.

- 8.1.9. Evaluation of participants shall be as prescribed by Article 11.
- 8.1.10. A job-sharing situation can be terminated by the District if there is just cause for such termination. In determining such cause, a finding adverse to the unit member is not required, but only a substantial showing that the termination is in the best educational interest of the District. The job-sharing participants affected shall be given a written statement of the reasons for the termination. If either or both participants are dissatisfied with the reasons, they may file a grievance at Step 2 within ten (10) work days of receipt of the statement of reasons. Upon termination of the job-sharing arrangement by the District, the job-sharing participants affected shall revert to the full or part-time status held prior to such job-sharing. Should this termination of the job-sharing result in a member going from a non-benefited position to a benefited position, the member must contact Risk Management in order to enroll for medical, dental and vision benefits.
- 8.1.11. With District approval a unit member may withdraw from job-sharing and be reinstated to his/her former full or part-time tenured status, if so qualified. In determining placement of the unit member or unit members taking a position other than that shared, the unit member giving up job-sharing shall have preference over temporary teachers only.
- 8.1.12. If one (1) of the participants in the job-sharing program resigns, goes on leave, or returns to full-time employment, the position being shared shall be filled by the remaining participant if he/she so requests. If the remaining participant does not wish to return to full-time employment, he/she may seek a new partner. The new partnership shall be considered a new job share and the participants shall follow the procedures outlined in Section 8.1.6, 8.1.16 and 8.1.17.
- 8.1.13. If one of the participants in a job share retires or dies, the remaining partner may accept the position full time or go through the process for a new job share as outlined in Section 8.1.6. This process must be completed by May 1. In the case of retirement or death, the remaining partner does not lose his/her priority as an ongoing job share and is exempt from Sections 8.1.16 and 8.1.17.
- 8.1.14. In January, the Personnel Office will send out a survey to principals to determine which job share partnerships will continue the following year.

- 8.1.15. In January, the Director of Personnel will hold an informational meeting to review Article 8 of the collective bargaining agreement.
- 8.1.16. From February 1 through February 28, the Personnel Office will accept plans for new Job Share participants. These plans must be completed in accordance with the procedures outlined in Section 8.1.6.
- 8.1.17. By March 7, the Director of Certificated Personnel and the President of MDEA will create by lottery a numerical order for implementation of new Job Share partnerships up to the maximum number stipulated in Section 8.1.21.
- 8.1.18. Similar to transfers, job share assignments must be made no later than fifteen (15) working days before the first student day.
- 8.1.19. No certificated position within the bargaining unit shall be unreasonably excluded from the job-sharing program.
- 8.1.20. An individual may remain in a job share for no longer than five (5) consecutive years. Year one for each individual in a job share will be the school year of 2000-01. After five (5) consecutive years an individual or job share partners would need to reapply in accordance with §8.1.6, 8.1.16 and 8.1.17.
- 8.1.21. The exception to 8.1.20 is a job share team where one or both of the partners are participating in the "Willie-Brown" program. Partners shall be limited to the term of the "Willie-Brown." If a non-"Willie-Brown" partner leaves the job share, the new partner will be limited to the term remaining on the original "Willie-Brown" partner.
- 8.1.22. The number of job share positions filled by partners who are tenured shall not exceed forty (40). Three (3) additional job share team(s) which have one (1) or more non-tenured partners may be approved by the District. The non-tenured partner must be in a recognized statewide shortage area. Through mutual agreement the number of non-tenured job share assignments may be increased beyond three (3).
- 8.1.23. Job share arrangements which include a schedule or plan by which one or more of the partners will work in the fall and spring intervention program shall not count towards the established cap or the term limit established in 8.1.21.
 - 8.1.23.1. If the parties do not participate in the fall and spring intervention program in a subsequent year, they shall be

required to re-apply for a new job share assignment which will be counted towards the cap.

8.1.23.2. All other relevant sections of this article apply.