

MEMORANDUM OF UNDERSTANDING
By and between
SAN DIEGO UNIFIED SCHOOL DISTRICT
And the
SAN DIEGO EDUCATION ASSOCIATION
For the
PURPOSE OF CLARIFYING THE LANGUAGE OF ARTICLE 21 AND ITS
IMPLEMENTATION

The intent of this agreement is to outline the process for Job Share 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 (Job Share) must be the basis of discussion during agreement / contract negotiations in 2005.” Benjamin L. Israel.

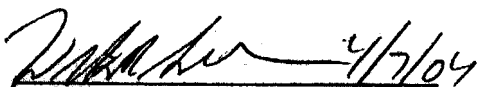
- District cannot put limitations on the site principal’s and the unit member’s ability to enter into a Job Share agreement. (Eg. Instructional Leader limiting number of Job Shares or denying 80% / 20% split assignments.)
- Each Job Share application must be judged and approved on its own merits by the 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.


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.
 - a. The provisions of Article 12.7.3, Reduction to Staff, and 12.7.4, Indispensable 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 section.
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.
 - a. Unless agreement is stipulated between the SDEA unit members in the Job Share agreement, the unit member with the greater seniority will have rights to the position.

- b. The SDEA unit member who is required to leave the site may, with mutual agreement of the site supervisor, be placed in another appropriate vacancy at the site / cost center. Absence 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.
- 3. It is also understood that unit members serving in Job Share assignments ,who were previously at the site, with a Reduced Workload unit member, will have rights listed in #1 above.
- 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 above with the exception of: the Reduced Workload unit member will have rights to the position.
- 5. All unit members serving in a Job Share assignment with Reduced Workload partner will be afforded all rights in Article 21.

FOR THE DISTRICT:


William Surbrook
Director Labor Relations
San Diego Unified School District

FOR THE ASSOCIATION:


Robin L. Whitlow
Executive Director
San Diego Education Association