

ARTICLE 23

SHARED EMPLOYMENT CONTRACT

23.1 DEFINITION

A shared contract is defined as one in which one (1) teaching position is equally shared by two (2) bargaining unit members for a period of not less than one (1) school year, subject to possible renewal on an annual basis.

23.2 ELIGIBILITY

23.2.1 Shared contract positions may be requested by current full-time permanent bargaining unit members who have:

(A) Completed a minimum of two (2) years of service with the District.

(B) Their last evaluation rated at no less than proficient.

(C) Submitted the Shared Contract Application form to the appropriate site administrator by March 1 prior to the school year for which a shared contract assignment is requested. Exceptions to this date shall be considered by the administration in the event of unusual circumstances.

23.2.2 Requests shall be subject to final approval by the Board.

23.3 SELECTION AND APPROVAL OF POSITION

Bargaining unit members requesting shared contract positions shall meet with the administrator(s) from the work site where such a shared position is proposed. If the site administration approves the shared contract, they will make a recommendation to Human Resources and to the Board who shall have final authority to grant and/or renew all Shared Employment Contracts. The Association shall be notified of all such requests. Notice of approval or denial shall be issued by April 15. Upon request, bargaining unit members shall be provided the reasons for denial.

23.4 RENEWAL

In order to renew a Shared-Contract, bargaining unit members must apply by March 1. In the event a shared contract renewal proposal is not received on or before the deadline of March 1, the shared contract arrangement will cease at the end of the school year and the bargaining unit members will return to an equivalent position held prior to entering into a shared contract arrangement at the start of the next school year.

23.5 SHARED CONTRACTS

23.5.1 Bargaining unit members sharing a contract shall accept the responsibility for assuring that compatible classroom management will exist.

23.5.2 Shared contracts shall be issued reflecting all pertinent information concerning the assignments, including but not limited to the following information:

- (A) Dates of agreement
- (B) Duration of the agreement
- (C) Description of subject/grade level
- (D) Location
- (E) Salary
- (F) Association dues
- (G) Health and welfare benefits

23.5.3 The shared contract shall include the following statement:

“Requests for renewal must be submitted by the site administrator to the Human Resources Office on or before March 15 of the school year in which this contract applies. If no such renewal request is submitted, both employees shall return to full-time employment.”

23.5.4 Renewal of the shared contract shall be subject to Board approval.

23.6 COMPENSATION

23.6.1 Each participant in the shared contract program shall receive half (50%) of the regular annual salary paid in equal monthly installments, in accordance with their respective placement on the salary schedule.

23.6.2 Participants shall be eligible for half (50%) of the District contribution toward the health and welfare benefit program applied in the same manner as salary.

23.6.3 Column advancement shall not be affected by shared contract employment. Bargaining unit members who complete shared contract assignments shall be advanced one (1) step on the salary schedule for every 2 years worked on a shared contract (50%).

23.6.4 Contributions to the State Teachers’ Retirement System (STRS) or Public Employees Retirement System (PERS), if applicable, shall be proportionate to the time worked and salary earned.

23.7 SENIORITY

Both shared contract partners shall maintain their place on the District’s seniority list.

23.8 DIVISION OF DUTIES

23.8.1 The time requirements for a shared contract position shall be proportionate to the regular workday.

23.8.2 Bargaining unit members in shared contract positions shall both be required to attend evening events as outlined in sections 14.2.5.4, 14.2.5.5. Bargaining unit members may determine how Parent Conferences will be divided between them. Faculty meetings shall be attended by the bargaining unit member on duty at the time of the meeting and that

person should share the information with the job-sharing partner. Adjunct duties shall be shared proportionately.

23.8.3 Joint Teacher Contact Time: The parties shall agree to joint teacher contact time on a weekly basis to ensure communication and coordination of instruction. In the event that more time is necessary, the teachers shall make appropriate arrangements.

23.8.4 In-Service Days: The parties agree that in-service days will be attended by the teacher scheduled to work that day. The District shall compensate the non-scheduled teacher to attend meetings, staff development, training and/or grade level planning days, pursuant to the certificated hourly rate identified in Appendix 'C', with mutual agreement between the teacher and site administrator.

23.8.5 Teacher Preparation Days: The parties have agreed that both teachers will each attend ½ of all scheduled preparation days.

23.8.6 Bargaining unit members sharing a contract may serve as day-to-day substitutes for one another. While working as a substitute, the bargaining unit member shall be paid the certificated hourly rate of pay pursuant to Appendix C of the Collective Bargaining Agreement.

23.9 WORK YEAR

23.9.1 The work-year shall be divided equally (50/50) between the bargaining unit members.

23.9.2 A work year calendar shall be submitted to the site administrator for approval prior to the start of the work year. Human Resources shall have final approval of the work year calendar.

23.10 INVOLUNTARY TRANSFER

All involuntary transfers from a site are based on District Seniority. A shared contract team's seniority will be based on the hire date of the least senior partner. If it becomes necessary that the team would be involuntarily transferred, the procedures for involuntary transfers as outlined in Article 8, Transfers, will be applied.

23.11 DISSOLUTION OF SHARED CONTRACT

In the event one of the shared contract bargaining unit members is unable to fulfill the terms of the job-share contract, the remaining unit member shall have the option of:

(A) Converting to full-time employment in that position and receiving the equivalent salary and health and welfare benefits to which they are entitled, or

(B) Continuing the shared contract with another permanent, qualified bargaining unit member mutually agreed upon by both the unit member and site administrator. If this teacher is not a current unit member, the regular hiring protocol shall be used.

23.12 RETURN TO FULL-TIME EMPLOYMENT

23.12.1 Full-time bargaining unit members participating in shared employment may, at their option, return to full-time employment at the conclusion of the shared contract. The District shall return the bargaining unit members to their respective former positions, if available, or to equivalent positions within the District at the end of shared employment.

23.12.2 All bargaining unit members shall be returned to appropriate positions before the District hires personnel from outside of the District.