

1 ARTICLE 23  
2 SHARED EMPLOYMENT CONTRACT

3 23.1 DEFINITION

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

7 23.2 ELIGIBILITY

8 Shared contract positions may be requested by current full-time permanent bargaining  
9 unit members who have or shall have completed a minimum of two (2) years of service with  
10 the District with their last evaluation rated at no less than proficient, at the time of the  
11 commencement of the contract by applying to the appropriate site administrator before March  
12 15 of each year prior to the school year for which a shared contract assignment is requested.  
13 Exceptions to this date shall be considered by the administration in the event of unusual  
14 circumstances. Requests shall be subject to final approval by the Board.

15 23.3 SELECTION OF POSITION AND APPLICANTS

16 Bargaining unit members requesting shared contract positions shall meet with the  
17 administrator(s) from the work site where such a shared position is proposed in order to  
18 develop suitable combinations. The final determination of shared positions and the selection of  
19 incumbents shall be made by the administration and recommend to Human Resources and to  
20 the Board who shall have final authority to grant and/or renew all Shared Employment  
21 Contract. The Association shall be notified of all such requests.

22 23.4 SHARED CONTRACTS

23 23.4.1 Bargaining unit members sharing a contract shall accept the responsibility for  
24 assuring that compatible classroom management will exist.

1       23.4.2     Shared contracts shall be issued reflecting all pertinent information concerning  
2 the assignments, including but not limited to the following information: dates of agreement,  
3 duration of the agreement; description of subject/grade level; location; salary; and Association  
4 dues. Health and welfare benefits shall be shared equally, with an understanding that each  
5 bargaining unit member must voluntarily contribute to the costs of the benefits to receive full  
6 coverage.

7       23.4.3     The shared contract shall include the following statement:  
8 “Requests for renewal must be submitted to the Human Resources Office on or before March  
9 15 of the school year in which this contract applies. If no such renewal request is submitted,  
10 both employees shall return to full-time employment.”

11       23.4.4     Renewal of the shared contract shall be subject to Board approval.

12       23.5       RETURN TO FULL-TIME EMPLOYMENT

13       23.5.1     Full-time bargaining unit members participating in shared employment may, at  
14 their option, return to full-time employment at the conclusion of the shared contract. The  
15 District shall return the bargaining unit members to their respective former positions, if  
16 available, or to equivalent positions within the District at the end of shared employment.

17       23.5.2     All bargaining unit members shall be returned to appropriate positions before  
18 the District hires personnel from outside of the District.

19       23.6       COMPENSATION

20       23.6.1     Each participant in the shared contract program shall receive half (50%) of the  
21 regular annual salary paid in equal monthly installments, in accordance with their respective  
22 placement on the salary schedule.

23       23.6.2     Participants shall be eligible for half (50%) of the District contribution toward  
24 the health and welfare benefit program applied in the same manner as salary. Column

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

4 23.6.3 Contributions to the State Teachers' Retirement System (STRS) or Public  
5 Employees Retirement System (PERS), if applicable, shall be proportionate to the time  
6 worked and salary earned.

7 23.7 TIME REQUIREMENTS

8 23.7.1 The time requirements for a shared contract position shall be proportionate to  
9 the regular workday.

10 23.7.2 Bargaining unit members in shared contract positions shall both be required to  
11 attend "Back-to-School Night," "Open House" and conference with parents in accordance with  
12 the Collective Bargaining Agreement. Faculty meetings shall be attended by the bargaining  
13 unit member on duty at the time of the meeting and that person should share the information  
14 with job-sharing partner. Adjunct duties shall be shared proportionately.

15 23.7.3 Joint Teacher Contact Time: The parties shall agree to joint teacher contact  
16 time on a weekly basis to ensure communication and coordination of instruction. In the event  
17 that more time is necessary, the teachers shall make appropriate arrangements.

18 23.7.4 In-Service Days: The parties agree that in-service days will be attended by the  
19 teacher scheduled to work that day. The District shall compensate the non-scheduled teacher to  
20 attend meetings, staff development, training and/or grade level planning days, pursuant to the  
21 certificated hourly rate identified in Appendix 'C', with mutual agreement between the teacher  
22 and site administrator.

23 23.7.5 Teacher Preparation Days: The parties have agreed that both teachers will each  
24 attend 1/2 of all scheduled preparation days.

1        23.8        WORK YEAR

2        23.8.1        The work-year shall be divided equally (50/50) between the bargaining unit  
3 members.

4        23.8.2        A work year calendar shall be submitted to the site administrator for approval  
5 prior to the start of the work year. Human Resources shall have final approval of the work year  
6 calendar

7        23.9        IMPLEMENTATION OR RENEWAL

8                The determination to grant or not grant a position to be shared by two (2) bargaining  
9 unit members or to renew the shared contract shall be made by the administration and  
10 recommended to the Board. In the event a Shared-Contract renewal proposal is not received  
11 on or before the deadline, the shared contract arrangement will cease at the end of the school  
12 year and the bargaining unit members will return to an equivalent position held prior to  
13 entering into a shared contract arrangement at the start of the next school year. Notice of  
14 approval or denial shall be issued by April 15. Upon request, bargaining unit members shall be  
15 provided the reasons for denial.

16        23.10        INVOLUNTARY TRANSFER

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

21        23.11        ABSENCES

22        23.11.1        Bargaining unit members sharing a contract may serve as day-to-day substitutes  
23 for one another. While working as a substitute, the bargaining unit member shall be paid the

1 certificated hourly rate of pay pursuant to Appendix C of the Collective Bargaining  
2 Agreement.

3 23.11.2 In the event one of the shared contract partners is unable to fulfill the terms of  
4 the job-share contract, the remaining unit member shall have the option of:

5 23.11.2.1 converting to full-time employment in that position and receiving the  
6 equivalent salary and health and welfare benefits to which he/she is entitled, or

7 23.11.2.2 continuing the shared contract with another permanent, qualified bargaining  
8 unit member mutually agreed upon by both the unit member and site administrator. If this  
9 teacher is not a current unit member, the regular hiring protocol shall be used.

10 23.12 SENIORITY

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