

## Personnel

### Shared Contract

#### I. Purpose

Job sharing provides the school district flexibility in managing changed curriculum and district and employees' needs. This policy provides guidelines and procedures for implementing and managing shared contracts.

#### II. General Statement of Policy

- A. Sharing contracts is the practice of assigning two licensed and qualified staff members to fill one existing full-time contracted position.
- B. Applications for a shared contract may or may not be recommended to the school board for approval or renewal on a yearly basis at the discretion of the superintendent.
- C. The superintendent, or designee, will establish an application process and other procedures for shared contracts.

#### III. The following limitations apply to shared contract requests:

- 1. Only one shared contract is allowed per grade level or department at a school site.
- 2. Shared contracts will not be allowed in kindergarten, grade one, continuous progress grades or highly specialized positions requiring teacher consistency for the good of the student(s).
- 3. Shared contract schedules will be arranged by the principals with weekly instructional days required of each staff member.
- 4. A maximum of three shared contracts per school, however, schools with less than three sections per grade may have additional limitations.

#### IV. Shared contracting is voluntary. Staff members accepting a shared contract assignment may not discontinue the assignment during its contract life unless the school board approves such discontinuance. Individuals requesting a job share partnership will have an alternative plan, as described in Appendix I, in place at the time of application that enables them to take over the classroom full-time should one partner require a leave or terminate the job share prior to its completion.

Legal Reference:

Minn. Stat. §. 354.66 (Qualified Part-Time Teachers; Membership in Association)

Policy  
adopted: 3/16/09  
revised: 1/27/14  
revised: 11/14/16

INDEPENDENT SCHOOL DISTRICT 273  
Edina, Minnesota

Appendix I to Policy 429  
Shared Contract Procedures

I. Application Process

- A. Two licensed, qualified staff members who wish to share one full-time contracted position for the coming school year must submit a written application by February 1 of the preceding school year to the appropriate principal or supervisor who will in turn consider the application and forward it with recommendation for approval or disapproval to the director of human resources.

The director of human resources will review the application and provide input to the superintendent for a final decision. To be eligible for a shared contract, a staff member must have completed his/her probationary period prior to application.

- B. The written application must include the following information:

1. The purpose of the shared position;
2. The division of duty time, including arrangements for joint planning;
3. The division of responsibilities and how the responsibilities will be assumed by both staff members;
4. The assurance that no additional supervision, materials, organization, or outside resources will be required other than those that would be regularly necessary for the one full-time position;
5. Planned communications among partner teachers, colleagues and principal;
6. In cooperation with the principal, a plan for completion of annual feedback surveys on the job share position with colleagues and parents of students in the class; and
7. An alternative plan that enables one partner teacher to take over the classroom full-time should the other partner teacher require a leave or terminate the job share prior to its completion.

- C. Both staff members sharing a contract will attend:

1. Parent-teacher conferences and special education staffing meetings;
2. Workshops, professional learning opportunities and staff meetings as would a full-time staff member; and
3. Prearranged team/department/grade level meetings.

Further, both staff members will pre-establish the division of responsibilities for the position, including:

1. supervisory tasks;
2. evaluations;
3. daily duties, including communications with shared staff and parents;
4. grading;
5. student records and data entry;
6. end-of-year summaries;
7. team/department/grade level and classroom goals; and
8. school committees and task forces.

- D. Approved applicants will review all plans and responsibilities for the coming year with the appropriate principal or supervisor by June 1 of the preceding year. A signed shared-contract plan will detail these arrangements.
- E. Shared contracts are reviewed annually for renewal at the request of the staff members sharing the position. The renewal requests must be submitted to the director of human resources by February 1 for the following school year, and must have a continuation recommendation from the principal or supervisor.
- F. A staff member is limited to a maximum number of three years in a shared contract, as determined by the director of human resources. The district may deny a job share arrangement established prior to June 30, 2009, if the job sharing prevents a new job share request from being fulfilled, as outlined in the policy.
- G. At the time an application is approved, participating staff members who are sharing a position must agree in writing to the following conditions:
1. The staff members will agree to the dates of duty, to repay any salary advanced that is subsequently unearned, and to any other necessary conditions which are consistent with the provisions of the section. The staff member also recognizes that because a shared contract is voluntary the staff member may be ineligible for unemployment compensation benefits.
  2. The district's contribution for work agreement benefits (for the two people sharing the contract) will not exceed that of one full-time position.
  3. The staff member will retain all accrued sick leave. Additional sick leave is accrued on a prorated basis according to the number of full days of duty.
  4. The district contribution to the tax sheltered annuity program continues on a matching basis according to the provisions of the district's Master Agreement with Education Minnesota/Edina ("Master Agreement"); the district will match the appropriate percent for each shared contract.

5. The staff member is eligible for the provisions of the district's Master Agreement, Incentive for Early Retirement, as if the staff member were not in a shared position.
6. The staff member, who has 20 years or more of allowable service in Minnesota schools, will pay into the Teachers Retirement Association of the State of Minnesota upon the same basis and in the same amounts as would be payable or accrued were the staff member not sharing a position. Staff members seeking this option must contact the state retirement office and qualify for this option.
7. The salaries and pay period options for staff members sharing a position are according to the Master Agreement. These and other costs will not exceed the cost of one full-time position.
8. Placement on the salary schedule for the staff member sharing a position is in accordance to the Master Agreement with the exception that for each school year or part thereof that a staff member shares a position, a full step will be granted for salary schedule placement.

## II. Cancelling of Job Share Contract

- A. If a shared contract position cannot be fulfilled by a teacher, the partner teacher will be required to meet with the director of human resources and building principal to determine next steps in the assignment of the remainder of the contract.
- B. If there is an unexpected discontinuance of the partnership and the alternative plan cannot be enacted, the remaining job share partner could receive a discretionary leave for the remainder of the year should the leave be needed to fill the position opening appropriately.
- C. In accepting a shared contract, the staff member will retain all seniority rights (seniority date remains unchanged) and does not relinquish his/her right to reinstatement to a full-time position.