P.O. Number

Contract Number

**[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN RED AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS**. This form may ONLY be used for agreements between two or more colleges, universities and the System Office of the Minnesota State Colleges and Universities in accordance with the applicable bargaining agreement(s). This form may NOT be used for agreements with other state agencies, private parties or with the University of Minnesota.

Unless all signatories to this document are authorized agents of the Minnesota State Colleges and Universities with current and applicable “delegation of authority”, this agreement shall be invalid and unenforceable.**]**

# Shared Employee Agreement

## The Parties.

This Shared Employee Agreement is entered into between:

1. Employee Name and SEMA4 ID: [Name and Employee ID of Shared Employee]
2. Home Location: [Name of College/University/System Office]
3. Temporary Location: [Name of College/University/System Office]

## Purpose & Terms of the Assignment.

The purpose of the Shared Employee Agreement is:

1. Description of Work Assignment:
	1. Work Assignment/Responsibility: [Provide a brief description that aligns with applicable bargaining agreement – reference the bargaining unit, article and subdivision]
	2. Location: [Confirm location of work assignment]
	3. Begin and End Date of Work Assignment: [Confirm dates of work assignment; dates of work assignments must be within the same fiscal year]
	4. Work Schedule/Hours: [Confirm hours/work schedule of work assignment]
2. Supervisor Contact(s):
	1. Home Location Supervisor: [First & Last Name & Contact Information]
	2. Temporary Location Supervisor: [First & Last Name & Contact Information]
3. Time and Leave Reporting: Employees shall submit time worked through the Home Location’s Time and Leave Reporting System.

## Amount of Payment/Compensation at Temporary Location

1. Salary: [total dollar amount of the salary to be paid to the employee]

NOTE: Salary must comply with the applicable collective bargaining agreement or plan.

1. Estimated Fringe: [estimated dollar amount; fringe includes insurance, retirement, and FICA]
2. Expenses Covered, if applicable: [Please note which expenses will be paid by the temporary location; examples include hotel, mileage, meals, etc.]
3. Total: Up to $[calculated total of the Salary, Estimated Fringe, and Expenses as listed above]

NOTE: The total is an estimation not to exceed the above noted total, with the exception of contractual adjustments. The Home Location will be responsible for processing and making the above noted payments, including processing the respective SEMA4 Employee Expense Report form. Once paid, the Home Location will bill the Temporary Location for transfer of monies incurred in the performance of this Shared Employee Agreement. The Temporary Location shall pay Home Location for all contractual and/or FLSA hours worked and/or overtime, up to a maximum of the total hours worked at the Temporary Location during the pay week/pay period.

1. Method and Timing of Compensation
* Hourly: [Paid across assignment dates when work is performed]
* Biweekly: [Paid across assignment dates when work is performed]
* Lump Sum: [Issued upon notification of completion of assignment milestones]

NOTE: Method of payment comply with the applicable collective bargaining agreement or plan.

1. Faculty Workload Management (FWM): All faculty assignments must be entered into FWM. Contact HR with coding questions prior to the entry of the faculty assignments into FWM. Assignments must comply with applicable collective bargaining agreement or plan.
2. Additional Details:
	* [Specific assignment milestones for lump sum payments]
	* [Specific or alternate contacts at each location]
	* [Other important additional details]

## D. AGREEMENT ON EMPLOYER’S RESPONSIBILITIES.

1. Discipline. Should disciplinary action relating to work performed for the Temporary Location be necessary, the discipline process shall be administered by the Home Location supervisor.
2. Unemployment & Worker’s Compensation. Should the Employee file for Unemployment benefits or incur a Workers’ Compensation (WC) injury/illness during or following the conclusion of this work assignment, the Temporary Location Supervisor must notify the Home Location supervisor within 24 hours of the unemployment notice or WC injury/illness. The Home Location will be responsible for the filings and/or processing of these benefits, and the Temporary Location will be responsible for any proportionate share of benefits paid.

## E. AUTHORIZED SIGNATORIES:

By signing this Shared Employee Agreement, all parties agree that applicable budget and collective bargaining agreements are being followed. In addition, all parties agree to abide by State and Federal laws/regulations, along with all respective State of Minnesota, Minnesota State Colleges and Universities, and University/College policies and procedures.

**An employee may not commence work via a Shared Employee Agreement until agreement has been reached, signed, and provided to all signatories at both the home and temporary institution.**

The rest of this page intentionally left blank. Signature page to follow.

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

EMPLOYEE:

By my signature I acknowledge and understand the below. I understand that I may not commence work under this agreement until I have been provided a fully executed and signed agreement

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

VERIFIED AS TO ENCUMBRANCE:

Temporary Location certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

*HOME LOCATION: The below signatures acknowledge that each individual has read this agreement, understands the meaning and intent, and that it complies with the applicable collective bargaining agreement or personnel plan.*

IMMEDIATE SUPERVISOR

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

DIVISION ADMINISTRATOR:

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

CHIEF HUMAN RESOURCE OFFICER:

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

*TEMPORARY LOCATION: The below signatures acknowledge that each individual has read this agreement, understands the meaning and intent, and that it complies with the applicable collective bargaining agreement or personnel plan.*

IMMEDIATE SUPERVISOR

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

DIVISION ADMINISTRATOR:

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

CHIEF HUMAN RESOURCE OFFICER:

|  |
| --- |
| By (authorized signature and printed name)       |
| Title Date            |

*The CHRO or designee at the temporary location submits the fully executed and signed agreement to their business office and sends a copy to all signatories.*

*The CHRO or designee at the home location submits a copy of the fully executed and signed agreement to their business office upon receipt.*

Business Office Use Only

| Fiscal Year | Cost Center | Obj. Code | Amount | P.O. # |
| --- | --- | --- | --- | --- |
|       |       |       |       |       |
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