

COSSA EMPLOYEE “CONTRACTS” MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into by the Canyon-Owyhee School Service Agency (COSSA), located in Canyon and Owyhee Counties, State of Idaho, hereinafter referred to as the Agency, and _____, hereinafter referred to as the District, is for the school year 2022-2023, beginning approximately August 1, 2022, and ending approximately June 30, 2023. The purpose of this MOA is to delineate responsibilities related to employment contracts for Agency personnel whose partial Full-Time Equivalent (FTE) is shared between the Agency and the District.

WHEREAS, Idaho Code 33-513, Professional Personnel, requires the hiring of certificated personnel by written contract in form approved by the state superintendent of public instruction, and

WHEREAS, Idaho Code 33-1004(2), Staff Allowance, requires that a district demonstrate that it actually employs, via contract, the number of certificated instructional staff it is claiming for the determination of staff allowance, and

WHEREAS, the Agency is the hiring, remunerating, benefit determining and paying and/or withholding, and evaluating body with regard to Agency employees, and

WHEREAS, the Agency shares the FTE of Agency employees with Districts that belong to the Agency consortium so that those Agency employees can be linked to District students in the Idaho System for Educational Excellence (ISEE), Idaho's K-12 Longitudinal Data System.

NOW, THEREFORE, the Agency and the District agree to the following Memorandum of Agreement with regard to Agency employees who appear as partial FTE on both the Agency's and the District's employee rosters:

1. The Agency is fully and solely responsible for hiring, remunerating, determining and paying and/or withholding benefits, including PERSI, and evaluating Agency employees, including uploading Agency employee evaluation data into the Career Ladder Data System (CLDS) as required by Idaho Code, for any Agency employee who is issued an employee contract by the District due to their partial FTE appearing on the District's roster.

2. The District will make no effort to directly remunerate, withhold or pay benefits, evaluate, or upload evaluation data into the Career Ladder Data System (CLDS) for any Agency employee whose partial FTE appears on the District's roster. Instead, the District will forward to the Agency any and all salary-based apportionment funds received by the District for the Agency's employee, including education allocations and/or career technical education allocations.

3. To comply with Idaho Code 33-1004(2), the District will issue a certificated employee contract for any Agency's employee whose partial FTE appears on the District's roster; such contract being approved by the State Department of Education per Idaho Code 33-513, and modified to indicate that the Agency is solely responsible for employee pay and benefits per this MOA.

4. The Agency and the District agree to comply with and abide by all pertinent statutes of the State of Idaho, and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference, incorporated into and made part of this contract as though set forth herein at length.

5. The term of this agreement shall be for one year beginning January 1, 2022 and shall be automatically renewed annually for twelve months thereafter, unless terminated by the Agency or the District by giving written notice to the other party prior to the February Board meeting.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective boards this _____ day of _____, 2022.

_____ SCHOOL DISTRICT

By _____

CANYON-OWYHEE SCHOOL SERVICE
AGENCY (COSSA)

By _____