JOINT POWERS AGREEMENT

Among A Group of School Districts
Referred to Herein As

THE CENTRAL COAST PERSONNEL COUNCIL

THIS JOINT POWERS AGREEMENT is entered into by, between and among those California public school districts designated below who are, or hereafter become parties hereto and who have duly executed or hereafter duly execute this Agreement; which school districts, as a group, are hereinafter referred to as "Central Coast Personnel Council". The term "school district" as used herein includes "county superintendent of schools" and "county board of education" when parties hereto.

WITNESSETH:

WHEREAS, public school districts have common problems in employer/employee relations; and

WHEREAS, Section 53060 of the California Government Code authorizes public school districts to contract for special services and advice in financial, economic and administrative matters with specially trained, experienced and competent persons; and

WHEREAS, Section 1016.5 of the California Education Code authorizes public school districts to contract with a qualified attorney in private practice to provide specialized legal services; and

WHEREAS, Section 1071 (a) of the California Education Code authorizes public school districts to join with other school districts in the conduct of studies in connection with the present and future management, conditions and needs of the schools; and

WHEREAS, the public school districts who are, or hereafter become, signatory to this Agreement, deem it desirable to study and review the problems unique to employer/employee relations, to communicate among themselves and to seek and share expert consulting services and advice, on financial, economic, administrative and legal matters relating to employer/employee relations; and
WHEREAS, Section 6500 et seq. of the California Government Code authorizes public agencies to exercise jointly any powers common to them;

NOW THEREFORE, the parties to this Agreement and each of them hereby agree as follows:

I. PURPOSES OF THE CENTRAL COAST PERSONNEL COUNCIL

a. The purpose of the Central Coast Personnel Council hereinafter called "COUNCIL" shall be, in accordance with Section 1071(a) of the California Education Code and Section 53060 of the California Government Code, to study and review the problems unique to employer/employee relations, to communicate among themselves, and to seek and share expert consulting services and advice, on financial, economic, administrative and legal matters relating to employer/employee relations.

b. The "COUNCIL" shall not be a separate entity.

II. MEMBERSHIP IN THE COUNCIL

a. Membership in the "COUNCIL" shall consist of all school districts who are or hereafter become, parties to this Joint Powers Agreement. Each member school district shall exercise the right and perform duties incident to membership in the "COUNCIL" only in accordance with the provisions of this Joint Powers Agreement.

b. California school districts concerned with problems of employer/employee relations in education may become members of the "COUNCIL" by entering into this Joint Powers Agreement, provided that an application for such membership is first approved by the County Superintendent of Schools of Santa Barbara. Following such approval, membership shall become effective at such time as the district executes a counterpart original copy of this Agreement, and files a copy of it with the Santa Barbara County Superintendent of Schools.
III. GOVERNANCE OF THE COUNCIL

a. Policy. The policy of the "COUNCIL" shall be set by the members. The governing board of each member district shall designate in writing a representative and an alternate, and a copy of such designation shall be filed with the Santa Barbara County Superintendent of Schools.

b. Quorum and Voting. One-third of the designated representatives or their alternates shall constitute a quorum for voting on policy matters. Each member shall be entitled to one (1) vote. Except as otherwise provided herein, all matters pending before the "COUNCIL" shall be decided by majority vote of those present at a meeting. An abstention from voting shall be counted as a "no" in determining the passage or failure of a motion or resolution. The "ayes" and "noes" shall be taken and entered in the minutes. Voting by proxy shall not be permitted.

c. Compensation. Each designated representative shall serve without monetary compensation from the "COUNCIL".

d. Executive Officer. The Santa Barbara County Superintendent of Schools is designated as the Executive Officer and Administrator of the Central Coast Personnel Council.

e. Meetings. The Executive Officer will call meetings as necessary.

f. Minutes. The Executive Officer of the "COUNCIL" shall keep a record of actions taken at all "COUNCIL" meetings and such records shall be known as the minutes. The Executive Officer shall cause a copy of the minutes of each meeting to be mailed as soon after each meeting as practicable to each "COUNCIL" member.

g. Specific Powers and Duties of the Executive Officer. Specific powers and duties of the Executive Officer are:

1) Funds. He shall manage all contracts and funds of the "COUNCIL".

2) Contract for Consultants. He shall employ the firm of Paterson & Taggart, a Professional Corporation, for services as
provided in the attached agreement and he may execute said agreement on behalf of the undersigned school district. Following the execution of the attached agreement whether or not they are specifically named therein as signatories thereto.

3) Payment of Funds. He shall transfer from the funds of each district its contribution to the "COUNCIL" as provided in Article Four, and pay Paterson & Taggart, A Professional Corporation, as provided in the attached agreement. Districts whose funds are not kept by the Santa Barbara County Treasurer shall pay the required fees to the Santa Barbara County Superintendent of Schools for deposit with the Santa Barbara County Treasurer until paid out on order of the said County Superintendent of Schools in accordance with this paragraph.

4) Membership. He shall approve the membership of districts in the "COUNCIL" as provided in Article Two.

5) Meetings. He shall conduct the meetings and mail the minutes of the meeting to each member.

IV. FEES

a. Annual Fee. Each district party or district which hereafter becomes a party to this Agreement shall pay a fee determined by the following formula:

1) A minimum annual fee of $750.00.

2) An annual fee of $.05 per regular Average Daily Attendance for districts with 10,000 ADA and above to a maximum of 20,000 ADA and $.08 per regular ADA for districts under 10,000 ADA.

The foregoing fees shall be the only compensation payable to consultants for services provided in the attached Agreement. Each subscriber to said Joint Powers Agreement shall only be obligated for its own portion of said fees as specified above, and shall be liable for no other obligations of the "COUNCIL."
V. TERM AND DISSOLUTION

Term. This Joint Powers Agreement shall be effective upon execution and filing with the Executive Officer in accordance with Section II of this Agreement by two or more districts and shall continue until June 30, 1978.

VI. NOTICES

All official notices or correspondence may be filed with or served upon the school district parties addressed as follows:

Mr. Lorenzo Dall'Armi
County Superintendent of Schools
Santa Barbara County
4400 Cathedral Oaks Road
Post Office Box 6307
Santa Barbara, CA 93111
VII. ASSIGNMENT

No party to this Joint Powers Agreement may sell, sub-contract, assign or transfer any interest or obligation in this Joint Powers Agreement without the written consent of all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this joint Powers Agreement to be executed on their behalf by their duly authorized representatives on the respective dates indicated below.

SCHOOL DISTRICT

By ____________________________

(Title)

Date of Governing Board Action:

Approval and Concurrence as to Form and Content

County Counsel

By ____________________________
AGREEMENT FOR SPECIAL SERVICES

This is an Agreement between a group of school districts known as the CENTRAL COAST PERSONNEL COUNCIL, hereinafter referred to as "COUNCIL", and the firm of PATERSON AND TAGGART, a Professional Corporation, hereinafter referred to as "CONSULTANT", entered into as of the date of its execution. The term "school district" as used herein includes "county superintendent of schools" and "county board of education" when parties hereto.

RECITALS

WHEREAS, the CENTRAL COAST PERSONNEL COUNCIL is a group of public school districts which have entered into a Joint Powers Agreement to study and review the problems unique to employer/employee relations, to communicate among themselves and to seek and share expert consulting services and advice, on financial, economic, administrative and legal matters relating to employer/employee relations.

WHEREAS, the firm of Paterson and Taggart, a Professional Corporation, is specially trained, competent and experienced in the area of employer/employee relations, and,

WHEREAS, the CENTRAL COAST PERSONNEL COUNCIL desires, and the Consultant is willing to provide services, including
legal advice, on financial, economic and administrative matters, relating to employer/employee relations.

NOW, THEREFORE, in consideration of the mutual convenants hereinafter contained, the parties agree as follows:

1) "CONSULTANT" will provide one day of service per week or the equivalent to the Council. Such service may be from a designated partner or a designated associate. A day of service per week is defined as service during forty-eight weeks per year or the equivalent.

2) "CONSULTANT" will provide expert consulting services and advice on financial, economic, administrative and legal matters relating to employer/employee relations. Such advice shall be provided as directed by the County Superintendent of Schools of Santa Barbara County. Normally, such advice shall be provided in the following priority:

a. Preventive Maintenance. The "CONSULTANT" will provide training and meetings designed to prevent employer/employee relations problems. Meetings will be scheduled on a county wide and/or geographical location basis to provide training on such topics as boardsmanship in employer/employee relations, current legislative proposals, working with employee organization representatives, meet and negotiate strategy and tactics, employee organization proposals and management proposals.
b. **Employee Relations Advice.** The "CONSULTANT" will provide individual advice to "COUNCIL" districts on employer/employee relations problems. Members of the "CONSULTANT'S" staff will be available to meet with the board representatives or groups of board representatives to review employee organization and management proposals, and advise the district on employee relations strategies and tactics. Such services will also be available by telephone at the "CONSULTANT'S" office.

c. **Data.** "CONSULTANT" will provide regional data for "COUNCIL" districts on meet and negotiate topics. The "CONSULTANT" will conduct surveys of area districts on issues as determined by the Santa Barbara County Superintendent of Schools.

d. **Board Policies.** The "CONSULTANT" will, upon request, advise and assist districts in analyzing board policies and revising where necessary. This will be done by personal consultation with individual districts, regional meetings with a group of districts and by using model policies as a basis for policy development.

e. **Specific Service.** In the event "CONSULTANT'S" services, outlined in "a" through "d" above, do not provide the full time referred to in paragraph 1, and, if so directed by the Santa Barbara County Superintendent of Schools the "CONSULTANT" will provide individualized representation to districts in connection with specific
employer/employee relations matters.

3) In consideration of the above services "CONSULTANT" will receive the sum of the fees charged to the districts signing this Agreement, which fee annually per district shall be $750.00, plus $.05 per regular Average Daily Attendance for districts with 10,000 ADA and above to a maximum of 20,000 ADA and $.08 per regular ADA for districts under 10,000 ADA. Said sum shall be paid to "CONSULTANT" by the Santa Barbara County Superintendent of Schools on behalf of the districts signing this Agreement. One-half of the annual fee shall be paid to "CONSULTANT" on July 15, and one-half shall be paid on January 15.

4) Term of Agreement. This Agreement shall be effective July 1, 1976 and shall terminate Midnight, June 30, 1978. The "COUNCIL" shall give "CONSULTANT" written notice of its intent, if any, to renew this Agreement on terms to be negotiated by the parties.

SCHOOL DISTRICT

By: ________________________________

Date: ________________________________

SANTA BARBARA COUNTY SCHOOLS
OFFICE OF THE SUPERINTENDENT

By: ________________________________
James A. Rowe
Associate Superintendent

Date: ________________________________

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