



JOINT POWERS AGREEMENT
July 1, 2019 – June 30, 2020

This agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Section 6500, et seq.) Of the California Government Code relating to the joint exercise of powers, between the public educational agencies signatory hereto, for the purpose of operating an agency to be known and designated as “Cooperative Organization for the Development of Employee Selection Procedures.”

WITNESSETH:

WHEREAS, all California public agencies must be able to demonstrate that their employment selection procedures do not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, and age for individuals over 40 years of age; and

WHEREAS, school districts, because of limited staff, cannot reasonably add extensive test validation functions to employment selection procedures, without special assistance; and

WHEREAS, the parties signatory hereto have determined and hereby declare that it is in the public interest that they join together in an organization for cooperatively developing selection procedures which will comply with state and federal requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

1. **CREATION OF THE JOINT POWERS AGENCY**

A joint powers agency separate and apart from the parties signatory hereto is hereby created and shall be designated as the Cooperative Organization for the Development of Employee Selection procedures (hereinafter “CODESP” or “Agency”).

2. **PURPOSE**

CODESP is established for the purpose of administering this Agreement and of engaging in activities including but not limited to the following:

- a. Providing a system of cooperative measuring devices relevant to common skills, knowledges and abilities related to common jobs.
- b. Establishing priorities to be given to development of written tests, interview standards and other selection devices.
- c. Developing and training representatives of member public agencies in the use of such selection devices.
- d. Developing guidelines whereby individual public agencies can isolate elements of particular jobs and determine which selection devices can appropriately be used.

3. **POWERS**

CODESP shall have the authority to exercise any power common to public agencies which are signatory to this agreement, including but not limited to the following:

- a. To make and enter contracts.
- b. To employ agents and employees.
- c. To acquire, construct, manage, maintain, or operate any building, works or improvements.
- d. To acquire, hold or dispose of property.
- e. To incur debts, liabilities or obligations.
- f. To sue and be sued in the name of CODESP.

4. **TERM**

This Agreement shall become effective when duly executed and shall continue in effect until terminated as provided herein. In the event of a reorganization of one or more of the public agencies participating in this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized agency shall be substituted as a party or parties to this Agreement.

5. **MEMBERSHIP**

In addition to the public agencies which are parties to this Agreement, other public agencies may become parties hereto pursuant to the Policies and Procedures of CODESP.

6. **MEMBERSHIP FEES**

Each party to this Agreement shall deposit an annual membership fee with CODESP equivalent to the appropriate and applicable fee noted on the current schedule of fees upon receipt of an invoice for the same.

7. **TREASURER/AUDITOR**

A director of CODESP shall be designated as the Treasurer/Auditor of CODESP. The Treasurer/Auditor shall be the depository and have custody of all the money of CODESP, from whatever source. The Treasurer/Auditor shall:

- a. Receive and receipt for all money of CODESP and deposit it in the County School Service Fund to the credit of CODESP.
- b. Be responsible for the safekeeping and disbursement of all money of CODESP so held by the Treasurer/Auditor.
- c. Pay, when due, out of money of CODESP so held by the Treasurer/Auditor, all sums payable by CODESP only upon warrants authorized by the Treasurer/Auditor and drawn by the Treasurer of Orange County, or the Treasurer's authorized representative.
- d. Verify and report in writing on the first day of July, October, January, and April of each year to CODESP and to the parties to this Agreement the amount of money held for CODESP, the amount of receipts since the last report, and the amount paid out since the last report.

8. **ACCOUNTS AND RECORDS**

a. **Accountability**

CODESP shall be strictly accountable for all funds. CODESP shall cause to be kept proper accounts and records in which complete and detailed entries shall be made of all transactions including all receipts and disbursements. Such accounts and records shall be kept in accordance with applicable law and generally accepted accounting principles. Said accounts and records shall be subject to inspection at any reasonable time by the representative of each of the parties to this Agreement. CODESP shall cause to be prepared annual financial statements which shall be provided to the representatives of each of the parties to this Agreement.

b. Audit

The Treasurer/Auditor shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of CODESP. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. Reports of such audits shall be filed as public records with each of the parties to this Agreement and also with the auditor of the county in which each of the parties is located. Such reports shall be filed within twelve (12) months of the end of the fiscal year or years under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants shall be borne by CODESP and shall be a charge against any unencumbered funds of CODESP available for the purpose.

9. **WITHDRAWAL**

Any party may withdraw from this Agreement and from CODESP by giving written notice of its intention to do so to the Board of Directors. Unless otherwise specified therein, withdrawal shall be effective upon the receipt of said notice.

10. **TERMINATION OF AGREEMENT**

This Agreement may be terminated, except for purposes of winding up the affairs of CODESP, effective at the end of any fiscal year by the affirmative action of a majority of the public agencies then parties to the Agreement.

11. **DISPOSITION OF PROPERTY AND FUNDS**

In the event of the dissolution of CODESP, the complete rescission, or other final termination of this Agreement by all public agencies then parties hereto, any property interest remaining in CODESP following a discharge of all obligations shall be returned in proportion to the contributions made by the then parties to the Agreement. The inclusion of additional parties to this Agreement or the withdrawal of some but not all the parties to this Agreement shall not be deemed a dissolution of CODESP nor a termination of this Agreement.

12. **SEVERABILITY**

Should any portion, term, condition or provision of the Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

13. **AMENDMENTS**

This Agreement may be amended by a simple majority vote of all parties to the Agreement. Any such amendment shall be effective upon the date of execution thereof, unless otherwise provided in the amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers there unto duly authorized as set forth herein below:

Signed on the ____ day of _____ 201__, by

Administrator

Agency

Approved on the ____ day of _____, 201__ by

Jonathan Koch - Executive Director - CODESP