

RESOLUTION NO. 861

RESOLUTION OF THE CITY OF EL PASO DE ROBLES CONCERNING
AGREEMENT WITH STATE PERSONNEL BOARD

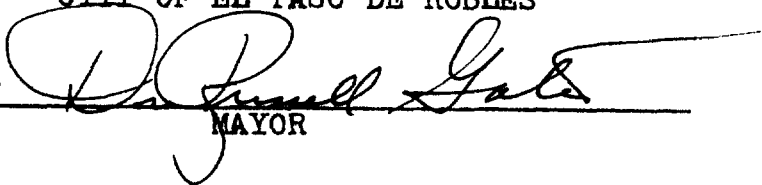
WHEREAS, it has been determined that it is to the advantage of this City to enter into a written agreement with the State Personnel Board for the purpose of preparing and rating of examinations for such classifications of this City's employees as may be mutually agreed upon between this City and the State Personnel Board;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of El Paso de Robles that this City enter into said agreement with the State Personnel Board dated July 6, 1953, and the Mayor of said City is hereby authorized and directed to execute said agreement on behalf of this City, and the City Clerk of this City is hereby authorized and directed to prepare and forward a copy of said agreement, together with a certified copy of this Resolution, to the State Personnel Board.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles the 6th day of July, 1953.

CITY OF EL PASO DE ROBLES

By


MAYOR

ATTEST:


CITY CLERK

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AGREEMENT

THIS AGREEMENT, made and entered into this sixth
day of July, 1953, by and
between the STATE PERSONNEL BOARD, through its duly appointed, qualified,
and acting Executive Officer, party of the first part, hereinafter called
the Board, and the CITY OF PASO ROBLES, party of the
second part, hereinafter called the Local Agency.

WITNESSETH

Section 1. That the parties, for and in consideration of the
covenants, conditions, agreements, and stipulations hereinafter expressed,
and pursuant to authority contained in Section 18707, Government Code,
hereby agree as follows:

Section 2. In performing the services incident to the preparation,
construction and rating of examinations for classifications to be mutually
agreed upon by the Local Agency and the Board, the following provisions
shall govern:

a. Whenever, during the term of this agreement, the Local Agency
desires the services of the board in the preparation of an examination
for a job classification, the Local Agency will submit to the Board
a request for such services.

b. The Local Agency shall supply the Board with a written description
of the work performed in the class for which the Local Agency desires
an examination prepared, including a statement of the minimum and/or
desirable qualifications.

c. The Board shall set and advise the Local Agency of examination
dates and closing dates for filing applications. Immediately after
the closing date for filing applications, the Local Agency will notify
the Board of the total number of competitors in each classification.

d. The Board shall construct an appropriate examination for each
job classification for which an examination has been requested by the
Local Agency and agreed upon by the Board.

e. The Board shall transmit to the Local Agency sufficient
examination booklets, instructions for administering the examination
and such other material as the Board may deem necessary.

f. The Local Agency shall administer the examinations in accordance with instructions provided by the Board.

g. At the conclusion of the examination, the Local Agency shall immediately return to the Board all used and unused examination booklets, instructions, and any other materials furnished by the Board and not consumed.

h. At the request of the Local Agency, the Board shall supply the Local Agency with a copy of the examination showing the "key" answers to the questions to be used for the purpose of allowing candidates who participated in the examination an opportunity to protest answers or questions they believe to be incorrect. Upon request of the Local Agency, the Board will analyze protests resulting from the review period and recommend the action to be taken.

i. The Board shall score the examination booklets, tabulate the results, and may recommend a passing score consistent with reasonable standards to be determined by the Board.

j. Upon request of the Local Agency, the Board in its discretion may lend the Local Agency the candidates' answer sheets and/or booklets for inspection for a reasonable length of time.

k. The Board shall, if requested by Local Agency, retain the completed booklets or answer sheets for such reasonable period of time as the Local Agency may prescribe.

l. The Local Agency shall perform all parts of the examination process the performance of which has not specifically been requested of and agreed to by the Board and shall assume responsibility for the conformity of the examination process to any applicable laws, rules, or ordinances and for the examination as a whole.

m. If the Local Agency wishes to administer examinations on a continuous basis for certain mutually agreed upon classes, the Board will supply the examination booklets and instructions. Administration of examinations on a continuous basis is defined as use of the examination booklets and instructions one or more times during each month on a basis of at least four months during the term of this agreement. The Local Agency will score such examinations and will submit copies of tabulations of examination results to the Board at the end of each month in which the material is used.

n. All examination booklets, instructions and other materials supplied by the Board under this agreement shall be and remain the property of the Board, and shall be kept confidential.

Section 3. In some cases, upon the request of the Local Agency, the Board shall supply any or all of the following special services in connection with examinations:

- a. Advice and suggestions on examining procedures, including the oral interview, and on examining problems
- b. Preparation and distribution of examination publicity and bulletins
- c. Distribution, receipt, and appraisal of application forms
- d. Preparation and administration of demonstration tests
- e. Preparation of eligible list
- f. Other related examination services

Section 4. Schedule A.

In consideration of the performance by the Board of the services agreed to be performed by the Board as set forth in Sections 2 and 3 hereof (except Section 2 m), the Local Agency hereby agrees to reimburse the Board for the latter's cost, as determined by the Board, incurred in performing said services, including salaries, retirement, vacation, sick leave and related operating expenses.

Section 5. In performing services incident to the preparation, construction and rating of examinations listed on and requested from the List of Form Tests Available at Unit Prices (hereinafter described and referred to as the "List"), the following provisions shall govern and the basis for charges set forth in Schedule B shall apply:

- a. The Board will prepare, maintain, and distribute the List which will set forth the title of each test available, a general description of its content and type, and a statement as to the fields of knowledge or aptitude included. The List will also include a schedule of unit price fees, as indicated in Section 6 Schedule B, below.
- b. The Local Agency in making requests for an examination in this category shall clearly indicate that a Form Test is desired and that such test is considered appropriate for its needs.

c. The Local Agency shall supply the Board with a written description of the work performed, including a statement of the minimum and/or desirable qualifications. The Board shall determine whether or not the Form Test requested is appropriate for the use intended.

d. If the Form Test requested is considered appropriate by the Board for the purpose for which it is requested, the Board shall set and advise the Local Agency of the examination date and the closing date for filing applications. Immediately after the closing date, the Local Agency will notify the Board of the total number of competitors for each examination.

e. The procedures set forth in Subsections e, f, g, i, k, and l of Section 2 of this contract shall apply to examinations provided for in this Section 5.

f. The Board will not supply "key" copies of Form Tests, completed candidates' Answer Sheets nor booklets.

Section 6. Schedule B.

In consideration of the performance of services agreed to be performed by the Board as set forth in Section 5, the Local Agency agrees to reimburse the Board (1) in accordance with the schedule of fees set forth in the "List" mentioned in Section 5a, in effect at the time the request for the Form Test is made, and (2) for the Board's costs, as determined by the Board, for any related services provided by the Board upon request of the Local Agency.

Section 7. Schedule C.

In consideration of the performance of services under Section 2 m, the Local Agency agrees to pay the Board

- (1) An initial fee of \$18.00 per class.
- (2) \$10.00 for each set of written examination material furnished, payable for each month in which the material is used..
- (3) \$5.00 for typing ability test material furnished, payable for each month in which the material is used.
- (4) \$2.50 for stenographic ability test material furnished for each stenographic speed required, payable for each month in which the material is used.

The term of this agreement shall be from the date hereof to and including June 30, 1954, but shall be subject to termination by either party upon giving the other party 30 days written notice of termination.

Notwithstanding anything contained herein to the contrary, this agreement may be terminated and the provisions of this agreement may be changed, altered, or amended by mutual consent of the parties hereto.

STATE PERSONNEL BOARD

By _____
Executive Officer

CITY OF EL PASO DE ROBLES

Local Agency

By *D. Russell Galt*
Mayor
Title