LOS ANGELES COUNTY OFFICE OF EDUCATION

JOINT POWERS AGREEMENT

EMPLOYEE ASSISTANCE SERVICE FOR EDUCATION

SAMPLE

This Agreement is made and entered into by, between and among the Los Angeles County Office of Education, hereinafter referred to as LACOE and the school district designated below, effective at the time hereinafter set forth.

RECITALS

The purpose of this agreement is to create an Employee Assistance Program which will provide employees of the parties to this agreement with a common source of information, pre-referral counseling, evaluation, referrals, and follow-up. A further purpose is to provide training and in-service programs for management and supervisory personnel of the parties, to assist in the early recognition of employee problems that can or do affect job performance, and to assist in making appropriate intervention with respect to such employee problems.

The authority for entering into this agreement is the Joint Exercise of Powers Act, comprising Section 6500 et seq. of the Government Code of the State of California.

The governing boards of the school districts which are parties to this agreement agree that LACOE is to act as coordinator and administrator of the Employee Assistance Program. Further, each of said governing bodies authorizes its district superintendent to vote for a seven-member Executive Board, and an eleven-member Advisory Committee.

The Executive Board shall assist LACOE in identifying needs, evaluating services, planning programs and establishing a budget. The Advisory Committee shall be comprised of various classifications of employees, and shall assist the Executive Board and the LACOE with respect to such matters as the Executive Board may specify.

It is intended that the services to be provided hereunder on a joint basis will result in benefits to each of the parties and their employees at less cost to the taxpayers than if such services were provided separately.

It is not intended that a separate entity or entity be created by this agreement.
NOW THEREFORE, the parties to this agreement mutually agree as follows:

1. PARTIES

LACOE and those school districts which execute this Agreement hereby form an employee assistance program association to be known as "Employee Assistance Service for Education" (EASE).

Additional school districts may become parties to this agreement upon recommendation of the Executive Board and approval of LACOE and upon execution of this Agreement by their respective governing boards.

2. TERM OF THIS AGREEMENT

This Agreement shall be effective February 4, 2014 and continue in effect until terminated, in accordance with the terms and conditions set forth herein, as modified from time to time by the parties, unless a party submits a written notice of cancellation of its participation in this Agreement to LACOE on or before April 1 to become effective the next succeeding July 1.

3. PAYMENT PROVISIONS

Each district, by becoming a signatory, agrees to provide EASE with an annual payment, beginning July 1 of each year, of Ten dollars and 0/100 ($10.00) for each employee of the District to be covered, as determined by the District on or before October 1 each year. Such employees may include permanent, probationary, casual, officers and the like.

Parties entering into this agreement after July 1 of any one year shall pay the annual fee on a prorated basis, calculated on the number of months remaining in the fiscal year.

The payment shall be based on the number of employees determined by each party to be eligible for services from EASE. It is understood that the spouse and dependents of each employee shall also be eligible for services, where appropriate, and that any services provided to said spouse and/or dependents is included in the fee per employee. Participation in the services provided to such spouse and/or dependents shall in accordance with policies established by LACOE, with the approval of the Executive Board. The above-specified annual fee may be modified upon recommendation of the Executive Board and approval of the County Superintendent. Any modification of this fee may be made not more than once each fiscal year, and shall be made no later than March 15 to be effective July 1 of the following year.
Payment by the parties shall be made to the LACOE on or before December 1 of each year, upon receipt of an invoice. A party entering into the agreement after December 1 in any year shall make an initial payment, upon the effective date of its becoming a party, and upon receipt of an invoice.

4. ADMINISTRATION

LACOE is hereby designated to administer the provisions of this Agreement, and its powers in doing so shall be subject to the restrictions upon the manner of exercising such powers as are applicable to the first signatory unified school district which has not incorporated the merit system for classified employees.

5. SERVICES TO BE PROVIDED

Upon recommendation of the Executive Board, LACOE shall, either directly, by contract, or employment of staff, perform the following services to the parties:

a. Assist employees and eligible spouse and/or dependents who have personal problems affecting employee job performance by:

   . Confidential interviewing;
   
   . Evaluating their problems and discussing with them treatment and/or counseling options;
   
   . Referring them to appropriate private or public agencies for treatment;
   
   . Providing them with appropriate information.

b. Assist management and/or supervisory personnel in dealing with employees with possible personal problems by providing:

   . Confidential consultation;
   
   . Workshops and in-service meetings on the early recognition of employees with problems affecting their job performance and on appropriate intervention; and,

   . Other appropriate information.

6. ADMINISTRATIVE COSTS
The costs incurred by LACOE in administering this agreement, including but not limited to, employment of staff, telephone charges, postage and mailing supplies, materials, printing, desks, chairs, tables, typewriters, rental of facilities, contract services, to the extent recommended by the Executive Board, and to the extent such funds are available, shall be paid from the EASE account. Other costs that may be incurred by parties other than the County Superintendent shall be at their expense, and shall not be chargeable against said account.

7. ACCOUNTABILITY FOR FUNDS AND AUDIT

LACOE shall be strictly accountable for all funds received pursuant to this agreement and shall, within a reasonable time after each June 30th that this agreement is in effect, make a financial report to all participating parties.

LACOE shall cause an audit to be made with respect to all receipts and disbursements, by a certified public accountant or public accountant, and a report of such audit shall be filed as public record with each participating party and with the county auditor of each county in which a participating district is located. This audit report shall be filed no later than twelve (12) months after the end of the fiscal year under examination. All costs of said audit shall be borne by LACOE and shall be charged against the funds of the EASE account.

8. AMENDMENTS

This Agreement may be amended by a majority vote of the parties, provided that any amendment is compatible with the purposes of this Agreement. Any such amendment shall be effective upon the date of the final execution thereof by a majority of the parties thereto.

9. SURPLUS FUNDS UPON DISSOLUTION

Upon dissolution of this Agreement, any surplus funds in the EASE account shall be returned to the parties in proportion to their respective contributions to said account during the last year of the Agreement.

10. SEVERABILITY CLAUSE

Should any portion, term, condition, or provision of this agreement be finally adjudged by a court of competent jurisdiction to be illegal or in conflict with any laws 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.

11. INDEMNIFICATION AND HOLD HARMLESS

Los Angeles County
Office of Education
In accordance with the provisions of Government Code Section 895.4, each party agrees to and does hereby indemnify and hold harmless each other party, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of a negligent or wrongful act or omission of the indemnifying party, or officer, agent, or employee of the indemnifying party.

In addition, LACOE shall cause to be inserted or shall attempt to cause to be inserted, in every contract with an independent contractor providing services under this agreement, an appropriate indemnification and hold harmless clause for protection of all parties to this Agreement, their officers, agents, and employees.

12. EXECUTION

This Agreement may be executed by each school district on a separate copy with the same force and effect as though all districts so executing separate copies had executed a single copy. The collection of such separately executed copies shall be treated as a single copy executed by all parties. Each executing district shall promptly transmit three (3) executed copies of this Agreement to the Los Angeles County Office of Education, 9300 East Imperial Highway, Downey, California 90242-2890, to the attention of the Contracts Section, ECW Room 153.

The estimated number of employees who will participate in EASE during the school year is _____________________________.

Please indicate in words & numerically.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized officer and are thereunto duly authorized as set forth herein below.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By ____________________________
Deborah C. Harris
Assistant Director
Administrative Services' Controller’s Office

Date ____________________________
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Los Angeles County
Office of Education
ease
help when you need it

Free confidential help for
- Family Troubles
- Emotional Distress
- Drug/Alcohol Problems
- Job Stress

1-800-882-1341
**ease**: your source of assistance in times of trouble

*Strength is the courage to reach out.*

**Let our Counselors help.**

**ease** is there for you

Personal problems getting you down? Interfering with your work? **ease** counselors will discuss your problem with you, help you find new ways of dealing with it and support your steps toward resolving it.

**ease** provides professional counselors who can help school district employees with the following problems:

- family troubles with spouse or children
- emotional distress
- drug or alcohol abuse
- on-the-job anxieties and stress
- grief, loss, and transitions

If long-term assistance is needed, our counselors can help you locate an appropriate specialist, self-help group, or other community resource. Some self-help groups are free; other services may be covered by your health insurance.

**ease** is an additional benefit and specialized program available to you; it is paid for by your district.

**ease** services are not only for you, but also your immediate family members too.

**ease** respects your privacy

Our offices are separate from school district sites and the Los Angeles County Office of Education. No one will be told of your contact with **ease**.

Should you wish information to be released to a specific person, a consent form signed by you must be on file with **ease**.

**ease** can help in many ways

- problem resolution (our specialty)
- critical incident stress management
- anger management
- phone consultations
- legal or financial referrals
- community referrals

**Put yourself at ease**

No one can help you with your personal problems until you ask for assistance. Getting help begins with you. Make that call to **ease** today. Our services are immediate and confidential.

1-800-882-1341
Employee Assistance Service for Education
8345 Firestone Blvd., #205 • Downey, CA 90241 • 562/922-6683

“Strength is the courage... to reach out!”

Personal or job stress getting you down? Interfering with your job performance?

**THERE IS HELP AVAILABLE**

As an employee of your district, you have access to the EASE program, a specialized counseling service...

✓ paid for by your district
✓ endorsed by labor and management
✓ staffed by professional counselors
✓ voluntary and CONFIDENTIAL

EASE provides face-to-face counseling, phone consultations and community referrals. Immediate family members are included.

**1-800-882-1341**

EASE counselors specialize in:

- family troubles
- emotional distress
- drug/alcohol problems
- job anxieties and stress
- grief, loss, transitions

EASE is primarily an assessment and brief counseling service and is best defined as a pre-treatment service. The emphasis is on early identification of problems affecting work performance, consultation with managers, labor representatives, employees and proactive intervention. EASE is not a substitute for a district's health-care plan. It is, however, a beneficial and effective extension of the provider plan.

Los Angeles County Office of Education
9300 Imperial Highway, Downey, California 90242-2890
Phone (562) 922-6683 Fax (562) 922-6690
www.lacoe.edu/ease

Debra Duardo, M.S.W., Ed.D., superintendent
Darren McDuffie, Ed.D., chief human resources officer
Value Added Services

Call to Schedule a 1-2 Hour Group Workshop
1-800-882-1341

EASE Orientation
EASE is a free, voluntary & confidential program. This benefit is paid for by the district/college. Learn how to refer employees to the service.

Mobil Crisis Team
EASE supports staff following an incident such as death of a co-worker, suicide or threat of violence.

Mediation Services
Assist participants to explore and communicate their concerns, listen to one another’s perspective and develop ways to move beyond the conflict.

Stress Management
Reviews the impact of stress on all aspects of a person’s life – the physical, behavioral and emotional response to prolonged stress. Then an introduction of coping strategies to reduce the impact of stress.

Communication
Explores the common causes of employee miscommunication, the skills and behavioral changes needed in order to make relationships better.

Coping with Constant Change
Reviews the personal stages of coping with constant change and developing resilience to managing on-going change within an organization.

Workplace Etiquette
Reviews respectful workplace behaviors, professional attire, respecting shared workspace and environment.

Customer Service
Become the school and workplace of choice. Exceed customers’ expectations. Learn the principles of good customer service.

Retirement
Explores attitudes about retirement, adjustment to retirement, and the phases one may expect as they go through the process.

Please Post
The Division of Human Resource Services, Los Angeles County Office of Education, consistent with the guidelines set forth by the Board of Education and the Joint Powers Agreement, conducts a professional assistance program for employees and their families of member school districts.

MISSION STATEMENT

EASE is a leading regional service that provides a diverse district personnel and their families with the opportunity to assess and resolve their difficulties with the assistance of a professional counselor. EASE offers high quality, confidential assistance in:

- Personal and family problems
- Job-related issues
- Stress
- Substance abuse
- Grief, loss and traumatic incidents
- Worksite and phone consultations

for the purpose of enhancing the health and well-being of all school-based employees engaged in the task of educating students to become high achieving and productive members of society.
Employee Assistance Service for Education

"Strength is the courage...to reach out!"

The Employee Assistance Service for Education (EASE) program was established by a joint powers agreement between the Los Angeles County Office of Education and member districts in October 1982.

EASE is a confidential and voluntary service offering professional counseling, consultation and education to district employees.

- Counseling and referral for personal concerns, such as parenting, relationship difficulties, and balancing work and family life.
- Consultation with supervisors and managers regarding workplace issues, such as interpersonal conflicts, managing a troubled employee, and coping with crisis.
- Education on managing constant change, prevention of workplace violence, and the impact of alcohol and drug use on the job.
- Value-added services such as stress management workshops, anger management tutoring, and post-trauma debriefings.

Costs
As districts have searched for ways to reduce health care costs, the expenses associated with participation in the EASE joint powers agreement has remained at $10.20/year per employee. This fee includes counseling for family members in addition to the after-hours emergency calls, worksite consultation, and critical incident response.

Contact
For information about joining the consortium of districts, contact the EASE Office at 562-922-6683.
GENERAL POLICY
EASE works best as a voluntary program. EASE records indicate that self-referrals comprise 80 percent of overall contacts with EASE. The remaining 20 percent include referrals made by union representatives, supervisors, coworkers, family members, and health care providers. Referrals from these sources are welcomed.

Managers and supervisors can best utilize EASE proactively. The supervisor should let the employees know up front about EASE and the kinds of services provided. The supervisor can do this in various ways – EASE brochures, staff meetings, handouts. Early intervention and prevention are the keys to helping the employee with his/her personal problem and its impact on job performance.

DIRECT REFERRAL
Occasionally, the supervisor will want to make a more direct referral to EASE. If an employee’s job performance has visibly deteriorated, the supervisor in concert with the employee can call EASE directly. A direct referral is not a mandated referral. Rather, it is the supervisor assisting in making the referral to EASE. For example, during a formal conference between the supervisor and employee, the supervisor can explain EASE services and then suggest that they call immediately for an appointment. The employee’s healthcare provider is also a resource.

When job performance has seriously deteriorated, a supervisor must continue to focus on the job issues and in addition can strongly suggest an employee to seek out EASE or other treatment services. The supervisor should not mandate EASE. Such a mandate could interfere with the employee’s right to privacy and would involve EASE in the disciplinary process.

CONFIDENTIALITY
EASE is a program that preserves the confidentiality and privacy of the individual. It is a resource for both supervisor and employee and should not be linked with the disciplinary or evaluation process. In cases where an employee wants the supervisor notified of his/her contact with EASE, the employee must sign a release of information agreement. However, release of information does not include information regarding any personal details of the counseling.

RULE OF THUMB
The above procedures are suggested for the best and most appropriate utilization of EASE services. In any given case, the supervisor should follow the specific procedures and policies of his/her district. The supervisor should also consult with the appropriate personnel specialist or call the EASE office for further clarification.
SAMPLE LETTER TO EMPLOYEES

Dear Employee:

The Board of Education, administration, and employee representatives of [School District] are happy to offer you a program that will benefit you and your family. This program is called the Employee Assistance Service for Education (EASE). EASE is a nonprofit service provided through a joint powers agreement among and for school districts and the Los Angeles County Office of Education.

EASE is offered to all certificated and classified employees and their family members to help with the problems that are or could be impairing work performance. It is a confidential program that assists employees in dealing with their marriage, family, emotional, alcohol and drug, legal, financial, medical, and work problems.

You may contact EASE twenty-four hours a day by calling 1-800-882-1341. All calls are confidential and assistance is rapid and professional. Contacting EASE costs you nothing. However, there may be some costs if you are referred to other agencies or therapists.

Enclosed is a brochure explaining how EASE works. We are certain that this program will be helpful to you and your family.

Sincerely,