LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS

JOINT POWERS AGREEMENT

EMPLOYMENT ASSISTANCE PROGRAM

SAMPLE

This Agreement is made and entered into by, between and among the Los Angeles County Superintendent of Schools, hereinafter referred to as County Superintendent and the school districts 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 the County Superintendent 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 the County Superintendent 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 County Superintendent 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

The County Superintendent 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 the County Superintendent and upon execution of this Agreement by their respective governing boards.

2. TERM OF THIS AGREEMENT

This Agreement shall be effective upon execution hereof by the County Superintendent and two other signatories. This Agreement shall 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 the County Superintendent 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 20/100 ($10.20) 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 the County Superintendent, 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 County Superintendent 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

The County Superintendent 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, the County Superintendent 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 the County Superintendent 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

The County Superintendent 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.

The County Superintendent 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 the County Superintendent 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

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, the County Superintendent 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, Room 153, ECW Building.

The estimated number of employees who will participate in EASE during the school year is ________.
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
SUPERINTENDENT OF
SCHOOLS

By ______________________

SCHOOL DISTRICT

By ______________________

Typed or Printed Name

Title ______________________

Date ______________________

Date ______________________

ss/10-18-2007