



Deschutes County Board of Commissioners  
1300 NW Wall St., Suite 200, Bend, OR 97701-1960  
(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

### **For Board Business Meeting of June 22, 2015**

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**DATE:** June 18, 2015

**FROM:** Erik Kropp                      Admin. Services                      388-6584

**TITLE OF AGENDA ITEM:**

Consideration of Board Signature Document Number 2015-393 - An Intergovernmental Agreement Between OSU/Extension and Deschutes County - Employee Transfer Agreement

**PUBLIC HEARING ON THIS DATE?** No.

**BACKGROUND AND POLICY IMPLICATIONS:**

OSU Extension Service was established in 1911 when the Oregon Agricultural College's Board of Regents organized Oregon Extension programs. In 1982, Deschutes County residents passed a permanent tax base to support local Extension programming. Oregon State University Extension Services and Deschutes County entered into an Intergovernmental Agreement listing out the roles and responsibilities of both entities as it relates to operating the Deschutes County 4-H and Extension Service District. Currently, the Service District is made up of OSU employees and two Deschutes County employees. OSU has requested that OSU assume the supervisory responsibility over all Service District employees and that the County employees be transferred to become OSU employees. The Employee Transfer Agreement outlines the mechanics to transfer two Deschutes County employees from the Service District to OSU.

**FISCAL IMPLICATIONS:**

None.

**RECOMMENDATION & ACTION REQUESTED:**

Staff recommends Board approval of Document Number 2015-393 - An Intergovernmental Agreement Between OSU/Extension and Deschutes County - Employee Transfer Agreement.

**ATTENDANCE:** Kathleen Hinman

**DISTRIBUTION OF DOCUMENTS:**

Dana Martin  
Erik Kropp



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN OSU/EXTENSION AND DESCHUTES COUNTY -  
EMPLOYEE TRANSFER AGREEMENT  
Deschutes County Agreement #2015-393**

This Agreement is made by and between Deschutes County ("County") and Oregon State University and its Extension Service ("OSU"). This Agreement is made for the purpose of transferring Deschutes County employees to OSU pursuant to ORS 236.605 et. seq. The effective date of this Agreement and transfer will be June 30, 2015.

**RECITALS:**

The County has employees providing services to OSU for the purpose of furthering the collaborative goals of the County and OSU. It will eliminate risk and ambiguity to have the County staff employed by OSU because OSU is responsible for the provision of services to Deschutes County.

This Agreement governs the terms of the transfer of employees from the County to OSU. Both the County and OSU are "Public Employers" for purposes of ORS 236.605 et. seq.

**AGREEMENT:**

1. County will transfer to OSU the employees listed in Exhibit A, herein incorporated by reference ("transferred employee(s)"), under the terms of this Agreement.
2. Rights. Each transferred employee shall be allocated into the classification that best fits the transferred employee's assigned body of work. If the salary paid by County to the transferred employee, at the time of transfer, is within the salary range for the assigned classification, the transferred employee's salary will remain at that rate until the transferred employee's next scheduled salary increase under OSU's standard salary increase schedule. Transferred employees will not be paid below the minimum rate of the salary range for the assigned classification. If the transferred employee's salary is above the maximum rate of the salary range, the transferred employee's salary will remain the same until the maximum rate for the salary range exceeds the employee's actual salary. If the transferred employee's classification upon transfer is Unclassified, the transferred employee will be transferred to Oregon State University at his/her current annual salary rate, FTE, and title. At the time the employer issues fixed term contracts to its Unclassified employees, prior to July 1, 2016, such Unclassified employees will be treated in the same manner as OSU's other professional faculty and shall receive a new fixed-term contract and a title commensurate with OSU's titling standards.
3. Leave Time Transfer. County will pay transferred employees all compensatory time due them on the effective date. Transferred employees may retain (by transferring the accrual to OSU) all sick leave or any amount thereof, and up to 80 hours of vacation pursuant to ORS 236.610(4). The total sick leave and vacation hours of respective transferred employees are as shown on Exhibit A. Transferred employees also may transfer to OSU such additional vacation leave, beyond 80 hours, as agreed to by OSU. County shall transfer funds to OSU on June 30, 2015 for all of the above sums due for sick and vacation leave that remain when such transferred employees transfer to OSU.
4. Privileges. The transferred employee will enjoy the same privileges and benefits, including but not limited to medical and retirement, leave accruals, hours and conditions as other OSU employees in the same classification. The employment of all transferred employees whose employment at OSU is covered by a collective bargaining agreement shall comply with the collective bargaining agreement.
5. Trial Service. Transferred employees will not be required to serve any trial service period, unless they have worked less than 6 months in their initial appointment at County; in which case the transferred employee will

serve, at OSU, any remaining trial service period that would have been required by County had the transferred employee remained an employee of County.

6. Seniority. Each transferred employee will retain the seniority he or she achieved at County in his or her new position at OSU. Upon transferring to OSU, each transferred employee will receive one (1) point for each full month of unbroken service from the date he or she was initially appointed to his or her County position. The transferred employees' seniority dates are shown in Exhibit A.
7. Benefits. Transferred employees that are eligible for benefits will be able to enroll in OSU benefits starting June 30, 2015. The OSU benefits will be effective on the first day of the month after the transferred employee enrolls in OSU benefits. Employees must enroll in benefits prior to July 1, 2015 to effect benefit coverage for July 2015. If an employee enrolls in benefits prior to July 1, 2015 and, due to no fault of the transferred employee, there is a gap in a transferred employee's coverage between the County's insurance coverage end date and the date of OSU insurance coverage begins, County will pay the COBRA premium to retain coverage the transferred employee's existing coverage during gap period.
8. Retirement. Transferred employees will maintain their existing PERS retirement tier and accounts upon transfer to OSU without change in their retirement. They will retain their existing accounts. Responsibility for PERS retirement payments contributions will be assumed by OSU on date of transfer. If the transferred employee's classification upon transfer is Unclassified, the transferred employee, after serving six months of service at OSU, will be given the one-time irrevocable election to continue participation in the PERS retirement program or to begin participation in the Oregon Public Universities' Optional Retirement Program (ORP).
9. Unfunded PERS liability. County will remain responsible for any unfunded PERS liability of the transferred employees, including but not limited to all liabilities accruing after the transferred employees transfer to OSU.
10. Records. The Human Resources Directors from County and OSU will coordinate the delivery of the employment records of transferred employees to OSU at time of transfer. OSU will keep and maintain the records as required by law.
11. General Provisions:
  - 11.1. This Agreement shall be governed by the laws of the State of Oregon. All rights and remedies shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law.
  - 11.2. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated below or such other address as either party may designate by written notice to the other.

**Deschutes County:**

Deschutes County  
Personnel Department  
1300 NW Wall Street  
PO Box 6005  
Bend, OR 97701

**Oregon State University:**

OSU Extension Administration  
102 Ballard Extension Hall  
Corvallis, OR 97331-3606

With copies to:  
University Administrative Business Center  
Oregon State University  
1600 SW Western Blvd  
Corvallis, OR 97333

Contract Services  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333

11.3. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Deschutes County**

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Commissioner Chair: Anthony DeBone

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Date

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Commissioner: Alan Unger

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Date

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Commissioner: Tammy Baney

\_\_\_\_\_  
Date

**Oregon State University**

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Scott Reed  
Vice Provost for Outreach & Engagement  
Director, Extension Service

\_\_\_\_\_  
Date

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Dana Martin  
Central Oregon Regional Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Doreen  
Contracts Officer, Business Affairs

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Date