

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Extension Program

<p>Background: The format of the OSU/County Extension program is proposed to change. At the present, the program has both state and county employees, with the county providing four clerical staff positions. The proposal is to transfer the county employees to the state, with the county funding the program an equivalent amount. The draft agreement for the transfer has been provided for review. The matter is before the Board to approve of the format change and begin the process for transfer of the employees to the state. The date for the transfer has not been establish, but January 1, 2017 may be possible.</p>	<p>Requested Action: Approve plan for structure change of the Extension Program and transfer of employees</p>
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ATTACHMENTS: Proposed Agreement

Date: (November 21, 2016) Submitted By: Douglas R. Olsen

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Human Resources (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Jennifer Blake

Needed at Meeting:

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Scheduled for meeting on: November 23, 2016

Action taken:

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Follow-up:

## EMPLOYEE TRANSFER AGREEMENT

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

### RECITALS:

The County has four (4) 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 Umatilla 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:

NOW THEREFORE, in consideration of the terms and conditions listed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

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. The employees identified in **Exhibit A** has the right to choose whether or not to transfer from County to OSU:
  - a) If employee declines transfer. County shall be responsible for the disposition of any employee who chooses not to transfer to OSU and such action shall be in accordance with the applicable policies and employment agreements of County.
  - b) If employee elects to transfer. The 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 OSU 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 (Date), 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 OSUs 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 within ninety (90) days from the Effective Date of this Agreement for all of the above sums due for sick and vacation leave at 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 on (Date). 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 (Date) to effect benefit coverage for (Date). If an employee enrolls in benefits prior to (Date) 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 OSU insurance coverage begins, County will pay the COBRA premium to retain coverage the transferred employee's existing coverage during the gap period.
8. Retirement. Transferred employees will retain their existing PERS retirement tier and accounts upon transfer to OSU without change in their retirement. 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) or to begin participation in the PERS retirement program subject to the membership requirements of ORS 238.015.).
9. Unfunded PERS liability. County will remain responsible for any unfunded PERS liability of the transferred employees owed at time of transfer, including but not limited to all liabilities accruing after the transferred employees transfer to OSU so long as such liability accrued for time served as a County employee.
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:

- a) 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.
- b) Notices. All notices shall be in writing and shall be deemed to be delivered when deposited in the United States Postal Service, postage prepaid, return receipt requested, or when sent by facsimile or e-mail (provided a confirmation copy is promptly sent) or overnight mail. All notices shall be directed to the respective addresses set forth below or to such other address as one party may, from time to time, designate by notice to the other party.

**For OSU:**

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

With copy to:

Mary Corp Regional Administrator  
Columbia Plateau Region  
2411 NW Carden Ave., Umatilla Hall,  
PO Box 100  
Pendleton, OR 97801  
T: 541-278-5403

University Administrative Business Center  
Oregon State University  
1600 SW Western Blvd  
Corvallis, OR 97333  
T: 541-737-4128

Contract Services | PCMM  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
T: 541.737.4261 | F: 541.737.5546  
[pacs@oregonstate.edu](mailto:pacs@oregonstate.edu)

**For County:**

Umatilla County  
Attn:  
Address  
Telephone

- c) 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.

**Umatilla County**

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Chair:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner:

\_\_\_\_\_  
Date

**Oregon State University**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Corp Regional Administrator  
Columbia Plateau Regional Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Katie Lanker  
OSU Contracts Officer

\_\_\_\_\_  
Date