

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of Commissioners
FROM: WSU Jefferson County Extension
DATE: January 13, 2011

SUBJECT: Contract Service Provider Agreement for Virginia Beard.

STATEMENT OF ISSUE:

Virginia Beard is a seasonal 4-H Lead Teacher who has become eligible for retirement pay.

ANALYSIS:

The County's labor agreement with UFCW permits utilization of a Contract Service Provider to be employed by the county and waive any or all provisions of the Labor Agreement, and it is to their collective benefit to enter into a Contract Service Provider Agreement to take advantage of the existing experience and talent of Lead Teachers within the WSU Extension - 4-H After School program.

FISCAL IMPACT:

The Contract Service Provider will be required to pay union dues and current retirement rates. Jefferson County will pay current retirement contribution rates.

RECOMMENDATION:

We request 3 originals of this contract be approved and signed by the Jefferson County BOCC.

REVIEWED BY:



County Administrator



Date

CONTRACT SERVICE PROVIDER AGREEMENT

WHEREAS, **Virginia L. Beard**, ("PROVIDER") desires to provide her services to Jefferson County, and

WHEREAS, Jefferson County ("COUNTY") is desirous of these services, and

WHEREAS, Section 2.5 of the County's labor agreement with UFCW 1001 ("Labor Agreement") permits utilization of a Contract Service Provider to be employed by the COUNTY and waive any or all provisions of the LABOR AGREEMENT, and

WHEREAS, the PROVIDER and COUNTY, in mutual agreement, find it is to their collective benefit to enter into a Contract Service Provider Agreement to perform certain tasks for the **WSU Jefferson County Extension - 4-H After School**, as described in Attachment A and

WHEREAS, the PROVIDER is by this action and her free will and consent waiving the terms and conditions of the LABOR AGREEMENT as specified herein,

NOW THEREFORE IT IS AGREED:

1. The terms and conditions of the LABOR AGREEMENT will be applicable to the PROVIDER except as specified below:
 - a) Article 7, Health and Welfare; the PROVIDER shall not receive health and welfare benefits.
 - b) Article 8, Leaves; the PROVIDER shall not receive any paid leave provisions.
 - c) Article 11, Grievance and Arbitration Procedures; the PROVIDER shall not be subject to the Grievance and Arbitration provisions.
 - d) Article 12, Seniority; the PROVIDER shall receive no seniority credit for time worked under this agreement.
 - e) Article 13, Wage and Classification; the work performed shall not be classified under the salary system. The hourly wage shall be as established by this agreement.
2. COUNTY shall compensate PROVIDER at an hourly rate of \$12.00 per hour for hours worked.
3. The PROVIDER shall be responsible for monthly Union dues and other fees levied by the Union.

4. This agreement terminates December 31, 2011 or with written notice given by either party fourteen (14) days in advance of the termination date, or in the event, grant funds supporting this position are no longer available to Jefferson County.
5. This agreement represents the entire and integrated agreement between the COUNTY and the PROVIDER and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the COUNTY and the PROVIDER.

EFFECTIVE the 1st day of January, 2011.

DATED this _____ day of _____, _____.

JEFFERSON COUNTY

CONTRACT SERVICE PROVIDER

John Austin, Chairman Date
Jefferson County Commissioner

Virginia L. Beard 1-4-11
Virginia L. Beard Date

DEPARTMENT HEAD

L. Katherine Baril 12-30-10
L. Katherine Baril Date
WSU Jefferson County Extension
Yippee 4-H After School Program

APPROVED AS TO FORM ONLY

Dave Altrough 12/22/10
Prosecuting Attorney

Attachment A

Job Description

As a Lead Teacher in the 4-H Afterschool Program Ginny Beard will:

- Typically work between the hours of 1:00 pm – 6:00 pm daily, Monday through Friday. On occasion Ginny might also be compensated for work outside of these hours for special program events and activities.
- Plan daily lessons related to the theme of **Forestry**, emphasizing developmentally appropriate, hands-on activities that incorporate the framework of the **4-H Youth Leadership Model**. This model includes hands-on education, public speaking, project presentations, reflective and goal-setting processes, as well as community service.
- Incorporate into the hands-on lessons an emphasis on the **U.S. Forest Service career pathways**, including forest technologies, restoration, ecology, engineering, aviation, public relations and education, habitat management, wilderness recreation and survival, and forest management.
- Gather the necessary supplies and materials for the planned hands-on activities.
- Utilize appropriate county processes for purchase of program materials and supplies and/or reimbursement for purchases.
- Utilize appropriate county processes for reimbursement for mileage.
- Plan program fieldtrips when appropriate, taking special advantage of days when the Quilcene School District has Early Release days.
- Receive defensive driving training and certification, and submit a driver's abstract for approval to drive the 4-H van for fieldtrips.
- Set up the instructional space daily, including overview safety inspections of the playground area and instructional space before the youth participants arrive.
- Communicate and coordinate with parents and guardians to maximize organization and success for every child participating in the program.
- Communicate and coordinate with the other Lead Teachers and Jefferson County 4-H coordinator to maximize the success of the overall program.
- Report to CPS any suspected issues related to child abuse or neglect. The Jefferson County 4-H coordinator will assist Ginny as well in these cases.