

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES

BOARD AGENDA # \*B-4

Urgent \_\_\_\_\_ Routine X

AGENDA DATE January 9, 2001

CEO Concurs with Recommendation YES X NO \_\_\_\_\_

4/5 Vote Required YES \_\_\_\_\_ NO X

(Information Attached)

SUBJECT:

APPROVAL OF PARTICIPATION IN EDUCATIONAL STIPEND PROGRAM FOR HARD TO RECRUIT POSITIONS

STAFF  
RECOMMEN-  
DATIONS:

APPROVE AN EDUCATIONAL STIPEND FOR MANUEL CHAPA, CLINICAL SERVICES TECHNICIAN, FOR THE SPRING SEMESTER OF 2001 THROUGH THE FALL SEMESTER OF 2002

FISCAL  
IMPACT:

In order to maintain the current level of service, Behavioral Health and Recovery Services will provide backup coverage for the employee participating in the Educational Stipend Program. The fiscal impact will be the cost of an additional half-time Clinical Services Technician estimated at an annual cost of \$28,850. Funds are included in the budget. No additional funding is required.

BOARD ACTION

No.

2001-10

On motion of Supervisor Simon, Seconded by Supervisor Blom, and approved by the following vote, Mayfield, Blom, Simon, Caruso, and Chair Paul

Ayes: Supervisors: None

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: X

1) \_\_\_\_\_ Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

Motion:

Christine Ferraro  
By: Deputy

File No.

ATTEST: REAGAN M. WILSON, Clerk

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**DISCUSSION:** Behavioral Health and Recovery Services has successfully employed the Educational Stipend Program, initiated in 1990 through the Memorandum of Understanding between the County and Social Services Union, SEIU, Local 535, as a means of enhancing recruitment for positions difficult to fill. The Educational Stipend Program offers members of that bargaining unit an opportunity to seek higher educational objectives, as well as allowing the organization to secure qualified, difficult to recruit staff. To date, twelve employees have successfully completed the Educational Stipend Program. With the exception of two employees who left following repayment, all remain employed with the organization as Mental Health Clinicians.

Behavioral Health and Recovery Services has experienced difficulty in recruiting Psychiatric Nurses despite aggressive outreach efforts. It is essential that an appropriate number of licensed Psychiatric Nurses be employed by the organization to ensure compliance with licensing and certification regulations and allow the County to receive appropriate revenue.

Manuel Chapa has been an employee of the County for five years and in the medical field for approximately ten years. He is currently employed at Stanislaus Behavioral Health Center as a Clinical Services Technician. Mr. Chapa is scheduled to graduate following the fall semester of 2002. Following graduation and successful completion of requirements for a Registered Nurse, Mr. Chapa will be promoted to a Psychiatric Nurse position.

Employees selected for the Educational Stipend Program are required to sign an agreement with the County in which they agree that following completion of their education, they will continue their employment with the County for a period of time equal to the time they participated in the Program, plus the hour equivalent of any funds expended for extra-help personnel used to provide backup. This equates to pay back of approximately two hours for each hour that the employee participates in the Program. The agreement also requires that employees who do not complete their education or fail to complete the payback period, pay back all compensation provided by the County through the Educational Stipend Program.

**POLICY  
ISSUE:**

The Board has previously established policy of utilizing the Educational Stipend Program to secure mental health professionals for the purpose of helping fill hard to recruit positions, a method that has proven successful and has worked toward the County's benefit.

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STAFFING

IMPACT:

If approved, Mr. Chapa will work for the organization in his current position for 20 hours per week. The organization will utilize extra-help staff to provide backup for the remaining 20 hours, when necessary, for the duration of the employee's participation in the Program.

## **EDUCATION STIPEND AGREEMENT**

This Agreement is entered into as of the ninth day of January, 2001, at Modesto, California, by and between the County of Stanislaus, hereinafter referred to as "**COUNTY**", and Manuel Chapa, hereinafter referred to as "**CHAPA**", for and in consideration of the mutual promises, covenants, and agreements as are hereinafter set forth.

**WHEREAS**, COUNTY provides an Education Stipend Program designed to fill vacancies in selected County classifications which are difficult to fill, and

**WHEREAS**, CHAPA is enrolled in the Nursing Program, which qualifies him to participate in the Education Stipend Program, and

**WHEREAS**, CHAPA's participation has been approved by the Board of Supervisors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. CHAPA's OBLIGATIONS

- 1.1 CHAPA shall participate in the Education Stipend Program. He shall be enrolled in the Nursing Program at Modesto Junior College, which will lead to an Associate Degree.
- 1.2 CHAPA shall work 20 hours per week as a Clinical Services Technician II while school is in session.
- 1.3 During school vacation periods, CHAPA shall work forty (40) hours per week.
- 1.4 Upon approval of COUNTY, CHAPA may utilize appropriate paid leave time to fulfil the "work" time obligation.
- 1.5 The minimum hours which CHAPA must work, or substitute with accrued leave time, shall not be less than twenty (20) hours per week.
- 1.6 CHAPA will review with, and receive approval from, COUNTY for all schedule changes and absences, in accordance with current COUNTY

policy.

1.7 CHAPA shall use maximum effort to maintain a satisfactory work and school performance record during the term of this Agreement.

1.8 After successful completion of the Nursing program, receipt of an Associate Degree, and registration as a Nurse from the State which are minimum requirements for a Psychiatric Nurse I, CHAPA shall be employed on a full-time basis by COUNTY as a Psychiatric Nurse I. CHAPA shall continue employment as a full-time Psychiatric Nurse I with the COUNTY for a period of time equal to the time CHAPA was enrolled in the Education Stipend Program, exclusive of school vacation periods. CHAPA shall also continue full-time employment with the COUNTY as a Psychiatric Nurse I for the period of time CHAPA's position was covered by an extra-help employee while he participated in the Program. This consecutive obligation shall end when CHAPA has been employed as a Psychiatric Nurse I for the total period of time equal to these hours.

## 2. COUNTY'S OBLIGATIONS

2.2 While CHAPA is enrolled in the Nursing Program, COUNTY shall provide all benefits, including vacation, and sick leave, and compensation associated with full-time employment.

2.3 COUNTY shall provide employment in the amount of twenty (20) hours per work week in CHAPA's current classification.

2.4 CHAPA's actual working hours will be approved and scheduled by COUNTY around CHAPA's course schedule.

2.5 While CHAPA is participating in the Education Stipend Program, COUNTY shall provide him with twenty (20) hours a week as school

leave.

2.6 COUNTY, through Behavioral Health and Recovery Services shall insure that a Psychiatric Nurse I position will be available upon completion of CHAPA's course of study.

2.7 COUNTY shall appoint CHAPA to an available Psychiatric Nurse I position upon completion of the program, at a salary consistent with current COUNTY code provisions.

### 3. OTHER FACTORS

3.1 The maximum time period CHAPA will be employed by COUNTY and participate in the Education Stipend Program, excluding school vacation periods, shall not exceed forty-eight months.

3.2 School attendance, including travel and study time, shall not be considered for the purpose of overtime compensation.

3.3 COUNTY shall not direct CHAPA as to when, where or how CHAPA shall complete the course of study, including setting classroom attendance, courses and study times.

3.4 CHAPA shall not be considered as acting as an agent or representative of COUNTY during time away from the assigned work site. COUNTY shall not be bound or held liable for the actions of CHAPA during his absence from the assigned work site.

3.5 All expenses related to school shall be the obligation of CHAPA.

3.6 If CHAPA voluntarily terminates enrollment in the Nursing Program prior to graduation, CHAPA shall pay the COUNTY one-half of the income received while working twenty (20) hours per week and receiving full pay. In addition, CHAPA shall reimburse COUNTY an amount equal to total

cost incurred by the COUNTY in covering CHAPA's position while he is enrolled in the Program. At its sole discretion and pending Board of Supervisors approval, COUNTY may waive this requirement for hardship reasons.

- 3.7 If, in the judgement of COUNTY, CHAPA's work or school performance is unsatisfactory, or if the school terminates CHAPA's participation in the Nursing program, COUNTY may, at its sole discretion, terminate CHAPA's participation in the Education Stipend Program. Such termination shall in no way affect or reduce CHAPA's obligation to repay COUNTY for costs incurred during his participation in the Education Stipend Program. Exceptions may be made if CHAPA is able to resume the Education Stipend Program at a later date. COUNTY may, at its sole discretion and pending Board of Supervisors approval, waive all or part of the repayment, due to hardship reasons.
- 3.8 If CHAPA is unable to complete the Nursing Program in the required time frame, but remains in good employment and academic standing, COUNTY, pending Board of Supervisors approval, may approve his future participation in the Education Stipend Program.
- 3.9 If, after appointment to the higher classification, CHAPA leaves COUNTY employment for any reason, prior to completing the repayment period, CHAPA shall negotiate with COUNTY a final repayment plan for reimbursement to the COUNTY for costs identified in Paragraph 3.6, with credit given CHAPA for hours already worked toward repayment. If CHAPA fails to negotiate a plan satisfactory to COUNTY, COUNTY shall deduct the balance due from CHAPA's final check. CHAPA shall exercise

expected, COUNTY may terminate this Agreement.


4. TERM

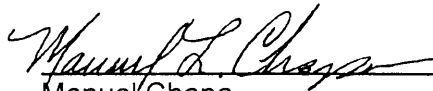
This Agreement shall commence on January 9, 2001, and continue through  
December 31, 2002.

The parties have entered into this Agreement on the day and year first written above.

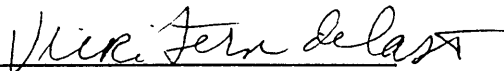
COUNTY OF STANISLAUS  
Behavioral Health and Recovery Services

EMPLOYEE

By   
Larry B. Poaster, Ph.D.  
Director

  
Manuel Chapa

APPROVED AS TO FORM  
Michael H. Krausnick  
COUNTY COUNSEL

By   
Vicki Fern de Castro  
Deputy County Counsel