

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

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES

Urgent _____ Routine X

CEO Concurs with Recommendation YES ph NO _____
(Information Attached)

BOARD AGENDA # *B-15

AGENDA DATE July 31, 2001

4/5 Vote Required YES _____ NO X

SUBJECT:

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

STAFF
RECOMMEN-
DATIONS:

APPROVE AN EDUCATIONAL STIPEND FOR ORLENE BELL, CLINICAL SERVICES
TECHNICIAN, FOR THE SUMMER SEMESTER OF 2001 THROUGH THE FALL
SEMESTER 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 one-half Clinical
Services Technician estimated at an annual cost of \$11,870. Funds are included in the
departmental budget. No additional funding is required.

BOARD ACTION AS FOLLOWS:

No. 2001-565

On motion of Supervisor Blom, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Simon

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

File No.

Christine Ferraro

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

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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 Education 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 Licensed Vocational Nurses despite aggressive outreach efforts. It is essential that an appropriate number of licensed staff be employed by the organization to ensure compliance with licensing and certification regulations and to allow the County to receive appropriate revenue.

Orlene Bell has been an employee of the County since November, 1999. She is currently employed at Stanislaus Behavioral Health Center as a Clinical Services Technician. Ms. Bell has already received her Associates of Arts Degree in Human Services with concentration in chemical dependency. She is scheduled to complete the Emanuel Turlock Licensed Vocational Nursing Program in January, 2003. Following successful completion of requirements for a Licensed Vocational Nurse, Ms. Bell will be promoted to a Licensed Vocational 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 back up. This equates approximately to pay back of two hours for each hour in which 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 using the Educational Stipend Program to secure mental health professionals for the purpose of helping fill hard to recruit positions, a method which has proven successful and has worked toward the County's benefit. This supports the Board goal of delivery of excellent community services by helping insure that appropriately qualified staff are available to deliver behavioral health services.

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

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STAFFING
IMPACT:

If approved, Ms. Bell will work for the organization in her current position for twenty (20) hours per week. The organization will use extra-help staff to provide backup for the remaining twenty (20) hours, when necessary, for the duration of the employee's participation in the Program.



BEHAVIORAL HEALTH AND RECOVERY SERVICES
A MENTAL HEALTH, ALCOHOL AND DRUG SERVICE ORGANIZATION

LARRY B. POASTER, Ph.D.

Director

800 Scenic Drive, Modesto, California 95350

Phone: 209.525.6225 Fax: 209.525.7420

DATE: August 7, 2001

MEMO TO: Suzi Seibert
Stanislaus County Board of Supervisors

FROM: Sharon Dean
Behavioral Health and Recovery Services

RE: Board Agenda # B-15

Agenda Date: 07/31/01

Board Action # 2001-565

The Agreement between Behavioral Health and Recovery Services and Orlene Bell, approved by the BOS on July 31, 2001, is enclosed for your records.

If you have any questions, please call me at 525-6020.

Thank you.

Enclosure

BOARD OF SUPERVISORS
2001 AUG - 8 P 2:44

EDUCATION STIPEND AGREEMENT

This Agreement is entered into as of the tenth day of July, 2001, at Modesto, California, by and between the County of Stanislaus, hereinafter referred to as "**COUNTY**", and Orlene Bell, hereinafter referred to as "**BELL**", 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, BELL is enrolled in the Licensed Vocational Nursing Program, which qualifies her to participate in the Education Stipend Program, and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **BELL's OBLIGATIONS**

- 1.1 BELL shall participate in the Education Stipend Program. She shall be enrolled in the Emanuel Turlock Vocational Nursing Program in Turlock, which will lead to her becoming a Licenced Vocational Nurse.
- 1.2 BELL shall work 20 hours per week as a Clinical Services Technician I while school is in session.
- 1.3 During school vacation periods, BELL shall work forty (40) hours per week.
- 1.4 Upon approval of COUNTY, BELL may use appropriate paid leave time to fulfil the "work" time obligation.
- 1.5 The minimum hours which BELL must work, or substitute with accrued leave time, shall not be less than twenty (20) hours per week.
- 1.6 BELL will review with, and receive approval from, COUNTY for all schedule changes and absences, in accordance with current COUNTY policy.

- 1.7 BELL 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 and registration as a Licensed Vocational Nurse from the State which is the minimum requirement for a Licensed Vocational Nurse, BELL shall be employed on a full-time basis by COUNTY as a Licensed Vocational Nurse. BELL shall continue employment as a full-time Licensed Vocational Nurse with the COUNTY for a period of time equal to the time BELL was enrolled in the Education Stipend Program, exclusive of school vacation periods.
- 1.9 BELL shall also continue full-time employment with the COUNTY as a Licensed Vocational Nurse for the period of time BELL's position was covered by an extra-help employee while she participated in the Program. This consecutive obligation shall end when BELL has been employed as a Licensed Vocational Nurse for the total period of time equal to these hours.
- 1.10 BELL shall provide Behavioral Health and Recovery Services Human Resources and Contracts Division with proof of program completion. Upon receipt, BELL shall also provide Behavioral Health and Recovery Services Human Resources and Contracts Division a copy of her nursing license issued by the state.

2. COUNTY'S OBLIGATIONS

- 2.2 While BELL is enrolled in the Vocational 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 workweek in BELL's current classification.

- 2.4 BELL's actual working hours will be approved and scheduled by COUNTY around BELL's course schedule.
- 2.5 While BELL is participating in the Education Stipend Program, COUNTY shall provide her with twenty (20) hours a week as school leave.
- 2.6 COUNTY, through Behavioral Health and Recovery Services shall insure that a Licensed Vocational Nurse position will be available upon completion of BELL's course of study.
- 2.7 COUNTY shall appoint BELL to an available Licensed Vocational Nurse position upon completion of the program, at a salary consistent with current COUNTY code provisions.

3. OTHER FACTORS

- 3.1 The maximum time period BELL will be employed by COUNTY and participate in the Education Stipend Program, excluding school vacation periods, shall not exceed eighteen (18) 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 BELL as to when, where or how BELL shall complete the course of study, including setting classroom attendance, courses and study times.
- 3.4 BELL 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 BELL during her absence from the assigned work site.
- 3.5 All expenses related to school shall be the obligation of BELL.
- 3.6 If BELL voluntarily terminates enrollment in the Nursing Program prior to graduation, BELL shall pay the COUNTY one-half of the income received

while working twenty (20) hours per week and receiving full pay. In addition, BELL shall reimburse COUNTY an amount equal to total cost incurred by the COUNTY in covering BELL's position while she 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, BELL's work or school performance is unsatisfactory, or if the school terminates BELL's participation in the Vocational Nursing program, COUNTY may, at its sole discretion, terminate BELL's participation in the Education Stipend Program. Such termination shall in no way affect or reduce BELL's obligation to repay COUNTY for costs incurred during her participation in the Education Stipend Program. Exceptions may be made if BELL 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 BELL is unable to complete the Vocational Nursing Program in the required time frame, but remains in good employment and academic standing, COUNTY, pending Board of Supervisors approval, may approve her future participation in the Education Stipend Program.
- 3.9 If, after appointment to the higher classification, BELL leaves COUNTY employment for any reason, prior to completing the repayment period, BELL shall negotiate with COUNTY a final repayment plan for reimbursement to the COUNTY for costs identified in Paragraph 3.6, with credit given BELL for hours already worked toward repayment. If BELL fails to negotiate a plan satisfactory to COUNTY, COUNTY shall deduct the balance due from BELL's final check. BELL shall exercise due

diligence in making arrangements for repayment. COUNTY may seek other venues to collect repayment if BELL fails to negotiate a repayment plan and reimbursement is still due the COUNTY upon BELL's departure from employment with the COUNTY.

3.10 If funding by the State Department of Mental Health does not continue as expected, COUNTY may terminate this Agreement.

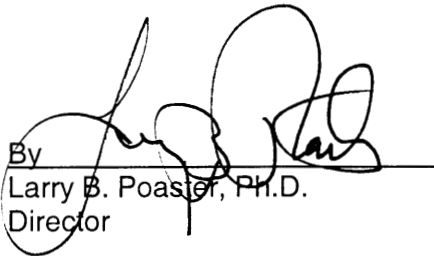
4. TERM

This Agreement shall commence on July ³¹ 11, 2001, and continue through January 17, 2003.

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

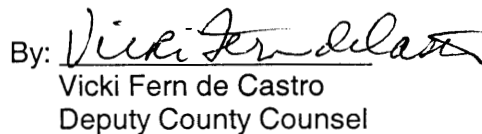
COUNTY OF STANISLAUS
Behavioral Health and Recovery Services

EMPLOYEE

By 
Larry B. Poaster, Ph.D.
Director


Orlene Bell

APPROVED AS TO FORM:
Michael H. Krausnick
COUNTY COUNSEL

By: 
Vicki Fern de Castro
Deputy County Counsel