

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

DEPT: BEHAVIORAL HEALTH AND RECOVERY SERVICES BOARD AGENDA # \*B-3  
Urgent \_\_\_\_\_ Routine X AGENDA DATE August 14, 2001  
CEO Concurs with Recommendation YES NO 4/5 Vote Required YES \_\_\_\_\_ NO X  
(Information Attached)

SUBJECT:

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

STAFF  
RECOMMEN-  
DATIONS:

APPROVE EMPLOYEE EDUCATIONAL STIPEND FOR THE FALL SEMESTER OF  
2001 THROUGH THE SPRING SEMESTER OF 2002 FOR CHARLES YARNELL,  
TRINA STOUGHTENBOROUGH AND JONI VAN BUSKIRK

FISCAL  
IMPACT:

In order to maintain the current level of service, Behavioral Health and Recovery Services will provide backup coverage for the employees participating in the Educational Stipend Program. The fiscal impact will be the cost of an additional half-time Behavioral Health Specialist II for a period of nine months at an estimated cost of \$13,283 and a half-time Psychiatric Technician for ten months at an estimated cost of \$12,905. Expenditures are included in the organization's fiscal year 2001/02 budget. There will be no additional impact to the County's General Fund.

BOARD ACTION AS FOLLOWS:

No. 2001-604

On motion of Supervisor Caruso , Seconded by Supervisor Blom  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy  
Christine Ferraro

File No.

## APPROVAL OF PARTICIPATION IN EDUCATIONAL STIPEND PROGRAMS FOR HARD TO RECRUIT POSITIONS

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**DISCUSSION:** Behavioral Health and Recovery Services has successfully used 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 adding to the recruitment effort for positions that are 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 two employees currently participating in the 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 Mental Health Clinicians and Psychiatric 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 generate appropriate revenue.

The three employees who are being recommended for educational stipends are listed below:

- Charles Yarnell has been an employee of the County since March, 1997. He is currently employed as a Behavioral Health Specialist II with the Drug and Alcohol Program at Behavioral Health Services.
- Trina Stoughtenborough has been employed as a Behavioral Health Specialist with the Children's System of Care since June, 2000.

Both Mr. Yarnell and Ms. Stoughtenborough have finished their first two years of the California State University of Stanislaus' Master of Social Work Program. They are scheduled to complete the program in June, 2001. Following successful completion of requirements for the Master of Social Work Program and a performance evaluation, Mr. Yarnell and Ms. Stoughtenborough will be promoted to Mental Health Clinician positions.

- Joni Van Buskirk has been an employee of the County since October, 1999. She is currently employed as a Licensed Vocational Nurse at Stanislaus Behavioral Health Center. Ms. Van Buskirk is eligible for advanced placement at Modesto Junior College in the Registered Nursing Program due to her LVN license. She is scheduled to complete the Program in June, 2002. Following successful completion of the educational requirements and licensing for a Registered Nurse, Ms. Van Buskirk 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

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

Page 3

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 payback 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 and nursing 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 is available to deliver behavioral health services.

STAFFING  
IMPACT:

If approved, Mr. Yarnell and Ms. Stoughtenborough will work for the organization in their current position for 30 hours per week and Ms. Van Buskirk will work in her current position for 20 hours per week. The organization will use extra-help staff to provide backup for the remaining 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 28, 2001

**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors

**FROM:** Sharon Dean *sd*  
Behavioral Health and Recovery Services

**RE:** Board Agenda # B-3

Agenda Date: 08/14/01

Board Action # 2001-604

The Agreement between Behavioral Health and Recovery Services and Charles Yarnell and Trina Stoughtenborough, for the Educational Stipend Program approved by the BOS on August 14, 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 31 A 10:46

## EDUCATION STIPEND AGREEMENT

This Agreement is entered into as of the 14th day of August 2001, at Modesto, California, by and between the County of Stanislaus, hereinafter referred to as "**COUNTY**", and Trina Stoughtenborough, hereinafter referred to as "**STOUGHTENBOROUGH**", 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**, STOUGHTENBOROUGH is enrolled in a Master's Degree program which qualifies her to participate in the Education Stipend Program, and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. STOUGHTENBOROUGH's OBLIGATIONS
  - 1.1 STOUGHTENBOROUGH shall participate in the Education Stipend Program. She shall be enrolled in the Masters Degree Program at California State University, Stanislaus, which will lead to a Masters Degree in Social Work.
  - 1.2 STOUGHTENBOROUGH shall work 30 hours per week as a Behavioral Health Specialist II, assigned to the Children's System of Care, while school is in session.
  - 1.3 During school vacation periods, STOUGHTENBOROUGH shall work forty (40) hours per week.
  - 1.4 Upon approval of COUNTY, STOUGHTENBOROUGH may utilize appropriate paid leave time to fulfil the "work" time obligation.
  - 1.5 The minimum hours which STOUGHTENBOROUGH must work, or substitute with accrued leave time, shall not be less than thirty (30) hours per week.
  - 1.6 STOUGHTENBOROUGH will review with, and receive approval from, COUNTY for all schedule changes and absences, in accordance with current COUNTY policy.
  - 1.7 STOUGHTENBOROUGH 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 Masters Degree program, and upon

receipt of a Masters Degree, which is a minimum requirement for a Mental Health Clinician, STOUGHTENBOROUGH shall be employed by COUNTY as a Mental Health Clinician I. STOUGHTENBOROUGH shall continue employment with the COUNTY as a Mental Health Clinician I for a period of time equal to the time STOUGHTENBOROUGH was enrolled in the Education Stipend Program, exclusive of school vacation periods.

- 1.9 STOUGHTENBOROUGH shall also continue employment with the COUNTY as a Mental Health Clinician I for the period of time STOUGHTENBOROUGH's position was covered by an extra-help employee while she participated in the Program. This consecutive obligation shall end when STOUGHTENBOROUGH has been employed as a Mental Health Clinician I for the total period of time equal to these hours.
- 1.10 STOUGHTENBOROUGH shall provide Behavioral Health and Recovery Services Human Resources and Contracts Division with proof of program completion. Upon receipt, STOUGHTENBOROUGH shall also provide Behavioral Health and Recovery Services Human Resources and Contracts Division with a copy of her MSW license.

## 2. COUNTY'S OBLIGATIONS

- 2.2 While STOUGHTENBOROUGH is enrolled in the Masters Degree program, COUNTY shall provide all benefits, including vacation, sick leave, and compensation associated with full-time employment.
- 2.3 COUNTY shall provide employment in the amount of thirty (30) hours per workweek in STOUGHTENBOROUGH's current classification.
- 2.4 STOUGHTENBOROUGH's actual working hours will be approved and scheduled by COUNTY around STOUGHTENBOROUGH'S course schedule.
- 2.5 While STOUGHTENBOROUGH is participating in the Education Stipend Program, COUNTY shall provide STOUGHTENBOROUGH with ten (10) hours a week as school leave.
- 2.6 COUNTY, through Behavioral Health and Recovery Services shall insure that a Mental Health Clinician I position will be available upon completion of STOUGHTENBOROUGH'S course of study.
- 2.7 COUNTY shall appoint STOUGHTENBOROUGH to an available Mental Health Clinician 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 STOUGHTENBOROUGH will be employed by COUNTY and participate in the Education Stipend Program, excluding school vacation periods, shall not exceed forty-eight (48) 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 STOUGHTENBOROUGH as to when, where or how STOUGHTENBOROUGH shall complete the course of study, including setting classroom attendance, courses and study times.
- 3.4 STOUGHTENBOROUGH 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 STOUGHTENBOROUGH during her absence from the assigned work site.
- 3.5 All expenses related to school shall be the obligation of STOUGHTENBOROUGH.
- 3.6 If STOUGHTENBOROUGH voluntarily terminates enrollment in the Masters Degree program prior to graduation, STOUGHTENBOROUGH shall pay the COUNTY one-quarter of the income received while working thirty (30) hours per week and receiving full pay. In addition, STOUGHTENBOROUGH shall reimburse COUNTY an amount equal to total cost incurred by the COUNTY in covering STOUGHTENBOROUGH'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, STOUGHTENBOROUGH's work or school performance is unsatisfactory, or if the school terminates STOUGHTENBOROUGH's participation in the Masters Degree program, COUNTY may, at its sole discretion, terminate STOUGHTENBOROUGH's participation in the Education Stipend Program. Such termination shall in no way affect or reduce STOUGHTENBOROUGH's obligation to repay COUNTY for costs incurred during her participation in the Education Stipend Program. Exceptions may be made if STOUGHTENBOROUGH 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.

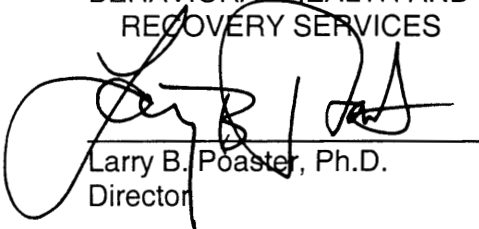
- 3.8 If STOUGHTENBOROUGH is unable to complete the Masters Degree program in the required time frame, but remains in good employment and academic standing, COUNTY, pending Board of Supervisors approval, may approve her future participation in the Education Stipend Program.
- 3.9 If, after appointment to the higher classification, STOUGHTENBOROUGH leaves COUNTY employment for any reason, prior to completing the repayment period, STOUGHTENBOROUGH shall reimburse the COUNTY for the costs identified in Paragraph 3.6, with credit given STOUGHTENBOROUGH for hours already worked toward repayment.
- 3.11 If funding by the State Department of Mental Health does not continue as expected, COUNTY may terminate this Agreement.

4. TERM

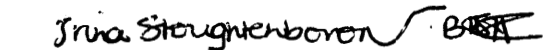
This Agreement shall commence on September 6, 2001, and continue through June 1, 2001.

In witness whereof, the parties have entered into this Agreement on the day and year first written above.

BEHAVIORAL HEALTH AND  
RECOVERY SERVICES

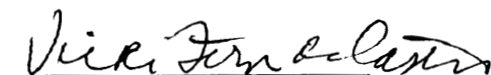


Larry B. Poaster, Ph.D.  
Director



Trina Stoughtenborough  
1629 Gardenia Road  
Modesto, CA 95350

APPROVED AS TO FORM  
Michael H. Krausnick  
COUNTY COUNSEL



Vicki Fern de Castro  
Deputy County Counsel



## EDUCATION STIPEND AGREEMENT

This Agreement is entered into as of the 14th day of August 2001, at Modesto, California, by and between the County of Stanislaus, hereinafter referred to as "**COUNTY**", and Charles Yarnell, hereinafter referred to as "**YARNELL**", 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**, YARNELL is enrolled in a Master's Degree program which qualifies him to participate in the Education Stipend Program, and

**WHEREAS**, YARNELL's participation has been approved by the Board of Supervisors. NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### 1. YARNELL'S OBLIGATIONS

- 1.1 YARNELL shall participate in the Education Stipend Program. He shall be enrolled in the Masters Degree Program at California State University, Stanislaus, which will lead to a Masters Degree in Social Work.
- 1.2 YARNELL shall work thirty (30) hours per week as a Behavioral Health Specialist II, assigned to Alcohol and Drug System of Care, while school is in session.
- 1.3 During school vacation periods, YARNELL shall work forty (40) hours per week.
- 1.4 Upon approval of COUNTY, YARNELL may utilize appropriate paid leave time to fulfil the "work" time obligation.
- 1.5 The minimum hours which YARNELL must work, or substitute with accrued leave time, shall not be less than thirty (30) hours per week.
- 1.6 YARNELL will review with, and receive approval from, COUNTY for all schedule changes and absences, in accordance with current COUNTY policy.
- 1.7 YARNELL 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 Masters Degree program, and upon receipt of a Masters Degree, which is a minimum requirement for a Mental Health Clinician, YARNELL shall be employed by COUNTY as a Mental Health Clinician I. YARNELL shall continue employment with the

COUNTY as a Mental Health Clinician I for a period of time equal to the time YARNELL was enrolled in the Education Stipend Program, exclusive of school vacation periods.

1.9 YARNELL shall also continue employment with the COUNTY as a Mental Health Clinician I for the period of time YARNELL's position was covered by an extra-help employee while he participated in the Program. This consecutive obligation shall end when YARNELL has been employed as a Mental Health Clinician I for the total period of time equal to these hours.

1.10 YARNELL shall provide Behavioral Health and Recovery Services Human Resources and Contracts Division with proof of program completion. Upon receipt, YARNELL shall also provide Behavioral Health and Recovery Services Human Resources and Contracts Division with a copy of the MSW license.

## 2. COUNTY'S OBLIGATIONS

2.2 While YARNELL is enrolled in the Masters Degree program, COUNTY shall provide all benefits, including vacation, sick leave, and compensation associated with full-time employment.

2.3 COUNTY shall provide employment in the amount of thirty (30) hours per workweek in YARNELL's current classification.

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

2.5 While YARNELL is participating in the Education Stipend Program, COUNTY shall provide YARNELL with ten (10) hours a week as school leave.

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

2.7 COUNTY shall appoint YARNELL to an available Mental Health Clinician 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 YARNELL will be employed by COUNTY and participate in the Education Stipend Program, excluding school vacation periods, shall not exceed forty-eight (48) 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 YARNELL as to when, where or how YARNELL shall complete the course of study, including setting classroom attendance, courses and study times.
- 3.4 YARNELL 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 YARNELL during his absence from the assigned work site.
- 3.5 All expenses related to school shall be the obligation of YARNELL.
- 3.6 If YARNELL voluntarily terminates enrollment in the Masters Degree program prior to graduation, YARNELL shall pay the COUNTY one-quarter of the income received while working thirty (30) hours per week and receiving full pay. In addition, YARNELL shall reimburse COUNTY an amount equal to total cost incurred by the COUNTY in covering YARNELL'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, YARNELL's work or school performance is unsatisfactory, or if the school terminates YARNELL's participation in the Masters Degree program, COUNTY may, at its sole discretion, terminate YARNELL'S participation in the Education Stipend Program. Such termination shall in no way affect or reduce YARNELL'S obligation to repay COUNTY for costs incurred during his participation in the Education Stipend Program. Exceptions may be made if YARNELL 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 YARNELL is unable to complete the Masters Degree 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, YARNELL leaves COUNTY employment for any reason, prior to completing the repayment

period, YARNELL shall reimburse the COUNTY for the costs identified in Paragraph 3.6, with credit given YARNELL for hours already worked toward repayment.

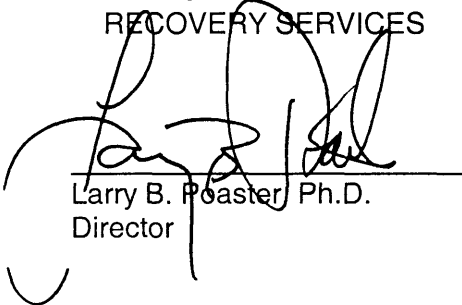
3.11 If funding by the State Department of Mental Health does not continue as expected, COUNTY may terminate this Agreement.

4. TERM

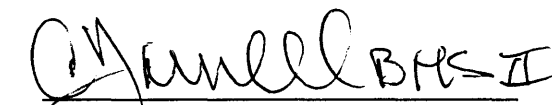
This Agreement shall commence on September 6, 2001, and continue through June 1, 2002.

In witness whereof, the parties have entered into this Agreement on the day and year first written above.

BEHAVIORAL HEALTH AND  
RECOVERY SERVICES

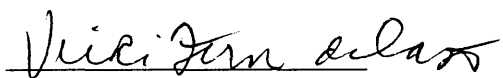


Larry B. Roaster Ph.D.  
Director



Charles Yarnell  
1225 Del Rey Avenue  
Modesto, CA 95350

APPROVED AS TO FORM  
Michael H. Krausnick  
COUNTY COUNSEL



Vicki Fern de Castro  
Deputy County Counsel



**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:** February 27, 2002

**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors

**FROM:** Sharon Dean *SD*  
Behavioral Health and Recovery Services

**RE:** Board Agenda # B-3

Agenda Date: 08/14/01

Board Action # 2001-604

The Agreement for Joni Van Buskirk is not fully executed. Anticipate student will start in spring 2002.

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

Thank you.

Enclosure

## **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 Joni Van Buskirk, hereinafter referred to as "**VAN BUSKIRK**", 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**, VAN BUSKIRK is enrolled in the Registered Nursing Program, which qualifies her to participate in the Education Stipend Program, and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. VAN BUSKIRK 's OBLIGATIONS

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

policy.

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

- 2.4 VAN BUSKIRK's actual working hours will be approved and scheduled by COUNTY around VAN BUSKIRK's course schedule.
- 2.5 While VAN BUSKIRK 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 Psychiatric Nurse position will be available upon completion of VAN BUSKIRK's course of study.
- 2.7 COUNTY shall appoint VAN BUSKIRK to an available Psychiatric 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 VAN BUSKIRK 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 VAN BUSKIRK as to when, where or how VAN BUSKIRK shall complete the course of study, including setting classroom attendance, courses and study times.
- 3.4 VAN BUSKIRK 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 VAN BUSKIRK during her absence from the assigned work site.
- 3.5 All expenses related to school shall be the obligation of VAN BUSKIRK.
- 3.6 If VAN BUSKIRK voluntarily terminates enrollment in the Nursing Program



prior to graduation, VAN BUSKIRK shall pay the COUNTY one-half of the income received while working twenty (20) hours per week and receiving full pay. In addition, VAN BUSKIRK shall reimburse COUNTY an amount equal to total cost incurred by the COUNTY in covering VAN BUSKIRK'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, VAN BUSKIRK's work or school performance is unsatisfactory, or if the school terminates VAN BUSKIRK's participation in the Nursing program, COUNTY may, at its sole discretion, terminate VAN BUSKIRK's participation in the Education Stipend Program. Such termination shall in no way affect or reduce VAN BUSKIRK's obligation to repay COUNTY for costs incurred during her participation in the Education Stipend Program. Exceptions may be made if VAN BUSKIRK 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 VAN BUSKIRK 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 her future participation in the Education Stipend Program.
- 3.9 If, after appointment to the higher classification, VAN BUSKIRK leaves COUNTY employment for any reason, prior to completing the repayment period, VAN BUSKIRK shall negotiate with COUNTY a final repayment plan for reimbursement to the COUNTY for costs identified in Paragraph

3.6, with credit given VAN BUSKIRK for hours already worked toward repayment. If VAN BUSKIRK fails to negotiate a plan satisfactory to COUNTY, COUNTY shall deduct the balance due from VAN BUSKIRK's final check. VAN BUSKIRK shall exercise due diligence in making arrangements for repayment. COUNTY may seek other venues to collect repayment if VAN BUSKIRK fails to negotiate a repayment plan and reimbursement is still due the COUNTY upon VAN BUSKIRK'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 September 4, 2001, and continue through June 30, 2001.

In witness whereof, the parties have entered into this Agreement on the day and year first written above.

COUNTY OF STANISLAUS  
Behavioral Health and Recovery Services

By \_\_\_\_\_  
Larry B. Poaster, Ph.D.  
Director

\_\_\_\_\_  
Joni Van Buskirk  
10005 Oak Knoll  
Oakdale, CA 95361

APPROVED AS TO FORM:  
Michael H. Krausnick  
COUNTY COUNSEL

By: Vicki Fern de Castro  
Vicki Fern de Castro  
Deputy County Counsel