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2:09PM

ARTICLE 12 - PROFESSIONAL DEVELOPMENT AND TUITION REIMBURSEMENT

Section 12.1 - Professional Development Fund Note that this is a redistribution proposal.
The increase to Professional Development Fund (12.1) is tied to the decrease to the Tuition Reimbursement Fund (12.2).

a) General

1. The County will fund, on a matching basis, up to one hundred and twenty sixty thousand dollars (~~\$160,000~~120,000) per fiscal year for group and individual professional development, California Board of Registered Nursing (BRN) Registered Nurse licensure, certification and recertification in a nursing specialty, and for education, as described in sections "b" and "c". An additional amount of fifteen thousand dollars (\$15,000) per fiscal year shall be funded for the use by nurses in the classifications of Nurse Practitioner and Clinical Nurse Specialist for individual claims that are beyond the \$400 annual matching limits. Funds not used for any period shall be carried over for use in the next period.

b) Individual

1. Funded on a matching basis: twenty-five percent (25%) by the nurse and seventy-five percent (75%) by the County, up to a maximum County contribution of four hundred dollars (\$400) for nurses in the classifications of Clinical Nurse I, II, & III, Psychiatric Nurse I & II, Nurse Coordinator, Staff Developer, Infection Control Nurse, Assistant Nurse Manager, and Certified Registered Nurse Anesthetist per fiscal year. For nurses in the classifications of Nurse Practitioner and Clinical Nurse Specialist the matching cap is one-thousand two-hundred (\$1,200) per fiscal year.
2. The requested expenditure must relate to the nurse's job or one to which the nurse could reasonably aspire within County service.
3. Requests will be processed on a "first come, first served" basis, but priority will be given to first requests by an individual for the current year.
4. At least five (5) working days must be allowed for prior approval in the amount of the estimated County contributions for authorized expenses other than licensure reimbursement.
5. Allowable expenses shall include but not be limited to: certifications and recertifications in a nursing specialty; conference and seminar registration

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fees; actual cost of California BRN Registered Nurse licensure fees; tuition not reimbursed under the tuition reimbursement program; membership in a professional Nursing Organization; books and materials required for a conference, seminar or course; expenses for travel out of the county to attend a conference, seminar or course, including transportation, meals, lodging, car rental, etc., per County reimbursement policy, procedures and schedules.

Additional allowable expenses for Advance Practice Nurses shall also include, journal subscriptions and books related to the nurse's clinical area.

The only expense eligible for one hundred percent (100%) reimbursement from the RNPA Professional Development Fund shall be the actual cost of California BRN Registered Nurse, Nurse Practitioner, or Certified Registered Nurse Anesthetist licensure renewal.

6. An itemized statement of expenses for programs shall be submitted by the nurse for reimbursement or accounting as the case may be.
7. All nurses whose BRN licenses expire during the term of the agreement must present a receipt or other proof of payment and/or the renewed BRN license within sixty (60) calendar days after expiration of the BRN license in order to receive reimbursement. Requests must be submitted on a form provided by the County.
8. Substitute courses may be approved when approved courses are found to be unavailable.

c) Group

1. Funded on a matching basis: twenty-five percent (25%) by the participating nurses and/or the Association, and seventy-five percent (75%) by the County.
2. The Association will plan and budget group programs for review and approval by the County/Association Committee. Each proposed program will be considered separately on its own merits.
3. The Association will administer the approved programs, making all the necessary arrangements, etc.

d) Quarterly Financial Statement

A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each quarter.

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Section 12.2 - Tuition Reimbursement Note that this is a redistribution proposal. The increase to Professional Development Fund (12.1) is tied to the decrease to the Tuition Reimbursement Fund (12.2). Cyclical dates need to be updated based on new contract term.

a) Fund

The County shall maintain a tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of two hundred and ~~sixty-five~~ twenty-five thousand dollars (~~\$265,000~~225,000) per fiscal year. One quarter (1/4) of each year's fund will be available on the following quarterly dates:

~~Fiscal Year 19-20~~

~~3rd quarter - January 1, 2020
4th quarter - April 1, 2020~~

~~Fiscal Year 20-21~~

~~1st quarter - July 1, 2020
2nd quarter - October 1, 2020
3rd quarter - January 1, 2021
4th quarter - April 1, 2021~~

~~Fiscal Year 21-22~~

~~1st quarter - July 1, 2021
2nd quarter - October 1, 2021
3rd quarter - January 1, 2022
4th quarter - April 1, 2022~~

~~Fiscal Year 22-23~~

~~1st quarter - July 1, 2022
2nd quarter - October 1, 2022
3rd quarter - January 1, 2023
4th quarter - April 1, 2023~~

~~Fiscal Year 23-24~~

~~1st quarter - July 1, 2023
2nd quarter - October 1, 2023~~

Funds not used for any period shall be carried over for use in the next period. Funds shall be encumbered to fifteen percent (15%) above the amount allotted for each funding period for the first one-and-one half fiscal years including any unused amount carried over from the prior funding period. This additional amount for

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encumbrance for the last one-half fiscal year of this Agreement may be decreased based on the actual usage pattern. No amount may be approved or expended beyond funds available for the term of the Agreement.

b) Eligibility

Nurses are eligible to participate in the program provided:

1. The nurse is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
2. The training undertaken is related to the nurse's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or their designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program.

c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the nurse within ten (10) working days of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a nurse disagrees with the disapproval and files a grievance, they shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph b(5) above. If a final determination is made against the nurse, time off shall be made up by working, charging Paid Time Off (PTO) or comp time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the nurse, they shall be fully reimbursed in accordance with this Section.

d) Reimbursement

Total reimbursement for each nurse participating in the program will not exceed one thousand two hundred dollars (\$1,200) per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the nurse. Within the above limit, nurses shall receive full immediate reimbursement for

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tuition, including approved home study courses and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

e) Deduction Authorization

The nurse shall sign a note which states that, upon receipt of reimbursement, they authorize:

1. Deduction from their wages in the event they do not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if they leave County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if they leave County employment before completion of the course.
4. Any monies deducted from nurses under this Section will be redeposited into the Tuition Reimbursement Fund.

f) Make-Up Time

Nurses taking a course only available during working hours must make up fifty percent (50%) of the time away from the job. Make-up time may be deducted from the nurse's accrued educational leave, Paid Time Off (PTO) or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The department will make every effort to allow the nurse time off except where the payment of overtime will result. A nurse and the appropriate level of management may mutually rearrange the duty shift beyond eight (8) hours but within the eighty (80) hour pay period for purposes of participating in non-duty education and/or training deemed by the County to be to the benefit of the nurse and the County and such arrangement will be considered a waiver of Section 8.2.

g) Quarterly Financial Statement

A quarterly financial statement shall be forwarded to the Association on the status of the fund no later than two (2) weeks after the end of each period.

h) Effective October 1, 2023, uUpon request of the Association, the parties shall meet to review and discuss the usage of the tuition reimbursement fund.

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