



AN ANALYSIS OF PROFESSIONAL DEVELOPMENT CLAUSES

Virtually all teachers' contracts in New Jersey contain at least one clause addressing professional development. The most common of these contractual provisions address tuition reimbursement, but clauses that provide paid days off for attendance at workshops and seminars or professional visitations to other districts, or address movement on the guide, also reflect compensation for professional development. In fact, many contracts in New Jersey contain some or all of these provisions.

The prevalence of these clauses can be attributed, in part, to the perceived mutual benefits that both parties could derive from these provisions. These clauses provided teachers who chose to pursue additional education with full, or partial, board payment of their costs. In addition, since the attainment of additional credits has traditionally resulted in horizontal movement on the guide, these clauses also promised an increase in salary, unrelated to additional years of teaching experience. Traditionally, boards of education also supported these clauses as a means of encouraging their staff to seek the ongoing professional development desired by the board. To meet their goals, boards focused their analysis on existing provisions, or on bargaining proposals, to determine how to improve their ability to achieve their goals for professional growth, to provide better administrative control, and to obtain greater predictability of costs.

With the May 1998 adoption of the Continuing Education Code,¹ these clauses have taken on a new meaning for both parties. The state requirement that all active teachers obtain 100 clock hours of continuing education every five years means that all teachers will, to various degrees, become involved in professional development. Now that all their members will be affected by the costs of continued training, unions are likely to attach more importance to these clauses and to seek additional, extended benefits for their membership. Conversely, boards may no longer be as committed to fostering a local goal of ongoing education and may become more alert to the cost and administrative implications of existing contractual clauses and bargaining proposals.

Paying for professional development remains a negotiable term and condition of employment that is unrestricted by statutes or regulations. The parties are thus free to agree to any provision that is, ultimately, found to be mutually acceptable. Boards must be prepared to analyze existing contractual provisions, and bargaining proposals, to determine the impact of their language on boards' ability to meet district goals. An examination of the components of professional development clauses can help boards of education to identify the particular areas of the provisions that can protect, or impair, their ability to achieve fiscal and administrative control.

Analyzing a Tuition Reimbursement Clause

A contractual provision is composed of a number of components that define the extent of both parties' contractual rights and obligations. Components of a tuition reimbursement clause that provide tight, specific and restrictive conditions for compensation generally result in a clause that provides greater ability for a board to control the implementation and the administration of the benefit. An examination of some possible variations in specific components of a tuition reimbursement clause will illustrate the point.

The Components of the Clause

Eligibility for Benefit Which employees are eligible to receive reimbursement? Are all employees eligible or are there specific eligibility requirements?

Tuition reimbursement is typically a benefit available to certificated staff. Some contracts further restrict eligibility to only full-time, tenured teachers. Others provide a lesser level of reimbursement to nontenured or part-time teachers. The number of teachers who are eligible for reimbursement will, of course, be a contributing factor in a district's total costs. The continuing education requirement, which applies to all active teachers, increases the importance of achieving control over teachers' eligibility, as long as those restrictions do

¹ For a full discussion of the continuing education requirement, please see the article "The Continuing Education Requirement and Boards of Education" in the Selected Topics section of *The Negotiations Advisor*. For a full discussion of the impact of the continuing education requirement on negotiations, please see the article "Negotiations of Continuing Education Issues" in the Selected Topics section of *The Negotiations Advisor*.

not conflict with a local board's goals or fundamental principles.

Course Requirement Will the board pay tuition for all courses? Or will courses need to meet certain standards? Does the cost of registration at workshops, seminars and other training activities qualify for reimbursement?

Some contracts provide reimbursement of any course work or workshop taken by eligible teachers. Others have limited reimbursement to specified formal course work, including: courses taken at an accredited college or university; courses that have received prior approval from the superintendent; graduate courses; graduate courses taken in the pursuit of a formal advanced degree; or courses in the area of the teachers' assignment or certification. In addition, some contracts increase their restrictions by specifically excluding certain courses from reimbursement, such as: courses required for certification; noncredit courses; undergraduate courses; or workshops and seminars.

Defined restrictions on course work eligibility for reimbursement have always been an important factor in controlling districts' potential reimbursement costs. The protective advantage of these provisions will increase under the continuing education requirement: in the absence of contractual limitations, unions are likely to claim a contractual entitlement for all course work approved by the State to fulfill the 100-hour requirement.

The advantages of defined standards for reimbursement will, of course, depend on the degree of the contract's restriction. The tighter the standard, the fewer the number of qualifying courses, and the greater the amount of board control. Tighter definitions will become even more important under the continuing education requirement which establishes a very broad range of professional activities, including workshops, seminars and conferences, that can satisfy the continuing education obligation. Contract language, or past practices, that exclude reimbursement of those types of professional development and is strictly limited to certain graduate work, will be most beneficial to controlling boards' costs.

Exceptions to Requirements Contracts that establish clear standards for reimbursement of costs of professional development may also contain specifically defined exceptions to the contract's general rule. For example, contracts can provide that, notwithstanding the listed restrictions, courses or workshops that a teacher is required to take by the administration, or courses or workshops identified in teachers' Professional Improvement Plans (PIPs), will be fully reimbursed by the board. These contractual exceptions once provided flexibility for both the teacher and the district. However, under the continuing education requirement, this type of exception may lead to expensive and unanticipated board expenditures: the procedures of the Continuing Education Code requires that the contents of a teacher's professional development be defined in each individual teacher's PIPs; thus, payment for all the costs of course work and workshops identified in teachers' PIPs to fulfill their continuing education requirement will automati-

cally become the board's full responsibility, unless a maximum payment or a "cap" is included in the provision.

Application and Approval Procedures How will eligible teachers notify the board of their intent to enroll in reimbursable courses? Will prior administrative approval be a prerequisite for reimbursement?

Established procedures and deadlines for application for tuition reimbursement increases a district's control over reimbursable costs. Reimbursement becomes conditioned on eligible teachers' compliance with that requirement and the board's obligation to fund otherwise reimbursable courses or workshops is nullified by teachers' failure to follow contractual procedures. In addition, if the application deadlines are meaningful, these procedures permit a board to accurately predict its upcoming reimbursement obligations.

Further, requiring the superintendent's prior approval establishes an additional degree of control over both the courses taken and the district's costs. Reimbursement is not simply linked to a general contractual definition of eligible course work, but also requires the administration's review that district payment for that work is appropriate and relevant to the teacher's specific role in the district. Prior administrative approval also permits the administration to review the course work's compliance with contractual definitions before the teacher expects reimbursement of the costs incurred in taking the course. Again, all of these procedures providing board control gain in importance under the continuing education requirement.

Additional Conditions for Reimbursement Is reimbursement conditioned upon other factors? Are there any other prerequisites for reimbursement?

Contracts frequently condition reimbursement upon a teacher's completion of the approved course work. Some contracts simply require the teacher to provide evidence of attendance. Other contracts require demonstration of successful completion of the course work; and, increasingly, contracts also define standards of success by requiring a minimum grade such as: "satisfactory completion," or "a minimum grade of B."

Traditionally, defined standards of successful completion gave boards some assurance that the teacher had demonstrated a degree of mastery of the course work. The standards also provided additional administrative and fiscal control over the board's reimbursement costs. These standards will continue to serve boards well and may even be extended to provide that teachers would receive reimbursement for qualifying course work or workshops when their next evaluations demonstrate an improvement in their instructional techniques.

Maximum Annual Number of Credits Per Teacher Is there a contractual limit on the number of credits or workshops that are reimbursable or will all qualifying courses be reimbursed?

Specific limits on the number of credits that will be reimbursed to any one teacher have provided both fiscal and administrative controls. Without these restrictions, a

board could have been faced with the obligation to fund 30 credits for one teacher in one year. Not only would this have created an unexpectedly high expenditure, but it could also have resulted in a situation where attention to instructional responsibilities became secondary to the teacher's commitment to advanced education. Accordingly, many boards have negotiated limitations on the number of courses they will reimburse to any teacher in any one year. While the number of agreed upon reimbursable courses vary among districts, six credits per year per teacher appears to be the most common agreement.

In the past, when enrolling in course work was generally an individual decision not pursued by all teachers in the district, this limitation may have contributed to the board's ability to control the use of the benefit as well as its short and long-term costs. However, under the continuing education requirement, all teachers will now be engaging in some form of continued education and a per teacher annual limitation, in and of itself, may no longer be effective in containing costs. Keep in mind that the continuing education requirement of 100 clock hours of approved training every five years translates to a little more than six credit hours of college or graduate course work.

Rate of Reimbursement Is the board obligated to full or partial reimbursement? Is reimbursement limited to the cost of tuition or registration or does it include reimbursement of expenses affiliated with attendance?

The amount of reimbursement is an important factor in tuition reimbursement provisions. It not only establishes the amount and type of support teachers can expect, but it can also define the board's fiscal obligation. Some contracts commit the board to pay the full cost of a course; others tie their reimbursement to the "state college rate"; and still others base their reimbursement on a set percentage of the course work or a flat dollar amount for each course. Establishing a uniform rate, whether based on the state college rate or a flat dollar amount, provides each eligible teacher with the same amount of reimbursement for course work, regardless of where the course is taken and its actual cost. Some boards have supported that approach as the fairest way of allocating their resources.

In addition, some contracts define boards' reimbursement obligation to include the costs of other expenditures affiliated with taking courses, such as: parking, travel, registration fees, or instructional materials. Others specifically exclude all, or some, of these costs from the reimbursable amount. All of these factors, which contribute to districts' costs of funding their teachers' professional development, will continue to be important considerations under the continuing education requirement.

Maximum Amount of Reimbursement Is the board's obligation open-ended? Are there limitations on the board's total expenditures towards each teacher or towards the district's total obligation?

Contractual provisions that establish specific limits on both the number of reimbursable courses and on the board's rate of reimbursement for each course are essentially establishing a "cap" on the board's reimbursement

obligation for each teacher. However, that maximum board obligation may change, if the rate of reimbursement is based on the state college rate and that rate is increased during the life of the contract. Some contracts have attempted to avoid the possibility of an escalating "cap" by clearly and specifically defining the board's total obligation to each teacher. An example of this type of language is a provision that states:

Reimbursement shall not exceed \$500 per year per teacher.

This type of language can insulate a board from possible increases in tuition costs or in the number of credits it is willing to support for any one teacher. It does not, however, protect a board against an escalation of costs that is due to an increase in the number of teachers who chose to engage in continuing education.

In the past, this type of "cap" may have provided sufficient predictability and control to local districts. While all eligible teachers could, theoretically, qualify for this reimbursement, districts' experience clearly demonstrated limited and rather predictable utilization of the benefit and thus the clause enabled a district to establish a fairly reliable anticipated expenditure. However, under the continuing education requirement, all teachers in a district may use the benefit every year. As such, while this type of "cap" can guarantee that a board's costs will not exceed \$500 multiplied by the number of teachers employed by the district, it does not guard against the possibility of an unexpectedly high and unacceptable total expenditure for the district as a result of all teachers' participation in continuing education.

Other contract language may provide greater control of total costs. For example, some contracts not only contain a negotiated "cap" on each teacher's level of reimbursement, but also include a maximum on the district's total reimbursement obligation by negotiated language that provided:

"Reimbursement shall not exceed \$500 per year per teacher. The maximum total payment under this article shall not exceed \$50,000 per year."

This type of total cap provides the board with the maximum ability to predict and to control its total reimbursement costs. It avoids surpassing these costs during the life of the contract. It also assures that increases will result from deliberate negotiations that will include careful costing of the total settlement as well as an assessment of the acceptability and affordability of raising the total cap. This type of cap in a current agreement also avoids the unexpected and automatic increases that can be triggered by an increase in the number of teachers enrolling in formal course work and related continuing education activities in any one year. Clearly, a total cap continues to be an excellent means of protecting a board against unexpected and unaffordable increases.

The one potential problem of a total cap is the possibility of problems that may arise with its administration and

implementation, especially if the number of teachers now pursuing course work will exceed the defined district obligation. How will the total cap be administered? Who will receive priority, if requests for reimbursement exceed the established cap? Will attendance at meritorious courses in the spring semester be affected by unusually high enrollment during the fall and winter months? These potential problems, however, should not deter boards from retaining existing total caps, or from seeking the addition of a maximum district reimbursement to their current provisions. Rather, these identified problems can be resolved through the negotiations of reimbursement procedures.

Reimbursement Procedures When will teachers receive their reimbursement? How will that reimbursement occur?

Typically, contracts provide some consistent and uniform manner of reimbursement. Reimbursement procedures include: teachers' obligation to provide verification of attendance and submission of grade transcripts; and timing of reimbursement. Some contracts provide uniform dates of reimbursement, based on the date that the transcript is received. For example:

Transcripts for fall courses must be submitted to the board office no later than February 1; reimbursement for fall courses shall occur the third Monday in March. Transcripts for spring courses must be submitted no later than August 1; reimbursement shall occur on the third Monday of September. Transcripts for summer courses must be submitted no later than November 1; reimbursement shall occur on the second Monday in December.

Reimbursement procedures, and schedules of payment, are an important component of these clauses. Nevertheless, negotiated procedures should not become cumbersome for the district's administration and staff who are responsible for the implementation of the procedure must be consulted in analyzing the impact of existing, or proposed, procedures.

In addition to these relatively routine procedures, the reimbursement process can be used to address the problems of administering a total district cap. A contract can provide, for example, that:

Teachers must receive the superintendent's prior written approval that the cost of their requested course will qualify for reimbursement. Transcripts for course work completed during the school year must be submitted to the Business Administrator before the last day of school. The amount of reimbursement for each course taken by each teacher shall be determined on July 1, by dividing the number of courses into the total district cap. Reimbursement based on this schedule will occur on the first pay day in September.

or

Payment shall occur on the 1st of August following the end of the school year. In the event the district's cap is exceeded, reimbursement shall be prorated.

This approach guarantees proportional reimbursement of the costs of all approved courses, within the amount of the district's total cap. It also assures that the cap will not be used to deny reimbursement of otherwise eligible courses and that all teachers will be reimbursed in an uniform and consistent manner in each year of the agreement.

Movement on the Guide Will all reimbursed courses count towards credit for guide placement? When will guide movement occur?

Some contracts permit all courses that are reimbursable to be credited towards horizontal movement on the guide. Others establish stronger restrictions and permit only certain courses, such as graduate courses to count towards guide placement, and specifically exclude others. Still other contracts credit all additional course work, whether reimbursable by the district or not, towards advancement on the guide. Some contracts also provide for a conversion of hours spent in inservice, workshops or seminars to credit hours for purposes of movement on the guide. That issue is completely negotiable, and there is no legal obligation for a board to allow all course work to count towards placement on an advanced column of the guide.

These particular provisions have always held "hidden" implications for a district's total costs of continuing professional development. As teachers move to an adjacent column of the guide, in recognition of the attainment of additional education experience, they receive an increase in salary. Traditionally, the cost of these salary increases have been paid by the board, but have not been counted in the total costs of the negotiated settlement. Therefore, this "breakage" resulted in additional but hidden, long-term costs of employment for a board of education. In addition, while not part of the settlement, these increased salaries are included in the board's total cost of employment, or the salary base, that is used in subsequent negotiations to calculate the cost of the future increase. Thus, this guide movement results in an increased base that yields a greater dollar increase in the next round of negotiations.

The cost impact of movement on the guide is likely to increase with the onset of the continuing education requirement. This is particularly true for districts that have little or no restrictions on course work eligibility for movement on the guide and for those districts that convert inservice and workshop hours to credit hours for the purpose of guide movement. As more teachers obtain additional credits, a larger proportion of the staff may become eligible for horizontal movement on the guide during the life of a contract. Thus, districts' costs of funding their salary guides are likely to increase. Boards will, therefore, need to pay specific and close attention to the conditions

² For a full discussion of past practice, please see *The Negotiations Advisor* article "The Meaning and Relevance of Past Practice."

that govern their staff's horizontal movement on the guide.

Policies and Past Practices Do district policies address tuition reimbursement in any way? Does the district have any binding past practices² concerning tuition reimbursement or movement on the salary guide?

While neither policies nor past practices appear in the printed contract, they nevertheless can be an important component of a district's obligation to reimburse the cost of professional development or to pay for movement on the guide for additional professional training. This issue is clearly a term and condition of employment and any policy or practice which is detrimental to the board can only be changed through negotiations. Thus, in preparing to address that issue in negotiation, boards must go beyond the four corners of their contract and examine their policies and past practices to fully identify their district's fiscal obligation to reimburse the costs of professional development.

The Clause As a Whole

Each component of a Tuition Reimbursement clause can hold elements that help, or hinder, the board's ability to achieve predictability and control of costs. However, the full impact of the clause will depend on the total interaction of its specific components. For example, a Tuition Reimbursement clause can provide an excellent definition of teachers' eligibility for reimbursement. However, if that is the only area in the article that provides administrative oversight, then the clause may not provide the board with its desired level of control or sufficient predictability of costs.

Boards' analyses of their current clauses on Tuition Reimbursement, as well as their analyses of union proposals on the issue, must include an examination of the interaction of all components of the clause. A comprehensive analysis gains in importance with the conditions of the continuing education requirement. This state directive will engage all of the district's teachers in professional development and thus can be expected to result in unexpected increases in the district's costs of funding uncapped tuition reimbursement clauses.

Even boards whose current provision includes an extremely valuable and protective total cap can benefit from a comprehensive analysis. While the total cap may insulate the board from unexpected expenditures, the way in which those funds are distributed may not be in the board's best interest. For example, without a good definition of course work that qualifies for reimbursement, boards may be paying for courses that do not foster their particular goals or interest in supporting professional development. Under those circumstances, it would be in the board's interest to seek modifications of the existing clause to achieve a tighter definition of reimbursable courses.

Clearly, how a board responds to its analysis of a contractual provision will be dependent upon its particular circumstances, including the district's specific needs and its established goals. However, the process of identifying district needs involves an understanding of the district's circumstances, including the terms of

a negotiated agreement.

Understanding the implications of a tuition reimbursement clause thus requires a careful analysis of all the components of their provision, an examination of the entire impact of the clause, as well as a careful review of policies and practices affecting reimbursement and guide movement. It also requires an examination of other contractual clauses that may affect the board's responsibility towards professional development.

Analyzing a Clause on Paid Leave for Attendance at Workshops

Teachers' contracts frequently contain a provision guaranteeing paid time off during the school year to attend seminars, workshops or to engage in other professional activities. These clauses are typically found in articles on Temporary Leaves of Absences, but can be found under articles entitled Professional Development or elsewhere in the contract. The importance of these provisions, the extent of the benefit, and local unions' interest in assuring these contractual guarantees may increase in light of the Code's broad definition that the 100 hours of continuing education can be satisfied through workshops, seminars and conferences. In addition, it can be expected that unions' attempts to maximize their members' opportunities to fulfill their continuing obligations within their existing work time will lead to proposals to include, or expand, this type of contractual guarantee. Therefore, an analysis of the components of these clauses and their impact on a district's fiscal and administrative operations will be important to an assessment of a district's total obligation to teachers' professional development.

Components of the Clause

Definition and Eligibility What does the benefit entail? Who will be eligible for the benefit?

The extent of the benefit varies from district to district. Some districts provide paid time for a number of activities, including attendance at seminars, workshops and conferences that are held during the school day. Others are far more restrictive and limit the time off for "professional visitations" where teachers receive authorized time off to visit another district, or another classroom within the district, to observe innovative programs or effective instruction. Still others do not provide a contractual guarantee for paid time off for these types of activities.

Eligibility for this benefit is generally restricted to teaching staff members. Most contracts, however, do not exclude a group of teachers, such as nontenured staff, from eligibility to receive the time off.

Once again, tight definitions will establish limitations on the use of the benefit. For example, a clause that is limited to "visitations to other districts" can only be used for that purpose. Unless those visitations are included in the State's list of approved continuing education activities that can count towards fulfilling teach-

ers' 100-hour requirement, the use of this tightly defined clause is not likely to increase because of the continuing education requirement.

However, a guarantee of paid time off to attend workshops, seminars and conferences that was rarely used in the past is now likely to be used by some, if not most, of the district's teachers at one time or another to fulfill part of their continuing education requirement. Therefore, this type of existing contractual clause, or bargaining proposal, will increase the number of authorized teacher absences from the classroom.

Amount of Time Off How many days are available for this type of activity? Is the number of days specified or does the clause provide an open-ended benefit?

Most contracts containing these types of clauses have avoided an open-ended approach. Rather, most contracts clearly specify the number of days during the school year that are available for attendance at professional activities. The number typically ranges between one and three days.

Clearly, both the number of days available for professional development, and the impact of their use on other temporary leaves of absence, can have an impact on teachers' future use of those days to satisfy their continuing education requirement, without extending their workday or work year. Boards' interests in avoiding disruption in their students' instructional days can be best served by clauses that provide very few days and tight administrative control of the scheduling of these days.

Application and Scheduling Procedures How do these days become available? How are absences controlled by the administration? Is prior administrative approval required?

Again, contracts address this key component of the clause in a variety of ways. Some contracts do not address these issues. Others specify that the teacher will notify the administration, and some require that notice be given within a specified amount of time before the requested absence. Still other contracts require the prior approval of the administrator before the day can be taken.

With the expectation that the continuing education requirement will lead to a possibly dramatic increase in the use of these days, all boards will want to give serious consideration to the impact of this component on the administration of their schools. Clauses that do not require the prior approval of the administration essentially leaves the scheduling of days out of the classroom completely up to the teacher. This could lead to an unacceptably high number of absences on the same day. Teachers' self-scheduling of these absences, without administrative oversight, could thus result in serious difficulties in providing adequate staff coverage for a particular grade, for a school, or for the entire district. A sufficient number of substitutes may not be available and, most importantly, even with the availability of substitutes, the district's planned educational program will be disrupted on that day. Boards are therefore encouraged to examine this component of their provisions, or bargaining proposals, and to seek strong administrative control for the scheduling of those days.

Costs Is there an additional stipend for attendance at these workshops? What costs are affiliated with these absences? Are there any limitations on the costs?

Since this is a paid workday, teachers who use a professional day receive their normal salary and are not "docked" for the day. However, few, if any, contracts provide an additional stipend for attendance at workshops or seminars. Contractual clauses do, however, provide for reimbursement of registration costs, as well as other expenses affiliated with attendance, such as travel, meals, parking, and so on. Frequently, the board's obligation to cover these expenses is covered in another section of the contract, and thus boards will need to look at all contractual articles to see if they have an obligation to cover some, or all, of these costs.

Another affiliated cost that may be found elsewhere in the contract is the cost of providing coverage for the absent teacher's classes. Some contracts contain additional stipends for teachers who will be assigned the teacher's class during their preparation period or duty periods. As coverage is likely to be required for the full day, a board's calculation of these costs must be based on the number of teachers who may be assigned, as well as on the contractual rate for the assignment. Other districts will rely on the use of a per diem substitute to cover the teacher's classes.

Boards cannot lose track of this "hidden" expenditure, particularly as the number of teachers using this benefit is likely to increase dramatically under the continuing education requirement. To date, few, if any, contracts deduct the cost of a substitute from the teacher's daily rate of pay. Thus, these costs are rarely capped and are limited only by the defined costs of providing class coverage and any restrictions on the reimbursement of costs affiliated with attendance. The issue of limiting these costs is likely to arise in future negotiations as the prevalence and use of this benefit increases as a result of the continuing education requirement. Clearly, the future use of these days should be monitored by boards and their costs carefully recorded and tracked.

Movement on the Guide Does any provision in the negotiated agreement address the eligibility of time spent attending workshops and seminars as creditable hours for the purposes of guide movement? Is there a formula that converts these types of hours into full or partial credit for guide movement?

As discussed earlier, these provisions hold a "hidden" cost implication for boards and should be examined carefully. This is particularly true as most of the district's teachers are likely to satisfy their 100-hour requirements through attendance at state-approved workshops and seminars. (See discussion of that component under the Tuition Reimbursement section of this article.)

Policies and Practices Do district policies address attendance at workshops during the school day? Does the district have any binding past practices on the issue?

Once again, areas outside of the four corners of the contract may affect a district's obligation. Past practice

becomes important in understanding the parties' intent when a contract is silent. Thus, when a contract may not address the issue of prior administrative approval or may be vague as to what activities may qualify for the time off, a district's past practice may have established a binding obligation on both parties. Thus, an examination of a district's obligation to provide paid leave for attendance at workshops is not complete without an examination of policies and practices.

The Clause As a Whole

Each component of the clause on paid leave can hold elements that help, or hinder, the board's ability to control its commitment to professional development. However, the interaction of the components is also important. For example, lack of adequate administrative control is magnified by a contractual clause that permits teachers to schedule four days off in any one year for attendance at workshops. Similarly, the clause may need to be read in conjunction with other clauses to determine the district's obligation, if any, to pay for registration and other fees.

Paid leave clauses hold fiscal implications for local districts. However, their implications to the district's educational and administrative operations can be of far greater significance. Boards must, therefore, analyze the impact of these clauses on their administrators' ability to staff their buildings and to provide a continuous and safe educational program to the district's students.

A Full Analysis of Professional Development Clauses

A careful analysis of contractual provisions addressing Tuition Reimbursement and Paid Leaves for Attendance at Workshops has always been important to boards' efforts to achieve better administrative and fiscal control. An analysis of these provisions has become even more important as the State's continuing education requirement for teachers will

lead to an increase in the number of teachers pursuing ongoing professional development and a concurrent possibility of an increase in districts' costs of funding this effort.

A board must not only analyze each clause in its contract, but it must also analyze the combined implication of these provisions to its district's administrative operations and short and long-term fiscal obligations. In addition, a board must examine its contract to identify other clauses that can also affect costs. A few contracts, for example, also have a provision on Summer Professional Development that can hold significant cost implications under the continuing education requirement.

All boards must also review the structure of their salary guides. In addition to the standards for horizontal movement across the guide, the very structure of a district's guide including the number of columns and the differences in salaries built into the guide's structure (differentials) can affect a district's cost of funding continuing education. A complete guide to analyzing a district's guide structure can be found in the articles "The Importance of Salary Guides to the Board" and "Analyzing the Expiring Salary Guide" in the Salary Guides section of *The Negotiations Advisor*. In addition, the *Advisor* article "Negotiations of Continuing Education Issues" contains a discussion of the implications of guide structure to the continuing education requirement.

Finally, in addition to identifying the sources of potential costs of salary guide structure and conditions for guide movement, boards will need to anticipate the potential costs of these provisions to the district. A full discussion of the approaches to costing all aspects of negotiated contracts, including the costs of guide advancement can be found in the NJSBA publication *Costing Out the Labor Agreement*. A totally revised and expanded new edition of this book was sent to every district in the summer of 1998. Check with your Superintendent to obtain a copy of this valuable guide to assessing your district's costs of employment, including those affiliated with professional development.

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