



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 other clauses also provide additional forms of board support for staff professional development. For example, clauses that address reimbursement for workshops and seminars, paid days off or release time for attendance at workshops and professional visitations to other districts, as well as those that control movement across columns of the salary guide, are also related to professional development. In fact, many contracts in New Jersey have for many years contained some, or all, of these types of clauses.

The long-standing prevalence of these clauses can be attributed, in part, to the mutual perception that both parties could benefit from these provisions. These clauses could provide teachers who chose to pursue additional education with full, or partial, board payment of their costs. In addition, since the attainment of additional credits traditionally resulted in horizontal movement on the guide, these clauses also held promises of an increase in salary, unrelated to additional years of teaching experience. For boards of education, these clauses presented a means of encouraging their staff to seek the ongoing professional development desired by the board. As such, boards focused their analyses of existing provisions, or of bargaining proposals, to determine how the provisions supported their ability to achieve their local goals for professional growth as well as their goals of providing good administrative control, and of achieving and maintaining their ability to anticipate and predict the costs of their local agreement.

With the adoption of the state's required continuing education for teachers,¹ these clauses took on a new meaning for both parties. The state requirement that all active teachers obtain 100 clock hours of continuing education every five years resulted in an increased number of teachers participating, to various degrees, in forms of on-going professional development. With all their members affected by the additional time and possible costs of continued training, unions were likely to attach more importance to these clauses and to seek additional, extended benefits for

their membership to offset the impact of the state requirement. Conversely, however, boards soon realized that their existing contractual provisions, previously negotiated to foster locally defined goals for professional development, were now automatically invoked to unexpectedly cover state requirements and resulted in unanticipated, additional local costs and administrative problems that were largely unrelated to local goals.

The new twist of a state mandated professional development plan adds a novel dimension to teaching staff members' professional obligations. However, the state requirement underscores boards' needs to continue to carefully analyze and assess the impact of their contractual obligations on their local needs and goals. The state's requirement does not address, or modify, New Jersey's scope of negotiations. Paying for the costs of professional development, as well as providing release time during the normal work day or work year, are well-accepted negotiable terms and condition of employment that remain unaffected by New Jersey statutes or regulations. The parties are thus free to agree to any provision that is, ultimately, found to be mutually acceptable. Thus, boards' analyses of existing provisions and bargaining proposals, must continue to focus on assessing the impact of the agreement on boards' ability to achieve a balance between various local district goals.

This article is designed to provide school management with an easy, systematic process to determine whether their contractual obligations protect or impair their interests. To that end, this article reviews and discusses the basic components of all professional development clauses, the impact of these elements on boards' needs and suggested approaches to help boards achieve their desired control over the cost and administration of these provisions.

A Systematic Approach to Analyze Professional Development Clauses

A board analysis of its contractual provisions should always focus on how well the negotiated language balances the needs of employees with those of management.

¹ For a full discussion of the continuing education requirement, please see the article "The Continuing Education Requirement" in the Selected Topics Affecting Negotiations section of the NJSBA's subscription service, *The Negotiations Advisor Online*.

Although many will say that a negotiated contract always intrudes upon the authority and flexibility of management, carefully constructed provisions which recognize the district's educational and operational needs and which address the board's interests can protect the board's ability to manage its schools. The same fundamental principle should be used in the analysis of current provisions and bargaining proposals affecting professional development. The systematic approach to contract analysis, based on the identification and assessment of the components of various provisions, discussed in the NJSBA's *Negotiations Advisor Online* article "Analyzing Selected Contract Clauses and Bargaining Proposals," can provide boards with an excellent framework to begin their analysis of their professional development clauses.

The Basic Components of Professional Development Clauses

There are a number of different types of clauses that address staff's professional development. The most common provisions that define the terms and conditions of employment affecting professional development include: reimbursement of tuition, opportunities to attend workshops, seminars, and to visit other districts as well as districts' commitments to provide inservice programs.² While each of these provisions address different issues and establish different conditions, a common set of components are necessary to assure that the benefit offers an appropriate balance between the needs of employees and those of management. These components, which will fully define the district's approach to professional development, include:

- **eligibility for the benefit:** a section which defines which employees are entitled to the benefit;
- **definition of the benefit:** a section that describes the extent of the benefit available to eligible employees;
- **application procedures:** a section that defines how eligible employees can apply for and receive the benefit;
- **approval of application:** a section that provides for prior administrative approval;
- **employee obligation:** a section that defines the responsibilities of eligible employees who are granted the benefit;
- **degree of compensation:** a section that defines how much compensation, either as reimbursement or release time, is involved;
- **procedures to receive compensation:** a section defining the conditions that will govern payment.

These components form the framework of defining the major aspects of the benefit from both the employees' and the district's needs.

Boards should make sure that at least all of these basic elements appear in their agreements. If a contract fails to address any of these issues, then the agreement does not fully define the district's conditions for continuing staff development. Boards must then check both their past practices³ and policies to determine how the district has previously handled the mechanics of administering aspects of staff's professional development.

The identification of the presence of the components is clearly only the first step in boards' analyses. Boards must then proceed to carefully analyze the provisions (and practices) established by each of the component to determine whether the clauses work well for the board of education. This examination must be driven by the board's unique perspective that is based on the district's needs and interests.

Factors Necessary to A Board's Analysis of The Components of Professional Development Clauses

Boards' needs, and therefore immediate interests and bargaining goals, differ based on each district's unique situation. Nevertheless, in spite of these differences, all boards fundamentally share similar needs in the administration of their contracts: employment conditions that support their local educational goals; administrative authority and flexibility to implement the district's educational program; and predictability of costs. Boards must assure that their negotiated provisions do not simply reflect the needs of employees, but also contain sufficient protection to permit necessary administrative oversight and control. Thus, all boards must examine their contractual provisions from the perspective created by these basic board interests. This means that in analyzing the components of their professional development provisions, boards must give attention and consider the issues discussed below.

Relationship To The Board's Goal

Professional development clauses can easily be crafted to reflect boards' philosophical and practical goals. For example, boards that wish to focus their attention on encouraging the ongoing development of their tenured staff may want their tuition reimbursement benefits to limit eligibility for tuition reimbursement to tenured teachers only. On the other hand, boards that want to encourage all teachers to attain graduate degrees may want all their

² A clause-by-clause analysis of these various provisions can be found in the NJSBA's analysis of the NJEA Sample Agreement which is included in the NJSBA's subscription service, *The Negotiations Advisor Online*. Note: Salary guide structure, discussed later on in this article, can also relate to professional development, but require a completely different type of analysis discussed in the Salary Guide Section of *The Negotiations Advisor Online*.

³ For a full discussion of what constitutes a binding past practice, please see the article "The Meaning and Relevance of Past Practice" in the Selected Topics section of *The Negotiations Advisor Online*, an NJSBA subscription service.

full-time teachers to be eligible for tuition benefits, but may want to specifically limit reimbursement to graduate courses that are related to the requirements of a formal graduate degree program. Yet, that type of language, no matter how well crafted, would be most inappropriate for boards that believe that their teachers' attainment of an advanced degree will not improve classroom instruction or otherwise contribute to their district's educational program.

Further, districts need to assess their local experience under current provisions and practices. Many boards have had the unpleasant experience of discovering that their current reimbursement procedures and practices automatically triggered their obligation to fund all expenses related to teachers' fulfillment of the state's continuing education requirement.⁴ These boards are thus very likely to reexamine their current procedures and to raise proposals that reflect their desire to limit the extent of their reimbursable responsibilities. Conversely, boards that find that their current practices fall short of their desire to assist their staff to meet the state's requirements will be inclined to negotiate a controlled extension of their professional development benefit to cover state-required activities that they believe to be locally appropriate. Thus, a board's local needs, and local goals, can and should be reflected in contractual clauses which define employees' eligibility and the extent of the benefit.

Each board must then determine its fundamental position and desired approach to professional development whether that program is driven by local or by state requirements. These fundamental principles will then guide boards' assessments of the relationship of their professional development provisions to their ability to meet their local needs.

Predictability And Acceptability Of Costs

Board's effective negotiations have always been marked by the goal of obtaining predictability and control of contractual costs. This goal has required careful calculations of the costs of all current provisions, bargaining proposals and potential agreements. Yet, it is often difficult to actually predict or anticipate a district's actual costs during during each year of a multi-year agreement. This can be particularly troublesome in professional development clauses as the costs will vary from year to year based on the degree and nature of staff participation. Thus, in analyzing professional development provisions, boards must be alert to how the provision does, or does not, assist the board to control, and to best anticipate, acceptable costs of funding the benefit.

The following questions may help boards to develop a useful framework to analyze the impact of the components on their ability to effectively manage the costs of the benefit.

Are the eligibility and the extent of the benefit components too broad? Broad definitions of employee eligibility and a broad extension of the benefit all contribute to increased costs. Conversely, contractual provisions that place limits on the administration of the benefit, such as those that restrict tuition reimbursement to tenured staff, or that place limits on the type of activities that will be reimbursed, reduce the occasions for reimbursement and thus also reduce a district's costs. However, once again, these definitions need to be related to a board goal. If broad definitions accurately reflect the board's fundamental goals, then the resulting possibilities of high participation and its affiliated costs serve a board interest and will be acceptable to that board.

A district's broad extension of benefits can also be found in the component addressing prior administrative approval. A professional development provision, or practice, that does not condition eligibility for reimbursement upon prior administrative approval essentially gives the employee total control over the type of activity that will be reimbursed by the board. The lack of administrative oversight not only results in an inability to assure that the use of the benefit complies with the board's goals and intentions, but also results in the built-in potential for increased board costs for a purpose that does not necessarily benefit the district.

Does the component contain a "cap" on the district's obligation? Many contracts contain limits on districts' obligations to professional development. For example, compensation components frequently limit: the number of credit hours that the board will reimburse each teacher in any one year; the amount that the board will pay for each credit hour; and limit reimbursement to specifically defined activities.

However, the best way to protect a district from unexpectedly high costs of any contractual benefit is to place a dollar "cap" (or maximum) on the district's financial obligation to fund the provision. There are a number of ways that professional development clauses can provide this beneficial cap. In a Tuition Reimbursement Clause, a total dollar cap can be placed on the amount that will be given to any one teacher in any one year. 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 choose to pursue additional course work. 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

⁴ For a discussion of the specific provisions of the state's professional development requirement, please see the article "The Continued Education Requirements" in the Selected Topics Affecting Negotiations section of *The Negotiations Advisor Online*, the NJSBA's online subscription service.

unexpectedly high level of participation and an ultimately surprising and unacceptable total expenditure for the district.

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:

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. Clearly, a total cap is an excellent means of protecting a board against unexpected and unaffordable increases. However, negotiating a total dollar cap also requires anticipating the possible problems of administering and implementing the allocation of the defined amount among eligible staff members.

Contracts, or board proposals, that include a total cap, must also have provisions to deal with the following considerations: how the total cap will be administered; who will receive priority, if requests for reimbursement exceed the established cap; and would attendance at meritorious courses in the spring semester be affected by unusually high enrollment during the fall and winter months. The need for these procedures, 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, such as:

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 a uniform and consistent manner in each year of the agreement.

Does the clause contain other types of “Blank Checks”? Blank checks are board commitments to provide benefits that are not conditioned, or limited, by certain circumstances or criteria. For example, contract language that commits the board to reimburse staff for all costs incurred for attending workshops and seminars is one type of “blank check”: it essentially permits the employee to fill in the amount of a check signed by the board of education. On the other hand, a contractual clause that defines the type of costs that will be reimbursed (such as registration fees) and excludes reimbursement of other costs (such as meals) allows the board to fill in the blanks.

Conditions and criteria for eligibility thus provide boards with important control over the cost of benefits. The capping of boards’ obligation, discussed above, are excellent examples of tightly controlled conditions. However, other types of non-financial conditions can also contain boards’ costs. For example, clauses that condition reimbursement upon the administration’s prior approval of the activity, or limit the type of workshop/courses that will be eligible for reimbursement, or restrict employees’ eligibility, also place limitations on boards’ obligations. While not providing boards with an absolute dollar limitation on their obligation, these types of clauses reduce the number of reimbursable events and thus indirectly limit boards’ costs.

Does the provision contain “Escalator Clauses”? Related to “blank checks,” contractual “escalator clauses” contain provisions that obligate the board, without additional negotiations, to automatically cover increases in the costs of employee benefits. For example, a tuition reimbursement provision that links reimbursement to “the state college rate” is an escalator clause, as it commits the board to fully cover, without additional negotiations, any increases in the cost of tuition. Similarly, provisions for additional compensation that are based on teachers’ per diem rates are also examples of escalator clauses as the board is automatically committed to cover the annual increases in teachers’ salaries.

Escalator clauses can be avoided by negotiating clear and specifically defined terms. For example, a flat dollar amount for the per credit tuition reimbursement as well as for the extra compensation related to extra work do not lead to automatic and unpredictable increases for a board of education. These type of clauses are far more advantageous for boards. Rather than guaranteeing automatic increases, these clauses require additional negotiations where the burden of seeking future increases falls on the union.

Escalator clause are not in the board’s interests for a

number of reasons. First, they create and perpetuate the perception of employees' continuous entitlements to annual increases. They also impair boards' ability to accurately cost future expenditures both during the life of a current contract and during future rounds of bargaining. Further, once included in a contract, the burden of negotiating a change will fall on the board of education. Therefore, boards will be well-served by avoiding escalator clauses and by proposing changes to these non-productive provisions.

Does the clause hold hidden costs? Many contractual provisions hold the potential for costs that are not readily apparent. For example, any clause providing release time from instructional duties holds the potential hidden cost of providing substitute coverage. However, the most significant "hidden cost" of professional development clauses is typically associated with placement on districts' salary guides.

For year, the "norm" in school districts has been to recognize the attainment of additional education through movement on an adjacent column of the district's salary guide. While teachers remain on the same step of the guide, upon attainment of a certain number of education credits, they move to a different column on the guide which holds a higher salary. Thus, upon the achievement of additional credits or advanced degree, defined through negotiations, teachers are placed on another column of the salary guide and receive a salary increase. In addition, an increasing number of contracts are providing conversion of hours spent at workshops, seminars, and even in attending inservice programs, to credits that count for horizontal advancement on their salary guides.

Boards must be very alert to the potential "hidden" costs affiliated with movement on the salary guide. Traditionally, the cost of these salary increases has been paid by the board, but has not been included in the total costs of the negotiated settlement. Therefore, this "breakage" results in additional, but hidden, long-term costs of employment during the life of a contract. Additionally, while not part of the settlement, these increased salaries are ultimately reflected in establishing the board's 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 when contracts contain conversions of hours spent in continuing education into credit hours for purposes of guide advancement. As more teachers meet their required 100 hours of continuing education, 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 that govern their staff's horizontal movement on the guide.

Boards can achieve greater control over horizontal movement on the guide by negotiating specific conditions for the purposes of guide movement. Guide placement, either based on experience or recognition of additional education, is not controlled by statutes or regulations and is an issue that is totally left to the process of local negotiations. Similarly, a board of education is not required to convert any continuing education hours into credits for guide advancement. Boards can establish distinctions between the type of professional development they will support through reimbursement and the type of development that will count for advancement on the guide. For example, while a contract may provide tuition reimbursement for both undergraduate and graduate courses, it can also limit the type of courses that will be recognized for advancement on the guide. Provisions such as

Only graduate courses taken to fulfill the requirements for an advanced degree will be credited for horizontal movement on columns of the guide.

or

Graduate courses that have received the Superintendent's prior approval and are directly related to teachers' current or anticipated assignment in the district will be counted as credits towards advancement on the salary guide.

are examples of limitations that not only reflect the district's goals but also control the extent of the "hidden cost" of professional developments. Similarly, boards' refusals to convert hours of required continuing education as credits for guide movements result in recognition (and limitations) of the potential for hidden costs.

Clearly defined limitations on conditions for movement on the guide provide beneficial cost controls for a board. Considering limitations also calls districts' attention to the very structure of their guides. This provides a beneficial opportunity for boards to focus on the impact of their guide structure on the district's costs of employment and on the board's ability to meet its staffing needs and bargaining goals.⁵

Does the clause create an unreasonable administrative burden? Contractual clauses that create undue and unnecessary administrative difficulties can also involve significant, but frequently unconsidered "hidden costs." For example, reimbursement procedures that do not consider the district's payroll procedures, or the total operations and responsibilities of the district's business department,

⁵ Boards should also be alert to the implications of adding columns to their guide. For a full discussion of the importance of salary guide structure, please see the Salary Guide section in the NJSBA's subscription service, *The Negotiations Advisor Online*.

can create a need for many additional hours at a most inconvenient time. It therefore becomes important for boards to assure that their reimbursement procedures, as well as procedures to handle changes in staff's placement on the salary guide, are consistent and well-coordinated with other district procedures.

Typically, contracts provide some consistent and uniform manner of reimbursement. Reimbursement procedures include: teachers' obligation to provide verification of attendance; submission of documentation of successful completion such as grade transcripts; and the expected 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.

Similarly, staff movement on the guide should be consistently and uniformly related to payroll procedures. To limit unnecessary administrative burdens, many contracts establish uniform dates, such as September 1 and February 1, to control the timing of salary guide placement adjustment. It is always important to make sure that negotiated procedures are neither overly intrusive or cumbersome for the district's administration. Thus, staff who are responsible for the implementation of the procedures must be consulted in analyzing the impact of existing, or proposed, procedures.

Administrative Authority and Flexibility: Impact on School Operations and Instructional Time

Boards need to be alert to contract language that directly or indirectly results in a loss of administrative control. These types of clauses can be far more "costly" than provisions that involve economic expenditures as they can preclude administrators from effectively implementing the district's educational program. Thus, in analyzing professional development provisions, boards must be alert to how the clause does, or does not, assist the board to retain the control necessary to effective school management.

The following questions may help boards to develop a useful framework to analyze the impact of the provisions' components on their administrators' authority and flexibility.

Does the component provide authority to assure that the implementation of the benefit meets the board's intent? Boards have a strong interest in assuring that the administration of contractual benefits complies

with the intended purpose of the agreement. However, poorly written contract language can result in inadvertent and unintended consequences. Thus, boards that wish to condition eligibility upon certain criteria must make sure that their language clearly reflects their intent. These boards cannot assume that their intent will be equally and consistently understood during the administration of the contract. For example, boards' intention to limit eligibility for tuition reimbursement to full-time tenured teachers must reject or modify language that grants the benefit to "teachers" as this language will ultimately be interpreted to apply to all teachers in the bargaining unit, including part-time and nontenured teachers. Similarly, without specific written language, boards cannot assume that their verbal expression at the bargaining table of their intent to credit only certain graduate course work towards guide advancement will be sufficient to insure appropriate implementation in the administration of the contract.

Therefore, boards must make sure that the language of each component throughout the provisions contain clear and specific written terms that express their intent. Without this clarity, administrators will be unable to monitor the appropriate implementation of the contractual provision.

Does the component contain clear and sufficient criteria?

One of the best ways to assure a continued relationship between the board's goals and the defined contractual term is to establish a sufficient number of conditions, or criteria, necessary to receive the benefit. In addition to the criteria noted above, boards can (and many have) required that tuition reimbursement be conditioned upon completion of the course(s) and the achievement of a minimum grade of B. Other boards require teachers who are granted time-off for professional visitations or to attend workshops to present a report to the administration, or at a professional staff meeting, in order to receive pay for the day as well as reimbursement of costs.

Does the component require administrative approval?

Boards must also assure that the components provide sufficient authority, at all phases of the professional development benefit, for their administrators to properly monitor the administration of the benefit. For example, do components establish prior administrative approval of course work or workshop attendance as a prerequisite for reimbursement? Do the components also require prior administrative approval of teachers' use of leave time to attend specific workshops or seminars?

Unless accompanied by a contrary, but clear and consistent district past practice, a contract that lacks these components is likely to be interpreted by an arbitrator as granting employees the right to fully control access to the benefit. Under these circumstances, boards lose their ability to monitor or oversee the administration of the contractual provision and may find themselves obligated to support unanticipated and undesirable professional development activities that are totally unrelated to improving teachers' classroom performance.

To prevent these unwise agreements, boards must be particularly attuned to assuring requirements for prior

administrative approval in areas such as: teachers' selection of course work or workshop attendance; review of teachers' submitted documentation; and release time to attend professional development activities during the school day.

Do the components provide authority to control the degree and timing of utilization? Although staff's professional development is an important factor in maintaining, and improving, student learning, it cannot overshadow teachers' prime responsibilities of providing instruction and meeting students' needs. Boards must be alert to contractual provisions, or proposals, that can potentially decrease teachers' attention to their instructional responsibilities and their availability for student contact time. For example, a provision that fails to establish limits on the number of courses that will be reimbursed in any one year could result in teachers carrying an ambitious, heavy academic load which interferes with their ability to give sufficient attention to their district responsibilities. Similarly, administrative problems could result from provisions that do not limit the number of days available for professional visitations.

Particularly difficult circumstances could flow from clauses that do not require prior administrative approval for release time for workshops and seminars held during the school day: this type of inadvisable agreement could authorize the absence of a significant number of teachers in one school building on the same day in order to attend a seminar that meets a continuing education activity identified in their individual PIPs. To prevent this very real possibility, boards should make sure that their provisions specifically and directly retain the administration's right to schedule release time during the school day to attend workshops/seminars/courses that are held during the normal school day and school year.

Clearly, boards' interests in avoiding disruption in their students' instructional days and in providing adequate class coverage can be best served by clauses that provide very few opportunities for release time during the work day and tight administrative control of the scheduling of that time.

Looking At The Totality of Professional Development Obligations

Each component of professional development provisions can hold elements that help, or hinder, the board's ability to achieve predictability and control of costs and administrative authority and flexibility. However, a full understanding of a board's obligation, and the full impact of the clause, will depend on the totality of the district's commitment. This understanding must be based on: a review of the interaction of all components of a particular contractual article; a comprehensive review of all contractual provisions affecting professional development; and a review of the district's policies and past practices.

Review the Interaction of All Components of the Contractual Article Breaking down a contractual provision into specific components is a useful analytical approach. However, that approach cannot ignore the fact

that contractual articles can only be understood when they are read as a whole and the interaction of all specific components are considered. 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 article as a whole may not provide the board with its desired level of administrative control or sufficient predictability of costs.

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, boards' analyses of their current clauses addressing all aspects of professional development, as well as their analyses of union proposals on the issue, must include an examination of the interaction of all components of the clause.

Review Of All Contractual Provisions Affecting Professional Development

As noted earlier, teachers' contracts frequently contain a number of different articles that, directly or indirectly, affect professional developments. A number of contractual provisions, such as Temporary Leaves for Professional Visitations, Workshops and Seminars as well as clauses governing movement on the salary guide also affect a district's total obligation to staff's continuing education. These provisions are frequently not included in a broad contractual article entitled "Professional Development." Rather, they are commonly found in different parts of the contract. Nevertheless, the interaction of the clauses may be of significance to boards. For example, a tuition reimbursement provision can commit the board to pay for costs incurred in the use of Temporary Leave for Professional Visitations. Similarly, the structure of a salary guide may give a whole new meaning to the association's bargaining proposal to apply hours of continuing education as credits for purposes of guide movement. Therefore, to obtain a complete understanding of their contractual obligations, it is necessary that boards take the time and effort to examine and assess the impact of each and every negotiated provision that relates to professional development.

Review Policies and Past Practices While neither policies nor past practices appear in the printed contract, they nevertheless can be an important component of a district's obligation to professional development. 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 total commitment to staff's professional development.

Conclusion

A systematic approach to analyzing professional development clauses can assist boards of education to assure that their contracts provide a productive and effective balance between the needs of individual teachers and those of the board. Although the state mandates continuing education for teachers, the issue of professional development remains largely a mandatory topic of negotiations. Who pays for ongoing educational experience, what kind of compensation will be attached, what release time from the normal work-day will be provided, and which staff mem-

bers can be eligible for these conditions are all matters for local bargaining. Boards need to make sure that their current or future contractual commitments are in "synch" with their local goals and do not cause undue interference with their ability to manage the district's educational and fiscal operations.

A careful analysis of existing contract language, past practices and policies, as well as unions' bargaining proposals, can help boards to identify aspects of the clauses that either support or impair their interests. These analyses alert boards to the need to retain protective clauses and the need to seek negotiated changes, by raising their own bargaining proposals. The result, then, is a body of terms of employment that are well-suited to the district's local needs and interests.