

MASB Contract Analysis Services Explained

Levels of contract analysis available:

Level 1 – Highlights with Comments: An basic analysis using text comments. The document is returned to the district for local action.

Level 2 – Full Analysis: A comprehensive analysis consisting of a written analysis of the problem areas. The analysis includes references to legal precedent where appropriate, recommendations for better language and legal rationale.

Examples of levels of analysis applied to sample language

The following is an example of the levels of analysis available, shown by using sample tuition reimbursement language, which could be found in a collective bargaining agreement between a school district and its teachers.

Sample contract language regarding tuition reimbursement:

The Board shall reimburse teachers at the rate of 75% for any and all coursework taken following attainment of their Bachelor’s Degree. All work must be completed on an approved program leading to an advanced degree or in the teacher’s major field of work.

Graduate credit courses of the candidate’s own choice may be counted. They do not have to be in a planned program.

Level 1 – Highlights with Comments:

The Board shall reimburse teachers at the rate of XXXX for any and all coursework taken following attainment of their Bachelor’s Degree. All work must be completed on an approved program leading to an advanced degree or in the teacher’s major field of work.

Graduate credit courses of the candidate’s own choice may be counted. They do not have to be in a planned program.

- Comment [NS1]:** It is not wise to reimburse for “any and all” work as the coursework may not be related to the teaching assignment.
- Comment [NS2]:** Approved by whom?
- Comment [NS3]:** Does the advanced degree have to be in the teaching field?
- Comment [NS4]:** What if the candidate chooses a class in a completely different field?
- Comment [NS5]:** If not in a planned program, it opens the door to any courses. Where is the approval?

Level 2 – Full Written Analysis:

Article X: Tuition Reimbursement

Section X.1: *The Board shall reimburse teachers at the rate of (XXXX) for any and all coursework taken following attainment of their Bachelor’s Degree. All work*

*must be completed on an approved program leading to an advanced degree **or** in the teacher's major field of work.*

Graduate credit courses of the candidate's own choice may be counted. They do not have to be in a planned program.

Recommendation 1: *The Board shall reimburse teachers at the rate of XXXX for coursework taken following attainment of their Bachelor's Degree. All such coursework must be completed in an approved program leading to an advanced degree in the teacher's major field of education, or meeting standards for continuing certification in the appropriate educational field. Approved program shall mean a program approved by a college/university that leads to attainment of an educational degree.*

Prior to reimbursement, the teacher must present evidence of having passed the course.

Rationale: The Board should not reimburse for "any and all coursework." This is very broad, and per the second sentence in the Sample, must lead to an advanced degree **or** work in the field. Therefore, a possible option would be for a teacher to enter law school (an advanced degree), if nearby, or certainly online, and have the district reimburse the tuition. This is hardly the intent of the language. Furthermore, who is doing the approving? It is recommended that a district administrator be responsible for approving what is being reimbursed.

Recommendation 2: *Tuition reimbursement shall not exceed 9 credit hours or \$3,500 per teacher, per academic year (September through August) whichever is less in terms of dollar amount.*

Rationale: It is highly recommended that a specific dollar amount be determined for reimbursement (usually per credit) with an annual limit per person. This eliminates conflict over in-state vs. out-of-state tuition, public vs. private, etc. A percentage of out-of-state tuition could be significantly greater than any in-state reimbursement. In addition, a reimbursement limit provides necessary budgetary safeguards.

Further Consideration: In light of tight budgets, should employees not receiving this benefit be subsidizing those who do? This is a local priority question.