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**A SURVEY OF PUBLIC SCHOOL TEACHING CONTRACT
FORMS IN MONTANA**

by

BEN ROY LARSON

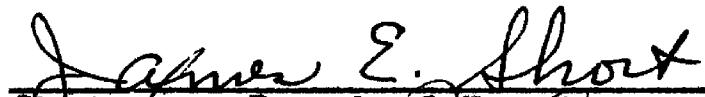
B.S. Western Montana College of Education, 1954

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of the Requirements for the
Degree of
Master of Arts**

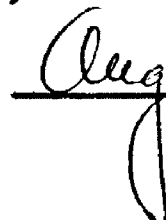
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TABLE OF CONTENTS

CHAPTER	PAGE
I. THE PROBLEM.....	1
Introduction.....	1
Importance and Purpose of the Study.....	2
Brief History of the Problem.....	3
Limitations of the Study.....	7
Definitions of Terms Used.....	8
Type of Contracts.....	9
Content and Form of Contracts.....	9
II. REVIEW OF RELATED LITERATURE.....	10
Results of Studies.....	12
Recommendations of Studies.....	20
III. CONDUCTING THE STUDY.....	24
Planning the Survey.....	24
Form Letters.....	24
Tabulation Instruments.....	25
Search for Other Pertinent Data.....	27
Method of Report.....	28
IV. SURVEY REPORT.....	29
Contract Returns.....	29
Type of Contract Forms.....	29
Preferences of Respondents.....	30
Typical Comments.....	31
Explanation of Tables.....	34
General Provisions.....	36

CHAPTER	PAGE
Teacher Resignation Stipulations.....	53
Dismissal Stipulations.....	57
Personal Duty Stipulations.....	59
Sick Leave Stipulations.....	61
Miscellaneous Stipulations.....	67
Recent Trends.....	67
V. CONCLUSIONS.....	73
Summary.....	73
Observations and Recommendations.....	76
BIBLIOGRAPHY.....	81
APPENDICES.....	83
Appendix A: Letter of Request.....	83
Appendix B: Follow-up Letter.....	85
Appendix C: Letter to State Departments of Education..	87
Appendix D: Table Showing Data on Returns.....	89
Appendix E: Copy of Contract Form Number 64.....	91
Appendix F: Copy of Uniform Teaching Contract for Montana Proposed by the State Department of Public Instruction.....	93
Appendix G: Annotated Partial List of Montana School Laws Affecting the Content of Teaching Contracts.....	95

CHAPTER	PAGE
Teacher Resignation Stipulations.....	53
Dismissal Stipulations.....	57
Personal Duty Stipulations.....	59
Sick Leave Stipulations.....	61
Miscellaneous Stipulations.....	67
Recent Trends.....	67
V. CONCLUSIONS.....	73
Summary.....	73
Observations and Recommendations.....	76
BIBLIOGRAPHY.....	81
APPENDICES.....	83
Appendix A: Letter of Request.....	83
Appendix B: Follow-up Letter.....	85
Appendix C: Letter to State Departments of Education..	87
Appendix D: Table Showing Data on Returns.....	89
Appendix E: Copy of Contract Form Number 64.....	91
Appendix F: Copy of Uniform Teaching Contract for Montana Proposed by the State Department of Public Instruction.....	93
Appendix G: Annotated Partial List of Montana School Laws Affecting the Content of Teaching Contracts.....	95

LIST OF TABLES

TABLE	PAGE
I. Frequencies and percentages of general provisions which occurred in fifty per- cent or more of the total contracts, with indicated totals for each source.....	46
II. Frequencies and percentages of general provisions which occurred in between twenty- five and fifty percent of the total contracts, with indicated totals for each source.....	49
III. Frequencies and percentages of general provisions which occurred in between five and twenty-five percent of the total contracts, with indicated totals for each of the five sources.....	52
IV. Frequencies and percentages of general provisions which occurred in more than one con- tract, but less than five percent of the total contracts, with indicated totals for each of the five sources.....	54
V. Frequencies and percentages of teacher resignation stipulations which occurred in the total number of contracts, with totals indicated for each source.....	58

TABLE

PAGE

VI.	Frequencies and percentages of dismissal stipulations which occurred in the total number of contracts, with indicated totals for each source.....	60
VII.	Frequencies and percentages of personal duty stipulations which occurred in the total number of contracts, with indicated totals for each source.....	62
VIII.	Frequencies and percentages of stipulations allowing sick leave which occurred in the total number of contracts, with indicated totals for each source.....	65
IX.	Frequencies and percentages of stipulations governing the administration of sick leave which occurred only in those contracts which contained a sick leave provision, with indicated totals for each source.....	68
X.	Miscellaneous stipulations which occurred only once in the total number of contracts.....	69-70

TABLE

PAGE

VI.	Frequencies and percentages of dismissal stipulations which occurred in the total number of contracts, with indicated totals for each source.....	60
VII.	Frequencies and percentages of personal duty stipulations which occurred in the total number of contracts, with indicated totals for each source.....	62
VIII.	Frequencies and percentages of stipulations allowing sick leave which occurred in the total number of contracts, with indicated totals for each source.....	65
IX.	Frequencies and percentages of stipulations governing the administration of sick leave which occurred only in those contracts containing a sick leave provision, with indicated totals for each source.....	68
X.	Miscellaneous stipulations which occurred only once in the total number of contracts.	69-70

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CHAPTER I

THE PROBLEM

Introduction. The first regular employment of a Public School teacher is nearly always for a single school year, and the chances for re-appointment are subject to the outcome of the year's experience.¹

In Montana, a written contract of agreement is required between the local board of education and the teacher.² Even though Montana has what is known as a continuing contract law, school districts throughout the state require that teachers sign new contracts for each term of employment.

Generally, these contracts differ widely in content and form throughout the state. The contractual status of teachers changes each time the teacher leaves one district and is employed in another. Sometimes, due to local revisions, the contract used one year may differ in content from the contract used the year before.

¹Harold E. Moore and Newell B. Walters, Personnel Administration in Education, (New York: Harper and Brothers, 1955), p. 269.

²State Department of Public Instruction, Helena, Montana, School Laws of the State of Montana. Great Falls: Tribune Printing and Supply Co., 1953. p. 46.

Some districts include provisions for teachers' benefits as part of the school board policy. In many cases the contract is a short, brief agreement to teach, while in others, it becomes a lengthy detailed document, written in terms which are sometimes difficult to understand. As a result, teachers become confused at times over the varying agreements they must sign before accepting a teaching position. School boards, and Administrators too, are at a loss in many instances to know whether or not the contract they are using compares favorably with contracts from similar districts. The general differences, if any, among contracts from the three classes of districts are not generally known. This also applies to the differences in contracts between the rural school systems that do not have a principal or local superintendent, and urban school systems which may have either one or both.

In a discussion of teaching contracts, the question arises concerning the advisability of a statewide, uniform teaching contract for Montana. There is considerable variance of opinion among school people in Montana concerning the advantages and disadvantages of such a standard contract, and the effect it would have on the school systems of the state.

Importance and Purpose of the Study. Because of the number of people affected by the use of teaching contracts in Montana, more information is needed concerning the items of agreement which are to be found in them. The extent of variation of content should be known, so that

teachers, school administrators, and school boards may know what items appear generally in most contracts and what items do not. There is not enough known concerning this problem at the present time, and the results of this study should serve school boards, teachers, and administrators with information that would be valuable in the continuing work of contract improvement.

The purposes of this study then, become four fold: (1) to examine the teaching contract forms now in use by the various school districts in Montana, and to compare them in terms of the frequency with which agreements appear; (2) to determine, if possible, what is being done in other states concerning teachers' contracts, and to make the information available; (3) to compile information from authorities in an attempt to determine what would make a "good" contract; and (4) to find out what school administrators think of the contract they are now using, and also what their views are concerning a statewide uniform contract. There is also the possibility that the information gained from the results of this study, may serve as an aid to anyone interested in developing a more or less uniform teaching contract for use throughout the state of Montana.

Brief History of the Problem. Factors pertinent to the present study which have had an effect in the development of the problem should be briefly reviewed.

During the fifth legislative assembly in 1897, the Montana legislature amended the Revised School Law of 1895.

At the same time the powers and duties of the trustees as defined originally in the law of 1872 were re-enacted and additional ones were added. One of the new powers and duties of the trustees was:

To employ and discharge teachers, mechanics, or laborers, and to fix and order paid their wages; provided that no teacher be employed except under resolution agreed to by the majority of the board of trustees at a special or regular meeting; nor unless such teacher be the holder of a legal teachers' certificate in full force and effect. All contracts of employment of teachers, authorized by proper resolution of a board of trustees shall be in writing and executed in duplicate by the chairman and clerk of the board for the district and by the teacher.³

The amendment in Montana school law referred to above was the evidence of legal authority requiring written contracts between public school teachers and boards of education in Montana. This amendment has been in effect in its original form until the present time, and can now be found in section 75-1632 (1015) of School Laws of the State of Montana.

Because of the general nature of this amendment, and its failure to provide for any specific terms or agreements to go into these written contracts, school boards were left to their own devices in the preparation of local contracts. Most school boards would prepare contract forms with the aid of the county attorney. He, as the state

³Emmet J. Riley, Development of the Montana State Educational Organization, Washington, D.C.: Catholic University of America, 1931), pp. 78-80.

appointed legal advisor would attempt to keep the document within legal bounds as far as State Law was concerned.⁴

As a result of this type of procedure, teaching contracts in Montana varied in form and content, depending upon what each school board thought was necessary for its own district. The only similarities in many of them were the references to School Laws affecting the duties and responsibilities between board and teacher. In some cases, excerpts from Montana school laws which the board considered especially important, were printed on the contract. The references to State School Law, peculiar local conditions, and the personal views of school trustees have had considerable effect on the content of teachers' contracts.⁵

Other factors too, have affected the content of teaching contracts in Montana.

The first of these factors was the County Superintendent of schools. This officer, who is legally entrusted with the general supervision of the public schools within the county, became the source from which many school districts could receive blank contract forms. Contract forms were usually made up by the County Superintendent with the aid

⁴State Department of Public Instruction, Helena, Montana, School Laws of the State of Montana. Great Falls: Tribune Printing and Supply Co., 1953), p. 219.

⁵National Education Association, Committee On Tenure. Mandatory State: Adopted Contract Forms. (Washington, D.C.: The Association, 1937.)p.3.

of the County Attorney and then made available for distribution throughout the county.⁶ In this way, many districts, especially rural, were supplied with similar contract forms. One such form, indentified with the number, 64, has come to be used quite extensively throughout several counties.⁷

An attempt was made to determine the origin and history of that form by writing letters to several retired school officials who have been influential in Montana education. No definite answer was gained from this. However, one former school administrator stated that he had used the form in the early nineteen-thirties. This, together with the fact that excerpts from the school laws of nineteen-twenty-one are printed on the form, could place its origin somewhere in the nineteen-twenties.

Other factors affecting the content of teaching contracts, were the limited surveys and studies of contract forms carried out by various educational organizations and school boards, in an effort to construct a more uniform contract. One such survey was carried out by the Chouteau County men teachers' club in 1945 under the direction of Bill Johnstone and J.M. Hindle.⁸

⁶ State Department of Public Instruction, Helena, Montana, School Laws of the State of Montana. (Great Falls: Tribune Printing and supply Co., 1953). p. 33.

⁷ See Appendix.

⁸ J.M. Hindle and Bill Johnstone, "A Survey of Teachers' Contracts In the State of Montana and Uniform Contracts Being Used Elsewhere." (Highwood, Montana: Choteau Men Teachers' Club, 1945), pp. 1-9.

Another similar survey was carried out by the Rural School Montana Education Association in 1953. According to one source, this survey resulted in the adoption of a uniform contract for the rural schools of one county.

For the past three years the Montana State Department of Public Instruction has been conducting studies, and has sent sample contract forms⁹ to the various school districts in an effort to establish an acceptable uniform contract for the state. This in part, has helped focus attention on the fact that the problem of variation in teaching contracts is still present.

Limitations of the Study. The scope of this problem includes a survey type study of elementary and secondary public school teaching contracts in the state of Montana. The similarity and frequency of appearance of items of agreement found in them are to be studied on a comparative basis. Contracts and material from other sources will also be studied, but only in relation to their value as added information to the general study. Opinions and statements made by County Superintendents and school administrators are to be tabulated in terms of whether or not they are satisfied with the contract forms now in use in their respective counties and districts, and also, whether or not they favor a uniform statewide contract.

⁹See Appendix.

The study does not include an attempt to determine legal status or value of teaching contracts or any specified items which may appear in them. Special cases, such as contracts between school districts and administrators, are not included.

Opinions of school board members and teachers are realized to be important in a study of this kind. However, the difficulty and expense involved in securing such information, prohibited its use in this study. Also, the degree of response to the survey by County superintendents and administrators is a limiting factor.

Finally, the various items of agreement concerning a similar topic are grouped together, even though each may be interpreted differently. For example, two different contracts may each carry a stipulation specifying the length of the school year. The actual days in each cannot be given because many of the contracts contain blank spaces in such instances.

DEFINITIONS OF TERMS USED

For the purposes of this study, several terms are used which bear special attention in order that a single meaning may be had for each of them.

Type of Contract. This term is used only in a description of the size, manner of expression, such as printed or mimeographed, and the color of actual contract blanks.

Content and Form of Contract. In describing the individual agreements found in teaching contracts, the

term, content, is used with reference to the topic or subject to which each agreement applies. The term "form" refers to the manner of expression and meaning of the individual agreements. For example, a contract may include in its content, a sick leave stipulation. The form of this stipulation may be a blank space to be filled in by the school board, or it may actually specify the number of days allowed.

Explanations of other terms used in the study, are made as the need arises.

CHAPTER II

REVIEW OF RELATED LITERATURE

In early Colonial times, the people would gather in town meetings to vote upon, and select a schoolmaster, but as schools grew in size and importance, the function of school control gradually changed. The hiring of teachers became one of the first functions to be assigned to special school committees rather than to a vote of the people. These school committees were soon recognized by state legislatures, and vested with statutory powers of school control. The chief among which, was the power to contract with teachers. The only limitations imposed on the power of these school committees or directors, as they were later designated, were those perscribed by statute, and also by the self enforcing provisions of the state constitution.¹

Later, the school directors became designated as boards of school control, but their powers and duties have remained very much the same. Since the limitations imposed upon the powers of school boards in contracting with

¹Ira M. Allen, The Teacher's Contractual Status, (New York: Teachers College, Columbia University, 1928), p. 23.

teachers are of a statutory nature, the question arises: By what authority may school boards include in a teaching contract, additional requirements, such as relating to residence, marriage, and numerous other items of a discretionary nature, in the absence of state statute? Perhaps this practice can best be explained by a ruling handed down by the Illinois Supreme Court. This ruling is stated as follows.

It may be conceded that boards of Education have powers to pass rules and regulations governing their exclusive discretion, but the boards have no power to pass an unreasonable rule in violation of the state or constitution.²

Other courts such as the Appellate Court of Missouri and the New York State Supreme Court have taken similar views.³

If one wonders about this discretionary power of local school boards, the fact must be remembered that before the state began certifying teachers the local school committee licensed them to teach. They also set up eligibility and professional requirements of their own choosing. Local boards still retain the power of discretion in contracting with teachers, provided, of course,

²Ibid., p. 6

³Ibid., p. 3

that rules and regulations included in the contract are reasonable and do not conflict with the laws of the state.⁴

Only in states where a uniform, statewide, contract has been accepted by the legislature and made a part of the statutes of the state, has any direct control been exercised by the state, concerning the content of teaching contracts. As for other areas, teachers for the most part, have been in an unfavorable position with respect to their contracts of employment. Boards of education devised the agreements which the teacher must sign, and even though the teacher might refuse to sign a contract because of a dislike for the stipulations it may contain, the chances for finding a more agreeable contract elsewhere have been small.⁵

The conditions briefly noted above, may serve as an aid in understanding the results and recommendations of various studies in the field of teaching contracts.

Results of Studies. Several studies have been made by various persons and organizations in an effort to determine the essentials of a good teaching contract. One such study was conducted by Vernon R. Alberstett at the University of Chicago. He presented his report in the form of a Master's thesis in 1925. The study involved

⁴ Ibid., p. 24.

⁵ Willard S. Elsbree and E. Edmund Reutter, Jr., Staff Personnel in the Public Schools, (New York: Prentice-Hall Inc., 1954).

teaching contracts from two cities in each state. Wherever possible, one city with over 100,000 population, and one city with less than 30,000 population were chosen in each state.⁶ The results of this study indicated very little uniformity of content in any of the contracts. However, the contracts from the smaller school systems, were predominately more detailed than those from the larger systems.

Another, and more comprehensive study of teaching contracts was completed by Earl W. Anderson in 1927. In a nationwide study of teaching contracts from representative areas throughout the United States, he found that very little uniformity existed in the contracts from different states, counties, and even districts. Items of agreement were found to be much more numerous in teaching contracts from the smaller school systems. Some large, urban schools required no written contracts, but the greater majority of them did require a contract in writing, which was much more brief than those used by the smaller systems.⁷ Probably one of the reasons for this multiplicity of agreements in teaching contracts from the smaller school systems, can best be explained by C.L. Robbins.

⁶ Vernon R. Alberstrett, "An Analytical Study of the Characteristic Elements of Teachers' Contracts in the United States" (Unpublished Master's thesis, The University of Chicago, 1925), p. 14.

⁷ Earl W. Anderson, The Teacher's Contract and Other Legal Phases of Teacher Status, (New York: Teachers College, Columbia University, 1927), p. 49.

In his report on a nationwide survey of teaching contracts, published by the School Board Journal in April, 1926, Mr. Robbins reached the following conclusions:⁸

The practice of having teachers sign contracts must have originated at a time when no one clearly understood just what a teacher is supposed to do. A Collection of present day contracts is a rich fossil bed in which are to be found evidences of teacher weaknesses, and community prejudices, narrowness, and suspicion.

Mr. Robbins then went on to explain what he thought was the reasons for the striking similarity in volume and detail of the teaching contracts from the smaller school systems.

It would appear to even a casual reader of such a collection of documents that many a school board and superintendent has formulated a contract by a process of selecting from a variety of others all the details that might conceivably be of use in protecting an innocent board against the devious wiles of obstreperous and guilful teachers.⁹

This report was made in 1926, and the language used would require little imagination to understand the meaning. The feelings expressed by Mr. Robbins however, cannot be ignored. Other authorities in the field had expressed similar, though more moderate views.

The general condition of teaching contracts seemed to warrant, and give impetus to a rising interest and

⁸ C.L. Robbins, "Teachers' Contract and Other Legal Phases of Teachers Status", (April, 1926), p. 72.

⁹ Ibid., p. 74.

intensive study of the whole field of teaching contracts. Noteworthy, is the fact that during the five years including 1925 to 1930, no less than five nationwide studies of teaching contracts were conducted. And no less noteworthy, is the fact that the results and recommendations were similar in each case. An analysis of the recommendations of these studies is given in the following section entitled, Recommendations.

In 1930, Fred G. Stevenson issued a report of his findings after making a nationwide study of teaching contracts.¹⁰ Stevenson found an even more pronounced difference in the contractual status of teachers from large and small school systems, than did Anderson in 1927. The Stevenson report indicated that forty-two of the largest cities in the United States used no written or printed form of teachers' contract. This becomes rather significant, after considering that those forty-two school systems employed nearly 75,000 school teachers. The study was carried out and based on 1929 figures, which indicated that nearly one third of the total number of teachers employed, were performing services without written contracts.¹¹ In the same study, twenty-eight State Departments of Education furnished sample contract blanks that were either required or recommended in

¹⁰ Fred Stevenson, "A Study of Forms Used In Making Contracts With Public School Teachers," Elementary School Journal, (March, 1930), p. 528.

¹¹ Ibid., p. 531

those various states. No breakdown, however was given as to the number of states which required the mandatory contract.

The Committee on Tenure, in collaboration with the Research Division of the National Education Association, also became interested in the content of teaching contracts on a nation wide basis. This organization published a report on its findings in 1936.¹² This study revealed that there were some 127,000 school districts under the direction of 423,000 school board members. Each of these districts, except in states where uniform contracts prevail, may set up the details of its contract form. Several hundred of the various contract forms were examined, and two "striking" facts were brought out by the survey. They were: (1) The multiplicity of the items in the contracts; and (2) The discriminatory nature of certain prescriptions imposed upon teachers.¹³

In the minds of the Committee, the results of this study pointed strongly in the direction of statewide uniform contracts as a solution to the problem. However, before making any formal recommendations, the Committee asked the Research Division of the National Education Association to conduct another nationwide study. This time the emphasis was to be placed on statewide, uniform

¹² National Education Association, Teachers' Contracts: With special reference to adverse conditions of employment. (Washington, D.C. : The Association, 1936), p. 31.

¹³ Ibid., p. 32.

contracts. This was done, and in 1937 a report of that study was published.¹⁴

Thirteen states were shown to have mandatory state-wide teaching contracts. These included Delaware, Florida, Idaho, Indiana, Kentucky, Maryland, Nevada, North Carolina, Pennsylvania, Tennessee, Virginia, Washington, West Virginia, and the territory of Hawaii. In nine of these states, use of the state adopted contract is mandatory without exceptions or modifications. Indiana, North Carolina, and Washington were included with the thirteen because use of the state adopted form is mandatory to all intents and purposes. In Washington, there is no statutory prohibition against the use of a contract form other than the one adopted by the state department. However, the State Superintendent expressed official disapproval of other contract forms, which has amounted to a practical prescription for the use of the state adopted contract form.

Ten other states reported having state adopted contract forms also, but they were not included with the thirteen mentioned because use of the form is optional.

In a recent correspondence with the National Education Association, the information was received that the Attorney General of Nevada has issued the opinion that use of the state adopted contract form is not mandatory. The form is,

¹⁴ National Education Association, Mandatory State-Adopted Contract Forms, Washington: (Members of the Executive Committee of the Committee on Tenure, 1937), p. 3.

however, recommended by the Nevada state department of education and used in ninety-five percent of the districts. Therefore, Nevada should not be included with the thirteen states mentioned above.

The study reported by the Committee on Tenure seems to have been the last important survey of teaching contracts carried out on a nationwide basis.

In the present study, ten states were chosen in the general west and north western area of the United States, and a letter was sent to each of the state departments of education.¹⁵ The letter requested information concerning past and present developments in teaching contracts in each state. Replies were received from all ten states and following is a brief report of those replies.

California reported that no uniform contract, mandatory or otherwise was used in that state. There are approximately 2000 school districts in the state and seemed unlikely that a uniform contract would be feasible, according to the California Superintendent of public instruction. Colorado reported that a contract prepared by the state department of education was distributed throughout the state by the County Superintendents. Use of the form however, was not mandatory. Idaho reported a statewide, mandatory contract and also returned a booklet containing proposed school

¹⁵ See Appendix.

legislation which was put before the 1955 state legislature. One of these proposed bills was a continuing contract law similar to the one in Montana. This bill was subsequently passed by the House of Representatives and the Senate of the 33rd session of the Idaho Legislature in February, 1955.¹⁶ Thus, the state of Idaho has both a statewide, mandatory teaching contract and a continuing contract law. (At this writing the measure had not yet been signed by the Governor.)

Montana reported that no uniform contract was used in the state, but that the state department was making an effort to establish a prepared form for use throughout the state. North Dakota reported a uniform contract being suggested for use by the state department, and that it was widely and satisfactorily used. The contract was not mandatory. Oregon reported a uniform contract suggested for use by the state department. This too, was used widely but not mandatory. South Dakota reported no uniform contract and no plans for recommending one. However, South Dakota does have a rather rigid continuing contract law. Utah reported that the Utah Education Association had prepared a uniform contract and recommended its use throughout the state. However, the state department of education has taken no action concerning this. Washington reported a

¹⁶ State Department of Education, Idaho, "Educational Legislation and Proposals, 1955 Legislature" (Boise, Idaho: Idaho State Department of Education, March, 1955), p.1. (Booklet)

uniform contract which was used throughout the state, but the contract was not mandatory. Wyoming reported a uniform contract suggested for use throughout the state, but this, too, was not mandatory.

In reply to a letter of inquiry, the U.S. Office of Education reported that no information had been received by that office concerning recent nationwide studies of teaching contracts. However, a statewide study of Montana teaching contracts was conducted in 1945 which was probably the most important study in relation to the present survey. This study was conducted by Bill Johnstone and J.M. Hindle as a project of the Choteau County Men Teachers' Club, at Fort Benton, Montana in 1945.¹⁷ In a survey of all teaching contracts from various districts throughout Montana, very little uniformity was found. The study also included a survey of the state adopted contract forms from eleven of the thirteen states previously mentioned. The results of this study, with the permission of Mr. Johnstone, have been used as a comparative factor in the present study.

Recommendations of the Studies. If the results of the studies in the field of teaching contracts were similar, the recommendations were even more similar and specific. For

¹⁷ Bill Johnstone, and J.M. Hindle, "A Report on a Survey of Teachers' Contracts in the State of Montana and Uniform Contracts Being Used Elsewhere", (Highwood, Montana: The Chouteau County Men Teachers' Club, 1945) pp. 1-9. (Mimeographed.)

this section, perhaps the most interesting summation of what should and should not, be included in a teachers' contract is given by C.L. Robbins. He says:

A teacher's contract should not be a resume of local by-laws, a digest of state school laws, a lecture on the ethics of the teaching profession, nor a summary of local prejudices. On the contrary it should be a brief statement of agreement on essential items such as: time of employment, salary and method of payment, conditions of termination, and the agreement to teach. If added items are included they should be of such nature as to render confidence rather than suspicion.¹⁸

Earl W. Anderson and Fred G. Stevenson expressed similar views. The feeling was, that since all states have statutes with regard to public schools, detailed stipulations are not essential to a contract form. A brief agreement giving the essential terms of employment, and accompanied by a booklet containing the rules governing teachers and a calendar of the school year should be sufficient.¹⁹ Earl W. Anderson lists eight items which he thinks are essential and sufficient in a good teaching contract. These are:

1. Name of the school district.
2. Name of the teacher.
3. Agreement of teacher to teach.
4. Amount of salary.
5. Time limit for acceptance of offer.

¹⁸ Robbins, op. cit., p. 73.

¹⁹ Stevenson, op. cit., p. 528.

6. Signature of authorized school officers.
7. Agreement to abide by rules of board.
8. Signature of the teacher.²⁰

Fred G. Stevenson agrees with the above except that he would also include the date of beginning, and length of school term.²¹

The Committee on Tenure, while agreeing that contract forms in general are much too lengthy, went one step farther. In the report of the 1937 study on uniform contracts, the Committee on Tenure openly advocated Statewide, uniform teaching contracts. In defense of this position, the committee presented data to show that the practice of statewide, uniform contracts has much to recommend it. First, a uniform contract is carefully prepared by state departments of education in accordance with the law. Second, state contracts eliminate many of the adverse conditions the Committee on Tenure pointed out in its 1936 report. Third, state teacher associations and other organizations can approach the problem of contract improvement on a statewide basis much more effectively than they can at the local level.

Of course the assumption cannot be made that a contract form is perfect merely by virtue of the fact that it is a statewide official form. Even statewide contracts differ in content from state to state, but this is due more

²⁰ Anderson, op. cit., p. 145.

²¹ Stevenson, op. cit., p. 529.

to the difference in state laws concerning teacher status than it is to any difference in basic philosophy concerning teacher duties. Nevertheless, any improvement of a state-wide contract form, would be made with a concern for both the public and the teaching profession.²²

²² National Education Association, Mandatory State-Adopted Contract Forms, Washington: (Members of the Executive Committee of the Committee on Tenure, 1937), p. 5.

CHAPTER III

CONDUCTING THE STUDY

Planning the Survey. A preliminary check on available sources of data indicated that a survey of Montana teaching contract forms would be feasible. An outline was then prepared to enable an orderly method of procedure. Since the field of teaching contracts poses many and varied problems concerning teacher status, the necessity arose to limit and set in a definite manner, the bounds and scope of the present study. The main objective was to determine the content of Montana teaching contracts, and present the results in a manner which would lend to comparisons.

First, second, and third class public school districts, along with county high schools and county superintendents, were chosen as the sources from which contract blanks were to be requested. In the third class districts, a distinction was made between rural and urban schools. In this case, only the urban third class schools were directly contacted. The county superintendents were considered to be the more valuable source for contract blanks from the rural districts.

Form Letters. Two separate form letters were then developed. One letter was sent to district school superintendents, and the other to county superintendents.

Both letters contained practically the same information except that one asked for a copy of the contract used in the school system, and the other asked for contracts used throughout the county. The school superintendents, principals, and county superintendents who received these letters were also asked to comment on the form now in use in their respective localities, and also, whether or not they approved of a statewide, uniform contract. After preparing the letters, a self addressed, stamped envelope was inclosed for convenience, and mailed with the letters. Those included 9 letters to first class districts, 80 to second class districts, 107 to third class districts, 56 to county superintendents, and 17 to county high schools. In all, a total of 269 requests were sent to county superintendents, and school administrators.

Approximately two weeks after the initial letters were sent, a follow-up letter went to each of those who had not yet answered the initial request.

Tabulation Forms. A tabulating form was designed for the initial tabulation of incoming returns. This form contained a tabulation sheet for each of the five sources from which contracts were requested. The tabulation sheets were similar to the table shown in appendix D. This tabulating form was designed to tabulate the source, number, and percentage of returns; the type of contract blank sent, and the attitudes of the senders concerning the contract sent, and statewide, uniform contracts. These attitudes

or opinions were classified in two broad categories, (1) satisfied with form sent, and (2) favored statewide form. These two were in turn broken down into four possible choices in each. These were: (1) "Yes," with reservation, (2) "Yes", without reservation, (3) "No", with reservation, (4) "No," without reservation. The purpose was to obtain a more accurate evaluation of the opinions expressed.

Another tabulating form was designed to tabulate the content of each teaching contract received. This form was composed of regular graph paper of the type with ten lines per inch. The sheet used, was approximately twenty-four inches wide and eight feet in length. The lines were re-drawn in ink to provide five lines per inch, thus enlarging the squares to four times the original size, and reducing the number to one-fourth.

Five major divisions were made along the length of the table. The divisions were then labeled class I, II, and III, county, rural, and county high school. Each division included sufficient columns to provide for the names of the individual sources to be arranged horizontally across the top. Space was provided at the left of the table to arrange in vertical order the content of the various agreements encountered in the contract blanks. This allowed space to include 100 separate agreements. Check marks were then placed in the appropriate squares to the

right of each agreement, and below the individual source. This posed a problem not common to the usual questionnaire type of tabulation. There were no established set of questions or statements to tabulate in terms of identical entries. Each contract blank required careful scrutiny to make sure any "new" agreement found, was entered on the list. The list of agreements was divided into five categories: (1) General stipulations; (2) Personal duty stipulations; (3) Resignation stipulations; (4) Dismissal stipulations; and (5) Sick leave stipulations.

After completing the tabulation of the content found in all the contract blanks, the results were then transcribed in the tables found in the next chapter. An explanation of the tables is given along with the results.

Search for Other Pertinent Data. During the course of the survey, data of a pertinent nature were compiled from other sources. One source included the Montana State University Library and its inter-library loan service. Here were found the reports of similar studies in the field of teaching contracts. Another source of information was the direct correspondence with various educational organizations, state departments of education, and individuals with an interest in teaching contracts. Included in this were the following: U.S. Office of Education, National Education Association, Montana Education Association, General Research Inc., various individuals, and state departments of education. Ten state departments were arbitrarily chosen

in the general west and northwest United States. A letter was sent to each of them, requesting information concerning the latest developments, if any, in teaching contracts within each state. The states chosen were: California, Colorado, Idaho, Montana, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.

The methods used in conducting the study may be summed up in the following manner. First, the initial planning and outlining was completed. Then form letters were sent and the returns tabulated for comparison.

Method of Report. In the meantime, other pertinent data were collected from the various sources, to be used in the chapter on related material. Some of the related material which has immediate comparative value, is presented along with the results of the present study in the next chapter.

CHAPTER IV

SURVEY REPORT

Contract Returns. A total of 269 requests were sent, and 230 contract forms were returned, for a total return of 86 percent. As Table I in the appendix indicates, 100 percent of the first class districts, county superintendents, and county high schools, complied with the request. Second and third class districts returned 80 and 71 percent respectively. The percentages in these cases as well as in all the remaining tabulations were carried out to the nearest whole number.

Type of Contract. The nine first class districts returned one mimeographed and eight printed forms. One was of legal size, (8½" x 14") and eight were various other sizes, all somewhat smaller than legal size.

The second class districts returned 72 contract blanks, 34 of which were printed, and 38 mimeographed. Of these, 37 were of legal size while 35 were smaller. Of the printed, legal size contracts, five were of the type numbered "64". A copy of this contract blank is shown in the appendix.

The third class districts returned 25 printed and 35 mimeographed contract blanks. Of these contracts,

36 were of legal size, while 24 were somewhat smaller. Twelve of the third class districts used the form "64".

The county high schools returned 5 printed and 12 legal size contracts. Five were somewhat smaller. One form "64" was used in the county high schools.

Some noticeable developments were observed as the contract blanks from the various county superintendents were tabulated. Five county superintendents reported that the contract blank returned, was used exclusively in their respective counties. Four reported that all but one school system in the county used the enclosed form. The other forty-seven county superintendents reported that the contract blank returned was used in all or nearly all of the rural districts. Thirty of the contracts returned were printed, while twenty-six were mimeographed. Fifty were legal size and six were smaller than legal size. Of the fifty-six contract blanks returned from county superintendents, twenty were of the type numbered "64" contract blank the most widely used of any single teaching contract in Montana.

Preferences of Respondents. As shown in Table I of the Appendix, a total of 121 respondents gave an opinion on the contract used in their respective localities. Twelve respondents were completely satisfied with the contract in use. Seventy-two indicated satisfaction with the contract in use, but thought improvements could

be made. Fourteen were completely dissatisfied with the contract in use, while twenty-three reported dissatisfaction, but with the indication that certain corrections would make the contract acceptable.

A total of 100 respondents gave an opinion on a statewide, uniform contract for Montana. Twenty-five were completely in favor of uniform contract. Sixty-four expressed a favorable opinion provided such a contract met certain specifications. Four of the respondents were completely against the idea of a uniform contract for Montana, while seven seemed skeptical but were not entirely adverse to the idea.

A problem posed itself in the recording of the various statements and opinions given by the respondents. Some returned detailed and informative letters, some wrote brief statements of a general nature, while others indicated their preferences with one word written along the margin of the form letter and returned it with the contract. This method of securing the opinions and preferences of the respondents may have been disadvantageous in this respect, but it did allow for freedom of expression and choice.

An attempt was made to choose the most typical statements which would fit all of the respondents placed in the several categories. The first section deals with comments indicating satisfaction, with the form used.

Typical Comments. ("Yes", with no reservation.)

<u>Comments.</u>	<u>Number of replies</u>
1. "We like our contract."	5
2. "This is a composite of several contracts, and works very well."	3
3. "I helped write this contract and find it very satisfactory."	4
("Yes", with reservation.)	
1. "This seems to serve our purpose, but could stand improvement."	26
2. "The form is satisfactory except that it should have sick leave included."	12
3. "This form is sent by the county superintendents, and we type in any additions needed."	5
4. "This form has been revised recently, but is not entirely satisfactory yet."	9
5. "We are planning a revision to correct existing flaws."	11
("No," with no reservation)	
1. "The form is obsolete and needs revision badly."	5
2. "This contract is not binding enough on the teacher."	4
3. "I don't like this form."	5
("No" with reservation)	
1. "No contract seems to hold the teacher, but this is as good as any."	14
2. "The form is old and too detailed, but it seems to work."	9
3. "I don't like this form but it makes no difference. Teachers never read it anyway."	2

The next section deals with comments made by respondents concerning a uniform contract for Montana.

Comments. (cont.)

Number of replies

("Yes," with no reservation.)

- | | | |
|----|---|----|
| 1. | "I like the idea of a statewide contract." | 16 |
| 2. | "I am definitely in favor of a statewide contract for Montana." | 25 |

("Yes," with reservation.)

- | | | |
|----|---|----|
| 1. | "Space should be included for additional stipulations to be inserted by local boards." | 34 |
| 2. | "Dismissal and resignation stipulations should be legally and plainly stated for easier enforcement." | 11 |
| 3. | "Sick leave benefits should be included." | 10 |
| 4. | "Uniform contracts would be satisfactory if they were not made mandatory." | 4 |
| 5. | "Would be successful only if mandatory." | 4 |
| 6. | "A uniform contract might be satisfactory." | 3 |

("No", with no reservation.)

- | | | |
|----|--|---|
| 1. | "It'll never work." | 1 |
| 2. | "Not good, districts have too many local problems." | 1 |
| 3. | "We see no reason for a uniform contract." | 1 |
| 4. | "A statewide contract is not the answer to any of our problems." | 1 |

("No", with reservation.)

- | | | |
|----|---|---|
| 1. | "My reaction is negative unless it would meet certain guarantees." | 3 |
| 2. | "It would be satisfactory if used only as a guide for the local districts." | 2 |
| 3. | "A uniform contract may raise the "low" to some extent, but it would also tend to stifle local improvements in the future." | 1 |
| 4. | "I doubt that a contract could be devised that would meet the needs of all the schools, but I'm willing to be convinced." | 1 |

Some comments were received which did not fit any of the above categories. Several respondents questioned "standardization" in any form. The indication was that socialism would be the next step. One respondent expressed a definite fear of a return to "Hitlerism" if such a step as enforcing a uniform teaching contract were taken.

One underlying similarity in many of the comments from respondents seemed to be the desire to keep flexible any uniform contract the state might adopt. That is, a uniform contract for Montana should include space for the local board of education to include agreements necessary for each local school district. The effect this kind of procedure would have on a uniform contract would be problematical to say the least. At any rate, the evidence seems to show very little agreement among school administrators and county superintendents concerning the essentials of a "good contract," uniform or otherwise.

These comments and views given by the various respondents may serve to give some insight into the results of the present study which are reported in the next section.

Explanation of Tables. All of the agreements found in the content of the various contracts were tabulated, and from this tabulation the data were transferred to the tables.

In order to present an informative and yet comprehensive description of the agreements, some arrangement of them had to be made. All the agreements which concerned teacher resignation were placed in one table. The agreements con-

cerning the dismissal of teachers were placed in another. Because of the great amount of variation in the number of days allowed for sick leave, and also, in the administration of sick leave policies, two tables were needed for this category. In the first table were listed the agreements concerning the number of days allowed. In the second table were listed those agreements concerning the administration of sick leave policies.

Several agreements were encountered during the course of the survey which were of a somewhat personal nature. These agreements are considered by some as being not directly concerned with teaching duties¹ and therefore, were placed in a separate table, designated as "personal duty" stipulations.

Agreements occurring only once during the course of the survey were designated on that basis as being miscellaneous, and were also placed in a separate table. All other agreements which did not fit into the special categories as outlined above, were designated as general stipulations. These general stipulations were then placed in four tables according to the frequency with which they appeared. In the first table appear the general stipulations found in from fifty to one hundred percent of the contracts surveyed. In the second table appear those found in from twenty-five to fifty

¹Ward Reeder, The Fundamentals of Public School Administration (New York: The Macmillan Co., 1953), p.137.

percent; and in the third, from five to twenty-five percent. In the fourth table appear those general stipulations found in more than one contract, but in less than five percent of the total contracts surveyed.

All of the tables containing the various agreements were designed to give the following information: (1) content of each agreement; (2) the five sources from which contracts were received that included each agreement; (3) the number of contracts from each source which contained each agreement, and the frequency percentage of appearance; (4) the total number of cases and frequency percentage of each agreement. The total percentages given in all except one of the tables were based on 230 contracts surveyed. In the table containing the administrative policies of sick leave benefits the totals were based on only those contracts which contained a sick leave stipulation. In this case the total number of contracts containing sick leave benefits was eighty-four.

General provisions. There are four provisions shown in Table I which occurred in all contracts. These were: (1) the name of school or district number; (2) name of teacher; (3) agreement to teach; (4) Amount of salary stated. Most of the contracts stated an annual salary both in writing and in figures. However, there were some variations used. One contract contained a "rider" agreement which stipulated that the amount of salary stated was dependent upon passage of a proposed mill levy on the district. If the levy failed, the salary could be lowered accordingly and the district

would not be legally bound by the salary provisions of the continuing contract law. Two contracts stated the annual salary in two different figures. The first figure was stated as basic salary, while the second was termed "Cost of living adjustment." This second figure was not to be considered as salary under the terms of the same law referred to above. One contract stated that the annual salary was based on the consumer price index, and that for each three point variation of the index, a fifty dollar adjustment would be made accordingly in the annual salary.

All but eight of the contracts contained an agreement stipulating the manner in which the salary was to be paid. There were some variations in these stipulations concerning the number of installments, time of payments and school or calendar month. Fourteen of the total number of contracts containing a method of payment stipulation, gave the teacher a choice of either nine or twelve equal payments. Ninety-four contained a blank number of installments; thirty contained twelve installments; thirty-five contained ten installments, and forty-seven contained nine installments. One contract stipulated eighteen payments and one stipulated eleven.

Little variation was found in the time of payment, except that forty-six specified the end of the school month, which is usually considered twenty teaching days, and sixty-nine specified the end of the calendar month, and in three contracts the actual dates of each payment were stipulated.

Another variation found in forty-seven contracts was the reference to, or an actual quote from, section 75-1516 (964) of the Montana School Law.² Briefly, this law states that warrants shall be drawn from the county treasurer from money standing to the credit of said school district.

One contract stipulated that payment was contingent upon... and here a blank space was provided to be filled in presumably by the board. No indication was given as to what was entered in the blank space. Forty contracts stipulated that the last payment would not be made until all required reports were accepted by the superintendent. Two of these specified the county superintendent.

There were other stipulations which affected the method of payment, but these were in the nature of "safeguards" against teacher resignation. A more complete description of them is given in the section dealing with resignation stipulations.

A legal teaching certificate was required in 207 cases. This stipulation was usually worded in the following manner: "The teacher represents himself or herself as holding a legally valid teaching certificate in full force and effect for the

² State Department of Public Instruction, School Laws of the State of Montana (Great Falls: Great Falls Tribune Printing and Supply Co., 1953), p. 34.

state of Montana." No mention whatever was made in the other twenty-three cases.

The next important stipulation to be considered is the specification of the school term. There was considerable variation in the form of the various stipulations, and because of this, the general stipulation was broken into three parts and listed according to the manner and frequency with which each part was stated. Eight contracts specified no length of school term, but were included in the totals.

Date of beginning school term

Manner stated	Number of cases
1. Specific date provided in contract.	194
2. No date specified.	25
3. Exact date to be set by board.	11
4. Date changed by mutual agreement.	2

Length of term

1. Not less than 150 teaching days.	61
2. Blank provided for number of days.	49
3. Blank provided for number of months.	48
4. Not to exceed 180 teaching days.	12
5. No length specified.	17
6. Nine months.	8
7. Not less than 180 nor more than 185 teaching days.	8
8. 185 teaching days.	7
9. Beginning and ending dates given.	6
10. Not less than 175 nor more than 185 teaching days.	4
11. Nine and one-half months.	2

12.	No less than 180 nor more than 180 days.	2
13.	Actually hold school 180 days.	2
14.	No less than 180 nor more than 183 teaching days.	2
15.	Thirty-eight weeks.	1
16.	Thirty-six weeks.	1

Eleven contracts also stipulated the term of contract as being a full year.

School term modifications

1.	No modification specified.	164
2.	Exclusive of holidays and recesses, but including teachers' conventions and institutes.	20
3.	Attendance at institutes and conventions considered as days taught, if attended.	13
4.	Exclusive of legal holidays and any other days when school may not be in session.	10
5.	Exclusive of legal holidays and vacations.	12
6.	Exclusive of holidays.	4
7.	Including institutes and teachers conventions.	2
8.	Exclusive of vacations.	1
9.	Less any approved by state department.	1
10.	Length of all holidays to be fixed by the board.	1
11.	Teaching days to be construed as days on which school is convened and in session.	1
12.	Including only one week of holiday vacation.	1

Although there seems to be considerable variation in the form of stipulations defining the length of school term, closer inspection of the above tables may lead to

some interesting deductions. Differences may be more apparent than real. For instance, in the first table which provided for the date of beginning school, 194 contracts specified dates ranging from the first to the fifth of September. The twenty-five cases not specifying a date, and the eleven cases in which the board was to set a date may have been different of course. However, one may be relatively safe in assuming that in those cases the date of beginning school probably varied in few, if any, instances from the last week in August, or the first week in September.

In the table defining the length of school term, it was found that seventeen contracts did not specify a length of school term, and that three contracts specified what amounted to thirty-eight weeks. Except for these contracts, all others specified lengths no shorter than 175, and no amount longer than 185 teaching days. As this table shows the actual stipulations printed on the contract, it is found that ninety-seven contracts provided only blanks for the number of days or months in the school term. However, forty-one of these blanks were filled in with ink upon arrival. Although this type of insertion is not considered as a part of the contract for the purposes of this study, the information is pertinent enough to mention. For in no case was the length of school term shorter than 175 nor longer than 185 teaching days in those contracts filled in with ink.

Eleven contracts specifically stated that the term of contract was for a full year, and the same inference could be

drawn from several others. On the other hand, sixteen contracts stipulated that in no case was the term of contract to go beyond the thirtieth of June.

The table which defines the school term modification indicates a rather wide variation in the manner of stating the stipulation governing holidays and other days when school is not in session. In 164 of the contracts, no stipulation was stated. In a majority of the contracts which did contain a provision governing these matters, the attempt was made, it seems, to establish compliance with Montana school law.³ Several comments were made by school administrators in connection with the school law as it applies to holidays and recesses. The statements in effect, said that some of the confusion which seems to exist in the provisions for holidays and recesses was probably due more to the manner in which the school law was stated, than it was to those who framed the contract.

Thirteen of the contracts stated that attendance at teachers' conventions and institutes would be considered as days taught, provided the teacher did attend. One contract made no mention of holidays or conventions, and stated that teaching days included only those days when school was convened and in session. Three other contracts indicated quite

³State Department of Public Instruction, op. cit., Sec. 75-2204 (1062) and Sec. 75-1632 (22), pp. 48-83.

plainly that holidays and recesses were at the discretion of the board. In the remaining contracts, the terms "inclusive" and "exclusive" were used quite frequently to indicate that days spent at teachers' conventions and institutes were to be counted as days taught, and that holidays and other recesses were not to be counted as days taught.

The sample contract blank which is at present identified with the Montana State Department of Education,⁴ clarifies this provision to some extent. The use of "days taught" in this instance has reference to the manner in which the length of school term is defined in the state law for the purpose of receiving foundation program funds.

An agreement that the teacher must abide by the rules and regulations of the board was found in all first class district contracts but was omitted in some of the contracts from each of the other sources. The total number of contracts containing this stipulation was 164. Only four of the 164 contracts containing the agreement to abide by the rules of the board made any mention of making these rules known or available to the teacher. All four of these contracts stipulated that a copy of the rules and regulations were attached to the contract. Three copies were in the form of mimeographed sheets attached to the contract blank, and one was in the form of a 3"X5" handbook. Three of the copies were from first class districts, and one was from a second class district.

⁴See Appendix.

From a comparative standpoint, the above information does indicate somewhat of a change or trend in Montana teaching contracts since 1945. In the Johnstone and Hindle report⁵, only twenty nine percent of the contracts studied contained the stipulation that the teacher must obey the rules of the board. No mention was made of copies of the rules being made a part of the contract and available to the teacher. In the present study, seventy one percent contained such a stipulation, and in four of these cases, copies of the rules were attached.

Time limits for acceptance of the offer and return of the contract were stated in 126 contracts. The time limit was quite uniform in those contracts which actually specified the number of days. Twenty days was the usual number. In those contracts which did not specify a number of days, a blank space was provided to be filled in by the board.

In 121 contracts a provision was made for a salary agreement during the time when school may be forced to close due to epidemics or other unforeseen reasons. The form "64" in the appendix gives an excellent example of the manner in which most of these agreements were stated. Other variations in the manner of statement included: (1) no pay during time lost, but full pay for make-up time at end of term; (2) salary to cease for such time as school is closed; and (3) half pay for time lost. In sixteen of these contracts, a

⁵See page 17.

"rider" agreement stipulated that in no case was the school term to go beyond the thirtieth of June. Fifty percent of the contracts contained a direct statement that Montana school law was incorporated in the contract. Also, fifty percent contained provisions which required an oath of office to be taken by the teacher.

All of the general agreements referred to thus far have been those which have appeared, in one form or another in fifty to one hundred percent of the contracts. This includes a total of thirteen general agreements.

The next group of general provisions considered are those which appeared in from twenty-five to fifty percent of the contracts surveyed. The agreements in this category are shown to range in from thirty-six to forty-five percent of the total contracts.

A difference is found here, in contracts from first class districts compared to those from the other sources. Only one of the eight agreements which appeared in this group was found in contracts from first class districts. This agreement, which states that the teacher is to be assigned duties by the board or school superintendent, is found in all first class district contracts. By comparison, only one of the county rural contracts contains this provision.

The first four agreements in the table were usually found as a group in most of the contracts from second and third class districts. That is, all four of the agreements

TABLE I

FREQUENCIES AND PERCENTAGES OF GENERAL PROVISIONS WHICH OCCURRED IN FIFTY PERCENT OR MORE OF THE TOTAL CONTRACTS, WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class		Second class		Third class		County rural		County schools		Totals	
	#	%	#	%	#	%	#	%	#	%	#	%
1. Designation of school district.	9	100	72	100	76	100	56	100	17	100	230	100
2. Name of teacher	9	100	72	100	76	100	56	100	17	100	230	100
3. Agreement to teach.	9	100	72	100	76	100	56	100	17	100	230	100
4. Amount of salary stated	9	100	72	100	76	100	56	100	17	100	230	100
5. Method of payment stipulated. .	9	100	72	100	70	92	53	96	17	100	221	96
6. Signature of teacher, clerk, and chairman of school board. . . .	9	100	68	95	73	95	54	98	17	100	221	96
7. Legal teaching certificate required	6	70	62	86	72	94	53	94	14	82	207	90
8. Length of school term specified	7	78	63	87	67	88	51	90	17	100	205	89
9. Agreement to abide by rules of the board	9	100	54	75	54	71	37	65	11	70	165	71
10. Time limit to accept offer and return the contract	9	100	42	58	36	47	29	52	11	70	127	55
11. Provision for salary agreement during closed school (epidemics)			28	39	47	52	46	84	6	35	121	53
12. Statement that Montana school law is incorporated in contract	5	55	35	49	36	47	32	60	7	41	115	50
13. Oath of office required	1	11	23	33	43	57	42	75	5	32	115	50

were found in the same contract and were stated in the following manner:

The teacher agrees to enforce the rules prescribed by the superintendent of public instruction and the county superintendent, to use only such textbooks as are prescribed by law and to keep a school register and make the returns prescribed by law, and to use the prescribed course of study.

Another agreement was added to the group in twenty-two percent of the second class district contracts, thirty-nine percent of urban third class contracts, twenty-three percent of the county high school contracts, and in sixty percent of those from county rural districts. This agreement, as shown in the form "64" in the appendix, required the teacher to strictly follow the advice of the county superintendent given within his or her authority.

Seventy-six percent of the rural district contracts contained a provision for daily janitorial service. The next highest percentage for this agreement was found in the third class urban districts which contained forty-six percent. Contracts from other sources were relatively free from this agreement. The first class districts had none, the second class had fourteen, and the county high schools contained seventeen percent. Seventy-five percent of the contracts which did contain this provision, also provided a blank space to be filled in with the name of the party who agreed to perform the services. Twenty-five percent listed the teacher. Another agreement usually listed with the above

agreement, stated that the teacher was not responsible for cleaning the school after the functions of other organizations. This may give an indirect indication of whose name usually appeared in the blank spaces of the agreement referred to above.

The next group of general stipulations observed was that which appeared in less than twenty-five, but more than five percent of the total contracts. In this group a comparison of first class district contracts with those from the other sources shows that contracts from the first class districts are relatively free from these stipulations. Only six of the sixteen stipulations listed are found in first class contracts. These six are: (1) sum required by the teachers' retirement law to be deducted from the teachers' salary; (2) the receipt of the contract serves as notification of appointment; (3) the teacher must execute the directions of the superintendent of schools; (4) health certificate required of the teacher; (5) a provision for summer school attendance; (6) the teacher must follow the advice of the district superintendent.

All except three of the provisions were found in some of the contracts from the other sources. The agreements which required the board to keep the school building in good repair and to furnish supplies; and the agreement for the teacher to follow the advice of the district superintendent were not found in any contracts from County high schools. The agreement for the teacher to execute the directions of the superintendent of schools was not found to be included

TABLE II

FREQUENCIES AND PERCENTAGES OF GENERAL PROVISIONS WHICH OCCURRED IN BETWEEN TWENTY-FIVE AND FIFTY PERCENT OF THE TOTAL CONTRACTS, WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class		Second class		Third class		County rural		County hi sch.		Totals	
	#	%	#	%	#	%	#	%	#	%	#	%
1. Conform to prescribed course of study	28	39	35	46	36	65	6	35	105	45		
2. Keep records required	28	39	35	46	36	65	5	30	104	45		
3. Enforce the rules and regulations of the state and county school superintendents	20	28	37	48	38	69	4	23	99	43		
4. Use only textbooks approved by law	24	33	33	43	34	61	4	23	95	41		
5. Provision for daily janitorial service	10	14	35	46	42	76	3	17	90	40		
6. Teacher to be assigned duties by board or school superintendent	9	100	46	64	20	36	1	11	63	87	38	
7. Teacher not responsible for cleaning school after functions of other organizations	11	15	30	39	41	73	3	17	85	37		
8. Teacher to strictly follow the advice of the county superintendent	16	22	30	39	33	60	4	23	83	36		

in any County rural contracts.

The provisions which required the board to provide water and toilet facilities, scrub the floors every three months, deduct teachers' retirement sums, and keep building in good repair; and the provisions which required the teacher to obtain a health certificate and register a teaching certificate in the County superintendent's office are references to Montana school law. Sections of the laws were actually printed on thirty four of the contracts from the various districts and County superintendents.

A provision for extra duty assignment was found in fifteen percent of the contracts. This provision was usually stated along with the agreement to teach and provided that the teacher was to perform such other extra curricular duties as would be assigned by the superintendent or board. In a few cases the actual duties such as class sponsor, play production, and school newspaper were spelled out.

In ten percent of the contracts the teacher agreed to abide by the currently adopted salary schedule. Seven of these contracts, or three percent of the total, contained an attached copy of the salary schedule.

A provision for summer school attendance was found in eight percent of the contracts. This provision was generally stated in one of two general forms. The first and most widely used form stated that the teacher was to be paid a certain amount according to the credits earned in his or her teaching field which would be added to the next years salary. The second form of agreement simply stated

that the teacher must attend summer school at regular intervals.

Seven percent of the contracts stipulated that the contract was to be in full force and effect after it was signed by both parties. Five percent required a teaching certificate to be registered in the County superintendents office.

Nine general agreements were found in more than one contract, but in less than five percent of the total. Only three of these were found in contracts from first class districts, and only one in contracts from County high schools. The three agreements found in first class district contracts were: (1) teacher responsibility that information given in application be true and correct; (2) teacher to attend workshop in addition to regular term if the superintendent desires; and (3) teacher to deposit certificate and transcript of college credits with the clerk of the board. The one agreement found in contracts from County high schools provided the specific duty assignment for the teacher.

One of the nine general agreements was found only in contracts from second class districts. This was the aforementioned cost of living adjustment in the teachers' salary. Three of the second class contracts contained this provision.

The County rural contracts, on the other hand, contained all but four of these agreements. The four agreements which were not found were: (1) teacher to attend

TABLE III

FREQUENCIES AND PERCENTAGES OF GENERAL PROVISIONS WHICH OCCURRED IN LESS THAN TWENTY-FIVE, BUT MORE THAN FIVE PERCENT OF THE TOTAL CONTRACTS WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class			Second class			Third class			County rural			County hi sch.			Totals		
	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#
1. Sums required by teachers retirement to be deducted from salary	4	44	15	20	21	27	5	9	3	17	48	21						
2. Board must provide water and toilets			9	12	14	20	12	22	2	11	37	16						
3. Provision for extra duty assignment			14	20	13	19	3	5	6	34	36	15						
4. Rooms scrubbed once every three months			8	11	10	13	14	25	2	12	34	14						
5. Sections of school law printed on the contract			4	6	7	9	20	35			31	13						
6. Board to keep building in good repair and furnish supplies			8	11	13	19	7	13			28	12						
7. Contract serves as notice of election	7	77	13	19	5	7	2	3	1	5	28	12						
8. Abide by current salary schedule			10	14	9	12	2	3	2	12	23	10						
9. Execute directions of the superintendent of schools	2	22	12	16	5	7			2	12	21	9						
10. Health certificate required	1	11	11	15	4	5	3	5	1	5	20	9						
11. Enforce rules of state and district superintendents			10	14	5	7	2	3	2	12	19	8						
12. Provision for summer school attendance	1	11	7	10	8	10	1	2	1	5	18	8						
13. Completion of contract in no case to go beyond June thirtieth			6	8	6	7	3	5	1	5	16	7						
14. Contract to be in full force and effect when signed by both parties			4	6	5	7	6	10	1	5	16	7						
15. Teacher to follow advice of district superintendent	2	22	10	14	2	3	1	2			15	7						
16. Teaching certificate to be registered with county superintendent			3	4	5	7	2	3	2	12	12	5						

workshop; (2) the teacher to deposit certificate with the board; (3) the board to have the right to re-assign, but not to reduce salary of the teacher; and (4) the cost of living adjustment stipulation.

The length of the school day for the teacher was specified in slightly less than five percent of the contracts. The time was given in all cases for the teacher to be in school from eight-thirty A.M. to four-thirty P.M., with an hour off for lunch at noon. One of the second class contracts specified only forty-five minutes for the lunch period.

The provision which required the teacher to be responsible for information given in the application was found in four percent of the total contracts. The manner in which this agreement was stated in all but one of the contracts, varied little from that given in the table. One second class contract, however, stated that the part of all correspondence between the two parties which referred only to the teacher, was included in and made a part of the contract.

Four percent of the contracts contained the agreement that the teacher must pledge cheerful conformity to the terms of the contract. Three percent stated that the terms of the contract constituted the only agreement between the teacher and the district.

Teacher resignation stipulations. There seemed to be two purposes underlying the provisions affecting teacher

TABLE IV

FREQUENCIES AND PERCENTAGES OF GENERAL PROVISIONS WHICH OCCURRED IN MORE THAN ONE CONTRACT, BUT LESS THAN FIVE PERCENT OF THE TOTAL CONTRACTS WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class		Second class		Third class		County rural		County hi sch.		Totals	
	#	%	#	%	#	%	#	%	#	%	#	%
1. Length of school day specified . . .	4		6		5		2		3		11	
2. Provision for specific duty assignment	3		4		4		1		2		11	
3. Teacher responsible that information in application is true and correct .	2	22	5	7	2	3	1	2			10	4
4. Teacher to pledge cheerful conformity to terms of the contract . . .	3		4		4		2		3		9	4
5. Teacher to attend workshop in addition to regular term if the superintendent of schools desires . . .	1	11	5	7	2	3					8	3
6. The contract to constitute the only agreement between teacher and board.			3		3		1	2			7	3
7. Teacher must deposit certificate and transcript of college credits with the board . . .	2	22	3	4	1	1					6	2
8. Board has right to re-assign but not to reduce salary of teacher . . .			4	6	1	1					5	2
9. Teacher agrees to a contractual cost of living adjustment . . .	3		4								3	1

resignation during the term of the contract. The first purpose was manifested in those agreements which were designed to prevent teacher resignation, and the second was manifested in those agreements dealing directly with procedures and penalties in case of resignation. For example, eight percent of the total number of contracts contained an agreement which stated that a certain percentage of the teachers' salary would be withheld each month, and that the accumulated sum would be forfeited if and when the teacher resigned during the school term. Seven percent of the total contracts contained a similar agreement to the one above, except that in this case a specified sum was withheld from the total salary, to be forfeited anytime the teacher resigned. Three contracts contained a variation of this agreement which stated that if the board offered the teacher a new contract for the next school term, and the teacher accepted and signed the contract, a specified amount of money would be withheld from the present salary to be paid to the teacher on the first day of school the next following term, provided the teacher were present and had assumed teaching duties.

In all, fifteen percent of the total number of contracts contained agreements which allowed the board to withhold salary in some manner as protection against possible teacher resignations. This figure may have some significance because of the fact that only forty-six percent of the total contracts contained any provision for teacher resignations.

A weakness in the present study becomes apparent at this point. Although sixty-four percent of the contracts surveyed contained no resignation stipulation, this did not mean that the school boards which used those contracts had no resignation policies in the rules and regulations which by reference were made a part of the contract. This is also true in other areas of agreement.

An examination of the remaining resignation stipulations shows that these were designed for the purpose of outlining procedures and penalties incurred upon actual resignation by the teacher prior to completion of the contract. In seven percent of the total contracts the parties agreed that the board had the right to recommend cancellation of the teachers' certificate. A flat rate presented to the board in the form of a money order was required in five percent, and a thirty day time notice was required of the teacher in six percent of the contracts.

An agreement which stated that resignations would not normally be accepted after a specified date in summer, appeared in five percent of the contracts. In one contract, the date specified was the fifteenth of June. In seven contracts the date was the fifteenth of July, and in four the date was the fifteenth of August.

In two percent of the contracts, the board reserved the right to waive any penalties, and, in another two percent, the contract could be nullified by mutual agreement. One percent, or three contracts, stipulated that no release

would be granted, and another one percent listed specific reasons which would be considered as imperative for resignation. These were: (1) services of the teacher needed at home; and (2) personal illness making it impossible for the teacher to continue teaching duties.

Dismissal stipulations. No provision was made for the dismissal of teachers in sixty percent of the contracts. This again indicates an unknown area concerning school board policies affecting the dismissal of teachers in those schools. However, forty percent of the contracts did contain dismissal stipulations, and some ideas may be gained from them.

Twenty percent of the total number of contracts stipulated that a teacher may be dismissed at any time for any cause the board deemed satisfactory. This stipulation was most frequently found in combination with two other agreements shown in the table. The complete agreement was generally stated in the following manner.

"It is further agreed and understood that the board of trustees reserves the right to cancel this contract for good cause and said board of trustees shall be sole judge of what is good cause, but the party of the first part shall receive written notice of the reason or reasons for such termination of the contract and of the time and place where said teacher may appear before the board for a hearing. All obligations of the board cease at the time of cancellation of this contract."

One contract contained the above agreement with a certain variation. In this case the contract stated that the teacher may ask to appear before the board for a hearing.

TABLE V

FREQUENCIES AND PERCENTAGES OF TEACHER RESIGNATION PROVISIONS WHICH OCCURRED IN THE
TOTAL NUMBER OF CONTRACTS, WITH TOTALS INDICATED FOR EACH SOURCE

Stipulation	First		Second		Third		County		County		Totals	
	class		class		class		Rural		Hi sch.			
	#	%	#	%	#	%	#	%	#	%	#	%
1. No provision specified.	5	55	31	43	53	70	46	80	11	65	146	64
2. A percentage of salary withheld each month. Accumulated sum for- feited at time of resignation	1	11	11	15	4	5			3	17	19	8
3. Board has right to recommend cancel- lation of teachers' certificate			7	10	5	7	3	5	1	5	16	7
4. Time notice required of the teacher	1	11	7	10	4	5	1	1	1	5	14	6
5. A flat rate in dollars charged for resignation during school term.			8	11	1	1	2	3	1	5	12	5
6. Specified sum withheld from salary. This sum to be forfeited if teacher resigns before end of school term	1	11	11	15	4	5	1	1			17	7
7. Not accepted after specified date in Summer	1	11	1	1	5	7	4	5	1	5	12	5
8. Board has right to waive any penalties	1	11	3	4							4	2
9. Contract may be nullified by mutual agreement	1	11	3	4							4	2
10. No release granted.			2	3					1	5	3	1
11. Specific reasons listed as imperative by the board for teacher to resign without penalty			2	3			1	1			3	1

Ten percent of the total contracts contained a provision to pro-rate the salary at the time of dismissal to the actual time of service. Six percent stated that the teacher could be dismissed for inefficiency, disloyalty, or unprofessional conduct, and two percent stated insubordination as a cause for dismissal.

Three percent contained a provision which would dismiss the teacher for unforeseen or unavoidable factors causing the closing of school, while two percent provided for dismissal when the school was closed because of a lack of funds or enrollment.

Two second class contracts provided that the teacher could be dismissed at any time if found to have a contagious disease, and two first class contracts provided that the teacher could be dismissed if age sixty five was reached before the beginning of school. Two contracts stated that a woman teacher could be dismissed if she married during the term of the contract.

Personal duty stipulations. The agreements found in Montana teaching contracts which seem to be based on no direct connection with the agreement to teach school, but which do affect the teachers' actions, are designated as personal duty stipulations for the purposes of this study. There were seven such agreements found in from one to five percent of the contracts studied.

The agreement which appeared most in this group concerned either direct or indirect affiliation of the teacher

TABLE VI

FREQUENCIES AND PERCENTAGES OF DISMISSAL PROVISIONS WHICH OCCURRED IN THE TOTAL
NUMBER OF CONTRACTS WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class		Second class		Third class		County rural		County hi sch.		Totals	
	#	%	#	%	#	%	#	%	#	%	#	%
1. No provision specified	5	55	29	40	48	63	43	78	10	59	135	60
2. Dismissal anytime for unsatisfactory service. Board is sole judge . . .			19	26	15	20	6	11	4	23	44	20
3. Written notice given by board . .			15	20	8	10	3	5	3	17	29	13
4. Unpaid salary at time of dismissal to be pro-rated to actual time of service	44	44	6	8	8	10	4	7	2	12	24	10
5. Teacher may have hearing before board	4	4	9	12	7	9	3	5	1	5	20	9
6. Dismissal for inefficiency, disloyalty, or unprofessional conduct	4	44	6	8	3	4			1	5	14	6
7. Woman teacher may be dismissed for marriage during term of contract .			4	6					2	12	6	3
8. Dismissal for unavoidal factors causing the closing of school . .	1	11	2	3	2	3					5	2
9. Dismissal for lack of enrollment or funds			1	1	2	3					3	1
10. Dismissal if found to have contagious disease at any time. . . .			2	3							2	1
11. Dismissal if age sixty five is reached before term begins	2	22	2	3							2	1
12. Dismissal for insubordination . .											2	1

with the Montana Education Association. Five contracts provided that the teacher become a member of this organization. One of these also listed the National Education Association. Five other contracts provided for withholding of the teachers' salary for as many days as they did not attend an authorized Montana Education Association convention. One contract provided that, "teachers not attending the Montana Education Association district convention will be given work assignments in school during the time others are away for convention attendance."

Four percent of the contracts provided that the teacher must attend meetings, institutes, and conventions deemed important by the superintendent. Two percent provided that the teacher must engage in community activities prescribed by the superintendent.

An agreement which required the teacher to reside in the community was found in three percent of the contracts, and an agreement which provided that the teacher must not engage in outside activity appearing in two percent. One percent of the contracts provided that the teacher must take part in, and attend all school functions.

Sick leave stipulations. Sixty-three percent of the contracts contained no provision for sick leave. This again presents an incomplete picture of what conditions actually are throughout the state. In a majority of the comments made by respondents concerning the items they wanted included in a contract, sick leave was the most mentioned.

TABLE VII

FREQUENCIES AND PERCENTAGES OF PERSONAL DUTY PROVISIONS WHICH OCCURRED IN THE TOTAL NUMBER OF CONTRACTS, WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First		Second		Third		County		County		Totals	
	class		class		class		rural		Hi Sch.			
	#	%	#	%	#	%	#	%	#	%	#	%
1. Provision requiring the teacher to be directly or indirectly affiliated with the Montana Education Association.			4	6	5	7	2	3			11	5
2. Teacher must attend meetings, institutes, etc. deemed important by the Supt.			4	6	2	3	3	5	1	5	10	4
3. Teacher must reside in community where employed			5	7	3	4					8	3
4. Teacher must not engage in outside activity	1	11	2	3	1	1			1	5	5	2
5. Teacher must engage in community activity prescribed by Supt. . . .			2	3	2	3					4	2
6. Teacher must take part in and attend all school functions. . . .			2	3					1	5	3	1
7. Teacher must be a member of National Education Association . . .			1	1							.5	

Some mentioned that they preferred to let sick leave benefits remain a part of school board policy.

Erett L. Moyer⁶ conducted a statewide study of sick leave policies in Montana in 1953-54. In this study, Moyer found that only twenty of the 227 schools surveyed did not have a sick leave policy. His study also indicated that 47.5 percent of the total schools represented had no written sick leave policy in the spring of 1954. The present study has been conducted on teaching contracts used in 1954-1955, and, in this study, forty seven percent contained sick leave provisions. From this the conclusion seems to be that sick leave provisions in Montana school systems are of three general types: (1) contractual; (2) written school policy; and (3) unwritten oral agreements, probably fitted to meet certain needs in each case.

There were considerable variations in the sick leave stipulations which occurred in forty-seven percent of the contracts. However, all of the stipulations contained two basic elements: (1) time allowed, and (2) administration. These two elements were separated for the purposes of this study and placed in separate tables.

In the first table which shows the number of days allowed, eighteen different combinations of days allowed, and methods of accumulating sick leave, are shown. Seven percent

⁶Erett L. Moyer, "Sick Leave Policies for the Teachers in the State of Montana.", (unpublished Masters' Thesis Montana State University, 1954.)

of the total, contain only a blank for the number of days allowed. Of the agreements which did specify a definite length of time, two were most frequently found. They were: (1) ten days accumulative to thirty; and (2) five days per current year. These two appeared in more contracts than all others combined.

Only three first class district contracts contained a sick leave stipulation. All three were different. Ten county rural contracts contained sick leave stipulations, and seven of these provided a blank for the number of days allowed. Four county high school contracts contained provisions for sick leave, and these too, were all different.

The greatest variation occurred in contracts from second and third class urban districts. This probably was due to the fact that contracts from these two sources contained the most stipulations.

The table of stipulations concerning the administration of sick leave shows seventeen different ways in which sick leave was administered. This table is based only on those contracts which contained a sick leave stipulation. Twenty-one percent of these contracts contained no administrative stipulation. Twenty percent gave the board the right to request a doctor's certificate upon return to work. Another twenty percent granted emergency leave with the board's approval to be counted as sick leave. Two percent contained a rather similar agreement which specified the amount of time which could be used as sick leave in emergencies. This agreement did not require the approval of the board.

TABLE VIII

FREQUENCIES AND PERCENTAGES OF PROVISIONS ALLOWING SICK LEAVE WHICH OCCURRED IN THE TOTAL NUMBER OF CONTRACTS, WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class		Second class		Third class		County Rural		County HI Sch.		Totals	
	#	%	#	%	#	%	#	%	#	%	#	%
1. No provision specified.	5	55	35	49	46	60	45	81	13	76	141	63
2. Blank provision to be filled by Board			2	3	7	9	7	13			16	7
3. Ten days accumulative to thirty	1	11	6	8	1	1	2	3	1	5	11	5
4. Five days per current year.			6	8	4	5			1	5	11	5
5. Ten days per current year			5	7	2	3					7	3
6. Five days accumulative to fifteen	1	11	3	4	1	1					5	3
7. Five days accumulative to twenty five.	1	11	1	1	1	1					3	1
8. Five days accumulative to fifty			1	1	1	1			1	1	2	1
9. Five days accumulative to thirty.			2	3	3	4					5	2
10. Three days accumulative to fifteen.	1	11	2	3	3	3					3	1
11. Six days accumulative to thirty			2	3	3	3					2	1
12. Ten days accumulative to fifteen.			1	1	1	1	1	2			2	1
13. Five days accumulative to twenty.			1	1	1	1					2	1
14. Three days per current year							2	3			2	1
15. Six days per current year			1	1	1	1					2	1
16. Six days accumulative to twenty											1	.5
17. Six days accumulative to twelve									1	5	1	.5
18. Six days accumulative to fifteen.			1	1	1	1					1	.5
19. Five days accumulative to ten			1	1	1	1					1	.5
20. Nine days per current year.			1	1	1	1					1	.5
21. Ten days accumulative to forty.			1	1							1	.5
22. Twelve days per current year.					1	1					1	.5
23. Ten half days per current year.					1	1					1	.5
24. Ten first year five thereafter to twenty					1	1					1	.5
25. Five first year six second to ten at sixth					1	1					1	.5
26. One day per month accumulative to thirty					1	1					1	.5
27. Same as (26) except total of forty days					1	1					1	.5

Seventeen percent of the contracts which contained sick leave stipulations, provided that absence not under sick leave would be deducted from the teacher's salary. Two percent provided that the board could terminate the contract after absence of twenty days. One of these added that tenure would not be lost if the contract was terminated.

Twelve percent of the contracts stated that the teacher must pay the substitute for any absence over the sick leave allowance. Five percent stated that only the board would employ and pay substitutes.

Sick leave could be used only for personal illness or death in the immediate family in ten percent of the contracts, and in two percent, the teacher had to be under the doctor's care after the third day to receive full pay. An additional amount of sick leave at half pay was provided for in three percent of the contracts. One contract provided that sick leave was to be compensated by half day periods up to a total of ten half days per year.

Six percent of the contracts contained a provision for the board to either buy back unused sick leave for a specified amount per day or to pro-rate unused sick leave money among the members of the faculty at the end of the term. In one instance the board provided for a 500 dollar sick leave fund to be set up. This fund was to be administered by the faculty.

Accumulated sick leave was not to be used as terminal leave in two percent of the contracts, and in one instance,

accumulated leave was applicable only when current year's leave had been used. Two contracts stated that sick leave was not to exceed five days in any semester or ten days in the second semester. One contract stated simply that sick leave would be prescribed by the board.

Four contracts which contained the provision for ten days leave per current year, cumulative to thirty days, also contained another stipulation which seemed a bit confusing. This stipulation provided that no more than ten days sick leave could be used in any one year. No mention was made concerning payments for unused sick leave.

Miscellaneous stipulations. A total of twenty-six agreements, each appearing only once in the survey, were listed as miscellaneous for that reason. All except one of these agreements occurred in second, third, County rural and County high school contracts. The one agreement which appeared in a first class contract provided for the special mill levy mentioned earlier. The evidence seems to indicate that most of these agreements were formulated because of peculiar local factors or happenings which caused the board to include the stipulation.

The tables which list these stipulations were arranged in such a way as to provide for as much accuracy as possible in the listing of each agreement. For this reason a detailed account of each stipulation was unnecessary.

Recent trends. In the foregoing account of stipulations which occurred in Montana teaching contracts during the

TABLE IX

FREQUENCIES AND PERCENTAGES OF PROVISIONS GOVERNING THE ADMINISTRATION OF SICK LEAVE WHICH OCCURRED ONLY IN CONTRACTS CONTAINING A SICK LEAVE PROVISION WITH INDICATED TOTALS FOR EACH SOURCE

Stipulation	First class			Second class			Third class			County rural			County hi sch.			Totals		
	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#	#	%	#
1. No provision for administration				10	26	5	17	2	20	1	25	18	21					
2. Doctor certificate required on request. . . .	1	33		9	24	6	20	1	10			17	20					
3. Emergency leave with board approval	1	33		5	14	7	23	3	30	1	25	17	20					
4. Salary deducted for unauthorized leave. . . .	1	33		3	8	6	20	1	10	3	75	14	17					
5. Teacher to pay substitute for time used over sick leave allowance	1	33		5	14	3	10			1	25	10	12					
6. For personal illness or death in family				5	14	3	10					8	10					
7. Cash paid for unused sick leave				2	5	1	3		20			5	6					
8. Additional sick leave at half pay				2	5	2	7					4	5					
9. Board must employ and pay substitute. . . .						2	7		10			3	3					
10. Specified amount of sick leave may be used for emergencies				1	2	1	3					2	2					
11. Under doctor's care after third day	1	33		1	2							2	2					
12. Board has right to terminate contract after twenty days absence										1	10	2	2					
13. Accumulated leave not used for terminal				1	2						25	1	1					
14. Five hundred dollar fund set up by the board to be administered by faculty				1	2							1	1					
15. Sick leave to be prescribed by board. . . .				1	2							1	1					
16. Leave compensated by half day periods to a total of ten half days per year. . . .				1	2							1	1					
17. Accumulated leave applicable only when current year's leave is used				1	2							1	1					
18. Leave not to exceed five days in any semester or ten days in second semester						1	3					1	1					

TABLE X

MISCELLANEOUS PROVISIONS WHICH OCCURRED ONLY ONCE IN THE TOTAL NUMBER OF CONTRACTS

Stipulation	Source
1. Teachers must not keep company with high school students.	3d class
2. Teachers must not keep company with high school students of opposite sex.	2 class
3. Teacher to be diligent in taking care of school property.	3 class
4. Each woman teacher shall receive a 200 dollar bonus if she completes term.	3 class
5. It is further mutually understood that the teacher shall	3 class
6. This contract must be accepted with the following provisions	3 class
7. If teacher rents housing from district, the rent will be deducted from salary.	3 class
8. Salary based on Bureau of Labor price index. 50 dollar change at 3 points.	2 class
9. Board agrees to increase salary according to M.E.A. schedule for both experience and professional education	2 class
10. Violation of corrupt practices act or exercise of influence on pupils in behalf of any candidate is grounds for dismissal	2 class
11. A merit service adjustment in salary will be agreed to by teacher	2 class
12. Blank space provided for vacation address of teacher.	2 class
13. The part of salary considered as cost of living adjustment is of a temporary nature and is not considered as part of the basic salary. No tenure rights	2 class
14. Contract to be null and void if teacher is proved to be a member of subversive organization.	2 class
15. Duties assigned to be consistent with the dignity and profession of a teacher	2 class

TABLE X (cont.)

MISCELLANEOUS PROVISIONS WHICH OCCURRED ONLY ONCE IN THE TOTAL NUMBER OF CONTRACTS

Stipulation	Source
16. Acceptance of the position carries the implication that the teacher resigns from the candidacy of a position elsewhere.	2 class
17. Teachers to be in their respective rooms by 8:45 A.M. and 12:45 P.M. so that students may contact them to receive help they desire	2 class
18. The teacher: when sponsoring a school function-to be the first there to open the doors and take care of the students, if not sponsoring-to be there when the program is slated to begin	2 class
19. Teacher to cooperate with district supt. and trustees in developing his or her department to the highest possible degree.	2 class
20. Part of salary is dependent upon approval of a special millage levy by the tax paying voters of said school district. If it fails the dist. will not be legally bound to the salary provisions of the continuing contract law.	1 class
21. Teacher to perform building and playground supervision, and also lunch hour.	2 class
22. Teacher must cooperate with the County superintendent in the development of the educational interests of the community.	County R.
23. Board agrees to furnish all the latest textbooks prescribed for use in the county and the district, along with all necessary supplies.	County R.
24. Application and all other correspondence concerning the teacher shall become a part of this contract.	County H.
25. Teacher to understand that future conditions may require the Board to adopt a rule prohibiting the employment of married women as teachers. If so, that rule will become a part of this contract, and said contract may be terminated upon thirty days notice by the Board.	County H.
26. Teacher to understand that he or she must work twelve months of the year with one month vacation.	County H.

1954-55 school term, 148 agreements were considered. Different form and meaning appeared many times within each of these agreements. For this reason, a difficult task would be encountered in any attempt to compare completely, the changes which might have occurred in all of these agreements, during the last ten years. However, some definite change seems to have appeared in the frequency of some agreements which may indicate a trend in Montana teaching contracts.

Ten different agreements were selected and compared with the results of the Johnstone and Hindle study which covered 111 Montana teaching contracts in 1945. The following table shows the comparison, percentagewise, of the contracts which contained each stipulation in 1945 and 1955.

Stipulation	% 1945	% 1955
1. Teacher to obey rules of the board.....	29	71
2. Teacher may be dismissed any time for good cause, Board sole judge.....	5	20
3. Oath of office required of teacher.....	26	50
4. Provision for sick leave.....	25	47
5. Time limit to accept contract.....	22	55
6. Teaching certificate required of teacher.....	74	90
7. Teacher to follow advice of County Supt.....	29	36
8. Teacher must be member of M. E. A.....	5	5
9. Rooms must be scrubbed once every three months	37	14
10. Woman teacher may be dismissed for marrying..	14	3

In 1945 the cause most frequently listed for the dismissal of teachers was marriage of women teachers during the

term of the contract. In 1955 the cause most frequently listed was number two above.

There is little doubt that the above comparisons do represent some change in Montana teaching contracts between 1945 and 1955. The trend seems to have been toward more obedience to local rules and regulations, more comprehensive dismissal stipulations, increased concern for teacher oaths, inclusion of sick leave provisions, and requiring acceptance of the contract within a definite period of time. The comparison also shows an increase in the requirement of a teaching certificate and in following the advice of the County superintendent. Whether or not these last two represent a trend is rather uncertain because the percentage difference was not as large in these cases.

There seems to have been a trend toward less inclusion of such stipulations as the requirement to scrub floors every three months and the dismissal of women teachers for becoming married. Requirements for belonging to educational associations remained at about the same low level, but other so called personal duty stipulations have declined in number since 1945.

CHAPTER V

SUMMARY AND CONCLUSIONS

The four fold purpose of the present study was to examine the teaching contract forms used in Montana public schools in 1954-55 and to compare them in terms of the frequency with which agreements appeared; to determine what has been done in other states concerning teachers' contracts; to compile information from other studies in the field of teachers' contracts in an effort to determine the extent of uniformity of contracts throughout the United States, and to use the information in a comparative manner; and to find out what Montana school administrators and County superintendents think of the contract in use in the local school systems and what their views were concerning a statewide, uniform contract for Montana.

Letters were sent to Montana school administrators and County superintendents, requesting copies of the teaching contract forms then in use in the respective localities. They were also asked to express the above mentioned views concerning local contracts and a statewide form. Letters were also sent to various educational organizations and state departments of education in quest of information from other areas.

In the meantime, former studies in the field of

teaching contracts were examined and the results of these studies showed that in every case a wide variation of agreements was found in contracts from schools throughout the United States. The number of agreements in contracts from the smaller school systems was almost always larger than in contracts from large schools. The recommendations of these studies were similar in that all of them recommended a minimum number of essential items in a teaching contract, and that local rules and regulations, made available to the teacher, could take care of the details of each local situation. Each of the studies expressed a favorable opinion on the use of a statewide, uniform contract, and the National Education Association openly recommended the adoption of a mandatory uniform contract in each state.

The information gained from the survey of Montana teaching contracts was compiled and tabulated in such a manner that comparisons between contracts from school systems of different size could be made in order to detect any trends or changes in Montana contracts during the last ten years.

Only two of the ten states contacted during the course of the study, reported no action being taken concerning teaching contracts. These two were South Dakota and California. All the other states contacted either had mandatory or suggested uniform contracts for teachers.

As for Montana, the following points should summarize the results of the present study in relation to informa-

tion which may be useful to Montana school people.

Montana teaching contracts vary considerably in the form of agreements found in them. In many instances the differences are of a superficial nature. That is, different means are used to express the same essential meaning. Two rather good examples of this kind of difference are the agreements concerning time off for holidays and conventions. Differences in other areas are also more superficial than otherwise, though to a lesser extent. The methods of payment and the beginning date of school are examples.

In other instances the differences and variations are more far reaching. Sick leave, resignation, and dismissal stipulations vary to a marked degree. Contracts from rural districts are generally more uniform than those from other sources, but as a rule are much more detailed than those from first class districts. The form "64" is used in nearly half the rural districts in the state, but opinions are varied concerning its worth. The main objective to its use in most cases is the fact that no sick leave is included.

After an examination of Montana teaching contracts was made, similar results to those of other studies in the field were obtained. The first class district contracts contain less agreements generally than do those from smaller schools.

There has been a marked increase in the last ten years in the requirement that teachers obey local rules and

regulations. However, the availability of those rules and regulations to the teacher seems not to have made a corresponding increase.

On the whole, Montana teaching contracts compare favorably with those from other sections of the country which were studied in the nationwide surveys. Even the uniform contracts varied to a marked degree from state to state. This could be caused by the variation in school laws from state to state.

Observations and Recommendations. In conducting the survey of teaching contracts in Montana, some factors were observed which might be of interest. One such factor was the expressed desire on the part of those conducting former studies, and also, respondents to the present study; to limit the number of agreements in contracts to the few necessary items, and make the board rules and regulations a part of the contract by reference. The general idea behind this seems to be a simple, brief, and easily enforced contract. The idea seems workable and is probably satisfactory in many school systems. However, care would be needed in such an undertaking in most Montana schools. Few school boards have written rules and regulations, especially in the rural districts. This could be remedied of course, but in doing so the question might arise: Would not the attached rules and regulations become in effect the contract and result in an even more detailed and voluminous document?

If the above approach is not the answer to a simple, easily understood, and enforceable contract for Montana, what about a uniform contract? If a uniform contract were to be decided upon, which type would stand the best chance of being accepted? There are two types, mandatory and suggested.

The evidence seems to indicate that in the twenty-three states which use either a mandatory or suggested uniform contract, little or no opposition was encountered once the contract had been established.

The state department of education would seem the most logical place to construct such a standard contract because responsibility for the items of agreement must of necessity come from one source. From the comments and suggestions made by respondents to the survey, little or no uniformity was found concerning what items should be included in such a contract. Most of them agreed on only one thing, a uniform contract for Montana should include space for the local board to insert agreements necessary for each particular district.

The question of whether a mandatory, or a suggested uniform contract for Montana would be the most acceptable, would be difficult to answer. Both types have been used with satisfactory results in other states. The state of Nevada enacted a law supposedly making a uniform contract mandatory throughout the state. The attorney general later handed down an opinion which stated that the contract was not mandatory. Yet the contract has been in use in about

ninety-five percent of the school districts in Nevada. The state of Washington, on the other hand, created a uniform contract which was not mandatory and only suggested for use. The state department of education expressed official disapproval of other forms and now this contract is used in about ninety-five percent of the Washington school districts. Both of these states expressed similar satisfaction.

This may seem to indicate that once a uniform contract attains official sanction or approval, and is suggested for use, the result seems to be satisfactory.

The value of a statewide, uniform teaching contract has been quite well established in those states which use a uniform contract. The adoption of such a standard contract for Montana would also seem to be a valid and worthwhile undertaking. The question would be in the method of adoption rather than whether or not a uniform contract should be adopted. There are three methods generally use in establishing the use of a statewide uniform contract.

1. Enactment of a law by the state legislature making the use of a uniform contract mandatory.
2. Official recommendation by the state department of education for the use of a uniform non-mandatory contract form.
3. Official recommendation and support by influential teacher and school organizations for the use of a uniform contract.

Whether or not the Montana state legislature would enact a law making the use of a state wide uniform teaching contract mandatory, is an open question. On the other hand,

the Montana state department of public instruction is in a position to officially recommend the use of a uniform, non-mandatory teaching contract devised by the state department. Inasmuch as the state department has been interested in the adoption of a uniform contract, the logical method of adoption for Montana would be a combination of number two and three above. Evidence indicates that the Montana Education Association would support a uniform teaching contract, and this support should be sought by the state department as well as from other Montana school organizations.

Information concerning the value of a uniform contract as well as an explanation of the factors involved in the establishment of such a standard contract, and the items of agreement which make up the contract, should be made available by the state department. This could be accomplished by publishing an informative booklet and sending it to interested school people throughout Montana. Probably more support for a uniform contract could be gained from this than by sending copies of a contract form to school administrators and requesting opinions concerning the items of agreement.

General information which might be included in such a booklet would include explanations of the following items.

1. Adoption of a uniform contract is not an attempt to usurp local control.
2. Teacher benefits such as sick leave, would be considered a local responsibility and not included in a uniform contract. The feeling seems to be that benefits such as these could

not be imposed upon school districts without legislation. The recommendation could be made however, that school boards should have a written sick leave policy to present to the teacher at the time of contracting.

3. The items of agreement in a uniform contract would be clearly within Montana school law.
4. An explanation should be given that there would be no provision for "other covenants" in a uniform contract for Montana. There is a widespread feeling on the part of school administrators that there should be space provided for local boards to insert agreements which would meet the needs of each locality. Yet in no case did an administrator holding this view, give any indication of what "needs" made teaching school in one locality different contractually from teaching in another locality. The recommendations could be made however, that districts which did think "other covenants" were necessary, could make those covenants a part of written school board policy, to be enforced through reference to them in the contract. This could be done so long as those covenants did not conflict with state school law. In this case, Montana state school law would take precedence.

The agreements of a general nature common to all simple contracts such as names, dates, salary, position should be explained as being a part of the agreements of a uniform contract, but that the actual content of such agreements would be left to the contracting parties.

Such information as the above would be a valuable aid to most school boards administrators and teachers in understanding the factors involved in the establishment of a uniform contract for Montana. The actual distribution of an acceptable uniform contract could be made to the various counties by the state department.

EI ELI OGRAPHY

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APPENDICES

APPENDIX A
LETTER OF REQUEST TO
SCHOOL ADMINISTRATORS AND COUNTY SUPERINTENDENTS
IN MONTANA

MONTANA STATE UNIVERSITY

MISSOULA

You will be interested, I am sure, in a study of Montana teachers' contracts which is being made by Mr. Ben R. Larson, a graduate assistant in the School of Education at Montana State University. He is attempting to determine the difference in the various forms of contracts used in the state, and, as a result of the study, may suggest a uniform state-wide contract which embodies the good features of all of them.

Mr. Larson would greatly appreciate your doing the following things:

1. Sending him a copy of the contract form used in your district along with any material which is usually attached to the regular form.
2. Commenting with regard to your opinion on the form of the contract you are now using.
3. Indicating your reaction to the idea of a state-wide, uniform teachers' contract and suggesting items which should be a part of such contract.

You may be sure that any comments you make will be kept in strict confidence. The enclosed, self-addressed envelope will bring the contracts and your comments directly to him.

Let me thank you in advance for your willingness to assist with this commendable project.

Sincerely yours,

Linus J. Carleton

Linus J. Carleton, Dean
School of Education

APPENDIX B
FOLLOW-UP LETTER

MONTANA STATE UNIVERSITY

MISSOULA

Some time ago Dean Carleton of the School of Education sent a letter to school administrators throughout the state, soliciting their co-operation in a state-wide survey of teaching contracts. There is the possibility that you did not receive that letter, or if you did, the letter could have been misplaced or lost in some way. At any rate, we did not get a reply from you.

As you know, the validity of a study such as this is to a great extent dependent upon the response given to it. Just one more return will boost the percentage that much nearer the goal.

So, if you have a spare minute, slip a copy of your school district's teaching contract in the enclosed stamped envelope and mail it. I'd surely appreciate it. If you'd care to comment on your school's contract or the idea of a state-wide contract, I'd appreciate that, too.

I hope this request doesn't inconvenience you too much, and I also want to thank you for your consideration of it.

Cordially yours,

Ben R. Larson
Graduate Assistant
School of Education

APPENDIX C
LETTER TO STATE DEPARTMENTS OF EDUCATION

MONTANA STATE UNIVERSITY

MISSOULA

As a student in the Graduate School of Education at Montana State University, I am making a survey of public school teaching contracts in Montana as partial fulfillment of my work toward the Degree of Master of Arts in Education.

The purpose of this study is to determine the extent of variation in both form and content of the various contracts now being used throughout the state of Montana. The information received will be used with the view toward the possibility of constructing a state-wide, uniform teaching contract.

In a study of this kind, I think it very important that we find out what other states have done, or are doing, along this line. With this in mind I would greatly appreciate any help you might give me concerning the following items:

1. If your state has a mandatory state-wide, uniform teachers' contract, would you please send me a copy of it along with any other material usually attached to the form.
2. If your state does not have the above, could you give me information concerning what has been done, or is being done, along this line in your state.
3. Would you please indicate your own, and if possible any other pertinent reaction in your state to the idea of a state-wide, uniform teachers' contract.
4. Any other suggestions or advice would be welcome.

You may be sure that any comments you make will be kept in strict confidence. The self-addressed stamped envelope will bring your correspondence directly to me.

Sincerely yours,

Ben R. Larson
Graduate Assistant
School of Education

APPENDIX D
TABLE SHOWING DATA ON RETURNS

TABLE SHOWING DATA ON RETURNS

Sources from which contracts were requested	1st.	2nd.	3rd.	co. r.	co. hi.	totals
Number requested.	9	80	107	56	17	269
Number returned	9	72	76	56	17	230
Percent returned.	100	90	71	100	100	85
Type of form returned						
Printed	8	34	25	30	5	102
Mimeographed.	1	38	51	26	12	128
Legal size.	1	37	52	50	12	152
Other size.	8	35	24	6	5	78
Type "64"		5	12	20	1	38
<u>Comments on form used</u>						
Satisfied with form used number of replies						
"Yes" with no reservation	3	2	3	4		12
"Yes" with reservation. .	2	30	29	7	4	72
"No" with no reservation.	2	6	5	1		14
"No" with reservation . .	1	6	6	8	2	23
<u>Comments on statewide uniform contract</u>						
Favored a uniform contract number of replies						
"Yes" with no reservation	1	12	7	3	2	25
"Yes" with reservation. .	3	24	31	2	4	64
"No" with no reservation.	1	1		2		4
"No" with reservation . .	2	3	1	1		7

APPENDIX E
COPY OF CONTRACT FORM NUMBER 64

APPENDIX F
COPY OF UNIFORM TEACHING CONTRACT FOR MONTANA
PROPOSED BY THE STATE DEPARTMENT
OF PUBLIC INSTRUCTION

TEACHER CONTRACT

_____ Montana
This agreement, made and entered into this _____ day
of _____ 19____, between _____,
party of the first part (hereinafter referred to as the
Teacher), and the Board of Trustees of School District
No. _____ of _____ county, Montana, parties
of the second part (hereinafter referred to as the Board).

Witnesseth, that the Teacher, who holds a valid certifi-
cate as a Teacher in Montana, hereby agrees for and in
consideration of the terms and conditions hereinafter stated,
to perform duties in said District as assigned by the (Prin-
cipal) (Superintendent) subject to the approval of the Board,
for the period of the school term beginning on or about _____
_____, 19____, and ending on or about _____
_____, 19____, during which time (he) (she)
shall be required to teach school a minimum of _____ days,
but not more than _____ days exclusive of holidays or recesses
and any other days when school is not in session, excepting
_____ and institutes

WITNESSED, that this
contract has been
read and it shall con-
vey.
_____ of _____
the school term,
Montana State

OVERSIZE

APPENDIX G
ANNOTATED PARTIAL LIST OF MONTANA SCHOOL LAWS
AFFECTING THE CONTENT OF TEACHING CONTRACTS

ANNOTATED PARTIAL LIST OF MONTANA SCHOOL LAWS AFFECTING THE
CONTENT OF TEACHING CONTRACTS*

	section	page
1. Requirement of teachers' contract.	75-1632 (1015)	46
2. Teachers' oath	75-4706 (1327)	219
3. Certification of teachers.	75-2501 (1088)	89
4. Teacher retirement	75-2701 to 5	96
5. Length of school day	75-2201 (1059)	83
6. Length of school month	75-2202 (1060)	83
7. Length of school year	75-2203 (1061)	83
8. Legal holidays	75-2204 (1062)	83
9. Re-election of teachers.	75-2401 (1075)	87
10. Recording of teaching certificate.	75-2519	93
11. Care of third class school houses.	75-3107 (1179)	121
12. Water and toilet accomodations	75-3108 (1180)	121
13. Enforce prescribed course of study	75-2403 (1077)	87
14. Teacher to make required reports	75-2404 (1078)	88
15. Cancellation of teaching certificate	75-2506 (1097)	90
16. Teacher attendance at institutes	75-2604 (1108)	94
17. Selection of textbooks	75-3203 (1168)	122
18. Close of school for conventions	75-1632 (22)	48
19. Teacher care of school property.	75-2406 (1080)	88
20. Free textbooks and supplies	75-3501 (1198)	131
21. Teacher health certificates.	75-2501 (2)	89

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