

2022-2025
CULBERTSON MASTER AGREEMENT
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**CULBERTSON PUBLIC SCHOOLS
PROFESSIONAL NEGOTIATIONS AGREEMENT**

PREAMBLE

This agreement is entered into this 24th day of March, 2022 between the Board of Trustees of School Districts 17J/C/R, Counties of Richland and Roosevelt, State of Montana, acting in the name of said districts hereinafter referred to as the "Board," and the Culbertson Education Association hereinafter referred to as the "Association."

Now therefore, in consideration of the covenants hereinafter mentioned to be kept and performed, by the respective parties hereto, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

Association Recognition

- A. The Board recognizes the Association as the exclusive representative of the teachers employed by the Board on matters of salary, hours, fringe benefits, and other terms of employment, or in regard to any grievance as mentioned in the negotiation agreement hereof, for a period of time from July 1, 2022 to June 30, 2025 inclusive and thereafter until a subsequent representative of such teachers is selected pursuant to 20-4-106, M.C.A.
- B. The Association shall represent members of the appropriate unit which shall consist of all teachers in the school who are certified in Class 1, 2, 4, 5 and Emergency Authorization to Work as provided in 20-4-106, M.C.A., and whose positions call for or require such certification, but shall exclude the following:
 - 1. Certified individuals who are not currently under contract to perform classroom teaching,
 - 2. The superintendent and principals,
 - 3. Supervisors as defined by the act, and
 - 4. Casual or temporary employees (less than 15 hours per week).

ARTICLE II

Agreement All-Inclusive

This agreement may be altered, changed, added to or deleted only by the mutual consent of the parties concerned. This agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

ARTICLE III

Savings Clause

If any provision of this agreement or any application thereof to any teacher is finally held to be contrary to law, then such provisions or application of the agreement shall be deemed invalid, to the extent required by such decision, but all other provisions or applications of the agreement shall continue in full force and effect. At the request of the teachers, negotiations shall immediately commence in order to alter said section(s) providing the benefit(s) according to the intent of the parties. The Association and Board shall both retain the same negotiating team for the duration of the contract, if both teams are still in-district and performing in a comparable capacity.

ARTICLE IV

Duration of Agreement

- A. This agreement shall be in effect as of July 1, 2022, and shall continue in force until June 30, 2025.
- B. Said agreement will be renewed automatically and will continue in force and effect for additional periods of one year unless the Association gives notice to the Board no later than the regular February Board meeting of its desire to renegotiate portions of this agreement.
- C. In the event aforementioned negotiations are not concluded before the expiration date of this agreement, all provisions of said agreement shall remain in force until a new agreement is mutually approved.

ARTICLE V

Changes in Agreement

For the term of this agreement no change shall be made in any provision of this agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual consent of the parties hereto.

ARTICLE VI

Teacher Rights

- A. Nothing contained herein shall be construed to deny or to restrict any teacher of such rights as they have under the laws of Montana and the United States or other applicable laws, decisions, and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. When interpretations or additions to Board Policy are proposed and/or adopted and affect teachers, the Association shall be notified by the Board via posting such interpretation and/or addition for four (4) weeks in the staff work room.
- C. Incidents or situations which could have an adverse effect on the teacher's employment will be discussed between the teacher, the administrator, and the complainant within ten days of the report.

ARTICLE VII

Work Year

- A. The work year consists of a maximum of one hundred eighty-seven (187) days, including PIR days, and will be a mutually satisfactory calendar that meets all requirements.
 - 1. The Superintendent and representatives of the Association will jointly develop calendar options for the following year starting no later than January of the current school year. At the regularly scheduled February Board meeting, the Board will begin review of calendar options and approve a calendar in a timely fashion.

ARTICLE VIII

Work Day

- A. Arrival and Departure. Teachers shall report to school at eight o'clock in the morning, and before the lunch hour ends for students under their charge. Teachers shall remain on duty for thirty (30) minutes after the last class of the day, except on the last regularly scheduled day of the week.
- B. Meetings. Teachers shall attend all meetings called by the building principal or superintendent of schools. These meetings shall be scheduled during the school hours described in Item A of this article.
- C. Duties. Teachers shall, at no additional compensation, be expected to perform a reasonable amount of in-school duties during the normal school day as assigned by the building principal or superintendent.
- D. Extracurricular duties (performed outside the formal school day) shall be voluntary, and will be compensated.

ARTICLE IX

Prep Period and Duty-Free Lunch Period

- A. All teachers shall receive a daily duty-free, uninterrupted lunch period of thirty (30) minutes or the student lunch period, whichever is greater. An eating area, separate from that of the students, will be provided.
- B. Each teacher shall have, during the student school day, at least one class period or one forty-five (45) minute duty-free period daily, in addition to his or her lunch period, for planning and preparation.

ARTICLE X

Professional and Personal Leave

- A. Professional Leaves. Days necessary as determined by the Board or superintendent. There are two categories of professional leave.
 - 1. Professional Assistance Days-chaperoning students by assignment or in conjunction with extra-curricular activities.
 - 2. Professional Development Days-workshops, classes or activities which take the employee out of the school district or away from regular district duties.
- B. Personal. A teacher shall be granted no more than three (3) personal leave days per year, non-accumulative. Requests for personal leave shall be made to the teacher's immediate supervisor with sufficient time to allow the supervisor to arrange for a guest teacher. Unused personal leave shall be added to accumulated emergency leave at the end of the school year.

- C. **Emergency.** Each teacher shall have twelve (12) days per year granted at the start of the school year, with unused emergency leave accumulative to ninety (90) days. Unused emergency leave may not exceed 90 days at the conclusion of the school year. Emergency leave may be used for absences under the following:
1. illness of the employee, including maternity
 2. death or illness of family, relative, or friends
 3. natural disaster such as storms, or floods which are severe enough to jeopardize the health and safety of the employee traveling to school.
- D. **Civil.** Temporary leave at full salary will be provided for each teacher for jury duty and court appearances as a witness. The length of leave will vary with the amount of time required.
- E. **Maternity.** The Board shall provide for the leave of absence from duty for any teacher who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom.
- F. **Association.** One association delegate shall have two days per year for association business. The days taken will be designated as professional leave. Association leave shall be approved by the superintendent prior to taking the leave.
- G. **Extended.** Extended leaves of absence without salary will be provided with the approval of the Board. The duration of the leave shall be no more than (1) year in length. Teachers on said leave shall be entitled to return the same position which they held immediately before commencement of leave or to a position of comparable responsibility and remuneration. Reasons for said leave may include, but are not limited to: extended personal or family illness, child care or adoption, and exchange teaching.
- H. **Sabbatical.** Sabbatical leave of one year shall be available to teachers of the Culbertson Schools after five (5) years of service with the District.
1. The procedure for requesting a sabbatical is:
 - a. file an application with the Professional Growth Committee by March 1st,
 - b. receive a recommendation from the Professional Growth Committee, and
 - c. receive a final approval from the Board. The Board has final approval to grant one sabbatical for any calendar school year.
 2. During said sabbatical, the teacher shall:
 - a. be considered to be an employee of the District,
 - b. receive the District's health insurance benefit,
 - c. be paid one-half (½) of their salary (based on the teacher's salary the year the leave was requested) in monthly installment over the duration of their next annual contract with the Culbertson School District in addition to his/her regular salary for the contracted year.
- I. Beginning with the 1998-99 school year, requested emergency and personal leave will be calculated on fifteen (15) minute increments.

ARTICLE XI

Professional Compensation

- A. The salaries of teachers covered by this agreement are set forth in Appendix "A." Base pay will increase each year by 2 percent from the previous salary schedule. Each year of experience will increase by 2 percent and 4 percent every fifth year.
- B. All incoming teachers, beginning with the 2019-2020 school year will be given full credit up to fifteen years maximum credit on the salary schedule set forth in Appendix "A" for full years of outside teaching experience in any school district accredited by a state accrediting agency.
- C. All teachers working half-time will be promoted on the salary schedule at one step increments for years of experience.
 - 1. Seniority for teachers working half time shall be obtained at the rate of one year for each year of employment.
- D. Those teachers who accept an extra-duty activity which pays a salary will be issued a contract for such activity. This contract will be separate from the teacher's regular teaching contract, and payment for said activities shall be made at the completion of the activity with a separate check. All withholdings and/or benefits will be in force. Extracurricular salaries will be set by the Board.
- E. Teachers may elect to receive their contract salary in ten (10) or twelve (12) payments. Payroll checks will be issued on the 5th of each month. If the 5th is not a pupil instruction day, payroll will be disbursed on the last pupil instruction day prior to the 5th.
- F. Beginning with the 2010-2011 school year, the Board shall pay 100% of the local CEA (\$25), state MFPE, and national NEA Association dues. Beginning with the 2012-2013 school year, any teacher may choose to receive a \$375 professional dues stipend in lieu of Board payment of their state MFPE and national NEA Association dues. Once a teacher selects the \$375 professional dues stipend option offered by the district, the individual teacher shall be responsible for his/her state MFPE or national NEA Association dues.
- G. Any teacher who terminates his/her employment with the Culbertson School District is entitled to a lump-sum payment equal to one-fourth (¼) of the pay attributed to his/her accumulated emergency leave. The pay attributed to his/her accumulated emergency leave shall be computed on the basis of the employee's final salary or wage. The lump-sum payments for unused emergency leave shall begin with the 1984-85 school year. Emergency leave accrued before 1984-85 shall still be available to teachers as accumulated, but shall not be computed in any lump-sum payment.
- H. ~~Beginning with the 2008-2009 school year, any teacher that has accrued at least 75 emergency days at the conclusion of the school year may elect to receive cash payment for any unused personal days at his/her current salary or wage. Teachers that meet this qualification will be asked to complete the Unused Personal Leave Buyout Form (Appendix E) at the conclusion of the school year. Payment will be received on or before June 30th of that year.~~
- I. All curriculum work, to be accomplished beyond the normal work day and mandated by the school district, shall be contracted to the teachers voluntarily and paid back at the rate of \$20.00 per hour.
- J. Beginning with the 2016-2017 school year, any teacher that has earned a master's degree will receive a bonus of \$2,000.00 to be paid annually.

- K. Beginning with the 2016-2017 school year, any teacher with 10 years through 19 years of experience in the Culbertson School District will receive a longevity bonus of \$1,500.00 to be paid annually. Beginning with the year 2022-2023 school year, any teacher with 20 years or more of experience in the Culbertson School District will receive a longevity bonus of \$3,000 to be paid annually.

ARTICLE XII
Insurance

- A. Beginning with the 2022-2023 school year, a sum of seven hundred twenty-five dollars (\$725.00) a month will be allotted to each full-time teacher with no restrictions. Beginning with the 2023-2024 school year, a sum of seven hundred fifty dollars (\$750.00) a month will be allotted to each full-time teacher with no restrictions. Beginning with the 2024-2025 school year, a sum of seven hundred seventy-five dollars (\$775.00) a month will be allotted to each full-time teacher with no restrictions. These contributions are to be paid in twelve (12) monthly installments. Such payments shall be considered a substitute for employee health insurance until such a time that a group plan is agreed upon by both parties or mandated by state law.
- B. The Board shall pay 100% of the premium of a mutually selected disability insurance policy.
- C. The District shall maintain a benefit plan based on Section 125 of the IRS Code to pay eligible non-reimbursable health and dependent care costs. The plan will be administered by a mutually agreed upon third party and the District will pay start-up costs and the monthly administration fee. Participation will be voluntary and will include provision for employee orientation and education regarding plan use.

ARTICLE XIII
Evaluations

- A. Teacher evaluations will be conducted in compliance with evaluation instruments as adopted in school board policy. Said instrument shall be mutually developed, amended, and adopted by the administration and representatives from the Association. For the tenured, who are currently evaluated every other year, an instrument shall be mutually developed, amended, and adopted by the administration and representatives from the association for evaluation in the "off" year.
- B. Prerequisites to the consideration of termination in accordance with M.C.A. sections 20-4-204 and 20-4-206, the teacher must have been observed and written evaluation report(s) must have been made in accordance with this Master Agreement.

ARTICLE XIV
Reduction in Force

- A. The district will resort to a reduction in force if a fiscal exigency is deemed to exist in the district or a drop in enrollment warrants such a reduction. No employee will be laid off during a reduction in force for reasons that are discriminatory or retaliatory in nature, or otherwise prohibited by law. When the district determines the necessity to resort to a reduction-in-force, the following criteria will apply:
1. Certified teachers shall be placed in a reduction-in-force position in an inverse order of seniority with the Culbertson School District. Full-time and part-time teachers will be treated equally. By September 30, the superintendent will provide the Association with a list showing the seniority of each teacher employed by the district, their areas of certification and courses taught. The superintendent shall promptly notify the Association of any changes in the list.
 2. Second preference will be given to teachers in the system with seniority in terms of the total number of years in the teaching profession.
 3. Contracts signed in the same year shall be treated equally.
 4. The sole possessor of an endorsement will be categorically excluded from the reduction in force.
- B. Teachers to be laid off because of a reduction-in-force will be given the following notification considerations:
1. A written notice of the reduction-in-force.
 2. Teachers will not be laid off during the school year in which they are employed.
 3. A thirty (30) calendar day period before the lay-off takes effect.
- C. Tenured teachers who have been laid off because of a reduction-in-force will be given the following considerations for thirty-six (36) months.
1. Teachers who are certified to perform the work will be called back in order of seniority with the district.
 2. Notice of recall will be given by certified, return receipt mail to the last address provided by the teacher. A copy of the recall will be given to the Association.
 3. Teachers called in this manner will have ten calendar days after receipt of said letter to reply in writing to the district.

ARTICLE XV
Grievance Procedure

- A. Definition. Grievance is defined as a claim based upon an event or condition which effects the conditions or circumstances under which a teacher works which may be caused by violations, misinterpretations, or inequitable applications of board policies, statutes, or terms of their agreement.
- B. Procedure.
1. Any grievance, controversy, or dispute shall first be taken up by the grievant and the Association with the immediate supervisor within fifteen (15) days of the alleged grievance. The immediate supervisor shall respond in writing within five (5) days.
 2. If such controversy or dispute cannot be resolved in this manner, it shall be presented to the superintendent or his designee in writing within five (5) days to the response of step 1. The superintendent or his designee shall meet with the grievants and the Association

representative prior to attempting settlement. The superintendent or his designee shall respond in writing within ten (10) days from the time the grievance was presented to the superintendent.

3. If no settlement can be reached in step 2, the controversy shall be presented in writing to the school board or its designee within five (5) working days of receipt of response to step 2, and an attempt at a settlement shall be made. The Board or its designee will respond in writing within ten (10) days from the time the grievance was presented to the Board.
4. Should the Association consider the decision of the Board or its designee to be unsatisfactory, the grievant shall, within ten (10) days of receipt of such decision, notify the Board or its designee in writing of its intention to have such grievance referred to arbitration. Within five (5) days after such notice of intention is delivered to the Board, the Association shall call on the Board of Personnel Appeals to provide a list of five persons from which to choose the arbitrator. Each party shall be entitled to strike two names from the list in alternate order and the name remaining shall be the arbitrator. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcript will pay all costs of the transcript. If both parties request transcripts, they shall share equally the cost of the transcription.
5. The arbitrator selected will confer with the representative of the Board and the Association and hold hearings promptly and will issue his decisions no later than twenty (20) days from the date of the close of the hearing, or, if oral hearings have been waived, from the submission date of the final statements. The arbitrator's decision will be in writing and will set forth findings of facts, reasonings, and conclusions on the issues submitted.

C. The form for filing the grievance is listed as Appendix "B".

ARTICLE XVI

Individual Teacher Contract

The Board and Association have agreed to the contract as set forth in Appendix "C".

ARTICLE XVII

Job Sharing

- A. Definition. Job sharing shall refer to two (2) teachers sharing one (1) full-time position, each sharing 50% of the assignments.
- B. Application. A job share application should be submitted each year. A detailed application submitted by job sharers should include the following:
 1. Scheduling.
 2. Division of teaching responsibilities.
 3. Handling of other responsibilities of the position-meetings, parent conferences, in-service training, etc.
 4. Means of planning and communication between sharers to ensure continuity of instruction and consistency in the classroom.
 5. Means of communicating with parents, principals and other staff throughout the year.
 6. Any substituting arrangements to which the job sharers agree; to include a statement to substitute for each other except when both are excused for bonafide sick leave.
 7. Plan to present the arrangement to the students.

- C. Compensation. Unit members working in a job share position shall receive a prorated amount of leave benefits as per ARTICLE X.
- D. Return to full-time status. If the job sharer chooses to return to full-time status, said request to return shall be filed by March 1st of the previous school year, and shall be dependent upon whether there is a position available for which the job sharer is certified and capable.
- E. Salary Schedule. Job sharers shall be placed appropriately on the teachers current salary schedule, receive one step increment for each year of service and be given appropriate added increments for advanced degrees, tenure or longevity, and will maintain their positions of seniority.
- F. Seniority. Seniority shall be obtained at the rate of one year for each year of job sharing.
- G. Substituting. Job sharers shall substitute for each other when necessary and possible. They shall work out the arrangements between themselves with the concurrence of the principal. The sharers shall keep track of "pay back" days or days that the partner "owes" them. When they substitute for each other in this way, they do not lose any sick leave.
- H. Contingency. If the job sharer team loses one of its members during the year due to serious illness, an accident, or spouse's transfer which may cause a teacher to resign or be absent for an extended period of time, the District may ask the remaining sharer to work full-time. If the sharer does not choose to, then the District shall hire a compatible substitute or replacement when available.
- I. Number of job share positions. No more than two job share teams shall be approved for any one school year.
- J. Evaluation. Evaluation of job share participants may be done as a pair, individually, or a combination of both as determined by the building principal.
- K. Teacher reduced assignment contract. The reduced assignment contract for teachers is set forth in Appendix "D".

ARTICLE XVIII

District Rights

Section 1. Expressed Managerial Rights. The Association recognizes that the District is not required to and is not permitted to meet and negotiate on matters of expressed managerial prerogatives. The District shall retain all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by law to establish school policy of operation including but not limited to, the right to:

- A. Direct employees;
- B. Hire, promote, transfer, assign, and retain employees;
- C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- D. Maintain the efficiency of school operations;
- E. Determine the methods, means, job classifications, and personnel by which school operations are to be conducted;
- F. Take whatever actions may be necessary to carry out the goals of the District in situations of emergency; and
- G. Establish the methods and processes by which work is performed.

Section 2. Effect of Laws, Rules and Regulations: The Association shall recognize any agent of the District selected to represent it in any manner covered by the Master Agreement, evidenced by a letter of appointment executed by the Board Chairman or Clerk of the District. The parties recognize that the teachers covered by this Master Agreement shall perform the teaching and teaching-related services prescribed by the District. The parties also recognize the rights, obligations, and duties of the Board Trustees and orders as empowered in M.C.A. 20-3-324 so far as they are not inconsistent with the terms of this Master Agreement. The parties further recognize that the District, all teachers covered by this Master Agreement and all provisions of this Master Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Master Agreement found to be in violation of any such laws, rules, regulations, directives, and order shall be null and void and without force and effect.

IN WITNESS THEREOF, the Chairman and Clerk of the Board, by authority vested in them pursuant to Resolution passed by the majority of the Board, have on behalf of the Board, subscribed their names; and the President and Secretary of the Association, by authority vested in them by a Resolution passed by a majority of the Association, have hereunto subscribed their names on behalf of the Association.

ATTEST:

*BOARD OF TRUSTEES
SCHOOL DISTRICTS 17J/17R/17C*

[Signature] 3/24/2022 *[Signature]* 3/24/22
Clerk Date Chairman of the Board Date

CULBERTSON EDUCATION ASSOCIATION

Amy Berwick 3/24/22 *Phonda L. Seitz* 3/24/22
Secretary Date President Date

APPENDIX "A"

Culbertson Salary Schedule

		2022-2023	2023-2024	2024-2025
Years		BA	BA	BA
1	2.000%	\$ 35,712	\$ 36,426	\$ 37,155
2	2.000%	\$ 36,426	\$ 37,155	\$ 37,898
3	2.000%	\$ 37,155	\$ 37,898	\$ 38,656
4	2.000%	\$ 37,898	\$ 38,656	\$ 39,429
5	4.000%	\$ 39,414	\$ 40,202	\$ 41,006
6	2.000%	\$ 40,202	\$ 41,006	\$ 41,826
7	2.000%	\$ 41,006	\$ 41,826	\$ 42,663
8	2.000%	\$ 41,826	\$ 42,662	\$ 43,516
9	2.000%	\$ 42,663	\$ 43,516	\$ 44,387
10	4.000%	\$ 44,369	\$ 45,256	\$ 46,162
11	2.000%	\$ 45,257	\$ 46,161	\$ 47,085
12	2.000%	\$ 46,162	\$ 47,085	\$ 48,027
13	2.000%	\$ 47,085	\$ 48,026	\$ 48,988
14	2.000%	\$ 48,027	\$ 48,987	\$ 49,967
15	4.000%	\$ 49,948	\$ 50,946	\$ 51,966
16	2.000%	\$ 50,947	\$ 51,965	\$ 53,005
17	2.000%	\$ 51,966	\$ 53,005	\$ 54,065
18	2.000%	\$ 53,005	\$ 54,065	\$ 55,147
19	2.000%	\$ 54,065	\$ 55,146	\$ 56,250
20	4.000%	\$ 56,228	\$ 57,352	\$ 58,500
21	2.000%	\$ 57,352	\$ 58,499	\$ 59,670
22	2.000%	\$ 58,499	\$ 59,669	\$ 60,863
23	2.000%	\$ 59,669	\$ 60,862	\$ 62,080
24	2.000%	\$ 60,863	\$ 62,079	\$ 63,322
25	4.000%	\$ 63,297	\$ 64,563	\$ 65,855

- \$ 1,500 longevity stipend (10-19 years) in District
- \$ 3,000 longevity stipend (20+ years) in District
- \$ 2,000 Masters Degree stipend

APPENDIX "B"

GRIEVANCE REPORT FORM

Aggrieved Person _____ Date _____

School _____ Subject area or grade _____

Date grievance occurred:

Statement of grievance:

Remedy requested:

Signature of Aggrieved: _____ Date: _____

STEP 1

Decision of Immediate Supervisor:

Signature of Supervisor: _____ Date: _____

Aggrieved response:

Signature of Aggrieved: _____ Date: _____

STEP 2

Date received by Superintendent:

Decision of Superintendent:

Signature: _____ Date:

Aggrieved response:

Signature of Aggrieved: _____ Date:

STEP 3

Date received by School Board:

Decision of School Board:

Signature of Board Chair: _____ Date:

STEP 4

Date submitted to Arbitrator:

Signature of Arbitrator: _____ Date:

STEP 5

Arbitrator's decision:

Arbitrator's Signature: _____ Date:

APPENDIX "C"

CULBERTSON TEACHER CONTRACT

THIS CONTRACT, made and entered into the ___ day of _____, __ (year) between School District 17 J/C/R of Roosevelt and Richland Counties, Montana hereinafter referred to as the District, and hereinafter referred to as the Teacher, WITNESSETH:

1. That said District hereby agrees to employ the said Teacher to teach within his/her areas of certificated endorsement, to teach _____ for the school year 20__-20__, for a period of 187 days of service.
2. That the District shall pay to the above named teacher the sum of \$_____ payable in ___ (10 or 12) installments to be paid on such days of each month as are designated in Article XI. The Teacher's salary will be paid at the rate stated above per annum, less deductions required under federal and state laws, and such other deductions as shall be mutually agreed to. The terms of this contract shall be prorated if the assignment to cover a period of less than a school year or less than full time.
3. When a contract has been terminated by mutual agreement or in accordance with state law, the District shall be obligated to pay that portion of the contracted salary that has been earned up to and including the 1st day of service.
4. It is understood that the teacher holds a valid certificate, or will have met the requirements for such by the opening of school.
5. Both parties shall comply with the provisions of the applicable state laws terms and conditions of the collective bargaining agreement, and with adopted policies of the District (that have been received by the Teacher) which are made a part of this CONTRACT by reference.
6. The individual CONTRACT is subject to the terms and conditions of the collective bargaining agreement between the Association and District, and to the extent that the provisions of this CONTRACT and said agreement may be inconsistent, the provisions of the agreement shall be controlling.
7. In the absence of a previous notice of election or reelection this CONTRACT shall operate as notice of election of the Teacher for the school year designated herein and, unless the Teacher shall accept, sign and return this CONTRACT to the District Clerk within twenty (20) days from the receipt date, said CONTRACT shall be without legal effect.

IN WITNESS WHEREOF, this CONTRACT is duly signed.

Teacher _____ Date _____ District

Clerk _____ Date Offered _____ Experience/education level

APPENDIX "D"

TEACHER REDUCED ASSIGNMENT CONTRACT

TO: Culbertson Schools
Districts 17J/C/R
Culbertson, Montana

FR:

RE: Reduction in contract agreement

I agree that the change in my status from a full-time (100%) teacher to a part-time (____%) teacher is the result of a voluntary request by me for the _____ school year. I understand that I remain at the reduced assignment agreed to below unless a mutual agreement between myself and the District is made.

Other conditions:

Signature of Teacher _____

Date _____

For the District _____

Date _____

APPENDIX "E"

Unused Personal Leave Buyout Form

Teacher Name: _____

Current School Year: _____

Number of Accrued Emergency Leave Days: _____

Number of Unused Personal Leave Days: _____

_____ I elect to have the entire balance of my unused personal leave days be paid by June 30th at my current salary or wage.

_____ I elect to have the entire balance of my unused personal leave days be added to my accumulated emergency leave.

Signature of Teacher: _____

Date: _____

For District Use Only

Date Received: _____

Number of Personal Leave Days Paid: _____ Amount Paid: \$ _____

Number of Personal Leave Days added to Accumulated Emergency Leave: _____

Adjusted Accumulated Emergency Leave Day Total: _____

District Clerk Signature: _____

Date: _____