

Chinook School District

PERSONNEL

5140

Classified Employment and Assignment

Each classified employee will be employed under a written contract of a specified term, of a beginning and ending date, within the meaning of § 39-2-912, MCA. Such employees shall have no expectation of continued employment from year to year, and contracts of employment may be renewed or non-renewed during the summer of each year, at the District's sole option.

The District reserves the right to change employment conditions affecting an employee's duties, assignment, supervisor, or grade.

The Board will determine salary and wages for classified personnel.

There will be no probationary period for those classified employees employed under and pursuant to a written contract for a specified term.

NOTE: For those new hires not employed under or pursuant to a written contract for a specified term, the Board may establish a probationary period and should specify such probationary period in policy. If the Board does not establish a specific probationary period or provide that there is no probationary period prior to or at the time of hire, there is an automatic six-(6)-month probationary period from the date of hire.

Legal Reference: § 39-2-904, MCA Elements of wrongful discharge – presumptive probationary period
Hunter v. City of Great Falls (2002), 2002 MT 331
Whidden v. Nerison, 294 Mont. 346, 981 P.2d 271 (1999)
Bowden v. The Anaconda Co., 38 St. Rep. 1974 (D.C. Mont. 1981)
Scott v. Eagle Watch Inv., Inc., 251 Mont. 191, 828 P.2d 1346 (1991)
Prout v. Sears, Roebuck & Co., 236 Mont. 152, 722 P.2d 288 (1989)

Policy History:

Adopted: June 1999

Revised: October 2005