

Employee Contracts and Assignments

Classified Employment and Assignment

Each classified employee hired on or after September 20, 2001 shall be employed under annual contracts of a specified term within the meaning of section 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 the employee's duties, assignment, supervisor, or grade.

The Board shall determine the salary and wages for classified personnel.

Each new employee shall be considered employed on a probationary basis. For the first six (6) months of employment, employees shall be considered on probation and may be dismissed at the discretion of the employer without recourse to the grievance procedure. If an employee is retained beyond the probationary period, the employee shall be entitled to seniority rights provided for in the Collective Bargaining Agreement and seniority shall date from the most recent hiring date.

Certified Employee Contracts

The Board of Trustees shall contract with each certificated staff member. Such contract shall be in conformity with state and federal statutes, the policies and negotiated agreements of the district. The contract shall be binding on the district and on the staff member and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided elsewhere in Board policy, in negotiated agreements, or state or federal statutes.

Except for the District Superintendent, the contracts for certificated staff shall be written for a period not to exceed one year and shall be executed in duplicate by the Chairman of the Trustees and the Clerk of the District, and by the teacher or specialist.

Legal References: 20-4-201, MCA      Employment of Teachers and Specialists by contract  
20-4-205(2), MCA      Notification fo Tenure Teacher Reelection  
20-4-206(2), MCA      Notification of non-tenure Teacher Reelection  
Whidden v. Nerision, 294 Mont. 346,981 P.2d 271 (1999)  
Bowden v. The Anaconda Co., 38 St. Rep. 1974 (D.C. Mont. 1982)  
Scott v. Eagle Watch Inv., Inc., 251 Mont 191, 828 P2d 1346 (1991)

Prout v. Sears, Roebuck & Co., 236 Mont. 152, 722 P2d 288 (1989)

Policy History:

Adopted on: 9/20/01

Revised on: