

**PERSONNEL**

5140

Classified Employment and Assignment

Employees designated as “classified” employees include all non-teaching positions or duties in the District.

Each newly hired classified employee will either be hired: (1) as a probationary employee, or (2) immediately be placed on a written contract for a specific term with a beginning and ending date, within the meaning of Section 39-2-912(2), MCA. Employees initially hired on a written contract for a specific term will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

For those employees hired as probationary employees, such employees will be required to complete a probationary period of 6 months. The Board authorizes the Superintendent to extend the probationary period in a manner permitted by law. Any extension of the probationary period by the Superintendent, together with the original probationary period, may not exceed a total of 18 months. Leaves of absence by an employee for a period of more than 5 consecutive working days other than holidays or vacations during the probationary period (select one: will/will not) be counted as part of the probationary period.

During the probationary period of employment, the employment may be terminated at the will of either the School District or the employee on notice to the other for any reason or no reason. Prior to the conclusion of the original or extended probationary period, the Superintendent will determine whether to retain the employee or make a recommendation to the Board for termination of probationary employment. If the employee is retained, the employee will be designated as one of the following types of employees depending on the factors noted.

Designation 1: If, before the probationary period concludes, the employee is placed on a written employment contract, the employment contract shall be a written contract of employment for a specific term with a beginning and ending date, within the meaning of Section 39-2-912(2), MCA. The employee will have no expectation of continued employment beyond the current contract term, and in the absence of Board action to offer a subsequent contract, the employment will automatically conclude at the conclusion of the contract term.

Designation 2: If, after the probationary period concludes, the employee is not placed on a written employment contract for a specific term, the employee’s service to the District will be subject to the provisions in Title 39, Chapter 2, Part 9, MCA.

Designation 3: If, after the probationary period concludes, the employee is subject to the provisions of a collective bargaining agreement, the employee’s service to the District will be subject to the terms of the collective bargaining agreement within the meaning of Section 39-2-912, MCA.

Subject to any applicable collective bargaining agreement, the District reserves the right to: (1) change employment conditions affecting an employee’s duties, assignment, supervisor, or grade and/or (2) determine the salary and benefits for classified employees.

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Policy History:  
Adopted on: February 2007  
Revised on: