

- C. Job Posting: When a position becomes vacant or a new position is created, notice of such available position shall be posted on the District's website for a minimum of 5 days. The employer retains the right to temporarily fill vacant positions at its discretion during the posting and selection period. The notice shall include the date of posting, the job requirements, classification, a description of the position available, the work hours of the position, the rate of pay for the position, the anticipated start date and the qualifications required for the position.
- D. Process for Filling Vacancies: An employee who applies for a vacant position, prior to the end of the posting period, may be granted an interview for the position. The District retains the right to select the most qualified applicant for any position based upon stated job descriptions (this restriction does not prohibit the District from considering qualifications that are related to the position and exceed those minimum qualifications listed in the job description). The term applicant refers to both internal candidates and external candidates for the position. The District retains the right to determine the job descriptions needed for any vacant position.
- E. Involuntary Transfers: When the District determines that an involuntary transfer of an employee is necessary, it may, at its discretion, transfer any employee in the District qualified for the position. No employee will be involuntarily transferred by the District without a conference followed by a written notice from the District Administrator and/or his/her designee which will include the reasons for the transfer. An employee who is involuntarily transferred shall suffer no loss of wages, hours, or other fringe benefit as a result of such transfer. An employee who is involuntarily transferred and wishes to remain in a current available position, may request a conference before the Board of Education. An employee who is involuntarily transferred and suffers a loss of wages, hours or other fringe benefit as a result of such transfer may contest the transfer as discipline under Section 1.02.

5.02 Employee Resignations

- A. The teacher's individual contract, shall be considered binding on both parties. If for any reason a teacher asks for release from the contract either during its term or after signing a contract for the ensuing contract year, it is understood that the following conditions for release shall apply:
 - 1. The teacher must give the District notice that they intend on severing their contract with the District. Whenever possible, the teacher must give such notice at least sixty (60) calendar days prior to the date the employee desires the severance to occur.
 - 2. It is agreed that liquidated damages are due to the District with the sixty (60) calendar day notice of resignation as follows:
 - a. ~~One thousand dollars~~ ~~Five hundred dollars~~ (\$1,000.00 \$500.00) if the employee's resignation is effective on or after July 1st, but before August 1st.
 - b. ~~One thousand five hundred dollars~~ ~~Seven hundred and fifty dollars~~ (\$1,500.00 \$750.00) if the employee's resignation is effective on or after August 1st, but before the start of the school year.
 - c. ~~Two thousand dollars~~ ~~One thousand dollars~~ (\$2,000.00 \$1,000.00) if the employee's resignation is effective on or after the start of the school year.
 - 3. Liquidated damages and the sixty (60) calendar day notice requirement would not apply to teachers who do not return their contracts by June 15th, or whose resignation is tendered and effective after the end of the school year, but before July 1st.
 - 4. The employee may choose to have liquidated damages deducted from the employee's last paycheck(s) or the employee shall submit a check for the liquidated damages amount at the time of resignation.
- B. The Board in its discretion may waive the liquidated damages for the following reasons:
 - 1. Employment transfer of spouse;
 - 2. Illness of employee;