

Teacher Displacement

C.R.S. § 22-63-202 (2)(c.5) sets out displacement procedures in the State of Colorado. The following displacement policy is intended to comply and be consistent with this statute and any current or future interpreting legal authority. This policy will not apply to teacher dismissals, non-renewals, reductions in force, or other personnel actions that do not result in displacement of teachers.

A. Definitions

For purposes of this policy, the following definitions apply:

1. “Teacher” means a person who has gained non-probationary status under Colorado law, holds a teacher’s license issued pursuant to C.R.S. § 22-60.5-101, et seq., and who is employed to instruct, direct or supervise the instructional program. “Teacher” does not include those persons holding authorizations or administrative positions within the school District.
2. “Displacement” occurs when a non-probationary teacher’s position is eliminated by action of the Board of Education due to drop in enrollment, turnaround, phase-out, reduction in program, or reduction in building to include closure, consolidation, and reconstitution.
3. “Mutual consent placement” occurs when a displaced teacher applies for a position under the supervision of another principal and the hiring principal consents. The hiring principal’s consent must consider input from at least two teachers employed at the school and chosen by the faculty at the school to represent them in the hiring process. As more fully described in sections (C), (D), and (E) below, a displaced teacher may gain a mutual consent placement at any time after notice of displacement is received.

B. Notice of Displacement

As soon as possible after the District identifies a need for displacement, the District will provide any teacher who is displaced with notice of the same along with next steps. This notice will be given in writing and in person. Within 24 hours of giving notice to the teacher, the District will notify the President of the Cherry Creek Education Association of the teacher’s displacement.

C. Priority Hiring Pool

1. Effectively Performing Non-Probationary Teachers

If a displaced teacher received an “effective” rating according to the prior school year’s evaluation (to include “effective” and “highly effective”) (hereafter “effective”), the teacher will immediately be placed into a priority hiring pool. The priority hiring pool allows a displaced teacher a first opportunity to interview for an open position in the District for which s/he is qualified and applies.

Participation in the priority hiring pool guarantees an interview for a position(s) for which a teacher is qualified and applies. It does not guarantee that the teacher will gain mutual consent placement into the position(s).

Inclusion in the priority hiring pool will start on the date of notice of displacement was given to the teacher through June 30 of the following school year, if necessary. (For example, a non-probationary teacher who is given notice of displacement on March 15, 2015, will be eligible to participate in the priority hiring pool from that date through June 30, 2016.)

The following procedures and considerations for the priority hiring pool will apply:

- a) The teacher may access information about open District positions on the CCSD website:

<https://applyto.cherrycreekschools.org/JobPost/JobPost.exe?Action=page1&ini=cherrycreek>
- b) Once the teacher has reviewed the available positions, the teacher may submit a transfer request for each position for which s/he is qualified.
- c) Upon submitting the transfer request, a teacher’s qualifications will be assessed throughout the hiring process by the principal with input from two teachers chosen by the staff. This assessment will include factors that demonstrate (or not) that the teacher will support the instructional practice of the school, including teacher’s performance evaluations, interview performance, and other pertinent indications of qualification.
- d) Once the teacher has applied, the teacher will contact the appropriate Director of Human Resources so that the Director can help to facilitate the interview(s). If the teacher is deemed qualified, the teacher should expect contact from a District representative for an interview soon after the position closes. If the teacher has not heard from a District representative within five working days after the position closes, the teacher should contact the Director.

2. Ineffectively Performing Non-Probationary Teachers

A displaced teacher who receives a rating of “ineffective” according to the prior school year’s evaluation (to include “partially effective” or “ineffective”) (hereafter

“ineffective”), will not have access to the priority hiring pool. However, such teacher will be placed into a limited term assignment (discussed below) and may apply for any position through regular District application and interview processes.

D. Limited Term Assignment

At the same time that a teacher is placed into the priority hiring pool, the teacher will also be placed into a limited-term assignment by the District. The limited term assignment will apply to any displaced teacher, whether performance is deemed to be effective or ineffective under the District’s evaluation policies and procedures. This limited term assignment does not constitute a mutual consent placement but, as discussed above, the teacher may seek mutual consent at any time before, during, or after the limited term assignment.

The limited term assignment will begin on July 1 of the following school year and last through June 30 of the same school year. (For example, a non-probationary teacher who is given notice of displacement on March 15, 2015 will begin the limited term assignment on July 1, 2015 and complete it on June 30, 2016.)

E. Process Following Limited Term Assignment

The displaced teacher will have from the date of the notice of displacement through June 30 of the following school year to gain a mutual consent placement within the District. As noted above, this time period includes the limited term assignment. If the teacher is unable to gain a mutual consent assignment in the District in that time, the following information will apply.

The District has made known to the Cherry Creek Education Association that it shall follow C.R.S § 22-63-202 (2)(c.5)(IV) in the case of a displaced teacher who is unable to secure a mutual consent position after twelve months or two (2) hiring cycles as defined above. The Cherry Creek Education Association does not agree with the District’s position regarding unpaid leave for displaced teachers.

If any displaced teacher on unpaid leave later secures a mutual consent position at a school, the District shall reinstate the teacher’s salary and benefits at the level he/she would have been at the time the District placed the teacher on unpaid leave.

While the teacher is on unpaid leave, the teacher shall not be subject to and responsible for any Board Policy or the negotiated agreement for teachers except that the teacher shall have access to the transfer procedure (Administrative Procedure 4115.1), Policy 4151 (Payment for Accumulated Sick Leave), and priority participation in Policy 4119 (Resignation/Retirement).

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