



Title: **Teacher Displacement**

Code: GCKAA

Section: Section G: Personnel Policies

The Board may act to displace a non-probationary teacher pursuant to decreased enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or reconstitution.

Displacement occurs when such action results in the removal of a non-probationary teacher from the teacher's assigned school. This policy and accompanying procedure shall apply to the designation and reassignment of a displaced non-probationary teacher.

This policy and accompanying procedure shall not apply to teacher dismissals, non-renewals, reductions in force, transfers, or other personnel actions that do not result in displacement of teachers.

Definitions

For purposes of this policy and accompanying procedure, the following definitions shall apply:

1. "Teacher" means a person who holds a teacher's license issued pursuant to the Colorado Educator Licensing Act, 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 District.
2. "Displaced teacher" means any non-probationary teacher who is removed from the teacher's assigned school because of Board action pursuant to decreased enrollment; turnaround; phase-out; reduction in program; or reduction in building, including closure, consolidation, or 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 teaching faculty at the school to represent them in the hiring process.
4. "Priority hiring pool" is a subgroup of displaced teachers who were actively employed and deemed satisfactory or effective in their performance evaluation preceding their displacement and who have not secured a mutual consent placement. Teachers in the priority hiring pool shall receive the first opportunity to interview for available positions for which they are qualified within the District.

5. "Hiring cycle" means the period during which the District reviews its staffing needs and acts to fill vacant positions, if any. The District engages in two hiring cycles each calendar year: first, when the District projects and fills staffing needs for the next school year (between approximately March and the day before the opening day of the next school year); and, second, as the District reviews its current staffing and makes adjustments as necessary during the current school year (from the first day of school through the last day of the current school year).
6. "Transfer" means the reassignment of a teacher from one school, position, or grade level to another school or program in the District. Transfers that do not result from displacement will be addressed in accordance with the District's Licensed Staff Assignments and Transfers Policy GCKA.

Superintendent's Action

The Superintendent shall prepare recommendations for appropriate personnel action, which may include teacher displacement, consistent with District policy and state and federal law.

The Superintendent or designee shall cause written notice of displacement to be provided to all displaced teachers. Notice shall be in writing and delivered to the displaced teacher. The superintendent or designee shall immediately cause a displaced teacher to receive an initial list of all vacant positions for which the teacher is qualified, as well as a list of vacancies in any area identified by the District to be an area of critical need.

Mutual Consent Placement

Displaced teachers shall have the right to pursue a mutual consent placement in the District. Any displaced teacher remains solely responsible for identifying available positions within the District and pursuing all vacancies for which the teacher is qualified. Displaced teachers who were deemed satisfactory or effective in their performance evaluation preceding their displacement shall be members of a priority hiring pool.

During the period in which the teacher is attempting to secure a mutual consent placement, the District may place a displaced teacher in a 12-month assignment or other limited-term assignments, including, but not limited to, a teaching assignment, substitute assignment, or instructional support role. Such assignment by the District is not a mutual consent placement.

If a displaced teacher is unable to secure a mutual consent placement in a school of the District after 12 months or two hiring cycles, whichever period is longer, the District shall place the displaced teacher on unpaid leave until the displaced teacher is

able to secure an assignment.

Adopted: July 1, 2019

Revised: July 1, 2025

Legal Refs:

C.R.S. 22-60.5-101 et seq. (Colorado Educator Licensing Act of 1991)

C.R.S. 22-63-101 et. Seq. (Teacher Employment, Compensation, and Dismissal Act of 1990)

C.R.S. 22-63-202 (2)(c.5) (displacement and mutual consent provisions)

C.R.S. 22-63-206 (permitting transfer of teachers from one school, position or grade level to another)

Cross Refs:

GCE/GCF Licensed Staff Recruiting/Hiring

GCKA Licensed Staff Assignments and Transfers

EL 2.0 Global Executive Constraint

EL 2.3 Treatment of Staff

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