



Senate

General Assembly

File No. 336

January Session, 2025

Substitute Senate Bill No. 1371

Senate, March 31, 2025

The Committee on Labor and Public Employees reported through SEN. KUSHNER of the 24th Dist., Chairperson of the Committee on the part of the Senate, that the substitute bill ought to pass.

AN ACT ESTABLISHING A JUST CAUSE STANDARD FOR TEACHER CONTRACT TERMINATIONS AND REQUIRING CONTRACT TERMINATION HEARINGS FOR TEACHERS THAT HAVE ATTAINED TENURE BE BEFORE A NEUTRAL HEARING OFFICER.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subsections (c) to (e) of section 10-151 of the general statutes
2 are repealed and the following is substituted in lieu thereof (*Effective July*
3 *1, 2025*):

4 (c) The contract of employment of a teacher who has not attained
5 tenure may be terminated at any time with a showing of just cause for
6 any of the reasons enumerated in subdivisions (1) to (6), inclusive, of
7 subsection (d) of this section; otherwise the contract of such teacher shall
8 be continued into the next school year unless such teacher receives
9 written notice by May first in one school year that such contract will not
10 be renewed for the following year. Upon the teacher's written request,
11 not later than three calendar days after such teacher receives such notice
12 of nonrenewal or termination, a notice of nonrenewal or termination
13 shall be supplemented not later than four calendar days after receipt of

14 the request by a statement of the reason or reasons for such nonrenewal
15 or termination. Such teacher, upon written request filed with the board
16 of education not later than ten calendar days after the receipt of notice
17 of termination, or nonrenewal shall be entitled to a hearing, except as
18 provided in this subsection, (1) before the board, or (2) if indicated in
19 such request and if designated by the board, before an impartial hearing
20 officer chosen by the teacher and the superintendent in accordance with
21 the provisions of subsection (d) of this section. Such hearing shall
22 commence not later than fifteen calendar days after receipt of such
23 request unless the parties mutually agree to an extension not to exceed
24 fifteen calendar days. The impartial hearing officer or a subcommittee
25 of the board of education, if the board of education designates a
26 subcommittee of three or more board members to conduct hearings,
27 shall submit written findings and recommendations to the board for
28 final disposition. The teacher shall have the right to appear with counsel
29 of the teacher's choice at the hearing. A teacher who has not attained
30 tenure shall not be entitled to a hearing concerning nonrenewal if the
31 reason for such nonrenewal is either elimination of position or loss of
32 position to another teacher. [The board of education shall rescind a
33 nonrenewal decision only if the board finds such decision to be arbitrary
34 and capricious.] Any such teacher whose contract is terminated for the
35 reasons enumerated in subdivisions (3) and (4) of subsection (d) of this
36 section shall have the right to appeal in accordance with the provisions
37 of subsection (e) of this section.

38 (d) The contract of employment of a teacher who has attained tenure
39 shall be continued from school year to school year, except that it may be
40 terminated at any time, with a showing of just cause, for one or more of
41 the following reasons: (1) Inefficiency, incompetence or ineffectiveness,
42 provided [, if a teacher is notified on or after July 1, 2014, that
43 termination is under consideration due to incompetence or
44 ineffectiveness,] the determination of incompetence or ineffectiveness is
45 based on evaluation of the teacher using teacher evaluation guidelines
46 established pursuant to section 10-151b; (2) insubordination against
47 reasonable rules of the board of education; (3) moral misconduct; (4)
48 disability, as shown by competent medical evidence; (5) elimination of

49 the position to which the teacher was appointed or loss of a position to
50 another teacher, if no other position exists to which such teacher may be
51 appointed if qualified, provided such teacher, if qualified, shall be
52 appointed to a position held by a teacher who has not attained tenure,
53 and provided further that determination of the individual contract or
54 contracts of employment to be terminated shall be made in accordance
55 with either (A) a provision for a layoff procedure agreed upon by the
56 board of education and the exclusive employees' representative
57 organization, or (B) in the absence of such agreement, a written policy
58 of the board of education; or (6) other due and sufficient [cause] reasons.
59 Nothing in this section or in any other section of the general statutes or
60 of any special act shall preclude a board of education from making an
61 agreement with an exclusive bargaining representative which contains
62 a recall provision. Prior to terminating a contract, the superintendent
63 shall give the teacher concerned a written notice that termination of such
64 teacher's contract is under consideration and give such teacher a
65 statement of the reasons for such consideration of termination. Not later
66 than ten calendar days after receipt of written notice by the
67 superintendent that contract termination is under consideration, such
68 teacher may file with the local or regional board of education a written
69 request for a hearing. [A board of education may designate a
70 subcommittee of three or more board members to conduct hearings and
71 submit written findings and recommendations to the board for final
72 disposition in the case of teachers whose contracts are terminated.] Such
73 hearing shall commence not later than fifteen calendar days after receipt
74 of such request, unless the parties mutually agree to an extension [,] not
75 to exceed fifteen calendar days, [(A) before the board of education or a
76 subcommittee of the board, or (B) if indicated in such request or if
77 designated by the board] before an impartial hearing officer chosen by
78 the teacher and the superintendent. If the parties are unable to agree
79 upon the choice of a hearing officer not later than five calendar days
80 after the decision to use a hearing officer, the hearing officer shall be
81 selected with the assistance of the American Arbitration Association
82 using its expedited selection process and in accordance with its rules for
83 selection of a neutral arbitrator in grievance arbitration. [If the hearing

84 officer is not selected with the assistance of such association after five
85 days, the hearing shall be held before the board of education or a
86 subcommittee of the board.] When the reason for termination is
87 incompetence or ineffectiveness, the hearing shall [(i)] (A) address the
88 question of whether the performance evaluation ratings of the teacher
89 were determined in good faith in accordance with the program adopted
90 by the local or regional board of education pursuant to section 10-151b
91 and were reasonable in light of the evidence presented, and [(ii)] (B) be
92 limited to twelve total hours of evidence and testimony, with each side
93 allowed not more than six hours to present evidence and testimony
94 except the [board, subcommittee of the board or] impartial hearing
95 officer may extend the time period for evidence and testimony at the
96 hearing when good cause is shown. Not later than forty-five calendar
97 days after receipt of the request for a hearing, the [subcommittee of the
98 board or] hearing officer, unless the parties mutually agree to an
99 extension not to exceed fifteen calendar days, shall [submit written
100 findings and a recommendation to the board of education as to the
101 disposition of the charges against the teacher and shall send a copy of
102 such findings and recommendation to the teacher. The board of
103 education shall give the teacher concerned its written decision not later
104 than fifteen calendar days after receipt of the written recommendation
105 of the subcommittee or hearing officer] render to the board of education
106 and the teacher a written decision that shall be binding on the parties.
107 Each party shall share equally the fee of the hearing officer and all other
108 costs incidental to the hearing. [If the hearing is before the board of
109 education, the board shall render its decision not later than fifteen
110 calendar days after the close of such hearing and shall send a copy of its
111 decision to the teacher.] The hearing shall be public if the teacher so
112 requests, [or the board, subcommittee or hearing officer so designates.]
113 The teacher concerned shall have the right to appear with counsel at the
114 hearing, whether public or private. A copy of a transcript of the
115 proceedings of the hearing [shall be furnished by the board of education,
116 upon written request by the teacher within fifteen days after the board's
117 decision, provided the teacher shall assume the cost of any such copy]
118 may be requested by either the board of education or the teacher not

119 later than fifteen days after the hearing officer's decision, provided the
 120 requesting party shall bear the cost of any such copy. Nothing [herein]
 121 contained in this section shall deprive a board of education or
 122 superintendent of the power to suspend a teacher from duty
 123 immediately when serious misconduct is charged without prejudice to
 124 the rights of the teacher as otherwise provided in this section.

125 (e) Any teacher aggrieved by the decision of a board of education or
 126 the hearing officer after a hearing as provided in subsection (d) of this
 127 section may appeal therefrom, not later than thirty calendar days after
 128 such decision, to the Superior Court. Such appeal shall be made
 129 returnable to said court in the same manner as is prescribed for civil
 130 actions brought to said court. Any such appeal shall be a privileged case
 131 to be heard by the court as soon after the return day as is practicable.
 132 The board of education or hearing officer shall file with the court a copy
 133 of the complete transcript of the proceedings of the hearing and, for a
 134 teacher who has not attained tenure, the board of education shall file the
 135 minutes of board of education meetings relating to such termination,
 136 including the vote of the board on the termination, together with such
 137 other documents, or certified copies thereof, as shall constitute the
 138 record of the case. The court, upon such appeal, shall review the
 139 proceedings of such hearing. The court, upon such appeal and hearing
 140 thereon, may affirm or reverse the decision appealed from in accordance
 141 with subsection (j) of section 4-183. Costs shall not be allowed against
 142 the board of education unless it appears to the court that it acted with
 143 gross negligence or in bad faith or with malice in making the decision
 144 appealed from.

This act shall take effect as follows and shall amend the following sections:		
Section 1	July 1, 2025	10-151(c) to (e)

LAB *Joint Favorable Subst.*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact: None

Municipal Impact:

Municipalities	Effect	FY 26 \$	FY 27 \$
Local and Regional School Districts	STATE MANDATE ¹ - Potential Cost	Minimal	Minimal

Explanation

The bill results in a potential, minimal cost to local and regional school districts annually beginning in FY 26. The bill requires local and regional school districts to hire third party hearing officers for all hearings regarding the termination of a teacher. Currently either a hearing officer or a board of education subcommittee may conduct the hearing. The cost of the hearings will be shared by all involved parties as under current law.

The cost of the bill to a district will vary based on the number of hearings conducted, the rate charged by such officers, and whether in the absence of the bill the district would have chosen to instead use a subcommittee. Any cost is expected to be minimal, as such hearings are rare.

The bill also requires a showing of just cause when a teacher is

¹ State mandate is defined in Sec. 2-32b(2) of the Connecticut General Statutes, "state mandate" means any state initiated constitutional, statutory or executive action that requires a local government to establish, expand or modify its activities in such a way as to necessitate additional expenditures from local revenues.

terminated and makes the hearing officer's decision final. These provisions have no fiscal impact, as it is not expected to change any costs to local and regional boards of education associated with personnel decisions.

The Out Years

The annualized ongoing fiscal impact identified above would continue into the future subject to the number of hearings conducted.

OLR Bill Analysis**sSB 1371**

AN ACT ESTABLISHING A JUST CAUSE STANDARD FOR TEACHER CONTRACT TERMINATIONS AND REQUIRING CONTRACT TERMINATION HEARINGS FOR TEACHERS THAT HAVE ATTAINED TENURE BE BEFORE A NEUTRAL HEARING OFFICER.

SUMMARY

This bill requires a showing of just cause when a nontenured or tenured public school teacher is terminated for the reasons allowed by existing law (i.e. inefficiency, incompetence, insubordination, moral misconduct, disability, elimination of a position to another teacher, or other due and sufficient reasons). The current law allows for termination for one of the above reasons without any specified showing.

The bill does not define just cause. In general, however, “just cause” is a concept developed in case law that involves a termination for employee misconduct that is so serious that it (1) violates an essential condition of employment, (2) breaches the trust or faith inherent in the working relationship, or (3) is fundamentally or directly inconsistent with the employee’s obligations to the employer. It may also involve certain due process-related considerations leading up to the termination.

The bill also changes who makes the final decision when a tenured teacher is under consideration for termination and requests a hearing. Current law generally allows such a teacher to request a hearing before either a board of education (BOE) subcommittee or an impartial hearing officer. The bill eliminates the option for the hearing before a BOE subcommittee. Under current law, the subcommittee or hearing officer must submit its findings and a recommendation to the BOE, which then makes a final decision on the termination. The bill instead requires the

hearing officer to make the final decision, and makes it binding on the parties. By law, the teacher and the superintendent jointly select the impartial hearing officer. If they are not able to agree, the officer must be selected with the help of the American Arbitration Association using its expedited selection process and rules for selecting a neutral arbitrator.

Existing law, unchanged by the bill, similarly allows a nontenured teacher whose contract is not being renewed to request a hearing before either a BOE subcommittee or an impartial hearing officer, which must then submit findings and recommendations to the BOE for final disposition. Current law only allows a BOE to rescind a nonrenewal decision if it finds that it was arbitrary and capricious. The bill removes this limitation, giving the BOE greater discretion over when to rescind a nonrenewal decision.

The bill also makes various minor and conforming changes, such as allowing a BOE or teacher to request a hearing transcript (current law allows a teacher to request it from the BOE) and requiring the requesting party to pay for the transcript.

EFFECTIVE DATE: July 1, 2025

COMMITTEE ACTION

Labor and Public Employees Committee

Joint Favorable Substitute

Yea 9 Nay 4 (03/13/2025)