

LEGAL MAILBAG – JUNE 18, 2026



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The “Legal Mailbag Question of the Week” is a regular feature of the CAS Weekly NewsBlast. We invite readers to submit short, law-related questions of practical concern to school administrators. Each week, we will select a question and publish an answer. While these answers cannot be considered formal legal advice, they may be of help to you and your colleagues. We may edit your questions, and we will not identify the authors. Please submit your questions to: legalmailbag@casciac.org.

Dear Legal Mailbag,

I am an assistant principal at a high school, and with the end of the school year, I have completed a number of summative evaluations. I have worked hard this year with one teacher who has been ineffective in her instruction, and I ended the year by putting her on a support plan. I hope for the best, but I have reservations whether she will be able to demonstrate competent performance next year.

As is her right (because she reasonably fears for her job security), the teacher has been accompanied in our meetings this year by her union representative. After the year-end conference with this teacher, the union representative spoke to me privately about the coming year. Do what you want, he said, but you are wasting your time. He went on to say that, given changes to the Teacher Tenure Act this year, terminating a teacher’s employment for performance will be between difficult and impossible.

I plan to do my best to support this teacher next year, and I sincerely hope that she can improve her instruction. But assuring that competent teachers are in the classroom is one of my most important responsibilities, and if this teacher does not improve her performance, I am prepared to recommend termination of her employment. Are the changes to the Teacher Tenure Act really that bad?

Signed,
Committed to Competence

Dear Committed:

The General Assembly did make significant changes to the Teacher Tenure Act, but you should stay the course and be prepared to recommend termination of this teacher's employment if she does not improve.

The key change is indeed unfortunate. Effective July 1 of this year, Section 8 of Public Act 26-12 amends the Teacher Tenure Act, Conn. Gen. Stat. § 10-151, to change the decision-making process in teacher termination cases. Since the Tenure Act was first enacted into law, school boards have retained the final say (within reason) as to whether a teacher's employment would be terminated. When the superintendent recommends termination of the contract of a tenured teacher, the teacher has the right to request a hearing and further to request that the hearing be conducted by an impartial hearing officer. The impartial hearing officer makes findings of fact and a recommendation as to future employment. The board of education receives and acts upon that recommendation. However, as long as the findings of fact support the decision, the board can reject the recommendation of the impartial hearing officer. In the past, boards of education have indeed rejected such recommendations, either to terminate the teacher despite a contrary recommendation from the impartial hearing officer or to reinstate the teacher notwithstanding a recommendation for termination.

With the change in the law, boards of education will no longer have a role in the hearing process for tenured teachers. When the superintendent initiates termination proceedings, the teacher can request a hearing before an impartial hearing officer chosen by mutual agreement between the teacher and the superintendent (or otherwise with the assistance of the American Arbitration Association). However, effective July 1, the hearing officer will conduct the hearing and decide whether the teacher's employment will be terminated without any action by the employing board of education.

The new law also makes a significant change to the scope of any appeal of that decision. Now, either the teacher or the superintendent may appeal an adverse decision, but such an appeal may not challenge the merits of the decision. Rather, any appeal must follow the procedures for vacating an arbitration award, and grounds for vacating the decision are now limited by Conn. Gen. Stat. § 52-418 to the following:

(1) If the award has been procured by corruption, fraud or undue means; (2) if there has been evident partiality or corruption on the part of any arbitrator; (3) if the arbitrators have been guilty of misconduct in refusing to postpone the hearing upon sufficient cause shown or in refusing to hear evidence pertinent and material to the controversy or of any other action by which the rights of any party have been prejudiced; or (4) if the arbitrators have exceeded their powers or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made

Finally, the new law retains the six reasons for terminating a teacher's contract, which include (1) inefficiency, incompetence or ineffectiveness, (2) insubordination against reasonable rules of the board of education; (3) moral misconduct; (4) disability, as shown by competent medical evidence; (5) elimination of the position to which the teacher was appointed or loss of a position to another teacher in accordance with the negotiated reduction-in-force procedure. However, the new law changes the sixth reason for termination, which has long been "other due and sufficient cause." Now, the law describes the sixth reason for termination as follows: "other due and sufficient reasons. The standard of review for all such reasons shall be the same standard applied in other disciplinary actions under the

terms of such teacher's collective bargaining agreement." In short, this reformulation of the sixth reason establishes a just cause standard for termination based on "other due and sufficient reasons."

These changes are significant, but the framework for supervising teachers and, where necessary, terminating their employment remains intact. Significantly, a change that was effective in 2014 remains in the law, and that provision may have special significance in the situation you describe. Since its inception, the Tenure Act included "inefficiency or incompetence" as a reason for contract termination. However, effective July 1, 2014, that reason was augmented to read "inefficiency, incompetence or ineffectiveness." Moreover, special procedures were added to the Tenure Act to govern hearings based on that reason, and the revised law retains those special procedures as follows:

When the reason for termination is incompetence or ineffectiveness, the hearing shall (A) address the question of whether the performance evaluation ratings of the teacher were determined in good faith in accordance with the program adopted by the local or regional board of education pursuant to section 10-151b and were reasonable in light of the evidence presented, and (B) be limited to twelve total hours of evidence and testimony, with each side allowed not more than six hours to present evidence and testimony except the impartial hearing officer may extend the time period for evidence and testimony at the hearing when good cause is shown.

These special, abbreviated procedures may apply in your case if the teacher does not improve her performance. Notably, these procedures require strict compliance with the terms of the teacher evaluation and support program adopted by your board of education. However, if you can show compliance with that program, the review process under the Tenure Act will be limited to a determination of whether the evaluation of the teacher was conducted in good faith and the conclusion of ineffectiveness was reasonable in light of the evidence presented. Finally, any such hearing is limited to a total of twelve hours, subject to extension for good cause shown.

In conclusion, Legal Mailbag is disappointed that the General Assembly has stripped from boards of education the longstanding authority they had to make the final decision as to who will be teaching the children in their communities. However, these changes should not affect the important work administrators do in supervising teachers, supporting them when they have difficulty, and in holding them accountable when they do not demonstrate competence in their performance.