

LEGAL MAILBAG – AUGUST 6, 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 heard through the grapevine that the General Assembly has made it more difficult to terminate the employment of teachers. Personally, I always want teachers to be successful, but sometimes they are in the wrong profession, and we need to move them on.

Is this true? It has always been a challenge to fire teachers, and it is hard to imagine how a statutory change could make it more difficult.

Signed,
What Gives?

Dear What:

Earlier this year, the General Assembly did make a significant revision to the Teacher Tenure Act, but the job of administrators remains unchanged. As has always been the case, administrators must hold teachers accountable for acceptable performance, and superintendents can initiate termination proceedings when there is cause to do so. Moreover, except for egregious misconduct that warrants immediate action, administrators must adhere to the principle of progressive discipline before moving to terminate a teacher's employment.

As you may know, progressive discipline requires, first, that employees have fair notice of performance expectations, and, second, that disciplinary action be commensurate with the performance problem (*i.e.*, the punishment must fit the crime). When performance problems persist, discipline must then escalate progressively, *e.g.*, written warnings follow verbal warnings, suspensions follow written warnings, and termination follows suspensions when the employee's performance deficiencies continue. None of this has changed through the new legislation.

The major change comes at the end of the process, and only for tenured teachers subject to termination. Since the inception of the Teacher Tenure Act, boards of education had the final say whether to terminate the employment of a tenured teacher. Typically, the tenured teacher subject to termination would request a hearing before an impartial hearing officer, and that hearing officer would make findings of fact and a recommendation as to contract termination to the board of education. The findings of fact were binding on the board of education, but the recommendation was not. As long as a reasonable person could vote to terminate based on the facts as found, boards of education were free to reject the recommendation. On occasion in the past, boards of education have terminated teacher contracts despite a recommendation to the contrary, and, conversely, they have even rejected recommendations to terminate and have reinstated the teacher. However, that choice is now eliminated effective July 1, 2026.

Specifically, Section 8 of [Public Act 26-12](#) changes the process so that the independent hearing officer now acts as an arbitrator. As such, the hearing officer makes a decision both on the facts and whether to terminate, which decision is binding on the board of education and the teacher. Moreover, given that the decision will now be an arbitration award, it is not subject to appeal on its merits. Rather, a motion to vacate the decision is the only way for either the board of education or teacher to challenge the decision. The standard for considering a motion to vacate is not whether the decision was correct, but rather whether the procedures followed in reaching the decision were fundamentally flawed or whether the decision is contrary to public policy.

Given that boards of education no longer have the final say over the termination of the contract of a tenured teacher, superintendents may be more cautious in initiating termination proceedings. However, the job of administrators to address performance deficiencies through supportive measures and disciplinary action remains unchanged.

Two other points warrant discussion. The Teacher Tenure Act has long set forth six reasons for which the employment of a teacher in Connecticut can be terminated, and historically the sixth reason has been "other due and sufficient cause." Public Act 26-12 changes that sixth reason, and it now reads, "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." This change is not likely to make a difference, and the additional sentence will typically incorporate the "just cause" standard for discipline that applies in most teacher collective bargaining agreements.

Second, these changes do not affect the employment of teachers who have not yet achieved tenure status. The contracts of such non-tenured teachers remain subject to non-renewal. Also, when a superintendent initiates proceedings to terminate the contract of a non-tenured teacher, the non-tenured teacher can request a hearing only before the board of education unless both the board of education and the teacher agree to appoint an independent hearing officer, an unlikely prospect. Finally, when a board of education terminates the contract of a non-tenured teacher, the teacher can appeal that decision to court only if the decision is based on a finding of “moral misconduct” or “disability as shown by competent medical evidence.”

The change in the termination process the General Assembly made this year is unfortunate because it strips away from the elected representatives of a community the right to decide who will be teaching the children. However, the job of administrators who supervise teachers remains essentially the same.