YOU BE THE JUDGE!

A New Chapter in Teacher Dismissal: What the Changes to the Teacher Tenure Act Mean for Board Members and Superintendents

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Many of us in this room have been involved, one way or another, in the possible or actual termination of a teacher or administrator. Even if these cases did not proceed to a hearing, decisions leading up to separating a certified staff member from employment have been guided by the prospect of having to comply with the procedures of the Teacher Tenure Act.

Due process has long been the cornerstone of these procedural considerations:

> Raise your hand if you are a Board member who was once told, "I can't tell you anything about our plans for the teacher who was just arrested because it would compromise the teacher's due process," or something similar.
>
> Raise your hand if you are a Superintendent who has been told by your attorney, "DO NOT share details with the Board members about the teacher who was just arrested and what you plan to do (or not do) about it."

And why was this the case? Because the Board of Education used to be the final arbiter of teacher and administrator termination decisions, and it was imperative that the Board members remain impartial by not getting involved in the underlying case to preserve the teacher's or administrator's due process in a termination hearing, if it came to that.

With the changes to the Teacher Tenure Act that took effect July 1, 2026, much of that paradigm has shifted. However, Joe and I disagree about what that shift means for school districts. We are therefore asking you to be the judge and help us sort this out. Joe and I will present six "cases" to you where a Board Chair or an employee representative has written to a Superior Court judge. After each of us presents our case, we will ask you to tell us who is right.

CASE 1: Tardy Teacher

Dear Judge Mountain Laurel:

Tardy Teacher has been teaching eighth grade in the Nutmeg Public Schools for nearly fifteen years. She had a good run of it for a while, but in the last couple of years, she's been late for everything. We have her on camera arriving late to school three days out of five. She shows up at faculty meetings ten to fifteen minutes late every time. She even missed the first half of back-to-school night! We have written her up a few times for her lateness, and most recently we suspended her for two days without pay. She just can't seem to get her act together.

Our Superintendent recommended termination of Tardy's contract based on "failure to fulfill the obligations of the collective bargaining agreement between the Nutmeg Education Association (NEA) and the Nutmeg Board of Education." In the termination hearing, the Superintendent argued that there was "just cause" for termination, and asked the independent hearing officer to apply the "just cause" standard.

The NEA argued that a higher standard of review governs teacher termination proceedings; after all, tenure would mean nothing if a teacher could be terminated for a standard as basic as "just cause." The NEA also argued that "failure to fulfill the obligations of the collective bargaining agreement between the NEA and the Nutmeg Board of Education" is not a permissible reason for termination.

The hearing officer agreed with the NEA, and now Tardy Teacher is back to her old tricks. We would like to appeal that terrible decision, and we hope that we are allowed to do so. Please vacate the hearing officer's decision and put an end to this abuse of taxpayer dollars.

Sincerely,

Chair, Nutmeg Board of Education

May the Nutmeg Board of Education appeal the hearing officer's decision? If so, should the decision be vacated?

CASE 2: Tired Teacher

Dear Judge Mountain Laurel:

Tired Teacher is an institution in our district. He has been dutifully teaching algebra in Nutmeg Middle School for decades and nobody has ever complained. His performance evaluations have been fine until recently, and his students, for the most part, perform at grade level on all the standardized tests.

Apparently, that's not good enough for our administrators anymore. They expect classroom teachers to be magicians who can captivate students' attention every moment of every class and blow last year's standardized test scores out of the water. Whatever happened to respect for our elders? You just can't replace the wisdom and experience of a long-tenured teacher.

I have come to suspect that the Board members themselves are out to get Tired. Two of them have kids in Tired's class, and those little brats couldn't find their way to the other side of an X and Y equation if they tried. The full Board met in executive session with the Superintendent to discuss Tired Teacher, and shortly after that, the Superintendent informed Tired that he would be recommending termination of Tired's contract for "inefficiency, incompetence or ineffectiveness." This was a blatant violation of Tired's due process rights. Everyone knows the Board can't have anything to do with teacher termination recommendations until the actual termination proceedings begin.

Poor Tired didn't have any fight left in him, and he decided to resign before the Superintendent even issued a written termination notice. In my capacity as Tired's Union representative, I am attaching a lawsuit claiming constructive discharge and a violation of Tired's due process rights.

With respect,

President, Nutmeg Education Association

Will Tired and his Union prevail in their lawsuit?

CASE 3: Party Principal

Dear Judge Mountain Laurel:

We hired a new principal of Nutmeg High School last year, and he was doing great things for the school. Unfortunately, I woke up the morning after Halloween to find his mugshot on the front page of the local blog. Turns out the small gathering he had planned to have for his son's friends on Halloween evening drew hundreds of teenagers from all the surrounding towns and had to be broken up by the police. Alcohol was found on the premises, and it's unclear whether Party Principal knew about it (or worse, supplied it).

Since Party is only in his second year of employment, we could have simply nonrenewed him. But we preferred to get rid of him immediately because we wanted to send a strong message that our Board has zero tolerance for this type of behavior.

Prior to the termination hearing, the Board met in executive session to talk about how to handle this delicate situation and guide the Superintendent's decision. The Superintendent then decided to recommend termination. Party requested that an impartial hearing officer preside over the hearing, but the Board decided to hold on to this one. The Board voted 9-0 to terminate Party's employment.

We understand that Party has appealed from this termination decision on the basis that an impartial hearing officer should have presided over the hearing and that he was deprived of due process. We strongly oppose the appeal and urge you to uphold the Board's decision.

Sincerely,

Chair, Nutmeg Board of Education

Should the judge uphold the Board's decision?

CASE 4: Deceitful Director

Dear Judge Mountain Laurel:

This Firm represents Deceitful Director, formerly the Director of Pupil Personnel Services for the Nutmeg Board of Education. Deceitful is tenured in Nutmeg, and as such, her employment is subject to the provisions of the Teacher Tenure Act. Deceitful's contract says any recommended termination of her employment is governed by the Teacher Tenure Act and will result in a hearing before the Board of Education or an impartial hearing officer, at Deceitful's election.

Deceitful doesn't get along at all with the Superintendent, but she has a great relationship with all the Board members. Therefore, she was confident that the Board would have supported the continuation of her employment if given the chance to weigh in. The Administration's counsel, however, insisted that the Board's serving as hearing officer was no longer an option, and that the law now requires that the decision be made by an impartial hearing officer.

That cannot be right. Deceitful's employment agreement says that she is entitled to a hearing before the Board of Education or an impartial hearing officer, at her election. Here, the impartial hearing officer simply fired her, rubber-stamping the Superintendent's recommendation without giving any independent thought to whether tinkering with a few test scores in a public presentation one time warranted termination. The Board should have made this decision, and the decision therefore must be vacated.

Respectfully submitted,

Dutiful Defender, Esq.

Should the decision be vacated because it was improperly decided by a hearing officer?

CASE 5: Sneaky School Psychologist

Dear Judge Mountain Laurel:

Our vigilant Superintendent caught Sneaky School Psychologist conducting private evaluations during working hours in our high school. Maybe if she were any good at her job, the Superintendent would have disciplined her, stopped the side gig, and moved on. But this was one in a long series of problems with this particular teacher.

Indignant, Sneaky refused to resign when the Superintendent confronted her with his findings. He then gave her written notice that termination of her contract was under consideration and included a statement of the reasons for such consideration. Sneaky had ten calendar days after receipt of the written notice to file with the Board a written request for a hearing. She did not request a hearing.

Having received no request for a hearing within the prescribed time period, the Superintendent followed up with a letter to Sneaky confirming that her employment was terminated. I understand Sneaky and her Union have filed a complaint in this Court asking that you overturn her termination because it was improperly executed. I am asking that you dismiss the complaint because there is no legitimate basis for it, and in any event, Sneaky and her Union are harassing this Court and our Board of Education.

Very Truly Yours,

Chair, Nutmeg Board of Education

Should the judge overturn Sneaky's termination?

CASE 6: Cunning Curriculum Coordinator

Dear Judge Mountain Laurel:

Something serious is amiss here in the Town of Nutmeg. To be sure, there is no love lost between the Administrators' Association and Cunning, who joined our district two years ago and is not yet tenured. But something doesn't pass the smell test when it comes to how Cunning's exit package was negotiated.

The Superintendent had threatened to notify Cunning that his contract would not be renewed for the following year. But Cunning resigned, subject to negotiating a separation agreement, before the nonrenewal notice was issued. The Superintendent then worked out all the details of the agreement with the Board in executive session.

I've never seen such a thing! As Chief Executive Officer of the school district, the Superintendent can take care of those things without Board involvement. I'm certain that if the Board hadn't intervened, Cunning would have gotten a better deal. The Board clearly overstepped here, and in any case, if things had gone south with the agreement, we would have had a real due process problem because the Board would have had to vote on the nonrenewal recommendation, at a minimum, or preside over a hearing if Cunning had requested one.

I'm not really sure why I am writing to you. After all, I'm a school principal, not a lawyer. But I thought I would seek your guidance in navigating this thorny situation. ChatGPT told me I am asking for an "advisory opinion," and that you may turn me down flat. I'm begging you, please don't!

Sincerely,

President, Nutmeg Administrators' Association

Was it appropriate for the Board to have helped negotiate Cunning's separation agreement?