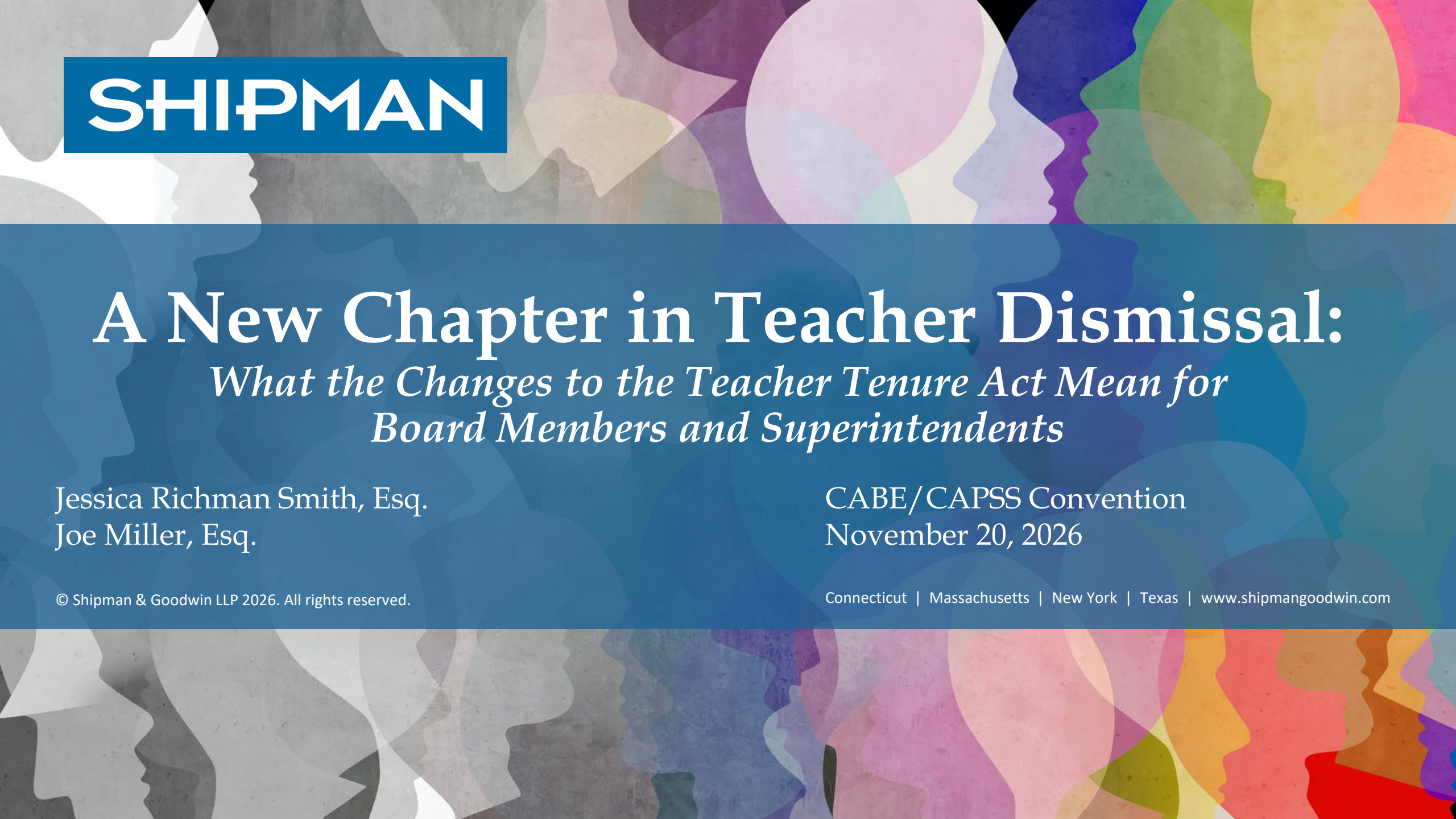


SHIPMAN

A New Chapter in Teacher Dismissal:

What the Changes to the Teacher Tenure Act Mean for Board Members and Superintendents

Jessica Richman Smith, Esq.
Joe Miller, Esq.

CABE/CAPSS Convention
November 20, 2026

© Shipman & Goodwin LLP 2026. All rights reserved.

Connecticut's Teacher Tenure Act

- Section 10-151 of the Connecticut General Statutes governs employment of teachers, tenure, nonrenewal and termination of teacher contracts, and appeals regarding the same.
- Public Act 26-12, Section 8 made changes to the following areas involving **tenured** teachers, effective July 1, 2026:
  - Standard of review
  - Reasons for termination
  - Hearing and decision process
  - Appeal rights
  - Standard for Appeals
- Changes largely do not affect nontenured teachers

© Shipman & Goodwin LLP 2026. All rights reserved.

Changes Affecting Tenured Teachers

© Shipman & Goodwin LLP 2026. All rights reserved.

Standard of Review

- Teacher Tenure Act previously did not specify a standard of review.
- Now, the standard of review is the same standard applied in other disciplinary actions under the terms of the teacher's collective bargaining agreement.
- Standard may be negotiated through the collective bargaining process.
- Generally, the "just cause" standard will apply.

© Shipman & Goodwin LLP 2026. All rights reserved.

Reasons for Termination

Teacher Tenure Act has long specified six permissible reasons for termination:

- Inefficiency, incompetence or ineffectiveness;
- insubordination against reasonable rules of the board of education;
- moral misconduct;
- disability, as shown by competent medical evidence;
- elimination of the position or loss of a position to another teacher, if no other position exists to which such teacher may be appointed if qualified;
- or other due and sufficient cause.

"Other due and sufficient cause" is now "other due and sufficient reasons"

© Shipman & Goodwin LLP 2026. All rights reserved.

Hearing and Decision Process

Previously, a tenured teacher who had been notified that the termination of their contract is under consideration could request a hearing before either the board of education (or board subcommittee) or an impartial hearing officer.

The new law eliminates the option for the board (or board subcommittee) hearing.

Now, all termination hearings must be conducted by an impartial hearing officer selected by the teacher and the superintendent, or, if the parties cannot agree on a hearing officer, through the American Arbitration Association's expedited process.

The hearing officer's decision is binding on the parties.

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Appeal Rights

Previously, a tenured teacher who was aggrieved by the Board's decision to terminate their employment could appeal to the Superior Court.

- The Court was required to affirm the decision unless it found that the substantial rights of the teacher were prejudiced (i.e., if the findings violated constitutional or statutory provisions, exceeded statutory authority, were made using an unlawful procedure, were affected by another error of law, were clearly erroneous, or were arbitrary or capricious).

Now, either a tenured teacher ***or*** a board of education that is aggrieved by the hearing officer's decision may request that the court confirm, vacate, or modify the decision.

© Shipman & Goodwin LLP 2026. All rights reserved.

Standard for Appeals

The standards for vacating or modifying an award are those in the statutory provisions governing arbitration proceedings.

An award may be **vacated** only if the court finds any of the following defects:

- Award has been procured by corruption, fraud or undue means.
- Evident partiality or corruption on the part of any arbitrator.
- 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.
- 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.

Conn. Gen. Stat. § 52-418(a)

© Shipman & Goodwin LLP 2026. All rights reserved.

Changes Do Not Affect Nontenured Teachers

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Appeal Rights



The new law includes what we interpret as a technical revision regarding the provisions concerning nontenured teachers.



There is now a distinction between the appeal procedures applicable to tenured teachers (new) and nontenured teachers (unchanged).

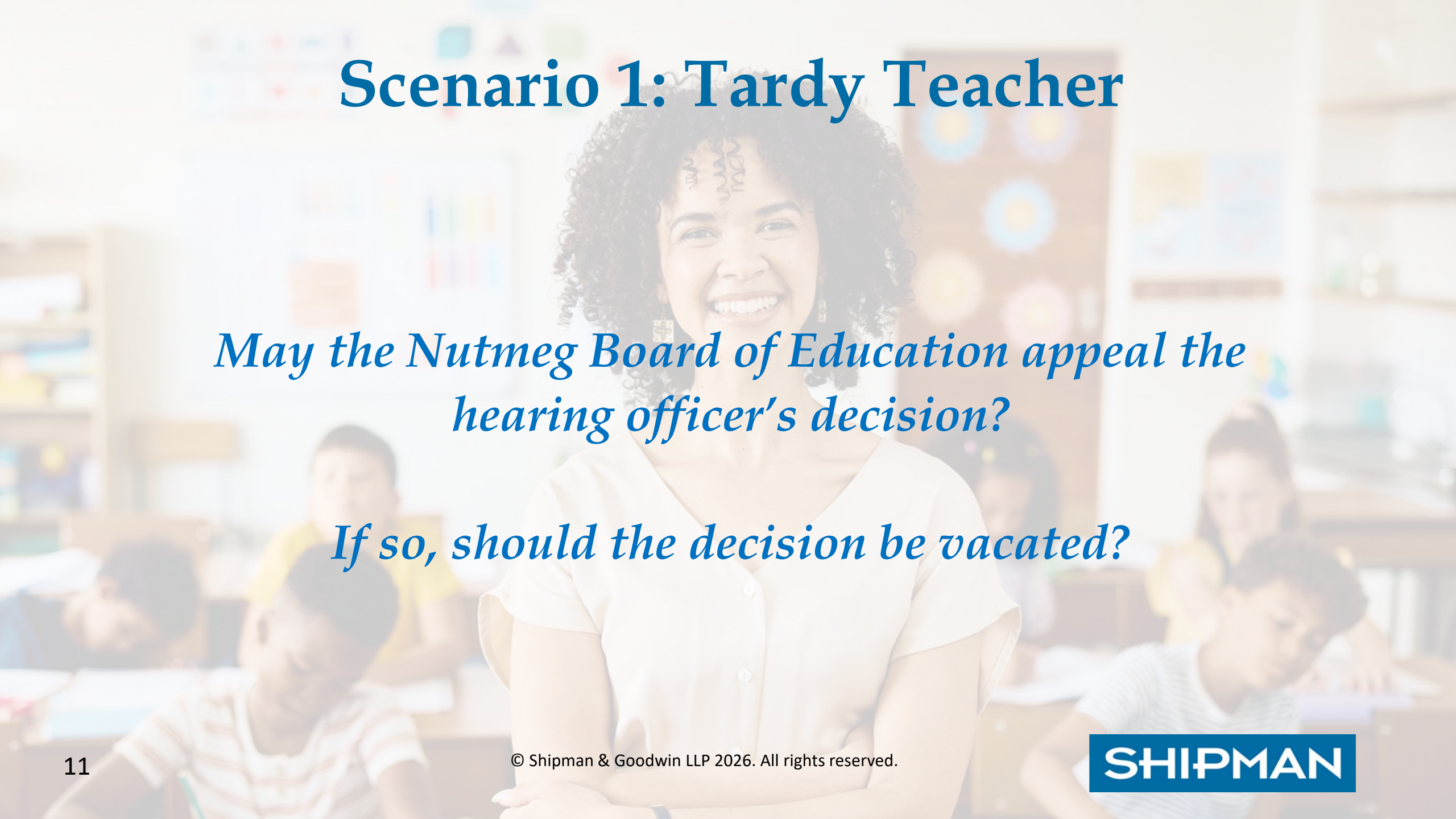


The statutory provisions concerning nontenured teachers are otherwise unchanged.

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 1: Tardy Teacher



May the Nutmeg Board of Education appeal the hearing officer's decision?

If so, should the decision be vacated?

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 1: Tardy Teacher

- **Answer: The Board may appeal, but the award is unlikely to be vacated.**
- For the first time, the law sets a standard of review for termination.
- Standard is the same as that applied to other disciplinary actions under the teachers' collective bargaining agreement.
- Standard is subject to negotiation by the parties, but in most cases will likely be "just cause."



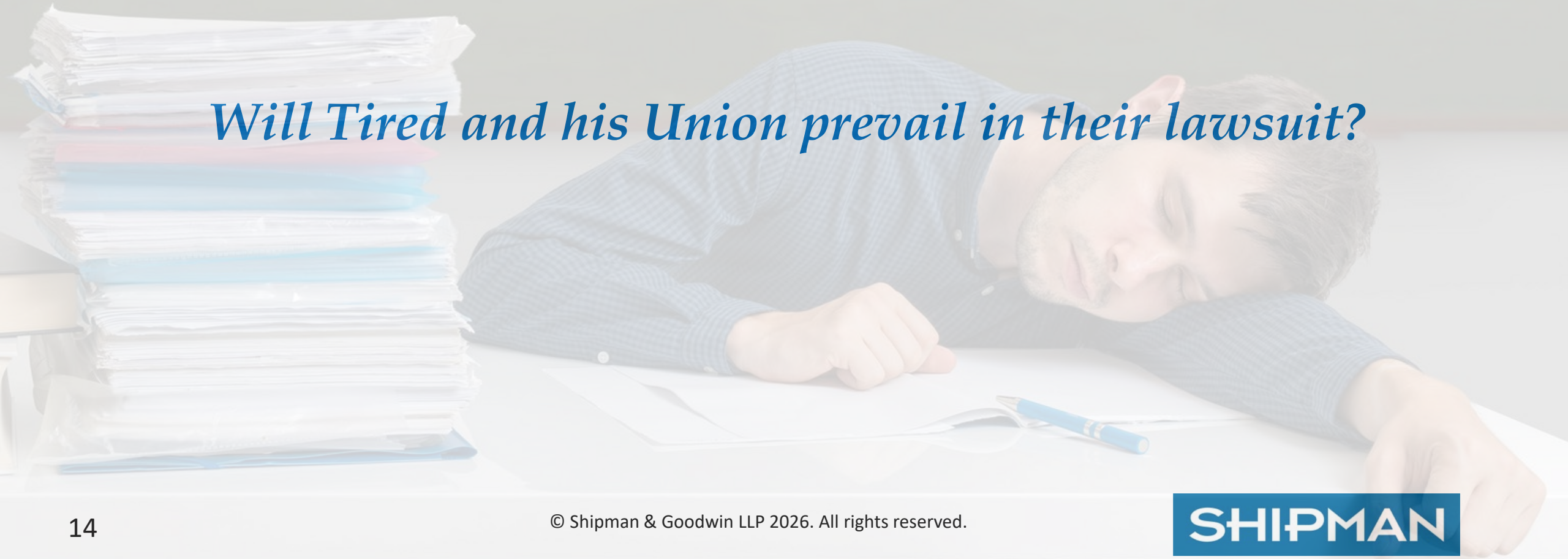
© Shipman & Goodwin LLP 2026. All rights reserved.

Scenario 1: Tardy Teacher

- The stated reason is not one of the six permissible reasons to terminate a tenured teacher, as enumerated in the statute:
  - Inefficiency, incompetence, or ineffectiveness
  - Insubordination
  - Moral misconduct
  - Disability shown by competent medical evidence
  - Elimination / loss of a position
  - Other due and sufficient reasons (used to be "due and sufficient cause")
- The Board now has the right to appeal an adverse decision, as does the Union.
- Court must confirm the award unless it is necessary to modify or vacate it for certain limited reasons set forth in statute (e.g., the award was procured by corruption, fraud, or undue means, or there was evident partiality or corruption on the part of the arbitrator).

© Shipman & Goodwin LLP 2026. All rights reserved.

Scenario 2: Tired Teacher



Will Tired and his Union prevail in their lawsuit?

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 2: Tired Teacher

- **Answer: Tired and his Union are unlikely to prevail.**
- Because the Board is no longer the decisionmaker, the Board can get involved before a termination without compromising due process.
- It is more important than ever to ensure that the administration has a strong case before recommending termination. Administration can no longer rely on a sympathetic Board.
- Consider whether the Board ***should*** get involved even though it ***may.*** The Superintendent remains the CEO and some decisions do not warrant Board involvement.



© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 3: Party Principal



Should the judge uphold the Board's decision?

© Shipman & Goodwin LLP 2026. All rights reserved.

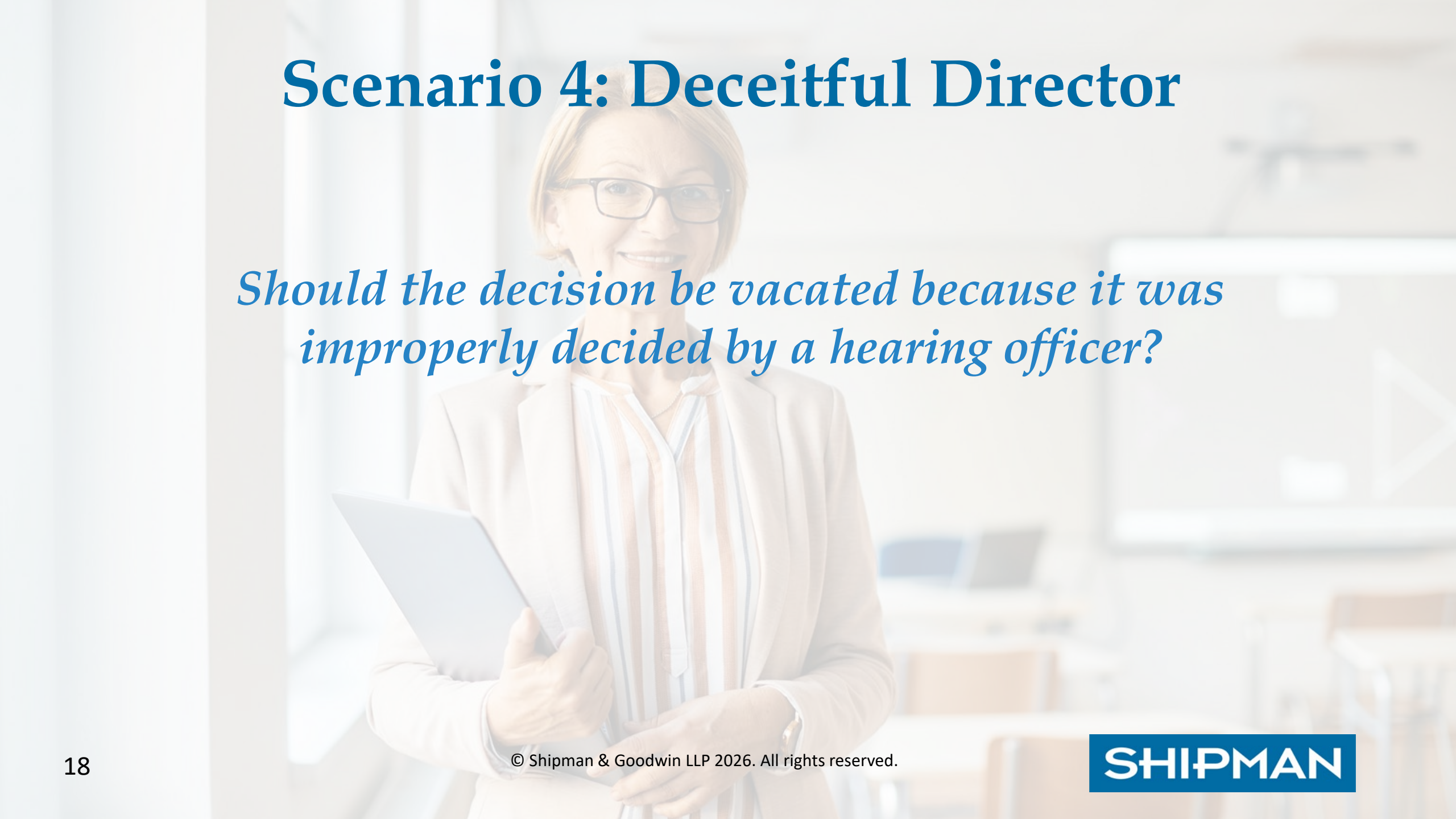
SHIPMAN

Scenario 3: Party Principal

- **Answer: No. The Board acted improperly here.**
- To be sure, the Board may overrule a teacher's request for an impartial hearing officer. For nontenured teachers, an impartial hearing officer is appointed only if indicated in the teacher's request *and* if designated by the Board.
- Even if a hearing officer is appointed, the Board remains the ultimate decision-maker and therefore must not get involved before termination.

© Shipman & Goodwin LLP 2026. All rights reserved.

Scenario 4: Deceitful Director



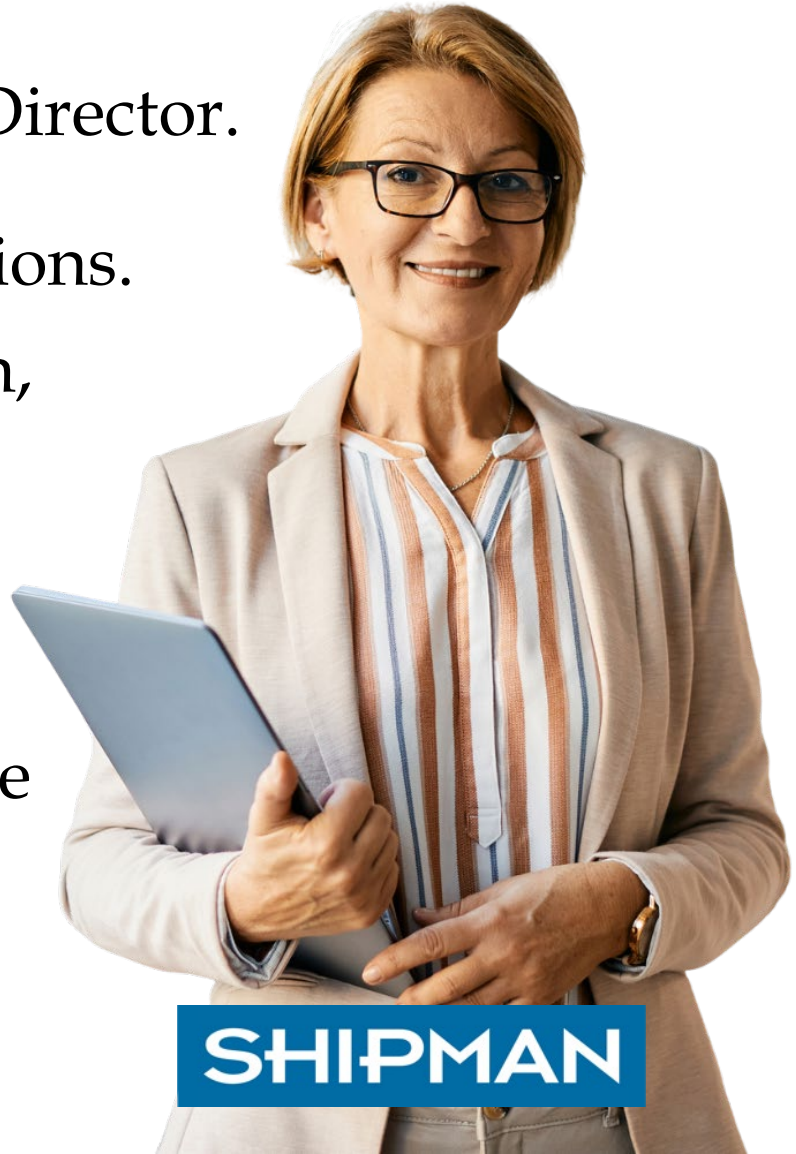
Should the decision be vacated because it was improperly decided by a hearing officer?

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 4: Deceitful Director

- **Answer: No. The Teacher Tenure Act controls.**
- The Director's contract governs her assignment as Director. Termination of that ***assignment*** would proceed in accordance with the contractual termination provisions.
- The Director remains a tenured teacher, and as such, termination of her ***employment*** is governed by the Teacher Tenure Act and must be decided by a hearing officer.
- Tip: Review contracts for tenured non-union administrators (e.g., cabinet members) to ensure the termination process is clear in light of these statutory changes.



© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 5: Sneaky School Psychologist

Should the judge overturn Sneaky's termination?

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 5: Sneaky School Psychologist

- **Answer: Yes. The Board should have taken a vote.**
- The Board must vote to accept the termination recommendation even if the teacher has not requested a hearing:

  "Prior to terminating a contract, the superintendent shall give the teacher concerned a written notice that termination of such teacher's contract is under consideration and give such teacher a statement of the reasons for such consideration of termination. Not later than ten calendar days after receipt of written notice by the superintendent that contract termination is under consideration, such teacher may file with the local or regional board of education a written request for a hearing." Conn. Gen. Stat. § 10-151(d).

- Because there is no hearing, an impartial hearing officer need not be appointed.
- Query: Could the Superintendent, as CEO, have confirmed the termination?
- Query: Is an impartial hearing officer required to affirm the termination?

© Shipman & Goodwin LLP 2026. All rights reserved.

Scenario 5: Sneaky School Psychologist

- **Note:** A late request for hearing may not constitute a waiver of the right to a hearing.
- In *Norris v. Board of Education Town of Waterford*, 1998 WL 19898 (Conn. Super. 1998), the Superior Court held that the then-applicable 20-day time limit was directory (not mandatory), and ruled that the Board should have given the teacher a hearing since it received her request for a hearing before it took action.
- When no request is received before Board action, the Superintendent should present to the Board the basis for the termination so that it is clear the action to terminate is based on one or more of the statutory reasons.

© Shipman & Goodwin LLP 2026. All rights reserved.

Scenario 6: Cunning Curriculum Coordinator



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

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Scenario 6: Cunning Curriculum Coordinator

- **Answer: No. The Board should have stayed out of it.**
- The Board still has a role in approving the nonrenewal of nontenured teachers; will rescind if decision was arbitrary and capricious.
- Therefore, the Board should avoid any involvement in negotiating separation agreements for nontenured teachers.
- The Board can participate in negotiating separation agreements for tenured teachers, **but consider when this may be appropriate**.



© Shipman & Goodwin LLP 2026. All rights reserved.

Final Takeaways

- Decision-making authority in termination proceedings for tenured teachers has shifted away from boards of education.
- Boards should plan for binding hearing officer decisions and a related shift in the bargaining dynamic.
- Less risk that discussion of a prospective termination by or with the Board could compromise a tenured teacher's due process rights.
- No significant changes affecting nontenured teachers.



© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN

Questions?

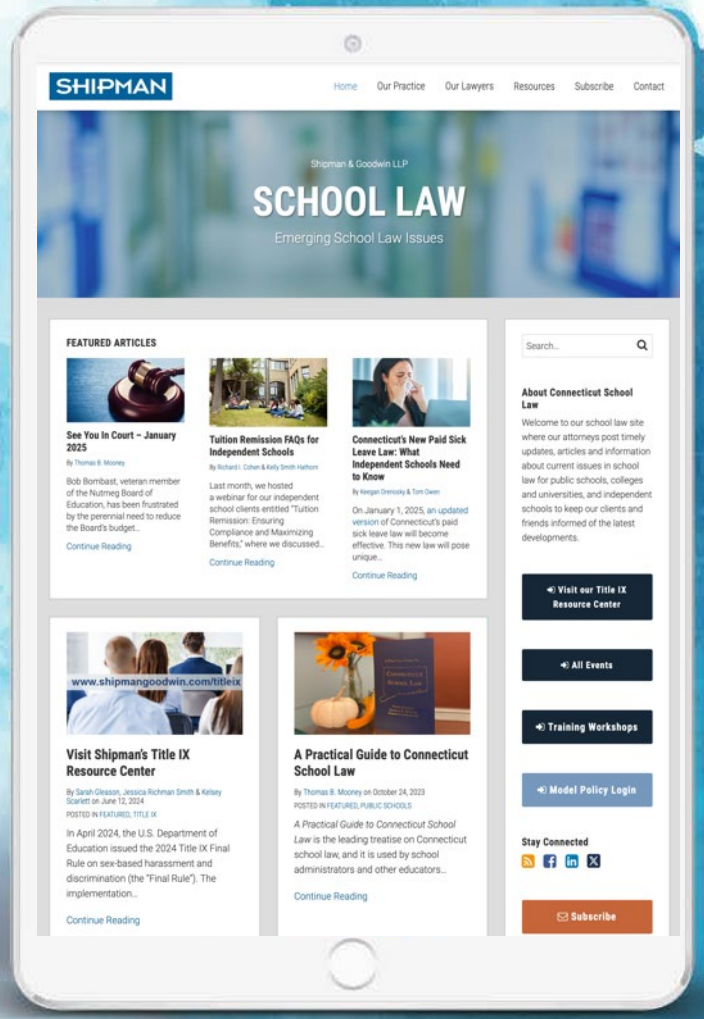


Thank you for joining us!

These materials have been prepared by Shipman & Goodwin LLP for informational purposes only. They are not intended as advertising and should not be considered legal advice. This information is not intended to create, and receipt of it does not create, a lawyer-client relationship. Viewers should not act upon this information without seeking professional counsel.

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN



ctschoollaw.com

Our site dedicated to emerging education law issues

Subscribe

to receive updates
ctschoollaw.com/subscribe

© Shipman & Goodwin LLP 2026. All rights reserved.

Connect With Us:



Jessica Richman Smith
Shipman & Goodwin LLP
203.324.8157
jsmith@goodwin.com



Joe Miller
Shipman & Goodwin LLP
860.251.5182
jmiller@goodwin.com

© Shipman & Goodwin LLP 2026. All rights reserved.

SHIPMAN