



General Assembly

Amendment

January Session, 2011

LCO No. 7994

HB0665107994SR0

Offered by:

SEN. BOUCHER, 26th Dist.
SEN. FRANTZ, 36th Dist.
SEN. WELCH, 31st Dist.
SEN. KANE, 32nd Dist.
SEN. MCLACHLAN, 24th Dist.
SEN. SUZIO, 13th Dist.

SEN. WITKOS, 8th Dist.
SEN. MCKINNEY, 28th Dist.
SEN. KELLY, 21st Dist.
SEN. MARKLEY, 16th Dist.
SEN. RORABACK, 30th Dist.

To: House Bill No. 6651

File No.

Cal. No.

**"AN ACT IMPLEMENTING PROVISIONS OF THE BUDGET
CONCERNING GENERAL GOVERNMENT."**

1 After the last section, add the following and renumber sections and
2 internal references accordingly:

3 "Sec. 501. Section 10-151 of the general statutes is repealed and the
4 following is substituted in lieu thereof (*Effective July 1, 2011*):

5 (a) For the purposes of this section:

6 (1) The term "board of education" shall mean a local or regional
7 board of education or the board of trustees of an incorporated or
8 endowed high school or academy approved pursuant to section 10-34,
9 which is located in this state;

10 (2) The term "teacher" shall include each certified professional
11 employee below the rank of superintendent employed by a board of
12 education for at least ninety days in a position requiring a certificate
13 issued by the State Board of Education;

14 (3) The term "continuous employment" means that time during
15 which the teacher is employed without any break in employment as a
16 teacher for the same board of education;

17 (4) The term "full-time employment" means a teacher's employment
18 in a position at a salary rate of fifty per cent or more of the salary rate
19 of such teacher in such position if such position were full-time;

20 (5) The term "part-time employment" means a teacher's employment
21 in a position at a salary rate of less than fifty per cent of the salary rate
22 of such teacher in such position, if such position were full-time;

23 (6) The term "tenure" means:

24 (A) The completion of thirty school months of full-time continuous
25 employment for the same board of education for teachers initially
26 hired prior to July 1, 1996; and forty such school months for teachers
27 initially hired on or after said date provided the superintendent offers
28 the teacher a contract to return for the following school year. For
29 purposes of calculating continuous employment towards tenure, the
30 following shall apply: (i) For a teacher who has not attained tenure,
31 two school months of part-time continuous employment by such
32 teacher shall equal one school month of full-time continuous
33 employment except, for a teacher employed in a part-time position at a
34 salary rate of less than twenty-five per cent of the salary rate of a
35 teacher in such position, if such position were full-time, three school
36 months of part-time continuous employment shall equal one school
37 month of full-time continuous employment; (ii) a teacher who has not
38 attained tenure shall not count layoff time towards tenure, except that
39 if such teacher is reemployed by the same board of education within
40 five calendar years of the layoff, such teacher may count the previous
41 continuous employment immediately prior to the layoff towards

42 tenure; and (iii) a teacher who has not attained tenure shall not count
43 authorized leave time towards tenure if such time exceeds ninety
44 student school days in any one school year, provided only the student
45 school days worked that year by such teacher shall count towards
46 tenure and shall be computed on the basis of eighteen student school
47 days or the greater fraction thereof equaling one school month.

48 (B) For a teacher who has attained tenure prior to layoff, tenure shall
49 resume if such teacher is reemployed by the same board of education
50 within five calendar years of the layoff.

51 (C) Except as provided in subparagraphs (B) and (D) of this
52 subdivision, any teacher who has attained tenure with any one board
53 of education and whose employment with such board ends for any
54 reason and who is reemployed by such board or is subsequently
55 employed by any other board, shall attain tenure after completion of
56 twenty school months of continuous employment. The provisions of
57 this subparagraph shall not apply if, (i) prior to completion of the
58 twentieth school month following commencement of employment by
59 such board, such teacher has been notified in writing that his or her
60 contract will not be renewed for the following school year or (ii) for a
61 period of five or more calendar years immediately prior to such
62 subsequent employment, such teacher has not been employed by any
63 board of education.

64 (D) Any certified teacher or administrator employed by a local or
65 regional board of education for a school district identified as a priority
66 school district pursuant to section 10-266p may attain tenure after ten
67 months of employment in such priority school district, if such certified
68 teacher or administrator previously attained tenure with another local
69 or regional board of education in this state or another state.

70 (7) The term "school month" means any calendar month other than
71 July or August in which a teacher is employed as a teacher at least one-
72 half of the student school days.

73 (b) Any board of education may authorize the superintendent to

74 employ teachers. Any superintendent not authorized to employ
75 teachers shall submit to the board of education nominations for
76 teachers for each of the schools in the town or towns in such
77 superintendent's jurisdiction and, from the persons so nominated,
78 teachers may be employed. Such board shall accept or reject such
79 nominations within thirty-five days from their submission. Any such
80 board of education may request the superintendent to submit multiple
81 nominations of qualified candidates, if more than one candidate is
82 available for nomination, for any supervisory or administrative
83 position, in which case the superintendent shall submit such a list and
84 may place the candidates on such list in the order in which such
85 superintendent recommends such candidates. If such board rejects
86 such nominations, the superintendent shall submit to such board other
87 nominations and such board may employ teachers from the persons so
88 nominated and shall accept or reject such nominations within one
89 month from their submission. Whenever a superintendent offers a
90 teacher who has not attained tenure a contract to return for another
91 year of employment, such offer shall be based on records of
92 evaluations pursuant to subsection (a) of section 10-151b. The contract
93 of employment of a teacher shall be in writing.

94 (c) The contract of employment of a teacher who has not attained
95 tenure may be terminated at any time for any of the reasons
96 enumerated in subdivisions (1) to (6), inclusive, of subsection (d) of
97 this section; otherwise the contract of such teacher shall be continued
98 into the next school year unless such teacher receives written notice by
99 April first in one school year that such contract will not be renewed for
100 the following year. Upon the teacher's written request, a notice of
101 nonrenewal or termination shall be supplemented within seven days
102 after receipt of the request by a statement of the reason or reasons for
103 such nonrenewal or termination. Such teacher, upon written request
104 filed with the board of education within twenty days after the receipt
105 of notice of termination, or nonrenewal shall be entitled to a hearing,
106 except as provided in this subsection, (A) before the board, (B) if
107 indicated in such request and if designated by the board, before an

108 impartial hearing panel established and conducted in accordance with
109 the provisions of subsection (d) of this section, or (C) if the parties
110 mutually agree before a single impartial hearing officer chosen by the
111 teacher and the superintendent in accordance with the provisions of
112 subsection (d) of this section. Such hearing shall commence within
113 fifteen days after receipt of such request unless the parties mutually
114 agree to an extension not to exceed fifteen days. The impartial hearing
115 panel or officer or a subcommittee of the board of education, if the
116 board of education designates a subcommittee of three or more board
117 members to conduct hearings, shall submit written findings and
118 recommendations to the board for final disposition. The teacher shall
119 have the right to appear with counsel of the teacher's choice at the
120 hearing. A teacher who has not attained tenure shall not be entitled to
121 a hearing concerning nonrenewal if the reason for such nonrenewal is
122 either elimination of position or loss of position to another teacher. The
123 board of education shall rescind a nonrenewal decision only if the
124 board finds such decision to be arbitrary and capricious. Any such
125 teacher whose contract is terminated for the reasons enumerated in
126 subdivisions (3) and (4) of subsection (d) of this section shall have the
127 right to appeal in accordance with the provisions of subsection (e) of
128 this section.

129 (d) The contract of employment of a teacher who has attained tenure
130 shall be continued from school year to school year, except that it may
131 be terminated at any time for one or more of the following reasons: (1)
132 Inefficiency or incompetence, provided, if a teacher is notified on or
133 after July 1, 2000, that termination is under consideration due to
134 incompetence, the determination of incompetence is based on
135 evaluation of the teacher using teacher evaluation guidelines
136 established pursuant to section 10-151b; (2) insubordination against
137 reasonable rules of the board of education; (3) moral misconduct; (4)
138 disability, as shown by competent medical evidence; (5) elimination of
139 the position to which the teacher was appointed or loss of a position to
140 another teacher, if no other position exists to which such teacher may
141 be appointed if qualified, provided such teacher, if qualified, shall be

142 appointed to a position [held by a teacher who has not attained tenure]
143 in the school that such teacher is employed if it is determined that such
144 teacher is more effective and more qualified than the teacher who has
145 not attained tenure, based on the criteria described in subsection (f) of
146 this section, and provided further that determination of the individual
147 contract or contracts of employment to be terminated shall be made in
148 accordance with either (A) a provision for a layoff procedure agreed
149 upon by the board of education and the exclusive employees'
150 representative organization, or (B) in the absence of such agreement, a
151 written policy of the board of education; [or] (6) failure to successfully
152 complete an improvement and remediation plan, developed by a local
153 or regional board of education for such teacher, following a finding
154 that the teacher's performance was deficient under a teacher
155 performance evaluation conducted pursuant to section 10-151b; or (7)
156 other due and sufficient cause. Nothing in this section or in any other
157 section of the general statutes or of any special act shall preclude a
158 board of education from making an agreement with an exclusive
159 bargaining representative which contains a recall provision. Prior to
160 terminating a contract, the superintendent shall give the teacher
161 concerned a written notice that termination of such teacher's contract is
162 under consideration and, upon written request filed by such teacher
163 with the superintendent, within seven days after receipt of such notice,
164 shall within the next succeeding seven days give such teacher a
165 statement in writing of the reasons therefor. Within twenty days after
166 receipt of written notice by the superintendent that contract
167 termination is under consideration, such teacher may file with the local
168 or regional board of education a written request for a hearing. A board
169 of education may designate a subcommittee of three or more board
170 members to conduct hearings and submit written findings and
171 recommendations to the board for final disposition in the case of
172 teachers whose contracts are terminated. Such hearing shall commence
173 within fifteen days after receipt of such request, unless the parties
174 mutually agree to an extension, not to exceed fifteen days (A) before
175 the board of education or a subcommittee of the board, (B) if indicated
176 in such request or if designated by the board before an impartial

177 hearing panel, or (C) if the parties mutually agree, before a single
178 impartial hearing officer chosen by the teacher and the superintendent.
179 If the parties are unable to agree upon the choice of a hearing officer
180 within five days after their decision to use a hearing officer, the
181 hearing shall be held before the board or panel, as the case may be. The
182 impartial hearing panel shall consist of three members appointed as
183 follows: The superintendent shall appoint one panel member, the
184 teacher shall appoint one panel member, and those two panel
185 members shall choose a third, who shall serve as chairperson. If the
186 two panel members are unable to agree upon the choice of a third
187 panel member within five days after the decision to use a hearing
188 panel, the third panel member shall be selected with the assistance of
189 the American Arbitration Association using its expedited selection
190 process and in accordance with its rules for selection of a neutral
191 arbitrator in grievance arbitration. If the third panel member is not
192 selected with the assistance of such association within five days, the
193 hearing shall be held before the board of education or a subcommittee
194 of the board. Within seventy-five days after receipt of the request for a
195 hearing, the impartial hearing panel, subcommittee of the board or
196 hearing officer, unless the parties mutually agree to an extension not to
197 exceed fifteen days, shall submit written findings and a
198 recommendation to the board of education as to the disposition of the
199 charges against the teacher and shall send a copy of such findings and
200 recommendation to the teacher. The board of education shall give the
201 teacher concerned its written decision within fifteen days of receipt of
202 the written recommendation of the impartial hearing panel,
203 subcommittee or hearing officer. Each party shall pay the fee of the
204 panel member selected by it and shall share equally the fee of the third
205 panel member or hearing officer and all other costs incidental to the
206 hearing. If the hearing is before the board of education, the board shall
207 render its decision within fifteen days after the close of such hearing
208 and shall send a copy of its decision to the teacher. The hearing shall
209 be public if the teacher so requests or the board, subcommittee, hearing
210 officer or panel so designates. The teacher concerned shall have the
211 right to appear with counsel at the hearing, whether public or private.

212 A copy of a transcript of the proceedings of the hearing shall be
213 furnished by the board of education, upon written request by the
214 teacher within fifteen days after the board's decision, provided the
215 teacher shall assume the cost of any such copy. Nothing herein
216 contained shall deprive a board of education or superintendent of the
217 power to suspend a teacher from duty immediately when serious
218 misconduct is charged without prejudice to the rights of the teacher as
219 otherwise provided in this section.

220 (e) Any teacher aggrieved by the decision of a board of education
221 after a hearing as provided in subsection (d) of this section may appeal
222 therefrom, within thirty days of such decision, to the Superior Court.
223 Such appeal shall be made returnable to said court in the same manner
224 as is prescribed for civil actions brought to said court. Any such appeal
225 shall be a privileged case to be heard by the court as soon after the
226 return day as is practicable. The board of education shall file with the
227 court a copy of the complete transcript of the proceedings of the
228 hearing and the minutes of board of education meetings relating to
229 such termination, including the vote of the board on the termination,
230 together with such other documents, or certified copies thereof, as
231 shall constitute the record of the case. The court, upon such appeal,
232 shall review the proceedings of such hearing. The court, upon such
233 appeal and hearing thereon, may affirm or reverse the decision
234 appealed from in accordance with subsection (j) of section 4-183. Costs
235 shall not be allowed against the board of education unless it appears to
236 the court that it acted with gross negligence or in bad faith or with
237 malice in making the decision appealed from.

238 (f) (1) Notwithstanding the provisions of this section, the contract of
239 employment of any teacher may be terminated, in accordance with the
240 provisions of this subsection, if the employing local or regional board
241 of education discontinues particular teaching services or positions in
242 one or more schools under the jurisdiction of the board. Prior to
243 terminating a contract pursuant to this subsection, the superintendent
244 shall provide written notice of such termination and the reasons for
245 such termination to all teachers by April first of the school year. Such

246 written notice may be sent by registered or certified mail to such
247 teachers or personal delivery. When terminating a contract of
248 employment pursuant to this subsection a local or regional board of
249 education shall: (A) First terminate the contract of employment for
250 those teachers who, based on the most recent performance evaluation
251 conducted pursuant to section 10-151b, (i) have been identified as
252 needing intensive supervision and assistance, or (ii) received the
253 lowest evaluation rating; (B) then terminate the contract of
254 employment for those teachers who are identified as marginally
255 effective. The criteria for determining whether a teacher is marginally
256 effective shall include qualifications, certification, experience,
257 performance evaluation ratings, special training, chronic absenteeism
258 without documented cause, consistent unsatisfactory performance
259 reviews or evaluations conducted to section 10-151b and any other
260 factors related to teacher performance, provided priority consideration
261 shall be given to performance reviews and evaluations; and (C) then
262 terminate the contract of employment for those teachers in programs
263 or subject areas that require specialized training with consideration of
264 the particular needs of the school in which such teachers are assigned,
265 provided priority consideration shall be given to a teacher's
266 performance reviews and evaluations. A local or regional board of
267 education shall not consider a teacher's salary in making termination
268 decisions pursuant to this subsection.

269 (2) Any teacher who has attained tenure, has been terminated
270 pursuant to this subsection and is rehired not later than one calendar
271 year from the beginning of the following school year shall lose no
272 rights that accrued during the period in which such teacher had
273 tenure. Any teacher who has attained tenure and whose contract of
274 employment has been terminated pursuant to this subsection shall
275 have the right to a hearing pursuant to subsection (d) of this section
276 and the right to appeal the decision of such hearing in accordance with
277 the provisions of subsection (e) of this section."