



General Assembly

Amendment

January Session, 2011

LCO No. 6588

SB0110506588SR0

Offered by:
SEN. GUGLIELMO, 35th Dist.

To: Subst. Senate Bill No. 1105 File No. 509 Cal. No. 295

"AN ACT CONCERNING THE DISSOLUTION PROCESS OF REGIONAL SCHOOL DISTRICTS."

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

3 "Sec. 501. (NEW) (*Effective July 1, 2011*) In the absence of a provision
4 for a layoff procedure agreed upon by a local or regional board of
5 education and the exclusive employees' representative organization,
6 each local and regional board of education shall develop a written
7 policy regarding the layoff procedure of teachers employed by the
8 board of education. Such layoff procedure policy shall include the
9 factors to be considered in determining the teachers to be laid off and
10 the weight given to each factor, provided years of service as a certified
11 teacher in the school district shall not be the primary factor for why a
12 teacher's employment is terminated.

13 Sec. 502. Subsection (d) of section 10-151 of the general statutes is
14 repealed the following is substituted on lieu thereof (*Effective July 1,*
15 *2011*):

16 (d) The contract of employment of a teacher who has attained tenure
17 shall be continued from school year to school year, except that it may
18 be terminated at any time for one or more of the following reasons: (1)
19 Inefficiency or incompetence, provided, if a teacher is notified on or
20 after July 1, 2000, that termination is under consideration due to
21 incompetence, the determination of incompetence is based on
22 evaluation of the teacher using teacher evaluation guidelines
23 established pursuant to section 10-151b; (2) insubordination against
24 reasonable rules of the board of education; (3) moral misconduct; (4)
25 disability, as shown by competent medical evidence; (5) elimination of
26 the position to which the teacher was appointed or loss of a position to
27 another teacher, if no other position exists to which such teacher may
28 be appointed if qualified, provided such teacher, if qualified, shall be
29 appointed to a position held by a teacher who has not attained tenure,
30 and provided further that determination of the individual contract or
31 contracts of employment to be terminated shall be made in accordance
32 with either (A) a provision for a layoff procedure agreed upon by the
33 board of education and the exclusive employees' representative
34 organization, or (B) in the absence of such agreement, a written policy
35 of the board of education developed in accordance with the provisions
36 of section 501 of this act; or (6) other due and sufficient cause. Nothing
37 in this section or in any other section of the general statutes or of any
38 special act shall preclude a board of education from making an
39 agreement with an exclusive bargaining representative which contains
40 a recall provision. Prior to terminating a contract, the superintendent
41 shall give the teacher concerned a written notice that termination of
42 such teacher's contract is under consideration and, upon written
43 request filed by such teacher with the superintendent, within seven
44 days after receipt of such notice, shall within the next succeeding seven
45 days give such teacher a statement in writing of the reasons therefor.
46 Within twenty days after receipt of written notice by the
47 superintendent that contract termination is under consideration, such
48 teacher may file with the local or regional board of education a written
49 request for a hearing. A board of education may designate a
50 subcommittee of three or more board members to conduct hearings

51 and submit written findings and recommendations to the board for
52 final disposition in the case of teachers whose contracts are terminated.
53 Such hearing shall commence within fifteen days after receipt of such
54 request, unless the parties mutually agree to an extension, not to
55 exceed fifteen days (A) before the board of education or a
56 subcommittee of the board, (B) if indicated in such request or if
57 designated by the board before an impartial hearing panel, or (C) if the
58 parties mutually agree, before a single impartial hearing officer chosen
59 by the teacher and the superintendent. If the parties are unable to
60 agree upon the choice of a hearing officer within five days after their
61 decision to use a hearing officer, the hearing shall be held before the
62 board or panel, as the case may be. The impartial hearing panel shall
63 consist of three members appointed as follows: The superintendent
64 shall appoint one panel member, the teacher shall appoint one panel
65 member, and those two panel members shall choose a third, who shall
66 serve as chairperson. If the two panel members are unable to agree
67 upon the choice of a third panel member within five days after the
68 decision to use a hearing panel, the third panel member shall be
69 selected with the assistance of the American Arbitration Association
70 using its expedited selection process and in accordance with its rules
71 for selection of a neutral arbitrator in grievance arbitration. If the third
72 panel member is not selected with the assistance of such association
73 within five days, the hearing shall be held before the board of
74 education or a subcommittee of the board. Within seventy-five days
75 after receipt of the request for a hearing, the impartial hearing panel,
76 subcommittee of the board or hearing officer, unless the parties
77 mutually agree to an extension not to exceed fifteen days, shall submit
78 written findings and a recommendation to the board of education as to
79 the disposition of the charges against the teacher and shall send a copy
80 of such findings and recommendation to the teacher. The board of
81 education shall give the teacher concerned its written decision within
82 fifteen days of receipt of the written recommendation of the impartial
83 hearing panel, subcommittee or hearing officer. Each party shall pay
84 the fee of the panel member selected by it and shall share equally the
85 fee of the third panel member or hearing officer and all other costs

86 incidental to the hearing. If the hearing is before the board of
87 education, the board shall render its decision within fifteen days after
88 the close of such hearing and shall send a copy of its decision to the
89 teacher. The hearing shall be public if the teacher so requests or the
90 board, subcommittee, hearing officer or panel so designates. The
91 teacher concerned shall have the right to appear with counsel at the
92 hearing, whether public or private. A copy of a transcript of the
93 proceedings of the hearing shall be furnished by the board of
94 education, upon written request by the teacher within fifteen days
95 after the board's decision, provided the teacher shall assume the cost of
96 any such copy. Nothing herein contained shall deprive a board of
97 education or superintendent of the power to suspend a teacher from
98 duty immediately when serious misconduct is charged without
99 prejudice to the rights of the teacher as otherwise provided in this
100 section."