

Personnel — Certified

Termination of Employment

The Board of Education is greatly concerned about former employees of school districts who have resigned their positions pursuant to settlement agreements after having been served with disciplinary charges or told they would be subjected to disciplinary action. Such termination or settlement agreements often prohibit the disclosure of their terms to prospective employers, thus preventing prospective employers from becoming fully apprised of the reason(s) the individuals left their former positions and taking appropriate action.

No school personnel or Board member, with the exception of the Superintendent of Schools and/or his or her designee, will make any statement concerning the reason(s) that an individual has left employment with the district. The Superintendent and his or her designee will seek legal counsel concerning the nature of statements which are permissible in the particular case.

The district will also report any serious misconduct to the appropriate authorities, including, but not limited to, the State Department of Education and local authorities.

Personnel — Certified**Termination of Employment (continued)****Termination**

In addition to non-renewal, the contract for employment of a teacher who has not attained tenure may be terminated at any time for any of the reasons enumerated below:

- a. Inefficiency or incompetence
- b. Insubordination against reasonable rules of the Board of Education.
- c. Moral misconduct
- d. Disability, as shown by competent medical evidence
- e. Elimination of the position to which the teacher was appointed or loss of a position to another teacher, in accordance with Connecticut General Statutes 10-151(d) (5).
- f. Other due and sufficient cause.

Otherwise, the contract of such teacher shall be continued into the next school year unless such teacher receives a written notice by April 1st in one school year that such contract will not be renewed for the following year. A teacher may request a statement of reason(s) therefor. The teacher is entitled to a hearing upon written request filed with the Board within twenty (20) days after receipt of notice. The hearing shall be conducted before the Board, or if indicated by such request and if designated by the Board, before an impartial hearing panel established and conducted in accordance with law. The hearing shall commence within fifteen (15) days of such request unless the parties mutually agree to an extension.

A teacher who has not attained tenure and whose contract is terminated of "moral misconduct" or "disability as shown by competent medical evidence" shall have the right to appeal in accordance with the provisions of subsection (f) of CGS 10-151. No right of appeal shall exist if (1) a teacher who has not attained tenure has received non-renewal notice prior to April 1st of a school year, or (2) such teacher's contract is terminated for reasons other than moral conduct or disability.

Personnel — Certified**Termination of Employment** (continued)**Termination**

2. Tenured Teachers

The contract of employment of a teacher who has attained tenure shall be continued from school year to school year, except that it may be terminated at any time for one or more of the following reasons:

- a. Inefficiency or incompetence
- b. Insubordination against reasonable rules of the Board of Education.
- c. Moral misconduct
- d. Disability, as shown by competent medical evidence
- e. Elimination of the position to which the teacher was appointed or loss of a position to another teacher, in accordance with Connecticut General Statutes 10-151(d)(5).
- f. Other due and sufficient cause

Prior to terminating a contract, the Superintendent shall give the teacher concerned a written notice that termination of such teacher is under consideration and, upon written request filed by such teacher with such Board within seven days after receipt of such notice, shall within the next succeeding seven days give such teacher a statement in writing of the reasons therefor. Within twenty days after receipt of written notice by the Superintendent that contract termination is under consideration, such teacher may file with such Board a written request for a hearing. Such hearing shall commence within fifteen days after receipt of such request, unless the parties mutually agree to an extension, before the Board of Education or, if indicated in such request or if designated by the Board before an impartial hearing panel, or if the parties mutually agree, before a single impartial hearing officer chosen by both parties. If the parties are unable to agree upon the choice of a hearing officer within five (5) days after their decision to use a hearing officer, the third panel member is to be selected with the assistance of the American Arbitration Association. If the third member is not selected with the assistance of the American Arbitration Association within five days, the hearing is to be held before the Board of Education or a designated subcommittee of the Board

NOTE: The Board of Education may designate a subcommittee of three (3) or more Board members to conduct tenured or non-tenured teacher termination hearings resulting from reduction in force (RIF). The subcommittee shall submit written findings and recommendations to the Board for final disposition. (P.A. 85-343)