terminate the commitment at any time. Indeed, the statutory scheme for delinquent juveniles allows the court even more autonomy than a judge sitting in criminal court, where judges may be compelled to impose mandatory minimum sentences for some offenses. Therefore, we reject the respondents' suggestion that our opinion today will curtail judicial autonomy.

We recognize that all of the commitments involved in this consolidated appeal were the result of plea bargains agreed to by the state and the respondents. The respondents maintain that the use of plea bargaining has been indispensable in resolving the vast majority of juvenile cases that are processed. The respondents suggest that our interpretation of the statute will curtail the ability to plea bargain in juvenile court. We disagree. As we explained previously herein, there are a number of dispositions available to the court short of commitment. Plea bargains may be discussed regarding any of the various dispositions, for example, type of placement, terms of probation, restitution or community service. See General Statutes (Sup. 2012) § 46b-140 (b). Further, although the initial commitment is for an indeterminate period up to a maximum of eighteen months, there is nothing that prevents juveniles from entering a plea bargain regarding the timing of any reports and motions to terminate the commitment. It is within the discretion of the trial court, for instance, to require updates at frequent intervals in order to follow the juvenile's progress and determine whether further commitment is warranted. Moreover, there may be negotiations regarding the appropriate placement for the child. Consequently, we do not envision a sharp decline in the availability of plea bargaining as the result of our opinion herein.

We next address the respondents' assertion that the trial court's authority to issue commitment orders of less than eighteen months is aligned with the department's initiative to reduce the time that committed delinquents spend in the training school and residential placement. Specifically, the respondents assert that within the juvenile justice system the best practice is to maintain a delinquent child in the community under the supervision of a juvenile probation officer and that, it is only when the child's behavior commands more drastic measures that the court must consider removal from the community and placement at either the training school or a residential treatment facility. From this premise, the respondents contend that the duration of time that a child spends in an out-of-home setting should be limited to the minimum necessary to ensure that the child does not continue with his or her offending behavior. Moreover, the respondents assert that, since the juvenile court was established in Connecticut, the legislature has continually shortened the length of time a judge may commit a child for placement outside of the home. See General Statutes (Sup. 2012) § 46b-140 (f). The respondents further contend that the depart-

ment has, through their representations and actions in decreasing the stays of out-of-home placements, demonstrated that commitment periods of eighteen months or longer appear to be beyond what is required to adequately meet the out-of-home needs of committed youth. This argument founders on the fact that the relevant statutory scheme allows the department and the court to terminate a commitment at any time, an approach that squarely meets the concern expressed by the respondents.[14]

In sum, the court finds the issues in favor of the department. Section 46b-141 (a) (1) (A) requires a judge to commit the delinquent child to an indeterminate commitment of eighteen months subject to any subsequent modification as provided by statute. We find in favor of the department in all five cases because each of the commitments was for an indeterminate period of time less than eighteen months.

Accordingly, we conclude that the trial courts in the present cases improperly sentenced the respondents to commitment for an indeterminate time up to a maximum period of less than eighteen months.

The judgments of the trial court are reversed and the cases are remanded with direction to vacate both the commitments and the pleas of the respondents upon presentment and for further proceedings according to law.[15]

In this opinion the other justices concurred.

* In accordance with the spirit and intent of General Statutes § 46b-142 (b) and Practice Book § 79a-12, the names of the parties involved in this appeal are not disclosed. The records and papers of this case shall be open for inspection only to persons having a proper interest therein and upon order of the Appellate Court.

** December 19, 2012, the date that the order was issued in this case, is the operative date for all substantive and procedural purposes.

[1] The department of children and families appealed from the judgments of the trial court to the Appellate Court, which consolidated these appeals. Thereafter, we granted the department of children and families' motion to transfer the consolidated appeal to this court pursuant to General Statutes § 51-199 (c) and Practice Book § 65-2.

[2] General Statutes (Sup. 2012) § 46b-141 provides in relevant part: "(a) (1) Except as otherwise limited by subsection (i) of section 46b-140 and subdivision (2) of this subsection, commitment of children convicted as delinquent by the Superior Court to the Department of Children and Families shall be for (A) an indeterminate time up to a maximum of eighteen months . . . ." Hereinafter, all references to § 46b-141 are to the version appearing in the 2012 supplement to the General Statutes.

[3] This issue is presented identically in all five cases.

[4] The five separate judgments of the trial court were rendered by two different judges and one judge trial referee.

[5] For the sake of clarity, we refer to all five juveniles collectively as the respondents throughout this opinion.

[6] In light of this conclusion, it is not necessary to reach the additional issues raised in *In re Jonathan S.*

[7] The trial court issued a single memorandum of decision for *In re Jusstice W.* and *In re Hakeem A.* The department has referred to this memorandum of decision as the "leading" trial court decision for the purpose of these appeals. The reasoning contained within that decision was later adopted expressly by the trial court in both *In re William M.* and *In re Jahquise K.* Moreover, although this same reasoning was not adopted explicitly by the trial court in *In re Jonathan S.*, the trial court in that case did deny the

department's motion for reconsideration after being presented with that memorandum of decision as a source of persuasive authority.

[8] General Statutes § 1-2z provides: "The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered."

[9] The respondents contend that the legislature chose to utilize both the term "indeterminate" and the phrase "up to a maximum of eighteen months" in setting the parameters of the commitment order. Therefore, they argue that a commitment order is valid if it is indeterminate and does not exceed eighteen months. They further claim that the department's construction of the statute ignores the phrase "up to a maximum." The respondents further assert that interpreting § 46b-141 (a) (1) (A) so as to prohibit a trial court from entering a commitment for an indeterminate period of less than eighteen months renders the term "indeterminate" superfluous because it requires the trial court to enter an order of commitment for a period of time up to a maximum of eighteen months. We recognize that "[i]nterpreting a statute to render some of its language superfluous violates cardinal principles of statutory interpretation." *American Promotional Events, Inc.* v. *Blumenthal*, 285 Conn. 192, 203, 937 A.2d 1184 (2008). "[I]n construing statutes, we presume that there is a purpose behind every sentence, clause or phrase used in an act and that no part of a statute is superfluous." (Internal quotation marks omitted.) *Small* v. *Going Forward, Inc.*, 281 Conn. 417, 424, 915 A.2d 298 (2007). In the present case, however, interpreting General Statutes (Sup. 2012) § 46b-141 (a) (1) (A) to require a trial court to enter an order of commitment for an indeterminate time which cannot exceed eighteen months gives effect to both the terms "indeterminate" and "up to a maximum . . . ." Accordingly, we reject the respondents claim.

[10] We also note that General Statutes (Sup. 2012) § 46b-140 (j) provides: "Except as otherwise provided in this section, the court may order a child be (1) committed to the [department] and be placed directly in a residential facility within this state and under contract with [the] department, or (2) committed to the Commissioner of Children and Families for placement by the commissioner, in said commissioner's discretion, (A) with respect to the juvenile offenders determined by the [department] to be the highest risk, in the [training school], if the juvenile offender is a male, or in another state facility, presumptively for a minimum period of twelve months, or (B) in a private residential or day treatment facility within or outside this state, or (C) on parole. No such commitment may be ordered or continued for any child who has attained the age of twenty. The commissioner shall use a risk and needs assessment classification system to ensure that male children who are in the highest risk level will be placed in the [training school]."

[11] General Statutes (Sup. 2012) § 46b-140 (i) provides: "If the delinquent act for which the child is committed to the [department] is a serious juvenile offense, the court may set a minimum period of twelve months during which the child shall be placed in a residential facility operated by or under contract with said department, as determined by the Commissioner of Children and Families. No such commitment may be ordered or continued for any child who has attained the age of twenty. The setting of such minimum period shall be in the form of an order of the court included in the mittimus. For good cause shown in the form of an affidavit annexed thereto, the [department], the parent or guardian of the child or the child may petition the court for modification of any such order." We observe that although this subsection allows the court to set a minimum period for residential placement, it does not allow the court to set a minimum period for the length of the commitment. Again, this subsection demonstrates that if the legislature had intended that the court have discretion in setting a minimum period of time for a commitment, it knew how to insert those words in the statute. We also note the use of the term "may" in the statute suggests that the court has discretion in the length of placement regarding a serious juvenile offender. The absence of the term "may" in the statute under review in this decision further strengthens our interpretation of the same. General Statutes (Sup. 2012) § 46b-141 (a) (2) provides: "Commitment of children convicted as delinquent by the Superior Court to the [department] shall terminate when the child attains the age of twenty."

[12] We interpret § 46b-141 (a) (1) (B) to the extent required to respond to the respondents' claims and to provide a thorough analysis of § 46b-141 (a) (1) (A).

[13] General Statutes (Sup. 2012) § 46b-141 (b) provides in relevant part:

"The Commissioner of Children and Families may file a motion for an extension of the commitment as provided in subparagraph (A) of subdivision (1) of subsection (a) of this section beyond the eighteen-month period on the grounds that such extension is for the best interest of the child or the community. The court shall give notice to the parent or guardian and to the child at least fourteen days prior to the hearing upon such motion. The court may, after hearing and upon finding that such extension is in the best interest of the child or the community, continue the commitment for an additional period of not more than eighteen months, except that such additional period shall not continue beyond the date the child attains the age of twenty. . . ."

[14] We can find no authority in § 46b-141 (b) that would allow for the extension of a commitment that had been issued for less than eighteen months. Furthermore, we can find no authority in the statute that allows a judge to order, at any time, that there be no further motions for modification. Such an order would seem to frustrate the purpose of § 46b-141 (b).

[15] On December 19, 2012, we issued the following order: "The court finds the issues in favor of the [department]. Section 46b-141 (a) (1) (A) requires a judge to commit the delinquent child to an indeterminate commitment of eighteen months subject to any subsequent modification as provided by statute. We find in favor of the department in all five cases because each of the commitments was for an indeterminate period of time less than eighteen months. A full opinion will follow.

"The judgments of the trial court are reversed and the cases are remanded for further proceedings. This court's order reversing the judgments is hereby stayed until the department presents each respondent at a hearing to be held in the respective trial court not later than January 4, 2013. Accordingly, the respondents shall remain in the custody of the department until the hearings. At the future hearings, this court's stay shall be lifted upon presentment and the trial court is ordered to vacate the prior pleas and commitments. The trial court shall then exercise whatever options are available to it pursuant to the General Statutes.

"All prior motions are deemed moot as the result of this order and our subsequent full decision."

This opinion represents the full decision referenced in the order. Nothing contained herein shall be interpreted as contrary to the terms or instructions contained in that order.