

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

;

HAROLD N. KNICKLE and :

;

ELLIOTT N. LeFAIVER :

:

:

vs. :

:

:

WARWICK SCHOOL :

COMMITTEE :

:

D E C I S I O N

August 17, 1989

Travel of the Case

This matter was appealed to Commissioner J. Troy Earhart on July 27, 1989, with a request that the case receive expedited hearing and decision. It was heard by this Hearing Officer under authorization of the Commissioner on August 4 and the transcript was received on August 8, 1989.

Jurisdiction to hear the appeal lies under R.I.G.L. 16-39-1 and 16-39-2.

Issues

1. Does the Warwick School Committee or the Superintendent of Schools have final authority regarding the transfer of principals?
2. If the Warwick School Committee has final authority on the issue of transfer of principals, did it exercise this authority properly under its bylaws when it voted on July 25, 1989 to rescind a previous vote approving the transfer of three principals?

Findings of Relevant Facts

- On June 19, 1989, the Warwick School Committee voted, four-to-one, to accept the Superintendent's recommendation that three principals receive reassignments for the 1989-90 school year.
- Subsequent to this action by the School Committee, the Superintendent notified the affected principals of their reassignment and

they entered into certain activities to facilitate this transition.
(TR. pp.20-21).

- On July 25, 1989, at a special meeting of the School Committee, convened to discuss "Principal Transfers and Policies," the Committee voted:

- a) to suspend Roberts Rules of Order,
- b) to reconsider the motion to accept the Superintendent's recommendation to transfer the principals of the three schools, and
- c) to reject the Superintendent's recommendation regarding the transfers.

- On June 10, 1986, the Warwick School Committee entered into an employment contract with Dr. Elliott N. LeFaiver for his performance of the duties of Superintendent of the Warwick School System. Included in this contract is provision No. 6:

Within the limits of School Committee policy, whether now existing or hereafter promulgated, the Superintendent will have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, which in his judgment best serves the Warwick Public Schools . . . that the responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent and his staff in accordance with School Committee Policy. . .

- There is no School Committee policy which discusses transfers or reassignment of principals or administrative or supervisory staff; the School Committee policy on involuntary reassignment of teach-

ers (EX, J-Policy 4115-4116 et seq.) does not require School Committee approval of such transfers.

- There is no consistent practice with regard to School Committee approval of principal transfers since Dr. LeFaiver has served as Superintendent of Warwick. (TR. pp.32-36).

Decision

Dr. Harold N. Knickle, a member of the Warwick School Committee, joined by Dr. Elliott N. LeFaiver, Superintendent of Schools in Warwick, has challenged the School Committee's authority to disapprove the reassignment of certain principals which occurred in June of this year. Dr. LeFaiver argues that his contract, paragraph 6 in particular, gives him complete authority on decisions involving reassignment of principals. While he did present his recent decision in this regard in the form of a June 19, 1989 "recommendation" to the School Committee and the Committee voted on that date to "approve" the reassignments, Dr. LeFaiver testified he presented the matter to the Committee as a matter of courtesy only. (TR. p.33, 47-48).

The School Committee's position is that it is given ultimate authority and accountability on all matters involving school administration. When it negotiated the contract with Dr. LeFaiver, it did not intend to divest itself of any authority it maintains under state law. (TR. pp.45-46).

1] Added as an appellant by agreement of the parties, (Tr.p.39). The issue of Dr. Knickle's standing was raised by the Hearing Officer, in light of the Board of Regents' decision in McDonough v. Cranston School Committee, January 12, 1989, which decision questioned the propriety of an appeal from a school committee decision by a member of that school committee.

In addition, the Chairman of the School Committee, Robert H. Quinlan, testified that he felt that the contract language regarding the Superintendent's "complete freedom" was limited by a de facto "policy" of the Committee, arising out of its consistent approval of personnel transfers during Dr. LeFaiver's tenure in Warwick. (TR.p.46).

Since Dr. LeFaiver's contract restricts the exercise of his "complete freedom" on reorganization of administrative and supervisory staff by "School Committee Policy, whether now existing or hereafter promulgated" (see Paragraph 6 of the contract), Mr. Quinlan argues that the School Committee has effectively limited the Superintendent's authority.

We find that the Warwick School Committee, in entering into its contract with Dr. LeFaiver and agreeing that he would have complete freedom to organize, reorganize and arrange the administrative and supervisory staff² has completely delegated this function to the Superintendent.³ Even if the language regarding "within the limits of School Committee policy" was intended to qualify this delegation of authority rather than merely to provide for possible policy guidelines on the Superintendent's exercise of judgment in these matters, the record is devoid of any evidence of such policy. The parties agree there is no written or "promulgated" policy, and the conflicting testimony on what has transpired in terms of School Committee approval of principal transfers during

2] As well as by the additional language of the contract regarding the responsibility for transfer of personnel being "vested" in the superintendent; however, we might note that this provision's vesting of the right to "select" personnel is qualified by the explicit statutory provisions requiring the committee's consent.

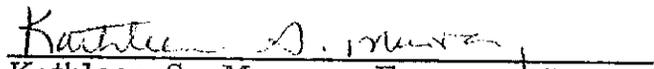
3] We need not, under the facts of this case, decide today whether absent such delegated authority, superintendents exercise direct statutory authority to transfer personnel in the school systems under our state law.

Dr. LeFaiver's term of office does not establish a de facto policy.

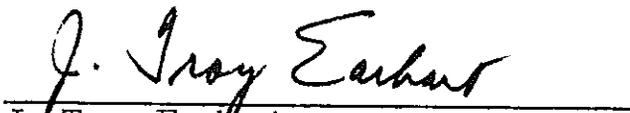
The School Committee's delegation of this authority, since it is not in conflict with any explicit provision of state law, is not an improper delegation of legislative authority. Indeed, the School Committee has not made any such argument. Such delegation is, moreover, consistent with the following statutory provisions which address the subject of delegation authority by school committees; §16-2-9(a) 23; §16-2-9.1 (2); §16-2-9.1 (3); and §16-2-9.1 (12).

Since we have found that the Superintendent of Schools in Warwick is vested with sufficient authority, delegated by contract with the School Committee, to transfer principals, it is not necessary to address the issue of the propriety of the action taken by the Committee on July 25, 1989, disapproving such transfers. The appeal of the petitioners is sustained and the transfers of the three principals in question should be carried out forthwith.

4] Even if the School Committee had proved 1) the contract language with regard to "within limits of school committee policy" was intended to restrict the authority delegated to the superintendent rather than to provide policy guidelines for his exercise of judgment and, b) the existence of a de facto policy, the contract strongly implies the need for such policy to be in writing. We might note that state law also requires that school committees publish all policies in a policy manual. (§16-2-9(a) (19).


Kathleen S. Murray, Esq.
Hearing Officer

Approved:


J. Troy Earhart
Commissioner of Education

August 17, 1989