

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

LAUREN BIRRELL-GRAHAM et al.	:
	:
vs.	:
	:
BARRINGTON SCHOOL COMMITTEE	:
	:

DECISION

August 3, 1992

Held: Nontenured teachers failed to show that School Committee's decision not to renew their contracts was in error.

Introduction

This matter concerns an appeal to the Commissioner of Education by Lauren Birrell-Graham, Collen Freund, and Jane Iodice from the decision of the Barrington School Committee not to renew their teaching contracts at the end of the 1990-1991 school year. (September 13, 1991 letter of appeal).¹

For the reasons set forth below, we deny the appeal.

Background

Appellants are nontenured teachers whose annual contracts with the Barrington School Committee were not renewed for the 1991-1992 school year.

The School Committee did not renew Appellants' contracts because of "fiscal exigencies." (Transcript, p. 9; Appellants' Exhibit 1).

Appellants received notices of nonrenewal from the School Committee in February 1991 because of an anticipated budgetary shortfall. In further anticipation of this occurrence, the Superintendent convened an advisory body known as the "Strategic Planning Committee." The Committee was comprised of the Superintendent, teachers, administrators, town residents, parents, town council members and others. It advised the School Department with regard to "planning of the future of the school district." (Testimony of Dr. Philip A. Streifer, Superintendent of Schools, Tr. 14).

The Superintendent testified that, prior to the town financial meeting, he asked the Planning Committee to anticipate

¹ The Commissioner designated the undersigned hearing officer to hear this appeal. It was heard on December 5, 1991.

cuts in the School Committee budget and prioritize corresponding reductions in School Committee expenditures. The Superintendent testified that he made this request

[b]ecause we anticipated that we were going to have a shortfall, given all that was occurring the time, and I wanted to have the benefit of their thinking in terms of their recommendations, along with all of the other groups I was asking for recommendations, to guide me in whatever final recommendations I might make to the School Committee. (Tr. 15).

Pursuant to the Superintendent's request, the Planning Committee produced a document setting forth a list of budget cuts, with the amount of the particular budget item reduction and the running total of the cuts set off in adjacent columns.

The Superintendent testified that he never agreed to the Planning Committee's order of recommended budget cuts and it was never adopted by the School Committee. The Superintendent also testified that he never indicated to the Planning Committee that he disagreed with their recommendations.

In June 1991 the financial town meeting reduced the School Committee's budget by approximately \$400,000. Although the Planning Committee had agreed not to distribute the budget-cut priority list, an unknown number of copies of the document was in the possession of town residents at the time of the town meeting.

Following the budget reduction at the town meeting, the Superintendent reviewed school staffing and determined that the school district could no longer afford to employ health education teachers in grades kindergarten through 8 or to continue its

elementary enrichment art program. Pursuant to the Superintendent's recommendation, the School Committee reaffirmed its decision not to renew Appellants' contracts "based upon a reduction and/or elimination of programs necessitated by a shortfall of funding." (Appellants' Exhibit 1).

Positions of the Parties

Stressing the educational value of the programs they taught, Appellants contend that their positions would not have been eliminated had the School Committee followed the budget-reduction recommendations of the Strategic Planning Committee. Appellants argue that the voters at the financial town meeting relied on the Planning Committee's list of cuts in reducing the budget, and that the list did not contemplate the elimination of the elementary health teachers or the elementary enrichment art program in the event of a \$400,000 budget reduction. Appellants also assert that the School Committee abdicated its responsibilities and acted contrary to the intent of the Teacher Tenure Act by issuing numerous teacher layoff notices in March 1 to accommodate whatever amount the voters chose to cut from the School Committee's budget. According to Appellants, a school committee must determine by March 1 which teaching positions are educationally necessary and then obtain funding for those positions pursuant to Exeter-West Greenwich Regional School District v. Exeter-West Greenwich Teachers' Association, 489 A.2d 1010 (R.I. 1985).

The School Committee argues that the Strategic Planning Committee had no representative status or binding authority.

It contends that the Planning Committee agreed not to release its recommendations to the public and, as a result, no "blueprint" for subsequently-approved budget cuts ever existed. With regard to its March 1 nonrenewal notices, the School Committee asserts that it complied with the Teacher Tenure Act to the extent administrative reality permitted it to do so. Finally, the School Committee contends that the reason given for Appellants' nonrenewals was neither inaccurate nor irrational, and that the nonrenewals therefore must be upheld.

Discussion

Under R.I.G.L. 16-13-2 a school committee is not required to show good and just cause to justify its decision not to renew the contract of a nontenured teacher. Instead, it is required to inform the nontenured teacher of the reasons or causes of its decision and provide the teacher with an opportunity to show the committee that it is mistaken in its decision. As the Rhode Island Supreme Court stated in Jacob v. Board of Regents, 117 RI at 171 (1976), "[t]he burden of persuasion remains on the teacher to convince the committee that it was mistaken when the committee reached the conclusion that it did." On review, the Commissioner conducts a de novo hearing and makes an independent decision as to whether the school committee erred in deciding not to renew the nontenured teacher's contract. The nontenured teacher carries the burden of proof in the proceeding before the Commissioner.

We find that the School Committee provided Appellants with

the procedural rights afforded them under R.I.G.L. 16-13-2 and 16-13-4. We further find that Appellants have failed to show that the decision not to renew their contracts was erroneous.

The record evidence shows that, following an anticipated budgetary shortfall, the School Committee's budget was reduced by approximately \$400,000 at the financial town meeting. In his efforts to reduce expenditures, the Superintendent determined, and the School Committee agreed, that the school district could no longer afford its K-8 health education teachers and its elementary enrichment art program. As a result of this determination, Appellants' contracts were not renewed. Appellants have not shown this decision to be in error.

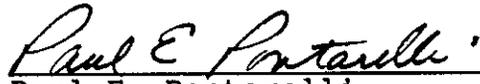
Appellants contend that the town financial meeting did not merely reduce the school budget by \$400,000, it reduced the budget by that amount based on the understanding that the School Committee would respond to the reduction in accordance with the recommendations of the Strategic Planning Committee. The record does not support this contention. To the contrary, the evidence shows that the Planning Committee was advisory in nature, and its recommendations were not binding on the Superintendent or the School Committee. Furthermore, the record does not establish that the voters at the financial town meeting approved the budget reduction subject to it being implemented pursuant to the Planning Committee's recommendations. The evidence shows that the School Committee retained and exercised its authority to adopt a school budget consistent with appropriations and revenues. Finally, we do not find any statutory impropriety with regard to the notices

of nonrenewal issued to Appellants.

Conclusion

Appellants have failed to show that the School Committee's decision not to renew their teaching contracts was in error.

The appeal is denied and dismissed.



Paul E. Pontarelli
Hearing Officer



Peter McWalters
Commissioner of Education

August 3, 1992