STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

SUSAN STUBITS ET AL. vs. EAST GREENWICH SCHOOL COMMITTEE	DECISION

DATE: January 27, 1993

Held: R.I.G.L. 16-13-5 requires school committees to continue to provide suspended teachers with the same medical and insurance benefits, on the same terms, that are provided to regularly-employed teachers.

Introduction

This matter concerns an appeal to the Commissioner of Education by Susan Stubits, Gloria Monte, Ann Brogan, Lorraine Boren, and Linda Short from the refusal of the East Greenwich School Committee "to continue their medical and insurance benefits in full force and effect" during the period of their suspension from their teaching positions. (October 17, 1991 letter of appeal).[1]

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

Background

The evidence shows that on February 14, 1991 the School Committee voted to suspend Appellants' teaching contracts for the 1991-1992 school year. The School Committee affirmed its decision following a hearing on October 24, 1991. (School Committee Exhibit 26).[2]

With regard to Appellants' medical and insurance benefits, the School Committee permitted the suspended teachers to remain in the school department's health insurance program on the condition that Appellants pay the cost of the insurance premiums.

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1 This appeal was assigned to the undersigned hearing officer by the Commissioner of Education. It was consolidated with prior appeals by Appellants and other teachers alleging that their suspension from their teaching positions for the 1991-1992 school year was unlawful. Hearings were conducted on December 13, 1991 and January 24, 1992. At the request of the parties, a separate decision is being rendered with regard to the insurance-benefits appeal. The record has not yet closed with regard to the appeal concerning the validity of the teacher suspensions.

2 The record indicates that Ann Brogan returned to her teaching position prior to October 24, 1991, and therefore was not involved in the hearing conducted on that date.

Positions of the Parties

Appellants contend that R.I.G.L. 16-13-5 clearly requires school committees to continue the health and insurance benefits of teachers during periods of suspension. They argue that R.I.G.L. 16-13-5 lacks any requirement that teachers elect to keep the benefits in effect or pay for the benefits. Appellants claim that had the legislature intended to grant suspended teachers the right to elect to keep their medical and insurance benefits at their own expense, it would have included language in R.I.G.L. 16-13-5 similar to that in the federal "COBRA" law.[2] Appellants point to the absence of such language in R.I.G.L. 16-13-5 and assert that the statute requires that they be provided with medical and insurance benefits for the duration of their suspensions to the same extent that such benefits were provided prior to their suspensions.

The School Committee interprets R.I.G.L. 16-13-5 as requiring school committees to keep group medical and insurance programs in full force and effect so as to permit continued participation by suspended teachers at their own expense. The School Committee argues that if the legislature had intended to require school committees to pay for a suspended teacher's medical and insurance benefits, it would have plainly stated such, as it did in the Law

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2 The Consolidated Omnibus Budget Reconciliation Act of 1985, commonly referred to by its acronym COBRA, provides that when employees covered by the Act are terminated or have their hours of work reduced, they must be given the option to elect to continue coverage under the employer's health care plan for a period of at least 18 months. The Act further provides that the employer's plan may require payment of a premium for any period of continued coverage. (see 26 U.S.C. 490B).

Enforcement Officers' Bill of Rights. That statute states that suspended officers "shall receive" and have "entitlement" to medical benefits and insurance.[3] The School Committee argues that, given the language used by the legislature in R.I.G.L. 16-13-5, it does not make sense to interpret the statute as requiring school committees to pay the cost of medical and insurance benefits during the time period that salary is not required to be paid. The School Committee also cites the federal COBRA statute, but argues that R.I.G.L. 16-13-5 should be viewed as a similar statute without the 18-month limitation for suspended teachers.

Discussion

R.I.G.L. 16-13-5 states in pertinent part as follows:

> Whenever a teacher is suspended by a school committee, the school committee shall furnish the teacher with a complete statement of the cause(s) of the suspension and, upon request, shall afford the teacher a hearing and appeal pursuant to the procedure set forth in Sec. 16-13-4. If the teacher shall be vindicated as a result of the hearing or any appeal therefrom the teacher shall be paid in full for the period of suspension, and provided further, that during the period of suspension, all medical and insurance benefits shall remain in full force and effect.

We find the statutory language concerning medical and insurance benefits to be clear. The statute declares that these benefits "shall remain in full force and effect." (emphasis added). Pursuant to this language, the statute requires that medical and insurance benefits be continued in effect for suspended teachers in the same manner as the benefits were previously provided. Prior to being suspended, the teachers received medical and insurance benefits by virtue of their status as regularly-employed

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3 R.I.G.L. 42-28.6-4 and 42-28.6-13(d).

teachers. Consequently, suspended teachers remain entitled to receive the medical and insurance benefits coverage that is provided to the regularly-employed teachers in the school district.

We therefore hold that under R.I.G.L. 16-13-5 school committees must continue to provide suspended teachers, for the period of their suspension, with the same medical and insurance benefits, on the same terms, that are provided to regularly-employed teachers.[4] Because the School Committee did not do so in this matter, we sustain the appeal.[5]

Conclusion

The appeal is sustained based on the School Committee's failure to provide Appellants with medical and insurance benefits as required by R.I.G.L. 16-13-5. We hereby direct the School Committee to provide Appellants during the period of their suspension with the same medical and insurance benefits, on

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4 Our holding herein is further supported by reference to R.I.G.L. 27-19-5.1, which prohibits employers from cancelling health insurance for employees who are disabled and receiving workers' compensation benefits "without first allowing the employee the opportunity to continue the contract of insurance, with the employee paying an amount not to exceed the total contribution required of the employer and employee . . ." Had the legislature intended to require school committees to continue to offer medical and other insurance to suspended teachers at the teachers' option and expense, it would have used language similar to that of R.I.G.L. 27-19-5.1.

5 Although we agree with Appellants' argument that R.I.G.L. 16-13-5 keeps suspended teachers "in the same position they were prior to being suspended," (Appellants' brief, p. 4), we find that the statute accomplishes this objective by requiring that suspended teachers receive the same medical and insurance benefits that are provided to regularly-employed teachers, not by requiring that suspended teachers receive the same benefits they received prior to the their suspension.

the same terms, that are provided to regularly-employed teachers. We further direct the School Committee to reimburse Appellants for any insurance premium payments made in excess of those that may have been required of regularly-employed teachers.

Paul E. Pontarelli
Hearing Officer

Approved:

Peter McWalters
Commissioner of Education

DATE: January 27, 1993