

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

APPEAL OF NARRAGANSETT
TEACHER NON-RENEWAL

DECISION

Held: Non-tenured teachers' contracts
are held to continue because they
did not receive notice prior to
March 1.

DATE: AUGUST 24, 1993

The petitioners in this case Ms. Ryan, Ms. Bliss, Mr. Lapham, Ms. Paskoski, and Mr. David, were non-tenured part time teachers in the Narragansett School System. They contend that the school district failed, contrary to statutory requirements (G.L. 16-13-2), to give them notice by March 1 of the school committees decision not to renew their contracts.

What happened in this case is that the school committee decided on February 12, 1992 not to renew the contracts of these teachers. The Superintendent of Schools prepared written notices of non-renewal but a school administrator forgot to deliver them until after March 1, 1992.

Rhode Island law requires that teachers receive written notice by March 1, if their contracts are not going to be renewed for the next year. The law states:

16-13-2. Annual contract basis -- Automatic continuation.

Teaching service shall be on the basis of an annual contract, except as hereinafter provide, and the contract shall be deemed to be continuous unless the governing body of the schools shall notify the teacher in writing on or before March 1 that the contract for the ensuing year will not be renewed; provided, however, that a teacher, upon request, shall be furnished a statement of cause for dismissal or nonrenewal of his or her contract by the school committee; provided further, that whenever any contract is not renewed or the teacher is dismissed, the teacher shall be entitled to a hearing and appeal pursuant to the procedure set forth in § 16-13-4. (Emphasis added)

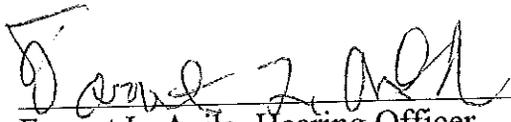
The record in this case establishes that the petitioning teachers did not receive written notice until after March 1, 1992 of the School Committee's decision of February 12, 1992 not to renew their contracts. The petitioners were not called to testify as to whether they had actual notice, prior to March 1, of the school committees decision not to renew their contract. None of the

administrators called to testify could demonstrate that these teachers had actual notice of the school committees decision. There was some evidence on the record showing that the non-renewals were discussed with a union official but the record is not completely clear as to when this happened and whether the union official communicated with the petitioners.

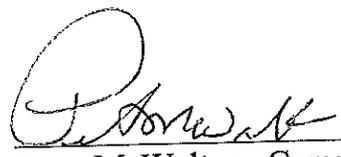
The school district wishes to argue that the petitioners had actual notice prior to March 1 of the school committee decision not to renew their contracts and that therefore the school committee should not be held to the literal terms of the statutory requirement to provide written notice by March 1. There are two problems with this argument. First of all, the record before us does not establish that the petitioners has actual notice prior to March 1. Even if such actual notice was present we tend to doubt whether it could defeat the statutory requirement to provide written notice. (G.L. 16-13-2). The case of Cicccone v. Cranston School Committee, 513 A.2d 32 provides no guidance on this point. In Cicccone the Commissioner found that actual notice gained from attendance at a school committee meeting could meet the notice requirement. However, the Board of Regents on appeal seemed to disagree with this holding and chose to rest its decision on other grounds. In any event we are unable, on the record before us in the present case, to find actual notice.

Conclusion

In sum we must find that the petitioner did not receive notice before March 1, and that therefore their contracts continued into the following school year. (G.L. 16-13-2). The parties are directed to confer on a remedy. If agreement cannot be reached we will hold a hearing on the issue of remedy.


Forrest L. Avila, Hearing Officer

Approved:


Peter McWalters, Commissioner

August 24, 1993
DATE