

STATE OF RHODE ISLAND  
AND  
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

SUZANNE DOIRON

V.

WOONSOCKET SCHOOL  
COMMITTEE

DECISION

Held: Non-tenured teacher found not to  
be entitled to a renewal of her  
contract.

Date: January 26, 1994

The petitioner in this case was non-tenured full time itinerant music teacher in the Woonsocket public schools. On February 12, 1993 the Superintendent of Schools informed the petitioner that she would recommend that her teaching contract for the 1993-1994 school year not be renewed on the grounds of unsatisfactory performance. On February 24, 1993 the Woonsocket School Committee voted not to renew the petitioner's contract on the grounds of unsatisfactory performance. The petitioner has appealed this decision to the Commissioner.

#### Conclusions of Law

In Jacob v. Board of Regents, 365 A2d 430 (R.I. 1972) our Supreme Court set forth the rights of non-tenured teachers when their contracts are not renewed.

The court based these rights on G.L. 16-13-2 which reads as follows:

**16-13-2. Annual contract basis -- Automatic continuation.** - Teaching service shall be on the basis of an annual contract, except as hereinafter provided, 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.

In construing this provision the Supreme Court stated in Jacob v. Board of Regents, supra, that:

(W)e believe that § 16-13-2 gives the probationary teacher a chance to question the decision regarding his contract of employment while at the same time maintaining the distinction between the tenured and the nontenured teacher.

The Legislature, in affording nontenured teachers an opportunity to learn the reasons why the committee did not rehire them, did by legislative fiat what has been done by judicial fiat, most notably in Drown v. Portsmouth School Dist., 435 F.2d 1182 (1st Cir. 1970), and Donaldson v. Board of Educ., 65 N.J. 236, 320 A.2d 857 (1974). Both courts, in ruling that a nontenured teacher was entitled to know why he or she was not reengaged, observed that a statement of deficiencies can enable the teacher to embark on a program of self-improvement, correct any false information or rumors, explain away incorrect impressions, and possibly uncover any constitutionally impermissible reasons for nonretention. We would also add that the statement of reasons and hearing provisos promulgated by our Legislature can act as a brake on any committee's desire to indulge in an arbitrary abuse of the exercise of its discretionary power. It should be emphasized that the § 16-13-2 hearing sought by the teacher casts no burden of proof on the committee. The burden of persuasion remains on the teacher to convince the committee that it was mistaken when the committee reached the conclusion that it did.

While the hearing contemplated by § 16-13-2 is not quasijudicial in nature, the committee does have a duty to listen to a dissatisfied teacher in an objective manner and fairly consider its original decision. The fact that the General Assembly has mandated a hearing before the full committee carries with it the implicit reasonable hope that those who are heard might be heeded. Golden Gate Corp. v. Town of Narragansett, 116 R.I. 552, 359 A.2d 321 (1976).

In Laurie v. North Kingstown School Committee, Commissioner of Education, March 9, 1992 we dealt with a case where the contract of a nontenured teacher was not renewed. We stated:

Our first view of this matter was that we should limit our review to determining whether the School Committee abused its discretion in deciding not to renew the petitioner's contract. Still, in Jacob v. Board of Regents, supra, our Supreme Court stressed that the

Commissioner, on review, was to make a "de novo" decision. We think that this means that the Commissioner must make an independent decision as to whether the School Committee made a mistake in not renewing the petitioner's contract. In making this decision the Commissioner must be mindful of the fact that the entire burden of proof is on the non-tenured teacher.

We also believe that in making a decision as to whether or not a teacher is to receive tenure it is appropriate to use a standard which focuses on quality teaching rather than on teaching which is marginally acceptable.

#### Findings of Fact

The petitioner is in her third year of teaching in Woonsocket. If she prevails in this matter she will therefore receive tenure. Barber v. Exeter-West Greenwich School Committee, 418 A.2d 13 (R.I. 1980).

Mr. Raymond Rabidoux is the principal of the Kevin K. Coleman School in Woonsocket. He has 25 years experience as a school principal. It was part of his duties to evaluate the performance of the petitioner. In an evaluation made on February 10, 1993 he perceived a lack of planning and preparation as well as problems with classroom management and presentation to the students. Mr. Rabidoux had also made several informal visits to the classroom. These visits contributed to his opinion of the petitioner's teaching. Despite the fact that Mr. Robidoux's overall evaluation of petitioner placed her in the "satisfactory" category the evaluation, in fact, indicated that the petitioner was performing at an unsatisfactory level in many areas. Mr. Robidoux "... felt there was much room for improvement".

Mrs. Carol Fortin, who is the principal of the Fifth Avenue and Second Avenue School in Woonsocket, testified that she was the petitioners supervisory principal for 2 years. She had the opportunity to evaluate the petitioner on a

number of occasions. She found deficiencies on the part of the petitioner in classroom control of students and curriculum planning. She also felt that the petitioner has not followed her recommendations for improvement.

The petitioner argues that evaluations were partially based upon unannounced informal "walk in visits" to her classroom. We find nothing in the Collective Bargaining Agreement which would prohibit such informal evaluations. We view Section 14 of the contract as nothing more than a prohibition against the use of electronic "cavesdropping" devices. Petitioner also stresses that her evaluators found positive aspects in her teaching performance. Still, this does not change the fact that her evaluations were mixed at best.

In sum the record before us does not persuade us that a mistake was made when the Woonsocket School Committee decided not to renew the petitioner's contract.

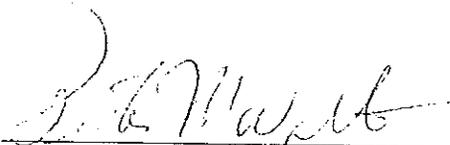
Conclusion

Petitioner appeal is denied and dismissed.



Forrest L. Avila  
Hearing Officer

Approved:



Peter McWalters  
Commissioner of Education

January 26, 1994  
Date