

STATE OF RHODE ISLAND  
AND  
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

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NORTH PROVIDENCE SCHOOL COMMITTEE	:
	:
VS.	:
	:
NORTH PROVIDENCE FEDERATION OF TEACHERS	:
	:

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DECISION

Held: School Committee's request  
is barred by doctrine of  
res judicata.

Date: July 11, 1994

## Introduction

The North Providence School Committee has requested the Commissioner to resolve a dispute between the School Committee and the North Providence Federation of Teachers concerning the proper forum for the resolution of issues arising from the Committee's nonrenewal of two nontenured teachers.

For the reasons set forth below, we must deny the School Committee's request.

## Background

The School Committee's July 16, 1993 letter to the Commissioner states that

A matter of dispute exists between the North Providence Federation of Teachers and the North Providence School Committee with regard to a "law relating to schools or education," namely 16-13-2. [Hearing Officer's Exhibit 1].

The School Committee requested, pursuant to R.I.G.L. 16-39-1,<sup>1</sup> that the Commissioner conduct a hearing and resolve the dispute.

The record in this matter shows that on February 24, 1993, the School Committee voted not to renew the contracts of nontenured teachers Joanne Robertus and Bruce Glazer. The teachers were notified of this action by letter dated February 26, 1993.

Shortly thereafter, grievances regarding the School Committee's action were filed pursuant to the parties' collective-bargaining agreement. The grievances eventually were submitted for arbitration by the Federation of Teachers. The demand for arbitration listed the nature of the dispute as "nonrenewal," and sought a remedy

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1 This case was assigned to the undersigned hearing officer and heard on September 22, 1993 and April 22, 1994. The record closed on April 28, 1994.

which included "reinstatement, to be made whole, [and] cleansing of personnel file . . ." [Joint Exhibit 3].

The School Committee subsequently filed a petition for declaratory judgment and motion for stay of the arbitrations in Providence Superior Court. Count I of the petition, entitled Request For Declaratory Relief, contained the following allegations:

13. The Defendants have requested arbitration of certain issues including the issue of non-renewal of untenured teachers' employment contracts and contend that said issues are controlled and determined by the above mentioned collective bargaining agreement.

14. Plaintiff contends that said issues are exclusively controlled, construed, and determined by state statute and are not governed by the collective bargaining agreement or the arbitration process.

15. The Plaintiff further contends that there is no contractual or jurisdictional authority for an arbitrator to decide the issues in controversy between the parties.

16. There is uncertainty and insecurity with respect to the respective rights, status, and other legal relations of the parties under the aforementioned collective bargaining agreement and under the pertinent state statutes.

WHEREFORE, the Plaintiff requests that the Honorable Court construe and determine the rights of the respective parties pursuant to Rhode Island General Laws 9-30-2, et seq., and render a declaratory judgment or decree addressing whether or not the Defendants have the right to adjudicate the above mentioned controversy before the American Arbitration Association, or whether the instant controversy should be determined in accordance with Rhode Island General Laws 16-13-4; plus afford such other and further relief as the Court deems appropriate. [Joint Exhibit 3].

Count II, entitled Request For Stay, stated that

Plaintiff requests that the Court stay the arbitration proceedings temporarily, pending its decision on Count I of the instant Petition, and

thereafter to permanently stay the aforementioned arbitration proceedings, and to afford such other and further relief as the Court deems appropriate. [Joint Exhibit 3].

In its memorandum in support of the motion for a stay, the School Committee argued that

the arbitration matters referred to herein should be stayed because the issue of non-renewal is not a matter subject to the collective bargaining agreement, but rather is determined by Rhode Island statute (sic) governing education.

The memorandum then discussed R.I.G.L. 16-13-2 and 16-13-4, which govern the nonrenewal of nontenured teachers. It also discussed several decisions of the Rhode Island Supreme Court, and various provisions of the collective bargaining agreement. The memorandum then stated that "pursuant to State law, the only remedy of the school teacher regarding non-renewal is an appeal to the Commissioner of Education and not through the arbitration process." [Joint Exhibit 3].

After a hearing in Superior Court, Justice Thomas Needham entered the following order in School Committee of the Town of North Providence v. North Providence Federation of Teachers, Local 920, et al.:

The above-entitled matter came on to be heard on August 3, 1993 on Petitioner's Motion for a Stay of Arbitration in AAA #10-390-0234-93 and Arbitration in AAA #10-390-0235-93 and after consideration thereof, it is hereby:

ORDERED, ADJUDGED & DECREED

The within matter is arbitrable so that the Motion for a Stay of Arbitration is hereby denied and the matters shall proceed to arbitration as heretofore scheduled. [Joint Exhibit 3].

Justice Needham's order was not appealed, and arbitration proceedings commenced.

On December 17, 1993, Justice Ronald Gagnon rendered a judgment in Providence Superior Court in the matter of School Committee of the Town of Johnston et al. v. The Johnston Federation of Teachers et al. The judgment included the following:

1. The sole and exclusive method of appeal from the decision of a school committee regarding the non-renewal of the contract of a non-tenured teacher is to the Commissioner of Education pursuant to the provisions of R.I.G.L. 16-13-4.
2. The grievance filed by the defendants with respect to the non-renewal of the contract of Richard James, a non-tenured teacher, is not an arbitrable issue under the collective bargaining agreement in effect between the School Committee of the Town of Johnston and the Johnston Federation of Teachers . . . [School Committee Exhibit 2].

The judgment enjoined the Federation from arbitrating the grievance "with respect to the non-renewal of the teaching contract of Richard James," and referred the matter to the Commissioner of Education for resolution. [School Committee Exhibit 2].

Justice Gagnon's judgment was appealed and the case is pending before the state Supreme Court.

#### Positions of the Parties

The School Committee contends that a portion of the grievances at issue deals with the teachers' nonrenewal, which is not governed by the collective-bargaining agreement, but by Title 16 of the General Laws and decisions of the Commissioner and the Rhode Island Supreme Court. Consequently, an arbitrator has no authority to determine the validity of the nonrenewal, and jurisdiction over this portion of the grievances must rest with the Commissioner, who has the statutory duty to interpret school law. The Committee argues that the Federation is seeking to circumvent the procedures set forth

in R.I.G.L. 16-13-4 and the resulting case law developed by the Commissioner.

The Committee also relies on the recent judgment entered by Justice Gagnon in the Johnston case. The Committee seeks an order declaring that the proper route of appeal from a nonrenewal decision is to the Commissioner, and it asserts that the Commissioner has authority under R.I.G.L. 16-39-1 to issue such an order.

The Federation contends that the Commissioner does not have jurisdiction to hear this request, noting that the teachers have not brought their nonrenewals to this forum. According to the Federation, the School Committee is essentially appealing its own decision in this matter. The Federation also asserts that the issues and arguments raised by the School Committee were presented in Superior Court, and that the Commissioner cannot overrule Justice Needham's decision.

### Discussion

Assuming for the purposes of this decision that this matter constitutes a dispute arising under a law relating to schools or education pursuant to R.I.G.L. 16-39-1, we find that the School Committee's request is barred by the doctrine of res judicata.

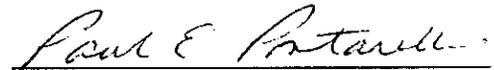
In Hebert v. Ventetuolo, 480 A.2d 403 (R.I. 1984), the state Supreme Court stated that

The doctrine of res judicata operates as an absolute bar to a cause of action where there exists "(1) identity of parties, (2) identity of issues and (3) finality of judgment." (citations omitted). When the doctrine is invoked, it serves to render the prior judgment conclusive as to any issues that were raised or which could have been raised and litigated. Ibid. at 405-405.

Our review of the record here establishes that the requirements of this doctrine have been met. We hold that Justice Needham's findings and order in School Committee of the Town of North Providence v. North Providence Federation of Teachers, Local 920, et al. are res judicata and therefore dispositive of the same issues raised in this proceeding. Those issues include the School Committee's contention that any appeal from the nonrenewal of a nontenured teacher must be decided by the Commissioner. Accordingly, we are precluded from considering the School Committee's request in this matter.

Conclusion

The School Committee's request is barred by the doctrine of res judicata. It is therefore denied.

  
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Paul E. Pontarelli  
Hearing Officer

Approved:

  
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Peter McWalters  
Commissioner of Education

Date: July 11, 1994