

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

CHRISTOPHER FRONCE, AL GOES, *
JOANNE JACKSON AND PATRICK O'DONNELL *
V. *
NORTH KINGSTOWN SCHOOL COMMITTEE *

DECISION

Held: School committee did not comply
With March 1st requirement.

DATE: November 18, 1997

The general laws of Rhode Island establish March 1st as the date by which school committees must notify a teacher if the teacher's contract is not going to be renewed:

16-13-2-. Annual contract basis – Automatic continuation. – (a) 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.

By written agreement the four teachers in this case, Christopher Fronce, Al Goes, Joanne Jackson, and Patrick O'Donnell, agreed with the North Kingstown School Committee that the time for notifying them of any non-renewal could be extended until June 30th. The problem in this case results from the fact that the governing board of the North Kingstown school system – the North Kingstown School Committee – never voted on whether or not to renew the contracts of these four teachers. A school committee speaks through its minutes, and the minutes in this case are silent on the non-renewal of these four teachers. The Superintendent of Schools seems to have attempted to redeem the omission of the school committee by sending his own notice of non-renewal to these teachers. The action of the Superintendent cannot make-up for the inaction of the school committee. DiMasi v. West Warwick School Committee, Commissioner of Education, August 13, 1974. Notice statutes of this nature are strictly construed. Appeal of Narragansett Teacher Non-Renewal, Commissioner of Education, August 24, 1993. The problem is that the law requires action by the governing body – the North Kingstown School Committee – and we have no such action on the record. DiMasi, supra. The record in this case fails to provide any substance out of which we could document a

specific timely decision by the school committee to non-renew the contracts of these specific teachers. We must therefore sustain the appeal of these teachers.

We note that some of these teachers were recalled to part-time positions, at least one was offered a full-time temporary position which he turned down, and all of these teachers were under a duty to mitigate damages. The parties are directed to confer and agree on a remedy. If no agreement on a remedy is reached we will schedule a further hearing in this matter.

Conclusion

The appeal must be sustained.

Forrest L. Avila, Hearing Officer

Approved:

Peter McWalters, Commissioner

DATE: November 18, 1997