

STATE OF RHODE ISLAND
COMMISSIONER OF EDUCATION

ERNEST D. FENNELL,
Petitioner,

vs.

PROVIDENCE PUBLIC SCHOOL
DISTRICT
Respondent,

RIDE No. 23-017AL

DECISION AND ORDER

Held: Athletic coach's appeal of school district's decision not to renew his contract was dismissed as the Commissioner does not have subject-matter jurisdiction over routine employment decisions between school paraprofessionals and school officials.

November 1, 2023

On Friday, April 14, 2023, Petitioner Ernest D. Fennell (“Petitioner”)—the former head coach of the boys’ and girls’ track and field teams at Central High School in Providence—filed an appeal from the decision of the Providence Public School District (the “District” or “Respondent”) not to renew his employment for the 2022-2023 season. For the reasons stated below, the appeal is dismissed.

I. Facts and Travel

At a prehearing teleconference on May 9, 2023, the District argued that RIDE did not have subject-matter jurisdiction to resolve the matter. The parties entered into a scheduling order that gave the District thirty (30) days to submit a legal memorandum, and the Respondent thirty (30) days to respond. However, the District never submitted its memorandum.

An evidentiary hearing was then conducted before the undersigned Hearing Officer on June 29, 2023, and after various continuances, was concluded on July 13, 2023. Petitioner attempted to establish that he was an excellent coach who was well-liked by almost all of his student-athletes. *See* Transcript, July 13 25:6-31:3. According to the Petitioner, the decision not to renew his contract was the result of a decision he made to prohibit one of his student-athletes from competing in an upcoming tournament. *Id.* at 7:3-7. He believed that she was unfit to participate in the tournament because she missed a mandatory practice and sent him threatening text messages. *Id.* 6:23-8:6. Mr. Fennell argued that the District’s decision was unjustified and incorrect. For its part, the District reiterated that the case should be dismissed for lack of jurisdiction.

Judgment was reserved pending the submission of a written motion to dismiss by the District along with a supporting legal memorandum, and the parties agreed that the District would be given thirty (30) days after the close of evidence to submit its motion and brief, and the Respondent would be given thirty (30) days to reply.

The close of evidence occurred on August 9, 2023 when the final transcript was received by the Hearing Officer, and thus pursuant to their agreement, the District was given until September 7, 2023 to file its dispositive motion. However, that date came and went, and no such motion was received. On September 11, 2023 the District requested yet another extension to submit its motion and was granted two weeks to do so, which meant the motion was due on September 21, 2023. However, yet again, that date passed without the District either submitting any written motion or supporting legal memorandum or requesting another extension.

As a result, the matter has been decided without briefing from either party.

II. Decision

As noted, the District argues that the Commissioner does not have subject-matter jurisdiction over this dispute because this is controversy between an employee and an employer that does not involve “schools or education.” The Commissioner has broad powers over nearly every facet of education and schools. *See* § R.I. Gen. Laws § 16-1-5. In particular, the Commissioner has jurisdiction over controversies in school matters pursuant to R.I. Gen. Laws §§ 16-39-1 and 16-39-2.¹ However, an essential element of the Commissioner’s jurisdiction in both of those statutes is that the dispute is one “arising under any law relating to schools or education.” *See id.*; *see also Pardo v. Johnston School Committee*, RIDE No. 0023-03 at 3 (November 20, 2003) (“Absent the implication of a specific educational statute, an issue or dispute is not appropriately submitted to the Commissioner for resolution.”)

¹ In full, R.I. Gen. Laws § 16-39-1 states: “Any person aggrieved by any decision or doings of any school committee or in any other matter arising under any law relating to schools or education may appeal to the commissioner of elementary and secondary education who, after notice to the parties interested of the time and place of hearing, shall examine and decide the appeal without cost to the parties involved.” R.I. Gen. Laws § 16-39-2 reads in full: “Parties having any matter of dispute between them arising under any law relating to schools or education may appeal to the commissioner of elementary and secondary education who, after notice to the parties interested of the time and place of hearing, shall examine and decide the appeal without cost to the parties involved.”

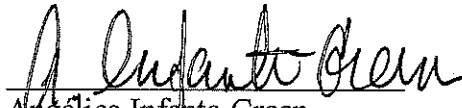
In this case, the Petitioner has not shown any connection between the dispute and any law relating to schools or education. Petitioner was an athletic coach and not a tenured teacher, *see* § 16-13-3, neither was he a school administrator. *See* § 16-12.1-2. As a result, he cannot avail himself of the protections afforded under the Teachers' Tenure Act, R.I. Gen. Laws § 16-13-1, *et seq.* or the School Administrators' Rights Act, R.I. Gen. Laws § 16-12.1-1, *et seq.* Instead, he was an "at-will" employee who is not entitled to continued employment and "may be dismissed at the conclusion of his contract merely because the School District does not wish to continue his employment." *Dr. Kenneth J. LaSalle v. Cranston School Committee*, RIDE No. 0072-91 at 4 (November 12, 1991) (citing *Salisbury v. Stone*, 518 A.2d 1355 (R.I. 1986)). In short, the District needed no justification not to renew Petitioner's contract and therefore, the evidence proffered by the Petitioner is irrelevant.


This matter involved a routine personnel issue, control over which is under the authority of the individual superintendents of schools. *See* §§ 16-2-11(a)(5)-(9). For decades, the Commissioner has held that this Office does not have jurisdiction over disputes that arise solely from the terms of employment between an employee and a school committee. *See, e.g., Janice Black v. Barrington School Department*, RIDE No. 004-14 at 6 (March 21, 2014); *Smith v. Tiverton School Committee*, RIDE No. 0023-00 at 6 (June 26, 2000) ("A long line of Commissioner's decisions confirms that this office has no jurisdiction over disputes which arise under . . . the terms of contracts entered into by school committees."); *Pardo*, at 3 ("Since the mid-eighties, the Commissioner has consistently declined to entertain disputes which arise solely under the provisions of a[n] . . . individual employment contract."); *see also LaSalle*, *supra*, RIDE No. 0072-91 at 5 (expressing doubts about the Commissioner's jurisdiction to decide cases regarding "at will" employment).

IV. Order

For all the above reasons:

1. Petitioner's appeal from the decision of the Providence Public School District is dismissed for lack of jurisdiction.


Angélica Infante-Green,
Commissioner of Education


Andrew M. Lentz, Esq.,
as Hearing Officer for the Commissioner

November 1, 2023