

**2011 -- S 1062 SUBSTITUTE B**

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LC02916/SUB B  
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**STATE OF RHODE ISLAND**

**IN GENERAL ASSEMBLY**

**JANUARY SESSION, A.D. 2011**

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A N A C T

RELATING TO EDUCATION -- SCHOOL COMMITTEES AND SUPERINTENDENTS

Introduced By: Senators Jabour, Goodwin, Metts, Pichardo, and Ruggerio

Date Introduced: June 21, 2011

Referred To: Senate Education

It is enacted by the General Assembly as follows:

1           SECTION 1. Section 16-2-9 of the General Laws in Chapter 16-2 entitled "School  
2 Committees and Superintendents" is hereby amended to read as follows:

3           **16-2-9. General powers and duties of school committees.** -- (a) The entire care,  
4 control, and management of all public school interests of the several cities and towns shall be  
5 vested in the school committees of the several cities and towns. School committees shall have, in  
6 addition to those enumerated in this title, the following powers and duties:

7           (1) To identify educational needs in the community.

8           (2) To develop education policies to meet the needs of the community.

9           (3) To provide for and assure the implementation of federal and state laws, the  
10 regulations of the board of regents for elementary and secondary education, and of local school  
11 policies, programs, and directives.

12           (4) To provide for the evaluation of the performance of the school system.

13           (5) To have responsibility for the care and control of local schools.

14           (6) To have overall policy responsibility for the employment and discipline of school  
15 department personnel.

16           (7) To approve a master plan defining goals and objectives of the school system. These  
17 goals and objectives shall be expressed in terms of what men and women should know and be  
18 able to do as a result of their educational experience. The committee shall periodically evaluate  
19 the efforts and results of education in light of these objectives.

- 1 (8) To provide for the location, care, control, and management of school facilities and  
2 equipment.
- 3 (9) To adopt a school budget to submit to the local appropriating authority.
- 4 (10) To adopt any changes in the school budget during the course of the school year.
- 5 (11) To approve expenditures in the absence of a budget, consistent with state law.
- 6 (12) To employ a superintendent of schools and assign any compensation and other  
7 terms and conditions as the school committee and superintendent shall agree, provided that in no  
8 event shall the term of employment of the superintendent exceed three (3) years. Nothing  
9 contained in this chapter shall be construed as invalidating or impairing a contract of a school  
10 committee with a school superintendent in force on May 12, 1978.
- 11 (13) To give advice and consent on the appointment by the superintendent of all school  
12 department personnel.
- 13 (14) To establish minimum standards for personnel, to adopt personnel policies, and to  
14 approve a table of organization.
- 15 (15) To establish standards for the evaluation of personnel.
- 16 (16) To establish standards for conduct in the schools and for disciplinary actions.
- 17 (17) To hear appeals from disciplinary actions.
- 18 (18) To enter into contracts; provided, however, that notwithstanding any other provision  
19 of the general or public laws, whether of specific or general application, and notwithstanding the  
20 provisions of any charter of any municipality where the school committee is appointed and not  
21 elected, but not including, the Central Falls school district board of trustees established by section  
22 16-2-34, the power and duty to enter into collective bargaining agreements shall be vested in the  
23 chief executive officer of the municipality and not in the school committee.
- 24 (19) To publish policy manuals which shall include all school committee policies.
- 25 (20) To establish policies governing curriculum, courses of instruction, and text books.
- 26 (21) To provide for transportation services which meet or exceed standards of the board  
27 of regents for elementary and secondary education.
- 28 (22) To make any reports to the department of education as are required by the board of  
29 regents for elementary and secondary education.
- 30 (23) To delegate, consistent with law, any responsibilities to the superintendent as the  
31 committee may deem appropriate.
- 32 (24) To address the health and wellness of students and employees.
- 33 (25) To establish a subcommittee of the school board or committee to decrease obesity  
34 and address school health and wellness policies for students and employees consistent with

1 section 16-21-28.

2 (26) To annually undertake a minimum of six (6) hours of professional development as  
3 set forth and described in section 16-2-5.1.

4 (b) Nothing in this section shall be deemed to limit or interfere with the rights of teachers  
5 and other school employees to collectively bargain pursuant to chapters 9.3 and 9.4 of title 28 or  
6 to allow any school committee to abrogate any agreement reached by collective bargaining.

7 (c) The elected school committees of each city, town, or regional school district, or the  
8 chief executive officer of any municipality having an appointed school committee, shall have the  
9 power to bind their successors and successor committees by entering into contracts of  
10 employment in the exercise of their governmental functions.

11 (d) Notwithstanding any provisions of the general laws to the contrary, the requirement  
12 defined in subsections (d) through (f) of this section shall apply. The school committee of each  
13 school district shall be responsible for maintaining a school budget which does not result in a  
14 debt.

15 (e) The school committee shall, within thirty (30) days after the close of the first and  
16 second quarters of the state's fiscal year, adopt a budget as may be necessary to enable it to  
17 operate without incurring a debt, as described in subsection (d).

18 (f) In the event that any obligation, encumbrance, or expenditure by a superintendent of  
19 schools or a school committee is in excess of the amount budgeted or that any revenue is less than  
20 the amount budgeted, the school committee shall within five (5) working days of its discovery of  
21 potential or actual over expenditure or revenue deficiency submit a written statement of the  
22 amount of and cause for the over obligation or over expenditure or revenue deficiency to the city  
23 or town council president and any other person who by local charter or statute serves as the city  
24 or town's executive officer; the statement shall further include a statement of the school  
25 committee's plan for corrective actions necessary to meet the requirements of subsection (d). The  
26 plan shall be approved by the auditor general.

27 (g) Notwithstanding any other provision of law, whether of general or specific  
28 application, and notwithstanding any contrary provision of any city or town charter or ordinance,  
29 the elected school committee of any city, town and regional school district shall be, and is hereby  
30 authorized to retain the services of such independent legal counsel as it may deem necessary and  
31 convenient. Any counsel so retained shall be compensated out of funds duly appropriated to the  
32 school committee, and in no event shall the independent counsel be deemed to be an employee of  
33 the pertinent city or town for any purpose.

34 SECTION 2. Section 16-2-21.6 of the General Laws in Chapter 16-2 entitled "School

1 Committees and Superintendents" is hereby amended to read as follows:

2 **16-2-21.6. Collective bargaining fiscal impact statements.** -- (a) Prior to executing any  
3 collective bargaining agreement between a school committee and representatives of teachers  
4 and/or other school employees, the school committee in any municipality, or regional school  
5 district with an elected school committee, or the chief executive officer in any municipality with  
6 an appointed school committee shall prepare or cause to be prepared a collective bargaining fiscal  
7 impact statement. These statements shall set forth, in dollar amounts, estimates of the fiscal  
8 impact, during the term of the proposed agreement. No comment or opinion relative to the merits  
9 of the terms of the contract shall be included, except that technical or mechanical errors or defects  
10 may be noted.

11 (b) The fiscal impact statement and the awarded contract shall be publicized and shall be  
12 made immediately available upon ratification of the contract.

13 SECTION 3. Section 16-7-19.1 of the General Laws in Chapter 16-7 entitled  
14 "Foundation Level School Support" is hereby amended to read as follows:

15 **16-7-19.1. Optional incentive plan.** -- (a) Any school committee in a municipality, or  
16 regional school district with an elected school committee, may by resolution to the retirement  
17 board, and the chief executive officer in any municipality with an appointed school committee  
18 may by order to the retirement board, as a result of a bargaining agreement with its teacher  
19 employees, accept ~~by resolution to the retirement board~~ an incentive plan to provide supplemental  
20 payments for teachers who are eligible for a service retirement allowance at the time they retire,  
21 or who become eligible for a service retirement allowance subsequent to their retirement, as  
22 follows: As an incentive to retire, the school committee shall grant no later than thirty (30) days  
23 following retirement a lump sum payment not to exceed one hundred fifty dollars (\$150) for each  
24 year of service in that community, up to a maximum of thirty (30) years of service.

25 (b) Each teacher must notify the school committee by July 1 of the year in which they  
26 intend to retire. The incentive payment shall be paid to the teacher no later than thirty (30) days  
27 following retirement or at the time they become eligible for a service retirement allowance and no  
28 retirement contribution shall be made from this payment.

29 (c) Incentive payments under the plan shall not be included in the final salary of a  
30 teacher for the computation of the basic pension due from the retirement plan and the  
31 supplemental amount shall be computed as a separate item based on the existing pension formula,  
32 including three (3) year average, and the supplemental payment shall then be added to the  
33 teacher's basic pension amount.

34 (d) Supplemental payments under this section shall be applied, in the case of an option,

1 after the option annuity amount is determined, and shall be continued for the lifetime of the  
2 teacher only and not to a beneficiary.

3 (e) Supplemental payments under this section shall not be included in the original  
4 pension allowance subject to any cost of living increase provided by section 16-16-40.

5 (f) The total of all supplemental payments to retired teachers under this section shall be  
6 reimbursed to the retirement board by the school districts on a monthly basis. Whenever any  
7 amounts due are not paid within thirty (30) days from the date due, the board shall levy regular  
8 interest on the payments from date due to date of payment.

9 (g) Any school committee in a municipality or regional school district with an elected  
10 school committee may terminate the optional incentive plan by resolution to the retirement board  
11 and the chief executive officer of a municipality with an appointed school committee may  
12 terminate the optional incentive plan by order to the retirement board, provided that:

13 (1) No teacher who retires after the termination of the plan shall be eligible for any  
14 incentive or supplemental payments.

15 (2) Any retired teacher who is receiving supplemental payments prior to the termination  
16 of the plan shall continue to receive payments for the remaining lifetime of the teacher, and the  
17 school district shall continue to be liable for the reimbursement of the payments to the retirement  
18 board as provided in subsection (f) of this section.

19 SECTION 4. Section 16-7-29 of the General Laws in Chapter 16-7 entitled "Foundation  
20 Level School Support" is hereby amended to read as follows:

21 ~~16-7-29. Minimum salary schedule established by community.~~ Minimum salary  
22 schedule. -- (a) Every ~~community~~ municipality and regional school district shall establish and put  
23 into full effect by appropriate action of its school committee in a municipality or regional school  
24 district where the school committee is elected, or by appropriate action of the chief executive  
25 officer, in a municipality where the school committee is appointed, a salary schedule recognizing  
26 years of service, experience, and training for all certified personnel regularly employed in the  
27 public schools and having no more than twelve (12) annual steps. The term "school year" as  
28 applied to the salary schedule means the ten (10) calendar months beginning in September and  
29 ending the following June.

30 (b) Nothing in this section shall prohibit a freeze or reduction of the monetary value of  
31 the steps in the salary schedule through the collective bargaining process.

32 SECTION 5. Sections 16-13-4 and 16-13-5 of the General Laws in Chapter 16-13  
33 entitled "Teachers' Tenure" are hereby amended to read as follows:

34 16-13-4. Statement of cause for dismissal -- Hearing -- Appeals -- Arbitration. -- (a)

1 The statement of cause for dismissal shall be given to the teacher, in writing, by the governing  
2 body of the schools at least one month prior to the close of the school year. The teacher may,  
3 within fifteen (15) days of the notification, request, in writing, a hearing before the full board.  
4 The hearing shall be public or private, in the discretion of the teacher. Both teacher and school  
5 board shall be entitled to be represented by counsel and to present witnesses. The board shall  
6 keep a complete record of the hearing and shall furnish the teacher with a copy. Any teacher  
7 aggrieved by the decision of the school board shall have the right of appeal to the department of  
8 elementary and secondary education and shall have the right of further appeal to the superior  
9 court.

10 (b) Nothing contained in this section shall be construed to prohibit or at any time to have  
11 prohibited a school committee [in a municipality or regional school district with an elected school](#)  
12 [committee, or the chief executive officer in a municipality with an appointed school committee](#)  
13 from agreeing, in a collective bargaining agreement, to the arbitration of disputes arising out of  
14 the nonrenewal, dismissal, and/or suspension of a teacher pursuant to sections 16-13-2, 16-13-3,  
15 and/or 16-13-5.

16 **16-13-5. Suspension for cause -- Payment for period suspended.** -- (a) Section 16-13-4  
17 shall not prevent the suspension of a teacher for good and just cause. Prior to the suspension of a  
18 teacher as provided in this section, the school committee shall hold a pre-suspension hearing to  
19 determine if a suspension is warranted, and at the pre-suspension hearing, shall consider any  
20 available evidence and afford the teacher or his or her counsel an opportunity to respond to that  
21 evidence. In the event a teacher is suspended or otherwise not permitted to perform his or her  
22 duties prior to the presuspension hearing, then the teacher shall be paid his or her regular salary  
23 during that period.

24 (b) Whenever a teacher is suspended by a school committee, the school committee shall  
25 furnish the teacher with a complete statement of the cause(s) of the suspension and, upon request,  
26 shall afford the teacher a hearing and appeal pursuant to the procedure set forth in section 16-13-  
27 4. If the teacher shall be vindicated as a result of the hearing or any appeal the teacher shall be  
28 paid in full for the period of suspension, and provided further, that during the period of  
29 suspension, all medical and insurance benefits shall remain in full force and effect.

30 (c) Nothing contained in this section shall be construed to prohibit or at any time to have  
31 prohibited a school committee [in a municipality or regional school district with an elected school](#)  
32 [committee, or the chief executive officer in a municipality with an appointed school committee,](#)  
33 from agreeing, in a collective bargaining agreement, to the arbitration of disputes arising out of  
34 the suspension of a teacher pursuant to subsection (a) of this section.

1 SECTION 6. Section 28-9.3-2 of the General Laws in Chapter 28-9.3 entitled "Certified  
2 School Teachers' Arbitration" is hereby amended to read as follows:

3 **28-9.3-2. Right to organize and bargain collectively.** -- (a) The certified teachers in the  
4 public school system in any city, town, or regional school district have the right to negotiate  
5 professionally and to bargain collectively with their respective school committees and to be  
6 represented by an association or labor organization in the negotiation or collective bargaining  
7 concerning hours, salary, working conditions, and all other terms and conditions of professional  
8 employment.

9 (b) For purposes of this chapter, "certified teachers" means certified teaching personnel  
10 employed in the public school systems in the state of Rhode Island engaged in teaching duties,  
11 including support personnel whose positions require a professional certificate issued by the state  
12 department of education and personnel licensed by the department of health; or other non-  
13 administrative professional employees.

14 (c) Whenever the word "school committee" is used in this chapter, in a municipality with  
15 an appointed school committee, it means the chief executive officer of the municipality.

16 ~~(d)~~ Superintendents, assistant superintendents, principals, and assistant principals, and  
17 other supervisors above the rank of assistant principal, are excluded from the provisions of this  
18 chapter.

19 ~~(e)~~ Notwithstanding the provisions of subsection (a), collective bargaining agreements  
20 shall not provide for benefits for health care ("benefit plans") for certified employees unless such  
21 benefit plans are authorized in accordance with chapter 27-73. Active employees whose  
22 collective bargaining agreements expire on or after June 30, 2011 shall, upon expiration of such  
23 collective bargaining agreements, receive coverage under benefit plans authorized in accordance  
24 with chapter 27-73.

25 SECTION 7. This act shall not effect any municipality in receivership, or the Central  
26 Falls school district board of trustees established by section 16-2-34.

27 SECTION 8. This act shall take effect upon passage.

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EXPLANATION  
BY THE LEGISLATIVE COUNCIL  
OF  
A N A C T  
RELATING TO EDUCATION -- SCHOOL COMMITTEES AND SUPERINTENDENTS

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1           This act would vest the power and duty to enter into collective bargaining agreements in  
2 municipalities with an appointed school committee in the chief executive officer of those  
3 municipalities. This act would not effect any municipality in receivership.

4           This act would take effect upon passage.

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