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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2010

A N A C T

RELATING TO EDUCATION - COLLECTIVE BARGAINING

Introduced By: Representative Timothy A. Williamson

Date Introduced: April 13, 2010

Referred To: House Labor

It is enacted by the General Assembly as follows:

1 SECTION 1. Sections 16-2-9, 16-2-9.1, 16-2-11, 16-2-21.6 and 16-2-34 of the General  
2 Laws in Chapter 16-2 entitled "School Committees and Superintendents" are hereby amended to  
3 read as follows:

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

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

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

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

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

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

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

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

1 the efforts and results of education in light of these objectives.

2 (8) To provide for the location, care, control, and management of school facilities and  
3 equipment.

4 (9) To adopt a school budget to submit to the local appropriating authority.

5 (10) To adopt any changes in the school budget during the course of the school year.

6 (11) To approve expenditures in the absence of a budget, consistent with state law.

7 (12) To employ a superintendent of schools and assign any compensation and other  
8 terms and conditions as the school committee and superintendent shall agree, provided that in no  
9 event shall the term of employment of the superintendent exceed three (3) years. Nothing  
10 contained in this chapter shall be construed as invalidating or impairing a contract of a school  
11 committee with a school superintendent in force on May 12, 1978.

12 (13) To give advice and consent on the appointment by the superintendent of all school  
13 department personnel.

14 (14) To establish minimum standards for personnel, to adopt personnel policies, and to  
15 approve a table of organization.

16 (15) To establish standards for the evaluation of personnel.

17 (16) To establish standards for conduct in the schools and for disciplinary actions.

18 (17) To hear appeals from disciplinary actions.

19 (18) To enter into contracts.

20 (19) To publish policy manuals which shall include all school committee policies.

21 (20) To establish policies governing curriculum, courses of instruction, and text books.

22 (21) To provide for transportation services which meet or exceed standards of the board  
23 of regents for elementary and secondary education.

24 (22) To make any reports to the department of education as are required by the board of  
25 regents for elementary and secondary education.

26 (23) To delegate, consistent with law, any responsibilities to the superintendent as the  
27 committee may deem appropriate.

28 (24) To address the health and wellness of students and employees.

29 (25) To establish a subcommittee of the school board or committee to decrease obesity  
30 and address school health and wellness policies for students and employees consistent with  
31 section 16-21-28.

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

1 Provided, that should the actual revenue to the school committee and/or district fail to meet  
2 and/or otherwise fall short of the projected revenue to said school committee and/or district for  
3 the given fiscal year, such failure or shortfall having been confirmed in writing by the state  
4 auditor general, then the collective bargaining agreement shall be deemed to be null and void and  
5 no longer in effect.

6 (c) The school committees of each city, town, or regional school district shall have the  
7 power to bind their successors and successor committees by entering into contracts of  
8 employment in the exercise of their governmental functions.

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

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

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

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

32 **16-2-9.1. Code of basic management principles and ethical school standards.** -- (a)  
33 School committees shall adopt the following code of basic management principles and ethical  
34 school standards:

1           The (District) does hereby establish a code of basic principles and ethical standards  
2 for school committee members acting individually and collectively as boards of education in the  
3 management of the public schools of (City or Town) .

4           The school committee in accepts the obligation to operate the public schools in  
5 accordance with the fundamental principles and standards of school management, which  
6 principles include but are not limited to the following:

7           (1) Formulate written policy for the administration of schools to be reviewed regularly  
8 and revised as necessary.

9           (2) Exercise legislative, policy-making, planning and appraising functions and delegate  
10 administrative functions in the operation of schools.

11           (3) Recognize their critical responsibility for selecting the superintendent, defining his or  
12 her responsibilities, and evaluating his or her performance regularly without directly engaging in  
13 administrative processes.

14           (4) Accept and encourage a variety of opinions from and communication with all parts of  
15 the community.

16           (5) Make public relevant institutional information in order to promote communication  
17 and understanding between the school system and the community.

18           (6) Act on legislative and policy-making matters only after examining pertinent facts and  
19 considering the superintendent's recommendations.

20           (7) Conduct meetings with planned and published agendas.

21           (8) Encourage and promote professional growth of school staff so that quality of  
22 instruction and support services may continually be improved.

23           (9) Establish and maintain procedural steps for resolving complaints and criticisms of  
24 school affairs.

25           (10) Act only through public meetings since individual board members have no authority  
26 to bind the board.

27           (11) Recognize that the first and greatest concern must be the educational welfare of the  
28 students attending the public schools.

29           (12) Work with other committee members to establish effective board policies and to  
30 delegate authority for the administration of the schools to the superintendent.

31           (13) Avoid being placed in a position of conflict of interest, and refrain from using the  
32 committee position for personal gain.

33           (14) Attend all regularly scheduled committee meetings as possible, and become  
34 informed concerning the issues to be considered at those meetings.

1 (b) Nothing in this section shall be deemed to limit or interfere with the rights of teachers  
2 and other school employees to collectively bargain pursuant to chapters 9.3 and 9.4 of title 28 or  
3 to allow any school committee or superintendent to abrogate any agreement reached by collective  
4 bargaining. Provided, that should the actual revenue to the school committee and/or district fail  
5 to meet and/or otherwise fall short of the projected revenue to said school committee and/or  
6 district for the given fiscal year, such failure or shortfall having been confirmed in writing by the  
7 state auditor general, then the collective bargaining agreement shall be deemed to be null and  
8 void and no longer in effect.

9 **16-2-11. General powers and duties of superintendent.** -- (a) The superintendent of  
10 schools employed in accordance with the provisions of this chapter shall, under the direction of  
11 the school committee, have the care and supervision of the public schools and shall be the chief  
12 administrative agent of the school committee. The superintendent shall have any duties as are  
13 defined in this section and in this title and any other duties as may be determined by the school  
14 committee, and shall perform any other duties as may be vested in him or her by law. In addition  
15 to the care and supervision of public schools and the appointment of employees of the district, it  
16 shall be the duty of the superintendent:

- 17 (1) To implement policies established by the school committee.
- 18 (2) To recommend educational plans, policies, and programs to meet the needs of the  
19 district.
- 20 (3) To recommend policies governing curriculum, courses of instruction, textbooks, and  
21 transportation of students.
- 22 (4) To comply with provisions of federal and state law and local charter provisions and  
23 ordinances.
- 24 (5) To have administrative responsibility for the school system.
- 25 (6) To oversee the care, control, and management of school facilities and equipment.
- 26 (7) To appoint all school department personnel with the consent of the school committee.
- 27 (8) To administer the personnel function of the school department consistent with  
28 personnel standards, policies, and the table of organization established by the school committee.
- 29 (9) To provide for the evaluation of department personnel.
- 30 (10) To prepare a school budget for consideration by the school committee.
- 31 (11) To authorize purchases consistent with the adopted school budget, policies and  
32 directives of the school committee, and applicable municipal policies, ordinances, and charter  
33 provisions.
- 34 (12) To be responsible for keeping the records of the school system.

1 (13) To report to the school committee on a regular basis the financial condition of the  
2 school system.

3 (14) To be responsible for discipline in the school system.

4 (15) To evaluate all schools within the school system and to report to the school  
5 committee the conformity with regulations of the board of regents and the polic ies, programs, and  
6 directives of the school committee.

7 (16) To report to the school committee on the operation of the school system, including  
8 an annual report on the district's progress.

9 (b) Nothing in this section shall be deemed to limit or interfere with the rights of teachers  
10 and other school employees to collectively bargain pursuant to chapters 9.3 and 9.4 of title 28, or  
11 to allow any school superintendent to abrogate any agreement reached by collective bargaining.  
12 Provided, that should the actual revenue to the school committee and/or district fail to meet  
13 and/or otherwise fall short of the projected revenue to said school committee and/or district for  
14 the given fiscal year, such failure or shortfall having been confirmed in writing by the state  
15 auditor general, then the collective bargaining agreement shall be deemed to be null and void and  
16 no longer in effect.

17 (c) If at any time during the fiscal year the superintendent of schools determines, or is  
18 notified by the city or town chief charter officer or treasurer, that the estimated school expenses  
19 may exceed all revenue appropriated by the state or city or town or otherwise for public schools  
20 in the city or town, the superintendent of schools shall recommend to the school committee and  
21 shall, in order to provide for continuous regular public school operations consistent with the  
22 requirements of section 16-2-2 without regard to financial conditions, subsequently report to the  
23 city or town treasurer and chief charter officer what action will be taken to prevent an excess of  
24 expenditures, encumbrances, and accruals over revenues for public schools in the city or town.

25 **16-2-21.6. Collective bargaining fiscal impact statements.** -- (a) Prior to executing any  
26 collective bargaining agreement between a school committee and representatives of teachers  
27 and/or other school employees, the school committee shall prepare or cause to be prepared a  
28 collective bargaining fiscal impact statement. These statements shall set forth, in dollar amounts,  
29 estimates of the fiscal impact, during the term of the proposed agreement. No comment or  
30 opinion relative to the merits of the terms of the contract shall be included, except that technical  
31 or mechanical errors or defects may be noted. Provided, that should the actual revenue to the  
32 school committee and/or district fail to meet and/or otherwise fall short of the projected revenue  
33 to said school committee and/or district for the given fiscal year, such failure or shortfall having  
34 been confirmed in writing by the state auditor general, then the collective bargaining agreement

1 [shall be deemed to be null and void and no longer in effect.](#)

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

4 **16-2-34. Central Falls School District board of trustees.** -- (a) There is hereby  
5 established a seven (7) member board of trustees, which shall govern the Central Falls School  
6 District. With the exception of those powers and duties reserved by the commissioner of  
7 elementary and secondary education, and the board of regents for elementary and secondary  
8 education, the board of trustees shall have the powers and duties of school committees.

9 (b) The board of regents for elementary and secondary education shall appoint the  
10 members of the board of trustees from nominations made by the commissioner of elementary and  
11 secondary education. The chairperson shall also be selected in this manner. The board of regents  
12 shall determine the number, qualifications, and terms of office of members of the board of  
13 trustees, provided however, that at least four (4) of the members shall be residents of the city and  
14 parents of current or former Central Falls public school students. The remaining three (3) shall be  
15 appointed at large.

16 (c) The board of regents shall provide parameters for overall budget requests, approve  
17 the budget, and otherwise participate in budget development.

18 (d) The commissioner of elementary and secondary education shall recommend  
19 parameters for overall budget requests, recommend a budget, and otherwise participate in budget  
20 development.

21 (e) The commissioner shall approve the process for selection of the superintendent.

22 (f) The board of trustees shall meet monthly and serve without compensation. The board  
23 of trustees shall have broad policy making authority for the operation of the school, as well as the  
24 following powers and duties:

25 (1) To identify the educational needs of the district;

26 (2) To develop educational policies to meet the needs of students in the school district;

27 (3) To appoint a superintendent to serve as its chief executive officer and to approve  
28 assistant and associate superintendents from nominations made by the superintendent;

29 (4) To provide policy guidance and otherwise participate in budget development; and

30 (5) To develop staffing policies which ensure that all students are taught by educators of  
31 the highest possible quality.

32 (g) The superintendent shall serve at the pleasure of the board of trustees with the initial  
33 appointment to be for a period of not more than three (3) years; provided, however, that the terms  
34 and conditions of employment are subject to the approval of the board of regents for elementary

1 and secondary education.

2 (h) It shall be the responsibility of the superintendent to manage and operate the school  
3 on a day-to-day basis. The superintendent's duties shall include the following:

4 (1) To be responsible for the care, supervision, and management of the schools;

5 (2) To recommend to the board of trustees educational policies to meet the needs of the  
6 district, and to implement policies established by the board of trustees;

7 (3) To present nominations to the board of trustees for assistant and associate  
8 superintendents and to appoint all other school personnel;

9 (4) To provide for the evaluation of all school district personnel;

10 (5) To establish a school based management approach for decision making for the  
11 operation of the school;

12 (6) To prepare a budget and otherwise participate in budget development as required,  
13 and to authorize purchases consistent with the adopted school district budget;

14 (7) To report to the board of trustees, on a regular basis, the financial condition and  
15 operation of the schools, and to report annually on the educational progress of the schools;

16 (8) To establish appropriate advisory committees as needed to provide guidance on new  
17 directions and feedback on the operation of the schools;

18 (9) With policy guidance from the board of trustees and extensive involvement of the  
19 administrators and faculty in the school, to annually prepare a budget. The board of trustees shall  
20 approve the budget and transmit it to the commissioner. The board of regents for elementary and  
21 secondary education, upon recommendation of the commissioner of elementary and secondary  
22 education, shall provide parameters for the overall budget request. Based on review and  
23 recommendation by the commissioner, the board of regents shall approve the total budget and  
24 incorporate it into its budget request to the governor and to the general assembly. Line item  
25 budgeting decisions shall be the responsibility of the superintendent; and

26 (10) To negotiate, along with the chairperson of the board of trustees and his or her  
27 appointed designee, all district employment contracts, which contracts shall be subject to the  
28 approval of the commissioner of elementary and secondary education with the concurrence of the  
29 board of regents.

30 (i) Nothing in this section shall be deemed to limit or otherwise interfere with the rights  
31 of teachers and other school employees to bargain collectively pursuant to chapters 9.3 and 9.4 of  
32 title 28 or to allow the board of trustees or the superintendent to abrogate any agreement by  
33 collective bargaining. Provided, that should the actual revenue to the school committee and/or  
34 district fail to meet and/or otherwise fall short of the projected revenue to said school committee

1 and/or district for the given fiscal year, such failure or shortfall having been confirmed in writing  
2 by the state auditor general, then the collective bargaining agreement shall be deemed to be null  
3 and void and no longer in effect.

4 (j) The appointment of the special state administrator for the Central Falls School  
5 District and the Central Falls School District Advisory Group, created by chapter 312 of the  
6 Rhode Island Public Laws of 1991, will no longer be in effect upon the selection and appointment  
7 of the board of trustees created in this section. All powers and duties of the special state  
8 administrator and the Central Falls School District Advisory Group are hereby transferred and  
9 assigned to the board of trustees created in this section, upon the selection and appointment of  
10 that board.

11 SECTION 2. Section 16-3.1-6 of the General Laws in Chapter 16-3.1 entitled  
12 "Cooperative Service Among School Districts" is hereby amended to read as follows:

13 **16-3.1-6. ~~Collective bargaining agreements unaffected~~ Exception for agreements**  
14 **nullified by lack of funding.** -- Nothing in this chapter shall allow any school district to abrogate  
15 any agreement reached by collective bargaining. Provided, that should the actual revenue to the  
16 school committee and/or district fail to meet and/or otherwise fall short of the projected revenue  
17 to said school committee and/or district for the given fiscal year, such failure or shortfall having  
18 been confirmed in writing by the state auditor general, then the collective bargaining agreement  
19 shall be deemed to be null and void and no longer in effect.

20 SECTION 3. Section 16-7-29 of the General Laws in Chapter 16-7 entitled "Foundation  
21 Level School Support" is hereby amended to read as follows:

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

28 (b) Nothing in this section shall prohibit a freeze or reduction of the monetary value of  
29 the steps in the salary schedule through the collective bargaining process. Provided, that should  
30 the actual revenue to the school committee and/or district fail to meet and/or otherwise fall short  
31 of the projected revenue to said school committee and/or district for the given fiscal year, such  
32 failure or shortfall having been confirmed in writing by the state auditor general, then the  
33 collective bargaining agreement shall be deemed to be null and void and no longer in effect.

34 SECTION 4. Sections 16-13-2, 16-13-3, 16-13-4 and 16-13-5 of the General Laws in

1 Chapter 16-13 entitled "Teachers' Tenure" are hereby amended to read as follows:

2 **16-13-2. Annual contract basis -- Automatic continuation.** -- (a) Teaching service  
3 shall be on the basis of an annual contract, except as hereinafter provided, and the contract shall  
4 be deemed to be continuous unless the governing body of the schools shall notify the teacher in  
5 writing on or before March 1 that the contract for the ensuing year will not be renewed; provided,  
6 however, that a teacher, upon request, shall be furnished a statement of cause for dismissal or  
7 nonrenewal of his or her contract by the school committee; provided further, that whenever any  
8 contract is not renewed or the teacher is dismissed, the teacher shall be entitled to a hearing and  
9 appeal pursuant to the procedure set forth in section 16-13-4.

10 (b) Nothing contained in this section shall be construed to prohibit or at any time to have  
11 prohibited a school committee from agreeing, in a collective bargaining agreement, to the  
12 arbitration of disputes arising out of a dismissal or nonrenewal of a nontenured teacher pursuant  
13 to subsection (a) of this section. Provided, that should the actual revenue to the school committee  
14 and/or district fail to meet and/or otherwise fall short of the projected revenue to said school  
15 committee and/or district for the given fiscal year, such failure or shortfall having been confirmed  
16 in writing by the state auditor general, then the collective bargaining agreement shall be deemed  
17 to be null and void and no longer in effect.

18 **16-13-3. Probationary period -- Tenure after probation.** -- (a) Three (3) annual  
19 contracts within five (5) successive school years shall be considered evidence of satisfactory  
20 teaching and shall constitute a probationary period. Teachers who complete the probationary  
21 period shall be considered in continuous service and shall not be subject to annual renewal or  
22 nonrenewal of their contracts. No tenured teacher in continuous service shall be dismissed except  
23 for good and just cause. Whenever a tenured teacher in continuous service is to be dismissed, the  
24 notice of the dismissal shall be given to the teacher, in writing, on or before March 1st of the  
25 school year immediately preceding the school year in which the dismissal is to become effective.  
26 The teacher shall be furnished with a complete statement of the cause(s) for the dismissal by the  
27 governing body of the school and shall be entitled to a hearing and appeal pursuant to the  
28 procedure set forth in section 16-13-4.

29 (b) Nothing contained in this section shall be construed to prohibit or at any time to have  
30 prohibited a school committee from agreeing, in a collective bargaining agreement, to the  
31 arbitration of disputes arising out of the dismissal of a tenured teacher pursuant to subsection (a)  
32 of this section. Provided, that should the actual revenue to the school committee and/or district  
33 fail to meet and/or otherwise fall short of the projected revenue to said school committee and/or  
34 district for the given fiscal year, such failure or shortfall having been confirmed in writing by the

1 state auditor general, then the collective bargaining agreement shall be deemed to be null and  
2 void and no longer in effect.

3 (c) Any teacher appointed to a position of principal, assistant principal, or vice principal  
4 within the school system in which the teacher has attained tenure shall, upon termination or  
5 resignation of the administrative position, be allowed to return to his or her former status as a  
6 tenured teacher within the system.

7 **16-13-4. Statement of cause for dismissal -- Hearing -- Appeals -- Arbitration. --** (a)

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

17 (b) Nothing contained in this section shall be construed to prohibit or at any time to have  
18 prohibited a school committee from agreeing, in a collective bargaining agreement, to the  
19 arbitration of disputes arising out of the nonrenewal, dismissal, and/or suspension of a teacher  
20 pursuant to sections 16-13-2, 16-13-3, and/or 16-13-5. Provided, that should the actual revenue  
21 to the school committee and/or district fail to meet and/or otherwise fall short of the projected  
22 revenue to said school committee and/or district for the given fiscal year, such failure or shortfall  
23 having been confirmed in writing by the state auditor general, then the collective bargaining  
24 agreement shall be deemed to be null and void and no longer in effect.

25 **16-13-5. Suspension for cause -- Payment for period suspended. --** (a) Section 16-13-4

26 shall not prevent the suspension of a teacher for good and just cause. Prior to the suspension of a  
27 teacher as provided in this section, the school committee shall hold a pre-suspension hearing to  
28 determine if a suspension is warranted, and at the pre-suspension hearing, shall consider any  
29 available evidence and afford the teacher or his or her counsel an opportunity to respond to that  
30 evidence. In the event a teacher is suspended or otherwise not permitted to perform his or her  
31 duties prior to the presuspension hearing, then the teacher shall be paid his or her regular salary  
32 during that period.

33 (b) Whenever a teacher is suspended by a school committee, the school committee shall  
34 furnish the teacher with a complete statement of the cause(s) of the suspension and, upon request,

1 shall afford the teacher a hearing and appeal pursuant to the procedure set forth in section 16-13-  
2 4. If the teacher shall be vindicated as a result of the hearing or any appeal the teacher shall be  
3 paid in full for the period of suspension, and provided further, that during the period of  
4 suspension, all medical and insurance benefits shall remain in full force and effect.

5 (c) Nothing contained in this section shall be construed to prohibit or at any time to have  
6 prohibited a school committee from agreeing, in a collective bargaining agreement, to the  
7 arbitration of disputes arising out of the suspension of a teacher pursuant to subsection (a) of this  
8 section. Provided, that should the actual revenue to the school committee and/or district fail to  
9 meet and/or otherwise fall short of the projected revenue to said school committee and/or district  
10 for the given fiscal year, such failure or shortfall having been confirmed in writing by the state  
11 auditor general, then the collective bargaining agreement shall be deemed to be null and void and  
12 no longer in effect.

13 SECTION 5. Section 16-19-1 of the General Laws in Chapter 16-19 entitled  
14 "Compulsory Attendance" is hereby amended to read as follows:

15 **16-19-1. Attendance required.** -- (a) Every child who has completed or will have  
16 completed six (6) years of life on or before September 1 of any school year and has not completed  
17 sixteen (16) years of life shall regularly attend some public day school during all the days and  
18 hours that the public schools are in session in the city or town in which the child resides. Every  
19 person having under his or her control a child as described in this section shall cause the child to  
20 attend school as required by this section, and for every neglect of this duty the person having  
21 control of the child shall be fined not exceeding fifty dollars (\$50.00) for each day or part of a day  
22 that the child fails to attend school, and if the total of these days is more than thirty (30) school  
23 days during any school year, then the person shall, upon conviction, be imprisoned not exceeding  
24 six (6) months or shall be fined not more than five hundred dollars (\$500), or both; provided, that  
25 if the person so charged shall prove that the child has attended for the required period of time a  
26 private day school approved by the commissioner of elementary and secondary education  
27 pursuant to section 16-60-6(10), or a course of at-home instruction approved by the school  
28 committee of the town where the child resides, or that the physical or mental condition of the  
29 child was such as to render his or her attendance at school inexpedient or impracticable, or that  
30 the child was excluded from school by virtue of some general law or regulation, then attendance  
31 shall not be obligatory nor shall the penalty be incurred.

32 (b) Every child enrolled in school who completes or has completed sixteen (16) years of  
33 life and who has not yet attained eighteen (18) years of age shall regularly attend school during  
34 all the days and hours that the public schools are in session in the city or town in which the child

1 resides unless the person having control of the child withdraws the child from enrollment in  
2 accordance with section 16-67.1-3. Provided, however, that nothing in this subsection or in  
3 subsection (a) of this section shall prohibit or limit cities or towns from enacting programs of  
4 early intervention and/or mediation in an effort to address the problems of students who are  
5 habitually late or absent from school.

6 (c) Nothing in this section shall be deemed to limit or otherwise interfere with the rights  
7 of teachers and other school employees to collectively bargain pursuant to chapters 9.3 and 9.4 of  
8 title 28 or to allow any school committee to abrogate any agreement reached by collective  
9 bargaining. Provided, that should the actual revenue to the school committee and/or district fail  
10 to meet and/or otherwise fall short of the projected revenue to said school committee and/or  
11 district for the given fiscal year, such failure or shortfall having been confirmed in writing by the  
12 state auditor general, then the collective bargaining agreement shall be deemed to be null and  
13 void and no longer in effect.

14 SECTION 6. Section 16-26-3.1 of the General Laws in Chapter 16-26 entitled "School  
15 for the Deaf" is hereby amended to read as follows:

16 **16-26-3.1. Board of Trustees.** -- (a) The powers delegated and authorized in this chapter  
17 for the board of regents for elementary and secondary education and the department of  
18 elementary and secondary education shall be in addition to those previously authorized by any  
19 other general or public law.

20 (b) The governance, funding, and programming of the Rhode Island School for the Deaf  
21 shall be in accordance with the rules and regulations formulated by the board of regents for  
22 elementary and secondary education pursuant to chapter 35 of title 42.

23 (c) (1) The purpose of this chapter is to restructure the governance of the Rhode Island  
24 School for the Deaf.

25 (2) The School for the Deaf shall be operated as a local education agency and shall be  
26 governed by a board of trustees. With the exception of those powers and duties reserved to the  
27 director, the commissioner of elementary and secondary education, and the board of regents for  
28 elementary and secondary education, the board of trustees shall have the powers and duties of a  
29 school committee.

30 (3) The board of regents for elementary and secondary education shall appoint the  
31 members of the board of trustees from nominations made by the commissioner of elementary and  
32 secondary education. The chairperson shall also be selected in this manner. The board of regents  
33 for elementary and secondary education shall determine the qualifications and terms of office of  
34 members of the board of trustees. The board of trustees shall be comprised of nine (9) individuals,

1 not less than five (5) of whom shall be persons who are deaf and hard of hearing. The  
2 commissioner may seek input on nominations of persons who are deaf and hard of hearing from  
3 organizations whose membership is primarily made up of deaf and hard of hearing individuals,  
4 individuals who are deaf and hard of hearing, or organizations whose purpose is advocacy for  
5 individuals who are deaf and hard of hearing, as well as from other sources. For purposes of  
6 obtaining input from diverse sources regarding suggestions for nominations for the first trustees  
7 to be nominated by the commissioner, the commissioner shall convene a public quorum to obtain  
8 broad input prior to making the initial nominations for the founding membership on the board of  
9 trustees. No person in any way employed by or doing business with the Rhode Island School for  
10 the Deaf shall serve on the board of trustees.

11 (4) The board of regents shall establish strategic directions for the education of deaf and  
12 hard of hearing children in the state of Rhode Island.

13 (5) The board of regents shall provide parameters for budget requests, recommend a  
14 budget, and participate in budget development.

15 (d) (1) The commissioner of elementary and secondary education shall recommend  
16 parameters for the overall budget requests, recommend a budget, and participate in budget  
17 development.

18 (2) The commissioner shall approve the process for selection of a director of the school.

19 (e) The board of trustees shall meet monthly and serve without compensation. Seven (7)  
20 members of the board of trustees shall be required to attend teacher appeal meetings pursuant to  
21 section 16-13-4. The board of trustees shall have broad policy making authority of the operation  
22 of the school consistent with this subsection and the following powers and duties:

23 (1) To identify the needs of deaf and hard of hearing children in the state of Rhode  
24 Island.

25 (2) To develop educational policies to meet the needs of deaf and hard of hearing  
26 children served by the school for the deaf.

27 (3) To appoint a director of the school to serve as its chief executive officer and to  
28 approve assistant directors from nominations made by the director.

29 (4) To provide policy guidance and participate in budget development.

30 (5) To develop staffing policies which ensure that all students are taught by educators of  
31 the highest possible quality.

32 (f) (1) The director shall serve at the pleasure of the board of trustees with the initial  
33 appointment to be for a period of not more than five (5) years; provided, that the term and  
34 conditions of employment are subject to the approval of the board of regents for elementary and

1 secondary education.

2 (2) It is the responsibility of the director to manage and operate the school on a day to  
3 day basis. The director's responsibilities shall include the following:

4 (i) To be responsible for the entire care, supervision, and management of the school for  
5 the deaf.

6 (ii) To recommend to the board of regents educational policies to meet the needs of the  
7 deaf and hard of hearing children and to implement policies established by the board of trustees.

8 (iii) To present nominations to the board of trustees for assistant administrators and to  
9 appoint all other school personnel.

10 (iv) To provide for the evaluation of all school personnel.

11 (v) To establish a school based management approach for decision making for the  
12 operation of the school.

13 (vi) To report to the board of trustees on a regular basis the financial condition and the  
14 operation of the school, and to report annually on the educational progress of the school.

15 (vii) To establish appropriate advisory committees as needed to provide guidance and  
16 feedback on the operation of the school.

17 (viii) To make himself or herself available to the board of trustees and to attend board of  
18 trustees meetings to provide a link between the school and the board of trustees.

19 (g) With policy guidance from the board of trustees and extensive involvement of the  
20 administrators and faculty of the school, the director shall annually prepare a budget. The board  
21 of trustees will approve the budget and transmit it to the commissioner of elementary and  
22 secondary education. The board of regents for elementary and secondary education shall provide  
23 parameters for the overall budget request. Based on review and recommendations for the  
24 commissioner, the board of regents shall approve the total budget and incorporate it into its  
25 budget request to the governor and to the general assembly. Line item budgeting decisions shall  
26 be the responsibility of the director.

27 (h) Nothing in this section shall be deemed to limit or interfere with the rights of teachers  
28 and other school employees to bargain collectively pursuant to chapters 9.3 and 9.4 of title 28 or  
29 to allow the board of trustees or the director to abrogate any agreement by collective bargaining.  
30 Employees at the Rhode Island School for the Deaf shall continue to be state employees and the  
31 bargaining units which are presently established at the school shall remain intact. Provided, that  
32 should the actual revenue to the school committee and/or district fail to meet and/or otherwise fall  
33 short of the projected revenue to said school committee and/or district for the given fiscal year,  
34 such failure or shortfall having been confirmed in writing by the state auditor general, then the

1 [collective bargaining agreement shall be deemed to be null and void and no longer in effect.](#)

2 SECTION 7. Section 16-45-6 of the General Laws in Chapter 16-45 entitled "Regional  
3 Vocational Schools" is hereby amended to read as follows:

4 **16-45-6. Powers additional to previous authority.** -- (a) The powers delegated and  
5 authorized in this chapter for the board of regents for elementary and secondary education and the  
6 department of elementary and secondary education shall be in addition to those previously  
7 authorized by any other general or public law.

8 (b) The governance, funding, and programming of the William M. Davies, Jr. vocational  
9 technical school and the Metropolitan Career and Technical School shall be in accordance with  
10 the rules and regulations formulated by the board of regents for elementary and secondary  
11 education pursuant to chapter 35 of title 42. Provided, however, the additional appropriation by  
12 the General Assembly in fiscal year 2005 for the William M. Davies, Jr. Vocational Technical  
13 School shall be used to fund sixty (60) additional placements. Forty (40) of those placements  
14 shall be made available to students from the City of Providence.

15 (c) The purpose of this chapter is to restructure the system of career and technical  
16 schools in Rhode Island for the benefit of the students, the economy, and the general welfare. The  
17 paramount aim is to enable the schools to make more significant contributions in providing the  
18 state's students with the career preparation they need to compete and succeed in the world of  
19 today and of the future. To ensure student success, a system of model career and technical schools  
20 will be established and supported. These schools will provide: integrated academic and vocational  
21 curricula, up to date technology, programs to meet the varying needs of all students, and strong  
22 links to business, industry, postsecondary education, and the community.

23 (d) (1) There shall be a system of state operated career and technical schools serving  
24 geographic areas of the state. Students attending these regional schools will do so on a full time  
25 basis with the costs for their education at the regional school fully funded by the state.

26 (2) These schools shall be operated as local education agencies and each shall be  
27 governed by a board of trustees. With the exception of those powers and duties reserved by the  
28 director, the commissioner of elementary and secondary education, and the board of regents for  
29 elementary and secondary education, the board of trustees shall have the powers and duties of  
30 school committees. The Davies school shall be the first school operated under the provisions of  
31 this chapter and shall be renamed the William M. Davies, Jr. career and technical high school.  
32 The Metropolitan Career and Technical School shall be the second school operated under the  
33 provisions of this chapter.

34 (e) (1) The board of regents for elementary and secondary education shall appoint the

1 members of the board of trustees from nominations made by the commissioner of elementary and  
2 secondary education. The chairperson shall also be selected in this manner. The board of regents  
3 shall determine the number, qualifications, and terms of office of members of the board of  
4 trustees. The board of trustees will be broadly representative of the local communities served by  
5 each school and the larger statewide workforce interests.

6 (2) The board of regents shall establish strategic directions for the career and technical  
7 education system that are consistent with the state's economic development plans, workforce  
8 requirements, and educational priorities and learner outcomes established by the board of regents.

9 (3) The board of regents shall provide parameters for the overall budget requests,  
10 approve the budget, and participate in budget development as required in subsection (i).

11 (f) (1) The commissioner of elementary and secondary education shall recommend  
12 parameters for the overall budget requests, recommend a budget and participate in budget  
13 development as required in subsection (i).

14 (2) The commissioner shall approve the process for selection of a director of each  
15 regional school. The commissioner shall develop a plan for statewide implementation of the  
16 provisions of this chapter.

17 (g) The board of trustees shall meet monthly and serve without compensation. Nine (9)  
18 members of the board of trustees shall be required to attend teacher appeal hearings conducted  
19 pursuant to section 16-13-4. The board of trustees shall have broad policy making authority for  
20 the operation of the school consistent with subsection (e) and the following powers and duties:

21 (1) To identify the educational needs of the communities in the district.

22 (2) To develop educational policies to meet the needs of students in the communities  
23 served by the school district.

24 (3) To appoint a director of its regional school to serve as its chief executive officer and  
25 to approve assistant and associate directors from nominations made by the director.

26 (4) To provide policy guidance and participate in budget development as required in  
27 subsection (i).

28 (5) To develop staffing policies which ensure that all students are taught by educators of  
29 the highest possible quality.

30 (h) (1) The director will serve at the pleasure of the board of trustees with the initial  
31 appointment to be for a period of not more than three (3) years, provided, that the term and  
32 conditions of employment are subject to the approval of the board of regents for elementary and  
33 secondary education.

34 (2) It is the responsibility of the director to manage and operate the school on a day to

1 day basis. The director's duties shall include the following:

2 (i) To be responsible for the entire care, supervision, and management of the career and  
3 technical high school.

4 (ii) To recommend to the board of trustees educational policies to meet the needs of the  
5 district, and to implement policies established by the board of trustees.

6 (iii) To present nominations to the board of trustees for assistant and associate directors  
7 and to appoint all other school personnel.

8 (iv) To provide for the evaluation of all school district personnel.

9 (v) To establish a school based management approach for decision making for the  
10 operation of the school.

11 (vi) To prepare a budget and participate in budget development as required in subsection  
12 (i), and to authorize purchases consistent with the adopted school district budget.

13 (vii) To report to the board of trustees on a regular basis the financial condition and  
14 operation of the school, and to report annually on the educational progress of the school.

15 (viii) To establish appropriate advisory committees as needed to provide guidance on  
16 new directions and feedback on the operation of the school.

17 (i) With policy guidance from the board of trustees and extensive involvement of the  
18 administrators and faculty in the school, the director of each regional school shall annually  
19 prepare a budget. The board of trustees will approve the budget and transmit it to the  
20 commissioner. The board of regents for elementary and secondary education, upon  
21 recommendation of the commissioner of elementary and secondary education, shall provide  
22 parameters for the overall budget request. Based on review and recommendation by the  
23 commissioner, the board of regents shall approve the total budget and incorporate it into its  
24 budget request to the governor and to the general assembly. Line item budgeting decisions shall  
25 be the responsibility of the director.

26 (j) Nothing in this section shall be deemed to limit or interfere with the rights of teachers  
27 and other school employees to bargain collectively pursuant to chapters 9.3 and 9.4 of title 28 or  
28 to allow the board of trustees or the director to abrogate any agreement by collective bargaining.  
29 Employees at the William M. Davies school shall continue to be state employees and the  
30 bargaining units which are presently established at the school shall remain intact. Provided, that  
31 should the actual revenue to the school committee and/or district fail to meet and/or otherwise fall  
32 short of the projected revenue to said school committee and/or district for the given fiscal year,  
33 such failure or shortfall having been confirmed in writing by the state auditor general, then the  
34 collective bargaining agreement shall be deemed to be null and void and no longer in effect

1 SECTION 8. Section 16-77-4.1 of the General Laws in Chapter 16-77 entitled  
2 "Establishment of Charter Public Schools" is hereby amended to read as follows:

3 **16-77-4.1. Establishing a charter public school within a school district.** -- (a) In those  
4 instances where a charter is being sought for an existing public school, the charter must receive  
5 the affirmative votes of two-thirds (2/3) of the teachers assigned to the school prior to  
6 implementation. If approved by the faculty, the charter shall be voted on by the parents or legal  
7 guardians of each student assigned to the school, with one vote being cast for each student. To be  
8 adopted by the parents, the charter must receive the affirmative votes of parents or legal guardians  
9 representing a majority of all the students assigned to the school. The charter may then be  
10 presented by the commissioner of elementary and secondary education to the board of regents for  
11 elementary and secondary education for its approval.

12 (b) In those instances where a charter is being sought by a school district for a newly  
13 created public charter school, the charter must receive the affirmative support of a number of  
14 certified teachers employed within the school district at least equal to two-thirds (2/3) of the  
15 number of teachers that will be required to staff the proposed charter public school. The teachers  
16 must state their desire to transfer to the charter public school, once established, and to teach under  
17 the terms of the charter. To demonstrate parental support within the school district, the charter  
18 must receive the affirmative support of parents or legal guardians representing a number of  
19 students currently enrolled in the school district equal to at least one-half (1/2) of the number of  
20 students who would be needed to attend the proposed charter public school. The parents or  
21 guardians must state their desire to have their children transfer to the charter public school, once  
22 established, and to be educated under the terms of the charter. The charter may then be presented  
23 by the commissioner of elementary and secondary education to the board of regents for  
24 elementary and secondary education for its approval. The charter shall set forth those provisions  
25 of state statute, regulation, and school district rules which will not be applicable to that charter  
26 public school.

27 (c) The charter shall set forth those provisions of state statute, regulation, and of school  
28 district rules which will not be applicable to that charter public school. By two-thirds (2/3) vote of  
29 the teachers as provided for in this section, the teachers will be deemed to have given their  
30 consent to the variances from those provisions of law, regulation, and school district rules. The  
31 charter shall set forth those provisions of the collective bargaining agreement which will not be  
32 applicable to that charter public school subject to agreement by the parties to the collectively  
33 bargaining agreement. By approval of the charter upon the recommendation of the commissioner  
34 of elementary and secondary education, the board of regents will be deemed to have authorized

1 all necessary variances from law and regulation enumerated in the charter. Should the need for  
2 relief from the operation of additional provisions of law and/or contract become apparent  
3 subsequent to implementation of the charter, a variance may be obtained by an affirmative vote of  
4 two-thirds (2/3) of the teachers then assigned to the school, agreement by all parties to the  
5 collective bargaining agreement, and by an affirmative vote of the board of regents upon a  
6 recommendation of the commissioner of elementary and secondary education. Provided, that  
7 should the actual revenue to the school committee and/or district fail to meet and/or otherwise fall  
8 short of the projected revenue to said school committee and/or district for the given fiscal year,  
9 such failure or shortfall having been confirmed in writing by the state auditor general, then the  
10 collective bargaining agreement shall be deemed to be null and void and no longer in effect.

11 SECTION 9. 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 - COLLECTIVE BARGAINING

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- 1           This act would provide that collective bargaining agreements would be null and void in
- 2 those instances where actual funds to the school committee and/or district fell short of the actual
- 3 funding received by the committee and/or district.
- 4           This act would take effect upon passage.

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