

## [R.I. Gen. Laws § 16-2-9](#)

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[General Laws of Rhode Island](#) > [TITLE 16. EDUCATION](#) > [CHAPTER 2. SCHOOL COMMITTEES AND SUPERINTENDENTS \[SEE TITLE 16 CHAPTER 97 -- THE RHODE ISLAND BOARD OF EDUCATION ACT\]](#)

### § 16-2-9. General powers and duties of school committees

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- (a) The entire care, control, and management of all public school interests of the several cities and towns shall be vested in the school committees of the several cities and towns. School committees shall have, in addition to those enumerated in this title, the following powers and duties:
- (1) To identify educational needs in the community.
  - (2) To develop education policies to meet the needs of the community.
  - (3) To provide for and assure the implementation of federal and state laws, the regulations of the board of regents for elementary and secondary education, and of local school policies, programs, and directives.
  - (4) To provide for the evaluation of the performance of the school system.
  - (5) To have responsibility for the care and control of local schools.
  - (6) To have overall policy responsibility for the employment and discipline of school department personnel.
  - (7) To approve a master plan defining goals and objectives of the school system. These goals and objectives shall be expressed in terms of what men and women should know and be able to do as a result of their educational experience. The committee shall periodically evaluate the efforts and results of education in light of these objectives.
  - (8) To provide for the location, care, control, and management of school facilities and equipment.
  - (9) To adopt a school budget to submit to the local appropriating authority.
  - (10) To adopt any changes in the school budget during the course of the school year.
  - (11) To approve expenditures in the absence of a budget, consistent with state law.
  - (12) To employ a superintendent of schools and assign any compensation and other terms and conditions as the school committee and superintendent shall

agree, provided that in no event shall the term of employment of the superintendent exceed three (3) years. Nothing contained in this chapter shall be construed as invalidating or impairing a contract of a school committee with a school superintendent in force on May 12, 1978.

- (13) To give advice and consent on the appointment by the superintendent of all school department personnel.
  - (14) To establish minimum standards for personnel, to adopt personnel policies, and to approve a table of organization.
  - (15) To establish standards for the evaluation of personnel.
  - (16) To establish standards for conduct in the schools and for disciplinary actions.
  - (17) To hear appeals from disciplinary actions.
  - (18) To enter into contracts; provided, however, that notwithstanding any other provision of the general or public laws, whether of specific or general application, and notwithstanding the provisions of any charter of any municipality where the school committee is appointed and not elected, but not including, the Central Falls school district board of trustees established by [§ 16-2-34](#), the power and duty to enter into collective bargaining agreements shall be vested in the chief executive officer of the municipality and not in the school committee.
  - (19) To publish policy manuals which shall include all school committee policies.
  - (20) To establish policies governing curriculum, courses of instruction, and text books.
  - (21) To provide for transportation services which meet or exceed standards of the board of regents for elementary and secondary education.
  - (22) To make any reports to the department of education as are required by the board of regents for elementary and secondary education.
  - (23) To delegate, consistent with law, any responsibilities to the superintendent as the committee may deem appropriate.
  - (24) To address the health and wellness of students and employees.
  - (25) To establish a subcommittee of the school board or committee to decrease obesity and address school health and wellness policies for students and employees consistent with [§ 16-21-28](#).
  - (26) To annually undertake a minimum of six (6) hours of professional development as set forth and described in [§ 16-2-5.1](#).
- (b) Nothing in this section shall be deemed to limit or interfere with the rights of teachers and other school employees to collectively bargain pursuant to chapters

9.3 and 9.4 of title 28 or to allow any school committee to abrogate any agreement reached by collective bargaining.

- (c) The elected school committees of each city, town, or regional school district, or the chief executive officer of any municipality having an appointed school committee, shall have the power to bind their successors and successor committees by entering into contracts of employment in the exercise of their governmental functions.
- (d) Notwithstanding any provisions of the general laws to the contrary, the requirement defined in subsections (d) through (f) of this section shall apply. The school committee of each school district shall be responsible for maintaining a school budget which does not result in a debt.
- (e) The school committee shall, within thirty (30) days after the close of the first and second quarters of the state's fiscal year, adopt a budget as may be necessary to enable it to operate without incurring a debt, as described in subsection (d).
- (f) In the event that any obligation, encumbrance, or expenditure by a superintendent of schools or a school committee is in excess of the amount budgeted or that any revenue is less than the amount budgeted, the school committee shall within five (5) working days of its discovery of potential or actual over expenditure or revenue deficiency submit a written statement of the amount of and cause for the over obligation or over expenditure or revenue deficiency to the city or town council president and any other person who by local charter or statute serves as the city or town's executive officer; the statement shall further include a statement of the school committee's plan for corrective actions necessary to meet the requirements of subsection (d). The plan shall be approved by the auditor general and also submitted to the division of municipal finance.
- (g) Notwithstanding any other provision of law, whether of general or specific application, and notwithstanding any contrary provision of any city or town charter or ordinance, the elected school committee of any city, town and regional school district shall be, and is hereby authorized to retain the services of such independent legal counsel as it may deem necessary and convenient. Any counsel so retained shall be compensated out of funds duly appropriated to the school committee, and in no event shall the independent counsel be deemed to be an employee of the pertinent city or town for any purpose.

## History

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G.L. 1896, ch. 54, § 8; P.L. 1902, ch. 989, § 1; G.L. 1909, ch. 66, § 5; P.L. 1913, ch. 946, § 1; G.L. 1923, ch. 70, § 4; G.L. 1938, ch. 178, § 4; G.L. 1956, [§ 16-2-9](#); P.L. 1978, ch. 295, § 1; P.L. 1988, ch. 336, § 1; [P.L. 1991, ch. 44, art. 44, § 1](#); [P.L. 2005, ch. 74, § 1](#); [P.L. 2005, ch. 76, § 1](#); [P.L. 2007, ch. 303, § 1](#); [P.L. 2007, ch. 335, § 1](#); [P.L.](#)

[2007, ch. 413, § 1](#); [P.L. 2010, ch. 299, § 1](#); [P.L. 2011, ch. 151, art. 12, § 18](#); [P.L. 2011, ch. 265, § 1](#).

## Annotations

## Notes

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### COMPILER'S NOTES.

[P.L. 2011, ch. 265, § 7](#), provides: "This act shall not effect any municipality in receivership, or the Central Falls school district board of trustees established by [section 16-2-34](#)."

## Case Notes

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1. CONTRACTS.
2. BARGAINING POWERS.
3. --EVALUATION OF PROGRAMS.
4. CARUOLO ACTION UNTIMELY.

## NOTES TO DECISIONS

### 1. CONTRACTS.

Under former provisions of this section committee could not select a superintendent in advance of the first meeting after election of committee member. [In re Sch. Comm., 27 R.I. 596, 65 A. 301 \(1906\)](#).

In a declaratory judgment action brought by a town against a school committee, it was held on appeal that the school committee was prohibited from retaining independent counsel for its legal matters and was required to have the town solicitor handle its legal matters, with the town solicitor having the authority to decline representation if ethical considerations warranted. The appellate court also held that the school committee was a department of the town and, therefore, was required to abide by the town's charter, which required all legal matters for any of the town's departments, agencies, or offices to be handled by the town solicitor. [Town of Johnston v. Santilli, 892 A.2d 123, 2006 R.I. LEXIS 30 \(R.I. 2006\)](#).

School committee had the authority not to renew an administrator's contract because (1) the parties' contract, entered into pursuant to [R.I. Gen. Laws § 16-2-9\(a\)\(13\)](#) and (18) and the legislative purpose in [R.I. Gen. Laws § 16-12.1-1](#), so provided, and (2) a superintendent did not have to recommend nonrenewal. [Alba v. Cranston Sch. Comm., 90 A.3d 174, 2014 R.I. LEXIS 68](#) (R.I. May 16, 2014).

## **2. BARGAINING POWERS.**

### **3. --EVALUATION OF PROGRAMS.**

A school committee can negotiate many items with the professional and nonprofessional employees of the system, but it cannot bargain away statutory powers and responsibilities. Because evaluating the education of limited English proficient students' programs and determining whether they conform with state law and the rules and regulations promulgated by the Board of Regents for Elementary and Secondary Education requires understanding the requirements of state law, it cannot be submitted to arbitration. [\*Pawtucket Sch. Comm. v. Pawtucket Teachers' Alliance, Local 930, 652 A.2d 970 \(R.I. 1995\).\*](#)

Arbitration award entered in favor of a union was properly confirmed because the arbitrator did not act in manifest disregard of state law when he found that a school committee's decision to terminate a composition period for English teachers at a high school did not constitute an educational policy decision but rather was a workload decision that constituted a term and condition of employment. [\*N. Providence Sch. Comm. v. N. Providence Fed'n of Teachers, Local 920, 945 A.2d 339, 2008 R.I. LEXIS 50 \(R.I. 2008\).\*](#)

### **4. CARUOLO ACTION UNTIMELY.**

In the appeal brought by a city school committee and its superintendent (collectively referred to as the committee), challenging a judgment in favor of the members of the city's council, its mayor, and its director of finance (collectively referred to as the city) in a suit wherein the committee sought additional appropriations for the fiscal year of 2007-2008, pursuant to the Caruolo Act, [\*R.I. Gen. Laws § 16-2-21\*](#), in what is commonly referred to as a Caruolo action, the judgment in favor of the city was upheld since the trial justice correctly interpreted [\*§ 16-2-21.4\*](#) as requiring that a Caruolo action be brought in a timely manner from when a school committee discovers that it cannot operate in a non-deficit position while complying with its mandates and contracts. The Supreme Court held that it was contrary to the intent of the Rhode Island Legislature to allow a school committee to knowingly incur an end of the year deficit where corrective action can no longer be taken, only to be appropriated additional funds under the Caruolo Act, which was the inappropriate course of action that the committee was found to have undertaken, thus, the trial justice appropriately applied the doctrine of laches to the case. [\*Sch. Comm. of Cranston v. Bergin-Andrews, 984 A.2d 629, 2009 R.I. LEXIS 145 \(R.I. Dec. 14, 2009\).\*](#)

## **Research References & Practice Aids**

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### **CROSS REFERENCES.**

School committee members disqualified as superintendent, [\*§ 16-12-2\*](#).

## **LAW REVIEWS.**

2006 Survey of Rhode Island Law: Case: Civil Procedure: [East Providence School Committee v. Smith, 896 A.2d 49 \(R.I. 2006\)](#), see [12 Roger Williams U. L. Rev. 486 \(2007\)](#).

## **COLLATERAL REFERENCES.**

Power of school board to make appointment of, or contract of employment with, teacher or superintendent of schools for period beyond its own term. 70 A.L.R. 802; 149 A.L.R. 336.

Power of school district to employ counsel. [75 A.L.R.2d 1339](#).

Superintendent or assistant superintendent employed for definite term but whose tenure is not prescribed by law, power of board of education to remove. 91 A.L.R. 1097.

Validity, construction, and application of Family Education Rights and Privacy Act of 1974 (FERPA) ([20 USC § 1232g](#)). [112 A.L.R. Fed. 1](#).

General Laws of Rhode Island

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