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**Agenda Item**

5 messages

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**Dianne Tefft** <dianne.tefft@chariho.k12.ri.us> Tue, Jun 10, 2025 at 2:25 PM  
To: Louise Dinsmore <louise.dinsmore@chariho.k12.ri.us>, Gina Picard <gina.picard@chariho.k12.ri.us>, Angela Brasil <angela.brasil@chariho.k12.ri.us>

I am requesting that a review of Roberts Rule Of Conduct be added to the upcoming agenda for the School Committee meeting on 6/19/25. I will provide copies of this to all committee members and administrative committee members to review.

Thank you,  
Dianne Tefft  
School Committee Member

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**Louise Dinsmore** <louise.dinsmore@chariho.k12.ri.us> Tue, Jun 10, 2025 at 4:01 PM  
To: Dianne Tefft <dianne.tefft@chariho.k12.ri.us>  
Cc: Gina Picard <gina.picard@chariho.k12.ri.us>, Angela Brasil <angela.brasil@chariho.k12.ri.us>

Hi Dianne,

I have rec'd your email. Do you mean you would like to discuss our School Committee Rules of Conduct? I think you may have mistakenly written "Roberts Rule of Conduct" ....but perhaps meant just Rules of Conduct vs. Roberts Rules of Order.

Am I correct? Please advise.

Sincerely,

Louise  
[Quoted text hidden]

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**Angela Brasil** <angela.brasil@chariho.k12.ri.us> Tue, Jun 10, 2025 at 4:16 PM  
To: Louise Dinsmore <louise.dinsmore@chariho.k12.ri.us>  
Cc: Dianne Tefft <dianne.tefft@chariho.k12.ri.us>, Gina Picard <gina.picard@chariho.k12.ri.us>

Received. TY - I will wait for Dianne's response before adding to our June agenda.

[Quoted text hidden]

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**Dianne Tefft** <dianne.tefft@chariho.k12.ri.us> Wed, Jun 11, 2025 at 8:36 AM  
To: Angela Brasil <angela.brasil@chariho.k12.ri.us>

Chariho School Committee Rules of Conduct., I would also like to review the RI Code of Ethics pertaining to professional conduct, which we are also bound by. Thank you.  
[Quoted text hidden]

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**Angela Brasil** <angela.brasil@chariho.k12.ri.us> Wed, Jun 11, 2025 at 8:43 AM  
To: "Jon M. Anderson" <janderson@bskllp.com>  
Cc: Gina Picard <gina.picard@chariho.k12.ri.us>, Louise Dinsmore <louise.dinsmore@chariho.k12.ri.us>

[Quoted text hidden]

2005, ch. 76, § 1;  
2007, ch. 413, § 1;  
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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. 2009).

#### 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 School Comm.*, 27 R.I. 596, 65 A. 301, 1906 R.I. LEXIS 57 (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. 2014).

#### 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.

School's or School Official's Liability for Unfair Disciplinary Action Against Student Accused of Sexual Harassment or Assault. 34 A.L.R.7th Art. 1 (2018).

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.

### 16-2-9.1. Code of basic management principles and ethical school standards.

(a) School committees shall adopt the following code of basic management principles and ethical school standards:

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

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

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

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

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

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

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

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

(7) Conduct meetings with planned and published agendas.

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

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

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

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

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

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

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

(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 or superintendent to abrogate any agreement reached by collective bargaining.

#### History of Section.

P.L. 1988, ch. 642, § 2.

### 16-2-9.2. Joint purchasing agreements.

Notwithstanding any other law or rule, any two (2) or more school committees may establish joint purchasing agreements between and among themselves or with the Rhode Island Association of School Committees for the purpose of purchasing goods and services. The Rhode Island Association of School Committees, acting on behalf of any school committees that are members of a joint purchasing