STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: April 10, 2026)

THE PROVIDENCE TEACHERS UNION, LOCAL 958, American Federation of Teachers, AFL-CIO, on behalf of the Fifty-One Providence Teachers Listed in Exhibit A-1,	:	
Appellants,	:	
v.	:	**C.A. No. PC-2024-6060**
ANGELICA INFANTE-GREEN, in her Capacity as Commissioner of Education and Delegate of the Council on Elementary and Secondary Education under the Crowley Act, and DR. JAVIER MONTAÑEZ, in his capacity as Superintendent of the Providence Public Schools,	:	
***Respondents*.**	:	

DECISION

MATOS, J. Before the Court is an appeal of an Interlocutory Decision and Order (the Interlocutory Decision) issued on October 21, 2024 by a Hearing Officer of the Rhode Island Department of Elementary and Secondary Education. The parties have stipulated that the Interlocutory Decision be immediately appealable to this Court. Jurisdiction is pursuant to G.L. 1956 § 42-35-15. For the reasons set forth herein, the Interlocutory Decision and Order is affirmed, and the Appellants' appeal is denied.

I

Facts and Travel

A

Background

This matter concerns an appeal filed by Appellant Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter, Appellant or Union) on behalf of fifty-one nontenured, probationary teachers formerly employed by the Providence Public School District whose annual teaching contracts were not renewed for the 2024-2025 school year (the Petitioners). Ultimately, the Petitioners challenge the Hearing Officer's decision affirming an order issued by Respondent-Commissioner Angelica Infante-Green (the Commissioner) on May 29, 2024, vacating a vote of the Providence School Board (the Board). *See* Compl. Ex. 3, Commissioner's Order Re Action Taken by the Providence School Board on May 22, 2024 (hereinafter, Order to Vacate). The Petitioners maintain that the Hearing Officer was in error because the Commissioner lacked the authority to vacate a vote of the Board.

By way of background, the Paul W. Crowley Rhode Island Student Investment Initiative (Crowley Act) was introduced in 1997 to enact a comprehensive state education aid funding program based on four fundamental principles: (1) closing the inequitable resource gaps among school districts and schools; (2) closing inequitable gaps in performance and achievement among different groups of students, especially those correlated with poverty, gender, and language backgrounds; (3) targeting investments to improve student and school performance; and (4) establishing a predictable method of distributing state education aid in a manner that addresses the overreliance on property taxes to finance education. *See* G.L. 1956 § 16-7.1-1(a)(i)–(iv). The Crowley Act provides the Rhode Island Department of Elementary and Secondary Education

(RIDE) and the Council on Elementary and Secondary Education (the Council) with broad powers to intervene in the operation, budget, programming, and personnel of failing schools. *See* § 16-7.1-5.

The facts as they are relevant to this present dispute began in June of 2019, when the Johns Hopkins Institute for Education Policy published a review of the Providence Public School District (PPSD). The headline finding of the Johns Hopkins Report was that the

> "Providence Public School District [was] overburdened with multiple, overlapping sources of governance and bureaucracy with no clear domains of authority and very little scope for transformative change. The resulting structures paralyze action, stifle innovation, and create dysfunction and inconsistency across the district. In the face of the current governance structure, stakeholders understandably expressed little to no hope for serious reform." (Union's Mem. in Supp. of Pet. to Vacate Interlocutory Decision and Order (Union's Mem.), Ex. C, Excerpt from the Johns Hopkins Report, at 3.) [1]

In response to the Johns Hopkins Report, on August 8, 2019, the Commissioner issued a Proposal for Decision and Order Establishing Control Over the Providence Public School District and Reconstituting Providence Public Schools (the Proposal). *See* Certified R. at 123-246, Proposal. The Proposal summarized RIDE's years of progressive support and intervention in the PPSD's schools, outlined objective criteria by which it had been determined that those schools were failing their students, and declared that "if PPSD's schools [were] going to see meaningful, lasting improvement in educational outcomes, there must be an entirely new approach in managing

[1] The Court is permitted to take judicial notice "of facts generally known with certainty by all reasonably intelligent people in the community, and . . . of facts capable of accurate and ready determination by resort to sources of indisputable accuracy." *Colonial Plumbing & Heating Supply Co. v. Contemporary Construction Co., Inc.* 464 A.2d 741, 742 (R.I. 1983). Although the Johns Hopkins Report is not included in the record in its entirety, this document is well known throughout the Rhode Island community. For the purposes of this appeal, the Court takes notice of the existence of the Johns Hopkins Report only.

the district." *See* Certified R. at 134, Proposal at 10. The "entirely new approach" envisioned by the Proposal was a Proposed Order of Control and Reconstitution by which the Commissioner would "immediately take control over PPSD and schools within PPSD and, if necessary, reconstitute the schools[.]" (Certified R. at 123-26, Proposal at 1-4, Proposed Order of Control and Reconstitution.) The Proposal and the Proposed Order of Reconstitution and Control were drafted to explicitly track the language of the Crowley Act. *See generally* Certified R. 123-245.

Together with the Proposal, the Commissioner served Orders to Show Cause on the Mayor of the City of Providence, the Board, the Superintendent, and the Providence City Council (collectively, the Show Cause Parties), inviting these parties to appear at RIDE's offices on September 13, 2019 to show cause why the Proposal should not be entered as a Final Decision and Order. *See* Certified R. at 246, Order to Show Cause. The Show Cause Parties were also invited to submit memoranda, copies of any evidence they intended to submit at the hearing, and lists of proposed witnesses; or, if they elected not to submit such materials, to "submit a Notice of Non-Opposition[.]" *Id.* It is undisputed that the Show Cause Parties each elected to submit Notices of Non-Opposition.[2]

[2] *See* Certified R. at 249, School Board Meeting Minutes for Sep. 4, 2019 (voting 7-2 to "approve a resolution authorizing the issuance of a Notice of Non-Opposition to the Commissioner . . . along with an accompanying addendum of recommendations"); *id.* at 253-54 (Providence City Council President's Notice of Non-Opposition); *id.* at 255 (Providence City Council's Notice of Non-Opposition). Although the Certified Record contains no Notice of Non-Opposition expressly authored by the Mayor or the Superintendent, on November 1, 2019, the Mayor signed a Collaboration Agreement Regarding the Providence Public School District which provides, *inter alia*, that "in response to the Order to Show Cause, the Show Cause Parties submitted separate Notices of Non-Opposition . . . and agreed to the Proposed Order with the expectation of entering into a formal Collaboration Agreement[.]" *See* Certified. R. at 388, Collaboration Agreement; *see also* Certified R. at 251, Mayor's Statement (in which the Mayor "does not object to any of the parties who seek to intervene and who have jointly filed the motion to intervene," but is otherwise silent on the Commissioner's Proposal).

On July 23, 2019, the Council met for a public meeting at which the Mayor and thirty other members of the community voiced their concerns "on the dismal progress of the Providence Public School District[,] . . . offered their support, and expressed that they want to be involved and be part of the solution going forward." (Certified R. at 114, Council Minutes (July 23, 2019)). At that meeting, a seven Council member quorum voted unanimously that

> "the Council on Elementary and Secondary Education pursuant to its powers under R.I.G.L. §16-60-6 and, specifically, its power to assign the Commissioner certain duties, delegate to the Commissioner the Council's power and authority to take actions consistent with, and in furtherance of, RIDE's intervention in and support of the Providence Public School District, which would include, but not be limited to, assuming control of the District, the reconstitution of the Providence Public Schools and any other power (at law and in equity) available to the Council as may be authorized by law and as may be determined to be necessary and appropriate by the Commissioner." (Certified R. at 118, Council Minutes (July 23, 2019)).

B

Control and Reconstitution

Following this delegation, on October 15, 2019, the Commissioner issued a Decision Establishing Control Over the Providence Public School District and Reconstituting Providence Public Schools, as well as the Order of Control and Reconstitution. *See* Certified R. 257-385.

The Order of Control and Reconstitution provides, in pertinent part:

"ORDER OF CONTROL AND RECONSTITUTION

> "Based on the foregoing Findings of Fact, the Commissioner hereby also finds that 'after a three (3) year period of support there has not been improvement in the education of students [in the Providence Public School District ("PPSD")] as determined by objective criteria.' R.I. Gen. Laws § 16-7.1-5(a). In fact, a considerably longer period of time has transpired with extensive interventions and supports producing no measurable improvement in the educational outcomes of PPSD's students. Accordingly, the Commissioner, pursuant to her duties as Commissioner of Education as set forth in

R.I. Gen. Laws §§ 16-1-5 and 16-60-6 and pursuant to those powers delegated to her by the Council on July 23, 2019, hereby assumes control and decision-making authority over PPSD and schools within PPSD subject to the following terms and conditions:

"1. The Commissioner shall control the budget, program, and personnel of PPSD and its schools and, if further needed, the Commissioner shall reconstitute PPSD schools, which may include restructuring the individual school's governance, budget, program, personnel and/or decisions related to the continued operation of the school. The Commissioner shall exercise all the powers and authorities delegated by the Council to the Commissioner and all powers of RIDE over the budget, program and personnel of PPSD and over the individual school's governance. The Commissioner shall also have all powers and authorities currently exercised by the Providence School Board and Superintendent (Acting, Interim or Permanent), as well as all powers and authorities of the Mayor of Providence, and the Providence City Council as it pertains to PPSD and its schools.

"2. This control may be exercised in collaboration with the City of Providence. Such collaboration may be pursuant to a separate agreement.

" . . .

"5. The State Turnaround Superintendent and/or other designee(s) shall oversee the implementation of the Turnaround Plan for PPSD, provided, however, that the Commissioner shall have final decision-making authority. The State Turnaround Superintendent and/or other designee(s) shall be deemed to act in the name of the Commissioner for the purpose of carrying out Paragraph 1 of this Order and shall exercise the power to do all acts and take all measures necessary or proper upon all matters embraced by the Turnaround Plan.

". . .

"7. This Turnaround Plan shall be authorized for an initial period of five years from the effective date of this Order. The Commissioner shall then evaluate the progress of the Turnaround Plan with reference to the specific goals relating to student achievement to be articulated in the Plan, and following input by a variety of stakeholders - including, but not limited to, the City Council, the Mayor, the School Board, school leaders, educators, students, parents, families, and community members - shall decide, at her discretion, whether to continue the turnaround under an adjusted

> plan or extend the current Turnaround Plan; and the Commissioner shall make and publish any specific factual findings in support of any decision to continue the turnaround.
>
> "8. Throughout the duration of this Order, the City of Providence and the local school committee shall have all of the responsibilities set forth in R.I. Gen. Laws § 16-7.1-5, a copy of which is attached.
>
> "9. Beginning on November 1, 2019 and throughout the duration of this Order, all employees of PPSD shall report to the State Turnaround Superintendent or, in the absence of a State Turnaround Superintendent, the Commissioner." *See* Certified R. 381-85, Order of Control and Reconstitution.

On November 1, 2019, RIDE, through the Commissioner, and the City of Providence, through the Mayor, entered into a Collaboration Agreement Regarding the Providence Public School District. *See* Certified R. at 387-94, Collaboration Agreement. The Collaboration Agreement acknowledged that "RIDE ha[d] assumed full managerial and operational control and responsibility over PPSD's budget, program and personnel." *Id.* at 389. Included among the duties attributed to RIDE and the Commissioner was that "RIDE shall exercise control over the negotiation and enforcement of all contracts relating to the budget, program, and/or personnel of PPSD and its schools[,]" provided that "[t]he Commissioner and Turnaround Superintendent shall seek the advice of the Mayor with respect to all material changes to union contracts." *Id.* at 392. The Collaboration Agreement, like the Order of Control and Reconstitution, explicitly referenced the Council's delegation of authority under the Crowley Act. *Id.*

Also on November 1, 2019, the Commissioner sent a letter to the President of the Board expressing her appreciation and

> "without waiving any of [her] rights or those of RIDE under the Crowley Act or the Order [of Control and Reconstitution], and while affirming that [she] shall have control and authority over all functions of the School Board effective November 1, 2019 – including the control and supervision of PPSD's Superintendent (Acting, Interim or Permanent) and all other PPSD employees – [the

> Commissioner] hereby delegate[s] to the School Board the power and authority to continue to perform *in an advisory capacity* all those functions that the School Board had been performing prior to November 1, 2019, subject to [the Commissioner's] written approval." (Certified R. 396-97, School Board Letter.)

On that same day, the Commissioner sent a letter to the then-President of the Appellant Providence Teacher's Union, explaining that it was the Commissioner's position that the then-operative collective bargaining agreement "[did] not bind [the Commissioner] in exercising [her] powers and authorities over the PPSD," including "all the powers and authorities delegated . . . by the Council and all powers of RIDE over the budget, program and personnel of PPSD and its schools and over individual schools' governance, budget, program, personnel and decisions related to the continued operation of the individual schools." *Id.* at 399-400, Commissioner's Letter to Union.

In 2020, the Commissioner and the Union entered into a subsequent collective bargaining agreement effective from September 1, 2020 through August 31, 2023 (2020–2023 CBA). *See* Certified R. at 402-66, 2020-2023 CBA. The 2020-2023 CBA expressly acknowledges the Commissioner as "the person to whom the Rhode Island Council on Elementary and Secondary Education delegated its power and authority to take action with, and in furtherance of, its intervention and in support of the District, which includes, the powers of the Council under R.I. Gen. Laws § 16-7.1-5." (Certified R. at 410, 2020–2023 CBA, at 8.)

In June of 2023, the Commissioner and the Union executed a "Tentative Agreement Between the Providence Teachers Union, AFT Local 958 and The Commissioner of Education on Behalf of the Providence Public School District" (the Tentative Agreement). (Certified R. 468-71, Tentative Agreement.) The Tentative Agreement was effective from September 1, 2023 through August 31, 2024, and provides, in pertinent part:

> "WHEREAS, the document entitled Agreement between the Providence Teachers Union AFT Local 958 and the Providence School Board, effective September 1, 2020 to August 31, 2023 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement shall continue and remain in effect for the period of September 1, 2023 to August 31, 2024, except as expressly modified herein." (Certified R. at 469, Tentative Agreement.)[3]

C

Non-Renewal and Appeal

On May 17, 2024—within the term covered by the Tentative Agreement—the Chief Talent Officer for PPSD "sent notices to some fifty-six probationary teachers advising that, due to fiscal exigency and programmatic changes, the Superintendent would be recommending the nonrenewal of their teaching contracts to the [Providence School Board] at the Board's meeting on May 22[, 2024]." *See* Certified R. at 473, Notice of Recommendation; *see also* Certified R. at 64, Interlocutory Decision, at 6.

At the May 22, 2024 meeting of the Board, PPSD's Deputy Superintendent of Operations put forth a detailed presentation "inform[ing] the Board that the District was facing a $16 million deficit for the upcoming fiscal year and that the Superintendent's recommendation not to renew the employment contracts of the fifty-six teachers was, in part, a financial decision designed to close approximately $5 million of this anticipated budget deficit." *See* Interlocutory Decision, at 6; *see also* Certified R. 475-518, FY2025 Budget Update. During executive session, a motion was made to approve the Superintendent's recommendation of non-renewal; this vote failed by a vote of 3–4. *See* Certified R. at 521, May 22, 2024 Minutes, at 3.[4]

[3] It is undisputed that the document referenced by the Tentative Agreement is the 2020–2023 CBA, although it is mistitled in this provision.

[4] *But see* Interlocutory Decision at 6 (describing this vote as "a vote of 5 to 4").

Six days later, on May 28, 2024, Respondent-Superintendent Dr. Javier Montañez (the Superintendent) sent a letter to the Commissioner requesting that she "overturn these non-renewals." (Certified R. at 524, Superintendent's (Supt.) Letter.) Superintendent Montañez expressly noted the "June 1 statutory deadline for teacher non-renewal notification" and that a "failure to effectuate the non-renewals will either result in the district submitting an unbalanced budget with a significant deficit, or identifying deeper cuts to schools and student services that will be far more damaging to school communities." *Id.*

In response, the Commissioner issued the Order to Vacate that would eventually result in this present appeal. *See* Certified R. 526-29, Order to Vacate. Relevant to this present appeal, the Order to Vacate ordered that

> "[a]ll the non-renewal recommendations of the Superintendent presented at the PSB meeting . . . are hereby approved[.]" (Certified R. at 528, Order to Vacate.)

Thereafter, the Superintendent sent out fifty-six individual notices of non-renewal which described how he "felt required" to recommend the recipients' non-renewal "due to the fiscal exigency facing the PPSD, and the need to retain and hire teachers who are certified in certain areas in which PPSD has a critical shortage." *See* Interlocutory Decision, at 8; *see also* Certified R. at 531, Notice of Non-Renewal in Blank.[5] The non-renewal notices explained that the Commissioner vacated the Board's vote and approved the Superintendent's recommendation "pursuant to her authority as the Crowley Act delegate of the Council on Elementary and Secondary Education[.]" *See* Certified R. at 531. The notices of non-renewal also informed the

[5] The parties and the Hearing Officer have agreed to sever "the legal issue concerning the legal authority of the Commissioner under the Crowley Act, the resolution of which did not involve any disputed factual issues, from the other potentially disputed legal and factual issues that may be relevant to the pending appeals[.]" *See* Certified R. at 550, Pre-Hearing Consent Order, at 2; *see also* Compl., ¶ 14.

recipients that, pursuant to G.L. 1956 §§ 16-13-2 and 16-13-4, they had the right to a hearing before "a hearing officer to be appointed by the Commissioner," and, if not satisfied by that hearing officer's decision, that they "can appeal to the Rhode Island Superior Court." *Id.*

On June 5, 2024, counsel for the Petitioners filed a Notice of Appeal with RIDE challenging the Order to Vacate. (Certified R. at 533, Notice of RIDE Appeal; *see also* Certified R. at 2-52, Petitioners' Individual Notices of Appeal.)

The Hearing Officer heard oral arguments on October 16, 2024, and on October 21, 2024 issued the Interlocutory Decision, holding that "the challenged [O]rder [to Vacate] was within the broad powers enumerated under the Crowley Act that had been effectively delegated to the Commissioner by the Council on Elementary and Secondary Education." (Certified R. at 652, Interlocutory Decision, at 1.)

On November 8, 2024, Appellant filed the present appeal, asking this Court to determine whether the Hearing Officer's Interlocutory Decision properly concluded that the Commissioner had not exceeded her authority when she issued the Order to Vacate the May 22, 2024 vote of the Board. *See* Compl. ¶ 14. The matter, having been fully briefed, is now ripe for decision.

II

Standard of Review

The Superior Court reviews the decisions of state administrative agencies pursuant to § 42-35-15 of the Administrative Procedures Act. Section 42-35-15(g) provides:

> "The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact. The court may affirm the decision of the agency or remand the case for further proceedings, or it may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:
>
> "(1) In violation of constitutional or statutory provisions;

> "(2) In excess of the statutory authority of the agency;
>
> "(3) Made upon unlawful procedure;
>
> "(4) Affected by other error of law;
>
> "(5) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
>
> "(6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." Section 42-35-15(g).

"When reviewing an agency decision pursuant to § 42–35–15, the Superior Court sits as an appellate court with a limited scope of review." *Mine Safety Appliances Co. v. Berry*, 620 A.2d 1255, 1259 (R.I. 1993). This Court is restricted "to an examination of the certified record to determine if there is any legally competent evidence therein to support the agency's decision." *Johnston Ambulatory Surgical Associates, Ltd. v. Nolan*, 755 A.2d 799, 804-05 (R.I. 2000) (internal quotation omitted). '"The law in Rhode Island is well settled that an administrative agency will be accorded great deference in interpreting a statute whose administration and enforcement have been entrusted to the agency."' *Murray v. McWalters*, 868 A.2d 659, 662 (R.I. 2005) (quoting *In re Lallo*, 768 A.2d 921, 926 (R.I. 2001)). Such deference is appropriate "'even when the agency's interpretation is not the only permissible interpretation that could be applied."' *Id.* (quoting *Pawtucket Power Associates Limited Partnership v. City of Pawtucket*, 622 A.2d 452, 456-57 (R.I. 1993)).[6]

[6] Previously, chapters 59 and 60 of title 16 were exempt from the Administrative Procedures Act (APA). *See, e.g., Latham v. State Department of Education*, 116 R.I. 245, 249, 355 A.2d 400, 402 (1976) (citing *Jacob v. Burke*, 110 R.I. 661, 670-71, 296 A.2d 456, 461 (1972)). These exemptions from the APA were abrogated by the Legislature in 2012. *See* P.L. 2012, ch. 241, art. 4, § 4. Furthermore, G.L. 1956 § 16-39-4 now expressly provides that "[j]udicial review may be obtained by any aggrieved party as provided in chapter 35 of title 42."

"'Questions of statutory construction are reviewed *de novo*[.]'" *Mendes v. Factor*, 41 A.3d 994, 1002 (R.I. 2012) (quoting *Generation Realty, LLC v. Catanzaro*, 21 A.3d 253, 258 (R.I. 2011)). "'When construing a statute, [the Court's] ultimate goal is to give effect to the purpose of the act as intended by the Legislature.'" *Generation Realty, LLC*, 21 A.3d at 259 (quoting *D'Amico v. Johnston Partners*, 866 A.2d 1222, 1224 (R.I. 2005)) (further internal quotations omitted). The Rhode Island Supreme Court '"adhere[s] to the maxim that the plain statutory language is the best indicator of legislative intent."' *Shine v. Moreau*, 119 A.3d 1, 10 (R.I. 2015) (quoting *Marques v. Pawtucket Mutual Insurance Co.*, 915 A.2d 745, 747 (R.I. 2007)) (further internal quotations omitted).

"It is an especially well-settled principle of statutory construction that when . . . 'faced with statutory provisions that are *in pari materia*, [the Court should] construe them in a manner that attempts to harmonize them and that is consistent with their general objective scope."' *See Horn v. Southern Union Co.*, 927 A.2d 292, 295 (R.I. 2007) (quoting *State v. Dearmas*, 841 A.2d 659, 666 (R.I. 2004)) (superseded by statute on other grounds). "This is true even when 'the statutes in question contain no reference to each other and are passed at different times.'" *Id.* (quoting *State v. Ahmadjian*, 438 A.2d 1070, 1081 (R.I. 1981)).

However, "[o]nly when the statute is ambiguous will [the Court] 'apply the rules of statutory construction and examine the statute in its entirety to determine the intent and purpose of the Legislature.'" *Shine*, 119 A.3d at 10 (quoting *State v. Diamante,* 83 A.3d 546, 550 (R.I. 2014)). "It is a fundamental principle in our jurisprudence that, 'when the language of a statute is clear and unambiguous, this Court must interpret the statute literally and must give the words of the statute their plain and ordinary meanings.'" *Id.* (quoting *Diamante,* 83 A.3d at 548). "In the event that

[the Count] 'find[s] the statute to be unambiguous, [it] simply appl[ies] the plain meaning and [the] interpretive task is done."' *Id.* at 9–10 (quoting *Diamante*, 83 A.3d at 550).

III

Analysis

A

The Crowley Act

Central to this matter is the Crowley Act, codified in chapter 7.1 of title 16 of Rhode Island's General Laws. Section 16-7.1-5 provides, in pertinent part:

> "(a) The board of regents shall adopt a series of progressive support and intervention strategies consistent with the Comprehensive Education Strategy and the principles of the 'School Accountability for Learning and Teaching' (SALT) of the board of regents for those schools and school districts that continue to fall short of performance goals outlined in the district strategic plans.
>
> " . . .
>
> "(4) . . . If after a three-year (3) period of support there has not been improvement in the education of students as determined by objective criteria to be developed by the board of regents, then there shall be progressive levels of control by the department of elementary and secondary education over the school budget, program, and/or personnel. This control by the department of elementary and secondary education may be exercised in collaboration with the school district and the municipality.
>
> "If further needed, the school shall be reconstituted. Reconstitution responsibility is delegated to the board of regents and may range from restructuring the school's governance, budget, program, personnel, and/or may include decisions regarding the continued operation of the school. The board of regents shall assess the district's capacity and may recommend the provision of additional district, municipal, and/or state resources. If a school is under the board of regents' control as a result of actions taken by the board pursuant to this section, the local school committee shall be responsible for funding that school or school district at the same level as in the prior academic year increased by the same percentage

> as the state total of school aid is increased." Section 16-7.1-5 (formatting altered for clarity).

The Council on Elementary and Secondary Education is the successor entity to, and for all intents and purposes, entirely replaces, the former board of regents. *See* G.L. 1956 § 16-60-1(c) (providing that the Council is "successor to all powers, rights, duties, and privileges formerly belonging to the board of regents for elementary and secondary education, unless otherwise specified in law"); *see also* § 16-60-4(a)(8)–(9); *see also Chariho Regional School District by and through Chariho Regional School Committee v. State*, 207 A.3d 1007, 1010 n.3 (R.I. 2019). All powers provided to the board of regents by the Crowley Act are therefore understood as vested in the Council on Elementary and Secondary Education.

Section 16-7.1-5(a)(4) directs the Department of Education—that is, RIDE—to exercise "progressive levels of control . . . over the school budget, program, and/or personnel" of those schools and school districts where there "has not been improvement in the education of students as determined by objective criteria[.]" *See* § 16-7.1-5(a)(4). That control "may be exercised in collaboration with the school district and the municipality." *Id.*

In addition, the Council is given the responsibility to "reconstitute" a school or district "[i]f further needed[.]" *Id.* Such reconstitution "may range from restructuring the school's governance, budget, program, personnel, and/or may include decisions regarding the continued operation of the school." *Id.* The sequential drafting of this section, and the conditional "if further needed," make clear that the reconstitution authority provided to the Council is intended to be exercised if RIDE's progressive control has been insufficient. On its face, this section of the Crowley Act provides broad powers to both RIDE and the Council but divides the powers between them—the initial progressive control is given to RIDE, and the power to reconstitute a school is given to the Council. To "reconstitute," as it is used here, means "restructure[e] [a] school's governance, budget,

program, [and] personnel[.]" *Id.* It also entitles the Council to make "decisions regarding the continued operation of the school[,]" which, in this Court's opinion, clearly means that the Council can make decisions regarding *whether* a school should continue in operation *or not*—that is, the power to close down a school. *Id.*

B

The Commissioner's Duties

On July 23, 2019, the Council voted unanimously to "delegate to the Commissioner the Council's power and authority to take actions consistent with, and in furtherance of, RIDE's intervention in and support of the Providence Public School[s.]" *See* Certified R. at 118, Council Minutes (July 23, 2019). The powers so delegated included "assuming control of the District, the *reconstitution* of the Providence Public Schools and *any other power* (at law and in equity) available to the Council as may be authorized by law and as may be determined to be necessary and appropriate by the Commissioner." *Id.* (emphasis added).

This delegation was made pursuant to § 16-60-6. *Id.* Section 16-60-6 establishes the position of Commissioner of Elementary and Secondary Education and provides, in part, that the Commissioner "shall have the duties that are defined in this section and in this title and any other additional duties that may be determined by the council on elementary and secondary education, and shall perform any other duties that may be vested in the commissioner by law." Section 16-60-6. Thus, at the time of the Council's delegation, the Commissioner was charged with at least two sets of duties: those specifically "vested in the commissioner by law" and the duties delegated to her by the Council.

Section 16-60-6 delineates several of the Commissioner's duties, but for the purposes of this appeal, the more relevant is found at § 16-60-6(9)(viii). To wit:

> "In addition to the general supervision of the department of elementary and secondary education and the appointment of the several officers and employees of the department, it shall be the duty of the commissioner of elementary and secondary education:
>
> " . . .
>
> "(9) To supervise the following specific functions:
>
> " . . .
>
> "(viii) To interpret school law and to decide any controversies that may be appealed to him or her from decisions of local school committees." Section 16-60-6(9)(viii).

Moreover, § 16-60-6 is not the only section where the General Assembly codified the Commissioner's duty to interpret school law: G.L. 1956 § 16-1-5(10) also provides that "[i]t shall be the duty of the commissioner of elementary and secondary education . . . [t]o interpret school law and to decide such controversies as may be appealed to the commissioner from decisions of local school committees." Section 16-1-5(10).

Both the Rhode Island Supreme Court and the Federal District Court for the District of Rhode Island have recognized commissioners' appellate authority and prerogative to interpret school law. *See Asadoorian v. Warwick School Committee*, 691 A.2d 573, 577-79 (R.I. 1997) (wherein commissioner interpreted the Teachers' Tenure Act, chapter 13 of title 16); *see also Pawtucket School Committee v. Pawtucket Teachers Alliance*, 610 A.2d 1104, 1105 (R.I. 1992); *Henry v. Earhart*, 553 A.2d 124, 126 (R.I. 1989); *Davis v. Rhode Island Board of Regents for Education*, 121 R.I. 475, 476 n.5, 399 A.2d 1247, 1248 n.5 (1979); *accord, Audet v. Board of Regents for Elementary and Secondary Education*, 606 F. Supp. 423, 428 (D.R.I. 1985).

Further, the Rhode Island Supreme Court has made it clear that the word "supervise," as it is used in § 16-60-6(9)(viii), entitles the Commissioner to *delegate* her authority to subordinates,

particularly when acting in an appellate capacity. In *Jacob v. Board of Regents for Education*, 117 R.I. 164, 365 A.2d 430 (1976) while considering an earlier version of § 16-1-5, our Supreme Court wrote:

> "Whatever the situation might have been then, the statute now makes it clear that the commissioner is empowered to 'supervise' the interpretation and deciding of 'such controversies as may be appealed to him from decisions of local school committees.' . . . Prior to the 1973 amendment the commissioner was charged with the sole responsibility of deciding controversies that found their way to him. Section 16-1-5(j). It is obvious from the amendment that the commissioner can designate his assistants to preside and decide disputes which had their inception at the municipal level." *Jacob,* 117 R.I. at 171, 365 A.2d at 434 (internal citations omitted).

Although "school law" is not expressly defined anywhere in title 16, certain sections illuminate which kinds of laws the Commissioner is empowered to interpret. For example, G.L. 1956 § 16-39-1 provides, in part, that "[p]arties having any matter of dispute between them arising under *any law relating to schools or education* may appeal to the commissioner of elementary and secondary education who . . . shall examine and decide the appeal without cost to the parties involved." *See* § 16-39-1 (emphasis added); *see also* § 16-39-2 ("Any person aggrieved by any decision or doings of any school committee or in any other matter arising under any law relating to schools or education may appeal to the commissioner . . . .").

C

The Commissioner's Interpretation

The basis of the Petitioners' appeal is that the Commissioner exceeded her authority when she vacated the Board's May 22, 2024 vote not to approve the Superintendent's recommendation to not renew the Petitioners' contracts. *See* Compl. ¶ 14; *see also* Union's Mem. 6-22. In turn, the Respondents argued that the Commissioner was within her statutory powers to vacate that vote

because the Board enjoyed only an *advisory* role. *See* Comm'r's Mem. 14-16; Supt.'s Mem. 14-16.

The Hearing Officer—who was at the time interpreting school law under the Commissioner's "supervision"—found the Respondents' position persuasive, holding that "it is clear that other than the *advisory* authority specifically referenced in subsections (b)(1) through (b)(5) [of § 16-7.1-5.1], *any* Board authority must be specifically delegated by the Commissioner or the Council for as long as the PPSD Turnaround Plan . . . remains in effect." *See* Certified R. at 670-71, Interlocutory Decision, at 19-20.

Section 16-7.1-5.1 is an amendment to the Crowley Act enacted in 2022 during the pendency of—and in response to—the Order of Control and Reconstitution and the PPSD Turnaround Plan. *See* § 16-7.1-5.1(a) (referencing the Turnaround Plan), and (c)(1) (referencing the Order of Control and Reconstitution). Subsection (b) of § 16-7.1-5.1 concerns the Providence School Board's powers and duties, and provides, in pertinent part:

> "(b) Effective March 1, 2023, and for the duration of the turnaround, the Providence school board shall meet at least monthly, and more frequently if necessary, to provide public input of district performance and implementation of turnaround strategies. The Providence school board shall have, at a minimum, the following powers and duties:
>
> > "(1) To review and advise the commissioner on the appointment of senior school district administrators, provided that the Providence school board shall not have the authority to appoint senior school district administrators so long as the turnaround plan is in effect;
> >
> > "(2) To advise the commissioner on districtwide policy, provided that the Providence school board shall not have the authority to establish districtwide policy so long as the turnaround plan is in effect;
> >
> > "(3) To review progress toward annual performance measures;

> "(4) To receive feedback from stakeholders on the implementation of the turnaround plan;
>
> "(5) To establish appropriate advisory committees as needed to provide guidance on the implementation of the turnaround plan; and
>
> "(6) Any other duties delegated to the Providence school board by the commissioner or the council on elementary and secondary education (the "council")." Section 16-7.1-5.1(b).

The Hearing Officer found that these sections provide the Board with advisory powers only, except for "[a]ny other duties delegated" by the Commissioner. *See* Certified R. at 670, Interlocutory Decision, at 19.

D

Renewal of Contracts

Tenured teachers who have completed a period of probationary employment cannot be dismissed except "for good and just cause" and "shall not be subject to annual renewal or nonrenewal of their contracts." G.L. 1956 § 16-13-3. However, the Petitioners are nontenured teachers; thus, they remain subject to annual renewal or nonrenewal of their contracts. *See id.*

Section 16-13-2(a) concerns the annual contractual basis by which nontenured, probationary teachers are employed, and provides:

> "Teaching service shall be on the basis of an annual contract, except as hereinafter provided, and the contract shall be deemed to be continuous unless the governing body of the schools shall notify the teacher, in writing, on or before March 1, that the contract for the ensuing year will not be renewed. If the dismissal or nonrenewal is based on fiscal exigency or program reorganization, the governing body shall notify the teacher on or before June 1 of the school year immediately preceding the school year in which the dismissal or nonrenewal is to become effective. Provided, however, that a teacher, upon request, shall be furnished a statement of cause for dismissal or nonrenewal of his or her contract by the school committee; provided further, that whenever any contract is not

> renewed, or the teacher is dismissed, the teacher shall be entitled to a hearing and appeal pursuant to the procedure set forth in § 16-13-4." Section 16-13-2(a).

Further, when a teacher is "dismissed," § 16-13-4 requires the governing body of the schools to provide a "statement of cause for dismissal . . . to the teacher, in writing," and entitles a dismissed teacher to a hearing before the school committee or board, an appeal of that hearing to the commissioner, and ultimately an appeal to the Superior Court. *See* § 16-13-4.

It is pursuant to these sections that the Petitioners' contracts were not renewed, and the Petitioners argue that when these sections are considered together with G.L. 1l56 §§ 16-12-6, 16-2-9, and 16-7.1-5, the only "logical and consistent reading" is that the Crowley Act did not invalidate the Board's authority to hire and terminate personnel. *See* Union's Reply Mem. at 5.

Respondents, on the other hand, argue that the phrase "governing body"—as opposed to "school committee" or "board"—indicates that the Legislature anticipated that the governing body of a school would be an entity *other* than the school committee or board, and that the governing body when Petitioners' contracts were not renewed was RIDE. *See* Comm'r's Mem. at 20; *see also* Supt.'s Mem. 24-25. All parties debate whether chapter 13 of title 16, the Teachers' Tenure Act, or chapter 7.1 of title 16, the Crowley Act, contains the more specific, and therefore controlling, legislation.[7]

The Petitioners also direct the Court's attention to § 16-2-9, arguing that the non-renewal of probationary teachers' contracts falls within "care, control, and management" authority provided to school committees. *See* Union's Mem. 6-10. Section 16-2-9 attributes many rights

[7] "Wherever a general provision shall be in conflict with a special provision relating to the same or to a similar subject, the two (2) provisions shall be construed, if possible, so that effect may be given to both; and in those cases, if effect cannot be given to both, the special provision shall prevail and shall be construed as an exception to the general provision." G.L. 1956 § 43-3-26.

and responsibilities to school committees, and provides, in pertinent part, that "[u]nless the responsibility is otherwise delegated by this chapter, the entire care, control, and management of all public school interests . . . shall be vested in the school committees of the several cities and towns." Section 16-2-9(a). Nowhere, however, does that section address the non-renewal of probationary teachers' contracts. *See id.*

Section 16-2-9 is not, however, the only statute to discuss a school committee's "care, control, and management" of a public school's interests: § 16-2-18 *also* shares this language, but, dispositively, further provides that

> "[i]t is provided that, with the exception of the selection of the superintendent, *the selection and appointment of teachers and other school department personnel shall be made by the superintendent with the consent of the school committee*." Section 16-2-18 (emphasis added).

This language clearly and unambiguously provides *express* statutory support for the Hearing Officer's conclusion that the Board's role in the selection and appointment of teachers is *advisory*—the position the Commissioner has openly maintained since at least 2019. *See* Order of Control and Reconstitution, at 2; School Board Letter, at 1-2; Order to Vacate, at 1. In that advisory capacity, the school committee is, of course, entitled to provide or withhold its consent, but that privilege *does not* entitle the Board to select or appoint teachers. *Cf. Alba v. Cranston School Committee*, 90 A.3d 174, 182 (R.I. 2014).

Apart from § 16-2-18, the General Assembly makes it clear elsewhere that the Superintendent is the determinative voice in the hiring of teachers. Section 16-2-11.1(a)(1), concerning the general powers and duties of school principals, provides, in part, that "it shall be the duty of the principal . . . to recommend the hiring of all teachers . . . and other personnel

assigned to the school, consistent with district personnel policies . . . and budgetary restrictions, and *subject to the approval of the superintendent.*" Section 16-2-11.1(a)(1) (emphasis added).

Furthermore, both §§ 16-2-11.1(a)(1) and 16-2-18 clearly mandate that neither school committees nor principals are permitted to exceed a school's budget. Immediately preceding the language expressly directing that the Superintendent shall select and appoint teachers, § 16-2-18 provides that

> "[i]f, in any fiscal year a school committee is notified that estimated expenses may exceed total available appropriations, the school committee shall adopt and implement a plan to maintain a balanced school budget, which plan shall provide for continuous regular public school operations consistent with the requirements of § 16-2-2; provided, that in no fiscal year shall a deficit be permitted for school operations." Section 16-2-18.

The record reflects that the Providence School District was facing a budget deficit somewhere in the area of $15 million at the time of the May 22, 2024 meeting of the Board. *See* Certified R. at 478, FY2025 Budget Update, at 4. According to the Superintendent, the Petitioners' contracts were not renewed to address this shortfall. *See e.g.,* Certified R. at 524, Supt.'s Letter (providing that his "recommendation to non-renew these teachers . . . was necessary in order to balance the budget for the upcoming year"); *see also* Certified R. at 531, Notice of Non-Renewal in Blank (describing Petitioners' non-renewals as "due to the fiscal exigency facing the PPSD").

According to the Crowley Act, the Council was empowered to "reconstitute" a school or district by "restructuring the school's governance, budget, program, [and] personnel," up to and including shuttering a school completely. *See* § 16-7.1-5(a)(4). The Council authorized the Commissioner to exercise its Crowley powers when it delegated them pursuant to § 16-60-6, and the Commissioner has interpreted that delegation to entitle her to exercise, *inter alia*, all powers and duties of the Board and Superintendent. *See* Certified R. at 86-87, Order of Reconstitution

and Control, at 1-2. The authority to make such a determination is left to the Commissioner by the General Assembly, as well as the authority to delegate that interpretive function to her subordinates. *See, e.g.,* §16-60-6(9)(viii).

Accordingly, the Hearing Officer committed no reversible error when he denied the Petitioners' appeal in the Interlocutory Decision and Order.

E

Deference

Petitioners also question the amount of judicial deference that is appropriate for this Court to show the Commissioner or the Hearing Officer's interpretation of the relevant statutes, arguing that the *Chevron* doctrine was overruled by the United States Supreme Court in 2024. *See* Union's Reply Mem., at 2-3 (citing *Loper Bright Enterprises v. Raimondo*, 603 U.S. 369, 412-13 (2024) (overruling *Chevron, U.S.A., Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S. 837 (1984)).

Although the Rhode Island Supreme Court has, from time to time, made reference to *Chevron* when discussing judicial deference to an administrative agency—*see, e.g., Town of Warren v. Bristol Warren Regional School District*, 159 A.3d 1029, 1038 (R.I. 2017)—in this case *Chevron* is immaterial. Any deference shown by this Court to the Commissioner's interpretation of the Crowley Act is not rooted in the *Chevron* doctrine but in the principles governing review of administrative and the appropriate statutory framework. *See, e.g.,* § 16-60-6(9)(viii).

The General Assembly—at the very least—*acknowledged* the Order of Control and Reconstitution in our General Laws when it enacted § 16-7.1-5.1(c)(1), which provides, in part, that "[t]he order of reconstitution and control, issued October 15, 2019, shall be authorized for a period of not more than five (5) years from issuance." *See* § 16-7.1-5.1(c)(1). As the parties have

correctly observed, the "Legislature is presumed to know the state of existing relevant law when it enacts or amends a statute." *Narragansett Food Services, Inc. v. Rhode Island Department of Labor*, 420 A.2d 805, 808 (R.I. 1980). Although the enactment of § 16-7.1-5.1(c) does not, of course, transform the Order of Control and Reconstitution into "law," in amending the Crowley Act as it did the General Assembly did not undo the Commissioner's interpretation thereof, despite its authority to so. Rather, it provided the Board with certain advisory powers, § 16-7.1-5.1, which, in fact, support the Commissioner's, as well as the Hearing Officer's, interpretation.

IV

Conclusion

Accordingly, pursuant to the foregoing analysis, the Interlocutory Decision and Order is *affirmed*. Appellants' appeal is *denied*.

RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE:	**The Providence Teachers Union, Local 958, et al. v. Angelica Infante-Green, et al.**
CASE NO:	**PC-2024-6060**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**April 10, 2026**
JUSTICE/MAGISTRATE:	**Matos, J.**
ATTORNEYS:	
For Plaintiff:	**John J. Desimone, Esq.**
For Defendant:	**Nicole J. Benjamin, Esq.** **Charles A. Ruggerio, Esq.**