

From: [MAMBRO MARTIN, Gayle](#)
To: [Amanda Lucas](#)
Subject: FW: [REDACTED] - Post Retirement Employment
Date: Thursday, July 02, 2015 10:46:11 AM

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From: [REDACTED]
Sent: Monday, June 29, 2015 10:51 AM
To: MAMBRO MARTIN, Gayle
Subject: Re: [REDACTED] - Post Retirement Employment

Thank you for your response.

Do you know how many days to date she has worked? And if the school committee chooses to expended her contract for a month, can she work for free if she has already completed her 90 days? Thank you so much for helping find out this information.

In a message dated 6/29/2015 10:40:04 A.M. Eastern Daylight Time, gmambro@ersri.org writes:

Dear Ms. [REDACTED],

Post retirement employment of teachers is governed by Rhode Island General Law 16-16-24. A teacher member of the Employees' Retirement System of Rhode Island who retires and returns to employment can do so without interruption of their pension benefits for 90 full days or 180 half days in a school year. A school year is generally September 1 through August 31 of the following year. The retired teacher can either substitute teach or fill a vacant position. If filling a vacant position, the employer must provide a good faith letter indicating they made a good faith effort to fill the position with a non-retiree.

As you may know, [REDACTED] has been participating in post-retirement employment since 2010. Since that time, she has submitted post retirement employment reporting forms. Some of the forms indicate that she participated in substitute teaching and while

others indicate she filled a vacant position. Our records indicate she stayed within the 90 full day limitation for these years. For any time period that she filled a vacant position, we have received good faith letters. Should any of the good faith letters be retracted, [REDACTED] pension benefit will be suspended.

Should [REDACTED] continue to participate in post-retirement employment filling a vacant position, in order to avoid an interruption of her pension benefits, she would need to stay within the 90/180 day limitation for this school year and the employer will need to provide a good faith letter.

Should you have additional questions, please contact me.

Thank you.

Gayle

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From: [REDACTED]
Sent: Friday, June 26, 2015 4:51 PM
To: ERSRI Communications
Subject: legal question

Hello,

My name is [REDACTED], I am a member of the Little Compton School Committee. Our current superintendent [REDACTED] is retired, her contract is up on June 30. We started our good faith search in March, due to a lot of feet shuffling, we have not done any interviews yet. We are having a special meeting on Tuesday June 30 at 4, one of the agenda items is to extend her contract for no more than 30 days or until a new contract is made. Is it legal to renew her contract for 30 days? and what portion of her 90 day limit would be allowed within that time? Also, what recourse do I have as a member of a committee if I feel a good faith search has not been done?

Thank you very much

[REDACTED]