

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

JANE U. DOE

V.

WOONSOCKET SCHOOL
COMMITTEE

DECISION

Held: Student Doe failed to demonstrate that she had fulfilled graduation requirements or to establish a basis on which the school committee should be estopped from imposing its requirements on her.

DATE: August 13, 1993

Travel of the Case

This matter was appealed to Commissioner Peter McWalters on June 4, 1993. Since the issue involved the appellant's eligibility to graduate from Woonsocket High School, and graduation ceremonies were scheduled for June 11, 1993, the matter was expedited for hearing on June 7, 1993. The need for additional witnesses, who were not present at the hearing, required a continuation of the proceedings to the following day, June 8, 1993. On June 8, 1993 the appellant and the school committee agreed that the appellant could fulfill graduation requirements by attending summer school for senior English. The appellant thereupon decided she would not press her appeal at that time. Subsequently, on June 23, 1993, the appellant requested to proceed with the hearing, and the matter was then heard on July 16, 1993.

The record in this case closed on July 29, 1993 upon receipt of the transcript.

Findings of Relevant Facts

- During the 1992-1993 school year Student Doe was enrolled as a senior at Woonsocket High School.
- Because of a pre existing back injury which was aggravated by the appellant's pregnancy during her senior year, she was placed on home tutoring, following a written request for such a program by her physician. S.C. Ex. 4.
- On January 11, 1993 Student Doe, her assigned homebound tutor, and the Director of Special Education for Woonsocket schools, Jeannette Roof-Rothwell all signed a homebound Individualized Education Program. S.C. Ex. 9.
- The homebound "IEP" provided for tutorial services for Student Doe at a level of four (4) hours per week during the second semester. It called for Student Doe to complete her year long course in recording-keeping (1.0 credit) and

- obtain a possible .5 credit each in English, United States history, and Reading.
- The January 11, 1993 homebound IEP did not provide for Student Doe to make up incomplete work from first semester or be given opportunity to improve any failing grades she received for the first semester of the 1992-93 school year. S.C. Ex.9.
 - Assuming Student Doe successfully completed the homebound instructional program and obtained the credits specified, she would still need an additional .5 credits in English, U.S. History, and Reading to fulfill graduation requirements. S.C. Ex. 1 and 9.
 - The January 11, 1993 homebound IEP indicated that Student Doe would obtain these additional credits by attending the high school for an additional semester in the 1993-1994 school year. S.C. Ex. 9.
 - In the beginning of March 1993 Student Doe's tutor called her guidance counselor to see if there was a possibility for Student Doe to make up first semester work, and earn the additional credits so that she could graduate with her class in June, 1993. Tr. Vol. II pp. 33-34.
 - The tutor was told that the necessary permission for this change needed to be received from Mr. Vangel, Acting Director of Special Education.¹ Tr. p.34.
 - The Director of Guidance, Mr. Maloney, proceeded to obtain signatures from Student Doe's teachers on documents intended to facilitate the process of obtaining the permission for the requested program change. (Tr. Vol. II pp 34-37). (Appellant's Ex. D-1 through D-4)
 - From the first week in March through approximately April 19, 1993 Student Doe was tutored ten (10) hours per week. She also made up many of the assignments she had missed or failed in her first semester courses. Tr. Vol. II p. 35.

¹Ms. Roolf-Rothwell was on maternity leave from February 1993 to sometime in mid April of this year.

- On April 19, 1993, the Director of Special Education, Ms. Roof-Rothwell circulated a memorandum to Mr. Chmiel, Principal at the high school, Student Doe, her tutor, and her guidance counselor (S.C. Ex. 11).
- This memorandum confirmed the prior IEP's stipulation that "via tutoring (Student Doe) has the opportunity to earn half-year credits for the half year she is being tutored." The only exception to this was Record-keeping, a course for which she had already completed most of the first-semester's work as well. S.C. Ex. 11.
- At this same time, the Director of Special Education directed the homebound tutor to reduce the level of tutoring services to the student to no more than five (5) hours per week. (S.C. Ex. 10).
- During the course of her tutoring program in the second semester, Student Doe completed all coursework necessary to obtain credit for the full year (not just the .5 credit as indicated in the January 11, 1993 IEP) in U.S. History and Reading. (Stipulation Tr. Vol. II p.41)
- Student Doe did not obtain .5 credit for the first semester of English. S.C. Ex. 13.
- Student Doe was never administered an exam for her first semester in English. Tr. Vol. I p.8 and 11.
- Numerous requests were made by Student Doe's tutor to her guidance counselor to be provided with any additional work that was needed for the student to complete first semester course work, including the final exam in English. No work, other than second semester assignments, was received from Student Doe's English teacher. (Tr. Vol. II pp. 27-29)

Decision

Student Doe, appearing pro se, argues that she should be awarded the half credit for first semester English or permitted to receive her diploma despite this shortage of earned credits. In her view, once a decision was made to give her the opportunity to make up first semester assignments, and exams, and she proceeded

to complete all the additional work forwarded by her teachers, any neglect in completing the required coursework in English is attributable to the teacher. In this case, then, she views any deficiency in first semester coursework and resulting credit shortage, to be the fault of her English teacher. As Student Doe testified, had she been forwarded any additional assignments, or been given the exam to take, she would gladly have done so. Her teachers in both History and Reading cooperated in this regard. She is aware that the request for such additional work was made by her tutor, and she is at a loss to understand why such material was not forthcoming. Her frustration is understandable in light of the fact that it was this half-credit which prevented her from attending what she viewed as a very important occasion in her life -- high school graduation with her class.

We can understand the frustration of Student Doe, who despite the birth of a child during the school year was intent on doing whatever she could to complete her coursework and graduate from Woonsocket High School. Remarkably, and with the support and guidance of her assigned tutor, Student Doe came so very close to obtaining enough credits for graduation this June-- obtaining excellent grades in the process. However, the record of this case clearly establishes that Student Doe is .5 credit short of credits required for graduation. Further, we find that she has not demonstrated that the school committee should be estopped from applying these credit requirements to her.

The initial homebound IEP, signed by all parties, including Student Doe and her tutor, did not give this student the opportunity to make up incomplete work or improve the failing grades she had received in History and Reading during the first semester.² The decision to limit this student's ability to earn credits for second semester only (except for Record-keeping) was a reasonable administrative decision, given the numerous absences³ Student Doe had during the first semester. The fact that Student Doe was able to successfully complete much of her first semester course work without attending classes for this period does not alter the legitimacy of this initial decision. High school is not a correspondence course, and reasonable attendance requirements most times are conditions to receipt of course credit.

Given that this limitation to the number of credits she could obtain through her second semester tutoring program existed, neither her guidance counselor, nor any of her teachers were under any obligation to supply Student Doe with additional assignments or exams for first semester credits.

What is unfortunate, is that the efforts made in March to change the IEP's conditions resulted in Student Doe's impression that the administration had changed its position on her ability to obtain first semester credit. It clearly had not. There is no definitive writing changing the terms of the homebound tutoring program.

² At the time of the IEP's development it appeared from her grade report that Student Doe had earned a passing grade of 70 for English for the second quarter. The school department attempted to show that Student Doe did not receive a grade of 70 but that this was a computer error which was corrected on her final grade report issued June 9, 1993 (S.C. Ex. 13).

³ Fifty-nine (59) days total in the first semester. Many of these absences occurred prior to the doctor's note submitted December 15, 1992, which requested homebound tutoring.

As soon as she returned from maternity leave sometime in April, 1993, the Director of Special Education, Ms. Roof-Rothwell took immediate steps to reaffirm the tutoring plan and Student Doe's graduation status. What occurred was a four to five week period of confusion during which Student Doe and her tutor intensified their efforts and with the cooperation of some (but not all) of the teachers made up a significant amount of first semester work. There is no evidence of anything more than temporary acquiescence by the guidance department in this arrangement. We do not find, on the facts contained in this record, that this provides a basis on which the school department should be estopped from relying on the January 11, 1993 IEP.

The record shows that the School Committee has nonetheless permitted Student Doe to accrue the additional credits she earned in History and Reading. Because of the credit deficiency with regard to first semester English (be it in the assignments for the second quarter or the exam for the first semester⁴) Student Doe was still ineligible to receive her diploma in June, 1993.⁵

For the foregoing reasons, her appeal is denied and dismissed.

⁴ We are still unconvinced that the second quarter grade shown on Student Doe's final grade report, "0", is correct.

⁵ We would note that Student Doe was permitted the opportunity to fulfill graduation requirements by attaining the .5 English credit in summer school. The doctrine of "accord and satisfaction" has not been raised to preclude our review of this matter, however.

Kathleen S. Murray
Kathleen S. Murray
Hearing Officer

Approved:

Peter McWalters
Peter McWalters, Commissioner

August 13, 1993
Date