

STATE OF RHODE ISLAND  
AND  
PROVIDENCE PLANTATIONS

COMMISSIONER OF EDUCATION

JOHNSTON SCHOOL COMMITTEE

V.

TOWN OF JOHNSTON

DECISION

Held: School Committee is entitled to  
recover \$774,972.

May 25, 1995

The question before us is whether the additional funds requested by the Johnston School Committee are in fact required to enable the committee to comply with applicable law, including requirements of the Basic Education Plan (BEP) and to fund contractual obligations arising from collective bargaining contract and other contracts needed to provide services required by law. Exeter-West Greenwich Regional School District v. Exeter-West Greenwich Teacher Association, 489 A.2d 1010 (R.I. 1985).

This matter was postponed a number of times at the request of the school committee in order to enable it to attempt to work out funding arrangements with the town by reducing the committee's budget.

We find that the school committee has made strenuous and successful efforts to reduce its budget over the course of the fiscal year. During this year the committee has trimmed over \$795,000 from its initial request. At present the school committee argues that it needs \$774,972 to pay for required school expenditures for the rest of this year.

The hearing in this case was recessed on several occasions to enable the town to examine all school committee records and documents relating to the financial impasse. The committee was required to make a person available to explain all school documents which might be examined.

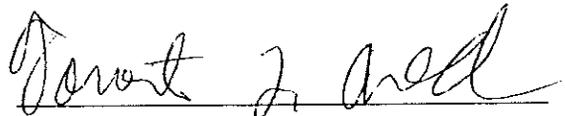
In its brief the town has failed to identify a single item in the school committee's budget which it feels the school committee could cut. This is in spite of having full access to all committee records and having the opportunity to extensively and rigorously cross-examine the Superintendent of Schools. Since it was evident at the hearing that the town had able legal representation and skilled financial advice it is apparent that the school committee budget must now be at a rock bottom minimum. The only argument that the town made in an effort to reduce the amount needed to operate the schools was to argue that the school

committee's delay in asking for a hearing allowed expenditures to be made which are now beyond recall. We cannot accord this argument much weight since it was the force of representations made by the town that caused the delay in requesting a hearing. While the present administration may not be at fault it must be bound by the decision of its predecessor. The school committee believed that it had reached a settlement with the town but instead it found the town counsel insisting on another \$1,500,000 in budget cuts. It was at this point that the school department re-activated its request for a hearing.

Based upon the record before us we see no additional sums by which the school committee's budget may be reduced. Despite a full and fair opportunity to do so the town of Johnston has not pointed out any areas where the school committee could lawfully make further budget reductions. We are therefore constrained to find that the school committee of Johnston is entitled to recover the additional sum of \$774,972 to enable it to comply with applicable contracts, laws and regulations.

#### Conclusion

The town of Johnston is required to pay the additional sum of \$774,972 to the school committee of Johnston to continue the operations of the public schools.

  
Forrest L. Avila, Hearing Officer

Approved:

  
Peter McWalters, Commissioner

May 25, 1995  
Date