

0018-99

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER
OF
EDUCATION

IN RE:

WARWICK V. WEST WARWICK
Parents of Student A. Doe

DECISION

The petition of Warwick for reimbursement
is denied and dismissed.

DATE: July 19, 1999

Background

This is a residency dispute between Warwick and West Warwick. Warwick contends that either West Warwick or the parents of Student A. Doe should pay for the cost of Student Doe's placement at Meeting Street School.

Findings of Fact

1. At all relevant times, Mr. and Mrs. Doe, and their two children, were living in the town of West Warwick. They lived in a dwelling they had purchased in September 1991, and lived there until October 1997.
2. The Doe's have two children. At the time of this hearing Student A. Doe was 5 and Student B. Doe was almost 4.
3. In 1995 the birth of their second child caused the Doe's to place their home on the market so that they could buy a larger dwelling.
4. Mrs. Doe did per diem work in the Warwick school system.
5. In June of 1995 the Doe's signed a purchase and sales agreement for a home in Warwick. This home was wheelchair accessible, which would be of help to Student A. Doe. The home was also close to Mrs. Doe's parents.
6. Although Mrs. Doe was at first reluctant to start Student A. Doe in school, the workers at the Warwick Early Intervention Program encouraged Mrs. Doe to take this step. Student A. Doe was only three years old.
7. An employee of the Warwick Early Intervention Program encouraged Mrs. Doe to "just come up with a Warwick address, even if it's just temporary until you move

- to [Warwick], because then you won't have to beebop around from school system, start with one and then have to change in three months or two months.”
8. Mrs. Doe decided to use an address in Warwick. The person who lives at this address, Mrs. X, was, at the time of this hearing, 92 years old. She had been a friend of Mrs. Doe's mother since before Mrs. Doe was born. Mrs. Doe visits frequently and gives care to Mrs. X.
 9. As matters turned out, the sale of the Doe's Warwick property fell through. By then Student A. Doe was enrolled in the Warwick Early Intervention Program. This program placed Student A. Doe at the Meeting Street School.
 10. Student A. Doe was picked up at Mrs. X's home in Warwick and transported to Meeting Street School by the Warwick school system. Student A. Doe never slept at Mrs. X's address.
 11. Eventually the Doe's moved to Cranston and the Cranston School Department assumed responsibility for Student A. Doe's placement at the Meeting Street School.
 12. The employee of the Warwick school system who signed Student A. Doe's IEP knew that the Doe's were living in West Warwick and that they hoped to move very shortly into Warwick.
 13. Warwick contends that since this student was not a resident of Warwick for school purposes, either Student Doe's parents or West Warwick should pay Warwick \$30,397 for the cost of Student Doe's placement at the Meeting Street School.

Conclusions of Law

It is clear that West Warwick would have been responsible for educating this student if the student had ever sought admission to the West Warwick public school system:

16-24-1. Duty of school committee to provide special education. – (a) In any city or town where there is a child within the age range as designated by the regulations of the state board of regents for elementary and secondary education, who is either mentally retarded or physically or emotionally handicapped to such an extent that normal educational growth and development is prevented, the school committee of the city or town shall provide the type of special education that will best satisfy the needs of the handicapped child, as recommended and approved by the state board of regents for elementary and secondary education in accordance with its regulations.

The problem in this case is that West Warwick was never asked to provide education to Student A. Doe. Instead the servants and employees of the Warwick public schools gave the Doe's the right to enroll in the school of Warwick before the Doe's had become residents of Warwick for school purposes. In doing this they did nothing illegal. The school residency law states: "Nothing contained herein shall be construed to prohibit a town in its own discretion from enrolling a child within its school system before a child has established technical residency within the town." G.L. 16-94-2. Under these circumstances we can see no reason for West Warwick to be liable. West Warwick did not discourage the Doe's from enrolling in West Warwick and did not encourage the Doe's to enroll Student A. in the Warwick system before Student A. was a technical resident of Warwick.

We can see no reason for imposing any liability against the Doe's in this case. First of all, we are aware of no Rhode Island law which requires reimbursement in cases

of this nature. The Doe's were open about the fact that they were not yet residents of Warwick before Warwick officially accepted Student A. Doe into the Warwick school system. Furthermore, federal law requires that a free appropriate public education be made available to Student A. Doe. 20 U.S.C. 1400, et seq.

Conclusion

The petition of Warwick for reimbursement is denied and dismissed.

Forrest L. Avila, Hearing Officer

APPROVED:

Peter McWalters, Commissioner

DATE: July 19, 1999