

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER
OF
EDUCATION

Smithfield School Committee

v.

Newport School Committee

DECISION

Held: This case is based on the state's Group Home Reimbursement law R.I.G.L. 16-64-1.1. All issues in this case have been resolved except for one which relates to a student, MM, who has reached the age of majority. As the law imposes no termination of reimbursement liability when a student turns 18, we conclude that Smithfield must reimburse Newport in the sum of \$11,860.71 for the education of MM. All other disbursements are to be made in accordance with the agreement reached between the parties.

DATE: May 1, 2001

Travel of the case

In this case Smithfield and Newport are seeking reimbursement from each other for educating certain students accommodated in group homes located in their respective towns. These students have parents living in Newport or Smithfield. With commendable diligence the parties have resolved all issues in this case except for one which relates to a student, MM, who has reached the age of majority. This case is based on the state's Group Home Reimbursement law.¹

Issue

The parties pose the remaining issue in these terms:

Newport contends that it is entitled to reimbursement for the additional sum of \$11,860.71 from the town of Smithfield for the education of student MM, because student MM is assigned to a group home in Newport under the jurisdiction of the Family Court through DCYF; Smithfield contends that when student MM reached the age of majority, she became emancipated and she established her own residency and the residence of the parents was no longer controlling. Both municipalities request the decision of the commissioner on this issue.

The record in this case shows that MM was born on June 14, 1982 and that she turned 18 in the year 2000.

Discussion

Smithfield directs our attention to that portion of R.I.G.L. 16-64-1 that states:

An emancipated minor shall be deemed to be a resident of the town wherein he or she lives.

Smithfield argues that this student is now a resident of Newport for school purposes, and that Newport is therefore not entitled to further reimbursement for MM's education after the date she turned 18.

It is clear to us however that that portion of R.I.G.L. 16-64-1 which deals with *emancipated minors* has little to do with this case. By definition, *emancipated minors* are children below that statutory age of majority. In fact, MM

¹ R.I.G.L.16-64-1.1

is no longer a minor--she is over 18 and so she is an adult under Rhode Island law.²

Therefore, the question before us is whether the Group Home Reimbursement law is applicable to students who are of full age. At the outset we note that Family Court jurisdiction extends to age 21 if a child has become involved with the Family Court prior to the child's 18th birthday.³ The record shows that Family Court jurisdiction attached to MM before her 18th birthday.

The purpose of the Group Home Reimbursement law is to alleviate, in some measure, the financial burden that group homes are perceived to impose on a town's school system. This financial burden exists no matter what the age of the student is. In fact, the financial burden may well be greater for students who are over 18 years of age, since many of these students will be in special education programs. Given this fact, we do not think that we should be quick to read a termination of liability provision into the Group Home Reimbursement law.⁴ Nothing in this law purports to end liability for reimbursement when a student turns 18. The literal terms of the law impose no such termination. We think that the reimbursement law must be read literally when such a reading serves the evident purpose of the act--to provide reimbursement to towns educating "out-of-town" students living in group homes. We therefore conclude that liability for reimbursement continues even for students who have reached the age of majority.

Conclusion

We conclude that Smithfield must reimburse Newport in the sum of \$11, 860.71 for the education of MM. All other disbursements are to be made in accordance with the agreement reached between the parties. Once again we thank the parties for the wise cooperation they have shown. This cooperation has benefited both communities.

Forrest L. Avila, Hearing Officer

APPROVED:

Peter McWalters, Commissioner

May 1, 2001

Date

² R.I.G.L. 15-12-1 [Persons of full age].

³ R.I.G.L.14-1-6 [Retention of Jurisdiction]

⁴ R.I.G.L. 16-64-1.1