

STATE OF RHODE ISLAND  
AND  
PROVIDENCE PLANTATIONS

COMMISSIONER  
OF  
EDUCATION

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**Turning the Corner**  
v.  
**Cranston, Providence, and DCYF**  
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**DECISION**

Held: In this residency/tuition reimbursement case, we find that DCYF is to pay Turning The Corner School for the education of student KV. In turn, DCYF is entitled to receive at least a per pupil special education contribution from the Cranston School District, to be applied to the cost of KV's education.

DATE: September 12, 2001

## **Jurisdiction**

This is a residency reimbursement case. Jurisdiction is present under R.I.G.L.16-64-6, R.I.G.L.16-39-1, and R.I.G.L.16-39-2. Turning the Corner, a residential placement facility, argues that it is entitled to be paid for the cost of a free appropriate public education it provided to a student, KV, who was placed at the facility by the Department for Children, Youth, and their Families (DCYF).

## **Findings of Fact**

There is no dispute that Turning the Corner, which is located in Providence, is a treatment facility which has its own on-ground approved special education school. The Department for Children Youth and their Families (DCYF), for social work reasons, decided to place student KV, who is an extremely troubled youth, at Turning the Corner. KV attended the on ground special education school at this facility and incurred a tuition bill of over \$10,000. No one disputes the fact that this bill was incurred as a result of the statutory requirement to provide KV with a free appropriate public education (FAPE). The City of Cranston was the school residence of KV and his parents before KV was placed at Turning the Corner.

DCYF has a "purchase of services" contract with Turning the Corner. DCYF does not have a contract "to fund a pre-determined number of placements or part of the facilities program." <sup>1</sup> If it had such a contract to purchase "a predetermined number of placements" this case would be easy---DCYF would clearly be responsible for the entire cost of the placement.<sup>2</sup>

## **Issue**

The dispute in this case concerns who should pay this bill---DCYF (which placed the student), Providence (where the facility is located), or Cranston (the school residence of KV and his parents).

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<sup>1</sup> R.I.G.L.16-64-1.1 (c)

<sup>2</sup> R.I.G.L.16-64-1.1 (c)

## Applicable Law

We find R.I.G.L.16-64-1.2 (d), which in our view applies when a child is placed by DCYF under a "purchase of service contract" to be the law applicable to this case:

All other children placed by DCYF in group homes, child caring facilities, community residences, or other residential facilities...shall have the cost of their education paid for by DCYF or, if the child is enrolled in a public school in Rhode Island, by the city or town in which the residential facility is located, and the city, town, or DCYF, shall receive a contribution from the city or town or DCYF, shall receive a contribution from the city or town in which the child's parent(s) or guardian live as determined by R.I.G.L. 16-64-1.2. Such contribution shall be at least the amount of the average per pupil cost for general or special education of the city or town making the contribution.

A close reading of this somewhat opaque statute convinces us that its intent is that, in cases such as the one at hand, DCYF should carry the initial responsibility for paying for the cost of KV's education and that DCYF, in turn, is entitled to receive at least a per pupil special education contribution from the "city or town in which the child's parent(s) or guardian live as determined by R.I.G.L.16-64-1.2." In the present case Cranston is the original school residence of KV and his parents under R.I.G.L.16-64-1.2

## Conclusion

DCYF is to pay Turning the Corner for KV's education. In turn DCYF is entitled to receive at least a per pupil special education contribution from Cranston to be applied to the cost of KV's education.

APPROVED:

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Forrest L. Avila, Hearing Officer

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Peter McWalters, Commissioner

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September 12, 2001  
Date