

STATE OF RHODE ISLAND  
AND  
PROVIDENCE PLANTATIONS

COMMISSIONER OF  
EDUCATION

.....

**Jane Doe**

v.

**East Greenwich School Committee**

.....

**DECISION**

Held: Because Student Doe's parents were never notified of the conditions under which she agreed to leave East Greenwich High School and yet fulfill the requirements for her diploma, she may participate in graduation ceremonies, despite the fact that she has yet to complete graduation requirements.

DATE: June 14, 2002

## **Travel of the Case**

This matter was appealed to Commissioner Peter McWalters on June 13, 2002. The issue centers on this student's eligibility to attend graduation ceremonies scheduled for June 15, 2002. The matter was heard by the undersigned on June 14, 2002. Decision in this matter has been expedited and is based on the notes of the hearing officer, and the exhibits presented, rather than an official transcript.

## **Issue**

Is Student Doe eligible to attend graduation ceremonies at East Greenwich High School ?

## **Findings of Relevant Facts**

- Student Doe is seventeen years old and enrolled as a senior at East Greenwich High School.
- At the conclusion of her junior year when she was sixteen years old, she decided to participate in the Running Start program at East Greenwich High School.
- Under the terms of the Running Start program, she was permitted to take all her classes at the Community College of Rhode Island, and earn credits toward her Associate's Degree at that institution, while at the same time completing the requirements for her high school diploma from East Greenwich High School.
- The conditions under which she was permitted to participate in this program, and earn credit toward both her high school diploma and college degree with the same course work, were outlined in a formal agreement dated June 14, 2001. East Greenwich Exhibit 1.
- The June 14, 2001 Agreement provides that in order to receive her diploma from East Greenwich High School, Student Doe must not only fulfill the credit and distribution requirements required of students who complete all four years at the high school, but also "satisfactorily complete" her freshman year at an accredited post secondary institution with courses approved in advance by the principal of East Greenwich High School. East Greenwich Exhibit 1.
- The superintendent testified that the coursework identified in the June 14, 2001 Agreement must be that of a full time student, i.e. twelve credits in each semester of the freshman year.
- Student Doe has completed the total credit and distribution requirements which would have been required of her had she remained at the high school for her senior year (a total of 22.5 credits).
- Student Doe did not comply with the terms of the Agreement which allowed her to complete the requirements for her high school diploma while earning credits toward her college degree in that she did not, as specified in the Agreement of June 14, 2001,

satisfactorily complete her freshman year by earning twelve college credits in each of her two semesters at CCRI. She earned only nine (9) credits in the second semester.

- The June 14, 2001 Agreement was entered into by the principal of the high school and Student Doe, then a sixteen year old unemancipated minor. Student Doe's parent did not participate in this Agreement and had no notice of the conditions attached to her receipt of the high school diploma until last week when school officials contacted her mother regarding her ineligibility to graduate. East Greenwich Ex. 1.
- Student Doe testified that she did not fully understand that she had to receive a passing grade in all of the coursework she was required to take at CCRI in order to receive her high school diploma, even though she might nonetheless earn a credit total which met or exceeded credit requirements in the required academic areas of study. If she did understand this, she testified, she would not have dropped a science course in which she was having difficulty during the second semester.
- When Student Doe dropped the science course during her second semester, it was with the approval of her college guidance counselor, who did not know of the requirements set forth in the June 14, 2001 Agreement; Student Doe did not consult with, or receive the approval of her high school guidance office, or the school principal, at the time she dropped this course during her second semester.
- Student Doe testified that she did not show her parents the letter Agreement of June 14, 2001, nor did she discuss its terms with her parents at any time.

### **DECISION**

We understand the position of the school district that Student Doe has failed to comply with the terms of a fairly explicit Agreement which enabled her to gain significant benefits by earning credits toward her college degree at the same time she fulfilled the requirements for her diploma from East Greenwich High School. The facts are that Student Doe failed to perceive the importance of the June 14, 2001 Agreement, the need for her to comply with its specific terms or to appreciate the distinct possibility that she would not graduate from high school in June of 2002 if she did not pass every course she took as a full-time freshman at CCRI. She failed to appreciate the significant risk, or to fully understand what she was undertaking, when she opted out of the high school at the end of her junior year. The steps she took during the second semester in dropping her science course and neglecting to consult with appropriate staff at East Greenwich High School were also misdirected and obviously placed in jeopardy her receipt of the high school diploma. Neither her parents (nor her college advisor) were able to give her proper advice during this period because they, too, had no knowledge of the specific requirements imposed on Student Doe in order for her to finish her diploma requirements at East Greenwich High School.

The school district argues the importance of enforcing the specific conditions attached to their permission for students to leave after the junior year and still receive their high school diploma. The district takes the position that the Agreement of June 14, 2001 is a contract, and must be enforced if the district is to continue to exercise the flexibility that is at the basis of the Running Start program. If the conditions of such

agreements are not enforced, and students held to their terms, the program will not be viable.

From a legal perspective, Student Doe was at the time the Agreement was made, and at the time of the hearing before us, an unemancipated minor. She will not attain the age of majority until October of this year. She lacks the legal capacity to enter into an enforceable contract. She undoubtedly lacked the maturity, both legally and practically, to make a truly informed initial decision independently of her parents and legal guardians. Stated another way, school law presumes that minor students will make such major educational decisions as that involved here in conjunction with their parents and legal guardians.

Because of the lack of involvement of, or even notice to, Student Doe's parents they did not participate in the decision of this student to leave high school at the end of her junior year. Compounding this situation, was the fact that Student Doe's parents were not aware of the specific conditions attached to her participation in the Running Start program. They could not, therefore, exercise their rights and responsibility to give their daughter informed advice and guidance throughout her freshman year at CCRI (which was also her senior year in high school). The action she took in dropping the course which would disqualify her from receiving her high school diploma and her failure to consult with officials at the high school are matters in which her parents could have been involved, had they been properly informed. In any event, if Student Doe's parents had received notice of the Agreement of June 14, 2001 it would be fully enforceable against both parents and minor student. However, under the facts here it is appropriate to relieve Student Doe of the full consequences of her noncompliance with the Agreement and permit her to attend graduation ceremonies. She should receive her diploma, however, only after she has successfully completed the additional three credits required of her by the June 14, 2001 Agreement.

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Kathleen S. Murray  
Hearing Officer

APPROVED:

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Peter McWalters, Commissioner

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June 14, 2002

DATE