

STATE OF RHODE ISLAND  
AND  
PROVIDENCE PLANTATIONS

COMMISSIONER OF  
EDUCATION

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**In the Matter of  
Student M. Doe**

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**DECISION**

**Held:** The question presented is whether North Providence or Providence was responsible for a student placement at Goodwill Industries of Rhode Island. We find that North Providence was the residence for school purposes of student D during the times relevant to this matter and that North Providence owes Goodwill Industries the sum of \$19,309.39.

**DATE:** June 6, 2006

## **Jurisdiction and Travel of the Case**

Jurisdiction is present under R.I.G.L.16-39-1, R.I.G.L.16-39-2, R.I.G.L.16-64-6 and R.I.G.L.16-5-30. The question presented is whether North Providence or Providence was responsible for a student placement at Goodwill Industries of Rhode Island.

## **Positions of the Parties**

### **North Providence**

North Providence contends that this student became a resident of Providence in the spring of 2005 and that North Providence had no responsibility for this student's placement after that date. North Providence also contends that the doctrine of laches should operate to bar any claim against it in this matter.

### **Providence**

Providence contends that this student was never a resident of Providence.

### **Goodwill Industries**

Goodwill Industries claims that this student was a resident of North Providence for school purposes during all the time material in the present hearing.

## **Findings of Fact**

1. Student D was placed by North Providence in an education program operated by Goodwill Industries of Rhode Island. This placement began in January of 2003. At this time student D. was living with his mother in North Providence.
2. In February of 2004 Student had to leave his mother's home. He lived at various addresses in North Providence for a time until he found a place to stay with a friend in North Providence.
3. In March of 2005 student D. moved to Woonsocket where he now lives with his father. Woonsocket assumed responsibility for student D's placement as of March 1, 2005.
4. During the spring of 2004, when his housing situation in North Providence was not assured, student D, who was filing for Social Security benefits, told Social Security to direct mail relating to this claim to an address in Providence. This address belonged to a friend who had a stable address where mail could be safely sent. Student D. did not live at this address.
5. When North Providence received information about Student D's Social Security claim, along with a Providence mailing address for student D, North Providence stopped paying for Student D's placement at Goodwill Industries.

6. The invoices submitted in this matter show that North Providence owes Goodwill Industries \$19,309.39 for student D's placement.
7. We find, based upon the testimony of student D, that student D was never a school resident of Providence and that, in fact during all times material to this petition he was a resident of North Providence for school purposes.
8. We further find that North Providence's defense in this matter was not material prejudiced by the difficulties the parties had in securing the attendance of student D at this hearing. Student D's testimony was simple and straightforward. He had no motive to misstate any facts relevant to the present matter and he was certainly the best authority on where he had been living.

**Conclusions of Law**

Under R.I.G.L.16-64-1, et seq. student D was a resident of North Providence because he was living with his mother in North Providence. While student D had only irregular housing in North Providence after he left his mother's home, he continued to live at various addresses in North Providence. In any event student D would have been entitled to continue to receive education from North Providence until his school residence was established in a new community. (R.I.G.L.16-64-2. Retention of residence.) In any event, the evidence in this case shows that student D remained a resident of North Providence until March of 2005 when he went to live with his father in Woonsocket.

Since we have concluded that North Providence's case was not prejudiced in any way by any delay in the filing of the matter or difficulty in obtaining the attendance of student D at the hearing, we find no merit in North Providence's claim of laches. *Gaglione v. Cardi*, 388 A.2d 361, 364 (R.I.1978)

**Conclusion**

We find that North Providence was the school residence of student D during the times relevant to this matter and that North Providence owes Goodwill Industries the sum of \$19,309.39.

APPROVED:

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Forrest L. Avila, Hearing Officer

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Peter McWalters, Commissioner

\_\_\_\_\_  
June 6, 2006  
Date