

STATE OF RHODE ISLAND
AND
PROVIDENCE PLANTATIONS

COMMISSIONER OF
EDUCATION

.....

Town of West Warwick

v.

West Warwick School Committee

.....

DECISION

Held: We conclude that the force of the maintenance of effort law (R.I.G.L. 16-7-23) cannot be evaded by having a town or city directly pay for a school expenditure rather than appropriating the money into the school account, as required by law, so that the school committee itself can pay the expenditure, and thereby establish the lawfully required maintenance of effort level for the community.

DATE: August 31, 2009

Jurisdiction and Travel of the Case

The parties in this matter -- the town council of West Warwick and the West Warwick school committee -- have a dispute arising under R.I.G.L.16-7-23, the state's maintenance of effort law. The school committee contends that a sum of approximately \$1.2 million dollars the town itself paid directly to school committee creditors in 2008 should count toward the town's maintenance of effort requirements in 2009. The town, on the other hand, contends, *inter alia*, that the school committee in the context of a so called "Caruolo Action" (R.I.G.L.16-2-21.4) entered into an agreement with the town that was structured in a way that voids any claim on behalf of the school committee to have the \$1.2 million dollars counted towards the town's maintenance of effort obligation. Jurisdiction is present under R.I.G.L.16-39-1 and R.I.G.L.16-39-2. In particular R.I.G.L.16-39-1 states:

R.I.G.L. 16-39-1. Appeal of matters of dispute to commissioner. – Parties having any matter of dispute between them arising under any law relating to schools or education may appeal to the commissioner of elementary and secondary education who, after notice to the parties interested of the time and place of hearing, shall examine and decide the appeal without cost to the parties involved.

In an opinion letter dated March 12, 2009, solicited by the West Warwick school committee, the Commissioner concluded that: "It is my opinion that the statutory requirement on maintenance of effort cannot be altered by the agreement of a town and a school committee, even if such an agreement occurs in the course of settlement of a dispute over the sufficiency of the local appropriation for operation of schools."¹ Of course such opinion letters do not carry binding force in a contested case. *Jennings v. Exeter-West Greenwich School Committee*, 352 A.2d 634, 116 R.I. 90 (1976) We therefore review the facts, the law, and the opinion letter in this case on a *de novo* basis. *School Committee v. State Board of Education*, 103 R.I. 359, 23 A.2d 713 (1968)

Positions of the Parties

The Town of West Warwick

The Town of West Warwick contends that it reached a school appropriation agreement with the West Warwick school committee which does not run contrary to R.I.G.L.16-7-23, the state's maintenance of effort law.

The West Warwick School Committee

The school committee contends that a sum of approximately \$1.2 million dollars that the town paid to school committee creditors in 2008 should count toward the town's maintenance of effort requirements in 2009, despite the fact that the School Committee entered into an agreement with the Town Council that explicitly provided otherwise.

¹ Exhibit 14.

Findings of Fact

1. By a letter dated September 25, 2008 the West Warwick school committee proposed a settlement of a pending Caruolo Action which the school committee had brought against the town council of West Warwick for the 2007-2008 fiscal year. Concerning the proposed settlement, the letter set forth the following proposed terms:

The Town pays to the School Department the sum of \$613,216;

The Town pays the remaining bills of \$549,127 directly to the creditors;

The School Department will not claim the \$549,127 towards maintenance of effort; and

The School Department, through a plan to be approved by the auditor general, shall reimburse the Town for the \$549,127 in equal installments of \$109,825.40 over a five-year period.²

2. In a letter dated September 25, 2008 at 3:07 p.m. counsel for the Town Council informed counsel for the School Committee that the proposed settlement offer would be placed before the Town Council for consideration on an expedited basis.³ The Town Council met on September 30, 2008 and developed a counter offer to the settlement offer proposed by the School Committee. This counteroffer was communicated to counsel for the School committee on September 30, 2008.⁴
3. In a letter dated October 3, 2008 counsel for the School Committee indicated his understanding that an informal meeting of representatives from the Town Council and from the School Committee would take place on the next Monday for the purpose trying to reach a settlement agreement. No attorneys were present at this meeting.⁵ This meeting appears to have reached a proposed tentative settlement agreement which called for the Town Council and the School Committee to each adopt separate resolutions memorializing the settlement that had been reached.⁶ The two bodies in fact did adopt near identical items entitled "Resolution of Settlement."⁷
4. The mutual resolutions called for the dismissal of the Caruolo Action upon the Town Council's payment of \$1,162,343 to the creditors of the school committee. The resolution provided that this payment was not to count towards maintenance of effort and that both parties were required by law to submit corrective action plans to the Auditor General.⁸
5. The School committee's resolution, at paragraph 3 of page 1, stated: "this payment will not be considered maintenance of effort for the Fiscal Year 2009." The Town council's Resolution 2008-179 at paragraph 4 on page 1 states: "The Town Council resolves that said payments of these three debts shall not constitute any maintenance of effort for educational funding for the Fiscal Year ending June 30, 2009, or any future Fiscal Year."

² Exhibit 1.

³ Exhibit 2.

⁴ Exhibit 3.

⁵ Exhibit 4.

⁶ Exhibit 5.

⁷ Exhibits 5 and 6; The West Warwick School Committee Resolution of October 14, 2008 and the West Warwick Town Council Resolution of October 16, 2008.

⁸ Exhibit 5.

6. In October of 2008 the Warwick Town Council and the Warwick School committee settled the Caruolo Action.⁹ The Town agreed to pay some \$1.2 million dollars towards certain School Committee expenditures. The payments were made in December of 2008 “directly to the vendors so they did not pass through the School’s account.”¹⁰ The three “vendors” were (1) the Warwick Career Center (vocational education tuition)¹¹, (2) the West Warwick pension plan, and (3) First Student Transportation (doubtlessly for student transportation). These three expenditures are obviously reoccurring school expenditures, the payment of which is required by law.¹²
7. The parties agreed through a simple stipulation signed by the parties to dismiss the then pending Caruolo Action for the 2007-2008 fiscal year with prejudice. The stipulation filed with the Superior Court and signed by a Justice of that Court stated: “Now comes both the Plaintiffs and the Defendants, and by agreement dismiss the above captioned matter with prejudice.”¹³ The stipulation contained no reference to the mutual resolutions adopted by the West Warwick town council and the West Warwick school committee. It also contained no reference to maintenance of effort. Nether did the settlement “Agreement” signed by the parties.¹⁴ Maintenance of effort is only referenced in the mutual resolutions passed by the town council and the school committee.
8. We find that the agreement between the parties, as reflected in their mutual resolutions, included a provision to the effect that the \$1.2 million dollar payment to vendors would not be defined to be an appropriation to the school committee and that this \$1.2 million dollars payment therefore could not be used to establish a new maintenance of effort level for town appropriations to the West Warwick school committee.
9. On October 27th 2008 representatives of the School Committee met with the Auditor General to begin the preparation of a fiscal corrective action plan for school committee fiscal operations.¹⁵ “At the meeting it was represented to the Auditor General that the problem with the fiscal crisis for 2007-2008 has been resolved.”¹⁶ It was also represented that there would be a \$4,000,000.00 deficit in the school committee budget for the 2008-2009 fiscal year.
10. The Auditor General requested a copy of the 2007-2008 settlement agreement between the Town Council and the School Committee, along with a letter of assurance from the West Warwick town solicitor “that the settlement is not in violation of State law and that the action taken by the Town Council is legal.” (Perhaps the Auditor General was developing an inkling that there might be legal problems with the settlement agreement.)¹⁷ In any event the settlement documents and the requested letter of assurance were transmitted to the Auditor General on November 6, 2008.¹⁸

⁹ Transcript, Page 7.

¹⁰ Exhibit 8

¹¹ Transcript, page 48

¹² R.I.G.L. 16-21-1 (Student transportation), R.I.G.L. 16-45-1.1 (d) (1) (i) ((Career and Technical Education tuition) and R.I.G.L. 16-16-1, et seq. (pensions). The Commissioner has authority to enforce payment of Career And Technical Education tuition. R.I.G.L. 16-5-30.

¹³ Stipulation entered in *School Committee of the Town of West Warwick v. Edward A Giroux, As a Member of the West Warwick Town Council*, C.A. No. PC 08-2836. As heard before the Hon. Edwin Gale sitting in Kent County.

¹⁴ October 14th 2008 agreement. Transcript, Page 7.

¹⁵ Exhibit 8.

¹⁶ Exhibit 8.

¹⁷ Exhibit 8.

¹⁸ Exhibits 9 and 10.

11. In any event, at a meeting held between the Auditor General and representatives of the West Warwick Town Council, “statements were made by [the] Auditor General and [a representative of the Department of Administration], that the statutory requirement in 16-7-23 concerning Maintenance of Effort is illegal....”¹⁹ These doubts prompted, on February 12, 2009 a letter to the Commissioner of Education requesting an advisory opinion on the question of whether or not the West Warwick School Committee and the West Warwick Town Council could mutually agree to waive the provisions of R.I.G.L.16-7-23.²⁰ Additional documentation was provided to the Commissioner on February 20, 2009 and on March 2009.²¹
12. In a letter dated March 12, 2009 the Commissioner concluded that: “It is my opinion that the statutory requirement on maintenance of effort cannot be altered by the agreement of a town and a school committee, even if such an agreement occurs in the course of settlement of a dispute over the sufficiency of the local appropriation for operation of schools.”²²

Conclusions of Law

The Rhode Island General Assembly has the Constitutional duty to promote public schools:

ARTICLE XII OF EDUCATION

Section 1. Duty of general assembly to promote schools and libraries. -- The diffusion of knowledge, as well as of virtue among the people, being essential to the preservation of their rights and liberties, it shall be the duty of the general assembly to promote public schools... and to adopt all means which it may deem necessary and proper to secure to the people the advantages and opportunities of education....

The manner in which the General Assembly fulfills this duty to promote public schools is largely left to the full discretion of the General Assembly. *City of Pawtucket v. Sudlun*, 662 A.2d 40 (R.I. 1995) In the exercise of its discretion the General Assembly has required *cities and towns* to operate public schools:

R.I.G.L. 16-2-2 City and town schools required – School year – Location – Kindergartens. – (a) Except as specifically provided in this section, every city or town shall establish and maintain for at least one hundred eighty (180) days annually exclusive of holidays a sufficient number of schools in convenient places under the control and management of the school committee and under the supervision of the board of regents for elementary and secondary education. In lieu of convenient location the school committee may provide transportation for pupils to and from school in accordance with the provisions of chapter 21 of this title.

(b) School facilities shall include a sufficient number of kindergartens.

¹⁹ Exhibit 11.

²⁰ Exhibit 11.

²¹ Exhibit 12 and 13.

²² Exhibit 14.

The Rhode Island Supreme Court has ruled that cities and towns must provide their respective school committees with an appropriation sufficient to “fund the valid collective bargaining agreements ... as well as other obligations incurred [by the school committee] in the providing of services mandated by law.” *Exeter-West Greenwich R.S.D. v. Teachers’ Association*, 489 A.2d 1010 (R.I.1985). In *Exeter-West Greenwich R.S.D.* the concerned towns and the school committee argued that school committee contracts, including collective bargaining contracts, were void to the extent they were not funded by the appropriating city or town. The Supreme Court rejected this argument and observed:

The school committee and the towns of Exeter and West Greenwich argue that because the appropriating authority is a body distinct from the school committee, any contracts with the teachers or others are subject to the appropriating of the district financial meeting, and such contracts may be implemented only to the extent they are funded by the district financial meeting. They argue that the appropriating body has absolute authority in fiscal matters. That argument not only is incorrect but could also lead to chaos in the public school system. (Emphasis added)

The Supreme Court ultimately held that:

Therefore, we hold that a city or town is bound by and must fund the valid collective-bargaining agreements entered into by its school committee as well as other obligations incurred in the providing of services mandated by law.

To a great extent the “services mandated by law” are defined in a document entitled “The Basic Education Program” (BEP) promulgated by the Board of Regents. The authority for the issuance of the BEP is found in the General Laws of Rhode Island:

R.I.G.L. 16-7-24 Minimum appropriation by a community for approved school expenses. – Each community shall appropriate or otherwise make available to the school committee for approved school expenditures during each school year, to be expended under the direction and supervision of the school committee of that community, an amount, which, together with state education aid and federal aid: (1) shall be not less than the costs of the basic program during the reference year, (2) plus the costs in the reference year of all optional programs shared by the state; provided, however, that the state funds provided in accordance with § 16-5-31 shall not be used to supplant local funds. *The board of regents for elementary and secondary education shall adopt regulations for determining the basic education program and the maintenance of local appropriation to support the basic education program.* (Emphasis added)

School Committees have the correlative duty to operate at least at the level established by the statutorily (R.I.G.L. 16-7-24) required BEP:

R.I.G.L. 16-7-25 Minimum program required. – The school committee in each community shall operate the schools each year on an appropriate level at least as adequate as the minimum established in §§ 16-7-15 to 16-7-34.

School committees, therefore, do not have a right to elect to provide an education program at a quality level less than that established by the BEP, as promulgated under R.I.G.L. 16-7-24. The General Laws require the Board of Regents to formulate the BEP in a manner that ensures that all Rhode Island students receive a “quality education.” The law states:

R.I.G.L. 16-7-15 Statement of purpose. – *The purpose of §§ 16-7-15 to 16-7-34 is to provide a quality education for all Rhode Island youth by requiring a minimum per pupil expenditure level,* by encouraging school committees to provide superior education beyond this minimum, by identifying fiscal responsibilities of school committees, by further improving the efficiency of our school systems through encouraging small school districts to combine into larger, more efficient regionalized units, and by incorporating the many various state aids into one comprehensive program. (Emphasis added)

If this quality education can be provided with the same funding that a school committee received from its appropriating authority in the prior year, the appropriating authority is free to limit its appropriation to this maintenance of effort level. (R.I.G.L.) If further sums are needed to “fund the valid collective bargaining agreements ... as well as other obligations incurred [by the school committee] in the providing of services mandated by law” these funds must be provided by the appropriating authority. *Exeter-West Greenwich R.S.D. v. Teachers’ Association*, 489 A.2d 1010 (R.I.1985). If a school committee concludes that the final municipal appropriation it receives is not sufficient to fund the applicable collective bargaining agreement and to ensure compliance with the Basic Education Plan (R.I.G.L.16-7-24) promulgated by the Board of Regents, the school committee has “the right to seek additional appropriations by bringing an action in superior court for the county of Providence.”(R.I.G.L. 16-2-21.4) Such actions are referred to as “Caruolo Actions.”

The General Assembly has established some specific statutory rules concerning public school money:

- All state and local funds unexpended [by the school committee] by the end of the fiscal year of appropriation remain a surplus of the school committee and do not revert to the municipality.²³
- All state educational aid received by a municipality must be appropriated to the school committee “in the same fiscal year in which they are appropriated at the state level even if the municipality has already adopted a school budget.”²⁴
- In no event shall state funds be used to supplant, directly, or indirectly, any money allocated by a municipality for educational purposes.²⁵
- The town treasurer is the custodian of both state and local appropriations for the public schools. The money appropriated must be placed in a separate account and the law requires that the treasurer "shall pay the money to the order of the school committee."²⁶
- The General Assembly has established statutory rules governing maintenance of effort.²⁷ The applicable law, which we have broken into paragraphs to facilitate ease of reading, reads as follows:

R.I.G.L. 16-7-23 Community requirements – Adequate minimum budget provision. –
(a) The school committee's budget provisions of each community for current expenditures in each budget year shall provide for an amount from all sources sufficient to support the basic program and all other approved programs shared by the state. Each community shall

²⁴ R.I.G.L. 16-7-23

²⁵ R.I.G.L. 16-7-23 (b)

²⁶ R.I.G.L.16-9-1

²⁷ R.I.G.L.16-7-23

contribute local funds to its school committee in an amount not less than its local contribution for schools in the previous fiscal year. Calculation of the annual local contribution shall not include Medicaid revenues received by the municipality or district pursuant to chapter 8 of title 40. (Emphasis added)

A community which has a decrease in enrollment may compute maintenance of effort on a per pupil rather than on an aggregate basis when determining its local contribution; furthermore, a community which experiences a nonrecurring expenditure for its schools may deduct the nonrecurring expenditure in computing its maintenance of effort. The deduction of nonrecurring expenditures shall be with the approval of the commissioner. The courts of this state shall enforce this section by writ of mandamus. (Emphasis added)

(b) Whenever any state funds are appropriated for educational purposes, the funds shall be used for educational purposes only and all state funds appropriated for educational purposes must be used to supplement any and all money allocated by a city or town for educational purposes and, in no event, shall state funds be used to supplant, directly or indirectly, any money allocated by a city or town for educational purposes. All state funds shall be appropriated by the municipality to the school committee for educational purposes in the same fiscal year in which they are appropriated at the state level even if the municipality has already adopted a school budget.

All state and local funds unexpended by the end of the fiscal year of appropriation shall remain a surplus of the school committee and shall not revert to the municipality. (Emphasis added)

Any surplus of state or local funds appropriated for educational purposes shall not in any respect affect the requirement that each community contribute local funds in an amount not less than its local contribution for schools in the previous fiscal year, subject to subsection (a) of this section, and shall not in any event be deducted from the amount of the local appropriation required to meet the maintenance of effort provision in any given year. (Emphasis added)

The purpose of this statute is not the protection of school committees. The purpose of this statute is the protection of the General Assembly's Constitutional interest in the promotion of public education. Through this provision the General Assembly is ensuring that state educational aid will not be diverted to municipal purposes and that "all state funds appropriated for educational purposes" [will be] used to supplement any and all money allocated by a city or town for educational purposes and, in no event, shall state funds be used to supplant, directly or indirectly, any money allocated by a city or town for educational purposes." (R.I.G.L.16-7-23) (Emphasis added) By trying to avoid the requirements of the maintenance of effort statute the parties here have plainly undertaken a course of action that has the effect of using state funds to supplant, rather than supplement, municipal funds. This course of action is not allowable under the law. (R.I.G.L.16-7-23)

We believe that the statutes contained in Title 16 must be construed in a manner which comports with the General Assemblies obligation "to promote public schools" as specified by Article XII of the Rhode Island Constitution. Statutory constructions which tend to deny students access to a quality public education or which tend to defeat the effective and economical operation of the public schools of this state are not to be favored.

We further observe that in Rhode Island contracts cannot run contrary to a state statute and no contractual rights are created by such an agreement. *Power v. City of Providence*, 582 A.2d 895 (R.I., 1990); *Kells v. Town of Lincoln*, 874 A.2d 204 (R.I., 2005); *Berthiaume v. School Committee of the City of Woonsocket*, 397 A.2d 889, 121 R.I. 243 (1979) Moreover, contract terms that are contrary to public policy are not enforceable. *Gorman v. St. Raphael Academy*, 853 A.2d 28 (R.I., 2004) It is evident to us that the public policy of this state, as delineated in the statutes of the General Assembly, entails the effective and economically efficient operation of a quality (R.I.G.L.16-7-15)system of public education on a state wide basis. Indeed, the goal is the promotion of “maximum efficiency and economy in the delivery of elementary and secondary educational services in this state.” (R.I.G.L. 16-60-4 (14))

Discussion

The case now before us stems from a settlement agreement between the West Warwick Town Council and the West Warwick school committee that lead to a dismissal of a Caruolo Action that had been initiated by the West Warwick school committee. The settlement agreement, which was evidenced by coordinated town and school committee resolutions, contained provisions intended to avoid or vitiate the effect of Rhode Island’s “maintenance of effort” law. The School committee’s settlement resolution, at paragraph 3 of page 1, stated: “this payment will not be considered maintenance of effort for the Fiscal Year 2009.” The Town council’s Resolution 2008-179 at paragraph 4 on page 1 states: “The Town Council resolves that said payments of these three debts shall not constitute any maintenance of effort for educational funding for the Fiscal Year ending June 30, 2009, or any future Fiscal Year.”

The settlement resolution language just quoted demonstrates that the parties willfully and knowingly adopted an agreement which contains terms that run directly contrary to the state’s maintenance of effort law (R.I.G.L. 16-7-23). Moreover at several other points this agreement directly undermines the statutory structure created by the General Assembly to govern school finance in Rhode Island. For example the purported agreement runs counter to the statutory requirement that the town treasurer is to be the custodian of **both** state and local appropriations for the public schools and that all moneys appropriated by a town or city in support of public schools must be placed in a **separate account**.²⁸

The monies appropriated to pay the three “vendors” in this case were obviously expenditures made in support of the public schools of West Warwick. As such, statutory accounting rules (R.I.G.L. 16-9-1) required that these funds be appropriated into the separate school account maintained by the town treasurer. The failure to follow this rule is not only in and of itself contrary to law, but also leads to a direct violation of the statutory principle established by R.I.G.L. 16-9-2 which requires the town treasurer to correctly report the status of the school account under the treasurer’s jurisdiction:

R.I.G.L. 16-9-2 Annual statement – Contents. – The town treasurer shall, before the tenth (10th) day of July in each year, submit to the school committee a statement of all money applicable to the support of public schools for the current school year, specifying the sources of the money.

Since the funds at issue were never placed in the school account there is no way these funds can be accounted for in accordance with the statute.

²⁸ R.I.G.L.16-9-1

The town suggests that the payment to the three “vendors” can be categorized as a “nonrecurring expenditure” at least as far as the town is concerned. We recall, however, that the three expenditures at issue were for student transportation (R.I.G.L. 16-21-1), career and technical education tuition (R.I.G.L. 16-45-1.1 (d) (1) (i)), and pensions (R.I.G.L. 16-16-1, et seq.) – all reoccurring school expenditures. The town can not make these recurring school expenditures, “nonrecurring” by the simple expedient of ignoring R.I.G.L. 16-7-23 and itself paying the bills. If this expedient worked the entire statutory school funding mechanism established by the General Assembly would be destroyed. To state the argument is to refute it. If a shorter answer is needed to this argument, we point out that under the law the claim that an expenditure is “nonrecurring” must be ruled on by the Commissioner. (R.I.G.L. 16-7-23) No one can claim that these expenditures have been found to be “nonrecurring” by the Commissioner.

The town also contends that the school committee’s argument concerning the interpretation to be given to R.I.G.L. 16-7-23 is “absurd” because under the committee’s interpretation a school committee that obtained savings by, say, reducing the cost of a collective bargaining agreement would still be entitled to receive full maintenance of effort support at the prior year level even though the committee’s cost had gone down. The problem with calling this argument “absurd” is that the statute requires just that result:

All state and local funds unexpended by the end of the fiscal year of appropriation shall remain a surplus of the school committee and shall not revert to the municipality. (Emphasis added)

Any surplus of state or local funds appropriated for educational purposes shall not in any respect affect the requirement that each community contribute local funds in an amount not less than its local contribution for schools in the previous fiscal year, subject to subsection (a) of this section, and shall not in any event be deducted from the amount of the local appropriation required to meet the maintenance of effort provision in any given year. (R.I.G.L. 16-7-23)

Conclusion

We conclude that the force of the maintenance of effort law (R.I.G.L. 16-7-23) cannot be evaded by having a town or city directly pay for a school expenditure rather than appropriating the money into the school account, as required by law, so that the school committee itself can pay the expenditure, and thereby establish the lawfully required maintenance of effort level for the community. Any argument to the contrary, in our view, flies directly against the will of the General Assembly. We also conclude that there is no reason to withdraw or amend the opinion letter previously issued by the Commissioner concerning the maintenance of effort provisions which we have discussed here, since this letter accurately reflects the applicable law.

We find no evidence of bad faith or improper motives on the part of either the town council or the school committee of West Warwick in this matter. In fact, we find that both parties are acting in good faith as they struggle in their common purpose to provide the students of West Warwick with a quality education at a cost that does not overly burden local property taxpayers. It is unfortunate that our present statutory mechanism (R.I.G.L. 16-2-21.4 (b)) for attaining this mutually shared goal is an adversarial one which attempts to use litigation -- usually an expensive and time consuming process in and of itself -- as a budgeting and cost control mechanism. Other means for adjusting funding issues must be explored. We note that the settlement agreement in this matter leads off with the commendable statement that:

Town Council and School Committee agree to issue a joint resolution regarding the creation of a new "State Funding Formula" for education. Parties agree that said resolution shall immediately be forwarded to the Rhode Island General Assembly upon enactment.

We share the belief that educational funding issues must ultimately be resolved on a uniform basis by the General Assembly acting as "the school committee for the entire state" rather than continuing with the present model which relies on litigation between the numerous municipalities and school committees of this state to establish appropriate funding levels for public schools.

Our decision here addresses only issues "arising under any law relating to schools or education." (R.I.G.L.16-39-1 and R.I.G.L.16-39-2) since we have no jurisdiction outside this narrow ambit. Moreover, we obviously have no authority to abridge the jurisdiction of any other tribunal. In particular, we note that we express no opinion as to whether or not the specific sums that have been appropriated by the Town of West Warwick to the West Warwick School Committee amount to maintenance of effort since this question is reserved to the Honorable Superior Court. (R.I.G.L.16-7-23 (a)) We simply conclude that "the force of the maintenance of effort law (R.I.G.L. 16-7-23) cannot be evaded by having a town or city directly pay for a school expenditure rather than appropriating the money into the school account, as required by law, so that the school committee itself can pay the expenditure, and thereby establish the lawfully required maintenance of effort level for the community."

Forrest L. Avila, Hearing Officer

APPROVED:

Deborah A. Gist, Commissioner

August 31, 2009
Date