

State of Rhode Island  
And  
Providence Plantations

Commissioner of Education

Exeter-West Greenwich  
School Committee

v.

Pawtucket School Committee

#### DECISION

Held: The Exeter-West Greenwich School Committee has demonstrated by a preponderance of the evidence that two students who attended district schools and resided at Arcadia Children's Home during 1999 and 2000 were the financial responsibility of Pawtucket under the law in effect during that time.

Date: May 17, 2010

## Travel of the Case

This case has had an extended travel that began on April 20, 2001 when counsel for the Exeter-West Greenwich School District wrote to then-Commissioner Peter McWalters requesting reimbursement from the cities of Providence and Pawtucket for the costs of educating several children who had resided at Arcadia Children's Home. Demands for reimbursement from the districts of parental residence (alleged to be Providence and Pawtucket) had not been successful. This group home reimbursement claim was assigned to the undersigned on May 15, 2001. Pre-hearing conferences were held on September 25 and October 26, 2001 and documentation was shared voluntarily as well as through subpoena. Records made available to the parties by DCYF was so voluminous that the parties were given a period of time to review and copy relevant documents at the DCYF offices. On October 29, 2001 the hearing officer wrote to the parties requesting that they complete their review and respond accordingly.

The parties were unable to resolve their dispute as a result of this exchange of documentation, and on January 11, 2002 a hearing was convened. Four exhibits were submitted into evidence at that time. Exeter-West Greenwich requested that the Commissioner immediately deduct \$40,759.67 from Providence's state aid. Counsel for the Pawtucket School Committee requested that the claim against Pawtucket be bifurcated from that asserted against the Providence. The cases were bifurcated on March 14, 2002. An interim decision was entered against the Providence School Board<sup>1</sup> on March 29, 2002 and the amount claimed by Exeter-West Greenwich was deducted and paid from Providence's state aid.

On June 17, 2002 all "group home reimbursement claims"<sup>2</sup> pending before the Commissioner were placed in abeyance. The R.I. General Assembly had enacted P.L. 2001, Chapter 77, Article 22 § 3 which provided state aid reimbursement to cover the costs of educating children living in group homes and attending local public schools. The chief legal counsel for RIDE attempted to structure a mediation process to resolve pending claims in order to avoid the time and expense of districts proceeding against one another seeking reimbursement. The settlement process was not accomplished, and on August 6, 2007 districts were given the option of withdrawing their claims or proceeding to a hearing. Superintendent Thomas Geismar requested that his district's claim be heard and decided.

Counsel for the parties thereafter requested time in which to review the record and determine if additional hearing on behalf of their clients was needed. On January 14, 2009 the hearing officer wrote to confirm that additional hearing was not sought. The parties agreed to rest on the record that had been created on January 11, 2002 and submit briefs pursuant to an agreed-upon schedule<sup>3</sup>. The record in this matter closed on December 4, 2009 upon submission of a memorandum on behalf of the Pawtucket School Committee.

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<sup>1</sup>Exeter-West Greenwich's attorney did not request an interim decision against the Pawtucket School Committee.

<sup>2</sup>Including Exeter-West Greenwich's claim against Pawtucket.

<sup>3</sup>Exeter-West Greenwich subsequently sought to supplement the record by attaching certain documents to its memorandum. Counsel for Pawtucket objected and as a result, these additional exhibits were stricken from the record.

## ISSUES

**Did the parents of Student M.T. and Student C.B. reside in Pawtucket during the period that these students resided at Arcadia Children's Home?**

**If so, has Exeter-West Greenwich established that Pawtucket owes the amounts claimed in reimbursement?**

### **Findings of Relevant Facts:**

- Student M.T. attended the public schools of Exeter-West Greenwich from March 24, 1999 to March 27, 2000. Petitioner's Ex.1, 3 and 4.
- Student M.T.'s mother resided in Pawtucket according to a DCYF "Case Plan" created on May 19, 1999. The name of M.T.'s father is listed on this form, but the section for his father's address is left blank. Petitioner's Ex. 4.
- M.T.'s "permanency plan" on this same record called for him to be reunified with his mother upon his release from state care. Petitioner's Ex. 4.<sup>4</sup>
- This same DCYF "Case Plan" for Student M.T. dated May 19, 1999 indicates that, as of that date, he was in attendance at the Lineham School.<sup>5</sup> Although the document indicates that he was not receiving special education services, it also indicates that he had an Individualized Education Plan dated September 1, 1998. Petitioner's Ex. 4.
- Student C.B. attended the public schools of Exeter-West Greenwich from April 28, 1999 until March 1, 2000<sup>6</sup>, at which time she left to return to her mother's home and to attend Curvin McCabe Elementary School in Pawtucket. Petitioner's Ex. 1, 3, and 4.
- Student C.B.'s mother resided in Pawtucket on March 31, 1999 just prior to the time she went to live at Arcadia Children's Home. C.B.'s mother resided at the same address in Pawtucket when C.B. returned to live with her on March 1, 2000. Petitioner's Ex. 1 and 4. C.B.'s father's name and address are listed on a DCYF "Face Sheet" created in March of 2001. Her father's address on that date is indicated to be West Greenwich, Rhode Island.<sup>7</sup> Petitioner's Ex. 4.

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<sup>4</sup> Documentation contained in Pet. Ex. 1, which we assume was produced with respect to M.T., also reflects a parental address of Pawtucket, but refers to a child with a different, but similar, name, and a different date of birth..

<sup>5</sup> Administrative notice is taken of the fact that this is the Mildred E. Lineham School, a public school in Exeter, R.I.

<sup>6</sup> Counsel for the Exeter-West Greenwich District indicates in his memorandum that Student C.B. did not attend the district's schools as late as the date listed on the Group Home Billing Summary – June 16, 2000 and that her attendance ended on March 1, 2000.

<sup>7</sup> There is no indication in the record that Student C.B. lived with her father at any time from 1995-2001.

## **Positions of the Parties:**

### **Exeter-West Greenwich**

Counsel for Exeter-West Greenwich argues that the law in effect during 1999 and 2000 provided that districts in which group homes were located were entitled to receive reimbursement for the educational costs of students who lived in such facilities and attended public school. Specifically, R.I.G.L. 16-64-1.1(d) provided that when children were placed by DCYF in group homes, a “contribution” would be made from “the city or town in which the child’s parent(s) live as determined by Section 16-64-1.2” Based on this statute, the Petitioner presses its claim for reimbursement from Pawtucket as the district in which parents of both students resided. This claim was initially presented by the district to the Commissioner on April 20, 2001 and Exeter-West Greenwich has yet to receive the amounts to which it was entitled under the prior provision of the statute.

The Petitioner argues that the record<sup>8</sup> establishes that both M.T. and C.B. resided at Arcadia Children’s Home and attended Exeter-West Greenwich schools for the periods documented in the exhibits.<sup>9</sup> Exhibits submitted at the January 11, 2002 hearing also identify Pawtucket as the city in which the parents of both of these children resided at that time. Furthermore, Petitioner’s Ex. 3 (with one correction) establishes the amount Pawtucket must be directed to pay in order to provide reimbursement under the statute.

### **Pawtucket School Committee:**

Pawtucket’s counsel argues that Exeter-West Greenwich has failed to sustain its burden of proving even a prima facie case: (1) that these two children resided at a group home, (2) that they attended Exeter-West Greenwich public schools, (3) that Pawtucket is responsible for their educational costs. Further, Pawtucket takes the position that the passage of ten (10) years from the time that these children were educated by Exeter-West Greenwich renders it inequitable to reduce Pawtucket’s state aid and subject Pawtucket to the possibility of operating at a deficit. A one-year statute of limitations should be applied to bar this reimbursement claim because the Pawtucket School Committee will not be able to recover these additional sums from the city of Pawtucket under the “Caruolo Act”, R.I.G.L. 16-2-21.4. Finally, for the Commissioner to issue an “interim order” she would need to justify such action as necessary to meet an “immediate need” such as ensuring that Exeter-West Greenwich had sufficient funds to provide these students with a free appropriate education. Exeter-West Greenwich provided educational services to both of these children over nine (9) years ago without any intervention from the Commissioner. There is no need to repay Exeter-West Greenwich for educational services provided so long ago.

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<sup>8</sup> Counsel initially indicated in his memo that documents in the record on file with RIDE were “missing or simply not present” and therefore provided all documents in support of the claim in the form of an attachment. As indicated previously, the hearing officer sustained Pawtucket’s objection to supplementing the record after the parties had agreed to rest on the record as it existed on January 11, 2002. Counsel for both parties then agreed that Exeter-West Greenwich would rest on the memorandum already submitted but “referencing only those exhibits which are already part of the record.” Letter of Attorney Thomson dated September 15, 2009.

<sup>9</sup> With a correction for Student C.B., whose period of attendance ended on March 1, 2000 not June 16, 2000 as indicated on Exhibit 3.

The district argues that there are shortcomings in proof as to parental residency. This can be illustrated by examining the strength of the evidence that was submitted at the January 11, 2002 hearing against Providence (when the claims were consolidated). Exeter-West Greenwich sustained its burden of proving a prima facie case of responsibility for the Providence students through the submission of intra-state identification cards<sup>10</sup> and other reliable documentary evidence, most of which consisted of “intake information” from the records of Arcadia Children’s Home. In contrast, the documentation in the record which relates to the parental residency of these two students does not sufficiently link them to Pawtucket. Furthermore, the Superintendent of Schools had furnished an affidavit confirming specific sums that were expended by Exeter-West Greenwich in educating the Providence students. Again, in contrast, all that exists with respect to the costs of educating these two “Pawtucket” students, is Petitioner’s Ex. 3, a “Group Home Billing Summary.”<sup>11</sup> Counsel points out that Exeter-West Greenwich has conceded that the billing summary is inaccurate as to the dates of enrollment of C.B. and argues that this document cannot, therefore, be relied upon as otherwise accurate. In fact, the billing summary would incorrectly indicate a higher cost for special education services for M.T. when one of the exhibits indicates that he was not eligible for special education. There is insufficient proof of both enrollment periods and costs of educating these students for the Commissioner to order reimbursement from the Pawtucket School Committee.

## DECISION

The Exeter-West Greenwich School Committee has substantiated its claims against the Pawtucket school district for the costs of education C.B. and M.T. when they resided at Arcadia Children’s Home and attended the local public schools. Petitioner’s Ex. 1 and 4 confirm that C.B.’s mother resided in Pawtucket at the time she was placed at Arcadia Children’s Home on April 26, 1999 and when she left to rejoin her mother on March 1, 2000. With respect to M.T., the documentation of parental residence in Pawtucket consists only of a D.C.Y.F. “Cover Plan Page” included in Petitioner’s Ex.4. This D.C.Y.F. record was created on May 19, 1999, not quite two (2) months after M.T. was placed at Arcadia Children’s Home and began attending school in Exeter West-Greenwich. This document is an official DCYF record that confirms parental residence in Pawtucket. This fact stands un rebutted.

With respect to educational costs, Petitioner’s Ex. 3 was prepared by Superintendent Robert Hicks on January 7, 2002 and was submitted into evidence at the hearing on January 11, 2002. We find that this exhibit, as corrected to reflect C.B.’s shortened period of attendance, is reliable as to the costs for C.B. and M.T. In an affidavit dated November 8, 2001 submitted as Petitioner’s Ex.2 in the consolidated case (with respect to the three “Providence” students), Superintendent Hicks states that he reviewed the business records of the school district, including the records relating to the cost of educating children who resided at “Arcadia House.” Evidently, he reviewed documentation with respect to both the “Providence” and “Pawtucket” students. The information he reviewed is summarized in Petitioner’s Ex. 3, and is sufficient to substantiate the costs incurred in educating C.B. and M.T in the Exeter-West Greenwich school district.<sup>12</sup>

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<sup>10</sup> Even though the cards for two of the children did not provide the parents’ addresses.

<sup>11</sup> Prepared by Superintendent Robert A. Hicks on January 7, 2002.

<sup>12</sup> Although the increased special education costs for M.T. are brought into question by the notation of “None” where his eligibility for special education is indicated on page 2 of his “Case Plan Cover Page” (Petitioner’s Ex. 4) the very next line of that document indicates that he has a current Individualized Education Plan dated September 1, 1998. We

The argument presented by Pawtucket with respect to statute of limitations is without merit. The costs of educating these two students were incurred in 1999 and 2000. The letter of appeal to Commissioner McWalters is dated April 20, 2001 and indicates that Exeter-West Greenwich had been “unable to collect these funds” from Pawtucket. It is our finding that the lapse of time between when this reimbursement claim arose and when the Commissioner’s assistance was requested under the statute was a reasonable period of time, especially when the appeal letter implies that previous attempts to collect reimbursement from Pawtucket were made and that they were unsuccessful.

Pawtucket’s argument that it would be inequitable for the Commissioner to direct that the city’s state aid be reduced<sup>13</sup> by amounts owed to Exeter-West Greenwich, because of the lapse of time and the potential deficit this might create in this fiscal year, is also without merit. There is no need for the Commissioner to order a deduction from state aid as provided in R.I.G.L. 16-64-1.2 (d). This decision is not preliminary in any sense and at this point in time, the remedy of reducing Pawtucket’s state aid is not necessary to ensure that there is ongoing payment of the amounts needed to educate these students. This is more a case of “belated” reimbursement.

Based on the foregoing, Pawtucket is ordered to make payment of \$27,304.09, as adjusted to reflect C.B.’s shortened period of attendance during the 1999-2000 school year (reflecting that she left Exeter-West Greenwich on February 29, 2000 rather than June 16, 2000) to the Exeter-West Greenwich School Committee. As we interpret the ruling of the Board of Regents in Quattrucci v. East Providence<sup>14</sup>, this amount is not subject to statutory interest.

For the Commissioner,

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Kathleen S. Murray

APPROVED:

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Deborah A. Gist, Commissioner

May 17, 2010

Date

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infer that “None” is an error on the document and that the Superintendent correctly verified that M.T. was receiving special education services at the Lineham School in Exeter.

In addition to the correction to the period of C.B.’s attendance, Superintendent Hicks’ calculation of the total for Pawtucket should be corrected to \$27,304.09.

<sup>13</sup> Or to otherwise effectuate Pawtucket’s payment of the amounts owed to Exeter-West Greenwich.

<sup>14</sup> Decision of the Board of Regents dated August 6, 2009.