

STATE OF RHODE ISLAND
COMMISSIONER OF EDUCATION

CRANSTON SCHOOL	:	
DEPARTMENT,	:	
<i>Petitioner,</i>	:	
	:	
vs.	:	RIDE No. 25-013 A
	:	
PROVIDENCE PUBLIC SCHOOL	:	
DEPARTMENT,	:	
<i>Respondent</i>	:	

DECISION AND ORDER

Held: Petition for an order pursuant to R.I. Gen. Laws § 16-5-30 requesting that the General Treasurer withhold certain non-education state aid from a municipality due to its school district's failure and refusal to make tuition payments for resident students attending out-of-district career preparation programs was granted pursuant to R.I. Gen. Laws § 16-45-10; however, the parties' cross-petitions for attorneys' fees pursuant to the State's Equal Access to Justice for Small Businesses and Individuals Act, R.I. Gen. Laws § 42-92-1, *et seq.*, were denied.

Date: June 13, 2025

I. INTRODUCTION

This is a dispute between two public school districts concerning the financial responsibility for students attending out-of-district career preparation programs. In this case, Petitioner, CRANSTON SCHOOL DEPARTMENT (“CSD”), filed a petition requesting that the Commissioner find that the Respondent, PROVIDENCE PUBLIC SCHOOL DEPARTMENT (“PPSD”), was responsible for providing a public education to certain students who, while allegedly residing in the City of Providence, attended career preparation programs offered at the Cranston Area Career and Technical Center (the “CACTC”) during the 2023-2024 and the 2024-2025 school years. CSD argues that the Commissioner should enter an order pursuant to R.I. Gen. Laws § 16-5-30 withholding some \$243,436.25 from the non-education State aid provided to the City of Providence, which amount allegedly represents the tuition due and owing to CSD for these Providence residents pursuant to, *inter alia*, R.I. Gen. Laws § 16-45-10 and the *Regulations Governing Career and Technical Education in Rhode Island* (the “CTE Regs.”).

The parties were unable to settle their differences following a telephone conference with the undersigned Hearing Officer on March 6, 2025, and thus an evidentiary hearing was conducted on May 21, 2025. The following facts were deduced from the documentary evidence and testimony introduced at the May 21 hearing, as well as from the agreement of the parties.

II. THE FACTS¹

1. According to Zachary Farrell, the Executive Director of Secondary Programs at CSD, the District makes use of a Google Doc to collect basic demographic information from out-of-district students applying for enrollment in the CACTC. The information collected includes the applicant’s address, current school, and three (3) choices of CTE programs. *See* Tr. at 14-15.

¹ References to the transcript of the evidentiary hearing on May 21, 2025 will be referred to as “Tr.”

2. Mr. Farrell also stated that it was not the usual practice of CSD to notify a sending district of a student's application, or to require the consent of the sending district prior to enrollment, but rather to send a tuition invoice at the conclusion of the first quarter, i.e., in November. *See id.* at 23-24.

3. Brett Dickens, PPSD's Executive Director of Career and Technical Education ("CTE"), testified that although there are very few out-of-district students attending PPSD CTE programs, like CSD, PPSD does not require consent forms from sending districts prior to enrolling out-of-district students. *See id.* at 57.

4. During the 2023-2024 school year, seventeen (17) students enrolled in the CACTC provided residence addresses to CSD that were located in Providence; twenty-two (22) such students were enrolled in the first quarter of the 2024-2025 school year, and twenty-three (23) students with Providence addresses were enrolled in the second quarter that year. *See* CSD Exhibits A - C.

5. On December 7, 2023, CSD sent an invoice to PPSD totaling \$71,938 for the tuition allegedly owed for Providence students who attended the CACTC during the first quarter of the 2023-2024 school year, and similar invoices were sent on January 12, 2024, and April 29, 2024, for the tuition allegedly owing for the second, third and fourth quarters. *See* CSD Exhibit D.

6. In addition, CSD sent an invoice to PPSD on November 8, 2024, totaling \$101,925 to PPSD for the tuition allegedly owed for Providence students who attended the CACTC during the first quarter of the 2024-2025 school year, and on January 31, 2025, an invoice was sent totaling some \$106,803.25 for the second quarter of that year. *See id.*

7. Thus, from December 7, 2023 through January 31, 2025, CSD sent PPSD invoices totaling some \$496,480.25 for all four quarters of the 2023-2024 school year and the first two quarters of the 2024-2025 school year.

8. Mr. Farrell testified that the addresses of the students who allegedly resided in Providence were included with the invoices CSD sent to PPSD with respect to attendance at the CACTC, *see id.* at 39-40,² adding that CSD responds to any sending district that may have questions regarding a student. *See id.* at 19.

9. According to Mr. Dickens, “there was information provided that some of the students on the original list did not live in Providence or . . . were homeless or provided an address that was not a valid address,” *see* Tr. at 65, and Chris Petisce, PPSD’s Executive Director of Finance, testified that he was instructed not to pay the invoices from CSD “because we didn’t have a disposition form filled out by the student or signed by the superintendent or his designee, nor did we have legitimate proof of addresses for any of these students in question” and “[t]hey were not registered in our information system.” *See id.* at 70.

10. Nonetheless, on or about June 17, 2024, PPSD made a partial payment to CSD totaling \$172,136, *see* CSD Exhibit E, leaving an alleged balance of \$324,344.25. However, PPSD questioned the residency, and thus its financial liability, with respect to six (6) students who attended the CACTC during the 2023-2024 school year, and as to ten (10) students who attended during the first two quarters of the 2024-2025 school year. *See* Tr. at 25-26.

11. Representatives of the parties met to discuss the allegedly overdue tuition balance in October of 2024, and PPSD requested proof that the students whose tuitions were being

² Yet, Mr. Petisce testified that he “didn’t believe” that the addresses of the students who allegedly resided in Providence were included with the invoices. *See id.* at 33. In any event, Mr. Dickens testified that PPSD was aware of the Providence addresses listed by the students by December of 2023. *See id.* at 60.

invoiced actually resided in Providence. CSD provided some of the requested information in February of 2025. *See id.* at 32.

12. On or about May 16, 2025, the parties agreed that four (4) of the students attending the CACTC whose tuition had been invoiced to PPSD did not in fact reside in Providence.³

13. Thus, the parties agreed that the amount allegedly owed as of May 16, 2025, was \$243,436.25.⁴

14. PPSD Director of Finance Petisce testified that the PPSD budget during FY 2024 and 2025 included “revenues and expenditures of about half a billion dollars.” *Id.* at 73. He also stated that the budget planning process for each fiscal year begins in the Fall, and a proposed operating budget is prepared and forwarded to the appropriate authorities by the Spring. *See id.* at 74.⁵

III. THE CONTENTIONS OF THE PARTIES

1. CSD

CSD argues that applicable law and guidance mandate that PPSD must first pay proffered invoices before it has standing to challenge their legitimacy. *See* CSD Post-Hearing Brief at 5, citing R.I. Gen. Laws § 16-45-10; *Kingston Hill Academy v. North Kingstown School*

³ One of these students was enrolled in CACTC for the 2023-2024 school year, and the first two quarters of the 2024-2025 school year, and thus the amount owed totaled \$22,375.50. *See* CSD Amended Petition dated May 22, 2025, ¶ 2 at 1. The remaining four (4) students were enrolled in the first two quarters of the 2024-2025 school year, for a combined total of \$39,022.00. *See id.*, ¶ 3 at 1.

⁴ This figure reflects the CSD’s agreement to reduce the total amount by some \$19,511, which PPSD has allegedly agreed to pay with respect to one of the five students. On or about May 21, 2025, CSD filed a Supplemental Submission to Petition seeking to include the tuition for Providence students who were enrolled for the Third and Fourth Quarters of the 2024-2025 school year, but then withdrew the Supplemental Submission. *See* CSD Post-Hearing Brief, § IV, ¶ 22 at 4.

⁵ The City Charter mandates that the PPSD provide “an itemized estimate of the anticipated revenue and of the proposed expenditures necessary to meet the needs of such department or agency” to the Mayor, *see* Providence Home Rule Charter, Art. VIII, § 802, in time for the Mayor to submit a proposed operating budget for the City to the City Council “not later than sixty (60) days prior to the start of each fiscal year,” i.e., by April 30. *See id.* at § 803.

Department, RIDE No. 17-004 (December 12, 2017); *Metropolitan Regional Career and Technical Education Center (“The Met”) v. Cranston Public Schools, et al.*, RIDE Nos. 18-002, 18-004 and 18-014 (September 19, 2018).

In addition, CSD notes that it “provided PPSD with the student’s name, grade level, program and address in a spreadsheet attached to the invoice,” as well as “additional information related to students in question . . . in February of 2025 and April 2025, which in addition to the information on the invoice, would clearly be sufficient to meet the requirements under the 2023 declaratory order issued by the Commissioner.” *See id.* at 5-6, citing *In re the May 1, 2023 Request for a Declaratory Order Concerning a Local School District's Obligation to Pay Charter and State Schools for Resident Students over Eighteen Years of Age and the Student Information to be Provided by Charter and State Schools when Billing the Sending District* , D.O. 23-001 (October 16, 2023) (“D.O. 23-001”).

CSD also suggests that “[t] it is important to note that PPSD received an invoice with tuition requests for students in December of 2023, and has refused to make payments regarding those students since that time.” *Id.* at 6. CSD makes the point that although it eventually was determined that some of the students whose tuition bills were invoiced to PPSD were not in fact Providence residents, CSD reduced the total amount being invoiced accordingly, and there is no evidence that the students for whom CSD currently seeks payment were not Providence residents, or that the amount being requested is not properly due and owing. *See id.* at 6.

Finally, CSD argues that it entitled to an award of attorneys’ fees under the State’s Equal Access to Justice for Small Businesses and Individuals Act (the “EAJ Act”), RIGL § 42-92-1, *et seq.*, since, according to CSD, “PSD was not substantially justified in refusing to pay CSD. In fact, their refusal to pay the outstanding invoices indicates a ‘willful blindness’ to the plain

language of RIGL § 16-45-10.” *See id.* at 7-8 (citing the consolidated decision in *Student H. Doe v. Chariho Regional School Committee*, RIDE No. 016-16 and *Narragansett School System v. Chariho Regional School Committee*, RIDE No. 18-070A (September 19, 2018)).

2. PPSD

PPSD, while conceding that R.I. Gen. Laws § 16-45-10 provides that tuition payments to out-of-district career preparation programs “shall continue to be made during the pendency of appeal,” claims that this payment obligation does not apply here since this case presents “neither a typical funding dispute nor a question regarding a comparable career and technical program. Instead, it is a years-long dispute regarding whether PPSD should be financially responsible for twenty-three (23) students that they have no record or disposition request forms for.” PPSD Post-Hearing Brief at 1. PPSD also notes that “there are at least two other cases where Cranston has similarly withheld payments during a funding dispute.” *Id.* at 2 and n. 2.⁶ PPSD also argues that § 16-45-10:

...cannot intend for districts to blindly reimburse each other with no due diligence or tracking methodology. If that was permitted, districts could simply send bills back and forth with no recourse. Moreover, if PPSD had complied with the plain language of R.I.G.L. § 16-45-10, they would have overpaid with no clear way to have those funds returned.

Id. at 2-3. In addition, PPSD attempts to distinguish two cases cited by CSD, arguing that:

First, in *Kingston Hill*, there is no debate as to which students payment is due for, whether they are properly enrolled, or if they reside in district. The district’s only reason for withholding tuition funds is to avoid clerical billing errors. [Footnote omitted]. That is not the case here.

Secondly, in *Metropolitan Regional Career and Technical Education Center*, Cranston failed to make payments for vocational students they had concerns about. In the course of the dispute, Cranston failed to raise an issue of genuine fact regarding the student’s identities and whether they were properly enrolled. As the record clearly reflects, Providence has been diligently working to evaluate the

⁶ Citing *Highlander Charter School v. East Providence School Dist.*, No. PC-2021-07558, 2024 WL 4069001 (R.I. Super. Aug. 29, 2024) and *The Met*, *supra*.

students who they were invoiced for and engaging in an open dialogue with CSD from the beginning of this dispute.

Id. at 3. Moreover, PPSD argues that language in R.I. Gen. Laws § 16-45-6.1 and in the CTE

Regs:

. . . is clear: students need to request enrollment in an out-of-district career and technical program from their home district. Simply stated – PPSD cannot be financially responsible for students it has no record or disposition request forms from. The students in question here failed to comply with both PPSD’s enrollment process and the request contemplated by the statute and regulations.

Id. at 4. And according to PPSD, CSD’s failure to request permission forms approved by PPSD prevented PPSD from being able to prepare a budget request. *See* Tr. at 11-12.

Finally, PPSD argues that CSD is not entitled to an award under the EAJ Act since Cranston is not a “prevailing party” as defined under the Act, and in any event, “PPSD acted with both substantial justification and due diligence while investigating the students in question and determining whether payment was appropriate.” *Id.* at 5. Indeed, PPSD itself seeks an award of attorneys’ fees. *See* PPSD’s Response to Petition dated May 22, 2025, at 2.

IV. DECISION

R.I. Gen. Laws § 16-45-6.1(d)(1) makes clear that “[s]tudents shall have a right to request enrollment and to enroll in a CTE [B]oard . . . approved program outside of their community of residence when a substantially similar or same (‘substantially similar’) CTE [B]oard . . . approved program is not offered within their community of residence.” *Id.*⁷ Here, there is no dispute over the fact that PPSD does not have a program that is “substantially similar” to the programs attended by the students in question, and thus the students had the right to attend the CACTC even if they resided in Providence.

⁷ The CTE Board of Trustees is required by statute to publish a detailed list of “substantially similar” CTE programs for the upcoming school year.” R.I. Gen. Laws § 16-45-6.1(d)(3).

In *Kingston Hill Academy, supra*, a decision which was affirmed by the Council on Elementary and Secondary Education on October 2, 2018, the Commissioner held that a school district did not have the right to withhold payment of quarterly tuition invoices owed to a charter school, even though the charter school refused to provide it with enrollment-related information that the district claimed it needed to verify the students' enrollment. *See id.* at 3-4. The Commissioner, while holding that the district was entitled to some of the requested information, nonetheless also made clear that the charter school's wrongful refusal to provide the requested information was no justification for not making the requisite tuition payments on a timely basis. *See id.* In so holding, the Commissioner cited to a May 27, 2011 Memorandum entitled "Local Aid Payments for Public Schools of Choice" in which the Commissioner interpreted § 16-7.25(b) to mean that:

'[e]ach quarter's tuition will be updated based on actual enrollment of the first day of each quarter, with a payment due date 30 days from the invoice date . . . *If the LEA fails to make its payments within 90 days of receipt of the original invoice date, the Commissioner shall withhold state education aid pursuant to RIGL 16-5-30 and RIGL 16-7-31 in the amount of the delinquency.*'

See Kingston Hill, supra, at 3 (emphasis added). As the Commissioner explained:

. . . the plain language of § 16-45-10 evidences the General Assembly's intent to essentially allocate risks by ensuring that tuition payments of the type sought here are paid by school districts prior to litigating factual or legal issues concerning the right to payment. This same intent can be gleaned from the fact that neither § 16-45-10 nor § 16-5-30 expressly confers any right to a pre-payment hearing before the Commissioner, but rather simply empowers the Commissioner to take action, which can then be appealed to Superior Court.

Id. at 9; *see also The Met, supra* at 9 ("The plain language of § 16-45-10 mandates that Respondents pay the amounts allegedly owed to The Met prior to any hearing."). And as the Commissioner noted in *The Met, supra*:

. . . the plain language of § 16-45-10 evidences the General Assembly's intent to essentially allocate risks by ensuring that tuition payments of the type sought here

are paid by school districts prior to litigating factual or legal issues concerning the right to payment. This same intent can be gleaned from the fact that neither § 16-45-10 nor § 16-5-30 expressly confers any right to a pre-payment hearing before the Commissioner, but rather simply empowers the Commissioner to take action, which can then be appealed to Superior Court.

Id. at 9. At the same time, the Commissioner emphasized in D.O. 23-001 that she “has never held or suggested that a sending district is not entitled to any student information.” *Id.* at 14.

Admittedly, CSD is neither a charter school like Kingston Hill Academy nor a state school like the Met, and D.O. 23-001 applies by its terms only to charter or state-operated schools. *See id.*, § V at 14. However, the statutory language in § 16-45-10 underpinning the reasoning in *Kingston Hill Academy, supra*, *The Met, supra*, and D.O. 23-001 is expressly applicable to a sending school district’s failures to pay tuition to another school district hosting a career preparation program, and here, there is no reason not to apply the reasoning of these decisions and declaratory order and hold that PPSD is estopped from arguing non-residency without having first paid the adjusted amount demanded by CSD.⁸ At the same time, this does not mean that CSD had no duty to provide basic information as to the identity and residence addresses provided by the students in question, as has been reiterated in the prior holdings of the Commissioner, or that there could not be a case where a host district’s failure to cooperate with a sending district’s request for information could justify a relaxation of the rule. But that is not the case here.

Whether or not the student addresses were included with the invoices originally sent to PPSD by CSD, there is no dispute but that PPSD knew the addresses as of December of 2023.

⁸ PPSD’s claim that “there are at least two other cases where Cranston has similarly withheld payments during a funding dispute,” *see id.* at 2 and n. 2, citing *Highlander, supra* and *The Met, supra*, ignores their entirely distinguishable factual backgrounds. In *Highlander, supra*, the District was challenging their financial responsibility for pre-K students, *see id.*, 2024 WL 4069001, slip op. at *14 (holding that East Providence was not required to pay a charter school for pre-K students), and as has been discussed, in *The Met, supra*, the Commissioner made crystal clear that payment of the amounts allegedly owing was a condition precedent to any legal challenge. *See id.* at 9.

See § II, ¶ 8 at 4 and note 4 at 4, *supra*. Yet, it appears that despite the fact that the students identified by CSD were “not registered in [PPSD’s] information system,” *see id.*, ¶ 10 at 4, PPSD took no action to investigate whether the Providence addresses provided to CSD were accurate, or to locate the students or their parents. And significantly, there was no evidence introduced suggesting that the students for whom CSD currently seeks payment were not Providence residents, or that the amount being requested was not properly due and owing.

R.I. Gen. Laws § 16-45-10 does not mandate that a sending district “blindly reimburse” a host district or preclude the exchange of basic information concerning an enrolled student. On the other hand, the burden is upon the home district to do what it believes it is necessary to verify that the address provided by the student is accurate, as would be the case if the student was enrolled in a program offered by the home district.

Here, PPSD was itself largely responsible for the fact that there was some delay in the parties’ ability to identify students whose tuition should not have been invoiced to PPSD and for any theoretical impact on financial planning with respect to PPSD’s half a billion-dollar budget. Moreover, PPSD’s claim that CSD should have required that students proffer permission forms from PPSD is belied both by the lack of such a requirement in the law or applicable regulations,⁹ and by the fact that PPSD does not itself require that out-of-district students provide such permission forms. *See* § II, ¶ 3, *supra* at 3.

Finally, little time need be spent on the parties’ cross motions for attorneys’ fees. First, the Commissioner has held more than once that the EAJ Act applies to adjudicatory proceedings over which she presides. *See* the consolidated decision in *Student H. Doe v. Chariho Regional*

⁹ The fact that student permission to attend an out-of-district program from the sending district is contemplated under R.I. Gen. Laws § 16-45-6.1(d)(1) does not, *ipso facto*, mandate that the enrolling district must collect permission forms before it can enroll an out-of-district student, PPSD’s argument to the contrary notwithstanding.

School Committee, RIDE No. 016-16 and *Narragansett School System v. Chariho Regional School Committee*, RIDE No. 18-070A (September 19, 2018) at 17 (citing *Student Doe v. Davies Career & Tech. Ctr.*, RIDE No. 0027-07 (October 26, 2007)). And second, a “party” eligible for an award under the Act is limited to an:

individual whose net worth is less than five hundred thousand dollars (\$500,000) at the time the adversary adjudication was initiated; and, any individual, partnership, corporation, association, or private organization doing business and located in the state, which is independently owned and operated, not dominant in its field, and which employs one hundred (100) or fewer persons at the time the adversary adjudication was initiated.

R.I. Gen. Laws § 42-92-2. Since neither CSD nor PPSD is an individual that fits the above definition, both motions for an award of attorneys’ fees under the Act must be denied.

V. ORDER

For all of the above reasons:

1. CSD’s petition for an order requesting that the Commissioner enter an order directing the State’s General Treasurer to withhold certain non-education State aid from the PPSD is hereby granted;
2. An Order pursuant to R.I. Gen. Laws 16-5-30 requesting that the State’s General Treasurer deduct the sum of \$243,436.25 from the non-education State aid owed to the City of Providence shall be entered thirty (30) days from the date hereof, i.e., on Monday, July 14, 2025, in the event that the parties do not reach agreement on terms for payment of the sum prior to the close of business on Friday, July 11, 2025; and
3. The motions of both CSD and PPSD for an award of attorneys’ fees are both denied.

/s/ A.F. Cottone

ANTHONY F. COTTONE, ESQ.,
as Hearing Officer for the Commissioner

/s/ Angélica Infante-Green

ANGÉLICA INFANTE-GREEN,
Commissioner

Date: June 13, 2025