

STATE OF RHODE ISLAND
COMMISSIONER OF EDUCATION

STUDENT K. DOE,
By his parent,

Petitioner

v.

WESTERLY PUBLIC SCHOOLS,
Respondent

In re: Residency of Student K. Doe

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RIDE No. 26-042K

DECISION AND ORDER

Held: Petitioner's appeal from the school district's denial of enrollment for non-residency is granted because the evidence established that the child lives with the Petitioner, who is acting *in loco parentis*, and that the purpose for this living arrangement is for a substantial reason other than to attend the district's schools.

August 27, 2026

I. INTRODUCTION

On or about June 4, 2026, Petitioner, Mr. Doe, on behalf of Student K. Doe (“Doe”), filed a petition with the Commissioner of the Rhode Island Department of Elementary and Secondary Education (“Commissioner” and “RIDE,” respectively) appealing the Westerly Public Schools’ (“Westerly’s” or “District’s”) determination that Doe was ineligible to enroll in a Westerly kindergarten program for lack of residency.

II. JURISDICTION, STANDARD OF REVIEW, AND BURDEN OF PROOF

The Commissioner has jurisdiction over this appeal pursuant to R.I. Gen. Laws § 16-39-1 and § 16-64-6, and as the Commissioner has noted on many occasions, the applicable standard of review is *de novo*. See *Alba v. Cranston School Committee*, 90 A.3d 174, 185-86 (R.I. 2014) (citing *Slattery v. School Committee of Cranston*, 116 R.I. 252, 262 (1976)). The applicable burden of proof for residency cases such as the instant matter is set forth in R.I. Gen. Laws § 16-64-3, which provides:

In any proceeding where it is alleged that a child's residence has been changed due to illness of a parent, the break-up of the child's family, abandonment of the child by his or her parents, death of the child's parents, or emancipation of the child, the party alleging the existence of these circumstances shall have the burden of proof and shall make proof by a preponderance of the evidence.

III. MATERIAL FACTS

The material facts are not in dispute, and the following recitation was deduced from the testimony and documentary evidence submitted at the hearing before the undersigned Hearing Officer on July 21, 2026¹:

1. Doe is currently a five-year-old rising kindergarten student.

¹ Warwick Public Schools was invited to attend the hearing but declined to do so.

2. There is no dispute that Petitioner resides in Westerly for school purposes and that Doe's mother resides in Warwick for school purposes. Hr'g Tr. 20:14-15, 28:17-24.
3. Petitioner is not biologically or legally related to Doe and has no legal guardianship of Doe.
4. Doe has resided with Petitioner since he was approximately six months old, when he was placed with Petitioner as a foster child in December 2021 by the Rhode Island Department of Children, Youth & Families ("DCYF"). *Id.* at 7:13-17, 17:18-23.
5. Doe was a foster child in Petitioner's care and custody from December 2021 through June 2023. *Id.* at 15:2-3.
6. After exiting foster care, Doe was reunited with his mother for approximately two months. *Id.* at 30:15.
7. During this period, Petitioner and Doe remained in contact and continued their relationship, with Petitioner visiting him on the weekends. *Id.* at 30:20-23.
8. Following that reunification period, Doe's mother and Petitioner jointly determined that it was in Doe's best interest to continue his living arrangements with Petitioner in order to "provide [Doe] with a stable, consistent, and supportive home environment." *Id.* at 7:17-8:4, 15:5-7, 19:13-20, 30:17-20, 30:23-31:1.
9. The testimony showed that this decision was based on Doe's mother's financial hardships and difficulty arranging transportation to Doe's medical appointments and childcare, as well as Doe's established routine and familiarity with Petitioner after living with him for two years. *Id.* at 31:5-11.
10. Since that time, Doe has continuously resided with Petitioner, and Petitioner testified that Doe's current residence with Petitioner in Westerly reflects his actual and permanent living situation. *Id.* at 9:18-23.

11. Doe's mother and Petitioner each testified that Doe has his own room and personal belongings at Petitioner's residence and that he stays with Petitioner on a nightly basis. *Id.* at 15:18-20.
12. Photographs of Doe's bedroom, playroom, and toys in the living room corroborate this testimony and further depict his living arrangements at Petitioner's home. Pet'r Ex. C.
13. As part of this arrangement, Doe lives with Petitioner during the week and visits his mother on weekends as her schedule permits, because "it's been what's worked for [Doe]. And he's gotten a really great experience out of it." Hr'g Tr. 9:22-10:2, 15:20-21.
14. Doe's mother specifically testified that "[d]ue to my personal family circumstances, I determined that it was in my child's best interest to reside with [Petitioner], who can provide daily supervision, structure, and ongoing care. Since residing with [Petitioner], my child has . . . lived as a member of the household and receives day-to-day care, including housing, meals, supervision, transportation, and assistance with daily needs." *Id.* at 15:8-17.
15. Petitioner similarly testified that he acts *in loco parentis* for Doe, stating that he is responsible for Doe's day-to-day care, supervision, and educational and medical needs, and specifically stating that he provides Doe with food, childcare, and taking him to medical appointments. *Id.* at 8:5-11.
16. A notarized Power of Attorney for Educational Matters² ("Power of Attorney") signed by Doe's mother on April 30, 2026, grants Petitioner with a power of attorney to:

[A]ct on [the mother's] behalf regarding all educational matters relating to my child including but not limited to:

- School enrollment and withdrawal
- Registration and records access
- Participation in school committee proceedings
- Appeals to the Rhode Island Department of Education
- Hearings under R.I. General Law §16-39 [and]

² The Power of Attorney is "effective beginning 4-1-2026 and shall remain in effect indefinitely." Pet'r Ex. B.

- Consent for evaluations and services[.]

Pet'r Ex. B.

17. The Power of Attorney “does not terminate parental rights.” *Id.*

18. Similarly, a notarized Power of Attorney for Minor Child³ (“Medical Power of Attorney”)

signed by Doe’s mother on April 30, 2026, grants Petitioner with a power of attorney to:

[C]onsent to **medical, dental, hospital, and emergency treatment** for my child when I am unavailable.

This includes authorization to:

- Obtain medical care and treatment
- Access medical records [and]
- Make emergency medical decisions[.]

Id. (emphasis in original).

19. The Medical Power of Attorney “does **not** grant custody or guardianship.” *Id.* (emphasis in original).

20. Petitioner further clarified that he and Doe’s mother agreed that he has to obtain her permission before making any medical or educational decisions for Doe. Hr’g Tr. 11:4-9.

21. Both Petitioner and Doe’s mother testified that Doe’s living arrangements were not created for the sole purpose of attending a particular school district, but rather “to ensure [Doe’s] stability, well-being, and consistency, and continually provide for him a safe and supportive home environment.” *Id.* at 15:22-16:2.

22. A letter from Doe’s pre-k program, Tri-County Community Action Agency Head Start/State Pre-K in Westerly (“Tri-County Pre-K”), states that Doe was enrolled in their State Pre-K classroom from September 2023 through June 2026, and during Doe’s enrollment Petitioner attended two parent-teacher conferences and seven classroom family events. Pet’r Ex. A.

³ This Medical Power of Attorney is “effective immediately and will last for an indefinite period of time or until revoked in writing.” Pet’r Ex. B.

23. Petitioner testified that Doe was not enrolled in a Warwick pre-k program because “Mom was not able to provide transportation to get [Doe] to his school,” and that Tri-County Pre-K accepted a notarized letter from Doe’s mother granting permission for Petitioner to enroll Doe in the Westerly pre-k program. Hr’g Tr. 33:14-34:2, 34:5-6.
24. Doe’s mother receives State financial assistance for Doe, and Doe receives health insurance through his mother; Petitioner receives no financial assistance for Doe other than what Doe’s mother can provide him. *Id.* at 24:23-24, 25:19-26:5, 26:8-12, 34:18-19.
25. Westerly’s Student Registrar (“Registrar”) testified to having numerous conversations from March 2026 through May 2026 with Petitioner; Petitioner’s family, on his behalf; and Doe’s mother regarding Doe’s enrollment in Westerly, which included conversations concerning documentation that was needed to register Doe in kindergarten for the 2026-2027 school year. *Id.* at 42:20-43:3; Resp. Ex. 1.
26. During a March 24, 2026 phone call, the Registrar testified that Doe’s mother informed her that while she lived in Warwick, Doe “will be staying in Westerly ‘for school purposes.’”⁴ Hr’g Tr. 45:20-24; Resp. Ex. 1.
27. The Registrar further testified that Petitioner’s general concerns with enrolling Doe in Warwick, where Doe’s mother resides, was that Doe would become truant because his mother would not be able to provide consistent school transportation. Hr’g Tr. 43:20-44:1.
28. On April 30, 2026, the Registrar confirmed that the District received the Power of Attorney and Medical Power of Attorney. *Id.* at 47:17-20; Resp. Ex. 1.

⁴ Doe’s mother disputed using the phrase “for school purposes” in any of her conversations with the Registrar. Hr’g Tr. 57:22-58:11.

29. In late April, after reviewing the documentation provided by Petitioner to enroll Doe, Westerly's Superintendent of Schools ("Superintendent") determined that Doe was "being enrolled in Westerly for school purposes." Hr'g Tr. 50:4-10; Resp. Ex. 1.

30. Consequently, on May 29, 2026, the Superintendent issued a letter to Petitioner via email denying Doe's kindergarten enrollment, finding that Doe "does not meet the residency requirements for enrollment under Rhode Island General Laws § 16-64-1." Pet'r Ex. B; *see also* Resp. Ex. 1.

IV. POSITIONS OF THE PARTIES

1. Petitioner

Petitioner argues that the District's determination of non-residency is incorrect because Doe physically resides with Petitioner, Petitioner is acting *in loco parentis*, and Doe's living arrangements with Petitioner in Westerly are for a substantial reason other than to attend the District's schools. Specifically, Petitioner contends that Doe has resided with Petitioner since he was approximately six months old such that his residence with Petitioner in Westerly is longstanding, stable, and reflects his actual and permanent living situation. Indeed, Petitioner states that Doe has resided with Petitioner on a full-time, ongoing basis since December 2021, excepting the two month reunification period, and, since that time, Petitioner has exercised full parental authority over Doe's care and education in providing for his day-to-day care, arranging for childcare, transporting him to and from childcare, and taking Doe to his medical appointments.

Petitioner further argues that Doe's living arrangements with him in Westerly are not for school purposes but instead have been jointly decided upon and implemented by both Petitioner and Doe's mother in Doe's overall best interest. While admitting that stable school transportation is a factor in continuing Doe's residency with Petitioner, he clarifies that Doe's

living arrangements were not made just for ease of school attendance but were instead intended to provide Doe with a stable, supportive, and familiar home environment after his exit from foster care in 2023.

2. Westerly

Westerly argues that Petitioner is attempting to impermissibly enroll Doe in Westerly solely for the purpose of attending school there. Westerly points out that the majority of the evidence presented at the hearing, and all relevant conversations between Petitioner, Doe's mother, and the Registrar, demonstrate that the motivating factor for Doe's enrollment in Westerly is his mother's inability to transport him to and from school, and that this lack of transportation is the only reason cited by Petitioner in his testimony for not registering Doe in Warwick where his mother resides. Under such circumstances, Doe should be enrolled in Warwick, and not in Westerly.

V. DECISION

1. Petitioner met his burden of establishing that he is acting *in loco parentis* and that Doe resides with him in Westerly for a substantial reason other than to attend school there pursuant to R.I. Gen. Laws § 16-64-1.

R.I. Gen. Laws § 16-64-1 provides, in pertinent part:

Except as provided by law or by agreement, a child shall be enrolled in the school system of the city or town where he or she resides. A child shall be deemed to be a resident of the city or town where his or her parents reside. . . . *In cases where a child has no living parents, has been abandoned by his or her parents, or when parents are unable to care for their child on account of parental illness or family break-up, the child shall be deemed to be a resident of the city or town where the child lives with his or her legal guardian, natural guardian, or other person acting in loco parentis to the child. . . .*

(emphasis added). The Commissioner has previously found:

Rhode Island school residency law recognizes the obvious point that there are times when a child, for various good reasons, is not

able to live with his or her parents and so must go to live with a relative or some other person who is legally responsible for the child's welfare and who is willing to be the child's caretaker. For the child to go to school in the town where the child's caretaker lives, it must be shown to local school officials that (1) the child is, in fact, living in the town with the caretaker and (2) the child is living in the town for a substantial reason other than to go to the public schools of the town.

S. Doe v. Tiverton School Department, RIDE No. 20-006P (January 23, 2020) (quoting *Residency of Student C.V.*, RIDE No. 0003-05 (January 28, 2005)). The Commissioner also takes official notice of the "School Residency Determinations" memorandum dated August 2023 ("Residency Memorandum"), sent by RIDE to Superintendents and School Principals⁵, which provides in pertinent part:

Legal Guardianship. R.I. Gen. Laws § 16-64-1 provides that a child can establish residency for school purposes even if he lives separate and apart from his parent, and even if he lives with a relative or a person who is not his legal guardian. **If a child lives with a person who has not been appointed as his legal guardian but who is acting *in loco parentis*, and the purpose for these living arrangements is for some *substantial reason other than to attend a district's schools*, the student is entitled to enroll.** A district cannot condition school enrollment on the appointment of a legal guardian. The guardianship would not necessarily change a child's residency unless the guardian had been appointed for a substantial reason other than to change the child's residency for school purposes.

(emphasis added).

First, the evidence presented establishes that Petitioner has undertaken the duties and responsibilities ordinarily associated with a parent and is thus duly acting *in loco parentis*. Doe entered Petitioner's care when he was approximately six months old through a DCYF foster care placement in December 2021 and remained in Petitioner's care for nearly two years thereafter.

⁵ Available at: <https://ride.ri.gov/sites/g/files/xkgbur806/files/2023-07/Residency%20Memo%20August%202023.pdf>.

Although Doe was briefly reunited with his mother in June 2023, the record establishes that Petitioner and Doe maintained their relationship throughout this reunification period, with Petitioner remaining an active part of Doe's life. In light of Doe's mother's hardships and the consistent routine and familiarity Petitioner had established with Doe, Doe's mother and Petitioner jointly determined that it was in Doe's best interest to again reside with Petitioner following the reunification. Doe has continuously resided with Petitioner in Westerly since that time.

While unconventional, Petitioner's role here is not nominal or confined to school enrollment. He provides Doe with housing, meals, daily supervision, childcare, transportation, access to medical care, and assistance with any daily needs. Doe has a bedroom, playroom, clothing, toys, and personal belongings at Petitioner's Westerly residence, where he has stayed nightly for the last approximately five years. The notarized powers of attorney also confirm the intent of Petitioner and Doe's mother to allow Petitioner to exercise meaningful responsibility for Doe's educational and medical needs as needed.

Notably, the fact that the powers of attorney preserve the mother's parental rights and do not confer legal custody or guardianship does not preclude a finding that Petitioner is acting *in loco parentis*, as neither R.I. Gen. Laws § 16-64-1 nor the Residency Memorandum requires a nonparent caretaker to obtain legal guardianship. Rather, the relevant inquiry is whether the person actually performs parental functions and bears responsibility for the child's welfare. The record clearly demonstrates that Petitioner has assumed such responsibility in this case.

Second, the record clearly reflects that Doe's Westerly residence with Petitioner was created and maintained for substantial reasons independent of school attendance. Doe's living arrangements and relationship with Petitioner originated when he was approximately six months old, long before he was of school age, and have remained consistent for the last approximately

five years. Testimony demonstrates that the intent of establishing these living arrangements was to preserve a stable, familiar, and supportive home environment for Doe during a time when his mother faced various hardships.

Doe's stable residence with Petitioner is thus not an arrangement fashioned to obtain admission to Westerly schools. Instead, it is the continuation of a longstanding caregiving relationship that began when Doe was an infant and has remained in place since Doe exited foster care. The evidence shows that Petitioner's Westerly residence is Doe's actual home, not merely an address selected for school attendance purposes. Thus, it is evident that Doe resides with Petitioner in Westerly and that these living arrangements were established not for school purposes but instead to ensure Doe's overall well-being while he remains in Petitioner's care.

Westerly relies heavily on the fact that Petitioner and Doe's mother testified to school transportation being a factor in their reasoning for establishing Doe's living arrangements with Petitioner and seeking enrollment with Westerly. However, this is too narrow of a view. Although school transportation was a relevant practical consideration, it does not establish that Doe's living arrangement with Petitioner was created solely, or even primarily, for the purpose of attending Westerly schools, or negate the substantial evidence to the contrary.

Importantly, the applicable inquiry in these cases is whether there was a substantial reason for these living arrangements other than school attendance and, importantly, the standard does not require the complete absence of school-related considerations, such as transportation. The record here clearly identifies several substantial reasons other than Westerly school attendance as the underlying reason for Doe's living arrangements with Petitioner, including Doe's longstanding connection and familiarity with Petitioner; Doe's need for continuity and stability; Doe's mother's inability to provide the same consistent daily care as Petitioner due to her current financial and personal hardships; the convenience of ensuring Doe's access to

necessities, including school and medical appointments; and Petitioner's and Doe's mother's shared judgment that Petitioner's home best provides Doe with stability, structure, supervision, and support. Under such circumstances, stable transportation is intertwined with the broader caregiving arrangements underlying Doe's living arrangements in Westerly. Petitioner's need to transport Doe, in place of Doe's mother, is not merely a preference for a particular district, but instead reflects Petitioner's day-to-day assumption of parental responsibilities. This evidence thus supports the conclusion that school attendance follows from Doe's actual residence with Petitioner in Westerly rather than that these living arrangements were created solely to gain access to Westerly schools.

Accordingly, Petitioner has established that he is acting *in loco parentis* to Doe and that Doe resides with him in Westerly for a substantial reason other than to attend school there. Doe is therefore a resident of Westerly for purposes of R.I. Gen. Laws § 16-64-1.

VI. ORDER

For all of the above reasons:

1. The petition is hereby granted; and
2. Student K. Doe shall be allowed to register and enroll in the Westerly Public Schools immediately.

/s/ Kaelyn Phelps Prigge
KAELYN R. PHELPS PRIGGE, ESQ.,
as Hearing Officer for the Commissioner

/s/ A. Infante-Green
ANGÉLICA INFANTE-GREEN,
Commissioner

Date: August 27, 2026