STATE OF RHODE ISLAND

PROVIDENCE, SC. **SUPERIOR COURT**

(FILED: November 17, 2020)

CUMBERLAND SCHOOL COMMITTEE	:	
	:	
vs.	:	**C.A. No. PC-2020-0031**
	:	
RHODE ISLAND COUNCIL ON ELEMENTARY AND SECONDARY EDUCATION and THE RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES	:	
and		
NEWPORT SCHOOL COMMITTEE	:	
	:	
vs.	:	**C.A. No. PC-2019-4024**
	:	
RHODE ISLAND DEPARTMENT OF EDUCATION and THE RHODE ISLAND DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES	:	

DECISION

VOGEL, J. Cumberland School Committee (CSC) and Newport School Committee (NSC) each appeal decisions of the Rhode Island Council on Elementary and Secondary Education (Council). CSC brings its appeal (docketed in this Court as PC-2020-0031) from a December 3, 2019 Council decision which upheld a May 21, 2019 decision of the Commissioner of Elementary and Secondary Education (Commissioner). (Council's Decision at 5.) CSC sues the Council and the Rhode Island Department of Children, Youth and Families (DCYF). (CSC's Compl.)

NSC brings its appeal[1] (docketed in this Court as PC-2019-4024) from a December 3, 2019 decision of the Council which upheld a March 8, 2019 decision of the Commissioner. (Council's Decision at 5.) NSC sues the Rhode Island Department of Education (RIDE)[2] and DCYF. (NSC's Am. Compl.)

These cases involve children in DCYF custody. In PC-2020-0031, it is undisputed that Cumberland, Rhode Island was the designated residence of the child's parent. (Comm'r's Decision at 3.) In PC-2019-4024, the undisputed designated residence of the child's parent was Newport, Rhode Island. (Comm'r's Decision at 3.) In both cases, the children were placed in residential facilities where they received general educational services. (CSC's Comm'r's Decision at 3; NSC's Comm'r's Decision at 4.) Neither child received special education services. *Id*. In both cases, the administrative agency accepted DCYF's argument that CSC and NSC were responsible for paying the costs of these children's education at the special education rate. (CSC's Comm'r's Decision at 13; CSC's Council's Decision at 5; NSC's Comm'r's Decision at 13; NSC's Council's Decision at 5.)

Both appeals involve the same legal issue: interpretation of G.L. 1956 §§ 16-64-1.1 and 16-64-1.2. CSC and NSC challenge the Council's interpretation of these statutes as requiring school committees to reimburse DCYF at a special education rate for the provision of general

[1] NSC filed its original Complaint before the Council had ruled on its appeal from the Commissioner. NSC amended the Complaint after the Council issued its decision.

[2] RIDE asserts that NSC has incorrectly named the agency rather than the Council as a party to the appeal. RIDE filed a motion to substitute the Council as party defendant. This motion does not appear to have been acted upon.

educational services. Because the appeals involve identical legal issues, the Superior Court granted RIDE's motion to consolidate them for decision.[3]

This Court exercises jurisdiction over this matter pursuant to G.L. 1956 § 42-35-15. For the reasons set forth herein, the Court grants the appeals of CSC in PC-2020-0031 and NSC in PC-2019-4024.

I

Facts & Travel

A

Cumberland School Committee Case (PC-2020-0031)

On October 31, 2018, the Family Court issued an order placing M. Doe[4], a child in DCYF custody, in an out-of-state residential treatment and educational facility, JRI Meadowridge Academy (Meadowridge). **(**Comm'r's Decision at 3.) Pertinent to this appeal, DCYF contracted with Meadowridge for the placement of children at that facility for $565.40 per day, per child. (Comm'r's Decision at 3-4; Contract, CSC's Ex. 2, Addendum II, Budget, at 41.) The contract did not obligate DCYF to pay for a minimum pre-determined number of placements or part of the facility's program. (Contract, CSC's Ex. 2, Addendum I, Scope of Work, at 32.)

The contract does provide that:

> "(C) [DCYF's] direct compensation rate to [Meadowridge] for services will vary based upon a statutory requirement for the contribution by the child's/youth's, . . . LEA[5] . . . Each LEA is

[3] On February 7, 2020, RIDE filed a Motion to Consolidate the CSC and NSC cases for Briefing and Decision. On March 4, 2020, the Superior Court granted the undisputed motion. *See* Order (Mar. 4, 2020) (Long, J.).

[4] The Court refers to the child as M. Doe to protect his/her privacy.

[5] "[L]ocal educational agency" (LEA) is '"a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or such combination of school districts or counties

> responsible to contribute the per pupil special education rate regardless of the youth's identification as a child with a disability requiring special education services."[6] (Contract, CSC's Ex. 2, Addendum II, Budget, at 41.)

On February 19, 2018, the Family Court designated the Cumberland School Department as the initial designation of residence of M. Doe's parent, pursuant to § 16-64-1.2(a). (RIDE Hr'g Tr. 6:15-8:2, Mar. 26, 2019.) That designation is not in dispute in this appeal. (Comm'r's Decision at 3.) It also is undisputed that M. Doe "was not eligible for special education services under the federal Individuals with Disabilities Education Act and applicable state regulations." *Id.* While a student at Meadowridge, M. Doe was enrolled in general education classes. *Id.*

On October 26, 2018, DCYF served CSC with a "Notice of Responsibility for Child in State Care" which stated that CSC would be responsible for the educational services provided to M. Doe at Meadowridge at the special education rate of $123.06 per student. *Id.* at 4-5. The total amount claimed was $15,751.68. *Id.* at 5. CSC refused to pay Meadowridge the amount claimed, nor would CSC agree to reimburse DCYF for the portion of its payment to Meadowridge reflecting educational costs. *Id.*

DCYF responded by filing a "Request for an Order for Residency Determination and Designation of Party Responsible for the Education of a Youth Residing in a Residential Facility" (Petition) with the Commissioner.[7] (DCYF's Request for an Order for Residency Determination

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as are recognized in a State as an administrative agency for its public elementary or secondary schools. Such term also includes any other public institution or agency having administrative control and direction of a public elementary or secondary school."' *Smith v. Cumberland School Committee*, 415 A.2d 168, 172 n.5 (R.I. 1980) (quoting 20 U.S.C.A. § 1401(8)).

[6] This contractual provision has no weight on the Court's determination as to whether CSC is obligated to pay Meadowridge at the general or special education rate because CSC's financial responsibility in this case is based on statute, not a contract to which it was not a party.

[7] Section 16-39-1 provides "[p]arties 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

and Designation of Party Responsible for the Education of a Youth Residing in a Residential Facility, Feb. 8, 2019.) DCYF claimed that CSC improperly denied responsibility for educating the child at Meadowridge, a residential treatment facility which provided M. Doe with general, not special educational, services. *Id.*; Comm'r's Decision at 3-4. CSC countered that the obligation to reimburse DCYF or to pay Meadowridge for a child's education was limited to situations where the child received special educational services and did not apply in the case of M. Doe. (Introduction and Summary of Cumberland's Position, at 9-14; Comm'r's Decision at 5.) The Commissioner held duly noticed hearings on DCYF's petition on March 26, 2019 and April 22, 2019. (Comm'r's Decision at 3.) On May 21, 2019, the Commissioner granted the Petition determining that CSC was responsible for reimbursing DCYF at the special education rate for the portion of Meadowridge's charges relating to educational services. *Id.* at 13. She ruled that CSC was obligated to reimburse DCYF for the total amount claimed, $15,751.68. *Id.*

CSC appealed that decision to the Council[8] which heard oral argument on the appeal on November 5, 2019. (Council's Decision at 5.) The Council considered the appeal consistent with the applicable standard of review for determining an appeal from a decision of the Commissioner, to wit, whether the decision is "patently arbitrary, discriminatory, or unfair." *Id.* at 4 (quoting *Altman v. School Committee of the Town of Scituate*, 115 R.I. 399, 405, 347 A.2d 37, 40 (1975)).

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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."

Section 16-39-2 provides "[a]ny person aggrieved by any decision or doings of any school committee or in any other matter 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."

[8] *See* 200 RICR 30-15-4.4, "Procedural Rules for Appeals from Decisions of the Commissioner."

The Council determined that the Commissioner correctly applied the law and properly considered the legislative history. *Id.* at 5. The Council rejected CSC's appeal. *Id.* CSC timely appealed to this Court. (CSC's Compl.)

CSC alleges that the Council's decision is "(1) In violation of constitutional or statutory provisions; (2) In excess of the statutory authority of the agency; (3) Made upon unlawful procedure; (4) Affected by other error of law; (5) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." (CSC Compl. ¶ 20.)

B

Newport School Committee Case (PC-2019-4024)

On April 5, 2018, A. Doe, [9] a child in DCYF custody, was placed by the agency at the Harmony Hill School (Harmony Hill), a residential facility located in Rhode Island. (Comm'r's Decision at 4.) DCYF did not have a contract with Harmony Hill to fund a pre-determined number of placements or part of the facility's program. *Id.*; Deborah Buffi Aff. ¶ 5.

A. Doe resided and received general education services at Harmony Hill for 87 days in Fiscal Year (FY) 2018 (which ended June 30, 2018) and 167 days in FY 2019. (Comm'r's Decision at 4.) NSC directly paid Harmony Hill for the months of April 2018 through November 2018 at the general education rate, although NSC did not pay for a period of seven days during December 2018 when A. Doe continued to reside at Harmony Hill. *Id.*

It is undisputed that A. Doe was not eligible to receive special education services. *Id.* The general education rate applicable to NSC during this time frame was $49.08 per day. *Id.* The

[9] The Court refers to the child as A. Doe to protect his/her privacy.

special education rate for NSC for FY 2018 was $130.30 and for FY 2019 was $114.48. *Id.* DCYF contended that NSC was responsible for paying Harmony Hill or reimbursing the agency at the special education rate regardless of whether A. Doe was enrolled in special education classes. *Id.* at 2, 3. NSC disagreed and notified DCYF on March 18, 2018 that it refused to pay for A. Doe's education at Harmony Hill at the higher special education rate. *Id.* at 3. On March 20, 2018, DCYF served NSC with a "Notice of Responsibility for a Child in State Care." (Agreed Statement of Facts, Ex. 1, DCYF's Notice of Responsibility for a Child in State Care, at 1.)

NSC responded two days later by letter reiterating that it only would accept financial responsibility for A. Doe's education at the general education per pupil rate. (Agreed Statement of Facts, Ex. 3.)

On or about January 10, 2019, DCYF filed a "Request for an Order for Residency Determination and Designation of Party Responsible for the Education of a Youth Residing in a Residential Facility" with the Commissioner. (DCYF's Request for an Order for Residency Determination and Designation of Party Responsible for the Education of a Youth Residing in a Residential Facility.) DCYF asked the Commissioner to order NSC to reimburse DCYF for the difference between the payments NSC made at the general education rate and the amount the agency claimed NSC owed under the special education rate. *Id.* NSC objected to DCYF's petition for the special education rate and paid only the general education rate. (NSC's Am. Compl. ¶ 8.)

The parties submitted a joint statement of facts and joint exhibits. (Comm'r's Decision at 2.) They submitted the case to the Commissioner on the joint statement, joint exhibits, and briefs. *Id.* They articulated the legal issue before the Commissioner as:

> "whether school districts are required to reimburse DCYF for the cost of educating children it places in private residential facilities at the statutory special education per-pupil rate—which is significantly higher than the general education rate—even if the child does not

> have an individualized education program (an "IEP") and is not eligible to receive special education services." (Comm'r's Decision at 2.)

On March 8, 2019, the Commissioner granted DCYF's petition and ordered NSC to reimburse DCYF for the cost of services provided to A. Doe at the special education rate of $130.30 a day for 87 days in FY 2018 and $114.48 per day for 167 days in FY 2019, with credit for amounts paid directly to Harmony Hill. *Id.* at 13.

NSC appealed that decision to the Council[10] and also filed the instant appeal with the Superior Court without waiting until the Council had an opportunity to consider and rule on NSC's appeal from the Commissioner's decision. (NSC's Notice of Appeal; NSC's Compl.)

On November 5, 2019, the Council heard oral argument on NSC's appeal. (Council's Decision at 5.) The Council considered the appeal consistent with the applicable standard of review for determining an appeal from a decision of the Commissioner, to wit, whether the decision is "patently arbitrary, discriminatory, or unfair." *Id.* at 4 (quoting *Altman*, 115 R.I. at 405, 347 A.2d at 40). On December 3, 2019, the Council denied the appeal, and NSC amended its Complaint to reflect that decision. (Council's Decision at 5; NSC's Am. Compl.)

II

Standard of Review

General Laws 1956 § 42-35-15 governs the Superior Court's review of an agency decision. The statute provides:

> "The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact. The court may affirm the decision of the agency or remand the case for further proceedings, or it may reverse or modify the decision if substantial

[10] *See* 200 RICR 30-15-4.4, "Procedural Rules for Appeals from Decisions of the Commissioner."

> rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:
> "(1) In violation of constitutional or statutory provisions;
> "(2) In excess of the statutory authority of the agency;
> "(3) Made upon unlawful procedure;
> "(4) Affected by other error of law;
> "(5) Clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
> "(6) Arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion." Section 42-35-15(g).

When reviewing an agency decision, "questions of law—including statutory interpretation—are reviewed *de novo*." *Iselin v. Retirement Board of Employees' Retirement System of Rhode Island*, 943 A.2d 1045, 1049 (R.I. 2008). This Court will uphold an agency decision where "competent evidence exists in the record" to support that decision. *Environmental Scientific Corp v. Durfee*, 621 A.2d 200, 208 (R.I. 1993) (internal quotation omitted). Our Supreme Court defines legally competent evidence as "'such relevant evidence that a reasonable mind might accept as adequate to support a conclusion, and means an amount more than a scintilla but less than a preponderance.'" *Brindle v. Rhode Island Department of Labor & Training*, 211 A.3d 930, 934 (R.I. 2019) (quoting *Rhode Island Temps, Inc. v. Department of Labor and Training, Board of Review*, 749 A.2d 1121, 1125 (R.I. 2000)). The Court "does not weigh evidence or findings of fact, but merely reviews them to see whether they support the agency's decision." *St. Pius X Parish Corp. v. Murray*, 557 A.2d 1214, 1218 (R.I. 1989).

III

Analysis

The Court now turns to the relevant statutes. In both cases, the Commissioner construed §§ 16-64-1.1 and 16-64-1.2 to require the school committees to pay for general education services provided to a child in state custody placed in a residential facility at the applicable special education rate. General Laws 1956 § 16-64-1.1 provides in pertinent part:

> "§ 16-64-1.1. Payment and reimbursement for educational costs of children placed in foster care, group homes, or other residential facility by a Rhode Island state agency . . .
> "(c) Children placed by DCYF in a residential-treatment program, group home, or other residential facility, whether or not located in the state of Rhode Island, which includes the delivery of educational services provided by that facility (excluding facilities where students are taught on grounds for periods of time by teaching staff provided by the school district in which the facility is located), shall have the cost of their education paid for as provided for in subsection (d) and § 16-64-1.2. **The city or town determined to be responsible to DYCF [*sic*] for a per-pupil special-education cost pursuant to § 16-64-1.2 shall pay its share of the cost of educational services to DCYF or to the facility providing educational services.**
> "(d) Children placed by DCYF in group homes, child-caring facilities, community residences, or other residential facilities shall have the entire cost of their education paid for by DCYF if:
> "(1) The facility is operated by the state of Rhode Island or the facility has a contract with DCYF to fund a pre-determined number of placements or part of the facility's program;
> "(2) The facility is state licensed; and
> "(3) The facility operates an approved, on-grounds educational program, whether or not the child attends the on-grounds program." (Emphasis added.)

In turn, § 16-64-1.2 provides in pertinent part:

> "§ 16-64-1.2. Designation of residency of children in state care for purposes of financial responsibility under § 16-64-1.1(c)--Effect of designation of residence . . .
> "(a) An initial factual determination and designation of the residence of the parent(s) of a child placed in the care and custody of the state shall be made by the family court in accordance with § 33-15.1-2. The director of the department of children, youth, and families shall incorporate any designation of parent's residence on the child's intrastate education identification card and update the designation pursuant to § 42-72.4-1(b).
> "(b) If no factual determination and designation of the residence of the parent(s) of a child placed in the care and custody of the state is made by the family court pursuant to § 16-64-1.2(a), then the department of elementary and secondary education shall designate the city or town to be responsible for the per-pupil special education cost of education to be paid to DCYF or to the facility providing educational services for children in state care pursuant to § 16-64-1.1(c).

> "(c) The department of elementary and secondary education shall designate the city or town to be responsible for the per-pupil special education cost of education to be paid to DCYF for children in state care who have neither a father, mother, nor guardian living in the state or whose residence can be determined in the state or who have been surrendered for adoption or who have been freed for adoption by a court of competent jurisdiction using the following criteria: (1) last known Rhode Island residence of the child's father, mother, or guardian prior to moving from the state, dying, surrendering the child for adoption or having parental rights terminated; (2) when the child's parents are separated or divorced and neither parent resides in the state, the last known residence of the last parent known to have lived in the state. This designation by the department of elementary and secondary education shall be incorporated on the child's intra-state education identification card.
> "(d) The designation of a city or town pursuant to subsection (a), (b), or (c) of this section shall constitute prima facie evidence of parents' residence in the city or town and/or the city or town's financial responsibility for the child's education as provided in § 16-64-1.1. Pending any final decision under § 16-64-6 that a different city, town or agency bears any financial responsibility, the commissioner shall be authorized to order the general treasurer to deduct the amount owed from the designated community's school aid and to pay this amount to DCYF."

A review of the plain language of § 16-64-1.1(d) demonstrates that the subsection does not apply to either appeal. As to the CSC appeal, Meadowridge was not "operated by the state of Rhode Island" and the contract between Meadowridge and DCYF did not obligate DCYF "to fund a pre-determined number of placements or part of the facility's program." Section 16-64-1.1(d)(1); Contract, CSC's Ex. 2, Addendum I, Scope of Work, at 32. With respect to the NSC appeal, DCYF did not have a contract with Harmony Hill "to fund a pre-determined number of placements or part of the facility's program." Section 16-64-1.1(d)(1); Comm'r's Decision at 4; Deborah Buffi Aff. ¶ 5.

Section 16-64-1.1(c) requires that the designated city or town must "pay its share of the cost of educational services to DCYF or to the facility providing educational services." Section 16-64-1.1(c) is devoid of any provision that sets the obligation of the responsible city or town to

pay more than the actual per-pupil cost of educational services provided to a child in state custody. The reference to "per-pupil special education cost" clearly relates to the provision in § 16-64-1.2 that identifies how a city or town is to be designated as the financially responsible municipality. It does not determine how the designee's financial obligation is to be calculated.

There is no reference in either statute to support the conclusion that the designated city or town must pay more than its share at a rate inconsistent with the educational services provided to the child. Likewise, there is no support in either statute for the position advanced by CSC that it has no financial obligation to pay any share of the educational services provided to M. Doe at Meadowridge.

"[W]hen the language of a statute is clear and unambiguous, [the Court] must interpret the statute literally and must give the words of the statute their plain and ordinary meanings." *Johnston v. Poulin*, 844 A.2d 707, 711 (R.I. 2004) (internal quotation omitted); *State v. Oliveira*, 882 A.2d 1097, 1110 (R.I. 2005) (internal quotation omitted). "Moreover, when [the Court] examine[s] an unambiguous statute, 'there is no room for statutory construction and [the Court] must apply the statute as written.'" *Johnston*, 844 A.2d at 711 (quoting *State v. DiCicco*, 707 A.2d 251, 253 (R.I. 1998)).

However, "[i]f [the Court] discern[s] a statutory ambiguity, [the] Court establishes and effectuates the legislative intent behind the enactment." *State v. Fritz*, 801 A.2d 679, 682 (R.I. 2002). "[W]hen confronted with statutory provisions that are unclear or ambiguous, [the] Court, as final arbiter of questions of statutory construction, will examine statutes in their entirety, and will 'glean the intent and purpose of the Legislature 'from a consideration of the entire statute, keeping in mind [the] nature, object, language and arrangement' of the provisions to be construed.'" *DiCicco*, 707 A.2d at 253 n.1 (quoting *In re Advisory to the Governor*, 668 A.2d

1246, 1248 (R.I. 1996) and *Algiere v. Fox*, 122 R.I. 55, 58, 404 A.2d 72, 74 (1979)); *Oliveira*, 882 A.2d at 1110.

As our Supreme Court has stated: "We presume that the Legislature intended every word, sentence, or provision to serve some purpose and have some force and effect, . . . but we will not interpret a statute in a manner that would defeat the underlying purpose of the enactment." *Pier House Inn, Inc. v. 421 Corporation, Inc.*, 812 A.2d 799, 804 (R.I. 2002) It is well established that "under no circumstances will [the] Court 'construe a statute to reach an absurd result.'" *Berman v. Sitrin*, 991 A.2d 1038, 1043 (R.I. 2010); *Smiler v. Napolitano*, 911 A.2d 1035, 1041 (R.I. 2006) (quoting *State v. Menard*, 888 A.2d 57, 60 (R.I. 2005))

While the Court generally must defer to an agency's interpretation of an ambiguous statute that the General Assembly empowered it to enforce, even when other reasonable constructions are possible, the Court is not bound by an interpretation that is "clearly erroneous or unauthorized." *Town of Warren v. Bristol Warren Regional School District*, 159 A.3d 1029, 1038 (R.I. 2017) (internal quotation omitted). The Court's ultimate interpretation of a statute must be "grounded in policy considerations and [it] will not apply a statute in a manner that will defeat its underlying purpose." *Arnold v. Rhode Island Department of Labor and Training Board of Review*, 822 A.2d 164, 169 (R.I. 2003) (citing *Pier House Inn, Inc.*, 812 A.2d at 804).

In this case, § 16-64-1.1 is not ambiguous. Contrary to the argument advanced by CSC, § 16-64-1.1 clearly and unambiguously obligates the designated municipality, as determined under § 16-64-1.2, to pay "*its share* of the cost of educational services to DCYF or to the facility providing educational services." Section 16-64-1.1 (emphasis added). Contrary to the position taken by DCYF and accepted by the Commissioner and Council, the statute limits the obligation of the municipality to "*its share* of the cost of educational services," not some higher, arbitrary

amount. (Emphasis added.) The statute refers to § 16-64-1.2 to identify "[t]he city or town determined to be responsible to DYCF [*sic*]" *Id.* It is the city or town who would be deemed responsible under § 16-64-1.2 "for a per-pupil special-education cost" if M. Doe in the Cumberland case or A. Doe in the Newport case had received special education services, to wit, Cumberland in the case of M. Doe and Newport in the case of A. Doe.

Even if the Court were to find an ambiguity in the statutory language, the outcome would not differ. The administrative agency's interpretation of § 16-64-1.1 would lead to an absurd and punitive result. Construction of § 16-64-1.1 to require the municipalities to pay more than their "share of the cost of educational services" would defeat the underlying purpose of the statute and violate public policy against providing a windfall to one party while arbitrarily penalizing another. To put this dispute in perspective, the Court considers the practical impact of the agency's decision on the Plaintiffs in these cases. Using the Newport case for example, it is undisputed that:

1. The general education rate applicable to NSC during FY 2018 was $49.08 per day. (Comm'r's Decision at 4.) The special education rate for NSC for FY 2018 was $130.30. *Id*. The Commissioner ordered NSC to assume financial responsibility for A. Doe's education at Harmony Hill for eighty-seven days in FY 2018. *Id*. at 13. At the general education rate, NSC would be obligated to pay $4269.96 for FY 2018. At the special education rate, NSC would be obligated to pay $11,336.10 for FY 2018. That is a difference of $7066.14.

2. The general education rate applicable to NSC during FY 2019 was $49.08 per day. *Id*. at 4. The special education rate for NSC for FY 2019 was $114.48. *Id*. The Commissioner ordered NSC to assume financial responsibility for A. Doe's education at Harmony Hill for 167 days in FY 2019. *Id.* at 13. At the general education rate, NSC would be obligated to pay $8196.36 for FY 2019. At the special education rate, NSC would be obligated to pay $19,118.16 for FY 2019. That is a difference of $10,921.80.

Based upon simple mathematics, the Commissioner's order would require NSC to pay almost two and a half times more than the cost of A. Doe's general education, $30,454.26 rather

than $12,466.32. To interpret the statute to require such excessive payment that bears no relationship to the services provided to the child would lead to an arbitrary, punitive, and absurd result. Therefore, even if the Court had found that § 16-64-1.1 was ambiguous, the outcome would not differ. The Court would resolve the ambiguity by construing the language to require each municipality to pay only "its share of the cost of education services," in these cases, payment based upon the per-pupil general education cost because both M. Doe and A. Doe received general education services.

IV

Conclusion

For the above reasons, the Court grants CSC and NSC's appeals. After reviewing the entirety of both records, this Court finds the decisions of the Commissioner and the Council are in violation of statutory provisions, in excess of statutory authority, arbitrary and capricious, and not supported by credible evidence on the record.

As to PC-2020-0031:

1. CSC is responsible for the per-pupil general education cost of M. Doe's education while in residence at Meadowridge; and
2. CSC shall within thirty (30) days of the date of this decision either (a) reimburse DCYF as set forth in paragraph 1; or (b) enter into a stipulation with DCYF that provides an agreed upon reimbursement schedule in the amount due; or
3. This case will be remanded so that the Commissioner, after notice to the parties, may enter an order requesting that the State Treasurer withhold any unpaid balance from the state education aid to be paid to CSC. *See* § 16-5-30.

As to PC-2019-4024:

1. NSC is responsible for the per-pupil general education cost of A. Doe's education while in residence at Harmony Hill; and
2. NSC shall within thirty (30) days of the date of this decision either (a) reimburse DCYF as set forth in paragraph 1 for any amount due, if any; or (b) enter into a stipulation with DCYF that provides an agreed upon reimbursement schedule in the amount due, if any; or
3. This case will be remanded so that the Commissioner, after notice to the parties, may enter an order requesting that the State Treasurer withhold any unpaid balance from the state education aid to be paid to NSC. *See* § 16-5-30.

Counsel will submit the appropriate order for entry.

RHODE ISLAND SUPERIOR COURT
Decision Addendum Sheet

TITLE OF CASES:	**Cumberland School Committee vs. Rhode Island Council on Elementary and Secondary Education, et al.** **Newport School Committee vs. Rhode Island Department of Education, et al.**
CASE NOS:	**PC-2020-0031 and PC-2019-4024**
COURT:	**Providence County Superior Court**
DATE DECISION FILED:	**November 17, 2020**
JUSTICE/MAGISTRATE:	**Vogel, J.**
ATTORNEYS:	
For Plaintiff:	**Stephen Adams, Esq.** **Neil P. Galvin, Esq.**
For Defendant:	**Paul V. Sullivan, Esq.** **Benjamin Copple, Esq.**