

**PUBLIC LAWS 1965, CHAPTER 80**  
**APPROVING AND RATIFYING THE AGREEMENT BETWEEN THE**  
**TOWNS OF EXETER AND WEST GREENWICH**  
**RHODE ISLAND WITH RESPECT TO THE FORMATION OF A**  
**REGIONAL SCHOOL DISTRICT**  
**WITH AMENDMENTS INCORPORATED THEREIN**  
**AS OF APRIL 2015**

This agreement is entered into by the towns of Exeter and West Greenwich of the State of Rhode Island, hereinafter sometimes referred to as member towns, pursuant to the provisions of chapter 3 of title 16 of the general laws of 1956 of the State of Rhode Island, as amended, for the establishment of a regional school district, hereinafter sometimes referred to as the regional school district or district.

**Section I. The regional district school committee.**

**(A) Composition.**

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter sometimes referred to as the committee. The committee shall consist of seven (7) members, four (4) from the town of Exeter and three (3) from the town of West Greenwich. Except as otherwise provided in subsection I(B), all members shall be elected at biennial town elections. All members shall serve until their respective successors are appointed and qualified. The school committee shall be reapportioned following each decennial national census. Reapportionment to take effect at the election next following the census. The school committee shall continue to have seven (7) members and the members shall continue to have four (4) year staggered terms. The school committee in office in April of 2012 and each tenth year thereafter shall set the number of committee members from each town, on the basis of the population of each town, and provide for staggered terms. The town with the higher population will have no more than four (4) committee members.

**(B) Initial committee.** [No longer applicable]

**(C) Subsequent committee members.** [First four sentences of original act are no longer applicable. Following are the currently applicable provisions of P.L. 1992 Ch. 1:]

At the biennial town elections in 1992 the town of Exeter shall elect two (2) members, for terms of four (4) years, and the town of West Greenwich shall elect one (1) member, for a term of four (4) years. At the biennial town elections in 1994 the town of Exeter shall elect two (2) members and the town of West Greenwich shall elect two (2) members for terms of four (4) years. The terms of office of the aforesaid members shall commence on the first day of December following their election. Thereafter, in every year in which the term of office of one (1) or more members expires, the member towns involved shall at its biennial town election elect one (1) or more members, as the case may be, to serve for a term of four (4) years commencing on the first day of December following such election.

**(D) Vacancies.**

If a vacancy occurs among the members appointed by the school committees under subsection I (B) or among the members elected under subsection I (C), the town council from the town involved shall appoint a member to serve until the next biennial town election, at which election a successor shall be elected to serve for the balance of the unexpired term, if any.

**(E) Organization.**

Promptly upon the appointment and qualification of the initial members and on the 1<sup>st</sup> day of December biennially thereafter the committee shall organize and choose by a ballot a chairman and a vice chairman from its own membership. The chairman and vice chairman shall retain full rights to vote on all matters before the committee. At the same meeting, or at any other meeting, the committee shall appoint a treasurer and a secretary, who may be the same person but who need not be members of the Committee, choose such other officers as it deems advisable, determine the terms of office of its officers (except the chairman and vice chairman who shall be elected biennially as provided above), and prescribe the powers and duties of any of its officers, fix the time and place for its regular meetings and provide for the calling of special meetings.

**(F) Powers and duties.**

The committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties, not inconsistent with this agreement, as are specified in section 16-3-11 of the general laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

**(G) Quorum.**

The quorum for the transaction of business shall require that at least four (4) members of the committee be present and that both Towns of the School District be represented, but a number less than the simple majority may adjourn.

**(H) Compensation.**

Compensation for members of the committee and the clerk and treasurer thereof, shall be determined by the voters at the regional school district financial meeting.

**(I) Surety bonds.**

The clerk and treasurer of the district shall give surety bonds to the regional school district in such sum and with such surety as shall be satisfactory to the committee. The expense of the bonds shall be chargeable to the regional school district.

**Section II. The regional district school building committee.**

**(A) Composition.**

The regional district school building committee shall consist of twelve (12) members, six (6) from the town of Exeter and six (6) from the town of West Greenwich.

**(B) Method of selection.**

Six (6) of the members of the regional district school committee shall be members ex-officii of the school building committee to be selected by the school committee. In

addition, the town council of each member town shall appoint three (3) residents of the town to serve as members of the regional district school building committee.

**(C) Method of organization.**

At such time as a regional district school building committee shall be deemed necessary, the chairman of the regional district school committee shall call upon the respective town councils of the member towns for the appointment of the necessary representatives. The chairman of the regional district school committee shall then notify those persons appointed or elected of the time and place of the first meeting, and shall act as the temporary chairman, without voting rights, until the regional district school building committee shall have completed its own organization.

**(D) Powers and duties.**

The regional district school building committee shall have the following duties:

(1) To secure competent architectural and engineering services for the making of surveys, the preparation of plans and specifications for the construction and equipment of a school or schools in said district, and to employ such clerical assistance as may be necessary.

(2) To construct, furnish and equip schools and athletic facilities and improve the grounds upon which the schools are located and to make additions to said schools as may be needed.

(3) To make all contracts and agreements that may be necessary for the exercise of the powers vested in said district school building committee by subparagraphs (1) and (2) hereof, provided, however, that said regional district school building committee shall not make any expenditure or incur any liability unless the necessary appropriations have been authorized by the regional school district financial meeting as hereinafter provided.

**(E) Term.**

The term of the building committee shall be until such time as the authorized building or buildings have been constructed and have been accepted by the regional district school building committee upon recommendation of the architects engaged by the regional district school building committee and for one year thereafter, whereupon the term of office of the committee shall terminate.

**(F) Vacancies.**

In the event of a vacancy on the school building committee, the town council from the member town involved shall appoint a member to serve the balance of term, provided, however, that any vacancy among the members of the regional school district committee serving ex-officii shall be filled in accordance with subsection I (D).

**(G) Limitation of liability.**

No member of the regional district school building committee shall be held personally liable for damages in the performance of his duties as a member of the committee.

**Section III. Location of the regional district school.**

The regional district middle and secondary school or schools shall be located within the geographical limits of the district and within two miles of the common boundary separating the towns of Exeter and West Greenwich. All elementary schools of the district shall be located at convenient places chosen by the regional district school committee. The amount of land taken by condemnation for any building site may exceed five acres but shall not exceed seventy-five acres for any one building site.

**Section IV. Type of regional school district.**

Commencing July 1, 1965, the regional school district shall operate at all grade levels now provided by the member towns and shall perform all educational services currently provided in the member towns. The district may provide such other services as the committee may determine.

All school buildings currently in use in the member towns shall be transferred to the district on July 1, 1965. The district shall assume responsibility for the servicing of outstanding debts thereon on July 1, 1965.

**Section V. Annual budget of the regional school district.**

**(A) All-day referendum**

The annual budget of the regional school district as proposed by the school committee shall be voted upon in an all-day referendum in the member towns to be held on the second or third Monday of April each year to be scheduled by the school committee, with approval obtained by a majority vote of the combined total vote of Exeter and West Greenwich.

**(B) Purpose**

The all-day referendum shall be the forum for the voters of Exeter and West Greenwich to approve or reject the school committee's proposed budget for the upcoming fiscal year and to approve or reject any warrant items that the school committee may place on the ballot.

**(C) Eligible voters and voting process**

All voters qualified to vote for at least 30 days prior to the date of the scheduled all-day referendum or any subsequent referenda shall be eligible to vote at any all-day referendum. The boards of canvassers of the towns of Exeter and West Greenwich shall canvass the respective voting list of said towns prior to any such all-day referendum and may, the provisions of R.I. Gen. Laws §7-11-1.1 notwithstanding, conduct the voting at a single polling place in each Exeter and West Greenwich.

**(D) Referenda subsequent to voter rejection of the budget**

In the event that voters reject the school committee's proposed annual budget, the committee, shall, as needed, schedule subsequent all-day referenda to consider revised annual budgets. Subsequent referenda may be conducted at thirty (30) day intervals and shall be conducted in a manner consistent with section V (C) above. Prior to any subsequent referenda, the school committee shall meet and adopt a revised budget. The revised budget shall be, at the minimum, the amount necessary to operate the school district for the next fiscal year in compliance with state and federal mandates and contractual obligations. To gain voter approval of the revised budget, the school committee may advertise the advantages of their revised budget within the towns and may, if the school committee deems it necessary, schedule an informational district financial meeting.

**(E) Failure of referenda to yield an approved annual budget**

If the school committee is unable to obtain an approved annual budget via the referenda process set forth above before the beginning of the upcoming fiscal year, July 1, then the school committee shall operate the school district in accordance with R.I. Gen. Laws §16-2-23 and may seek any relief under the applicable laws and regulations.

**Section VI. Allocation of the costs of the regional school district.**

**(A) Classification of costs.**

For the purpose of apportioning assessments levied by the regional school district against the member towns, costs shall be divided into two categories: construction costs and operating costs.

**(B) Construction costs.**

Construction costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of construction, reconstructing and adding to buildings, and the cost of remodeling or making extraordinary repairs to a school building or buildings, including without limitation the cost of the original equipment and furnishings for such buildings or additions, plans, architects' and consultants' fee, grading and other costs incidental to placing school buildings and additions and related premises in operating condition. Construction costs shall also include payment or principal of and interest on bonds, notes or other obligations issued by the district to finance construction costs.

**(C) Operating costs.**

Operating costs shall include all costs not included in construction costs as defined in subsection VI (B), but including interest on temporary notes issued by the district in anticipation of revenue.

**(D) Apportionment of construction and operating costs.**

Construction and operating costs for the first fiscal year next following the establishment of the regional school district and for every fiscal year thereafter shall be apportioned to the member towns on the basis of their respective pupil enrollments in the regional school system. Each member town's share of construction and operating costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district schools on October 1 of the year next preceding the year for which the apportionment is determined bears to the total pupil enrollment from all the member towns in the regional district schools on the same date. In the event that enrollment in the regional district schools has not been accomplished by October 1 of any such year, construction and operating costs shall be apportioned on the basis of



enrollment of pupils residing in each member town and receiving education at such town's expense on October 1 of such year.

**(E) Times of payment of apportioned costs.**

Each member town shall pay to the district in each year its proportionate share, certified as provided in subsection VII (E), of the construction and operating costs. The annual share of each member town shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

September 15	25%
December 15	50%
March 15	75%
June 15	100%

**Section VII. Procedure for the adoption of the annual budget.**

**(A) Fiscal year.**

The regional school district fiscal year shall begin on July 1 of each year.

**(B) Initial budget.** [No longer applicable]

**(C) Tentative maintenance and operating budget.**

1. Thereafter; [after initial budget] it shall be the duty of the regional school district superintendent or chief administrative officer, to present to the regional district school committee, at its regular meeting in the month of January, a preliminary budget containing his estimates of the amount of money needed to operate the regional school district system for the ensuing fiscal year, including therein provisions for any installment of principal or interest to become due in such year on any bonds or other evidences of indebtedness of the district and any other construction costs to be apportioned to the member towns in such year. The form of the budget shall conform to the account system of the state department of education.

2. The regional district school committee shall prepare and approve a budget which it believes will efficiently operate the regional school district for the ensuing year not later than the second Tuesday in March.

3. At least seven (7) days before the all-day referendum in which the budget is to be adopted, the regional district school committee shall hold a public hearing on the proposed budget, at which time any citizen entitled to vote at the all-day referendum may be heard. Notice of the date of such hearing, together with a summary of the proposed budget, accompanied by a statement of the amount necessary to be raised by taxation shall be given at least ten (10) days in advance thereof, by publication once in a newspaper of general circulation within the regional school district and published in the State of Rhode Island.

4. Within seventy-five (75) days before the all-day referendum at which the budget is to be adopted, the regional district school committee shall hold workshops for the purpose of committee deliberation, public information and public input with respect to the budget. Notice of the dates of such workshops shall be given at least ten (10) days in advance thereof, by publication once in a newspaper of general circulation within the regional school district and published in the State of Rhode Island.

**(D) Final maintenance and operating budget.**

No later than the second Tuesday of March in each year, the committee shall adopt the final budget for the regional school district, the budget to include debt and interest charges and any other current construction costs as separate items, and shall apportion the amounts so necessary to be raised in order to meet the budget in accordance with the provisions of subsection VI (D). The final budget, as adopted by the regional district school committee, shall be acted upon at the all-day referendum to be held on the second or third Monday or April of each year as provided by Section V.

**(E) Notification to member towns.**

Within ten (10) days subsequent to the adoption of the budget at the all-day referendum, the regional school district treasurer shall certify to the budgeting officers and financial town meeting of the respective towns the amount of money to be raised by taxes in each town as herein provided for the support of the regional school district which amount shall become a part of the budget for each respective town, and shall be appropriated in full by the financial town meeting.

**(F) Records.**

The fiscal records of the regional district school committee shall be available to the auditors of the member towns.

**Section VIII. Transportation.**

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member towns as an operating cost. The regional district school committee shall be bound by existing transportation contracts.

**Section IX. Admission of additional towns.**

By an amendment of this agreement under and in accordance with section XI below, any other town or towns may be admitted to the regional school district upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and with such terms as may be set forth in such amendment.

**Section X. Withdrawal.**

**(A) Limitations.**

Any member town may petition to withdraw from the regional school district at a time and under terms to be stipulated in a proposed amendment to this agreement, provided, that (1) the town seeking to withdraw has paid over to the district any costs which have been certified by the regional district treasurer to the treasurer of the

withdrawing town, including the entire amount so certified for the year in which such withdrawal takes effect and (2) said town shall remain liable to the regional school district for its share of the indebtedness of the regional school district outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as if the town had not withdrawn from the regional school district.

**(B) Procedure.**

A town seeking to withdraw from the regional school district shall cease to be a member if such proposed amendment is approved by a majority of all the members of the regional district school committee and accepted by the petitioning town and each of the other member towns, acceptance by each town to be by a majority vote of the voters present at an annual financial town meeting or at a special financial town meeting called for the purpose.

**(C) Cessation of term of office withdrawing town's members.**

Upon the effective date of withdrawal the term of office of the members serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the committee shall be decreased accordingly.

**(D) Payments of certain construction costs made by a withdrawing town.**

The money received by the regional school district from the withdrawing town for payment of indebtedness or interest thereon shall be used only for such purpose and until so used shall be deposited in trust in the name of the regional school district with a banking institution in the State of Rhode Island having a combined capital and surplus of not less than \$5,000,000.

**(E) Apportionment of costs after withdrawal.**

The withdrawing towns annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made next prior to the effective date of the withdrawal. The remainder of any such installment after

subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in subsection VI (D) or as may be otherwise provided in the amendment providing for such withdrawal.

#### **Section XI. Amendments.**

This agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall impair the right of the holders of any bonds or notes or other evidences of indebtedness of the regional school district then outstanding, or the rights of the regional school district to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the regional school district and the reapportionment accordingly of construction costs of the regional school district represented by bonds or notes of the regional school district then outstanding and of the interest thereon. A proposal for amendment may be initiated by a majority vote of all the members of the regional district school committee or by a petition signed by 10% of the registered voters of any one of the member towns. In the latter case, the petition shall contain at the end thereof, a certification by the clerk of the canvassing authority of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town. Any such proposal for amendment shall be presented to the clerk of the regional district school committee, who shall mail or deliver a notice in writing to the town council of each of the member towns that a proposal to amend this agreement has been received and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The school committee shall schedule an all-day referendum to vote on the adoption of the proposed amendment. The town councils of the member towns shall thereupon meet to provide for the all-day referendum in the member towns, with approval of the proposed amendment to be by majority vote of the combined total vote of the member towns.

#### **Section XII. Employment of teachers and extension of tenure.**

All teachers in positions to be superseded by the establishment of the regional district school shall be given preferred consideration for similar positions in the regional district school to the extent that such positions exist therein; and any such teacher who on the date of his contract of employment with the regional school district is on tenure, shall continue thereafter to serve on a tenure basis.

**Sec. XIII. Application of general laws.**

The provisions contained in sections 16-3-1 through 16-3-25 inclusive of the general laws of Rhode Island which are not inconsistent with this agreement shall be applicable to the regional school district.