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STATE OF RHODE ISLAND

IN GENERAL ASSEMBLY

JANUARY SESSION, A.D. 2011

A N A C T

RELATING TO THE EXETER - WEST GREENWICH REGIONAL SCHOOL DISTRICT

Introduced By: Representatives Tomasso, Valencia, and Costa

Date Introduced: March 22, 2011

Referred To: House Health, Education & Welfare

It is enacted by the General Assembly as follows:

1 SECTION 1. Chapter 80 of the Public Laws of 1965, entitled "An Act Approving and
2 Ratifying the Agreement between the Towns of Exeter and West Greenwich, Rhode Island, with
3 Respect to the Formation of a Regional School District," and the several amendments to the same
4 subsequent thereto, are hereby in their entirety amended to read as follows:

5 PREAMBLE

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

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

12 **(A) Composition.**

13 The powers and duties of the regional school district shall be vested in and exercised by a
14 regional district school committee, hereinafter sometimes referred to as the committee. The
15 committee shall consist of seven (7) members, four (4) from the town of Exeter and three (3)
16 from the town of West Greenwich. Except as otherwise provided in subsection I (B), all members
17 shall be elected at biennial town elections. All members shall serve until their respective
18 successors are appointed and qualified.

19 **(B) Initial committee.** [No longer applicable]

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

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

12 **(D) Vacancies.**

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

17 **(E) Organization.**

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

27 **(F) Powers and duties.**

28 The committee shall have all the powers and duties conferred and imposed upon school
29 committees by law and conferred and imposed upon it by this agreement, and such other
30 additional powers and duties, not inconsistent with this agreement, as are specified in section 16-
31 3-11 of the general laws and any amendments thereof or additions thereto now or hereafter
32 enacted, or as may be specified in any other applicable general or special law.

33 **(G) Quorum.**

34 The quorum for the transaction of business shall be a majority of the committee, but a

1 number less than the majority may adjourn.

2 **(H) Compensation.**

3 Compensation for members of the committee and the clerk and treasurer thereof, shall be
4 determined by the voters at the all-day referendum provided in Section V.

5 **(I) Surety bonds.**

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

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

10 **(A) Composition.**

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

13 **(B) Method of selection.**

14 Six (6) of the members of the regional district school committee shall be members ex-
15 officio of the school building committee to be selected by the school committee. In addition, the
16 town council of each member town shall appoint three (3) residents of the town to serve as
17 members of the regional district school building committee.

18 **(C) Method of organization.**

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

26 **(D) Powers and duties.**

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

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

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

34 (3) To make all contracts and agreements that may be necessary for the exercise of

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

5 **(E) Term.**

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

11 **(F) Vacancies.**

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

16 **(G) Limitation of liability.**

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

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

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

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

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

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

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

1 The annual budget of the regional school district as proposed by the school committee
2 shall be voted upon in an all-day referendum in the member towns to be held on the second or
3 third Monday of April each year to be scheduled by the school committee, with approval obtained
4 by a majority vote of the combined total vote of Exeter and West Greenwich. All voters qualified
5 to vote for at least 30 days prior to the date of the scheduled all-day referendum or any
6 subsequent referenda shall be eligible to vote at any all-day referendum. The boards of canvassers
7 of the towns of Exeter and West Greenwich shall canvass the respective voting list of said towns
8 prior to any such all-day referendum. In the event that the annual budget proposed by the school
9 committee is rejected, the school committee may schedule further all-day referenda to consider
10 revised annual budgets.

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

12 **(A) Classification of costs.**

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

16 **(B) Construction costs.**

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

25 **(C) Operating costs.**

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

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

30 Construction and operating costs for the first fiscal year next following the establishment
31 of the regional school district and for every fiscal year thereafter shall be apportioned to the
32 member towns on the basis of their respective pupil enrollments in the regional school system.
33 Each member town's share of construction and operating costs for each fiscal year shall be
34 determined by computing the ratio which the town's pupil enrollment in the regional district

1 schools on October 1 of the year next preceding the year for which the apportionment is
2 determined bears to the total pupil enrollment from all the member towns in the regional district
3 schools on the same date. In the event that enrollment in the regional district schools has not been
4 accomplished by October 1 of any such year, construction and operating costs shall be
5 apportioned on the basis of enrollment of pupils residing in each member town and receiving
6 education at such town's expense on October 1 of such year.

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

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

12	September 1	25%
13	December 1	50%
14	February 1	75%
15	May 1	100%

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

17 **(A) Fiscal year.**

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

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

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

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

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

32 3. At least seven (7) days before the all-day referendum in which the budget is to be
33 adopted, the regional district school committee shall hold a public hearing on the proposed
34 budget, at which time any citizen entitled to vote at the all-day referendum may be heard. Notice

1 of the date of such hearing, together with a summary of the proposed budget, accompanied by a
2 statement of the amount necessary to be raised by taxation shall be given at least ten (10) days in
3 advance thereof, by publication once in a newspaper of general circulation within the regional
4 school district and published in the State of Rhode Island.

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

11 5. Motions to increase or decrease the budget.

12 Motions to increase or decrease the budget by ten thousand dollars (\$10,000) or more
13 may be made by any qualified elector, provided that such motion is submitted to the regional
14 school district treasurer not later than thirty (30) days before the date of the all day referendum.
15 The district treasurer shall forward the proposed amendment to the Town Clerks of Exeter and
16 West Greenwich for inclusion on the ballot at the all-day referendum.

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

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

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

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

31 **(F) Records.**

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

34 **Section VIII. Transportation.**

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

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

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

10 **Section X. Withdrawal.**

11 **(A) Limitations.**

12 Any member town may petition to withdraw from the regional school district at a time
13 and under terms to be stipulated in a proposed amendment to this agreement, provided, that (1)
14 the town seeking to withdraw has paid over to the district any costs which have been certified by
15 the regional district treasurer to the treasurer of the withdrawing town, including the entire
16 amount so certified for the year in which such withdrawal takes effect and (2) said town shall
17 remain liable to the regional school district for its share of the indebtedness of the regional school
18 district outstanding at the time of such withdrawal, and for interest thereon, to the same extent
19 and in the same manner as if the town had not withdrawn from the regional school district.

20 **(B) Procedure.**

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

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

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

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

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

1 \$5,000,000.

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

3 The withdrawing towns annual share of any future installment of principal and interest on
4 obligations outstanding on the effective date of its withdrawal shall be fixed at the percentage
5 prevailing for such town at the last annual apportionment made next prior to the effective date of
6 the withdrawal. The remainder of any such installment after subtracting the shares of any town or
7 towns which have withdrawn shall be apportioned to the remaining member towns in the manner
8 provided in subsection VI (D) or as may be otherwise provided in the amendment providing for
9 such withdrawal.

10 **Section XI. Amendments.**

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

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

33 All teachers in positions to be superseded by the establishment of the regional district
34 school shall be given preferred consideration for similar positions in the regional district school to

1 the extent that such positions exist therein; and any such teacher who on the date of his contract
2 of employment with the regional school district is on tenure, shall continue thereafter to serve on
3 a tenure basis.

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

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

8 SECTION 2. This act shall take effect upon passage.

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