

Consent Agenda Items

Committee Members Attendance: Chair Catherine Giusti, Vice Chair Karen Reynolds, Donna Chambers, Kathryn Colasante, Polly Hopkins, Craig Louzon, Linda Lyall, Andrew McQuaide, Larry Phelps, Patricia Pouliot and Jessica Purcell. Absent: Tyler Champlin.

Administrators and Others Attendance: Superintendent Gina Picard, Assistant Superintendent Michael Comella, Systems Administrator Eric O'Brien, High School Principal Andrea Spas, High School Assistant Principal Jean Bradanini, NEA President Vin Levkowich and many NEA Certified Members, Attorney for the School Committee Jon Anderson, Richmond Town Council Member Helen Sheehan, Representative Megan Cotter and School Committee Clerk Donna Sieczkiewicz.

I. Meeting Call to Order/Pledge of Allegiance/Silent Meditation

Chair Catherine Giusti called the special meeting of the Chariho School Committee, held in the Chariho High School Library, to order at 6:00 PM. She asked all to please stand for the Pledge of Allegiance and a moment of silence.

II. Approval to Retain Locke Lord Attorney Karen Grande as Bond Counsel

Superintendent Picard recommended approval to retain Locke Lord Attorney Karen Grande for a flat fee of \$10,000, inclusive of disbursements (her fee is reimbursable), to prepare documents required for Stage II legislation. This would include Memorializing Resolutions for the member Towns and the drafting and submission of legislation. Karen has done previous bond work for Chariho dating back to 2008. Craig made a motion, seconded by Andrew, to retain Locke Lord Attorney Karen Grande for a flat fee of \$10,000, inclusive of disbursements, to prepare document required for Stage II legislation. Larry asked why should they pay her \$10,000 up front. What happens if they don't get the bond? Why not pay her if the bond passes? Gina explained that she has to write the language for the bond. That happens before the vote to which Linda added that they have to go out to bond either way. Pat clarified that she is getting paid for her service to which Gina replied "yes". Polly questioned why someone at BRCSM couldn't handle this. They have twelve attorneys. Gina responded that they are not bond counselors. Jon added that there are probably only 6-8 lawyers who are qualified to prepare documents for legislation. Larry questioned if SLAM had anyone who could do this. Gina replied they do not. They are architects not bond counsel.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was

VOTED: To retain Locke Lord Attorney Karen Grande for a flat fee of \$10,000, inclusive of disbursements, to prepare documents required for Stage II legislation. This would include Memorializing Resolutions for the member Towns and the drafting and submission of legislation. In favor: Chambers, Colasante, Giusti, Louzon, Lyall, McQuaide, Pouliot, Purcell and Reynolds. Opposed: Hopkins and Phelps. The motion carried by a vote of 9 in favor with 2 opposed.

III. Request to Censure School Committee Member Polly Hopkins

Chair Giusti stated that the next agenda item is a vote of public censure in regards to member Polly Hopkins. A vote of censure has not previously been taken by this School Committee. She'd like to be clear about what this potential censure does and does not do. A vote of public censure does not violate Ms. Hopkins' First Amendment rights. Any vote taken tonight doesn't limit anyone's right to say whatever they'd like on any platform, be it in public, private or on social media. What a vote of public censure does, quite simply, is give the School Committee the opportunity to discuss if the actions taken by Ms. Hopkins so greatly violated our Code of Basic Management Principles and Ethical Standards for School Committee Members that they deserve rebuke. She would remind School Committee members that tonight is not the opportunity to speak about the teacher about whom the post in question was written. This is not the time to discuss this teacher's job performance or any qualms you may have with this teacher personally. Should you have an issue with the job performance of any Chariho teacher or staff, there is a procedure as detailed in letter 'F' of our Rules of Conduct. I will ask you all to refrain from using the name of the teacher who is referenced in the post. She would further remind School Committee members that this agenda item is narrow. It is simply "Request to Censure School Committee Member Polly Hopkins". This is not an opportunity to discuss any other members or other potential violations of our Code of Conduct. This agenda item is to discuss the actions of Member Hopkins as it relates to her performance as a School Committee

member only. It's not an opportunity to discuss her outside of that role. She would also ask that this not become a back and forth discussion between School Committee members. Please refrain from having side conversations as well. She will ask each School Committee member to give their thoughts first. She will then give the public an opportunity to speak. She would ask that members of the Public keep your comments to 3-4 minutes each, in an effort to be fair. Please do not "yield your time" to another person. It makes the meeting chaotic. If your comments cannot be made within 4 minutes she will ask you to end your comments and we will see if there is time for you to finish before we end the meeting. After public comments she will return to the SC for a final comment from each member. She will then ask the Committee to vote using the roll call method, where each member will each speak your vote into the record. Finally, please remember to use the microphones. She will begin with Member McQuaide who requested this agenda item. Ms. Hopkins, you may choose to follow Member McQuaide or to speak last.

Andrew stated he will begin with a motion, to which Donna commented that she hopes Andrew is going to explain what happened as she is not clear where these comments were made. Not everyone knows. Chair Giusti responded that this will be borne out in the comments. Andrew continued. In accordance with the Chariho School Committee's Rules of Conduct Section V A which states, "In the event that the School Committee determines, after affording written notice and a public hearing, that a member of the School Committee has violated the Rules of Conduct, the School Committee may vote in public session to censure that member." *He is making a motion to formally censure School Committee Member Polly Hopkins for stating, "Someone should check on Sandra Laub...after her notorious role playing Golda Meir, she leapt onto the Anti-racist bandwagon and whole-bodily supported the ARTF at Chariho. She must be splitting in 2 between support for Israel and Hamas. *comrades should support comrades* *snort*" in violation of the Chariho School Committee's Rules of Conduct Section III F which states, "Individual School Committee member concerns about employee performance and/or character shall be brought to the attention of the Superintendent and Chair." And Section IV A which states, "All members of the School Committee are bound by the Code of Basic Management Principles and Ethical Standards for School Committee Members." and specifically sections 16 and 17 of the Code which states, "The Chariho School Committee accepts the obligation to operate the public schools in accordance with the fundamental principles and standards of school management which principles include, but are not limited to, the following...16. Avoid criticizing employees publicly. 17. Strive to promote harmonious working relations with all School Committee members and school staff that are based on mutual respect, fairness and openness."* The motion was seconded by Craig and Karen. Andrew noted that at the last School Committee meeting, NEA President Vin Levcowich shared with the Committee the statement he just read as part of his motion. He hopes the School Committee agrees with him that this is a plain violation of their Rules of Conduct. Member Hopkins names a school employee, speaks specifically to this employee's work at Chariho not just work conducted outside the District, and then Member Hopkins disparages this employee by stating that she supports Hamas, a terrorist organization that massacred over 1100 people and took over 200 people hostage as part of their October 7, 2023 attack on Israel. He really can't believe that they are doing this. Quite frankly, this on its own should be sufficient evidence to vote in favor of the censure, period. However, with that said, he will share a few brief comments. First, he is not aware of any instance, since becoming aware of this, that Member Hopkins has shown any remorse for her statement. Hiding behind the First Amendment is not an act of bravery. Quite the opposite. It is an act of cowardice because, in doing so, Member Hopkins does not hold herself in the least bit accountable for what she said but, rather, that it is her right to say what she said. Let's be very clear, we are not debating Polly's First Amendment right this evening. Nothing about this motion limits Polly's right to speak in inflammatory terms. We, as a School Committee, are exercising our First Amendment right to object to the substance of what Polly shared. Our Rules of Conduct appropriately provide this Committee with a forum to object and this meeting and this vote is the appropriate forum. And he does object to this flagrant violation of our Rules of Conduct and you should too. While no one may read the minutes of the Chariho School Committee in even a few short years from now, it will not change that Member Hopkins' statement is now part of the Chariho School District's official record and I would like the record to be clear that, presented with this hateful, anti-Semitic language, the School Committee did not choose to just stand by. This post is anti-Semitic. Member Hopkins' statement would not exist in its current form absent her reference to this employee being Jewish. If all Member Hopkins is concerned about is this employee's liberalness, then why is Member Hopkins interested in this employee's position on the Israel-Hamas War and not, let's say,

the Ukrainian War? Of course, our employee being Jewish is reflected in this post. He would also like to state, at our September 12th meeting – 2023 meeting, we reviewed the Rules of Conduct. Member Hopkins was present for that meeting. Any member could have recommended revisions and we chose not to. Member Hopkins is not a victim. She chose her words. They did not slip out of her mouth. In fact, she typed them and she chose to state them. He asked the Committee to join him in making their own choice this evening – to voice that this is a clear violation of their Rules of Conduct and must be formally censured. Thank you.

Polly was given the opportunity to speak next. She stated, first of all, Andrew, let her just address what you believe to be support for Hamas. It was not support for either side. It was absolutely a neutral statement, if you read it, on any kind of war. She doesn't make statements supporting one side or another but if you had to ask her, she has been in constant contact for four years with Rhode Island Pro-Israel Center working with them to define these movements going on of – she doesn't know how you want to term them – liberal, Black Lives Matter, whatever is going on. You can check with them if you'd like but on October 8th, she sent an email to her friends at Pro-Israel Center and she is not going to disclose what it said. It was a very personal email. So it does not have anything to do with that. She thinks it is a bit of a reach. So, thank you Andrew, this attempt at ridiculous political shenanigans is why parents are becoming increasingly enraged and engaged in our school district and its politics. An accusation has been made that she broke a rule, she did not. It is important that we address these issues through open dialogue, respectful debate, and collaborative efforts, rather than resorting to censoring/censuring fellow members. We should also discuss the overall purpose of being here. Is it to determine where to draw the line and uphold Basic Management Principles? Should we call these Rules of Conduct ridiculous? Given the many examples she has seen over the past year, nobody follows these rules anyway. She has observed School Committee members expressing concerns in town council meetings about the "motivations and values" of their colleagues (1), as well as labeling some new Committee members as "rogue... and working against the best interests of Chariho" (2) while pleading to open the Chariho Act. Additionally, there have been instances of biased letters of support for contentious law cases while serving on the School Committee (3), representing the Committee as a whole on public radio (4), requesting legal opinions be submitted without obtaining a Committee vote, and publicly endorsing individuals on social media while holding influential positions (5). These are all rules outlined in this code, that no one follows anyway. These actions do not reflect the "harmonious" nature espoused by the list of Codes in question. It does raise the question of who should be responsible for making judgment calls regarding these matters when it appears that these codes will only be applied to some, not others. Stop it. We all cherish the rights granted to us by the First Amendment. We've been through this exercise before. She would like to remind you of the statements made by Keith Hoffman from the Attorney General's office and Chief Johnson of Chief of Richmond Police, during an Anti-Racism Task Force meeting on April 7th, 2021, where this very topic was discussed; Public vs. Private, electronic communication. Some of you were in attendance and may remember that Keith emphasized "online content may make us uncomfortable...". Chief Johnson highlighted the distinction between public employees posting on public social media platforms and privately posting online. Have we learned anything from that discussion? She can tell you what she learned, that she has a right to discuss topics posted IN PUBLIC-by-PUBLIC employees and still reserve the right to PRIVACY. She did not make PUBLIC statements as her colleagues did. She made PRIVATE statements. Those statements are protected. The rules do not apply. Leveling accusations against someone for making you feel exposed and uncomfortable raises important questions. But as Chief Johnson outlined, these conversations are private and protected by the First Amendment. Please, let us have this conversation. But do so with understanding and a commitment to upholding the principles of free speech and respectful dialogue. She asked the Clerk to please include a copy of this statement in the public meeting minutes.

Chair Giusti noted that they will now go around the table and provide the School Committee the opportunity for comments beginning with Donna Chambers. Donna commented that she would just like to say that this is pretty clear cut to her. She did not hear anything in Polly's statements that would make her change her mind; that she violated our Code of Conduct without question because, as Andrew stated, she criticized an employee publicly. Polly said that we all do it. Donna states she does NOT, she does NOT and doesn't think she has ever criticized an employee of this School District publicly and she hopes to never do it in the future. So this is a violation of #16 in the Code of Conduct. Without any hesitation, she believes it is very clear cut and deserves to be censured. And, also, it does not promote "harmonious working

relationships." It actually does the opposite. It creates anger and distrust and everything else to our faculty, to our staff members. She thinks it is critical that what Polly did and what she said reflects poorly on our School District and she is ashamed of it. And, yes, she will vote to censure Polly.

Chair Giusti called on Craig Louzon. Craig stated that he agrees, Polly does have the right to free speech. She ran for public office, she got elected to public office, she stood in front of a Clerk and raised her hand and she swore to the Constitution of the United States. She is now one of twelve; not just somebody sitting out in the crowd. She is one of twelve and she reflects on all of them, the entire School District she reflects on and, personally, he thinks she chose the wrong tactic. She was wrong. He doesn't want to get into it – he read the text many times. He wholeheartedly agrees with everything Andrew said and even more so; he is voting to censure.

Pat Pouliot was next to speak. She stated that she needs some background because she does not know the context. All she knows is this typed version that was presented by Vin. She doesn't know if this was a social media post, a screenshot. She means, this to her is a typed version and she is sure that Vin is not friends with Polly on her Facebook page if that's where this came from so she assumes it came from a third party. So we all have learned how important words and language are so she is not sure if she is willing to accept this version of what is being presented without the actual – whether it be a photograph or something – and the context with which it was done as being presented as the evidence. She votes against censuring Polly.

The Chair called on Larry Phelps. Larry noted that all he is going to say is they have the right to speak their mind – in social media or here tonight – their right from the God and the Constitution. He is not going to vote 'yes' to do this. It is just a dog and pony show to make Andrew feel brave and strong. Larry was reminded that they would not disparage other members.

Karen Reynolds was the next member to speak. Under the School Committee's Rules of Conduct, if there was an actual concern about this teacher's performance and/or character that should have been brought to the Superintendent and the Chair's attention. Instead, a post was placed on Facebook. The post was not only anti-Semitic, but went further to make the employee sound like a Hamas sympathizer and continued on to label her as a communist. This post was not kind, helpful, inspiring, truthful or necessary. We are bound by the Code of Basic Management Principles and Ethical Standards for School Committee Members. These Principles and Ethics tell us to "Avoid criticizing employees publicly" and "Strive to promote harmonious working relations with all school staff that are based on mutual respect, fairness and openness." We, as School Committee members, are here to support our students, our schools and our community. This post did neither of these things. But what we do here today will support our students and our community because we will show them that social media posts have consequences, that we stand up to hatred and divisiveness and that we support our staff. She is sure she'll be labeled a communist, but just because she thinks differently does not make her a communist, it makes her an American and an active member of this community. She is sure it will be pointed out that she is biased because she is a teacher. We all have biases and when we recognize our own biases, we become better leaders and community members. We teach our children and our students to stand up to hatred and that is what she is doing. And that is why she is voting to censure Ms. Hopkins. To put an end to divisiveness and hatred.

Kathryn Colasante stated that she is not going to judge anybody's motivations. She told Andrew that she is not going to cast any aspersions on his motivations and the same for Polly. There are many people that evidently see Polly's post as being hateful. She does see it as a political statement; however, to be perfectly frank, she is shocked to think that it was taken as support for Hamas or anything that is anti-Jewish. That literally shocks her. When she first read it, she recognized it for what she believes it was without having spoken to Polly about it. On the face of it, especially knowing the character of the Facebook page itself, it was more talking about how you know they say sometimes tough cases have like strange bed fellows. A lot of times you can have a lawsuit and then you end up having people that are on the same side of the lawsuit but they're coming from different viewpoints that you never expect they'd be together with it. She thinks that was the point that Polly was making and she thinks that when Vin got up and spoke and said "he was disgusted that he had to say those words out loud", she thought to herself "what is he

talking about.” So she googled “snort” because she’s like snort is not a word she would choose and she googled it and according to the dictionary, snort is an idiom. It is used to suddenly express strong feelings of anger or disapproval and she thinks the disapproval that Polly was expressing was more towards the Anti-Racism Task Force and that is nothing new to this community as there has been concern about that from different viewpoints on both sides of the issue. She does not look at this as being hateful towards the teacher. She really thinks it was a political discussion. If she thought that it was hateful towards any person, then she would agree to censure and again she does not cast any aspersions on Andrew’s motives to this, but she does not support the censure because she does not believe it was meant to be an attack on a teacher. She absolutely believes it was not an attack on the Jewish people. She loves the Jewish people and she has very close friends that are Jewish. And, as a matter of fact, her husband brought forth an initiative supporting the Jewish people so that’s where we stand on that. If she thought that was anti-Semitic, then she would have cause to lean more towards the censure but, for the reasons she stated, she is not for the censure.

Jessica stated, her thoughts on this, it is not about how the post made her feel as she wasn’t the target. This teacher is not the first and only teacher that has been identified in a post by Ms. Hopkins but, like she said, it’s not about how she feels, it’s about how it made her feel. And it made her feel targeted enough to go to someone, to the Union President, and say she wanted action. He came to us to look for action. We govern ourselves in that manner. We’re the ones that can write a censure or censure a member and she thinks that it is their task to do so. She will vote ‘yes’.

Linda thanked the Chair. She guesses as she is sitting there; she’s going last and some of the comments of her fellow members – she just can’t believe that they read this post and didn’t think that it was negative, nasty, “not even worth the paper it is written on” kind of comment that needed to be made. She doesn’t understand how someone can read this and not know it is hateful and mean and she doesn’t know what Polly meant – what was the purpose of it. She doesn’t know if Polly wants to answer that because she never explained herself in her comments. Linda also guesses that Polly is not sorry that she posted it because it doesn’t seem like she has an apology either. She would vote to censure Polly only because she thinks this is a very negative post. It didn’t help and it didn’t create any kind of positive, supportive, collaborative – all the words we want to use with our community, with our teachers, our families and our children – so she definitely has to vote to censure Polly. She also wanted to point out that Polly has the right to say what she said. She guesses that is Freedom of Speech but that doesn’t mean there are not consequences. You have to understand there could be consequences or repercussions. Polly asked Linda if she wanted an answer to which Linda stated that was up to the Chair. Chair Giusti requested that Polly wait until they hear from everyone and the community first and then she will have a chance to respond.

Chair Giusti stated that she has been the Chair of the Chariho School Committee for a little over a year. In that time, she has been asked, informally by students, taxpayers and other School Committee members to admonish four members of our Committee for what others have seen as poor behavior - such as t-shirts that alienate students, calling out parents by name on social media and even simply interrupting other members. Her response has always been the same: it’s not appropriate for her, as a singular member, to chastise another School Committee member for poor behavior. She has always maintained that the public certainly has the right to call out behavior that they deem inappropriate. The Facebook post in question, though, rises far beyond a handmade t-shirt, simple interruption or even challenging parents on social media. A vote of public censure does not violate anyone’s First Amendment Rights. The action does not limit what Ms. Hopkins can say. It does not limit Ms. Hopkins’ participation as a School Committee member at this meeting or at any future meetings. In fact, this meeting is an exercise in free speech as it allows members of the School Committee and the public an opportunity to comment on what Ms. Hopkins said and decide if a formal censure is the appropriate response. Americans have freedom of speech, not freedom from consequence. A vote of public censure is an opportunity for members of the School Committee to make it clear that there is a line where decent behavior should be held. Attacking a teacher based on her religion crosses that line. To her knowledge, the Chariho School Committee has not held a vote of censure for a member in the past. Many people feel as though a public censure of a School Committee member does nothing more than give said member attention and a larger platform. She largely

agrees. I do not think that a vote to censure Member Hopkins is going to change her behavior, heart or mind. Member Hopkins has had ample opportunity to clarify her post, to apologize and to otherwise explain her actions. To date, Member Hopkins stands behind what she said in her November 7th Facebook post. At best, the post in question is juvenile. It is akin to a lunch table bully who makes fun of someone only when surrounded by a handpicked group of friends. At best, posting to seemingly castigate a Jewish teacher one month after the slaughter of Israelis at the hand of Hamas is in poor taste and poor judgment. Social media rarely brings out the best in us. At best, the post clearly violates numbers 16 and 17 of our Code of Basic Management Principles and Ethical Standards for School Committee Members in an egregious way. At worst, the post seems to accuse a Jewish Chariho teacher of supporting a terrorist organization that is responsible for the murder of hundreds of Jewish people. At worst the post could be viewed as defamation. At worst, a post made on November 7th, one month to the day of the attack on Israel by Hamas that has led to thousands of casualties, singling out a Jewish teacher to seemingly poke fun at how she may feel about the murder of Jewish citizens, could be seen as an example of anti-Semitism and is appalling. Regardless of the intent, the post was a flagrant violation of our Code of Basic Management Principles and Ethical Standards and it does absolutely nothing to make Chariho better. It certainly doesn't help taxpayers and it does not make our schools better for our students.

Chair Giusti noted that she will now open this up to the public. She asked that the speaker please state their name and town of residence for them. Please make sure to use the microphone so all can hear you and if you could please keep your comments to 2-3 minutes, she would appreciate it. Sandra Laub was called upon. She stated she has a snapshot of Polly's post and asked fellow teacher Johannah LaFountain to share it with all in attendance. Sandra noted that she lives in Pawcatuck, CT and works here as a High School English Teacher. First, Mrs. Hopkins, calls her by name and claims she should be "checked on". For what? For her civic role as the Vice President of the non-partisan Southeastern CT League of Women Voters? Should she be checked on for her past participation in Chariho's now, unfortunately, dormant Anti-Racism Task Force, a school-related group that supported all students in our schools, especially minority students, so they could feel safer and their voices could be heard? Mrs. Hopkins refers to her outside of school activities as an actor, playing the 'notorious' role of Golda Meir. Why the sinister connotation? Golda Meir was a famous Jewish leader and role model who believed in Jewish values such as Tikkun olam – fix this broken world: mend it by doing good; do what your conscience tells you is just and fair. Then the post does the most harm, it conflates her support for social justice issues with her supposed support for Hamas, a terrorist organization that calls for the slaughter of Jews and the destruction of Israel. That is a false and slanderous statement. It impugns her identity as a Jew, affects her standing in the community, her credibility as a teacher and, therefore, her ability to do her job effectively. That inflammatory remark could endanger her life. To allow an attack like the one Mrs. Hopkins aimed at her to go unanswered, without consequence, is to encourage and condone such conduct. Mrs. Hopkins' behavior is unacceptable for anyone, let alone someone entrusted with leadership and for setting policy to educate young minds. Perhaps Mrs. Hopkins should be compelled to retract her statements and to apologize not just to her but to members of this community, particularly Jewish members. She has heard that some Jews were afraid to put their menorahs in their windows this past Hanukkah. Perhaps the Committee should take action to require Mrs. Hopkins to attend cultural, racial, and ethnic sensitivity training at her own expense and report back what she learns at a future meeting. In her very first year of teaching at Chariho, Sandra stated that she was privileged to have the granddaughter of Judith Sternberg Newman, the Holocaust survivor and author of a memoir about her survival, in her English 12 Honors class. Mrs. Newman and her husband survived Auschwitz, came to Richmond, RI and started a farm. You can still see their sign on Rte 138 – Newman's Eggs. Mrs. Newman educated generations of Chariho's school children about the Holocaust, a painful retelling each time she spoke. Mr. Newman was a member of the Richmond School Committee and helped build the Richmond Elementary School addition. She urged members of the School Committee to think of the Newmans when they cast their vote tonight. It is an honor to have met and worked with so many wonderful members of the Chariho community for over 21 years – students, parents and her gifted colleagues. She informed Superintendent Picard and all School Committee members that she valued their time and efforts on behalf of Chariho. You determined this matter to be of such serious, far ranging consequence that you called this special public, open meeting and she appreciates each one for voting their conscience.

Hopkinton parent, taxpayer and Chariho High School Teacher Jo LaFountain noted that she has been a teacher at the High School for 16 years. There are three points she would like to briefly address in regards to her friend and colleague, Sandy Laub. Sandy is the daughter of a WWII Veteran. She has been a star supporter of both her and her family through Jo's husband's 22 years of military service. Jo stated that she is saddened and ashamed that a member of a military family has been treated so poorly by anyone in the Chariho Regional School District. Military service and the dedication of families impacted by those who serve is something Sandy and she bonded over and cherish and if anyone knows anything about military families is that they look after their own and they stand up for each other. Second, as both a teacher and parent in this District, she finds Ms. Hopkins' words unsettling at best and at worst, dangerous. Jo's utmost concern, along with those of her colleagues, is always the safety and well-being for their students and, in turn, her own children. Potentially, initiating any type of violence, whether it is intentional or not, is reckless. These are words that do not make her feel safe as a parent or as a teacher in her classroom. Finally, she and her husband and many, many of the hardworking, taxpaying members of Hopkinton who work extremely hard for their paychecks, and there are so many elderly on fixed incomes, none of us want to pay a single bit of that money to go to lawyers or any increased school budget for retainer fees for lawyers because Ms. Hopkins needs to defend herself, or the District needs to defend itself, against liable and defamation potential cases. She thanked the School Committee for their time.

Richmond resident Kristen Chambers stated it is appalling that Chariho School Committee member Polly Hopkins, in violation of the Committee's Code of Ethical Standards, would publicly attack teacher, Sandra Laub, over statements she made on social media with which Hopkins disagreed. Mrs. Hopkins' own snide comments on social media also deride Mrs. Laub because (quote) "she leapt onto the Anti-racist bandwagon and whole-bodily supported the ARTF at Chariho." Personally, Ms. Chambers stated that she thinks that if you are a member of the Chariho School Committee and have not leapt onto the anti-racist bandwagon yourself, you probably don't belong on the Committee. Her daughter graduated from Chariho High School. In her senior year, she had the good fortune to have Mrs. Laub for English which was Mrs. Laub's first year teaching in Chariho. Ms. Chambers did not recall the names of any of her daughter's High School teachers except for Mrs. Laub because she can clearly recall her daughter coming home excited about having Mrs. Laub and how much she enjoyed the class reading, discussions and activities throughout that year. A few years ago, when they saw that Mrs. Laub would be performing at Westerly's Granite Theatre in a play she had written herself called, 'Mrs. Campbell – Mr. Shaw', they made sure to attend and were delighted. Certainly, since that first year teaching in Chariho, Mrs. Laub has touched the hearts and minds of hundreds of other students through her creative and thoughtful teaching. Mrs. Laub will be the teacher they recall with gratitude twenty years later and beyond. Thank you.

The next speaker was Ruth Morgan from Hopkinton. She does not know either the teacher involved or the School Committee member involved. She would like to say though that she is a little embarrassed to stand here and have to know that the School Committee member represents the citizens of Hopkinton. It is very painful to her. On a little different note, she looked up the Mission of the Chariho District and it ends with "to prepare students for lifelong learning and productive global citizenship." This is frightening that a member of the School Committee would write something that is so opposite of what the school's Mission is and she finds it heartbreaking; she finds it embarrassing. There is no role for comments like that within the school. She didn't read the whole post; she is not sure what it is. She picked up on the comment about Golda Meir and thought "what's wrong with Golda Meir?" And 'comrades'. She looked up comrades and she presumes Polly was going for the communist definition. Most of the dictionaries she looked at, comrade meant friend. So she's glad she has friends and she thinks that's a great thing. And think about the word 'camaraderie'. What does the word 'camaraderie' mean? She just thinks this is a distortion of how we should live; where our values should be and she also feels that this is not a First Amendment issue. Polly came on the School Committee, she agreed to certain rules and she has broken them. You have a responsibility. To her it's a no-brainer. Thank you for your time.

Steve Moffitt, a member of the Hopkinton Town Council, just wanted to make a few comments. First off, he believes it is essential to maintain a respectful and inclusive environment that fosters growth and supports all individuals. Unfortunately, Ms. Hopkins' actions have demonstrated a violation of these principles, impacting students, staff members and members of our community. It is crucial to create an

environment that promotes tolerance, equality and respect for all regardless of their religious or ethnic background. As a School Committee member, it is essential to prioritize the needs and interests of the students, the teachers and the entire school community over personal agendas. Ms. Hopkins, it is imperative that you recognize the harm you have caused by bullying and anti-Semitism. Take immediate steps to rectify the situation. It is not only your duty as a School Committee member but also as a responsible adult to set a positive example for the students that you serve. Remember, the role of a School Committee member is to advocate for the best interest and well-being of our students and educators. It is only through cooperation, compassion and respect that we can create an environment that is conducive to learning.

Megan Cotter, who represents District 39 at the State House which is Exeter, Richmond and Charlestown, stated she is a resident of Exeter and she normally would not come out to something like this. It is not usually where you would find her. As an elected official, she holds herself to a higher standard of conduct. She is committed to serving with integrity and transparency and she has often said if you have concerns about her actions or policies, she welcomes constructive feedback. She strives for respectful discourse that fosters understanding and collaboration for the betterment of our community. She hopes the same would hold true for the Chariho School Committee. The member in question uses social media to target Chariho teachers and spread suspicion and lies. Some comments are hidden in private Facebook groups while other comments are open for all. It is clear that the statement about Ms. Laub was carefully crafted and Ms. Hopkins stands by what she said. Ms. Laub was concerned enough to contact her Union representative who is now looking to this Committee to take action. It is commendable. To some extent, she can understand the discomfort Ms. Laub has felt, obviously not to the same extent, but she too has been labeled a communist. In fact, anybody who supports her was also labeled a communist. She is a proud American. She believes in democracy with a small 'd' and labeling someone a communist is divisive, an extreme characterization. Labeling and dehumanizing our neighbors is an act of polarization that achieves nothing but division and hatred. We should be focusing on specific policies and actions that truly need our attention. That is our job as representatives. That is what we were elected to do. She appreciates the opportunity to have this discussion today and she truly commends Ms. Laub's courage to come forward and to really raise concerns here. That is what brought her out tonight. She has taught her children to treat people the way they want to be treated and to ignore bullying, which is what she has always done. She has seen the social media comments from certain people and she ignores them because it is not really worth her time. But to see someone so impacted by comments inspired her to come out and to be here in support of them. She hopes that the Committee also makes that decision. Thank you.

Hope Valley resident Shelby Chodos noted, looking around the room, that he was one of the older people in the room and one of the things taught to him was not to judge what is in people's hearts. He can't say what is in Ms. Hopkins' heart. He is sure there may be a lot of things that they could agree on. All he can think of is all of the issues that were raised tonight, the most important one to him is what the Committee's own policy position is. The policy statement is clear - you should avoid criticizing. What your ethical guidelines, management statement and operating principles say - you should avoid criticizing employees publicly and promote harmony. Those last two sentences "avoid public criticism" and "promote harmony" so all of these other issues raised, CRT or the other things raised, are valid to those people who raised them but to him, the most valid issue is what the Committee is doing to uphold its policies. Thank you.

Mike Colasante from Richmond wasn't sure if he was going to get up and say anything but, being kind of like in the thick of this, people have asked him what the difference is in the 32-year gap from sitting on the Council the first time to sitting 32 years later the second time. What he has to say is that there is very little civility, there is little decorum and there is very little class today. We all have differences of opinion. Most of the folks that got up here could probably, in his fair estimation, tend to be a little bit more on the liberal side. He tends to be a little more on the conservative side but he will listen to you and he will be civil. He was sitting in his chair and there is a discussion going on behind him that wasn't very civil. So again, he doesn't know what Polly's intention was, what the initial public comment was on social media, that's why he doesn't do social media. It really causes people to make comments sometime that they normally would not make face-to-face. That's the way we used to do it 32 years ago. We would talk to each other face-

to-face. We had differences of opinion. Sometimes we walked away in somewhat of an agreement and sometimes we would walk away still not with a meeting of the minds but we were respectful to one another. Today it is totally out of control. That is the biggest difference that he sees with people today. The minute somebody opens their mouth and they have a difference of opinion, that person is hated. You talk about hate, you talk about divisiveness and what not. He gets it all the time. He is a grandfather of three beautiful granddaughters. He was called a misogynist two weeks after he was elected – two weeks and he didn't know this person from a hole in the wall. Now you talk about divisiveness; you talk about hatred. He didn't even know what a misogynist was. He had to ask one of his six children what a misogynist was who was his middle daughter. She said, "Dad, it's somebody who hates – a guy who hates women." He said, "Monique, you realize for 28 years that I hated you." And he has eight beautiful granddaughters so you talk about divisiveness; you talk about liberal compared to conservative and the fight that ensues when somebody finds out that somebody tends to be a little more conservative or liberal. He's tired of it. He really is. He just wants everybody to get back down to civility and he'll be the first one to say that he'll be the first one out of the gate. He doesn't do social media. He doesn't write letters to the editor disparaging people. He will defend himself when he has to. Other people have a right to defend themselves – everybody does. It's free speech and when somebody is going after you when they really don't understand the true intent of your heart. Damn you – everybody – whether you be conservative or liberal. He's tired of it. He doesn't care who it is. The bottom line is we have to get back down to civility and that includes everybody. That includes him; that includes his wife; it includes you; it includes everybody sitting around this table. Let's make a pact. If somebody disagrees with somebody because they tend to be a little more conservative or a little bit more liberal. Let's be conscious that we will be civil with one another and we will be respectful. That's all he is asking for.

Kate Gemme, a Richmond resident and proud Chariho teacher, stated that she wasn't planning on speaking tonight but had to get up and bring it back to what they are here for which is the possible censure of Ms. Hopkins and the fact that a lot of people made it very clear that she broke the Rules of Conduct for the School Committee. And that is what you are here to look at – did she break the Rules of Conduct for the School Committee? She hopes everyone will keep that point in mind only when they vote tonight.

Catherine Gibson of Charlestown noted that one of the things that struck her tonight – she was a few minutes late - was the civility with which everyone spoke when they spoke. She knows there are a lot of feelings that underpin that but she thought this is an example of what she wants to see in public education for her children, her grandchildren and someday great-grandchildren. She thinks that keeping that sense of civility doesn't mean that we don't look for accountability. She thinks that the question here has to do with accountability and what are the measures of examples that we as public servants, she is no longer one but she was, and she thinks there is a certain standard that we need to keep in mind when we are in that position in public service. She just wants to thank everyone for the tone – she does have a little concern about the "Damn you" part – but aside from that, she thinks people have been pretty focused on this particular issue.

Debbie Miceli from Richmond stated that she was a school teacher here for many years as well and she is just thinking about the fact that this is going to be out there and she is thinking about the students of Sandra's and how much they love her. She is just so moved by Sandra and they are going to be asking "What's going on?" She is hoping this School Committee will show that it was not acceptable for all of those students who are wondering "What's going on", for all of those students that we say social media is not a place for bullying. We should be saying that this is coming from the lowest to the highest position. That is what you hold – the highest position and she would like the Committee to be models for that by showing the District and the children and the rest of the State that this was not acceptable. That Polly broke her own policy. She thinks that they need to do that just so our children will understand this because it is going to go that far. They are going to be looking at this just like we are and wondering what's going on. We say "It's not acceptable – she broke those standards." That gives them the idea that it is just not right. It is not right to be able to do that. It's not right to be able to bully people especially when it is part of the policy.

Dana Thomas from Charlestown hoped that they can come back in the future and celebrate Sandy Laub's career here because she is a fantastic teacher. Sandy was actually her professor at URI for Acting back in the day. When she was a student, she had Sandy's class the morning of 9-11. The way Sandy handled that class – being aware of what happened – she walked into the class and handled it with such tenderness and as she is sitting here listening to everyone defend Sandy, we should be celebrating her. Dana stated that she has worked with Sandy for twenty years; they co-directed Drama here together. Sandy has brought kids to State Championships for Shakespeare Recitation contests and to her, it is just so bizarre that they are even here for this comment and not to celebrate what an amazing teaching artist we have at our school. Sometimes it is a good moment for us to all think about that and maybe in another place and another time we can come back and actually celebrate the work of Sandy Laub because she's done some pretty amazing things while she's been a teacher here. Thank you.

Richmond resident Louise Dinsmore began with wishing all a happy, healthy New Year. She just wanted to say that personally she considers all of the Committee as public servants. You take a lot of time out of your lives from your families, from your friends, for public service to your community. Polly is someone who is a public servant. Louise considers Polly a friend and Polly gives a lot of time, energy and effort and takes time away from her children to serve here. She also will say that the right to free speech is the right to free speech. Anyone sitting here has the right to their opinion. They have the right to post and she's sorry that when public posts are made, it might be hurting someone's feelings but the bottom line is we have to find a way to move forward from this. She is not sure how all the Committee is going to come together and foster a culture of cooperation when you're censuring one of your own. She thinks that's something to really consider – how are you going to move forward as a body towards the Mission of the Chariho District? So thank you for serving – service is not easy – and she appreciates their time here tonight. Thank you and Happy New Year.

As there was no other public comment, Chair Giusti stated she will return to the Committee. She asked Polly if she wanted to go first to which Polly asked Linda what were the questions. You had a couple questions. No one has emailed her. Linda replied that she just doesn't understand why Polly felt the need to post something. She asked Polly why she did this. Polly responded, first of all let her say these things. It is a private group; it's not public. Everyone keeps saying it is public to which Linda noted that anything you post is open to the public. She cannot believe that Polly doesn't believe this. Polly continued. It is a private group and like she said, Keith Hoffman from the Attorney General's Office came down a few years ago and defined the scope of this – Gina was there, Donna was there. Linda reiterated that Polly is not answering her question. Why would you post something like this? Polly commented that is another question. Chair Giusti stated that she will give Polly an opportunity – she has heard the questions they have – so Polly can take this opportunity to go ahead and speak and then she will take other questions. Polly noted that she wrote a few questions down. It was – what she posted – she's been running this Facebook group for 4 years now. There were a lot of concerns that they saw in the community and she was urged by somebody to kind of set up a place where they could talk about some of these things because they weren't allowed to talk about them in any other community groups. So they created one Facebook group that everyone could discuss this stuff without being kicked out, comments deleted. You know it's a great group of people. She hasn't had to delete any comments, remove any posts, very under-the-waves kind of people. So it's a private group. We've been talking about the same situations and it's devoted to Critical Race Theory as a beginning and mostly what's going on and trying to define that and understand it. If, at times, they see things that are, you know, we don't agree with, we'll talk about them and people have brought to her stories of things that have happened in the school. She has had parents contact her. She has had a lot of information that has been put on social media that other people have shown her and said "Hey, we got all this stuff on social media – what are we going to do with it?" We have teachers saying this. We have – anyway she's getting carried away and blabbering about that. It's a private group, not public and when she listened to Keith Hoffman and Chief Johnson define the differences between public people making public posts, gave the warning a few years ago – hey if you work for the public, if you post something other people might see it – they might comment on it. They might disagree so she kept her group private. It enables them a certain freedom to speak about things without judgment. All of you can attest that none of us are in the community groups because they refuse to talk about any of the topics and we do talk about people. We've talked about the same teachers for 4 years so it's not as though she

created something out of nowhere. We have talked and it is only based on things people themselves have said in public given that everybody seems to think there is some kind of – this is a political commentary on current events. It has nothing to do with religious – she apologized to Mrs. Laub – she didn't know she was Jewish. She doesn't look at people that way. She really does not. She has much respect and like she said, she's been working with RI Pro-Israel Center from the very beginning who was against Critical Race Theory and the Anti-Racism Task Forces popping up all over the State. They have been – and that is probably – if you want her to explain it – the crux of why she could not understand what was happening. So much social justice and then there is an inflection point that horribly happened on October 7 which changed a lot of views and it moved a lot of people and the social commentary is "How do you go from this social justice and following these principles and the mandates set up by some of these social justice movements to that divide that happened." She doesn't know if everyone understands – it is hard to verbalize. She has a lot of respect. She'd love to tell a story about her visit to Dachau sometime. It was heartbreaking. She spent the whole day there. There was some really eye-opening things but what happened two months later was even more astounding. Her husband at the time's grandfather was in the first wave of Army that liberated Dachau. He was also the photographer assigned to take pictures. She had asked the docent in the kitchen area if those ovens were ever used to exterminate people. I was young at the time. And the docent said "no". My husband's grandfather had a picture of that very same oven where I stood with a light hanging out of it. The world is a crazy place. You would think the docent at this museum would be truthful, but he's not. Chair Giusti asked Polly to keep it to the agenda to which Polly responded she knows she is rambling but she wanted to – she absolutely objects to any anti-Semitism comments. This is not what this comment was about. Secondly, anybody could have reached out to her and asked her. Kathryn called her and she asked me "What's this about?" She received no emails, no queries, no "are you crazy girlfriends" – none of that. She just posted it and only a few people saw it. She didn't really care because it's on a private group. Who made it public? Who took a screenshot from her private group and brought it into the public? If you didn't like it, then say "Hey, Polly, I heard about this. What's going on here? You should probably re-think that if I don't agree with it" and have a conversation but we're not having conversations. For 4 years she has been denied these conversations – it's divided – our community. You know we're supposed to accept all of these changes that have happened and we can't talk about them. So she is thankful they're here to talk about something. They can move this ball forward. She doesn't care if she has to sacrifice a little skin for it but we need to have these conversations. We need to have good and expansive thought about what's good for all the kids in this community – not just the ones that think one way. We have a lot of kids that think on the other side and a lot of kids in between so she means if there are any questions, she's willing to discuss them, answer them, ask. Nobody's asked. Donna raised her hand and Chair Giusti said she would allow Donna to ask her question because it is difficult to ask a question about an agenda item when it is not in a public forum. Then they run the risk of violating the Open Meetings Act which is probably why, she will speak for herself, she didn't reach out to Polly because she was not going to violate the OMA. If we can be respectful in the back and forth, she will allow it.

Donna stated that this is not so much a question but a comment. She is absolutely appalled that Polly was admitting to having a private group on social media where parents and students can go. You are acting as the whole School Committee listening to all these problems they have. You are not the School Committee; you are not representing the School Committee social media person solving all the problems of the parents and students and she has heard this before from Polly. Are you suggesting they take these concerns to administration so they can be handled properly? You don't just take it upon yourself to be the one-man School Committee who is going to solve all the problems of the School District and, yes, you did break the rules if you are criticizing teachers. You have the right to say it but you don't have the right to be a one-man School Committee person that's going to be the conduit where everyone brings their concerns. She is appalled. Polly replied that is not what she said. The Facebook group has been around for 4 years. They discuss news from around the country. Parents and grandparents have come to her. She has always told them to take their concerns to the school but this does not stop people from having discussions. She doesn't force people to go there and post comments – none of that stuff.

Karen Reynolds commented that regardless of whether or not this Facebook group is public or private, Facebook is public and things clearly are disseminated – that right there – and then you identified a teacher

by name – that is #16. You wrote the teacher's name – you identified a specific teacher. That is public criticism. Polly responded that the same teachers were in the Anti-Racism Task Force that are members. We've been talking about these issues to which Karen replied you were talking about somebody not in your Facebook group. Polly stated that she doesn't know that. Apparently there's a lot of people in there that she doesn't know about. Karen commented that apparently Polly also kicked people out of this group so it is not a public, open discussion; it is a very private – well not very private – but it is a controlled group to which Polly noted it is a safe space.

Craig stated that some of Polly's friends are sharing information with the rest of us so, therefore, it's a public site. He does not hold the same speaking skills as Ron Areglado or Andrew McQuaide but at the beginning of this meeting we stood up and we swore an oath to that Flag. That oath is for all of us. Polly is not living up to it. Polly responded that she would beg to differ on that to which Craig replied that Polly does not have to rebut everything everybody says. Chair Giusti commented that they would take a breath here because this will evolve into something it doesn't need to be. So she is going to go back to the rules that she outlined in the beginning. Everyone will have one more opportunity to share their thoughts before she moves this to a vote. Pat, do you have something else to share?

Pat said this is the way she looks at it. She is putting feelings aside and just looking at what was provided to them in the packet and it is a transcript of something that she assumes was posted on Polly's page. She doesn't know the before; she doesn't know the after or other people's comments that were made so she doesn't find that just this transcript of what Vin wrote, in this packet which is the only evidence that they have, is strong enough to make a determination. Chair Giusti noted that she respects Pat's point of view but they do have a copy of it that was laminated. She doesn't know if that would be helpful for context to which Pat responded there is no before or after context, no additional comments. She wants a whole picture. Chair Giusti said she understood and then asked Larry if he had any other comments. Larry did not have anything to say. Karen stated that it is clear to her that Polly violated #16 and #17 of their Code of Ethics.

Kathryn asked if she could just please read two paragraphs which she believes, in an editorial written by Bob Woodson who is a black community activist who has dedicated his whole life to helping low income people. She believes that he will show why someone with concerns about Critical Race Theory would post what they did. Chair Giusti stated that this does not pertain to this agenda item. Kathryn noted the reason she wanted to read this is because she wants it to be abundantly clear that she is not in support of using the First Amendment as a cover for hate speech at all. But she does believe that if she read these two paragraphs from an editorial that this man clearly shows the relationship between Black Lives Matter, which has been supported by the ARTF, ok, this clear association between the Anti-Racism Task Force, Black Lives Matter...Craig stated, "Madam Chair, point of order" to which Chair Giusti was also in the process of stopping Catherine. The Chair respectfully requested that Kathryn narrow her comments. Kathryn continued. Well maybe she will write a Letter to the Editor because she does not want Sandra or anyone else to misconstrue her vote as condoning any sort of hate speech so since she can't indulge further, please just trust that she is being honest with that.

Linda commented that she had wanted Louise to stay because she made a point. Linda noted that she is really sad – this moment in time that we have to be in – this moment in time when we have to censure one of our own. She does hope that Ms. Hopkins, Polly, would take a side step and maybe be a little reflective; think about this. Ms. Dinsmore made a point. We have to continue to work together as a School Committee and we have to be able to trust each other and try to be collaborative for the sake of our kids and our parents. She just, number one, Polly never really answered her question. Polly just talked in circles and she can't understand – she wishes she had a reason why Polly thought she had to post that but she doesn't. She still feels very strongly that Polly needs to be censured because she did violate those two, #16 and #17, of their Code of Conduct. Thank you.

Chair Giusti called on Jessica next. Jessica stated that she also believes those two were violated but she also wants to highlight #5 – "Accept and encourage a variety of opinions from and communication with all parts of the community." She thinks they have done that very well tonight. She thinks as long as she has

followed the School Committee, she thinks it was the same time as when Polly became active, they have done that. So when Dave Stall was on the School Committee, they had some unpopular agenda items; they were discussed openly. Polly Hopkins got up to that podium; she made suggestions and they were discussed – not really discussed because Public Forum is different, you can't really have a discussion. She thinks what she would also say to Polly is if you want to have discussions, put it on as an agenda item and let's discuss it. If you want to talk about the goals of the Anti-Racism Task Force that never moved forward and now is a defunct task force, put it on the agenda and let's have a discussion about it because she agrees there are a lot of discussions that have not happened. So she thinks right now she would appreciate having deeper nuance conversations. There is no splitting in two; there are many different directions but she thinks right now what they're being asked to do is draw a line in the sand. It is a symbolic line but we're the only ones that can do it. The teachers can't do it, the Union can't do it, the Superintendent can't do it. We're the only ones that can do it. She is ready to vote to censure. Chair Giusti moved to Andrew who had no comment.

Chair Giusti asked Polly if she had a final comment to which Polly replied 'no' but please come to her with questions. If there is something that alarms you that you think she said or it appears that she said, please email her, please ask her. She thinks any of her friends who she has talked to have realized that she is "a middle of the road" person. She is sure she will get some snorts or eye-rolls over that. She is really pretty reasonable. She has three kids who have worn her down to a nub. Chair Giusti called on Jessica who had a comment in response. Jessica stated that she thinks that Polly has to afford other people that same courtesy. She's going to say "see me, don't see me as a label" but she also has to not label other people. Polly replied that she would just have to answer that as look at the past four years and all the comments and all the discussions we've tried to have either on social media or other places and we're shut down; we're removed. Even your friends in the Chariho group removed comments of a friend of hers who was making a very fair, neutral point so it keeps dividing people, pushing people away. And she just has one area where everybody shares everything and it's actually pretty great. We don't get any bad comments.

Donna asked what are the consequences of censuring a member and she would like Jon's comments on that. She understands that there are no consequences which leads her to believe, Jon, that based on Polly's comments and all we have heard tonight, that this action is going to just keep continuing.

Jon Anderson noted that he cannot speak to the last part but he wants to remind everybody what was said earlier. The issue before the School Committee is a motion to censure. A motion to censure is a way for the BODY to state their disapproval of an act or statement. That's what this is. It's saying "I don't approve." It's as simple as that. Thank you.

Chair Giusti commented that she thinks they've learned a few things here tonight. She thinks they've learned conversations are always better had in public and face-to-face. She thinks they've learned that social media is not really anybody's friend. She thinks they've learned that they teach their children 'you don't spit in kids' faces – that's not how we behave'. You don't write things that are unnecessary on social media because it follows you. She has taught her three children not to. She'll tell all that her 20-year-old has better digital literacy than she does. They know what you say has consequences. Maybe you didn't mean it that way. Maybe it came out wrong. Maybe you were trying to be funny. Maybe you were having a bad day and you just threw something out there. There are consequences to it. It doesn't just go away. So she hopes what they've learned tonight is that they do want to move forward as a body and try to work together because nothing gets done if they don't try to work together. Maybe they could have deeper conversations. She was a part of Polly's Facebook group once upon a time and then she was removed because she didn't agree with a lot of what was said in that Facebook group. It is hard to have a conversation, hard to get different points of view when you are in an echo chamber and she thinks that is kind of what Polly fell prey to here with the Facebook post. The matter before them tonight is was this a violation of our Code of Conduct, egregious enough, as Jon stated, that the rest of us feel the need to say "this is our line in the sand – it has been crossed." And so that is what they have been challenged to do tonight. It's largely symbolic. Polly is not going to leave here and not be able to say whatever she'd like to say. Polly could be posting on Facebook right now as could the rest of us as has happened at meetings before, quite frankly. It doesn't gag anybody. It doesn't do anything but give the rest of us an opportunity

to say it's gone on a little too far and so, at this point, she is going to move the vote. We are going to have a roll call vote. She will start with Donna and move around the table.

Donna – Donna Chambers votes absolutely that there is a violation of our Code of Conduct and she votes 'yes' to censure Polly Hopkins.

Craig – He votes in the affirmative to censure.

Pat – No, we didn't have a clear picture of what was said. It's not personal, it's not about feelings. It's just about what was provided to us.

Larry – No

Kathryn – She votes 'no' but would publicly denounce any negative characteristics toward Jewish people or any other people group if she thought that was taking place; she would be voting otherwise.

Linda – Yes

Jessica – Yes

Andrew – Yes

Polly – No

Catherine – Yes

Chair Giusti thanked everyone for their participation tonight. She thinks they could have a lot more of this and it will help so thank you. This concludes their meeting.

IV. Adjournment

Andrew McQuaide made a motion, seconded by Craig Louzon and Karen Reynolds and it was VOTED: To adjourn at 7:33 PM. In favor: Unanimous.

Donna J. Sieczkiewicz, Clerk

ENCLOSURE

IX A-2

Chariho School Committee Meeting
Executive Session Minutes – January 9, 2024

Approval of Executive Session Minutes of December 12, 2023 – Minutes not sealed.

Committee Members Attendance: Vice Chair Karen Reynolds, Donna Chambers, Tyler Champlin, Polly Hopkins, Craig Louzon, Andrew McQuaide, Larry Phelps, Patricia Pouliot and Jessica Purcell. Absent: Chair Catherine Giusti, Kathryn Colasante and Linda Lyall.

Administrators and Others Attendance: Superintendent Gina Picard, Assistant Superintendent Michael Comella, Director of Administration and Finance Ned Draper and School Committee Clerk Donna Sieczkiewicz.

II-1. Approval of Executive Session Minutes of December 12, 2023 – Approval of Home Instruction Requests - Superintendent Picard recommended approval of the executive session minutes of December 12, 2023 – Approval of Home Instruction Requests.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: To approve the Executive Session Minutes of December 12, 2023 – Approval of Home Instruction Requests. In favor: Unanimous.

The Committee moved to Approval of Home Instruction Requests.

Donna J. Sieczkiewicz, Clerk

Chariho School Committee Meeting
Regular Session Minutes – January 9, 2024

Committee Members Attendance: Vice Chair Karen Reynolds, Donna Chambers, Tyler Champlin, Kathryn Colasante (arrived at 6:51 PM), Polly Hopkins, Craig Louzon, Linda Lyall (arrived at 6:51 PM), Andrew McQuaide, Larry Phelps, Patricia Pouliot and Jessica Purcell.
Absent: Chair Catherine Giusti

Administrators and Others Attendance: Superintendent Gina Picard, Assistant Superintendent Michael Comella, Director of Administration and Finance Ned Draper, Systems Administrator Eric O'Brien, Charlestown Town Council President Deb Carney, Richmond Town Councilors Michael Colasante and Helen Sheehan, Hopkinton Town Councilor Sharon Davis, Senator Elaine Morgan and School Committee Clerk Donna Sieczkiewicz.

I. Meeting Call to Order/Pledge of Allegiance/Silent Meditation

Vice Chair Karen Reynolds called the meeting of the Chariho School Committee, held in the Chariho High School Library, to order at 6:45 PM. She asked all to please stand for the Pledge of Allegiance and a moment of silence.

II. Motion/Vote to go into Executive Session

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: That the School Committee go into executive session and close the meeting to the public under the authority of R.I. General Laws Section 42-46-5(a)(8) for the purpose of reviewing and/or approving matters which relate to the privacy of students and their records (1. Approval of Executive Session Minutes of December 12, 2023 – Approval of Home Instruction Requests and 2. Approval of Home Instruction Requests); any persons to be discussed have been so notified. In favor: Unanimous (Colasante and Lyall were not in attendance for the vote).

III. Reconvene Open Session/Pledge of Allegiance/Silent Meditation

Vice Chair Reynolds reconvened the meeting at 7:00 PM and asked all to please stand for the Pledge of Allegiance and a moment of silence.

IV. Closing/Sealing of Executive Session Minutes

1. Superintendent Picard recommended that minutes pertaining to the privacy of students and their records (Approval of Home Instruction Requests) remain sealed.

Craig Louzon made a motion, seconded by Andrew McQuaide and Tyler Champlin and it was VOTED: That minutes pertaining to the privacy of students and their records (Approval of Home Instruction Requests) remain sealed. In favor: Unanimous.

V. Disclosure of Executive Session Votes

Vice Chair Reynolds reported there were three votes taken in executive session. The first vote, approval of executive session minutes of December 12, 2023 – Home Instruction Requests, passed with 9 in favor with Chambers, Champlin, Hopkins, Louzon, McQuaide, Phelps, Pouliot, Purcell and Reynolds all approving.

The next vote, approval of home school requests, passed with 9 in favor with Chambers, Champlin, Hopkins, Louzon, McQuaide, Phelps, Pouliot, Purcell and Reynolds all approving.

The last vote, to return to open session, passed with 9 in favor with Chambers, Champlin, Hopkins, Louzon, McQuaide, Phelps, Pouliot, Purcell and Reynolds voting in favor.

VI. Recognition – The following were congratulated/thanked:

1. Postseason Awards:

High School Football – Luke Felkner (All-Academic Team).

2. High School Girls' Indoor Track 1st place winners at the Providence Career and Technical Academy: Emily Brown in the 600, long jump and 55 hurdles; Weeko Thompson in the shot put and weight throw; Emily Brown, Erin vonHousen, Lidia Taber and Evelyn Campbell in the 4x400 meter relay and Erin vonHousen in the 1000 and also set a new school record in the 1500 (4:45.68). Erin set a new school record in the 600 (new record 1:42.64 replaces 2005 record) and broke her own record in the 3000 (10:18.74) to win these events; Weeko Thompson won two events (shot put and weight throw); Grace Steere was first in the 1,000; Allison Cole won the long jump; Chloe Babcock, Kendra Meagher, Allison Cole and Lidia Taber placed first in the 4x200; and Lidia Taber, Emmiline Wiberg, Evelyn Campbell and Erin vonHousen finished first in the 4x400 as the Chargers swept a Sullivan Division quad meet at the PCTA.

3. High School Boys' Indoor Track 1st place winners at the Providence Career and Technical Academy: Tom Golas, Cam Eidam, Elias Sposato and Ethan McCann in the 4x400 meter relay. Eli Sposato broke the school record in the 300, winning the event at the URI Indoor Track Classic last Saturday.

4. Senior Brooklyn Vacca recorded state-qualifying scores on the bars, floor and all-around at the season-opening Division II Gymnastics meet in Middletown. Sophomore Lillian Grandolfi qualified for the states on the beam.

5. Senior Ryan Currier took 1st place (157 lbs) at the South County Invitational and earned Most Outstanding Wrestler honors. He was also the 157 lb champion at the Chad Antoch Memorial Wrestling Tournament this past weekend.

6. Congratulations to the Chariho High School Girls' Basketball Team for defeating six-time defending champion South Kingstown 48-32 in the Westerly Community Credit Union Holiday Tournament. Last time Chariho Girls' won the Tournament was in 1991. Charlie Edmunds received the Joseph N. Cugini Service award (given to a player on the winning team who demonstrates the spirit and importance of community service and leadership within the team and community); Tori Babineau earned the Bob Bewlay Sportsmanship Award; Jules White was named to the All-Tournament Team and Keira Frias was selected as the Most Valuable Player. High School Coach is Dan LaBelle.

VII. Public Forum

Vice Chair Reynolds reminded all that this is an opportunity for the public to speak on something that is not on tonight's agenda. She reviewed the list of those individuals who had signed up to speak. If your topic is related to any of tonight's agenda items, please wait until we get to those items. Diane Tefft, Helen Sheehan, Martha Vida and Suzanna Tingley all stated they would wait. Goldie Williams from Richmond questioned why all the Recognitions have to do with sports; no academics to which the Superintendent explained that what is forwarded to her office is what is put on for Recognitions. We do highlight academics when we are provided with the information.

Kedrick Swain from Ashaway noted that he wasn't able to attend the Community Vision meeting and the part about the 1904 Ashaway School building. What is to be done with this? He would suggest the building plan include this school.

Harry Rosenbaum from Charlestown thanked the School Committee for all their work. He is asking for help so that everyone can vote. He received a mail ballot for his Town's vote due to absenteeism and he questioned if this is something that can be done for Chariho. The General Assembly states that absenteeism ballots shall be provided by law. This would allow those who are shut-in or out of town the ability to vote.

VIII. Policy

A. Energy Star (Adoption) – Superintendent Picard recommended adoption of this policy, which was reviewed by the Policy Subcommittee and legal counsel, to meet the requirements for our Stage II Application to RIDE. Craig made a motion, which was seconded by Tyler, to adopt this policy. Jessica stated that she understands these policies help set them up for Stage II to which Gina added they are part of the law. We want them to be aligned. Jessica questioned what if Stage II doesn't pass? Gina replied that they are still required by law. Kedrick Swain asked how

the idling policy affects parent/others waiting at school to pick up a child. It was noted that this was not the idling policy so his concern will be addressed when they get to that policy.

Craig Louzon made a motion, seconded by Tyler Champlin and it was VOTED: To adopt the Energy Star Policy. In favor: Unanimous.

B. Green Building Standards (Adoption) – Superintendent Picard recommended adoption of this policy, which was reviewed by the Policy Subcommittee and legal counsel, to meet the requirements for our Stage II Application to RIDE.

Craig Louzon made a motion, seconded by Tyler Champlin and it was VOTED: To adopt the Green Building Standards Policy. In favor: Chambers, Champlin, Colasante, Hopkins, Louzon, Lyall, McQuaide, Phelps, Purcell and Reynolds. Opposed: Pouliot. The motion carried by a vote of 10 in favor with 1 opposed.

C. Motor Vehicle Idling on School Grounds (Adoption) – Superintendent Picard recommended adoption of this policy, which was reviewed by the Policy Subcommittee and legal counsel, to meet the requirements for our Stage II Application to RIDE. Craig made a motion, which was seconded by Tyler, to adopt this policy. Kedrick Swain questioned how this policy affects individuals who are dropping off or picking up children. Gina explained that this policy is specific around buses which is already in place. However, if a vehicle is idling too long, the SRO will go out and ask them to shut it off.

Craig Louzon made a motion, seconded by Tyler Champlin and it was VOTED: To adopt the Motor Vehicle Idling on School Grounds Policy. In favor: Unanimous.

D. Tools for Schools (Adoption) – Superintendent Picard recommended adoption of this policy, which was reviewed by the Policy Subcommittee and legal counsel, to meet the requirements for our Stage II Application to RIDE.

Craig Louzon made a motion, seconded by Tyler Champlin and it was VOTED: To adopt Tools for Schools Policy. In favor: Unanimous.

IX. Business

Tyler Champlin made a motion, seconded by Andrew McQuaide and it was VOTED: To amend the agenda and move item F above D. In favor: Unanimous.

A. Request for Monitor Variance – Superintendent Picard recommended approval to submit a request for a variance for the 2024-2025 school year from the requirement which stipulates that bus monitors must be provided on all buses transporting students in grades K-5; this request only applies to secondary bus runs (we are requesting a variance for grade 5 only). This request is made every year.

Craig Louzon made a motion, seconded by Tyler Champlin and it was VOTED: To submit a request for a variance for the 2024-2025 school year from the requirement which stipulates that bus monitors must be provided on all buses transporting students in grades K-5. In favor: Unanimous.

B. RIDE High Quality Curriculum Adoption Grant – Superintendent Picard recommended approval of the grant request, in the amount of \$17,841.14, for the purchase of required RIDE endorsed Preschool/Pre-K curricula. Craig made a motion, which was seconded by Tyler, to approve the grant request. Polly asked why this particular curriculum was chosen to which Dr. Comella replied that this is what they are currently using and it was just updated. Polly stated that she reviewed the curriculum and feels the Investigative Club looks awesome.

Craig Louzon made a motion, seconded by Tyler Champlin and it was

VOTED: To approve the grant request, in the amount of \$17,841.14 for the purchase of required RIDE endorsed Preschool/PreK curricula. In favor: Chambers, Champlin, Colasante, Hopkins, Louzon, Lyall, McQuaide, Phelps, Purcell and Reynolds. Opposed: Pouliot. The motion carried by a vote of 10 in favor with 1 opposed.

C. Resolution in Support of Full Funding of Categorical Transportation Aid as Outlined in RIGL § 16-7.2-6 – Superintendent Picard recommended approval of the Resolution in Support of Full Funding of Categorical Transportation Aid as outlined in RIGL § 16-7.2-6. Craig made a motion, which was seconded by Tyler, to approve this Resolution. Jessica suggested that some background be provided as transportation is our largest cost and while the State does give us some aid, it is not always the full amount. Andrew noted that the Budget Subcommittee met with members of the General Assembly to make this permanent. Representative Cotter said that additional support is needed at the State House. This does have a profound impact on our budget. Craig added that every year the District has to beg and some years the State has shortchanged us and the taxpayers have to make up the difference. Vice Chair Reynolds commented that local legislators have suggested letter writing if people cannot get to the State House. Jessica Swain from Ashaway noted that people do not know the correct terminology to write to the State. Can the Committee adopt something as cover language to help them? Vice Chair Reynolds replied they could work on that. Donna stated that in the previous state she lived they had "postcard writing" where they all got together to bombard the State House with postcards advocating for their cause. Jennifer Sylvia from Hopkinton asked when these need to be written by to which Tyler responded that this funding is part of the Governor's budget and that is expected to come out in the next week or so. Jessica added that legislators just got back to work and they introduce the bills to which Gina clarified that this is already in the law. When the Governor signs his new budget that is new law. Representative Kennedy and Senator Algieri have advocated for us. The Governor is scheduled to present his budget on January 16th. We will know then how much we are scheduled to receive. It is important for the community to support this and let them know it is our money. Jennifer Sylvia agreed with Jessica Swain to which Pat added that it is not just parents, this affects all taxpayers. Superintendent Picard stated that she has access to our families so she will ask the Town Councils to share this with their towns.

Craig Louzon made a motion, seconded by Tyler Champlin and it was

VOTED: To approve the Resolution in Support of Full Funding of Categorical Transportation Aid as outlined in RIGL § 16-7.2-6. In favor: Unanimous.

F. Capital Improvement Plan Update Regarding Stage II – Superintendent Picard noted that SLAM will present progress to date as well as information discussed at the January 8th Community Vision Meeting. She stated that Stage I is a review of the facilities. We follow guidance and criteria required by RIDE. This is done with an architect. Stage II – The School Committee approved SLAM as their architect and the District has a responsibility to share what opportunities are available – how we can max our dollars – what we can afford. Stage III is where you will see what a building will look like if the bond passes. Cathy from SLAM commented that they have jumped right in. They have studied all three sites and the plan is to replace three of the schools on the same sites. They want to preserve as many things on the site as they can. They will leave things like the greenhouse and ball field at Richmond. The plan is to keep traffic separate; bus drop-off and pick-up will be separated from parent drop-off and pick-up. Richmond will house the Pre-K program (one class will still run at the High School for that pathway). The Richmond site will have a lot of open space when they are done. The plans for the three buildings are basically the same with the exception of one corridor which will be specific to each school. She pointed out the floor layout at Richmond and noted that the level of security that is needed for the Pre-K program has influenced where this program will be placed. This area could be blocked off so there is no access to the rest of the building (but could be accessed if need be). They are calling this school a 3-track which means that there will be three classrooms per grade. Charlestown School will have the same concept. The current floor plan is very long; the new footprint is smaller. The bus loop

will be behind the school with parent pick-up in front. They are striving for parity with all three buildings. Charlestown will have inclusive classrooms with their specialty being outdoor space. The 3rd school, in Hopkinton, will see a restructured entrance so the bus loop and parent drop-off are separate. The CALA program for younger students (which compliments the program for older students) will have their separate area. Hopkinton's specialty is STEAM so this will be taken into consideration. This is NOT the final concept or design. Colors and character can be different in each school. They have designed these as a barn-style to stay in line with the character of the communities. After reviewing each floor plan of what the district could afford to do within the confines of the bond amount, she asked if there were any questions. Kathryn asked about district offices on the 2nd floor to which Cathy explained the offices on the 2nd floor were for teachers; not a district office. Polly noted a concern about the Ashaway CALA program. The way it is positioned, there is no access for a bus to bring a child with special needs. Cathy replied that they do have room there for bus access for children with special needs. It may not have looked like it on the drawing, but there is room. Sharon Davis questioned the number of students the buildings could house. Gina responded that the District has to supply RIDE with these numbers and right now the proposed numbers are Hopkinton – 420; Charlestown – 430 and Richmond – 460. They are reviewing the numbers now. Universal all-day Pre-K hasn't passed but they are keeping an eye on this. Gina noted that there is an additional classroom for each grade in each school so they can accommodate any "bubbles or spikes" in enrollment. Jessica asked about school themes to which Gina noted that that is a School Improvement Team discussion. They have already determined what they would like. Goldie Williams wanted to know why they need a new school in Richmond as they got a new roof three years ago. She also wanted to know about 'quiet lunch space'. Ned explained that part of the Richmond roof that was failing was done. It is a slate roof and it is failing. Richmond School does have life left but the overall building needs work. We have spent a lot of time talking with staff. They have planned rooms that can be used for students with sensory needs. Goldie asked about adaptive PE to which Cathy replied that they have OT and PT rooms in each building and adaptive PE will be provided. Martha Vida from Hopkinton stated that it appears that the Hopkinton School has a much smaller configuration than the others. Do you plan to have all Hopkinton students in this building? How do these work for the communities? Hope Valley and Ashaway are a community. You can walk to the schools. Are you building to increase capacity so her concerns are 1) Hopkinton appears undersized – Gina noted that all three schools are the same; 2) the wall surrounding the caf – is it open to which Cathy replied it is open. Gina reminded all that these are preliminary plans. They are sharing just what is possible. Martha noted concern #3 – what are the numbers today? Are you expecting increases? Gina replied that assuming the students in the school are all from that town, the numbers are Ashaway – 197; Charlestown – 253; Hope Valley – 185 (Pre-K – the majority are from Richmond with Charlestown being next and Hopkinton last – the number is 99); Richmond – 372. Tyler asked if all Pre-K students were at Hope Valley to which Gina noted that there are 30 in the High School Pre-K program for the CTC pathway. Martha commented that it seems that Hope Valley has a large population. Gina explained that Ashaway and Hope Valley Schools are 2-track schools right now, meaning two classrooms for each grade. As a regional district, students can attend the closest school or program and some already voluntarily attend schools outside their town. Donna Sunderland stated that she went on PowerSchool and her numbers for Hope Valley differ from what the Superintendent gave. There are 75 pre-K students at Hope Valley – the cut-off is 15 per class with 187 total students grades K-4 (two are not Hope Valley students but have permission to attend. Gina noted that the numbers on PowerSchool include home instructed students. Jennifer Sylvia stated the aesthetics of the new schools look nice but what will the cost of heating empty spaces be. You have a fiscal responsibility to the taxpayers. She then questioned the common area at Charlestown when their theme is outdoor learning. Gina explained that the staff would like a garage-type door. These are proposals. Outdoor learning includes things like nature walks. Jennifer commented that she did not want indoor space used for outdoor learning to which Andrew responded outside learning doesn't always take place outside. They already have a space outside. Gina again reiterated that these are examples of what they could get. Jessica Swain asked to see the photo of Ashaway School again. She knows they are all the same but she can say with absolute certainty (as she lives right where the buses

come in) that if you bring your child to school in the AM, this won't work. Are you going to take down the fields where the animals live? If you go to the left, there is a walkway that goes up to the back. The Boy Scouts built this – she hopes you keep that. To the left, there is a super steep slope. You will lose a lot of play space – they'll be no playground and no parking. Gina explained that RIDE will not allow this. They want to insure the bus drop-off is separate from parent drop-off. This is a schematic – not the actually site plan. Jessica asked where the OT and PT spaces are to which Gina replied that we don't have them now. We have things that don't work now. We have an opportunity to get 81¢ on the dollar. We have to do the process to show you what is available. This is simply a conversation around what is needed. Marissa questioned what will happen to the students at Hope Valley? Gina replied the plan is to phase out Hope Valley. This will happen regardless of the building plan. The Hope Valley site has the smallest foot space so it can't be used. If Ashaway is the first building to be done, the students from Ashaway will go to Hope Valley and/or the closest school to where they live. Marissa questioned class size to which Gina referred all to the budget page that outlines class size. Marissa asked if they will be keeping those class sizes to which Gina responded that they will stay within the numbers mandated by contract. Gregory Roberts from Rockville stated that he has a daughter who goes to Hope Valley. She will be in one of the last phase out classes. What will happen to the building? Gina explained that if the bond passes, we will continue to use Hope Valley School as a swing space. The Town of Hopkinton owns the building so the Town Council will decide what they would like to do with it. Just like the old Ashaway School. Greg asked where will the Hope Valley students go. Gina noted that they will go to the closest school where they live. We already have parents who request this. We are Chariho. The schools will all be the same. The bus company software can tell us where the lines should go. Greg stated that a lot of them are there because of social media which is filled with keyboard warriors – that is why he is here. He drove here very upset but is glad that he will have a nicer ride home. Emily Iredale lives in South Kingstown but is a Chariho Teacher. All three will be 3-track schools. What will you do if there is an influx of students? Gina replied that a demographics study has to be done in each stage. We will look at everything. They project out ten years as RIDE requires this. We have added space to each school called bump-out rooms. Emily noted they have waves of enrollment to which Gina replied that she does not feel they will ever reach capacity. One criticism of this District is we are losing enrollment. We have probably 25 years of data and we drop 1% each year. Ned added that the NESDEC report has stated that we could see overall around 1100 elementary students. Our schools will hold @440 students each. Andrew commented that he appreciated the information that was just shared. There is lower enrollment so this will provide greater efficiency. We have to think more as a District at the elementary level as we do at the secondary level. Our community at times is challenged with change. Has administration or the Necessity for School Construction Committee considered shifting from location-based naming of elementary schools to which Gina replied "yes". We are trying to take small steps. If the community chooses, we can take that on. Chris Morrone from Hopkinton had a question about the decommissioning of Hope Valley and shifting of students. Gina asked if his concern was around school construction to which Chris noted that he would wait for the discussion pertaining to the budget. Kim St. Clair requested clarification regarding capacity. She noted that some tracks will be larger than others depending on the grade. Gina responded that the numbers are based on projected enrollment. We have to look at these numbers every year. Kim felt that some classes could have 24 or 25 students to which Gina responded "not based on projections". Andrew stated that the School Committee has consistently been given feedback that they have to operate more efficiently. There is a chance they will increase but we cannot continue to operate with 15 or 16 in a class. Gina added that, to be fair, class sizes have never been lower. We have taken this into consideration. Her goal is to maintain a good class size. When we get level funded, they will have to increase class size. Diane Tefft from Hope Valley also had a concern about the decommissioning of Hope Valley School. She, too, was asked to hold her comments as the decommissioning of Hope Valley School has to do with the budget, not with the building proposal. Diane questioned only three schools to which Gina replied in order to maintain fiscal responsibility, she cannot keep four schools open. Scott Sunderland from Hopkinton stated that the towns own the building; what if they don't want to tear them down? Gina explained that the District has the responsibility for the buildings; we lease

them for \$1.00. The towns will own either the old buildings or the new buildings. But our responsibility, according to the Chariho Act, is the care and maintenance of these buildings. Because we are a regional district, we will get incentives for newer and fewer. Scott asked what if you overspend? Gina replied they can't overspend. That is why we do value engineering. SLAM is showing us what we can afford. Johnston went out pre-COVID – that is why their costs went up. We have to stay within the budget. We probably won't see a shovel in the ground for a year to a year and a half. Craig added that they usually build in a contingency and he asked Ned what this would be to which Ned responded it is usually 5%. Cathy noted escalation value. The cost projectors do their best. Mid-point during construction they will have another conversation about this with the project manager. They will help you decide how much contingency you want to carry. Escalation numbers are starting to level out. Craig added that part of the 2010 Campaign, they came in under budget to which Gina added that North Providence did as well. Cathy stated that this would come in during the Stage III conversation. Jessica thanked all who came this evening. This is what brought her to her first School Committee meeting. She wants to bring back the 5th graders to the elementary schools. She wondered if there was an opportunity to plan for this. Gina responded that they did ask but when they did the Campus 2010 project, we were overcrowded. RIDE wants the rationale for each building. If we have underutilized space in the Middle School, they will not allow this. Louise Dinsmore from Richmond asked if the initial design plans are in the exact location where the schools will be built. Gina noted that these are preliminary plans. All of that will be decided during Stage III. These are prep plans for Stage II. Louise noted that she had a statement to make but will wait as it doesn't apply to this item. Vice Chair Reynolds thanked all those who have agreed to wait to get to the agenda item. Jeff Noble from Richmond asked if there are any cost savings projections done with Phase II? He stated that people will want to know any projected cost savings by building new versus maintaining our current buildings. Gina referred him to the FAQ page on the District website. For example, look at buses – we can cut at least two now with the first phase of decommissioning of Hope Valley. She cut \$750,000 from capital projects in hopes that the bond passes. If it doesn't pass, we will still need to go out to bond as the projected cost to maintain the buildings over the next 5 years is \$30 million. Jeff questioned efficiencies such as heating to which Gina replied that Hope Valley has no HVAC ventilation. It will be \$1.4 million to fix it which we will not have to invest if we close the school. While there will be cost savings, ESSER Funding sunsets 2024. Jeff noted that building new schools now will be cheaper than building them in 20 years. Gina commented that Superintendent Ricci did this in 2005 and the cost has risen substantially since then. Polly stated, hypothetically speaking, when you rebuild Charlestown, will the students go to Hope Valley? That is far to go to which Tyler added we will have students traveling from the far ends of Charlestown and Richmond. Gina informed them that we already have students who travel all over the District. We have students on the outskirts now travelling. Pat had one big concern. Mario stated the end date is June 30, 2029. We need to make sure we finish by then to retain our bonuses. Gina agreed. Right now the State is offering bonuses that will expire in February. South Kingstown and Chariho are the only Districts who haven't had projects. We are at a base of 61% reimbursement. We can get four additional bonuses, each worth 5%, which would bring us to 81%. These sunset if you don't have a plan by February 15th. Jessica added that Mario did say there might be an extension for building. Tyler stated he is hearing the cost is about \$130 million to which Gina explained that is an approximate amount for the elementary schools. We have to share this with RIDE. It will cost \$30 million to maintain the campus and elementary schools for the next five years if the new buildings are not approved. Tyler clarified that the reimbursement rates differ between the \$30 million for renovations and the \$130 million for new. He asked if figures could be shared for what it looks like for each town for Option A or Option B. Gina noted that could change to which Ned added that they haven't had the benefit of talking with Hilltop Securities. Ned provided an estimate. For up to \$150 million (\$130 million for elementary schools and \$20 million for campus) on a 20-year bond will probably be around \$2.2 million (at 5%). RIDE requires a five-year update. For the \$30 million category – short term – will be around \$2.3 million a year. The Hope Valley roof alone will be \$1.4 million. Tyler asked when they could put the numbers together to which Gina replied they are doing that right now. She would like to have this for her meeting with the Richmond Town Council next week. Tyler asked if they could get it as

well. Gina noted that the Committee will get what Richmond gets. Tyler questioned if the vote in April is approved, they don't just go right out with bonds to which Ned explained that they may have three \$50 million runs or two \$75 million runs. It is unlikely they would do all \$130 million at once as this would not make sense. Michael Colasante from Richmond felt the voters of Richmond deserved a very comprehensive plan. He has been speaking with Mayors across Rhode Island and there are a lot of examples of things that have gone wrong. Architects needed another full year to finish Garden City Elementary School. Work orders are submitted every day. If we don't get concrete numbers, especially with these uncertain times, look at the economic impact. Gina agreed with him. She does not fly by the seat of her pants. She has a responsibility to taxpayers, students, parents to provide a recommendation; an opportunity for the District. She has been doing the same thing that Mr. Colasante has been doing. She wants to make sure that Chariho does not miss out on this opportunity. If the towns don't want it, we don't do it. Mr. Colasante wanted to make it clear that when the bond language comes down, each town solicitor needs to review it. Jennifer Sylvia asked if there would be a scenario where two schools are built at the same time to which Gina responded that she did not know but more information will come forth when things become real. Jennifer felt the public does not have a fully informed picture of their choices. She knows the School Committee is looking at three new schools. Has the School Committee done any sort of investigation to determine the overall cost to maintain/renovate the existing schools to bring them up-to-date? Ned provided some history. A few years ago the concept of one large elementary school was brought forth and that was not what people wanted. We have a narrow timeline and were advised by RIDE what we could get done and receive 81% reimbursement. We will not get the same reimbursement rate for renovations and the estimated cost to renovate is \$30 million. We could be coming back to the taxpayers in 5-6 years needing another bond for more renovations. Jennifer felt it would be beneficial to taxpayers to be able to compare apples to apples. Gina explained that the District could renovate but could not do any type of building so they could not put on a new gym for example. Our architects already gave us an idea of the cost of renovations. Parents ask why the main campus gets all the renovations and not the elementary schools and that is because the District owns the main campus. It is hard to get across to the towns the need to do something at the elementary level. Craig noted they have about 50 minutes left, per policy, to finish their meeting. We will need to table some items. They all know that to fix up what we have will be millions of dollars for renovations. Andrew noted that he is concerned to begin discussing the budget at 10:00 PM so they may need to table this. Pat felt the age of the buildings was not a red flag. Look at how old Brown is, Yale, etc. to which Gina responded that they all have had new construction done. Pat stated that she asked at last night's meeting about a Plan B. Gina stated it will cost the District more money to hire an architect to really look into renovating. They felt the best path to go, with the money they had, was new construction. They feel it would be a waste of money to hire an architect to tell them what is needed when they have a good idea of the capital projects that lie ahead. Jessica felt it was time to wrap up this conversation. Numbers will be provided at the Richmond Town Council meeting on Wednesday and they will be shared with the public.

D. Approval of School Construction/Capital Improvement Bond Language – Superintendent Picard recommended approval of the bond language that will authorize the Chariho Regional School District to finance the construction, furnishing and equipping of three elementary schools and improvements at the Switch Road Campus including, but not limited to, costs of demolition, design, health and safety projects, playgrounds, landscaping, paving and all expenses incidental thereto by the issuance of not more than \$150,000,000 bonds and/or notes. For clarity purposes, she noted that the Bond language mirrors the Chariho Act. She added that new construction comes with new furniture and technology. These are included with RIDE's incentives. Craig made a motion, which was seconded by Andrew and Tyler, to approve the bond language that will authorize the Chariho Regional School District to finance the construction, furnishing and equipping of three elementary schools and improvements at the Switch Road Campus including, but not limited to, costs of demolition, design, health and safety projects, playgrounds, landscaping, paving and all expenses incidental thereto by the issuance of not more than \$150,000,000 bonds and/or notes. Tyler noted his concern with putting this out to voters right

now. He has language he would like to include in the Bond language. It is a narrow path to the 81% so he would like to amend the motion that in order to proceed with new construction, the District will receive a minimum of 76% reimbursement. He made an amendment, which was seconded by Andrew, that new construction must achieve a minimum of a 76% reimbursement rate for the three new schools. Jon noted that the language was drafted strictly in adherence with the Chariho Act. Mr. Champlin is asking for modifications. Jon was asked if the Chariho Act will allow this to which Jon responded that the General Assembly made the Chariho Act; they can amend it. It would apply to this one motion.

Tyler Champlin made an amendment to the motion, seconded by Andrew McQuaide and it was VOTED: That new construction must achieve a minimum of a 76% reimbursement rate for the three new schools. In favor: Chambers, Champlin, Colasante, Hopkins, Louzon, Lyall, McQuaide, Phelps, Purcell and Reynolds. Opposed: Pouliot. The motion carried by a vote of 10 in favor with 1 opposed.

Tyler noted that when this goes out to the towns for a vote, it passes just like a budget vote – based on the majority of votes in all three towns. He would like to make another amendment that this vote needs to pass by a majority in each of the three towns. Polly seconded the amendment. Tyler stated that he has a problem with something that passes by a majority district wide. Each town should have its own say. Andrew agreed with Tyler but reminded all that they operate as a school district. It has caused animosity in the past so he does see merit in Tyler's amendment. Kathryn told Andrew that being a representative from Charlestown, his comments create good will in her heart.

Tyler Champlin made an amendment to the motion, seconded by Polly Hopkins and it was VOTED: That the Bond must pass by a majority of votes in each of the three towns. In favor: Unanimous.

Tyler commented on one more concern he has. When he was approached with this proposal, he felt they should keep it substantially equal to include an equal split of the cost of the new build as was done in the Campus 2010 project. Gina noted that the Chariho Act states tuition is paid based on the number of students attending from each town. It is based on a per pupil formula to which Tyler replied that his request is that it not be per pupil. He made an amendment to the motion that included in the Bond language is an equal split of the cost of the new build as was done in the Campus 2010 project. Gina reminded all that there is a process they have to follow and the longer this gets delayed, the more you run the risk of this not happening. It is her understanding that the three Town Councils have not had a conversation about this. Craig asked Tyler if he doesn't get his request for an equal split, will it end all of this to which Tyler replied "yes". Andrew stated that the Superintendent made reference to the Town Councils not having discussed this and he has not done due diligence in researching it so he is not prepared to make this commitment. He does not want to commit Charlestown to this. Tyler noted that they might need to have a special meeting. If the motion gets voted down, he can't bring it back for another vote. He withdrew his motion. Polly stated she will make the amendment to which Kathryn seconded the amendment. Kathryn thought that this would be the way to go with new construction. It would create good will and there is more likelihood that Richmond and Hopkinton would pass it. Andrew replied that it would not be a lot of good will if we commit Charlestown to this without a conversation. Gina noted that when the last bond went forward, the elementary schools were not successful. The NEASC Report came out and it showed a lot of inefficiencies at the High School. The towns worked together to address the inefficiencies. Deb Carney from Charlestown stated that she is speaking for herself, not on behalf of the Charlestown Town Council. She was not on the Council when it was agreed to split the campus project 1/3, 1/3, 1/3. This did create turmoil. She appreciates the first two amendments but this amendment goes a long way to not creating good will and she cautioned the School Committee. Craig asked Deb to elaborate on what happened twenty years ago to which Deb stated that approximately twenty years ago, Charlestown took a non-binding vote to withdraw from the District. Jessica questioned

if there was any way to get this to which Jon remarked that the Superintendent suggested discussion. This is not the way CALA went. For the CALA project, there was a hold harmless clause that if any town went over 1/3, they would be held harmless by the fund balance. In other words, the District would assume the additional cost. You could have a special meeting. He became Chariho's solicitor in 2008 and Ms. Carney is absolutely correct. Kathryn stated that she certainly would not want to create ill will. They can address this at a later meeting. Polly pulled her amendment and Kathryn pulled her second. Chair Reynolds noted that they will move forward now on the motion with the two amendments. Louise Dinsmore asked if the body moves forward with the two amendments, can they amend it further for the 1/3, 1/3, 1/3 to which Jon replied "yes". Legislation can be amended right up to the time of General Assembly votes. The Chariho Act makes it very clear that you are a separate legal entity from the towns. Districts are given more power. In 1958 the General Assembly set up regional school districts as they did not want one Town Council to veto what the School Committee does. Gina commented that this needs to be presented at the next Board of Canvassers meeting to which Jon added that the General Assembly needs to move on this by February 23rd. A Title 17 election runs pursuant to Rhode Island General Laws. The Bond Referendum piece of it will be supervised by the State Board of Elections. There will be mail ballots for this; however, there is nothing in the Chariho Act about Title 17 so the budget vote does not require mail ballots. Charlestown paid for their budget vote ballots to be mailed. Gina could ask but it is doubtful the three towns will approve the use of money for this. Louise asked if the parameters of the Third Amendment will be able to be introduced in Bond by February 23rd to which Jon replied that would be up to the Town Councils. Kedrick Swain asked if all expenses are covered, does this include the cost to displace students. Jon responded that transportation that is necessitated by school construction is covered. There is no net increase in cost as you are already transporting students. Martha Vida noted a concern that she has heard two different figures discussed - \$130 million and \$150 million. What is the actual total? Gina responded that the Bond language is up to \$150 million. They anticipate that \$130 million will go towards the three new schools and \$20 million will cover necessary repairs/renovations to the main campus - items such as the CTC roof and the Middle School skylight project. You will end up spending around \$27 million after reimbursement. Michael Colasante stated there will be three new elementary schools all relatively the same footprint so they will cost about the same to build each one. Richmond and Hopkinton will be paying more for the value of the school based on the per pupil formula to which Gina explained that students will access all three schools so there could be Richmond and Hopkinton students attending the new school in Charlestown. Craig asked if each town's contribution toward bond payment fluctuates to which Ned explained that it does as it goes through the enrollment process. Jon stated this could be true with CALA but not so with the Campus Bond which is 1/3, 1/3, 1/3 not by student enrollment. The CALA bond has a hold harmless clause that any town over 1/3, the District writes the check for the difference.

Craig Louzon made a motion, seconded by Andrew McQuaide and Tyler Champlin and it was VOTED: To approve the bond language that will authorize the Chariho Regional School District to finance the construction, furnishing and equipping of three elementary schools and improvements at the Switch Road Campus including, but not limited to, costs of demolition, design, health and safety projects, playgrounds, landscaping, paving and all expenses incidental thereto by the issuance of not more than \$150,000,000 bonds and/or notes. Bond language will include the following: New construction must achieve a minimum of a 76% reimbursement rate for the three new schools and the Bond must pass by a majority of votes in each of the three towns. In favor: Chambers, Champlin, Colasante, Louzon, Lyall, McQuaide, Phelps, Purcell and Reynolds. Opposed; Hopkins and Pouliot. The motion carried by a vote of 9 in favor with 2 opposed.

E. School Committee Resolution Memorializing the General Assembly to Enact Legislation for the Issuance of Bonds and Notes - Superintendent Picard recommended approval of this Resolution memorializing the General Assembly to enact legislation authorizing the Chariho Regional School District to issue bonds and notes for school construction/capital improvements.

Tyler questioned if they are waiting on the last piece, why are they moving on this to which Jon explained that the legislation they approved with the amendments will go back to Ms. Grande and she will move it forward. He agrees with the Superintendent that if they get too close and wait until the last minute, something can go wrong. Tyler asked if the Committee makes an amendment, they just need to let Ms. Grande know. Jon replied "yes". Craig made a motion, which was seconded by Andrew to approve the Resolution. Senator Morgan felt they had time to get this in – until February vacation. They even have further to go to get it in as there are no timelines for a town. Jon disagreed. The Committee has to approve its budget on February 13th per the Chariho Act. If you want to have the vote on this question the same day as your budget referendum which is April 9th, that is why the February 23rd date is important when you work backwards on the Title 17 calendar. He doesn't think the three towns want two elections for the school.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: To approve this Resolution memorializing the General Assembly to enact legislation authorizing the Chariho Regional School District to issue bonds and notes for school construction/capital improvements. In favor: Chambers, Champlin, Colasante, Louzon, Lyall, McQuaide, Purcell and Reynolds. Opposed: Hopkins, Phelps and Pouliot. The motion carried by a vote of 8 in favor with 3 opposed.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: To table Item H – FY25 Budget Presentation. In favor: Unanimous.

Craig Louzon made a motion, seconded by Tyler Champlin and it was VOTED: To extend the meeting past 10:00 PM. In favor: Chambers, Champlin, Colasante, Louzon, Lyall, Pouliot, Purcell and Reynolds. Opposed: Hopkins, McQuaide and Phelps. The motion carried by a vote of 9 in favor and 3 opposed.

G. Budget Transfers – Superintendent Picard recommended approval of the Transfers for 12/12/23.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: To approve the Transfers for 12/12/23. In favor: Unanimous.

H. FY25 Budget Presentation – Due to the late hour, this item was tabled until January 11, 2024.

X. Consent Agenda Items

Vice Chair Reynolds asked if there were any items to be pulled. Seeing none, Craig acknowledged the donation and thanked the donor.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: To approve all of the Consent Agenda Items. In favor: Unanimous.

A. Minutes – Approved the following:

1. Executive Session Minutes of December 12, 2023 – Approval of Executive Session Minutes of November 14, 2023 (minutes not sealed).

2. Regular Session Minutes of December 12, 2023.

B. Bill Review – Accepted.

C. Permission to Issue Bids/Request Quote – None at this time.

D. Permission to Award Contracts – None at this time.

E. Home Instruction – Action taken in executive session.

F. Grants – None at this time.

G. Donations – Accepted the following:

1. Donation from Gotham Greens, Providence, RI of 144 seedlings, valued at \$432.00, to Richmond Elementary School.

XI. Reports

A. Subcommittee Reports

1. Necessity for School Construction Committee has meetings scheduled for January 8, January 31 and February 12.

B. Superintendent's Report

1. ARTESSY Preparation – Planning has begun on ARTESSY which is scheduled for Saturday, March 23, 2024. All are invited to attend.

C. Coming Events were highlighted.

XI. School Committee Requests for Future Agenda Items or Legal Opinions

Donna stated, in light of the discussion that took place on January 3, 2024, she proposes that the School Committee take a closer look at its Code of Basic Management Principles and Ethical Standards. Maybe they should modify it to protect themselves.

Tyler had a request for administration. He is hoping to see the communication that they spoke about.

XII. Adjournment

Tyler Champlin made a motion, seconded by Polly Hopkins and it was VOTED: To adjourn at 10:10 PM. In favor: Unanimous.

Donna J. Sieczkiewicz, Clerk

Chariho School Committee Special Meeting/Budget Workshop
Regular Session Minutes - January 11, 2024

Committee Members attendance: Chair Catherine Giusti, Vice Chair Karen Reynolds, Donna Chambers, Tyler Champlin, Kathryn Colasante, Polly Hopkins, Craig Louzon, Linda Lyall, Andrew McQuaide, Larry Phelps, Patricia Pouliot and Jessica Purcell.

Administrators and Others Attendance: Superintendent Gina Picard, Assistant Superintendent Michael Comella, Director of Administration and Finance Ned Draper, Retired Judge Francis Flaherty – exited at 5:40 PM, Attorney for the School Committee Jon Anderson, Systems Administrator Eric O'Brien, Richmond Town Councilor Michael Colasante and School Committee Clerk Donna Sieczkiewicz.

I. Meeting Call to Order/Pledge of Allegiance/Silent Meditation

Chair Catherine Giusti called the Special Meeting/Budget Workshop of the Chariho School Committee, held in the Chariho High School Library, to order at 5:00 PM. She asked all to please stand for the Pledge of Allegiance and a moment of silence.

II. Executive Session

Craig Louzon made a motion, seconded by Andrew McQuaide and it was VOTED: That the School Committee go into executive session and close the meeting to the public under the authority of R.I. General Laws Section 42-46-5(a)(2) for the purpose of discussion/action pertaining to litigation/legal update (The Robinson Green Beretta Corporation v. Chariho Regional School District, through its Chair, Linda Lyall – C.A. No. PC-2021-06474). In favor: Unanimous.

III. Reconvene Open Session/Pledge of Allegiance/Silent Meditation

Chair Giusti reconvened the meeting at 7:00 PM and asked all to please stand for the Pledge of Allegiance and a moment of silence.

IV. Closing/Sealing of Executive Session Minutes

Superintendent Picard recommended that the minutes pertaining to litigation/legal update (The Robinson Green Beretta Corporation v. Chariho Regional School District, through its Chair, Linda Lyall – C.A. No. PC-2021-06474) remain sealed.

Craig Louzon made a motion, seconded by Andrew McQuaide and it was

VOTED: That minutes pertaining to litigation/legal update (The Robinson Green Beretta Corporation v. Chariho Regional School District, through its Chair, Linda Lyall – C.A. No. PC-2021-06474) remain sealed. In favor: Unanimous.

V. Disclosure of Executive Session Votes

Vice Chair Karen Reynolds reported there was one vote taken in executive session to close executive session and return to open session. The vote was unanimous with Chambers, Champlin, Colasante, Giusti, Hopkins, Louzon, Lyall, McQuaide, Phelps, Pouliot, Purcell and Reynolds all voting in favor.

VI. Settlement Agreement with Robinson Green Beretta Corporation

Superintendent Picard recommended approval of the settlement agreement with Robinson Green Beretta Corporation.

Craig Louzon made a motion, seconded by Tyler Champlin and it was

VOTED: To approve the settlement agreement with Robinson Green Beretta Corporation. In favor: Unanimous.

VII. Stage I Application with RIDE

Ned provided an update and apologized for not getting the documents to the Committee sooner. He has been working with Colliers going through the Stage I and Stage II process for the bond. In case the bond does not go forward, the District has to have a plan in place for our capital improvements. The Committee will need to approve submission of a proposal if the bond fails. Please consider our revised plan. We have to have all our ducks in a row. Jessica asked if they could use information from the previous Stage I to which Ned replied "yes". Superintendent Picard recommended approval of the Stage I application with RIDE.

Jessica Purcell made a motion, seconded by Andrew McQuaide and it was VOTED: To allow Ned to submit the Stage I application with RIDE. In favor: Unanimous.

VIII. Budget Workshop

Chair Giusti stated that she will allow anyone with questions to speak after the School Committee has asked their questions. Those wishing to speak should state their name and town of residence. Please remember to speak into the microphone.

Superintendent Picard prepared a slideshow and welcomed all to the meeting. She thanked the entire Chariho team for all their efforts to collaborate to ensure they present a budget that serves the needs of our students, families, educators and staff. She is presenting a budget tonight that continues to ensure Chariho stays on track to provide a high-quality education to all students. She asked all to please allow her to walk through the entire budget presentation before questions are asked. She noted that all of the budget materials are posted on the Chariho website. She began by highlighting the success of the District. We have three Blue Ribbon Schools. US News and World Report ranked Chariho High School 7th among all RI High Schools, all of our elementary schools had substantial growth with three in the Top Ten related to State proficiency data. Our State data revealed that we are showing growth in English Language Arts and Mathematics at all of our schools and that we are outperforming Massachusetts schools and the RI State proficiency data. We offer over twenty CTC programs and over 20 Advanced Placement (AP) courses and Chariho High School is outperforming its peers in several areas in the state and globally. We received recognition for our commitment to Advanced Placement coursework. Richmond Teacher Paige Leddy was selected in October as the 2023 RI Elementary Milken Award Winner ("The Oscars of Teaching") and Middle School Teacher Michelle Conary Brittain was named the 2023 Middle School STEAM Educator of the Year. Chariho Alternative Learning Academy Teacher Adrienne Buckley was named the 2023 RI Environmental Education Teacher of the Year. The Department of Education recognized Richmond Elementary School as a RICAS rock star for achieving a 17% increase in their proficiency scores in English Language Arts and having 69% of their students achieve high growth in Mathematics. Ashaway saw a 16% increase in Mathematics proficiency and Charlestown saw a 7% increase in Mathematics, placing all three elementary schools back to their pre-pandemic proficiency rates. Hope Valley saw a 9% point increase in grade 3 writing. New accountability ratings were released this past Friday, three of our elementary schools were given 4 out of 5 stars and one earned 5 out of 5 stars, placing our elementary schools among the strongest in the State. Our High School SAT scores saw a 5% increase in Mathematics and English Language Arts, our Graduation rate has increased to 94% and our student post-secondary success is among the highest in the State, achieving 3 out of 3 Success points based on State accountability criteria. While our Middle School is in the top 20% of middle schools in the State based on current accountability data, our students in 7th grade showed a 12% increase in Mathematics. We recognize that we must continue to improve with a strong focus on our Middle School. The Middle School team has been working on revising student instructional experiences to ensure we are meeting students' needs and we are focused on growth overall. She then reviewed the Budget Process timeline noting that our current five-year proposed Capital Improvement Plan is approximately \$30 million. However, that does not include all of our facility needs over the next five years. They have moved \$750,000 from the Capital Improvement Plan for the FY25 budget with the hope that they will move forward with a bond. She reviewed budget workshop dates and noted there will be additional opportunities for input and

feedback for the School Committee and community during all regularly-scheduled School Committee meetings on February 13, March 5 and March 12, leading up to the budget vote on April 9th. The budget will be presented to the Finance Committee on January 17th and then to the member towns at the Omnibus Meeting on that same night. Changes to the budget can be made until March 12th when the School Committee will adopt a final budget to present to the voters in each town. The Annual Regional District Meeting/Public Hearing will be held on March 5th with budget adoption on March 12th at the regularly-scheduled School Committee meeting. She noted all of the documents that can be found on the Chariho website along with a Google form to submit questions you might have that are not noted. She then reviewed staffing. Our educators and staff are our most significant investment as these are essential individuals who provide the instruction and support to ensure the overall needs of our students are met. Much of our operating budget is allocated to staff but, you will note, there have been slight reductions in staff each year. You will also see that the cuts to Healthcare made last year during the FY24 budget process proved to be too aggressive and, as a result, have impacted our FY25 budget. Gina then reviewed costs required by either Federal/State legislation/statutes that are needed for us to operate. We continue to ask our state legislatures to support us by asking that the State provide full funding for transportation. Our Senators and Representatives have been incredible partners in working with the legislators to ensure we continue to receive full funding for our Categorical Transportation along with other initiatives. Over the last three years the School Committee has approved a Resolution supporting this funding in the State budget and this have been forwarded to all Town Councils, State Representatives and regional districts to request that they pass a similar resolution of support. She then moved to a slide on revenue which showed the District's overall money received from the State, Federal and local government across six fiscal years. There are additional charts on the RIDE Financial Website that can also show how Chariho compares to all districts across the State regarding finances, budget and spending. She pointed out areas where there have been some questions about cost. It is also important to note that she has already made reductions totaling approximately \$1.2 million throughout the budget process. The cuts were necessary to bring the budget down to the preliminary 2.2% increase that is being presented to you this evening. The cuts included an overall reduction of certified staff in grades K, grade 4 and in the High School as well as reductions in non-certified positions. As a reminder, the Governor has not released State Aid, therefore, this budget remains preliminary based on the data that we currently have available. She has heard the Governor's budget is scheduled to be released on January 16th. She then provided a review of budget items with increases which included the following: salaries and benefits per the newly-negotiated contracts for certified and non-certified staff; healthcare adjustments to the FY24 shortfall; curriculum, materials, tutoring and professional development are being placed back in the budget; building and grounds supplies adjustment to the shortfall in FY24; out-of-district transportation; DCYF tuitions which she was just notified have risen from \$75,000 to \$93,000 for each student (we currently have four); capital projects (CTC roof, CMS skylight, safety enhancements to doors, windows and cameras). ESSER funding, which stands for Elementary and Secondary Emergency Relief Fund, sunsets September 2024. She reviewed how the District utilized these funds. We continue to work diligently to find other funding sources by applying for grants. Our grants Development Officer Katie Kirakosian continues to work tirelessly with our administrators and staff to seek out these opportunities. In 2023 we have received a total of \$2,029,598 in grants and she reviewed the grants that were awarded to the District. Additional revenue, which includes State Aid, CTC tuitions and increased investment income with higher interest rates were discussed. Current enrollment shifts by town have resulted in Charlestown at 24.05% or -1.03%; Richmond at 37.68% or -0.84% and Hopkinton at 38.26% or +1.49%. The amount paid to the District by each town is determined by that town's share or percentage of enrolled students. This is detailed in the budget in Section 7. She noted there has been many questions regarding how much each town pays per pupil. She shared a chart that shows what each town pays prior to their allocation of State Aid – Charlestown is \$19,736 per student; Richmond is \$19,606 per student and Hopkinton is \$19,159 per student. After State Aid is applied, Charlestown pays \$17,792; Richmond pays \$14,389 and Hopkinton pays \$13,513. The fiscal impact on Member Towns with debt service after reallocation of the fund balance is +2.22% with the impact as follows: Hopkinton +3.76%; Richmond +1.35%; Charlestown +1.18%. Annual

inflation for the New England region consumer price index (CPI) was between 3-5% in FY23 with levels as high as 8% in 2022. Gina then shared an inflation slide which included a table of % increase (+,-) for overall student enrollment, Chariho budget increase or decrease, and the Consumer Price Index (CPI) for New England as of November 2023. Enrollment has only shifted approximately 1.33% and even with the budget preliminarily set at 2.2% before the Governor's proposed budget is released and the School Committee takes additional actions, we have averaged 1.06% in comparison to an increase in inflation which has averaged 3%. In FY23, we were level-funded and saw a 0% increase while inflation was at 8%. FY23 Audit results are finalized and for the District to retain a preliminary 2.25% fund balance reserve, aligned to the School Committee Unassigned Fund Balance Policy, results in \$1,261,273 being available for general fund use in FY25. Per the Government Finance Officers Association (GFOA), Chariho's estimated fund balance for the District overall is recommended to be two months of expenditures (Chariho's current monthly average of expenditures is \$10-\$11 million). The recommendation from our auditors as discussed in the December 12, 2023 meeting is 5-7%, which is over \$3 million. The Superintendent reviewed the five-year Capital Improvement Plan required by law. Over the last 20 years, the District made several attempts to address our aging elementary schools. She reviewed proposals offered by Superintendents John Pini and Barry Ricci that were offered in an effort to update our elementary schools. In 2005, Superintendent Ricci tried to put forth a project, with a completion date of 2008, that would have moved the District to having three elementary schools, in in each town, and return Hope Valley to Hopkinton. The projected cost was approximately 100 million at a reimbursement rate of 56%. This plan was defeated by voters. However, the campus and CALA projects were both approved. We have a unique opportunity to build three new elementary schools, one in each town on the existing sites, with a reimbursement rate of 76-81 cents on the dollar. Regardless of the path forward, the District's financial picture will incorporate a phase-out of Hope Valley Elementary School, as discussed last year during the FY24 budget season, as maintaining four aging facilities is quite cost-prohibitive and continues to be a challenge for the budget. With that being said, in order to get our budget to not exceed a 2.2% overall increase and remembering this is also a tentative budget until the Governor's budget is released on January 16th, we would need to stop enrolling K students at Hope Valley School beginning FY25. The District and the School Committee continue to promote budget transparency and we now have a Budget Subcommittee that started in 2023. Those meetings are open to the public and they will continue to meet and discuss the current FY24 budget as well as budget projections for FY25. She thanked everyone who came out this evening to join them in discussing the future of education in Chariho.

Andrew asked the Superintendent to please review some of the adjustments made to the budget format. He is very appreciative of the notes that were added. Gina noted that Section 3 is new – some information was removed as it was felt it wasn't as important as what was added. There is an overall view of increases and decreases which allows the School Committee to be more thoughtful. Kathryn felt this was a fabulous addition and she really appreciates it. Andrew gave a shout out to Tyler as these were his suggestions. Chair Giusti asked if the Superintendent could point out cuts that she has already made. She replied that they asked principals/teams to prioritize needs as ESSER funds were sun setting. The Budget Subcommittee wanted the rationale from principals as to why an increase might be needed. The elementary principals looked at what may come with the building project. For example, RIDE does provide allowances for furniture and technology needs for new buildings. We looked at our current programs to make sure they are efficient. We also reviewed High School electives and looked at a reduction in classrooms at the elementary level. Andrew stated that these were not looked at by the School Improvement Teams as easy cuts. The teams feel these items are needed now but as a School Committee, this is a prudent thing to do with a possible building project in the future. This was not an easy conversation to have at the elementary level. Linda noted three variables in OT; was this because of ESSER to which the Superintendent responded that this is based on students coming in, not on ESSER. We had a school psychologist leave in September and another one on leave so we had to contract for those services. Teachers don't like to make moves before school starts and they also do not want to leave and take a position somewhere else for one year. Andrew asked that the Superintendent prioritize the conversation

around Hope Valley Elementary School (i.e. savings achieved by beginning the phase out, options for the School Committee to accelerate or slow down the process). At this time, he does support the plan. Superintendent Picard explained that last year we had to start looking at decommissioning Hope Valley School. Her recommendation would be to cut one kindergarten class out of the budget. It is not prudent to cut too many out of the budget when making shifts. We will need less custodial coverage and two fewer certified positions. No one will lose their job. We will reconfigure transportation with a potential savings of two buses. The savings would be a minimum of \$450,000 but could go up to \$600,000 depending on whether or not the plan is accelerated. Tyler noted a concern about the enrollment percentages as his numbers did not match those of the District's. Ned explained how he calculated the numbers using the percent difference not the numerical change in students. Tyler noted that he is good with Ned's numbers. Kathryn clarified that \$750,000 is not in the budget because of the bond to which Gina replied that is correct. We have stated that regardless of whether or not the District moves forward with a building project, we will need to go out to bond. She reviewed a few of the larger capital projects. Chair Giusti asked how they arrive at the numbers (cost) to which Gina responded that the architects and Colliers assist with determining this. RIDE states we have to provide proof every year as to how we are maintaining or buildings. We have to have an architect to do this to which Ned added that SLAM is redoing this now so some of the numbers may change. Gina noted some confusion in the community as it relates to housing aid. This is not related to affordable housing. Housing aid is a term RIDE uses for aid to schools because we "house students". She has a link on her FAQ page so all can see what every district receives. Andrew asked the Superintendent to please walk them through page 7 – certified staff reductions. Gina stated that there will be one less K teacher from Hope Valley, two 4th grade teachers at Richmond, one High School teacher and one Middle School teacher. We did not have any social workers in the elementary level so that position is being put back in the budget. Kathryn asked if the Richmond bathroom renovation numbers were new numbers. The Superintendent responded that these are old numbers. RIDE wants them updated so SLAM and Colliers are working on the new numbers. Ned added that RIDE requires a schematic design plus detail. Kathryn wondered how they got estimates without bids to which Ned replied they have cost estimators – individuals who know what the cost is per square foot. They do the estimate. Kathryn asked if it was the same thing with labor to which Ned explained for labor they have to go with the prevailing wage rate. It is required by law that we pay that. Kathryn wondered how close they get to which Ned responded they get pretty close. Jessica asked for clarification between the 8-page document versus the thirty-plus page document. Ned noted that a lot of the format he inherited. He appreciates the granularity of it and the District should be applauded. He then provided a summary of the two documents. Gina commented that the level of transparency in other districts does not exist. This is a credit to the previous finance directors and Ned. We had a brand new auditing firm; the taxpayers and community should be proud as there were no recommendations or findings. Tyler stated that over the past couple of years we have had savings through vacancies but this is not really a savings to which Gina agreed that these were unspent dollars because we were unable to fill vacancies. Tyler asked if the District has planned for these to be filled in this budget. Gina replied that the District currently has seven unfilled custodial positions; we need to minimally fill five of those. Tyler asked if all seven were budgeted to which Gina responded that only five are budgeted. Craig clarified that some of the savings was eaten up by vendors to which Ned agreed. Andrew asked for an overview of Section 6 – Capital Plan. Ned noted that right now they are working on the five-year plan. This is a subset. He thinks the District will get @ \$300,000 in housing aid reimbursement for the Middle School boiler project. He is also looking at revenue from the RI Drinking Water State Revolving Fund. Some funding was set aside during COVID. We know we have to make significant capital improvements. Craig suggested they consider adding lights to the front parking lot at Charlestown School as this is a safety hazard. He would like to see this done sooner rather than later. Andrew asked about the paving of the lower lot at the High School. Ned explained that when this was paved, they had enough money to do the binder coat. This was needed as it was nothing but mud there and through COVID we needed the additional parking. Gina added that the money came from the Parking fund. Ned explained that binder coats will last a couple of years so we will have to put a finish coat on it soon. He is working with National Grid on rebate money for the EMS panels and the rest are high priority

needs. He has underlined those projects that can go out to bond. Gina reminded all that regardless of the path forward, the District will still need to go out to bond whether they build or renovate/repair. Ned noted that he will have more robust data plans coming from SLAM. If he was to give the Committee a five-year plan now, it would not be accurate. Tyler stated he had a question on Section 4, page 1, line 13 – Hope Valley salary. There is movement of two kindergarten classes out, where does he see this elsewhere to which Gina explained there is only one teacher, not two and they are planning on a retirement so both teachers will have a position. We cut one teacher but this may be needed in another school. We know we have five certified retirements. Ned added that the total there goes down but Charlestown goes up. Polly, taking the same example, asked if there is any signifier that says this is two positions. Gina referred her to Section 8, by school you will see the numbers. If it is in red, that means it is grant-funded (i.e. Title funding, IDEA). The others are out of the operating budget. Ned added that if you look at the salary tables, the building code is at the back of the table. The code tells you which school it is. This goes back to the RIDE thing. RIDE tells us what numbers we have to use for the school. It is a requirement and is part of our audit. Andrew questioned page 9 of 10 in Section 3 – explain the movement from rental to tech. Ned noted that rental of technology is where the expense lived. We are dropping this down as we plan to purchase now. Before COVID we leased our computers. After ESSER we purchased them instead of leasing. Gina has moved to Chromebooks at the High School. They are getting longer life now from Chromebooks. Louise Dinsmore from Richmond questioned the \$750,000 moved from capital. If the bond vote and the budget vote are on the same day, what happens if the bond fails and the budget passes? What happens with the \$750,000? Gina responded that they have a Stage I plan the School Committee approved this evening so RIDE will have two applications – one for Stage I and one for Stage II. If the bond fails, we will have to go back out to bond for renovations/repairs. Louise asked how CTC tuitions compare from last year to this year. Ned referred all to Section 5 where the detail is listed. Overall we are seeing an increase as there is a healthy interest in our programs. Gina commented that she was on WBLQ with Gerry Auth and Construction Technology Teacher Dave Bannister. We are the only CTC program in the State that has built a home for Habitat for Humanity. The ribbon cutting for this new home is scheduled for next week. Louise asked if they get \$20,000 for each student to which Gina replied that RIDE tells us how much we can charge each district. It is not the same for every student as every district has a different per pupil cost. Goldie from Richmond asked if they will be having special needs services for the students who are moving out of Hope Valley. Gina explained that the law requires we provide services for all students who require them so if a student is in need of services, they will receive what is needed. Andrew noted that last year Clay talked about how they could maximize CTC enrollment strategies to maximize tuition revenue. Maybe they could discuss this at a future meeting. Gina referred all to TikTok and follow radio station WBLQ as this is where we share the work we are doing. There is an Open House at CTC next Wednesday. She advised all Committee members to come early and talk with parents/students. Jessica Swain from Ashaway asked if lights are installed in the Charlestown parking lot that sensors be put on them. She noted she was glad they paved the lower parking lot but the parking spots could be a bit wider. There are no cameras down there and new student drivers tend to not judge correctly. Gina replied that we do have cameras in the budget but they are unable to get chips for them. Jessica Swain then asked about the switch to Chromebooks at the High School. Her daughter has an Apple. Will the District need to buy new programs? Gina explained that Chromebooks are much easier for us to update, programs are budgeted in. Mike added that a year ago they put together a committee at the High School to discuss the crossover. What was found is that largely there is no impact but they will have a cart of MacBooks available for classroom need. Jessica Swain asked if the retirement numbers are guaranteed. She knows there are others who want to retire and can't. Newer teachers require mentors where older teachers are more experienced. Gina commented that the District is actually seeing more retirements coming in but we have five now. We usually see more near the end of school and she feels they will see even more over the next few years. Those teachers who are coming in to the District are actually coming in on higher steps; many on top step. They are experienced teachers coming from other districts. We have a good draw. We do offer a Reflective Practitioner Course for new teachers but they will be shifting that. All new teachers (regardless of experience) get assistance. Dr. Comella and Martha

Dion facilitate this. Andrew asked Administration to consider cuts as he is mindful of where Hopkinton is at. He would like to get Hopkinton to 2%. Gina noted that she would like to hold until she sees what the Governor's budget looks like. She doesn't want to bring forth more angst with staff. Andrew felt that was a reasonable request. That is the direction he would like to see them go. Michael Colasante from Richmond stated that the Commissioner had an interview and warned all to be weary of the 'fiscal cliff'. The money from the General Assembly will be severely limited. He urged all to watch the clip as this is very concerning. He had wanted to get the towns together last year to discuss mandates. A lot of these are very costly and non-sensible. He feels if the government wants them, they should fund them. This would curtail their foolish mandates. Gina noted that the Superintendents have been advocating for the same thing. They are asking for a fiscal statement – where is the money coming from. Michael asked about social space needs to which Gina requested that he please elaborate on this. He asked about mandates around special needs. Gina explained that federal law requires this and we get IDEA money to assist with the cost. Massachusetts and Connecticut do a better job – they fully fund special education – so she completely agrees that Rhode Island has to do something. Michael stated that he spoke with North Providence Mayor Charlie Lombardi. He claims Mr. Lombardi talked about the small tax base and wondered how we will afford these increases. He made a good point. We need to come up with a happy medium. Those who can afford more and those who cannot afford it. Chair Giusti couldn't agree more and advised all to contact their local legislators. Karen noted that at a Budget Subcommittee meeting they invited all of the local State officials and discussed legal requirements we have to follow. Representative Cotter mentioned fiscal statements that need to accompany these. They did take last year's Omnibus Meeting very seriously. Jessica stated that every year they sign a Resolution that goes for all of the regional districts for Categorical Transportation Aid plus the Omnibus Meeting. These are great ways to communicate. Gina referred all to her slide deck that lists all our new mandates. Andrew felt this was a really excellent Budget Workshop. Ned noted that it is helpful for them to understand what is going on in this community. While there will be some disruption in the short term, they do believe their numbers line up with where we need to be to which Craig added that they all feel the same way. Abby from Hope Valley asked if all three towns will be rezoned this fall. Gina noted that for K enrollment, they will relook at the lines. Once they get maps, they will work with the bus company. Abby asked if siblings would be split to which Gina responded that will happen only if parents want to split them. Stephanie from Hope Valley noted a concern that students may end up moving a couple times. Gina replied that her daughter was in first grade and her school was moved. She has moved three times. As a parent she gets it and she hopes the impact is less on them. At Exeter-West Greenwich, their siblings are split up at the elementary level. Stephanie stated that she is hopeful the District will minimize the impact from students moving around. Michael Colasante asked Ned for a breakdown of each town's reallocation of the fund balance. Ned responded Charlestown is \$306,514; Richmond is \$479,322 and Hopkinton is \$475,538. Mr. Colasante thanked him. Filippa Bryson from Richmond asked for a clarification of the K restructure plan. Gina explained that in her recommendations to cut the budget, Hope Valley K students will be shifted to the other three schools. She is not separately siblings unless parents want that. Hope Valley parents will have options. Kindergarten enrollment will begin in March. Every year we monitor the lines so we will have to think about where a student will go. This will depend on whether or not there are population shifts. Chair Giusti commented that people have said they are surprised by these conversations so we will still need to have these conversations to keep everyone informed. We will get hard numbers as requested by Mr. Champlin. If you have a question, she referred all to the website to the FAQ page. If you don't find that your question is answered there, you have the opportunity to submit your question so it can be answered.

IX. Adjournment

Tyler Champlin made a motion, seconded by Karen Reynolds and Andrew McQuaide and it was VOTED: To adjourn at 8:13 PM. In favor: Unanimous.

Donna J. Sieczkiewicz, Clerk

Chariho School Committee – Omnibus Meeting
January 17, 2024 Minutes

Present were:

Chariho School Committee Members: Chair Catherine Giusti, Vice Chair Karen Reynolds, Donna Chambers, Tyler Champlin, Kathryn Colasante, Polly Hopkins, Craig Louzon, Linda Lyall, Larry Phelps, Patricia Pouliot and Jessica Purcell. **Chariho Administrators:** Superintendent Gina Picard, Assistant Superintendent Michael Comella, Director of Administration and Finance Ned Draper, Assistant Director of Administration and Finance Lynn Gouvin, Systems Administrator Eric O'Brien and School Committee Clerk Donna Sieczkiewicz.

Charlestown Town Council: President Deborah Carney and Stephen Stokes. Also in attendance was Town Administrator Jeff Allen.

Richmond Town Council: President Mark Trimmer, Vice President Rich Nassaney, Michael Colasante, Helen Sheehan and Samantha Wilcox. Also in attendance was Finance Director Laura Kenyon.

Hopkinton Town Council: President Michael Geary, Vice President Scott Bill Hirst, Robert Burns, Sharon Davis and Stephen Moffitt. Also in attendance were Town Manager Brian Rosso, Finance Director Elizabeth Monty and Chariho Finance Committee Member Sylvia Thompson.

Legislators: Senator Victoria Gu, Senator Elaine Morgan (exited at @ 8:00 PM), Representative Megan Cotter and Representative Tina Spears. Representative Cotter informed all that Representative Kennedy had surgery scheduled for the morning so he is unable to attend.

I. Meeting Call to Order/Pledge of Allegiance/Silent Meditation

Chair Catherine Giusti introduced herself and called the Chariho School Committee Omnibus Meeting with the Town Councils, held in the Chariho High School Library, to order at 7:00 PM. The Pledge of Allegiance was followed by a moment of silence. She then asked all at the table to please introduce themselves. She noted that the Superintendent will present first and she will then open it up to questions/comments. If you plan to speak, please use the microphone. Those in the public planning to speak were asked to please go to the podium, state their name and town of residence and please use the microphone as well.

II. FY25 Budget Presentation

Superintendent Picard welcomed all the member Town Councils, Senators, Representatives and members of the public. As always, she wanted to thank the entire Chariho team for all their efforts to collaborate to ensure they present a budget that serves the needs of our students, families, educators and staff. Tonight she is presenting a budget that continues to ensure that Chariho stays on track to provide a high-quality education to all students. Budgeting time is never easy. However, it is a significant opportunity to share with everyone the return on investment for the tax dollars spent every year in our District and the budgetary needs to sure continued success for our students. It is not lost on many of us that just two years ago, some individuals implied tht our school data during COVID was not what our District had been accustomed to and questioned what their tax dollars were paying for. While the data across the State and our District a couple of years ago showed a drop during COVID, we made a commitment to our families in Chariho and our taxpayers that Chariho educators, administrators, staff and students were up for the challenge of coming out of the pandemic stronger than ever. We designed Vision 2026 and implemented strong School Improvement Plans while increasing parent and student voice on our School and District Improvement teams. That work led her to highlight some of our successes this evening. The budget remains centered around the investments we make every day to ensure our students have a high-quality and rigorous public education. We are proud of the continued growth we see each year and we have only just begun. Our schools continue to make substantial progress and, as a result, Chariho has received several recognitions we should all be proud of. We have three Blue Ribbon Elementary Schools, US News and World Report notes Chariho High School is ranked 7th among all Rhode Island High Schools, all of our elementary schools

substantially grew; they are in the Top Ten related to State proficiency data. Our current State data shows that we are showing growth in English Language Arts and Mathematics at all of our schools and we are outperforming Massachusetts schools and the Rhode Island State proficiency data. We offer over 20 Career and Tech programs, over 20 Advanced Placement (AP) courses and Chariho High School is outperforming its peers in several areas in the State and globally. We received Rhode Island recognition for our commitment to Advanced Placement coursework. Richmond Elementary School Teacher Paige Leddy was selected in October as the 2023 Rhode Island Elementary Milken Award Winner ("The Oscars of Teaching"). Chariho Middle School Teacher Michelle Conary Brittain was named the 2023 Middle School STEAM Educator of the Year and Chariho Alternative Learning Academy Teacher Adrienne Buckley was named the 2023 Environmental Education Teacher of the Year. The Department of Education recognized Richmond Elementary School as a RICAS rock star for achieving a 17% increase in their proficiency scores in English Language Arts and having 69% of their students achieve high growth in Mathematics. Ashaway saw a 16% increase in Mathematics proficiency and Charlestown saw a 7% increase in Mathematics, placing all three elementary schools back to their pre-pandemic proficiency rates. Hope Valley saw a 9% point increase in grade 3 writing. New accountability ratings were released this past Friday, three of our elementary schools were given 4 out of 5 stars and one earned 5 out of 5 stars, placing our elementary schools among the strongest in the State. Our High School SAT scores saw a 5% increase in Mathematics and English Language Arts, our Graduation rate has increased to 94% and our student post-secondary success is among the highest in the State, achieving 3 out of 3 Success points based on State accountability criteria. While our Middle School is in the top 20% of middle schools in the State based on current accountability data, our students in 7th grade showed a 12% increase in Mathematics. We recognize that we must continue to improve with a strong focus on our Middle School. The Middle School team has been working on revising student instructional experiences to ensure we are meeting students' needs and we are focused on growth overall. As you can see, two years ago we were challenged by some based on State Accountability data and she is proud to be here tonight to share the amazing work of our teachers, students and staff that led to this significant growth. And to be clear, we have only just begun. She then reviewed the Budget Process timeline noting that our current five-year proposed Capital Improvement Plan is approximately \$30 million. However, that does not include all of our facility needs over the next five years. They have moved \$750,000 from the Capital Improvement Plan for the FY25 budget with the hope that they will move forward with a bond. The first budget presentation to the School Committee was held on January 11th and typically occurs within the first two weeks of January. There will be additional opportunities for input and feedback for the School Committee and community during all regularly-scheduled School Committee meetings on February 13, March 5 and March 12, leading up to the budget vote on April 9th. The Finance Committee met earlier this evening with this meeting open to the public. Just to reiterate, changes to the budget can still be made until March 12th when the School Committee will adopt a final budget to present to the voters in each town. The purpose of tonight's meeting is to present the FY25 budget to our Town Councils, State elected officials, School Committee members and community members. Along with all budget documents on our website, you will also find our Frequently Asked Questions document (FAQ) and a Google form to submit questions you may have that are not noted on the FAQ document. Our educators and staff are our most significant investment as these are essential individuals who provide the instruction and support to ensure the overall needs of our students are met. Much of our operating budget is allocated to staff but, you will note, there have been slight reductions in staff each year. You will also see that the cuts to Healthcare made last year during the FY24 budget process proved to be too aggressive and, as a result, have impacted our FY25 budget. Gina then reviewed costs required by either Federal/State legislation/statutes that are needed for us to operate. We continue to ask our state legislatures to support us by asking that the State provide full funding for transportation. Our Senators and Representatives have been incredible partners in working with the legislators to ensure we continue to receive full funding for our Categorical Transportation along with other initiatives. Over the last three years the School Committee has approved a Resolution supporting this funding in the State budget and this have been forwarded to all Town Councils, State Representatives and regional districts to request that they pass a similar resolution of support. She then moved to a slide on revenue which showed the District's overall

money received from the State, Federal and local government across six fiscal years. There are additional charts on the RIDE Financial Website that can also show how Chariho compares to all districts across the State regarding finances, budget and spending. You will note that the red arrow shows that from 2016-2022 there has been a 4% decrease in revenue to the District from local taxes. She pointed out areas where there have been some questions about cost. It is also important to note that she has already made reductions totaling approximately \$1.2 million throughout the budget process. The cuts were necessary to bring the budget down to the preliminary 2.2% increase that is being presented to you this evening. The cuts included an overall reduction of certified staff in grades K, grade 4 and in the High School as well as reductions in non-certified positions. We also cut \$750,000 from the FY25 Capital Improvement Plan with the anticipation that we will move these projects to a bond. As a reminder, the District will need to go out to bond whether we build new elementary schools or decide just to maintain our aging elementary facilities. The Governor's office has stated that the State's FY25 budget should be made public tomorrow; therefore, we want to remind all of you that our budget remains preliminary. She then provided a review of budget items with increases which included the following: salaries and benefits per the newly-negotiated contracts for certified and non-certified staff; healthcare adjustments to the FY24 shortfall; curriculum, materials, tutoring and professional development are being placed back in the budget; building and grounds supplies adjustment to the shortfall in FY24; out-of-district transportation; DCYF tuitions which she was just notified have risen from \$75,000 to \$93,000 for each student (we currently have six); capital projects (CTC roof, CMS skylight, safety enhancements to doors, windows and cameras). ESSER funding, which stands for Elementary and Secondary Emergency Relief Fund, sunsets September 2024. She reviewed how the District utilized these funds. We continue to work diligently to find other funding sources by applying for grants. Our grants Development Officer Katie Kirakosian continues to work tirelessly with our administrators and staff to seek out these opportunities. In 2023 we have received a total of \$2,029,598 in grants and she reviewed the grants that were awarded to the District. We currently have an additional \$100,000 submitted and under review. Additional revenue, which includes State Aid, CTC tuitions and increased investment income with higher interest rates were discussed. Current enrollment shifts by town have resulted in Charlestown at 24.05% or -1.03%; Richmond at 37.68% or -0.84% and Hopkinton at 38.26% or +1.49%. The amount paid to the District by each town is determined by that town's share or percentage of enrolled students. This is detailed in the budget in Section 7. She noted there has been many questions regarding how much each town pays per pupil. She shared a chart that shows what each town pays prior to their allocation of State Aid – Charlestown is \$19,736 per student; Richmond is \$19,606 per student and Hopkinton is \$19,159 per student. After State Aid is applied, Charlestown pays \$17,792; Richmond pays \$14,389 and Hopkinton pays \$13,513. The fiscal impact on Member Towns with debt service after reallocation of the fund balance is +2.22% with the impact as follows: Hopkinton +3.76%; Richmond +1.35%; Charlestown +1.18%. Annual inflation for the New England region consumer price index (CPI) was between 3-5% in FY23 with levels as high as 8% in 2022. Gina then shared an inflation slide which included a table of % increase (+,-) for overall student enrollment, Chariho budget increase or decrease, and the Consumer Price Index (CPI) for New England as of November 2023. Enrollment has only shifted approximately 1.33% and even with the budget preliminarily set at 2.2% before the Governor's proposed budget is released and the School Committee takes additional actions, we have averaged 1.06% in comparison to an increase in inflation which has averaged 3%. In FY23, we were level-funded and saw a 0% increase while inflation was at 8%. So when the question arises as to why this slide is important, she wants to be clear that this helps to show how the District continues to operate as efficiently as possible. Even when inflation is high, we can show our taxpayers that our data supports that historically our budget is less than inflation. That is no easy task as each and every one of you know. FY23 Audit results are finalized and for the District to retain a preliminary 2.25% fund balance reserve, aligned to the School Committee Unassigned Fund Balance Policy, results in \$1,261,273 being available for general fund use in FY25. Per the Government Finance Officers Association (GFOA), Chariho's estimated fund balance for the District overall is recommended to be two months of expenditures (Chariho's current monthly average of expenditures is \$10-\$11 million). The recommendation from our auditors as discussed at the December 12, 2023 meeting is 5-7%, which is over \$3 million. She is proud of the District's

finance team. This year the School Committee selected a new auditor. The audit findings were presented at the December 12, 2023 School Committee meeting and the auditors stated that our elected officials and community can be very pleased that the information coming from our finance office is accurate and well done. They had no recommendations or concerns which they said was unheard of when they typically work with a new client. The Superintendent reviewed the five-year Capital Improvement Plan required by law. Over the last 20 years, the District made several attempts to address our aging elementary schools. She reviewed proposals offered by Superintendents John Pini and Barry Ricci that were offered in an effort to update our elementary schools. In 2005, Superintendent Ricci tried to put forth a project, with a completion date of 2008, that would have moved the District to having three elementary schools, one in each town, and return Hope Valley to Hopkinton. The projected cost was approximately \$100 million at a reimbursement rate of 56%. This plan was defeated by voters. However, the campus and CALA projects were both approved. For the past 24 years, the District directed annual capital expenditures to elementary school repairs and capital projects, but with Richmond and Hope Valley reaching 90 years old and our other two elementary schools at 70+ years old, the time is upon us to share with our community that the District must determine a path forward to address our aging elementary schools. Our school facilities are not at that point, nor would we ever want them to get to that point of failing, but they do need significant improvements that are part of the 5-year Capital Improvement Plan. We have the unique opportunity access a bond that would be approximately \$150 million but only cost our towns \$28 million for three new elementary schools as well as capital improvements on the main campus. We believe it is fiscally responsible to ensure our families are made aware of this opportunity to finally make an investment to modernize our elementary learning environments to ensure they meet the 21st century standards. The alternative will cost more at approximately \$30 million over the next 5 years which focuses on maintaining our aging elementary school facilities. So for just about the same amount of money we can get three new schools. To reiterate, regardless of the path forward that is selected by the voters, the taxpayers will be paying each year the same cost to fix aging facilities as they would for three new elementary schools. She also wanted to note that there has been confusion regarding the recommendation of the Hope Valley phase-out being part of the new construction plan. That is inaccurate and untrue. We were asked last year to present cuts that included phasing out Hope Valley Elementary School as the level-funded budget in FY23 caused financial hardships for the District and it was quite apparent that a potential second year of level-funding would only create a more dismal picture. When the Chariho budget passed last April in all three towns, we paused on the Hope Valley phase-out knowing that, based on the budget outlook for FY25, we would have a better sense of how fast the phase-out of Hope Valley would need to move. These decisions are not easy nor does anyone want to ever have to make these decisions. Our schools are second homes to many and there are emotional ties and memories attached to them. She also understands that often times when there is a decision that some do not agree with, there may be a tendency to look for someone to blame. With that being said, we have just over 3,000 students in Chariho and we are responsible for advocating for all of them. We know every parent is expected and should advocate for their own children; she would expect nothing less. As a Mom, she would do the same thing for her children. However, when planning this year's budget and reviewing the savings for a phase-out of Hope Valley, the decision was made that to be fiscally responsible, the phase-out had to be recommended to begin in FY25. It is important to note that in order to get our budget not to exceed a 2.2% overall increase and remember this is a preliminary budget until the Governor's budget is released, we would need to stop enrolling K students at Hope Valley School beginning FY25 as it is a savings of conservatively almost \$450,000. It is also important to note that large capital improvement projects for the elementary schools were also removed from the preliminary budget and moved into the potential bond request; this was a cut of approximately \$750,000. As we continue to work on the Stage II application, we were able to follow up with Hilltop Securities today to get some financial information that we believe is important to share. As this slide shows, the District is recommending Option 1 – with a yes vote – at a cost to the three towns of approximately \$28 million. Chariho will build three new elementary schools (one in each town) and complete main campus capital improvements with planning to begin in spring 2024. Option 2 – with a no vote – at a cost to the three towns of \$30 million over 5 years, Chariho will maintain our aging elementary

facilities and the main campus, which includes phasing out Hope Valley. That work is ongoing and will continue to grow. The impact to taxpayers if Option 1 is selected is based on the latest census information which notes there are 9,575 households in the three communities. The District is focusing on receiving bonuses to achieve up to 81% reimbursement but not less than 76% reimbursement. The School Committee requested that language be included in the bond that the District would not move forward unless we are guaranteed a minimum of 76% reimbursement. The average net debt service at 81% reimbursement is \$1.9 million per year or \$196 per year (\$16 per month) per household. On a per-person basis, it comes out to \$6.36 a month. Just to be clear, this is a conservative number and will likely be lower. If we factor in the debt that is ending in 2027 and 2031, the annual impact is even lower as we will no longer need to pay for the CALA and Campus 2010 bonds; they will be paid off. The most significant point to reiterate to our families, voters and taxpayers regarding the Capital Improvement Bond will be that regardless of the selected plan, taxpayers will be paying the same amount of money whether we construct three new elementary schools in each town or if we continue to maintain the current facilities which would no longer include Hope Valley School after the phase out. We have the opportunity to create facilities to sustain a successful school district for the next 75+ years and to ensure the sustainability and success of the school district and the member towns. Last night, during the Richmond Town Council meeting, they were reminded that the definition of insanity is doing the same thing over and over again and expecting a different result. Our goal is to ensure that we don't just keep doing the same thing over and over again. That would be to continue to band-aid our elementary facilities like we have been doing and truly that is not fiscally responsible. We have a responsibility to ensure our families are well-informed on the needs of the schools, they get the accurate information and our requirement by law to maintain them. If we all were to watch the clip of the Rhode Island Education Commissioner discussing the potential 'Fiscal Cliff', she specifically notes it is due to the State losing 7,000 students and loss of ESSER funds. We have worked diligently to ensure we do not hit that cliff which is why we have presented a budget without ESSER as well as phasing out Hope Valley School to account for declining enrollment. Please note that the District and School Committee continue to promote budget transparency and we now have a Budget Subcommittee that started in 2023. Those Subcommittee meetings are open to the public and they will continue to meet to discuss the current FY24 budget as well as budget projections for FY25. If you subscribe to the budget page, you can receive updates and notifications as revisions and information is added. At the beginning of the presentation, she highlighted many of the District's successes so we could celebrate some of the important returns on investments. She shared a brief clip that shows highlights of what the District does every day so that everyone can see it in action. After the clip finished, she thanked all who came out this evening to join in the discussing the future of education in Chariho.

Chair Giusti asked those at the table if they had any questions or comments to please raise your hand. Sylvia Thompson questioned the 2-4% that is required for the District to retain in its fund balance. If you look into past audits, can you tell her if the District has ever accessed all that money? She remembers when there was an emergency at Hope Valley School and the bricks needed repointing, the cost was over a million dollars. The money was not budgeted; it came from the fund balance. Her suggestion is that the amount that is being kept is not necessary. She feels the District should just keep 1%. Things are different in Chariho. The towns get all their money from taxes and taxes don't all come in to them in July so they need to carry three months' worth in their fund balance. Please look to see if you need this surplus. If not, please return it to the towns. Scott Bill Hirst stated that he is a little disappointed in Chariho Administration and the School Committee. He has wanted a management study done and he sees there is no interest with the School Committee to move on this. The Town of Hopkinton is conservative and at least 79% of their money goes to Chariho. Hopkinton needs to stay within the 4% cap. Family budgets are impacted. He wanted to know what the District was doing about the 83% of fixed costs. How many members of the School Committee would entertain an outside management study? Any savings could be applied to students. He feels it will be a tough sell for the building proposal. Chariho has to understand the needs that the town government has to fill. You could have done a management study. You need to take into consideration the problems the towns have. There needs to be some sensitivity from the School Committee. Michael Colasante wanted to mention,

before everyone talks of cuts, they have to look where our experts are telling us to look. The RIPEC report just came out. He doesn't see people using this. Trust the experts; they have not been proven wrong. The Commissioner said we have to tighten our belts. Maybe she is wrong. We don't live in a bubble here as far as inflation goes. We are not immune to what is going on outside of Chariho. The State budget ballooned and our Superintendent stated that everything is fine here. If we don't plan ahead, we are going to hit the skids. Please everyone, don't think we are in a bubble. Don't ignore all the information we have at our fingertips. Everything is a moving target. It doesn't look good. He asked the Senators and Representatives to please tell him if he is wrong. Representative Cotter thanked the Superintendent and all for putting together the budget. She doesn't know a superintendent who works as hard as Gina does. She came to the State House to talk on a bill – she was the only one who came. We don't thank her enough for her hard work. Funding for our schools will always be a challenge. She submitted a bill for full Categorical Transportation Aid. This is always a challenge. The State is encouraging other districts to regionalize. She appreciates the transparency. Deb Carney noted that less than 50% of Charlestown's budget goes to Chariho. She referenced slide 20 - \$30 million for capital improvements. Does this include the 61% reimbursement to which Ned explained that the 61% would be accrued over the life of this. Deb asked that he please explain it. How would it equate to the taxpayers? Ned noted that it would be about \$2 million per year for the taxpayers. RIDE requires that we resubmit a plan every five years. Rep. Cotter felt that preparing for the future was just as important. Gina added that ultimately it will cost more to maintain what we have. Our responsibility is to offer options to our taxpayers. We are being conservative; she feels the cost to build will come in even lower. Representative Cotter asked if there are any estimates on the impact of heating/lighting, etc. by going new? Ned replied that the District is waiting to hear from its architect, SLAM, to gather this information. Brian Rosso commented that a \$28 million bond over a 20-25 year window might be more advantageous to go with 20. Gina noted that they are also discussing phasing to which Brian stated that no one can predict the rates or the annual impact. Ned felt that a conservative amount is \$2.3 million to which Gina noted that is regardless of which option is chosen. Brian asked if they go with Option 2 that would be a 5-6 year bond. Gina responded 'yes' but they would then need to go out again. Brian wondered if they had considered a 'band' option to which Ned explained that they would have interest only for the first three years so the initial cost could be lower than \$2 million. The long-term obligation is about \$2.3 million. Gina added that their goal is to look at all the options. The new construction should have a minimal impact on the community as there are two bonds that will be sunsetting. Brian commented that he understands the challenge of budgets but the elephant in the room is that Hopkinton is looking at an increase of \$809,000 with a decrease in state aid. At the end of the day, they have to get a budget out to taxpayers that is palatable. We are all seeing costs go up. If there is room to move the budget, it is much needed by Hopkinton. Chair Giusti replied that this has been recognized by the School Committee. They have already asked the Superintendent to look at more cuts and that was requested by a Charlestown School Committee member. Sharon Davis stated that a pet peeve of hers is the awarding of trophies. You can cut this line item by \$285,000 and hand out certificates. Chair Giusti noted that she appreciates the time Sharon puts into this budget and the work she does. Rep. Tina Spears echoed Rep. Cotter. She thanked Gina for her hard work. It looks like they have sharpened pencils reviewing this budget and they will advocate for the District. Aren't all school districts looking at increases this year? Gina responded that Superintendents are advocating for bills that will provide relief. For example, a more efficient way to transport students. If our District was to provide out-of-district transportation ourselves, we would save money but the State then penalizes us. The State needs to find a more efficient way to transport them. Rep. Spears asked about the contract for teachers to which Gina noted that the contract is settled. Top-step (only) certified staff will received 1.75%; 2.25% and 2.5%. Rep. Spears stated that the only way to reduce funding is to reduce people and she is not advocating for any cuts to staff. We have a great school District. They are battling other towns but are advocating for Chariho. Mark Trimmer asked who the District purchases it's electricity from. Ned responded there are three pieces; we purchase from Kearsarge and on the open market to which Mark asked not just National Grid. Ned replied that is correct. Mark commented that kills one idea. He works in private industry and he pays half of his health insurance. What is the current percent that teachers pay? Ned explained that the District has a high deductible

health plan (\$2000 individual/\$4000 family) and they also pay more when the rate goes up. They are not paying anywhere near 50%. Mark stated that teachers used to be grossly underpaid but are now paid better. His health insurance deductible is \$7,500. He stated they should see if the teachers will pay 25% or 30% of healthcare. Rep. Spears noted they just had a conversation with teachers. Their retirement package is grossly under budget. They will only get 40% of their retirement. She would suggest the District stay away from this. She is working to get high quality healthcare for all of Rhode Island teachers. Try not to look at this as a way to cut. Michael Colasante stated that he appreciates that the Representatives are here. The areas of spending with the most increases are education, health care and housing. We have declining enrollment across the State. There are policies State legislators have control over. The big one is mandates. It starts with you. Step to the plate and submit the bill. He can't do it. There are over \$10 million in mandates for Chariho and 40% of them are frivolous. The only people that can do it are the Representatives. Not one person submitted a bill to which Rep. Spears disagreed. Mike continued. When he went to school, they didn't have these mandates. He quoted Barry Ricci's comments from a newspaper "it is not about flashy buildings or state-of-the-art. If he could get one kid excited about coming to school, that would be it." Chair Giusti commented that the State Representatives understand where we are coming from. She did see a bill they tried to get through. Senator Morgan has been around the longest and Chair Giusti stated that she doesn't think she has seen anything come from her. Get Senator Morgan on board. Rich Nassaney stated that when APRA money came in, they had to have a plan – a timeframe. How far a timeline do you have to finish the buildings? Gina responded that once they receive approval from RIDE, they have 5 years. Based on current legislation, the bonuses were to end last year but the timeline for the bonuses was extended until February of this year. She has heard that legislators are looking to extend the timeline for completion (not the bonus money). Rich noted the District could hit stumbling blocks along the way. Gina replied that there is legislation that will be presented to extend the time frame. Kathryn Colasante stated that Mr. Nassaney made an excellent point. When Mario Carreno came to the School Committee meeting, he informed them that the District had to complete its project by June 30, 2029 if we wanted to get the bonus. Gina commented that the Stage II application requires a schedule. Sharon Davis stated that she wants an amendment to the bond that states the towns will each pay 1/3 the cost; Michael Geary seconded that. Stephen Stokes commented that there is no way the School Committee will ask for that. He would ask the School Committee to remove the amendment to require each town's approval as this does not adhere to the Chariho Act which states a majority vote across the District. They have to have a larger discussion on this. Chariho is an anomaly. We operate as a District. There are ways the towns could cooperate and save taxes for their towns. He personally does not have an issue with sharing the bond three ways (1/3, 1/3, 1/3) but again if they went with that, they should vote as a District and not by individual town. Deb Carney disagreed. They should adhere to the Chariho Act which states that towns' pay per enrollment. Over the years Charlestown has made multiple concessions. They agreed to fund 1/3, 1/3, 1/3 of the campus renovation project which is costing their taxpayers 9% more. The CALA bond had a 'hold harmless clause' which results in no town paying more than 1/3 the cost. Who is making up the additional 5% to cover CALA? Charlestown is. Charlestown is paying more than they should under the Chariho Act. Enrollment right now is Ashaway – 197; Richmond – 372; Hopkinton – 185 and Charlestown – 253. The building proposal has the new Hopkinton Elementary School's capacity at 420; Charlestown would hold 430 and Richmond 460. Charlestown only has 253 students so students will be bussed from possibly the other two districts to Charlestown. Let's be clear, the only reason they will be the same size is because students will be bussed. If not, Charlestown School would be built smaller. For 20 years or so, Charlestown has paid 100% of the cost for the SRO at the Middle School and we currently pay 24% for the Richmond officer at the High School. Hopkinton and Richmond decided, prior to last winter, that they would no longer plow their elementary schools. Charlestown still plows their elementary school's parking lot and is paying to plow the lots at Richmond, Hope Valley and Ashaway Schools. Charlestown has paid more over the years than what it was required to. She will personally oppose anything that costs Charlestown more. They have paid maintenance costs for two buildings in Hopkinton. Stephen Stokes noted that he is not in favor of changing the Chariho Act but would consider the equal split of the bond. Deb Carney calculated that Charlestown's share is 9% more (24% vs 33%). At 24% the cost is

approximately \$550,000; at 33% the cost would be approximately \$750,000. Hopkinton has approved big plans for Bushy Brook – that is coming down the pike. Charlestown has no big building plans approved. That will be a lot more students for Hopkinton. Sylvia Thompson thanked Charlestown and Deb for going out of its way to help. She also doesn't believe that Charlestown charged the Chariho District for any Building Permits to which Deb agreed they haven't. Sylvia stated that, for Option 2, it should be indicated that it won't cost \$30 million – it will be 61% less. When it comes to the way we pay, Charlestown has fewer students so they pay less to the District but they also get less state aid so they are paying more per student once state aid is figured in. While they pay more per student, their taxpayers are paying less. Charlestown's tax rate for the school is \$2.70, Richmond's is \$11.808 and Hopkinton is \$11.58. The concern is this is unsustainable. Bushy Brook could result in a large influx of students and this could affect the schools and Hopkinton's budget. How will the School Committee be able to cut the budget when a town can't go over 4%. The way it is funded in the Chariho Act is unsustainable. As far as renovation of the elementary schools, she would like the School Committee and Finance Committee to look into temporary borrowing of funds and pay back the following year when housing aid is received. If they need to, they can put the money in capital. If they temporarily borrow instead of asking taxpayers to fund, you know you will get 61% back for housing aid reimbursement. Only tax the 39%. Chair Giusti turned it over to any public who wanted to speak. Kedrick Swain from Hopkinton was doing napkin math over who is going to pay for what. He noticed a half million dollars for athletics and not much allocated for the arts. Take money from athletics and divide it for all students. He had a question about Option 1. Will RIDE require inspection of the new schools every five years to which Gina responded 'yes' because that is law. Kedrick felt there could be additional expenses with the new build. Gina replied there are warranties. Kedrick then asked if they did the building in phases, is there enough room to house all the students while building is ongoing. Gina replied "yes". Polly Hopkins asked if the \$28 million based on an 81% return – haven't they been told that 81% is not achievable? Gina responded "no, they haven't been told they could not achieve 81%. The Committee has noted that the minimum they want to achieve is 76%." Polly stated if they don't get 81%, we will pay more than \$30 million to which Gina noted that the \$30 million is a conservative number. Tyler Champlin asked that he be walked through the numbers – get him to \$28 million. Ned reviewed Option 1. If they go out to bond for \$150 million, the local share will be 19% based on the feedback we have been given that we should be eligible for 81% with the bonuses. They feel 81% could be achievable on three-quarters of the project and we are still working with SLAM on the other quarter. Tyler stated that he comes up with \$32.5 million. Option 2 – is the 61% already factored in or are they getting 61% back after they spend the \$30 million? If we get the 61% back, the total to the taxpayers is \$11.5 million. Ned noted the problem with Option 2 is that \$30 million bond is for five years. The District will need to go back out to bond for at least the same amount for five years and then again in another five years. These are old buildings so over the next 15 years, the bonds will be in excess of \$30 million after receipt of the 61% housing aid reimbursement and that is using today's cost for renovations. He doesn't want anyone to be surprised when, in five years, they need to renew the bond again. The new building plan along with the school campus rehab plan should be good for twenty years. Tyler questioned what happens if nothing happens to which Ned explained that we have \$7 million in projects we expect in capital. We will have the ability to do this and get 61% back. For example, the CTC Roof at \$2 million plus we will get 61% back but we have to have the \$2 million up front. We will start to get reimbursement money but pay-as-you-go will just cover emergencies. Gina added that if they use Hope Valley School as swing space, this is reimbursable for new building projects so any needs Hope Valley has, we will get reimbursed for (whatever is approved). Jessica Swain from Hopkinton stated she doesn't understand how this is expected to work – building three new schools in five years. Are you building them on the current school grounds? Hope Valley will be phased out – which is the school you will do first. Gina replied that the architects will provide a recommendation. Because Ashaway is the smallest school, they could move them to Hope Valley. Jessica Swain advised all that no kids can be in Ashaway when they take down the old building to which Gina explained that there won't be any kids there when the old school comes does as the Town is planning to do that this summer. Hope Valley has the largest level of need but it can still be used. Jessica Swain noted her confusion. How many schools will be built at the

same time? Gina replied that they are only planning on one at a time to which Jessica stated her confusion lies in the fact that the District is planning on building three new schools in five years. Gina stated they asked SLAM to provide a schematic that can be easily built in Stage III. This is when the plan would be selected. A lot of the questions people have deal with Stage III. Jessica Swain commented that she still has a lot of questions that need to be answered to which Gina reminded all that is why they put the Google document on the FAQ page. This is the place where you can ask your questions. The District received maps today so they will review them. Chair Giusti told all that if they have any questions, you can also email them to the Superintendent. Ned spoke on the comments pertaining to hazardous materials and informed all that test borings are part of the process and put into the plan. Bob Burns from Hopkinton questioned the 1904 building to which Gina informed all that she was told the 1904 building was being handled by the Town because they have a grant. Brian Rosso explained that the Town got a fully funded grant for a half million dollars to take down the old building. It has nothing to do with the other building. It is coming down this summer when school is out. Michael Colasante felt Option 3 was an excellent option. The Town Councils will put this out there to give taxpayers an idea of what the school plans are. Jessica Purcell stated that the Budget Subcommittee spoke with Legislators based on the discussion from the last Omnibus Meeting regarding Categorical Transportation Aid and legislation on high quality curriculum mandates. There are not unfunded. We get about \$16 million from the State. The one thing is the recurring DCYF tuition rate and out-of-district transportation that continue to rise daily. If someone could provide insight as to how and why these numbers have gone up so much. Rep. Spears replied that she did follow-up with DCYF and the cost to sending Districts/towns. A District/town has the responsibility to educate their students. She is not sure if they can change the actual formula. Gina noted that there is a lawsuit because DCYF wants this high tuition rate even if a student doesn't have an IEP. We are withholding funds and only paying what we feel is the right amount. The tuition rate per DCYF student went from \$50,000 to \$75,000 and jumped again to \$93,000. This is per student. There are multipliers in their formula that no one can say what they are. We now have six tuitions or about \$600,000 and not all students have an IEP. Rep. Spears stated she will continue to follow this. She supports that all students have what they need but a District/town should not have to pay the higher cost if the student does not have an IEP. Sen. Gu felt building three schools over five years was a tight timeline. It seems arbitrary so they can try to work on that. Polly offered food for thought. Closing Hope Valley and disbursing kids will put an increase on class sizes. Do you think maximizing class size will help recoup the learning loss? You are considering disbursing kids between Ashaway and Richmond. Richmond will already be at the school's capacity and then you have Bushy Brook coming in. Look at Garden City Elementary School. They have had a hard time getting materials and their cost overrun is between 30-40%. Think of our kids and the need to catch up to which Gina replied they always think of the kids. All of our elementary schools are above pre-pandemic testing results which she mentioned earlier. We are not looking to maximize class size. Kindergarten will be at 19. She agrees there are only so many places they can go. Deeper cuts mean staff which results in larger classes. No one class at the elementary level is higher than 21. Look at the enrollment page in the budget. If we keep Hope Valley, we have to find an additional \$500,000 which means we will cut teachers in Richmond and the High School. There are no easy decisions here. Her recommendation is a phase-out of Hope Valley. She cannot predict what the final budget will look like. Kathryn Colasante had a clarifying question for Ned. When the School Committee was first presented the idea of incentivizing obviously it seemed sensible for an 81% reimbursement for new schools than to renovate at \$30 million. Can they temporarily borrow funds and pay this back if we get 61% reimbursed? Ned noted there is a 61% reimbursement for repairs/renovations. The reason they are going forward with three new schools is because they only have so much time. They do not have the time or money to explore both options to which Kathryn stated the taxpayers would only spend 39% of the cost for repairs. Ned reiterated what had already been discussed. You take out a bond for \$30 million which ends up costing the taxpayers \$11.5 million but in five years you will have to go back out to bond for more money. This cycle will continue every five years as the buildings are old so it will end up costing \$30 million. Kathryn felt this was misleading to say \$30 million instead of \$11.5 million. She looked at the facility assessment and asked someone at Ashaway School about repairs and they said Ashaway was fine. She has questions about the

facility assessment. Gina reminded all that this week she had to close school because there were six flooded classrooms at Richmond. This is not going away. An opportunity exists to get new schools if that is what people want. If not, they won't get new buildings. Vestibules have to have double entry doors. We have no alarms on our doors. There is only so much we can provide. In the words of Michael Colasante, sometimes we just have to trust the experts. Kathryn stated the other caveat are risks associated with cost overruns. It has happened in many towns. There are risks; inflation, supply and labor shortages, a five year cap. Chair Giusti noted they are starting to lose people. If you have a new comment and you are not going to just reiterate something that has already been said, she will allow the conversation to proceed. Sylvia Thompson thanked past and present teachers for what they do and what they have done. She graduated in 1972. Her teachers mentored her and she has had a good, successful life. She wants them to know that students do appreciate what they do. Ned was asked to provide an overview of transportation costs. Ned explained that transportation is a large cost for the District. Special education (out-of-district) and private school bussing are part of a State mandate. The State requires us use their service. Their cost to run this is more expensive than what it would cost us to do it ourselves but if we do it ourselves, the State withholds funding. So it won't work for us to do it ourselves as the revenue is more than what we pay. Bob Burns commented that the District employees have a job to do and he does not want to try to understand all of these numbers. He sees where the District is going with three new elementary schools but personally he does not support it but again stated that he sees where the District is going and why. He suggested a second Omnibus meeting and asked the District, in an effort for more transparency, to list the \$11.5 million and explain that this is for five years at which time another bond will be needed for \$11.5 million and another 5 years. If you put that out there, the public would better understand that it will cost more to repair/renovate. Rep. Cotter reminded all that inflation will be there regardless. She noted that in 2017, she had a massive house fire (on February 3). They were back in their home eight months later on October 10th. Their home is 2200 sq. ft. and their heating bill was cut in half because of all the new energy savings. She believes they must think about the future; the cost to repair plus inflation. Michael Colasante noted that his job is to try to keep the tax rate stable in Richmond. He asked Ned to review the original amounts of the current bonds. Ned replied that there was one for \$10 million; one for just under \$5 million and one was refunded so he would have to see what the original amount was. Michael asked, going by the best rate, what would the payment be for this bond. Ned explained that it would depend on the duration but conservatively speaking, getting 81% back, the cost would be \$1.8 to \$1.9 million. Michael stated that if they go with Option 3, they would not see the \$815,000 go up. Ned reminded all that you have a roughly deferred maintenance cost of \$2 million. If you pay as you go (Option 3), you don't have a long-term plan. The way bonds work is it is interest only initially then it climbs up to \$2 million or so over 3-4 years. It actually ramps up over time. To get into that level of detail is too confusing. Gina again noted that regardless of the option chosen, you are still looking at \$2 million a year and if you don't go with Option 1, it will only be prioritized projects that get done. Sharon Davis stated that taxes in Hopkinton would go up \$263 if they do the bond to which Gina clarified that it would be \$196 per year or \$16 per month for the bond. Deb Carney made a motion to adjourn, which was seconded by Karen Reynolds. Tyler questioned who would vote to adjourn and it was explained that it would need to be the School Committee. All were reminded that the School Committee's policy requires a vote to go past 10:00 PM. Stephen Stokes noted that detailed discussion is needed about the bond so all towns are educated. Could they please have another one of these meetings? Chair Giusti replied that the District Annual Public Budget Meeting is coming up and the Superintendent is holding meetings in all three towns in an effort to educate people. All questions asked can be found on the FAQ page on the Charho website. There is even a Google form you can complete if there is a question that is not answered on the site.

III. Adjourn

Polly Hopkins made a motion, seconded by Craig Louzon and it was VOTED: To adjourn at 9:48 PM. In favor: Unanimous.

Donna J. Sieczkiewicz, Clerk

Chariho School Committee Special Meeting
Regular Session Minutes – January 23, 2024

Committee Members Attendance: Chair Catherine Giusti, Vice Chair Karen Reynolds, Donna Chambers, Tyler Champlin, Kathryn Colasante, Polly Hopkins, Craig Louzon, Linda Lyall, Andrew McQuaide, Patricia Pouliot and Jessica Purcell. Absent: Larry Phelps.

Administrators and Others Attendance: Superintendent Gina Picard, Assistant Superintendent Michael Comella, Director of Administration and Finance Ned Draper, Systems Administrator Eric O'Brien, Charlestown Town Council President Deb Carney, Richmond Town Councilor Helen Sheehan, Hopkinton Town Councilors Sharon Davis and Steve Moffitt, Charlestown Town Clerk Amy Rose Weinreich, Richmond Town Clerk Erin Liese, Hopkinton Town Clerk Marita Murray, Attorney for the School Committee Jon Anderson and School Committee Clerk Donna Sieczkiewicz. Bond Counsel Karen Grande was in attendance via Zoom.

I. Meeting Call to Order/Pledge of Allegiance/Silent Meditation

Chair Catherine Giusti called the meeting of the Chariho School Committee, held in the Chariho High School Library, to order at 5:30 PM. She asked all to please stand for the Pledge of Allegiance and a moment of silence.

II. Approval of School Construction/Capital Improvement Bond Language (Revised)

Superintendent Picard stated that the document was revised to note a change in the date to May 7, 2024 as requested by the three Town Clerks. All three Town Clerks are in attendance and will explain their rationale for the request. She recommended approval of the bond language that will authorize the Chariho Regional School District to finance the construction, furnishing and equipping of three elementary schools (one in each town) and improvements at the Switch Road Campus including, but not limited to, costs of demolition, design, health and safety projects, playgrounds, landscaping, paving and all expenses incidental thereto by the issuance of not more than \$150,000,000 bonds and/or noted and approval of the date change for the bond vote. Craig made a motion, which was seconded by Andrew, to approve the Superintendent's recommendation. The three Town Clerks came to the podium. Amy explained that they sent communication last week with concerns regarding the Bond vote scheduled for April 9th. A Bond Referendum that is authorized by the General Assembly is presented to the voters as prescribed in Title 17 of the Rhode Island General Laws. The Chariho District Financial Referendum for FY 25 is presented to the voters as prescribed by the Chariho Act. These governing documents specify different criteria for the time and manner of the Bond Referendum and Budget Referendum. Per Title 17, the Bond Referendum must include the provision for mail ballots and early voting twenty days prior to the Referendum Day. These provisions are not detailed in the Chariho Act. Voters requesting a mail ballot for the Bond Referendum may not have the opportunity to request a mail ballot for the Budget Referendum and voters will have an opportunity to utilize early voting for the Bond Referendum but not for the Budget Referendum even though both of these votes are scheduled for the same day. The scheduling of the Bond Referendum on April 9, 2024 may create additional confusion for those voters wishing to utilize early voting. They are asking for the Bond Referendum date to be changed from April 9, 2024 to May 7, 2024 but if the Board of Elections ask for a different date, they would be fine with this. Erin noted another conflict is the Presidential Primary Day which allows early voting from March 13 to April 1, 2024. The early voting period for the Chariho Bond Referendum would be from March 20 to April 8, 2024. From March 20 to April 1, 2024, these two early voting periods will overlap, presenting voters with potential confusion and frustration, as this may require the three towns to specify different polling locations for each early voting ballot to prevent mishaps in the distribution of ballots in the tallying of votes. Of one more concern is that Title 17 requires polling locations to be open from 7:00 AM to 8:00 PM but the Chariho Act requires they be open from 8:00 AM to 8:00 PM. The difference in the opening of polling places for each question may create frustration for those voters who would prefer to vote early in the morning or on their way to or from work.

They cannot combine the two votes on one ballot for the simple reason that the Bond Language as proposed requires passage by the majority of votes in each of the three towns while the Chariho Act requires passage of the Annual Budget by a majority of votes cast in the District. Andrew thanked the Town Clerks for everything they shared. It was well articulated. He is fine with the request so long as the change in date does not disrupt the timeline. Linda thanked the Clerks for pointing out these issues. The Superintendent introduced Bond Counsel Karen Grande who was attending via Zoom. She asked Karen to please explain how the Bond Language has been worded. Karen explained that under the General Laws School Housing regulation, the amount Chariho expects to get is 61%. When Governor Raimondo was Governor, a \$250 million bond was issued and subsequently a second \$250 million bond came out. Bonus points are not awarded until the project is complete. Bond Counsel will have no idea what rate you will get until the project is completed. You cannot put in your Bond Language the stipulation that the District receives a minimum 76% reimbursement so they have done something a little different. They have put in the 61% and also put in that you may and probably will get up to or more than 76%. RIDE cannot and will not issue a letter stating what you will get until the project is done. Andrew noted that what Atty. Grande shared is very clear to him. They cannot ensure the technicality of Bond language knowing there is some subjectivity to what the Board of Regents will give for bonus points. At what point in the process does the Board of Regents let the District know what the bonus points will be? Gina replied that in the Stage II application, they put in what they believe the District's plan would encompass. You are eligible for 81% but the actual approval is upon project completion. Andrew stated that it is his understanding that at a point prior to completion, the Board of Regents will say if you, Chariho, continues down this path, you will be eligible for X amount of bonus points. Ned responded that this does go back to the Board of Regents. They are the ones who give approval. They will agree with what the project will get but we have to sign-off and prove that the bonuses we set out to achieve we have done. Andrew noted that his intent was to ensure that they had an exit ramp if the Board of Regents found that what we were expecting to get is less. How can we be sure we retain an exit ramp if the Board of Regents comes back and says the project only qualifies for 71% and we put the brakes on? Pat questioned from the time they put the shovels in the ground in December 2024 until completion in December 2029, that is when the bonds get paid out. Then it's two years after that if there are any additional bonuses to which Gina responded not necessarily. The bond could be done in stages. It is very unlikely we will go out for the entire \$150,000,000. We could go out for \$50,000,000 and then go out for another \$50,000,000. The bond gets reimbursed upon completion of the project. We expend our dollars now and then get reimbursed. Pat wanted to make sure this was clear. Kathryn asked Attorney Grande when did she finish writing up this alternate language. Karen responded she did it on the 22nd. Kathryn then asked when did she send it to administration to which Karen replied early evening. Kathryn stated that she checked her School Committee email late this morning and she didn't have it yet. She really doesn't like getting something this important last minute. That's a problem for her. She thinks that like, what Andrew said, the whole selling point for this bond is the reimbursement rate and we have been hearing all along that it's pretty much guaranteed. And now when it comes to writing something that is in black and white and has to get approved by the General Assembly, all of a sudden it's not so sure and again getting this so last minute. Gina replied that she just wants it to be clear, the team was at Charlestown Town Council until midnight and she was not on her email because she was presenting until almost 11:00 PM. Karen (Grande) sent it to her, because we are not trying to be nefarious in any way, at 6:21 PM and we were all at the Charlestown Town Council Meeting. Then this morning she asked Karen (Grande) to provide her with a blurb so she could explain the language. Is that correct Karen to which Karen replied 'yes'. Gina continued. The email went out at 11:30 AM because she is also at schools so she doesn't sit by her email. Kathryn started to speak and Gina asked her to let her finish please. So now, she does have to say, she asked Karen (Grande) to be here tonight because she understood when you asked for the motion, if the language did not exactly mirror the motion, there would be questions. That is why Karen (Grande) is here because, for some reason, there are some individuals who do not trust her and Ned when they provide this information. She asked Karen the following "Please share with her, and she wrote this up, a brief description about how she had to write the reimbursement language. The School Committee

member that put the motion on the floor has asked her for updates so before she sends this out to the entire Committee, she wants to be clear on how to communicate the changes. Your assistance is greatly appreciated. Thank you." That was at 11:30 this morning and Karen (Grande) responded to her right around noon time at which time she was at a lovely observation at Richmond Elementary School and they did a great job in second grade. She returned back at 2:15 PM. At that time, she followed up and she sent everybody the email that you received this evening. It is the same motion that you made. Karen (Grande) is explaining how to legally write it. Just to be clear, the only change in this legislation, based on your votes, was the date that the Town Clerks requested to change. You are here tonight because of the Town Clerks, not because of this language. Kathryn commented that she would like to follow-up on that. She made no accusation nor did she intend to make an accusation of any nefarious motives. She is saying that something that is so consequential, she doesn't like getting it last minute. She did check her email this morning to reiterate and now it is something different. It does not give her enough time, she feels, to really think this through. She doesn't like that element of surprise and again she is making no accusations. Craig asked Ned, to ease confusion, it was implied that when a facility is done, the State will review it and they will say we will get a certain amount. Why would they not monitor the progress? Ned and Gina both explained that they will come in and check at certain points. Craig commented that we are hoping for something and need a guarantee to which Karen added what type of guarantee can they get from the State when we present a plan that we are trying to get our communities behind. Gina replied that based on the decommissioning of Hope Valley, the District will get the base of 61% and 5 bonus points for newer and fewer and another 5% for replacement. Additional bonus money would be 5% for health and safety and 5% for educational enhancements. She cannot believe that the District won't get a minimum of 76%. If communities choose not to go forth, they still have to submit a plan. The language for the bond will be the same regardless of going with new or renovations. Tyler echoed Craig. The idea behind this was they hoped to proceed by including the language of a minimum of 76% to protect our towns. Gina asked Karen (Grande) if there was any way to add language that says if we don't get 76%, we don't move forward. Karen responded that, for whatever reason, RIDE will not commit to the bonus points up front. There is at least a 95% chance you will get at least 76%. Chances you won't get the aid are pretty remote but RIDE will not guarantee this. Jessica asked, while RIDE has to approve Stage II, do they approve Stage III as well? Gina replied that they approve Stage III so the District can meet all timelines. Stage III is when you hire an architect. There is approval granted every step of the way to which Jessica noted so they have benchmarks along the way. Gina added that they can write into their RFPs (Requests for Proposals) that we need to qualify for the bonuses. Jessica asked if there is any way RIDE can say we met the benchmark but we ran out of money. Gina responded "no". Jessica questioned page 6 – Timelines. Will that cover us if the deadline is extended? Karen (Grande) answered that it is possible that the General Assembly may extend deadlines but if they don't, this would extend the deadlines for Chariho. Jessica asked if they could take legal action if RIDE says they didn't meet the deadlines to which Gina replied that she does not know of anyone who has had an issue. Newport had an issue because their enrollment dropped. Andrew noted that in viewing the Bond language, Karen Grande's obligation to the District is to present Bond language that is accurate and legal. The language they wanted cannot be in the Bond. Is he ready to torpedo the bond before it gets to the voters? No he is not. This Committee has to monitor the projects as we go along so we have exit ramps in May or June. He is OK with going forward even if the Board of Regents won't give them a guarantee of eligibility. He would have preferred assurances but they, as a School Committee, have to monitor and put on the brakes if the Board of Regents does not find them eligible. He will vote on the Bond Language as amended. Polly stated let's see what those figures look like if they only get 61% on \$150,000,000; that would be \$58.5 million which is a whole lot different than \$28 million or rather \$32.5 million that they discussed at Omnibus. Gina stated that she does not know what Polly is talking about. Polly stated that the taxpayers should know the best case scenario plus the worst case scenario. Polly commented that there was a question posed to her – are you trying to achieve a 5% return by combining Ashaway and Hope Valley Schools into one. Let me just ask it because she is doing the work of "the people". You just said that we can get newer and fewer 5% bonus if we combine Hope Valley and Ashaway. Gina

replied that is incorrect. She never said that we were combining Ashaway and Hope Valley. Polly responded well decommissioning Hope Valley and it would be newer and fewer to combine those schools together. Gina again reiterated that she NEVER said that. It has never been proposed that is the reason Hope Valley is being decommissioned. She explained to everybody the language that was approved – one school per town. We are a regional school district and students do not automatically go to Hope Valley or Ashaway so she just wants to be clear. If you are going to say what she said, please make sure it is correct. Polly answered that she just wanted to clarify that for a question. Now, was there language in there for, she did not see, that we had voted on last time or that we had amended that this be passed in all towns and we had discussed that? Is that in this paperwork? Gina noted that it is in there. Polly continued. She also wanted to discuss the 1/3 equally disbursed between all towns. Chair Giusti stated that this was not relevant to the agenda item. Andrew noted that he agrees they have to share all scenarios to our constituents. He would also add that they need to be up front in the likelihood of those scenarios and he has been critical of RIDE, many of us have been. There is also the experience of whether or not this has actually occurred where RIDE commits to X% then upon completion awards Y%. His experience is that he personally does not know of any in which a community has gone through this process, a relatively rigorous process that RIDE puts you through, and then gets out on the other side and, short of something the School Committee themselves chose to do in altering the project significantly, he is not aware of a circumstance where that has occurred. So for him, the likelihood of that happening is relatively low. As he is weighing this out in terms of a cost benefit analysis, from his lens, he is not particularly interested in torpedoing this bond before it gets a chance to go to voters. As he has shared, they have a responsibility to be able to also speak to not just the variety of scenarios that can occur but the likelihood of those occurring. To be quite honest, those who already oppose the bond will leverage this to the most maximum possible extent that they can. He can't change that nor does he have any interest in putting his energy towards that. So again he is in favor of this Bond Language because it is legally and technically correct which is what their obligation is so they can ensure that they are staying committed to their voters and their constituents to the 76%. For him, he has a pathway where he can stay true to his constituents while moving this process forward. Pat stated that she understands what Andrew is saying and in the past there hasn't been an issue but we have never been through such difficult economic times as we are facing right now. On the news now they are talking about the possibility that the State of Rhode Island may have to replace the Washington Bridge. The State's going to be in trouble and she is sure it is going to trickle down to everybody's pocketbook. Andrew replied that Pat is right and his experience has been that Rhode Island has always found itself in a variety of economic situations and bonds typically are the last things states try to mess with 1) because of the impact on bond ratings and 2) because of the fact they are long-term commitments and specifically education bonds, specific to the facilities of education, are, for a lack of a better way to put it, politically a lightning rod to touch. He played out a scenario and specific to this, there would be outrage from our local elected officials, members of the General Assembly, and it would be slightly unprecedented. So, for him, the likelihood of them getting to that scenario, while completely fair, of impacting this specific bond just seems so negligible relative to all the other scenarios. Quite frankly, he thinks there are other scenarios that they should be more concerned about and make sure they are mitigating before he would even be concerned about this particular scenario. We have a lot that we need to make sure we are staying on top of from a project management point of view to ensure we are hitting targets related to timeline. If there is a space where he feels a little more where they need to put some attention, some safeguards, it's more around timeline than it is around this. Tyler wanted to take a step back and talk about the process. He's heard several things. The bonuses aren't approved until completion of the project/construction. Then he's heard the Board of Regents will decide in May or June whether or not we will meet these targets. Gina explained that the Board of Regents will decide if we are eligible for approval based on our application. We have to say we believe we are eligible for this, this, this and this and then show it in our project. RIDE then reviews the project and the School Building Authority will say, based on the project submitted, you will hit this, this, this and this or they will say you just hit this, this and this. Tyler asked if this is based on a Stage II application or Stage III to which Gina replied Stage II. Then when you do your Stage III application and you

build your project, to Mr. Louzon's point, RIDE does have these benchmarks. The OPM, as well as your contractors, will go through those benchmarks to assure RIDE that they're meeting the targets to meet the benchmarks that you put forward in the plan because the goal is for Stage II is to say the plan is feasible and here's how. Then RIDE says this can happen. For Stage III, you have to make it happen. Tyler stated that this may be putting the cart before the horse. Is the idea to have all this in our pocket going into Stage III? We won't start Stage III, he's assuming, until after May 7th. Gina noted, because the Chariho Act is a little different, it requires another Building Committee. This Committee makes the decisions for the architect, project manager, etc. Tyler noted that it would make a lot of sense to use our architect for Stage III. Gina stated there are districts that have changed architects but then there is a back log because the new architect has to begin from the start. They have their reasons why they have changed but, so far, both SLAM and Colliers have proven to be very strong and are both national which allows access to a variety of additional resources. Tyler commented that if they are trying to maximize these bonuses and our Stage II application is done with one architect, to even think about changing, he thinks, jeopardizes the flow of our bonuses. Chair Giusti noted that it sounds to her like it will be incumbent upon the Building Committee to stay on track. The Towns have the opportunity to choose who is going to be on that Committee to which Tyler asked how many members are on the Building Committee. Catherine continued. It will be incumbent for them to make sure we are on track so we will already know if we qualify; another safeguard in place. Bond Counsel has stated that there is a 95% chance we will achieve at least 76% and up to 81% and she is a lawyer so Catherine does not believe she would just throw this out there. Our towns will pick people for the Building Committee and will tell us who they have chosen to make sure we stay on track so there is oversight. This will not all be on the shoulders of the School Committee. Craig added that the 2010 Campus project came in \$1 million under budget and was done earlier than expected. He is a representative of Charlestown and at the last School Committee meeting it was alluded that there was a possibility of splitting the project equally. Reference to this was made again tonight. Going forward he really thinks they should put this to rest. If you folks push for equal thirds to which Chair Giusti stated that this is not what they should be discussing right now. Wait and you will have a turn to talk about this. Jessica commented that the following is from the Chariho Act ...a regional school district building committee consisting of five (5) members from each of the towns of Charlestown and Richmond and seven (7) members from the town of Hopkinton, two (2) members of which building committee from each member town shall be members of the school committee in their respective town, and the remaining members shall be appointed by the respective town councils. Gina stated that the Chariho Act comes into play in the additional piece but the School Committee's responsibility, at first, was to be able to ensure that the Committee had very specific members per the statute of the law. You have already met that requirement because any time we shift or somebody leaves, we have to send that to RIDE. So you have already complied with state law and at this stage of the game, when we get to Stage III, the Chariho Act says 'and now you need to add the way the Chariho Act works, to that Committee' which to Catherine's point, only allows for additional hopes. Kathryn had a question for Attorney Grande in regards to page 6 where she referenced construction of the project commences by December 30, 2024 and is completed by December 30, 2029 or such later dates as MAY set forth in Section 16-7-40 as amended from time to time. Now presently that law, Kathryn noted she has it printed out, it actually reads that the projects need to be completed by June 30, 2029 which is what they were told by the RIDE representative. And so we have learned, recently the School Committee and she thinks most of them know this any ways, there's a big difference between 'may' and 'will' and there's a big difference between 'hope' and 'something will happen'. So your language saying 'may' means 'should' the General Assembly approve changing that date. Correct? Karen (Grande) replied correct. Right now the idea is to not lock you into December 30, 2024 to December 30, 2029 if the General Assembly in this session, or in a future session, extends those dates. We want to give you the maximum period of time. Kathryn responded that is what she thought so right now it is, as they were told by RIDE, presently, without any change, the end date is December 30, 2029. Thank you very much. Gina wanted to clarify if the General Assembly approves the legislation, this becomes the legislation RIDE will have to follow. Kathryn stated that as far as Andrew's terminology, which she thinks serves them well,

he talks about having exit ramps. She understands the clarifications, it was well explained, regarding May or June is when RIDE will tell us "yes, it appears that we are going to satisfy the requirements to get the incentives." However, as you so also clearly explained, RIDE doesn't make that definitive determination until two years after the bond is issued and she understands what Andrew is saying. He does not want to see this derailed because of "could be's" when he feels like the likelihood is very good. So she understands all those points but the way she sees it, they really don't have an exit ramp because of the fact that once the bond is approved and the language in the bond says it can be lowered by that 14%, there is really no exit ramp. Her other concern is, in regards to this, is there has been a lot of talk about value engineering and that if building costs escalate like they have in some communities and we have to have plans scaled back, it looks to her, when she reads the Rhode Island General Laws 16-7-40, that in order to qualify for those shares, a certain percentage of the project costs have to be specifically directed towards those incentives, such as like safe schools, safety and security measures. So her concern is if they finally have to do value engineering and we have to target some of these things that will qualify us as well. Correct? Gina replied that technically you would not value engineer anything regarding your bonuses but when you do value engineering some of the options would be, for example, in North Providence the gymnasium originally had bleachers but they removed that to save half a million dollars based on the value engineering. We wouldn't EVER, even now, we would never risk our health or safety as a way to cut costs. We wouldn't do that now, we won't do it then. That has to be a priority regardless of the plan that we choose. Kathryn commented that she can understand that. Certainly they would not change school safety and security but maybe Childhood Education, we could say that is sufficient the way it is. She just wanted to bring out the point the law, the way it is written, we are married to a certain percentage to get the reimbursement. That's basically it. Andrew asked Karen Grande if she could provide guidance should the voters approve a bond on May 7th and then, let's say, at the June Board of Regents meeting, the Board of Regents only finds us eligible for 71%. Kathryn's concern is that at the point we don't have an exit ramp. From your point of view, in the event that the bond is approved by the voters but the Board of Regents finds us only eligible for 71%, does this Committee have a path forward in which it could pump the brakes moving forward with this project or are we legally obligated to move forward with the project? Karen Grande explained the process is the legislation gets passed by the General Assembly. Then it goes to the voters for either a thumb's up or a thumb's down. Let's assume that the voters approve the legislation, the issuance of the bonds still needs to come back to the Committee one more time – at least one more time. If you do it in a series, it could come back more than one time so the Committee can exercise the authority that has been granted by the General Assembly for the voters. Andrew thanked Karen. He hears what Katherine is sharing and he always respects her point of view and from his lens, they do have an exit ramp so again he has been very, very clear with the community. He will continue to be clear with the community. He, along with all of the Committee, have the concern of the 76% - of meeting that. He is not looking to position them in a way that would not assure their community that is what we need in order to move this project forward. From his point of view, they are now at a place where they need to get bond language approved. It needs to be technically right and it needs to be legally right. This is the recommendation of Counsel. He feels confident that he has an exit ramp should they need one and so, at least personally, he is prepared to vote. Steve Moffitt from Hopkinton asked because this is an act of the legislature and this may be for the attorney – can the legislators amend this to add the 76% into it? I know you're the Committee but the legislature has to approve it. They make the laws; this is a law, so there is an opportunity for this to be amended by the State Legislature. Karen (Grande) stated she thinks that the question is could we put in this legislation that it's a requirement that Chariho gets 76% to which Steve replied no because that's already been answered through you. His question was can this be amended by the State Legislature. Can a Representative offer up an amendment to this because it is an act of the legislature? We're offering a suggestion to the legislature based on parameters that we have so we have submitted it and because it is approved or not approved by the legislature. They make laws in the State. They gave power to the Chariho Regional School District through an act. Can they amend this to add that language? They make the laws. Karen Grande replied you're asking about them putting in the language that we're talking about this

evening or are you talking about them putting in some additional language. Steve responded that it is them putting in additional, amending, adding additional language to this to include the 76%. Andrew explained to Karen Grande, put another way, the community will submit this to the General Assembly. Theoretically, the General Assembly could make revisions to what is submitted and he thinks what Councilor Moffitt is suggesting is that if the General Assembly were to change any language to what we're presenting, that because they are theoretically the body that has made this, both created the incentives and then also can establish law, if that the act of them in saying that the 76% is assured, does that somehow change the legality? Karen Grande responded that is the scenario that she thought was being asked and she thinks the response was 'no' for several reasons. Number one, the General Assembly will not entertain any changes unless they are requested to by the School District and the Legislators who represent the School District. They wouldn't just, on their own, go ahead and make a change. Second thing, they wouldn't make a change after the voters have already approved it either. With regard to them putting in that you will get 76%, which she thinks was the original question as she understood it, the General Assembly just, you know, they could theoretically do it but they just won't because they have enacted these fairly complex laws relating to school housing and school reimbursement and you know RIDE has been given direction and RIDE has appropriated regulations. So the General Assembly just will not, as a political matter, override all of that and say Chariho is going to get 76%. Steve noted that he is not saying State Legislature will guarantee us 76%. What he is asking is can a State Representative who is part of the General Assembly propose an amendment to add the language that was previously put in as a 76% floor? They amend laws that are put in front of them all the time. Karen Grande replied. When you go to issue the bonds, one of the requirements is that you have met that number of 76% and RIDE will not issue a letter that says you are going to get 76% and so the bonds do not get issued. Gina added that last night at the Charlestown Town Council meeting there was a question similar to this about the percentage. One of the examples was – say you start one school, you finish it, you start the second school and you finish it, you go to the third school and it's not done and she believes that the representative from RIDE, Mario Carreno, stated that on average, even if you did not hit that June 30, 2029, you still hit that 76.7% overall as a reimbursement for the project. Chair Giusti stated that they didn't answer Councilor Moffitt's question to which Gina responded that what Steve is saying is that Representatives all the time can make amendments to the law. This was the conversation they had with Attorney Grande. The same question Steve has. The reason why it has to be written this way for bond counsel is to get the bonds issues, they won't make the bond valid because there is no project completed. You have to get the bond before the project is done so that is why Karen is here tonight. Ned explained there is specific language – a paper on file – that says we get 61%. So when Counsel puts pen to paper or any of us put pen to paper, we can assure someone we are taking debt from that the State told us we are getting 61%. In addition to that, in a practical matter, there are bonuses in effect for the next five years. Recognizing that, you can see there is an extra six months based on the feedback we've received from everyone. There is six months in this legislation that did not exist prior to this conversation. That allows us to meet the time requirements. What's happening is that RIDE, when they authorize those bonuses, they also have to go through a budget process so they have to make an assurance within the State government to say, "Hey, this money's going to be available" so that the debt can be covered. That's something they have to do but legally we can only say that we know for sure we will get 61%. The process gets set up in the State budget. We're supposed to do everything in the construction process to achieve it. We do it – we get that money. Gina added there are options, for example, that Mario gave last night. You can begin demolishing buildings sooner than you thought because you've moved certain projects. In the end what he and Colliers were doing was showing there are multiple ways to meet that timeline without having the extension. There are multiple opportunities to shift paths that will still allow the three schools, one in each town, to complete the project. Andrew noted that what he is hearing – thank you Steven for asking the question – could a member of the General Assembly do that – yes. Is it likely that will pass – no. Does it change the outcome – no. Based on the response, we find ourselves exactly where we continue to find ourselves. So to the extent that we need our bonds to be legally and technically accurate, this is the language that's in front of us and this is the language he is

prepared to support. Pat had a question that is sort of a follow-up to what Kathryn was saying about value engineering. If you are building three schools and doing them one at a time and you get to the third school and now you're in trouble and you have to eliminate bleachers and who knows what else, how do you reconcile that with the people of that particular town that may be affected? Gina replied that was one of the things that was brought up last night. You would build in those assurances through the RFP and Project Manager so that you wouldn't come to that. For example, one of the things was that when you hire your OPM, you can actually hire three different contractors so that you would be ready to go to ensure it would be coordinated. People who have done this more than she has basically explained ways to add into a recommended RFP with your OPM and your contractors and your architects to ensure these milestones actually meet the budget and timeline. Mr. Boudreau, Hope Valley, thanked everyone for all their time and dedication to our children. It means a lot to him. He wants to go back to something the Superintendent said. If the project is at 75% at the end of the date in 2029, do the taxpayers get bonded for that 75% or no? Gina responded that what was said last night – it was explained that if, let's say the last school goes beyond June 30th, based on either 6 months or a year after the project, the average cost overall would still be at 76.7% reimbursement rate. Polly noted they are talking about the \$150 million bond but she just wanted to ask if that fails and we go to the \$30 million idea, does that fall within the same five year deadline? She noticed a whole list of things – a lot of HVAC. Gina replied that those wouldn't exist anymore in our Stage II application. Those are gone with this application. If we have to go back out, we would have to hire another architect to do that work and put those projects separate from what we did. This project is for approval of our Capital Improvement Plan and this current Stage II project. To do the \$30 million bond, we have to resubmit Stage I, go out for Stage II again and then determine – we have to have schematics and architects for those designs. Polly commented that she noticed on that list that Hope Valley School was included – about \$600,000 estimate. Gina questioned what list to which Polly answered it was at the end of the budget. Gina explained that is for next year. Every time you get a budget, you always see the projects for each school. Polly thanked Gina. Chair Giusti felt they were ready to vote. Kathryn raised her hand to which Chair Giusti stated she will allow one more quick comment. Kathryn, speaking to Karen Grande, stated that she doesn't think Karen can pull rabbits out of her hat. She has a feeling that what Karen's gonna say but she just wants to be sure that there is nothing potentially that they are missing. She does remain very concerned about the five-year end date. She knows we're hoping the General Assembly will extend that but we don't know that will happen. She does have Mario Carreno's words saying they are tracking over three and a half billion dollars in projects that will bid out this summer. There may not be the industry to do all that work at once so that could potentially affect our timeline. We don't have control over that. She might be grasping for straws but she does have to ask. Is there anything you (Karen) can think of that they could do to safeguard themselves from that timeline? Karen Grande noted this is a problem for many school districts because everyone is trying to comply with these same timelines and there are only so many contractors to go around. So that was part of the reason why the General Assembly, in the last session, did extend the deadline by six months. They had hoped they would extend by a year but they only went six months so she thinks it's still possible that during this session – there are a number of communities and their legislators – talk to leadership and say we really need extra time because there's not enough contractors; it's driving up the costs to have them bidding on things at the same time. They may consider extending the deadline by another six months. So it is addressed in the special Bond to get you the extra six months. Ned stated that reflecting on how we got here is important. There is a lot of information shared to the question we just received. The Plan A right now is to maximize our reimbursement and have this consideration because of the deadline. As we just covered, there is another off ramp, if you will, if the Committee is not comfortable with the next step. However, going through this step, we're also including, he thinks this is important to note, \$7 million of Capital expenditures that is the NOW need. So we're going through an effort that deals with our essentials, we're going through an effort that's aspirational and we know that there is a lot with that. We do, however, have another opportunity if the Committee's uncomfortable because the voters will get a say and you'll also get another say before any bond is committed to. So there are additional steps in front of us and we're also being careful with our money because

we're making that investment now with SLAM and Colliers to get our emergency \$7 million approved. That's something we need to do no matter what and we're being aspirational. We have opportunities to say we're not comfortable so we're going to go in November with a much more modest \$30 million consideration which will cover other options. He just wanted to frame the context of how they got here. Chair Giusti asked all if they were ready to vote to which Jessica asked for the motion – is it just the date and the amendment – the changes. Gina replied the language reflects the amendments based on the legality of how it needs to be written. This actual meeting was a request from the Town Clerks and Town Managers to change the date to May 7th. She asked Karen Grande to correct her if she is wrong but she believes should something happen, this provides the Committee with some space to change it if something happens at the May 7th date. Kathryn commented that she knows there has been a lot of questions and she appreciates everyone bearing with her because this has a lot of ramifications. Can you explain the next exit ramp again better please Ned. Ned responded that Karen Grande explained that which is there will be another requirement for the School Committee to authorize the bonds so if he is not mistaken, right now everyone understands we're thinking three in the \$50 million category, simple way to look at it is one for each school if you will. So Karen, each one of these needs an authorization by the School Committee before we can go forward. Is that correct? Karen Grande explained that the Committee could approve it all at once or they could approve it in three pieces but, yes, it definitely needs to come back to the School Committee at least once unless you decide to issue them separately and then it will come back for each one issued. Kathryn noted that she would like to see that seeing as Ned characterized that as an exit ramp. Just as an abundance of caution and she is not... Tyler stated that is legally obligated that they come back. So if this goes to voters on May 7th and they approve it, it has to come back to us to approve issuance of any amount of bonds. Kathryn clarified so three installments – 50, 50, 50 – to which Gina replied no. It is dependent on how the projects work out. However we distribute the bonds that always has to come back to the Committee. Whether we do 1, 2, 3, the Committee has to vote on every bond issuance. Ned, to Karen's point, stated thinking through how this could play out, say they issue three bonds at \$50 million or two at \$75 million, however we decide is best for the District financially, that's one question. But before ink goes to paper and we sign for a bond, the School Committee has to authorize it so that's the exit ramp we're talking about. That's one clarification. The other clarification he would make is he would be more comfortable with the School Committee making the decision if they are want to go with just one or more bonds. You are going to have to authorize the bond to be signed. Does that sound accurate Karen? Karen Grande noted it does and just to be clear, you can do one up front and do the whole \$150 million or break it up. However you decide to do it, the bond has to come back to the School Committee for approval. You would work with your financial advisor to determine what would be the best for you. Andrew cautioned all that they are deviating from the agenda item because this is a policy decision of the Committee after the vote. Let's stick to the bond please. Chair Giusti noted they were ready to vote to which Kathryn had one more question. Andrew commented that they should allow Kathryn to ask her question. Kathryn stated this is the last thing. What Ned proposed, to her it seems, whether or not you disburse it, you would have to disburse it incrementally because you aren't going to spend it that fast. Right? But we've already made the commitment so it's like it's an obligation. So tell her if she is wrong but to her it's like – I'm going to have a contract with you and I promise you such and such. I'm going to give it to you in disbursements. That doesn't change the amount that I'm giving you. It's just disbursed – right? So how is that an exit ramp because you've already made the commitment? She doesn't get that to which Gina replied she thinks what Kathryn is saying if we have RIDE's proposal and they say that we're not eligible for the 76%, at that time the Committee would not vote to approve the bonds. Tyler added so even though it's been approved by the voters, Kathryn, there is no obligation on us to say yes issue the bonds. That's our exit ramp. Gina noted that you are just making sure the voters have a say and that they would agree to do this. Kathryn thanked all for indulging her. She very much appreciates it.

Craig Louzon made a motion, which was seconded by Andrew McQuaide and it was VOTED: To approve the bond language that will authorize the Chariho Regional School District to finance the construction, furnishing and equipping of three elementary schools (one in each

town) and improvements at the Switch Road Campus including, but not limited to, costs of demolition, design, health and safety projects, playgrounds, landscaping, paving and all expenses incidental thereto by the issuance of not more than \$150,000,000 bonds and/or noted and approval of the date change for the bond vote. In favor: Chambers, Champlin, Colasante, Giusti, Louzon, Lyall, McQuaide, Purcell and Reynolds. Opposed Hopkins and Pouliot. The motion carried by a vote of 9 in favor with 2 opposed.

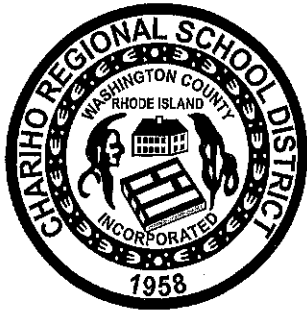
III. Request to Commissioner Infante-Green to Waive the 180-Day School Attendance Requirement – Superintendent Picard recommended approval to forward a letter to Commissioner Infante-Green requesting that she waive the requirement that students attend school for 180 days per year. As it is her understanding that the Federal Government approved December 18, 2023 and January 10, 2024 as federal disasters, she is hopeful that the Commissioner will approve our request so that students do not need to make up those two days in June. The Statute requires approval of the School Committee and the Board of Regents. Andrew made a motion, which was seconded by Craig, to forward a letter to Commissioner Infante-Green requesting that she waive the requirement that students attend school for 180 days per year. Kathryn questioned the purpose of this as they have discussed students' loss of learning. Gina responded that she was told by our EMAs that there was no way we could transport our students on these days. There is a Statute that allows this. Our staff will need to come in but students will not. Based on the plan, we get three snow days and can do classes virtually but we did not feel virtual learning on those two days would have been conducive as many of our families were without power putting their children at a disadvantage. It is less about seat time and more about the quality of instruction.

Andrew McQuaide made a motion, seconded by Craig Louzon and it was VOTED: To forward a letter to Commissioner Infante-Green requesting that she waive the requirement that students attend school for 1180 days per year. In favor: Chambers, Champlin, Giusti, Hopkins, Louzon, Lyall, McQuaide, Pouliot, Purcell and Reynolds. Opposed: Colasante. The motion carried by a vote of 10 in favor with 1 opposed.

IV. Adjournment

Craig Louzon made a motion, seconded by Tyler Champlin and Andrew McQuaide and it was VOTED: To adjourn at 6:58 PM. In favor: Unanimous.

Donna J. Sieczkiewicz, Clerk



ENCLOSURE **IXD-1**
Chariho Regional School District
Office of the Director of Administration & Finance

455A Switch Road
Wood River Junction, Rhode Island 02894

All Kids. All of the Time.



CATHERINE M. GIUSTI
School Committee Chairperson

GINA M. PICARD
Superintendent of Schools

EDWARD DRAPER
Director of Administration & Finance

LYNN GOUVIN
Asst. Director of Administration & Finance

To: Gina Picard
From: Ned Draper
Date: February 7, 2024
Subject: CTC Roof RFP

Please find attached a draft RFP for replacement of roughly half of the Career and Technical Center (Chariho CTC) roof.

Colliers in collaboration with the District and SLAM prepared a bid template so that we may proceed with this work this summer to take advantage of a renewed RIDE Stage II housing aid approval. The project is funded through our FY25 capital plan and this year's capital fund balance (in preparation for the full project value in FY25).

I recommend approval to move forward with bidding of this project.

Thank you.

Chariho Regional School District



Colliers

Project Leaders

Request For Proposal:

24-###

Chariho Career and Technical High School
Roof Replacement Project

Roofing Services

Issued:

RFP due:

Chariho Public Schools
459 Switch Rd, Wood River Junction, RI
02894

SECTION 00100 - BID/SOLICITATION INFORMATION

Contents:

- 1.0 Bid/Solicitation Information
- 2.0 Instructions and Notifications to Bidders
- 3.0 Overview
- 4.0 Scope of Work
- 5.0 Insurance
- 6.0 Acknowledgement of Risk and Hold Harmless Agreement
- 7.0 Additional Insurance Requirements
- 8.0 Proposal Content and Organization
- 9.0 Evaluation Criteria
- 10.0 Miscellaneous
- 11.0 Bid Form (A) --
- Appendix A Anti-Kickback Acknowledgement
(may add)
- Appendix B Chariho Regional School District Purchasing Rules and Regulations and Terms and Conditions of Purchase
- Appendix C Agreement between Owner and Contractor - AIA A101-2017
- Appendix D General Conditions of the Contract for Construction - A201-2017
- Appendix E MBE Utilization Plan Form
- Appendix F MBE Monthly Project Reporting Form - Template

SECTION 00100 - BID/SOLICITATION INFORMATION

1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference:

There will be a pre-bid conference on _____ at Chariho Career and Technical High School 459 Switch Rd, Wood River Junction, RI 02894. Attendance is highly encouraged as this will be bidders' opportunity to visit and familiarize themselves with the related facilities where they will be providing services, so that they may respond accurately to this RFP.

Requests for Further Information:

Requests for Information (RFI) during the Bidding Period will be accepted until _____. Requests for information or clarification must be made **electronically** to the attention of: _____ at _____ (email)

Please reference the RFP number, 24-### on all correspondence. Answers to RFI's received, will be forwarded electronically to all pre-qualified bidders.

RFP Submission Deadline:

Date and Time _____ **Late submissions will not be considered**

Proposals must be mailed or hand-delivered in a sealed envelope marked as follows:

Marked as: _____

To: **Chariho Regional School District
Office of the Superintendent
455A Switch Rd, Wood River Junction, RI 02894**

Bonds/Surety Required

Surety Bond = Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the Chariho Regional School District in an amount not less than ten percent (10%) of the bid price.

Payment & Performance Bonds = Yes

The successful bidder will be required to furnish payment & performance bonds and all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

SECTION 00100 - BID/SOLICITATION INFORMATION

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The Chariho Regional School District reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. Chariho Regional School District may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- There will be a pre-bid conference on **date & time at Chariho Career and Technical High School 459 Switch Rd, Wood River Junction, RI 02894**. It is the bidder's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The Chariho Regional School District assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Chariho Regional School District by the proposer prior to the stated RFP deadline. Contact:

Ned Draper
Director of Administration and Finance
ned.draper@chariho.k12.ri.us

- **Please submit a milestone schedule as well as a list of potentially long lead items.**
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the Chariho Regional School District if that bidder makes a request to the Director of Administration and Finance, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than thirty (30) days following the opening date, and may not be withdrawn, except with the express written permission of the Director of Administration and Finance. Should any bidder object to this condition, the bidder must provide objection through a question and/or complaint to the Director of Administration and Finance prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

SECTION 00100 - BID/SOLICITATION INFORMATION

- The bidder has full responsibility to ensure that the proposal arrives at the stated bid location prior to the deadline set out herein. The Chariho Regional School District assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the bidder, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Chariho Regional School District. **For the purposes of this requirement, the official time and date shall be that of the clock in the Chariho Regional School District's reception area.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the Chariho Regional School District for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
- Bidders are responsible for errors and omissions in their proposals. No such error or omission shall diminish the bidder's obligations to the Chariho Regional School District.
- The Chariho Regional School District reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The Chariho Regional School District also has the right to waive immaterial defects, minor irregularities, and formalities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the Chariho Regional School District upon delivery to the stated bid submission location.
- There will be a public bid opening immediately following the submission deadline.
- A bidder may bid on the school by submitting the appropriate bid form related to the school.

SECTION 00100 - BID/SOLICITATION INFORMATION

3.0 - Overview

The Owner (Chariho Regional School District) through its Owner's Project Representative (Colliers Project Leaders) and its architect () are soliciting bids for

Chariho Career and Technical High School

The Bid Documents, consisting of the Project Manual along with the Plans and Specifications prepared by the Architects comprises the bidding and construction documentation for this project. This Invitation to Bid provides an overview of the bidding process and logistics for this project.

4.0 - Scope of Work

The full scope of the renovations is illustrated on the plans and within the specifications. These documents are available digitally by requesting them from

PROJECT: Chariho Regional School District
Chariho Career and Technical High School

OWNER: Chariho Regional School District
455A Switch Rd,
Wood River Junction, RI 02894

OWNER'S REPRESENTATIVE: Colliers Project Leaders
72 Pine Street
Providence, RI 02903

Designer:

Project Description:

- a. **This project involves the completion of a roof replacement at Chariho Career and Technical High School.**

The schedule for the work calls for Award of the contract by the end of month, early submittal review and approval/materials acquisition to begin at this time. The actual abatement/construction work is to take place after the last day of school. Substantial completion shall be achieved by **date**.

Final completion shall be achieved by **date**.

The owner may consider adjustment of substantially complete date based on availability of material at the time of award.

All work shall be completed in conformance with the NE CHPS and Rhode Island Department of Education regulations as outlined in the bid documents.

All parking, storage and logistic items for construction will be confined to the construction areas as shown on the Bid Documents or as otherwise agreed to between the successful bidder and School Department. Smoking on School grounds is prohibited and failure to conform to this requirement will result in removal from the Project.

SECTION 00100 - BID/SOLICITATION INFORMATION

Bid Document Availability:

Project Documents will be made available by requesting them from

Prevailing Wage:

Local wage rates apply to this project. It is the responsibility of the Contractor before bid openings to request if necessary, any additional information on local Wage Rates for those trades-people who are not covered by the applicable local Wage Decision, but who may be employed for the proposed work under this Contract. The Contractor shall obtain the latest wage rates as issued by the Department of Labor and Training.

Contractors Subject to Provisions –Weekly Payment of Employees:

All contractors who have been awarded contracts for the Chariho Regional School District, by an awarding agency or authority of the state or of any city, town, committee or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars (\$1,000) and their subcontractors on such public-works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive of the Rhode Island General Laws of 1956 as amended.

Ascertainment of Prevailing Rate of Wages:

Before entering into any contract with the Chariho Regional School District, the bidders (General Contractor and Subcontractors) shall ascertain from the director of labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract with the Chariho Regional School District, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only to such welfare, pension, vacation, apprentice training and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work.

Applicability and Determination of Prevailing Rate of Wages:

Every call for bids for (a) every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decoration, of public buildings of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor to be prevailing for the corresponding type of employees employed on projects of a character similar to the contract work in the city, town, village or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not

SECTION 00100 - BID/SOLICITATION INFORMATION

less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and such employees and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractors so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid said employees on the work and the rates of wages received by such employees and not refunded to the contractor, subcontractors, or their agents; (b) the (terms) "wages," "scale of wages," "wage rates," "minimum wages," and "prevailing wages" shall include:

1. The basic hourly rate of pay; and
2. The amount of
 - a. the rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
 - b. the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of such benefits: Provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of director of labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2) (A), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph (2) (B), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in paragraph (2).

Prevailing Rate of Wages for Rhode Island:

The latest revisions of the wages rates may be examined during business hours at the office of the Director of Labor or visit <http://www.access.gpo.gov/davisbacon/index.html>.

Minority Business Enterprise (MBE)

"In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs

SECTION 00100 - BID/SOLICITATION INFORMATION

shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Kate Brody Esq. at the MBECO at (401) 574-8670 or via email at kate.brody@doa.ri.gov.”

Compliance with 10% MBE participation is part of the selection criteria.

State Public Works Contract Apprenticeship Requirements.

Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice-to-journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training. To the extent that any of the provisions contained in this section conflict with the requirements for federal aid contracts, federal law and regulations shall control.

If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R.I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.

Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.

No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

Collaborative for High Performance Schools:

The Collaborative for High Performance Schools (CHPS) criteria will be implemented on the project. CHPS is a leading national movement with the goal of making schools better places to learn. CHPS' mission is to facilitate the design, construction and operation of high performance schools: environments that are not only energy and resource efficient, but also healthy, comfortable, well lit, and containing the amenities needed for a quality education. The selected contractor shall provide all material and perform all work so as to adhere to the guidelines of the CHPS program and provide the necessary submittals and other documentation required for the project to achieve CHPS certification.

Form of Contract*:

SECTION 00100 - BID/SOLICITATION INFORMATION

A lump sum contract (AIA: A101 and A201 modified) will be executed with the successful bidder for the construction of the entire project. The AIA: A101 and A201 as modified and included in the bid documents will be utilized.

**No exception to the scope of work or contract will be considered unless such notification is given before the Bid Due date and within the Bid Submission.*

Bonds:

A Bid Bond in the amount of 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. Checks for Bid Security will not be accepted in lieu of a Bid Bond.

SECTION 00 50 04 - WORK PRACTICES

Part 1 - General

- 1.0 The construction barricades/temporary protection, where indicated on the contract documents, shall be inspected daily. Any corrections that are necessary to maintain security and keep the screening material in good shape shall be done following the daily inspection.
- 2.0 Contractor parking and storage will be located within the area designated by the Owner.
- 3.0 All construction debris and rubbish caused by the work is to be kept off of the premises and the surrounding area. The jobsite is to be cleaned daily and all construction materials, tools, equipment, machinery and surplus materials shall be kept neat and orderly. The Owner reserves the right to request that the jobsite be cleaned when necessary.
- 4.0 Dust control will be provided when necessary or when requested by the Owner.
- 5.0 The contractor shall make every effort to limit the amount of noise caused by construction operations. All equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with City, State and Federal regulations. No fossil fuel powered equipment shall be operated within the building.
- 6.0 Construction utilities costs such as special connections, delivery and generation costs outside of the building's regular power system shall be included in the bid price and paid by the contractor, not the Owner.
- 7.0 No signs or advertisements of any kind, other than a Project Sign will be allowed on the premises unless prior written consent has been obtained from the Chariho Regional School District.
- 8.0 The employer and supervisor are responsible at all times for the actions and behavior of their employees. It is expected that all contractors/vendors and their employees/workers will act appropriately while on the Chariho Regional School District property. Obscenity, inappropriate behavior and loud and vulgar language will not be tolerated. Any contractor/vendor or employee/worker overheard employing such language or observed behaving in an inappropriate manner will be removed from the site immediately.
- 9.0 All personnel shall have appropriate attire, shirts and shoes, are required at all times. All necessary safety equipment shall be worn where and when required.
- 10.0 OSHA 10 CERTIFICATION for all workers and employees to be employed at the worksite is required. Each individual shall have successfully completed required course in

SECTION 00100 - BID/SOLICITATION INFORMATION

construction safety and health approved by the United States Occupational Safety and Health Administration.

- 11.0 Firearms, the use or possession of alcohol or illegal drugs or tobacco on the Chariho Regional School District property is strictly prohibited. Any individual who is in possession of a firearm (whether or not properly registered) or is under the influence of illegal drugs or alcohol, or in possession of such shall be removed immediately from the property.
- 12.0 The Chariho Regional School District may at any time require criminal record check of any and all personnel onsite. Any personnel not passing or providing proper information to complete the check shall be removed immediately from the property.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the Chariho Regional School District, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The Chariho Regional School District, Chariho Career and Technical High School, Architect and OPM shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions specified in the Contract Documents and to the fullest extent permitted by law, the selected bidder, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasers) agree to release, waive, discharge and covenant not to sue the Chariho Regional School District, Chariho Career and Technical High School, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasers use of or presence in and/or on Chariho Regional School District and/or Chariho Career and Technical High School property. The Releasers agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasers in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasers use of or presence in and on Chariho Regional

SECTION 00100 - BID/SOLICITATION INFORMATION

School District and/or Chariho Career and Technical High School property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasers use of or presence in and on Chariho Regional School District and/or Chariho Career and Technical High School property.

The Releasers acknowledge the risks that may be involved and hazards connected with use of or presence in and on Chariho Regional School District and/or Chariho Career and Technical High School property but elect to provide services under any contract with the Chariho Regional School District and/or Chariho Career and Technical High School with full knowledge of such risks. Releasers also acknowledge that any loss, damage, and/or injury sustained by Releasers are not covered by Releasees insurance. Releasers agree to become fully aware of any safety risks involved with the performance of services under any contract with the Chariho Regional School District and/or Chariho Career and Technical High School and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the Chariho Regional School District and/or Chariho Career and Technical High School shall not be limited by the insurance required by the Contract Documents.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the Contract Documents, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the Chariho Regional School District and/or Chariho Career and Technical High School shall include the Chariho Regional School District, Chariho Career and Technical High School, its divisions, officers and employees, the Architect and OPM as Additional Insureds but only with respect to the selected bidder's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the Chariho Regional School District and/or Chariho Career and Technical High School; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self-insurance or self-retention maintained by the Chariho Regional School District and/or Chariho Career and Technical High School and that any insurance, self-insurance or self-retention maintained by the Chariho Regional School District and/or Chariho Career and Technical High School shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the Chariho Regional School District's Chief Financial Officer. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the Chariho Regional School District and/or Chariho Career and Technical High School.

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Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Chariho Regional School District. The selected vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Chariho Regional School District's Director of Administration and Finance reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 11.0 and must be submitted in a separate, sealed envelope labeled as previously stated above.

All Bid Forms must be signed.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. As well as one (1) electronic copy

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the Chariho Regional School District assumes that the bidder will adhere to all terms and conditions listed in this RFP.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in an expeditious time frame convenient to the Chariho Regional School District.

The Chariho Regional School District reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest. Further, the Chariho Regional School District reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications,	35%

SECTION 00100 - BID/SOLICITATION INFORMATION

compliance MBE participation
for both the General Contractor and Sub-Contractors

References	35%
Cost	30%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the Chariho Regional School District requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the Chariho Regional School District.

10.0 - Miscellaneous

Bidders shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the Chariho Regional School District and/or Chariho Career and Technical High School against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The Chariho Regional School District is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the Chariho Regional School District is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The Chariho Regional School District reserves the right to cancel an agreement with the bidder with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

Political Contributions: The General Contractor shall provide a list of all political contributions, made directly or indirectly to any candidate for municipal office in the Chariho Career and Technical High School, by the Owner, its key staff, its subcontractors and their key staff for the last five (5) years.

SECTION 00100 - BID/SOLICITATION INFORMATION

11.0 – Bid Form (A) Chariho Career and Technical High School

24-### Chariho Career and Technical High School Roof Replacement

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.)

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name? ___ Yes ___ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ___ Yes ___ No

Will any of the work spelled out in this bid be outsourced? ___ Yes ___ No

If so, please explain below:

SECTION 00100 - BID/SOLICITATION INFORMATION

Have you or your firm been subject to suspension, debarment or criminal conviction by the Chariho Regional School District and/or Chariho Career and Technical High School, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the Chariho Regional School District and/or Chariho Career and Technical High School and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the Chariho Regional School District and/or Chariho Career and Technical High School and/or the State of Rhode Island during its performance?

Yes: _____ No: _____

Have you or your firm been involved in litigation against the Chariho Regional School District and/or Chariho Career and Technical High School and/or the State of Rhode Island.

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the Chariho Regional School District and/or Chariho Career and Technical High School and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

MBE Participation

SECTION 00100 - BID/SOLICITATION INFORMATION

MBE _____%

Project Total Value \$ _____

Amount going to MBE \$ _____

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

SECTION 00100 - BID/SOLICITATION INFORMATION

Pricing Proposal

24-### Chariho Career and Technical High School Roof Replacement

Having examined the bid documents, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

A.

BASE BID:

Having carefully examined Contract Documents listed in The Project Manual, and consisting of Instructions to Bidders, all drawings, the entire project manual inclusive of but not limited to, 000402 Tax Exemption, 005001 AIA A101 Agreement between Owner & Contractor (modified), 005002 AIA A201 General Conditions of the Contract for Construction (modified), 005004 Work Practices, 009000 Sample Commissioning (CX) Plan, 015733 Temporary Indoor Air Quality Control, 017419 Construction Waste Management and Disposal, 018113 Sustainable Design Requirements, all Addenda as specifically listed below, and having examined the site and being familiar with conditions affecting work, Undersigned proposes to furnish materials and labor and perform Construction work as indicated with a hundred 100% payment and performance bond to complete the Chariho Regional School District C2023-007 Project work as called for by Bidding Documents for the Stipulated Sum of:

\$

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 ,

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 .

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Numeric

Written

Undersigned agrees above stipulated sum is firm price including applicable taxes and is not subject to extras or escalator clauses.

SECTION 00100 - BID/SOLICITATION INFORMATION

B. ALTERNATES:

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added or deleted to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in contract documents.
1. Owner acceptance of the change shall constitute the "exercise" of the alternate.
 2. The Owner shall have sole discretion as to whether to exercise the alternate or not and shall bear no liability to the bidder for the exercise or non-exercise of the alternate.
- B. Performance Period: Should the Owner exercise any or all of the alternates, the work included in each alternate shall be performed concurrently with the base contract work. There shall be no extension in contract performance time with the exercise of any or all alternates.
- C. Coordination:
1. Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
 2. Each alternate description may include certain work which must be included in the Base Bid to make the work complete IF the particular alternates are NOT exercised. The work shown on the drawings and described below as part of the alternate shall be priced separately and listed in the appropriate place on the Bid Form, and should NOT be included in the Base Bid. The option price is the difference between the work described in the alternate and the work included in the Base Bid.
 3. All bidders shall provide a price for each alternate in the place provided on the Bid Form.
- D. Notification: Immediately following award of contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, or rejected.
- E. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification sections referenced in the schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
1. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
 2. Include as part of the price of each alternate all costs attributable to project General Conditions, Supplementary Conditions, Division 1 Requirements, overhead and profit. No additional payments will be made by the Owner for the

SECTION 00100 - BID/SOLICITATION INFORMATION

- work of any alternate which is exercised beyond the Alternate Price listed, except in accordance with contract provisions related to Changes in the Work.
3. Include as part of the base Bid all work identified in each description as Base Bid work. The items so designated constitute the work required to make the total project complete IF the alternate is Not exercised by the Owner.

F. **ALTERNATE #1 – Extend Roofing Warranty to 40 Years**

ADD \$ _____

ADD AMOUNT (words) _____

1.02 ALLOWANCES/UNIT PRICES

The following amounts will be included in the Bid:

- A. Definition: An allowance where stipulated on the Drawings or the Bid Form is a sum of money which is to be used on the project at the discretion of the Owner's Representative for purposes that are undefined due to unknown conditions at the time of the Contract date. At the completion of the project, the unused portion of the Allowance is to be deducted from the contract sum.
- B. Definition: A Unit Price where stipulated on the Bid Form is the cost of a particular material to be provided and installed on site and includes all costs of labor and material to be either added to or deducted from the Contract Sum. A summary of the material changes, their locations in sketch form will be submitted to the Architect for approval. Change Orders resulting from unit pricing will not be approved without the Owner's prior approval in written form.
- C. **Allowance #1 - Brick Material Allowance:**
Include in Base Bid "A" for Chariho Career and Technical High School the sum of **One thousand dollars (\$ 1,000.00)** for the purchase of brick veneer to match the existing brick veneer. This Allowance is only for the costs to purchase the brick material. Delivery of the brick to the site, storage and installation is included in the Base Bid.

D. Unit Price

We propose the following Unit Prices for specific portions of the Work as listed. These Unit Prices shall be for additions to or subtractions from the Base Bid work and shall be performed under the Contract during the entire life of the Contract.

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<u>Item Description</u>	<u>Unit Quantity</u>	<u>Unit Value</u>
a. Remove existing wood blocking and provide and install new pressure treated wood blocking	2 x 6 x 8'-0" long	\$ _____
b. Remove existing rotted or damaged 1 1/2" thick steel roof deck and install new steel deck to match existing.	100 sq. ft.	\$ _____
c. Remove existing rotted or damaged 3" thick cementitious wood fiber "Tectum" roof deck and install new roof deck to match existing.	100 sq. ft.	\$ _____

E. ADDENDA:

Undersigned certifies that the Base Bid includes Addenda listed below and they are hereby acknowledged as having been received and carefully reviewed by the Bid Due Date:

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

F. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

Cost for providing Performance and Labor and Materials Payment Bond for the sum of the General Contractor's change orders:

Add _____ % of Total Construction Value from \$ _____ to maximum of \$ _____.
 Add _____ % of next Total Construction Value from \$ _____ to maximum of \$ _____.
 Add _____ % of next Total Construction Value from \$ _____ to maximum of \$ _____.

G. N/A

H. FEE FOR CHANGES IN THE WORK:

The total mark-up for each change shall not exceed 15% (10% for overhead + 5% for profit). For changes where the work is performed totally by the Undersigned Bidder's direct forces, the 15% mark-up shall be assigned to the Undersigned Bidder as the prime contractor. For work performed by a subcontractor(s), a maximum of 10% mark-up will be assigned to all subcontractors and/or

SECTION 00100 - BID/SOLICITATION INFORMATION

sub-subcontractors performing work and 5% will be assigned to the Undersigned Bidder and prime contractor. Unit labor costs are all-inclusive of all OH&P and shall not be subject to further mark-up. The change order mark-ups include all overhead, coordination, bond, insurance, profit and supervision costs, and these items shall not be subject to any further markups when utilized in the computation of a Change Order amount.

For changes which add additional time to the contract completion date, the General Conditions cost impact shall be as listed on the schedule of unit rates above. The unit rate for the general conditions associated with the time extension shall be inclusive of all direct and indirect costs and fees, including but not limited to all overhead, coordination, bond, insurance, cleaning, site support, management, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of a Change Order. Unit rate shall be for one (1) additional work day.

I. PROJECTS REFERENCES:

Bidders are required to list references for prior work your firm has performed as set forth in the RFP for this Project.

<u>Reference #1</u> Company Name: _____ Contact Person: _____ Telephone #: _____ Project Title: _____ To _____ Email Address: _____

<u>Reference #2</u> Company Name: _____ Contact Person: _____ Telephone #: _____ Project Title: _____ To _____ Email Address: _____

<u>Reference #3</u> Company Name: _____ Contact Person: _____ Telephone #: _____ Project Title: _____ To _____ Email Address: _____

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<u>Reference # 4</u>
Company Name: _____
Contact Person: _____ Telephone #: _____
Project Title: _____ To _____
Email Address: _____

J. OTHER CERTIFICATIONS:

Undersigned agrees to execute Contract for above work for the above stipulated sum provided that he be notified of acceptance of bid within ninety (90) days after time set for the receipt of bids. Undersigned agrees to execute contract and deliver it to the Owner.

Undersigned agrees by submission of this bid that the bidder is the only interested party submitting this bid, that the Contract Documents are incorporated herein, that there is no collusion, and the contract will not be assigned with written consent of the Owner.

Undersigned certifies that included within their bid are only employees and subcontractor employees that will be employed at the worksite that have successfully completed and obtained certification in a course in construction safety and health approved by the United States Occupational Safety and Health Administration as required by the laws of the state.

Undersigned certifies that it has provided the Bid Security Bond properly executed following items with this bid form.

Undersigned certifies, under penalty of perjury, that to the best of his knowledge and belief that:

The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement with any other Bidder or competition on any matter whatsoever for the purpose of restricting competition;

Except as may be required by law, prices quoted in this Bid have not been knowingly disclosed prior to the opening of Bids; and

No attempt has been made nor will be made by the Bidder to induce any other person, partnership, or corporation to submit or to refrain from submitting a Bid for this Project.

Undersigned represents to Owner that it has the labor, machinery, equipment, supplies, and credit to meet the schedule completion requirements more specifically enumerated in the Section 10000 – General Requirements.

Firm: _____

Authorized Representative: _____

Title: _____

Signature: _____

SECTION 00100 - BID/SOLICITATION INFORMATION

Date:

(Corp. Seal)

(Notary Seal)

DRAFT

SECTION 00100 - BID/SOLICITATION INFORMATION

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Chariho Regional School District and/or Chariho Career and Technical High School who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Chariho Regional School District and/or Chariho Career and Technical High School who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

ORIGINAL: AUGUST/2001

REVISED: APRIL/2006

SECTION 00100 - BID/SOLICITATION INFORMATION

DRAFT



ENCLOSURE **IXE-1**

Chariho Regional School District
Office of the Director of Administration & Finance

455A Switch Road
Wood River Junction, Rhode Island 02894

All Kids. All of the Time.

OFFICE OF THE SUPERINTENDENT
FEB 07 REC'D



CATHERINE M. GIUSTI
School Committee Chairperson

EDWARD DRAPER
Director of Administration & Finance

GINA M. PICARD
Superintendent of Schools

LYNN GOUVIN
Asst. Director of Administration & Finance

To: Gina Picard

From: Ned Draper

Date: February 7, 2024

Subject: Hilltop Financial Advisor agreement approval – Bond(s) under consideration

Please find attached two documents:

1. Email from Rhode Island Health and Education Building Corporation(RIHEBC) counsel
2. Proposed agreement (subject to legal review) with Hilltop Financial Advisors

As part of the bond evaluation, preparation and potential issuance a financial advisor is necessary to ensure the Chariho financial interests are accurate and properly protected throughout the entire process. In Rhode Island RIHEBC is responsible for the oversight and support of the issuance of bonds for municipal, non-profit, and many other organizations. RIHEBC has authorized three vendors to provide these services in regards to their bond issuance efforts. I communicated with RIHEBC Board Chair Channavy and their Counselor Corneau to confirm the vendor list. Rates and services are competitive.

Hilltop Securities as one of these approved vendors has experience with Chariho and was part of bond issuance efforts since 2010. Their familiarity with our financial conditions, the Chariho Act, and our needs in this effort makes them well suited to act as our fiduciary (our representative) in this matter.

I recommend approval of the agreement with Hilltop Financial to provide bond related financial advisor services.

Thank you.

2/2/24, 11:30 AM

Charlho Regional School District Mail - RIHEBC FAs



Ned Draper <ned.draper@chariho.k12.ri.us>

RIHEBC FAs

2 messages

Ellen Corneau <ECorneau@savagelawpartners.com>
To: Ned Draper <ned.draper@chariho.k12.ri.us>
Cc: "channavy.chhay@cseari.org" <channavy.chhay@cseari.org>

Fri, Feb 2, 2024 at 11:29 AM

Ned below is the list of RIHEBC approved FAs and primary contacts. Please let me know if we can help you with anything else.

- Hilltop Securities Inc. Matt Blais
- PFM Financial Advisors Steve Maceroni
- Acacia Financial Group, Inc. Kim Whelan

Ellen M. Corneau | Partner



SAVAGE LAW PARTNERS, LLP
564 South Water Street, Providence, RI 02903

Phone: 401-238-8500 | Fax: 401-648-6748
Direct: 401-238-1680
Cell: 401-487-7448

ecorneau@savagelawpartners.com

www.savagelawpartners.com

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the "Agreement") is made and entered into by and between **CHARIHO Regional School District** (the "Issuer") and Hilltop Securities Inc. ("HilltopSecurities"), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the "Effective Date").

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer's issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. Scope of Services and Discharge of Responsibilities.

1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in Appendix A hereto (the "Municipal Advisory Services"). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer's independent registered municipal advisor ("IRMA") pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the "Scope of Services" hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities ("Non-Municipal Advisor Services"), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for

any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information

HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities

would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA; and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services ("Joint Municipal Advisory Services"), whether engaged jointly with or separately from HilltopSecurities (a "Co-Municipal Advisor"), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor's fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities' status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board ("MSRB") rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or

approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the first anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of

the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. Termination of this Engagement. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

A. Compensation. The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in Appendix B hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

B. Expenses. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. Third-Party Payments. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. No Custody of Issuer Funds. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

E. Limitation on Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

**SECTION IV
REQUIRED DISCLOSURES**

- A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.** The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as Appendix C, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.
- B. Waiver of Disclosed Conflicts of Interest.** By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.
- C. Consent to Electronic Delivery of Disclosures.** By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at ned.draper@chariho.k12.ri.us, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

**SECTION V
MISCELLANEOUS**

- A. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
- B. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- C. Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

Signature page follows

HILLTOP SECURITIES INC.

By: Matthew Blais
Matthew Blais

Title: Vice President

CHARIHO Regional School District

By: _____

Name _____

Title: _____

Date: _____

**APPENDIX A
MUNICIPAL ADVISORY SERVICES**

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. *Elections.* In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. *Method of Sale.* Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

a. If the issuance is to be sold by a competitive sale:

- (1) Supervising the sale of the municipal securities;
- (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
- (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
- (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
- (5) Obtaining CUSIP numbers on behalf of the Issuer.

b. If the issuance is to be sold by negotiated sale:

- (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
- (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
- (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
- (4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.

14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.

15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

16. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.

17. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

18. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.

2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.

3. **Continuing Disclosure.** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with

continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.

4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer’s continuing disclosure

undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

**APPENDIX B
FORM AND BASIS OF COMPENSATION**

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained below:

Type of Issue	Dollar/Bond	Minimum Fee	Maximum Fee
Bond and Note Offerings (Including RIHEBC Issues)	\$0.75/\$1,000	\$9,500	\$45,000

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities may charge a fee based on an hourly rate for services rendered in accordance with the following schedule:

Title	Standard Hourly Rate	Discounted Hourly Rate
Managing Directors & Senior Vice Presidents	\$350	\$250
Vice Presidents	\$275	\$200
Assistant Vice Presidents and Associates	\$225	\$175
Analysts	\$190	\$150

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the schedule included above in Section III of this Appendix.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C
MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which

may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of

1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version MA Client Brochure

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.