

STATE OF RHODE ISLAND
WASHINGTON, SC.

SUPERIOR COURT

CHARIHO REGIONAL SCHOOL DISTRICT, :
by and through the CHARIHO REGIONAL :
SCHOOL COMMITTEE, :

Plaintiff, :

v. :

C.A. No. WC-2016-

STATE OF RHODE ISLAND, by and through :
the RHODE ISLAND DEPARTMENT OF :
EDUCATION, the RHODE ISLAND :
DEPARTMENT OF ADMINISTRATION, :
the RHODE ISLAND COUNCIL ON :
ELEMENTARY AND SECONDARY :
EDUCATION, and COMMISSIONER OF :
EDUCATION KENNETH WAGNER, :

Defendants. :

**VERIFIED COMPLAINT FOR DECLARATORY
JUDGMENT AND INJUNCTIVE RELIEF**

Plaintiff the Chariho Regional School District, by and through the Chariho Regional School Committee (“Chariho”), hereby states as follows for its Verified Complaint for Declaratory Judgment and Injunctive Relief against Defendants the State of Rhode Island, by and through the Rhode Island Department of Elementary and Secondary Education, the Rhode Island Department of Administration, the Rhode Island Council on Elementary and Secondary Education, and Commissioner of Education Kenneth Wagner (collectively, “RIDE”):

Introduction

1. Chariho brings this action to compel RIDE to honor its agreement concerning the transfer of ownership from RIDE to Chariho of the real property in Richmond upon which Chariho Area Career and Technical Center (“Chariho CTC”) is located. In consideration for

Chariho taking on the financial responsibility of maintaining and operating a career and technical center for southern Rhode Island, the Council on Elementary and Secondary Education, by and through its predecessor in interest, the Board of Regents, and Deborah Gist as Commissioner of Education, agreed that it would not approve the establishment of any career and technical center in the towns of Charlestown, Hopkinton, Narragansett, New Shoreham, Richmond, South Kingstown, and Westerly (collectively, "South County") "[f]or so long as Chariho operates a career and technical center. . . ." See Exhibit A attached hereto (the "CTC Agreement").

2. Commissioner Gist, however, has moved on to Oklahoma. On December 2, 2015, the new Commissioner of Education, Kenneth Wagner, announced at a public meeting at the Chariho Regional Middle School attended by Chariho School Committee Members and educators that he has "no intention" of honoring the CTC Agreement that his predecessor signed with the approval of the Board of Regents because it was, in his opinion, "not enforceable."

3. Instead, in direct violation of the CTC Agreement, Commissioner Wagner has approved career and technical programs, including advanced manufacturing, agricultural sciences and cosmetology, in South County that directly compete with those career and technical programs offered by Chariho.

4. Commissioner Wagner's repudiation of a contract approved by the Board for whom he works and executed by his predecessor is a breach of contract and further erodes the already damaged credibility of RIDE. Commissioner Wagner's repudiation of the CTC Agreement also promotes the inefficient use of scarce public resources by establishing competing programs in public schools with declining enrollments just a few miles apart.

Parties and Jurisdiction

5. Chariho is the regional school district for the towns of Charlestown, Richmond, and Hopkinton incorporated as a body corporate and politic pursuant 1958 R.I. Pub. Laws ch. 55 as amended by 1986 R.I. Pub. Laws ch. 286. Chariho is the successor to the Chariho Regional High School District. Among the statutory powers of Chariho is the power to sue and be sued.

6. Even though the Board of Regents had title to the Real Property until July 1, 2012, Chariho operates the Chariho CTC as a regional career and technical center for the benefit of students not just who live in Charlestown, Richmond, and Hopkinton, but also Exeter, Narragansett, New Shoreham, North Kingstown, South Kingstown, and Westerly in Washington County, Jamestown in Newport County, and West Greenwich in Kent County.

7. The Rhode Island Council on Elementary and Secondary Education is a public corporation, empowered to sue and be sued in its own name and the successor to all powers, rights, duties and privileges pertaining to the Board of Regents for Elementary and Secondary Education (“Board of Regents”) pursuant to R.I. Gen. Laws § 16-97-1. The Council on Elementary and Secondary Education is also charged pursuant to R.I. Gen. Laws § 16-60-4(14) with “promot[ing] the maximum efficiency and economy in the delivery of elementary and secondary educational services in the state.”

8. The Council on Elementary and Secondary Education, as successor to the Board of Regents, is also “invested with the legal title (in trust for the state) to all property, real and personal, [then] owned by and/or under the control or in the custody of the board of regents for education for the use of the department of elementary and secondary education” pursuant to R.I. Gen. Laws § 16-60-1(b).

9. The Council on Elementary and Secondary Education acts through the Rhode Island Department of Education. The Rhode Island Department of Education is a department of the State of Rhode Island.

10. Kenneth Wagner is the Commissioner of Education and is named in his official capacity. The Commissioner of Education is charged pursuant to R.I. Gen. Laws § 16-60-6(4) with supervising the operation of RIDE and with “implement[ing] the broad policy as it pertains to the goals and objectives established” by the Council on Elementary and Secondary Education. The Commissioner of Education is not charged with creating policy; rather, pursuant to R.I. Gen. Laws § 16-1-5, the Commissioner of Education is limited to “carry[ing] out the policies and program formulated by the [Council on Elementary and Secondary [Education]].”

11. The Rhode Island Department of Administration is a department of the State of Rhode Island pursuant to R.I. Gen. Laws § 42-6-1(e). It exercises authority over real property owned by the State of Rhode Island.

12. This Court has subject matter jurisdiction over this action pursuant to the Uniform Declaratory Judgments Act, R.I. Gen. Laws §§ 9-30-1, et seq.

13. This Court is also authorized to enter a declaratory judgment pursuant to Rule 57 of the Rhode Island Superior Court Rules of Civil Procedure.

14. The CTC Agreement provides in relevant part that “[i]n the event of any dispute over the interpretation, construction or application of this Agreement, the parties agree that the Superior Court sitting in Washington County, and not a hearing officer appointed by the Commissioner of Education, shall have exclusive jurisdiction over any such matter.” Thus, by agreement of the parties, this Court has exclusive jurisdiction to hear this case.

Facts

15. On July 18, 1996, the Chariho Regional High School District, Chariho's predecessor, conveyed in fee simple a parcel of land and the improvements thereon on Switch Road in the town of Richmond to the State of Rhode Island for RIDE to use for "vocational purposes" (the "Real Property"). The real property is in the middle of the Chariho campus.

16. On or before January 1, 2010, RIDE advised Chariho that the Board of Regents wished to unload the Real Property, along with the responsibility for maintaining the Real Property, to Chariho provided that Chariho continued to provide career and technical programs to students in South County, not just the three Chariho communities.

17. RIDE's decision to attempt to unload the responsibility for maintaining the Chariho CTC was not unique to Chariho; RIDE replicated the practice of unloading CTCs around the state.

18. At its June 3, 2010, meeting, the Board of Regents, the predecessor of the Council on Elementary and Secondary Education, approved Commissioner Gist's recommendation to enter into the CTC Agreement with Chariho.

19. On June 22, 2010, the State of Rhode Island, by the Department of Elementary and Secondary Education and the Department of Administration, entered into the CTC Agreement with Chariho whereby Chariho agreed to accept the transfer of the Chariho CTC under certain terms and conditions. Commissioner Gist executed the CTC Agreement as did Rosemary Booth Gallogly, the Director of the Department of Administration.

20. The Board of Regents, the predecessor to the Board of Education, was not a party to the CTC Agreement, but the Board of Regents has taken the position in prior litigation involving the CTC Agreement that Commissioner Gist was acting at all times as its agent.

21. In the CTC Agreement, the parties agreed in paragraph 1(d) that “[f]or so long as Chariho operates a career and technical center, RIDE warrants that it will not approve any career and technical center in the towns of Charlestown, Hopkinton, Narragansett, New Shoreham, Richmond, South Kingstown, and Westerly.”

22. The geographical restraint in paragraph 1(d) of the CTC Agreement is reasonable because it is limited to the towns that were served by Chariho at the time that Commissioner Gist signed the CTC Agreement on behalf of the Board of Regents even though additional towns are served by Chariho now.

23. The temporal restraint in paragraph 1(d) of the CTC Agreement is reasonable because it is limited in duration to the time during which Chariho operates a career and technical center.

24. On July 1, 2012, Chariho assumed all responsibility for maintaining the Real Property.

25. In reliance on the promises made by RIDE, Chariho has maintained the Real Property and plans to invest over one million dollars (\$1,000,000) in improvements to the Real Property, including a complete renovation of the culinary kitchen. Some of these funds may be reimbursed through RIDE’s housing aid program. The remainder of those funds will come directly from Chariho.

26. On information and belief, RIDE has authorized the Westerly School Department to offer career and technical programs in the areas of advanced manufacturing and cosmetology at Westerly High School. The cosmetology program at Westerly High School directly competes with the cosmetology program at Chariho, just eleven (11) miles away; two students have already left Chariho to pursue cosmetology in Westerly. The parents of other students from

Westerly have reported that they have been told that their children cannot attend Chariho because Westerly has its own cosmetology program. By approving these programs at Westerly High School, RIDE has set up Westerly High School as a competing CTC center in South County.

27. The advanced manufacturing program at Westerly High School is based on the P-Tech Program in New York and includes a Grade 13 and Grade 14. On information and belief, the P-Tech program did not go through the customary RIDE approval process for career and technical programs. Instead, it was approved in an expedited and unique process different than that specified by RIDE for all other career and technical programs.

28. The P-Tech Program in New York has not met its own expectations for student success, according to a recent report by National Public Radio.

29. Chariho is precluded from paying for students to attend the advanced manufacturing program because Chariho's enabling legislation, the Chariho Act, 1986 R.I. Pub. L. ch. 286, § 2(3), only allows Chariho to charge Charlestown, Richmond, and Hopkinton for educating students through Grade 12.

30. The Westerly School Department and the Narragansett School Department have notified Chariho that they intend to seek federal funding for vocational education under the Carl Perkins Program that would be otherwise payable to Chariho to pay for the operation of the CTC Center. The loss of this revenue as well as the loss of tuition revenue from Narragansett, New Shoreham, South Kingstown, and Westerly will adversely impact the ability of Chariho to continue to offer career and technical programs to other students from these towns as well as to students from Chariho.

31. On information and belief, RIDE has authorized the Narragansett School Department ("Narragansett") to offer an agricultural science program at Narragansett High

School. The agricultural science program at Narragansett High School directly competes with the agricultural science program at Chariho, just nineteen (19) miles away.

32. The agricultural science program at Narragansett High School calls itself an “Agricultural Science and Technology Program” and says that it is “endorsed” by RIDE.

33. A student from Chariho has demanded that Chariho pay Narragansett tuition to attend the agricultural science program at Narragansett High School notwithstanding the existence of the agricultural science program in Chariho. Chariho has denied the student’s request, but an appeal to Commissioner Wagner by that student is imminent, and Commissioner Wagner, by Hearing Officer Anthony Cottone, has ordered that Chariho show cause why it should not pay Narragansett tuition. In the event that the student prevails, Chariho will be liable to Narragansett for over sixty thousand dollars (\$60,000) in tuition over four years, and the student can require Chariho to transport her from Charlestown to Narragansett to attend a program that Chariho already offers. According to the Statewide Transportation Office at RIDE, that transportation will cost Chariho three hundred seventy-one dollars and sixty cents (\$371.60) per day in addition to the tuition paid by Chariho to Narragansett because there is no bus that runs from the student’s home in Charlestown to Narragansett that will allow the student to be in Narragansett at the start of the school day. Over four years, that amounts to two hundred sixty seven thousand five hundred fifty-two dollars (\$267,552). The combined cost of tuition and transportation for this one child to attend a program in Narragansett that already exists in Chariho will exceed three hundred twenty-seven thousand and five hundred fifty-two dollars (\$327,552).

34. By contrast, the marginal saving to Chariho if one student leaves the agricultural science program in Chariho to attend the same program in Narragansett is de minimis, if not

zero. Requiring Chariho to pay for a student to attend a program in Narragansett that Chariho offers does not promote maximum efficiency and economy in the delivery of elementary and secondary educational services in Rhode Island.

35. Westerly is promoting the Narragansett “Agricultural Science and Technology Program” to its students in its 2016-2017 Program of Studies distributed to students in Westerly. To go from Westerly to Narragansett High School, a student would practically have to drive by the agricultural science program at Chariho.

36. Other students from Jamestown, Exeter, North Kingstown, New Shoreham, South Kingstown, and West Greenwich will have the opportunity to choose to attend the career and technical centers in Narragansett and Westerly despite the capital investment in Chariho.

37. According to Commissioner Wagner, the noncompete clause in the CTC Agreement was not enforceable because it does not have an end date. Commissioner Wagner ignores the end date set forth in paragraph 1(d) of the CTC Agreement which posits that the noncompete clause remains in force so long as Chariho operates a CTC Center.

38. Commissioner Wagner has also stated that the CTC Agreement has never been in effect, notwithstanding the fact that RIDE has defended the validity of the CTC Agreement in this Court.

39. Commissioner Wagner has said that he could establish another career and technical center in South County, notwithstanding the remedy of unwinding the transfer of the Real Property from RIDE to Chariho as set forth in paragraph 3(a) of the CTC Agreement.

40. Unlike Commissioner Wagner, his staff has tried to avoid the CTC Agreement by invoking the Rhode Island Department of Education Regulations Governing Career and Technical Education in Rhode Island that the presence of “programs” in Westerly and

Narragansett does not mean that Westerly and Narragansett are operating “centers” as that term is used in the CTC Agreement. That argument fails because those regulations were not adopted until March 1, 2012, almost two years after the Board of Regents approved the CTC Agreement. Even under that definition of “center,” however, Westerly is operating a “Career and Technical Education Center” because it offers more than one career and technical education program. It further fails because the Narragansett “program”, according to Narragansett, is housed at its Agriculture Science and Technology Education Center.

COUNT I
(Declaratory Relief – Breach of Contract)

41. The allegations set forth in paragraphs 1 through 40 are incorporated herein.

42. The CTC Agreement is subject to a covenant of good faith and fair dealing on the part of both parties.

43. The CTC Agreement must also be interpreted in conjunction with the duty of the Council on Elementary and Secondary Education “[t]o promote maximum efficiency and economy in the delivery of elementary and secondary educational services in the state” as set forth in R.I. Gen. Laws § 16-6-4(14).

44. RIDE cannot circumvent the CTC Agreement by redefining the term “CTC Center” after the execution of the CTC Agreement by unilaterally declaring that the advanced manufacturing and cosmetology “programs” at Westerly High School are “programs” and do not constitute a “center.”

45. RIDE cannot circumvent the CTC Agreement by redefining the term “CTC Center” after the execution of the CTC Agreement by unilaterally declaring that the agricultural science “program” at Narragansett High School is a “program” and does not constitute a “center” even though it is referred to as a “center” by Narragansett.

46. Commissioner Wagner has no authority to unilaterally repudiate any agreement duly entered into on behalf of RIDE by his predecessor.

47. This Court should declare that:

- a. Notwithstanding Commissioner Wagner's repudiation of an agreement that his predecessor was duly authorized to enter into, the CTC Agreement is an enforceable agreement between RIDE and Chariho.
- b. By approving the advanced manufacturing and cosmetology programs in Westerly and the agriculture science program in Narragansett, RIDE, by and through Commissioner Wagner, has breached the CTC Agreement.
- c. RIDE's breach of the CTC Agreement violates the Council and Elementary and Secondary Education's duty under R.I. Gen. Laws §16-60-14(4) "[t]o promote the maximum efficiency and economy in the delivery of elementary and secondary educational services in the state."
- d. By breaching the CTC Agreement, the transfer of the Real Property and all of the financial liabilities associated with the Real Property to Chariho is void, and the title to the Real Property shall be vested in the Council on Elementary and Secondary Education.

COUNT II
(Injunctive Relief -- Breach of Contract)

48. The allegations set forth in paragraphs 1 through 47 are incorporated herein.

49. Chariho has no adequate remedy at law as RIDE is continuing to allow the agricultural science program at Narragansett High School and the advanced manufacturing and cosmetology programs to operate at Westerly High School in competition with the Chariho CTC.

50. The balancing of the equities weigh in favor of Chariho as the Commissioner of Education cannot be allowed to repudiate duly authorized contracts at his pleasure.

51. The balancing of the equities weigh in favor of Chariho in that Chariho has invested and plans to invest thousands of dollars in the Chariho CTC since it acquired title in reliance on the promises made by RIDE.

52. The public interest as set forth in R.I. Gen. Laws § 16-60-4(14) is not served by RIDE allowing two cosmetology programs to operate eleven (11) miles apart or two agricultural science programs to operate nineteen (19) miles apart.

53. The public interest is not served by the Commissioner of Education's disregard for the financial investment made by the people in the Chariho CTC that will continue to be the responsibility of Chariho after Commissioner Wagner has moved on.

54. This Court should grant Chariho a preliminary and permanent injunction restraining RIDE from:

- a. Approving the continued operation of any career and technical programs in Narragansett, New Shoreham, South Kingstown, and Westerly for so long as Chariho operates a career and technical center.
- b. Approving any new career and technical education programs in Narragansett, New Shoreham, South Kingstown, and Westerly for so long as Chariho operates a career and technical center.

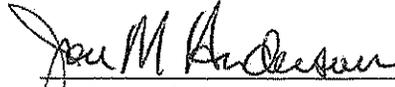
PRAYER FOR RELIEF

WHEREFORE, Chariho hereby prays that this Court:

1. Declare that:
 - a. The CTC Agreement is an enforceable agreement;
 - b. RIDE has breached the CTC Agreement;
 - c. RIDE's breach of the CTC Agreement violates the Council on Elementary and Secondary Education's duty "[t]o promote the maximum efficiency and economy in the delivery of elementary and secondary educational services in the state"; and
 - d. The transfer of the Real Property and all of the financial liabilities associated with the Real Property to Chariho is void, and the title to the Real Property shall be vested in the Council on Elementary and Secondary Education.
2. Preliminarily and permanently restrain RIDE from:
 - a. Approving the continued operation of any career and technical programs in Narragansett, New Shoreham, South Kingstown, or Westerly for so long as Chariho operates a career and technical center; and
 - b. Approving any new and career and technical education programs in Narragansett, New Shoreham, South Kingstown, or Westerly for so long as Chariho operates a career and technical center.
3. Award Chariho any other legal or equitable relief including, but not limited to, an award of attorneys' fees and costs that the Court deems just and appropriate.

CHARIHO REGIONAL SCHOOL DISTRICT

By its Attorneys,



Jon M. Anderson (#3946)
LOCKE LORD LLP
2800 Financial Plaza
Providence, RI 02903
(401) 274-9200
(401) 276-6611 (fax)
janderson@lockelord.com

Dated: August 3, 2016

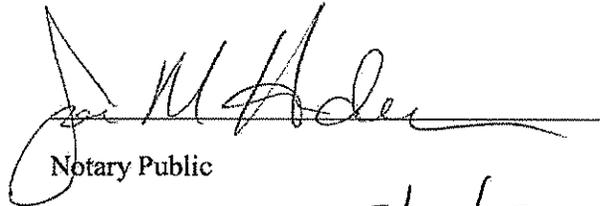
VERIFICATION

I, Barry J. Ricci, being duly sworn, depose and state that I have read the foregoing complaint and state that the matters contained therein are true and accurate to the best of my personal knowledge, except to matters stated upon information and belief, and I believe those matters to be true.



A handwritten signature in cursive script, appearing to read "Barry J. Ricci", is written over a solid horizontal line.

Subscribed and sworn to before me this 2^o th day of July, 2016.



A handwritten signature in cursive script, appearing to read "J. M. Adair", is written over a solid horizontal line.

Notary Public

My commission expires 3/30/18.

Case Number: WC-2016-0410
Filed in Washington County Superior Court
Submitted: 8/3/2016 2:09:12 PM
Envelope: 703699
Reviewer: Christine Feeney

EXHIBIT A

**AGREEMENT CONCERNING THE TRANSFER OF OWNERSHIP OF THE
CHARIHO CAREER AND TECHNICAL CENTER**

This Agreement is entered into this ____ day of March, 2010, by and between the Chariho Regional School District ("Chariho") and the State of Rhode Island and Providence Plantations, by and through the Rhode Island Department of Elementary and Secondary Education and the Rhode Island Department of Administration (collectively, "RIDE").

RECITALS

WHEREAS, pursuant to a deed dated July 16, 1966, the Chariho Regional High School District conveyed in fee simple a parcel of land and the improvements thereon on Switch Road in the town of Richmond to the State of Rhode Island for RIDE to use for "vocational purposes" (the "Real Property");

WHEREAS, as owner of the Real Property, RIDE is responsible for its care and upkeep;

WHEREAS, the Real Property is in need of capital repairs, and the Governor's FY 2009 Capital Budget has included one million six hundred thousand dollars (\$1,600,000) for those capital repairs, distributed as follows: FY 2010, \$500,000; FY 2011, \$700,000; and FY 2012, \$400,000;

WHEREAS, Chariho is the successor to the Chariho Regional High School District;

WHEREAS, Chariho now operates the Career and Technical Center ("CTC") on the Real Property even though RIDE has title to the Real Property;

WHEREAS, RIDE wishes to convey the Real Property to Chariho provided that Chariho continues to provide career and technical programs to students;

WHEREAS, the State Properties Committee must approve the transfer of real property from RIDE to Chariho pursuant to R.I. Gen. Laws § 37-7-5; and

WHEREAS, it is in the interest of all parties that the mutually agreed upon conditions pursuant to which RIDE transfers the Real Property to Chariho are set forth.

NOW, THEREFORE, it is agreed that:

1. Obligations of RIDE.
 - a. RIDE shall grant without recourse to Chariho the sum of one million six hundred thousand dollars (\$1,600,000) to be kept by Chariho in a restricted account and used exclusively by Chariho for capital projects identified by Chariho in its sole discretion at the Real Property or the parking lot adjacent to the CTC (the "Capital Projects") pursuant to the following schedule.

Within 30 days of execution	\$500,000
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July 15, 2010	\$700,000
July 15, 2011 _____	\$400,000

- b. Upon completion of the Capital Projects or on July 1, 2012, whichever first occurs, RIDE shall convey title to the Real Property free and clear of any encumbrances to Chariho by quitclaim deed, and Chariho shall forthwith record the deed, along with a copy of this Agreement, in the land evidence records of the town of Richmond. .
- c. RIDE shall indemnify and hold Chariho harmless for any and all claims for injury and/or damages due to conditions existing on the Real Property, provided, however, that such injury and/or damages have occurred prior to transfer of title and notice of such claim has been provided in writing to RIDE by Chariho.
- d. For so long as Chariho operates a career and technical center, RIDE warrants that it will not approve the establishment of any career and technical center in the towns of Charlestown, Hopkinton, Narragansett, New Shoreham, Richmond, South Kingstown, and Westerly (collectively, the "South County Communities").

2. Obligation of Chariho.

- a. Chariho warrants that the Capital Projects will be competitively bid in the manner required by the State Purchasing Act, R.I. Gen. Laws §§ 37-2-1, et. seq.
- b. Chariho warrants that it will take such steps as are reasonably necessary to accommodate any request by RIDE to audit the Capital Projects.
- c. On July 1, 2012, Chariho shall accept title to the Real Property, provided that RIDE shall retain the liability for any and all claims for injury and/or damages due to conditions existing on the Real Property, provided, however, that such injury and/or damages have occurred prior to transfer of title, and notice of such claim has been provided in writing to RIDE by Chariho.
- d. Nothing herein shall be deemed to obligate Chariho to use all or any specific part of the Real Property as a career and technical center, and nothing herein shall preclude Chariho from using all or any specific part of the Real Property for other educational purposes.
- e. As a condition of the State disbursing funds to Chariho for the Capital Projects, Chariho hereby agrees and covenants to defend, indemnify and hold forever harmless the State from and against all claims, causes of action, suits, losses, damages, liability and expenses, including, but in no way limited to,

the costs of suits and reasonable attorney's fees, to the extent they arise out of or are in any way related to the activities and operations in, upon, under and over the Capital Projects at the Real Property and/or Chariho's failure to perform any or all of the covenants of this Agreement required of Chariho to be performed hereunder and/or Chariho's failure to comply with any applicable federal, state or municipal law and/or regulation and Chariho's indemnification shall include, without limitation thereto, damage to property, personal injuries and bodily injury including death. Chariho hereby waives any right to recovery or offset against the State of the cost or payment of any such claims, causes of action, suits, losses, damages, liabilities, and expenses including the costs of suits and attorney's fees. Chariho shall give the State prompt and timely notice of any claim made or suit instituted against Chariho, the towns comprising the district and/or the State which in any way could result in indemnification hereunder. The State and Chariho shall have the right to participate in any compromise, or any defense of same, to the extent of their own interests hereunder.

3. Remedies.

- a. In the event that RIDE fails to perform the obligations set forth in paragraph one of this Agreement, this Agreement shall be terminated and of no force and effect and RIDE waives any and all claims, whether at law or in equity, to recover any funds expended or committed to Capital Projects.
- b. In the event that Chariho fails to perform the obligations set forth in paragraph two of this Agreement, Chariho agrees that RIDE will be irreparably harmed, that RIDE has no adequate remedy at law, and that injunctive relief compelling Chariho to perform is necessary.
- c. In the event of any dispute over the interpretation, construction or application of this Agreement, the parties agree that the Superior Court sitting in Washington County, and not a hearing officer appointed by the Commissioner of Education, shall have exclusive jurisdiction over any such matter.

4. Complete Agreement.

This Agreement represents the complete agreement of the parties and supersedes all prior agreements and communications. This Agreement may not be modified except by a writing signed by both parties.

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FOR THE STATE OF RHODE ISLAND



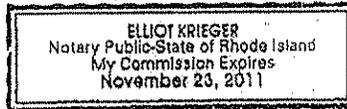
Deborah A. Gist, Commissioner
Department of Elementary and Secondary Education

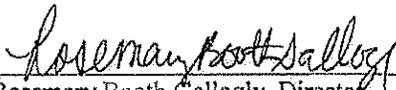
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 16th day of June ~~March~~ 2010, before me personally appeared Deborah A. Gist, to me known and known by me to be the Commissioner of Elementary and Secondary Education who executed the foregoing instrument and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Rhode Island Department of Elementary and Secondary Education.

 #6375

Notary Public
My Commission expires: 11/23/11

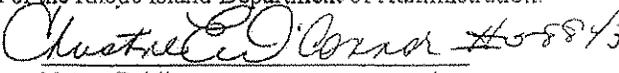




Rosemary Booth Gallogly, Director
Department of Administration

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 20th day of June ~~March~~ 2010, before me personally appeared Rosemary Booth Gallogly to me known and known by me to be the Director of the Department of Administration who executed the foregoing instrument and she acknowledged said instrument by her so executed to be her free act and deed in her said capacity and the free act and deed of the Rhode Island Department of Administration.

 #58843

Notary Public
My Commission expires: 8/25/2010

FOR THE CHARIHO REGIONAL SCHOOL DISTRICT

Holly Eaves
Holly Eaves
Chair, Chariho Regional School Committee

WASHINGTON COUNTY
STATE OF RHODE ISLAND

In Richmond on this 24th day of March, 2010, before me personally appeared Holly Eaves, to me known and known by me to be the Chair of the Chariho Regional School Committee who executed the foregoing instrument and she acknowledged said instrument by her so executed to be his free act and deed in her said capacity and the free act and deed of the Chariho Regional School Committee.

Anna A. Rhodes
Notary Public
My Commission expires: 9/24/13

H

STATE PROPERTIES COMMITTEE APPROVAL

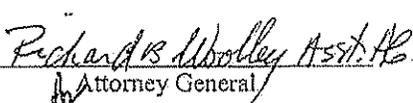
APPROVED: this 22nd day of June, A.D. 2010

By the State Properties Committee.

APPROVED AS TO TERMS
AND CONDITIONS:

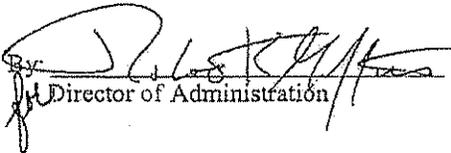
APPROVED AS TO FORM:

By: 
Chairman
State Properties Committee

By: 
Asst. Atty. Gen.
Attorney General

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

By: 
Director of Administration

By: _____
Public Member