

**CCSD BOARD OF TRUSTEES
AGENDA**
August 10, 2015
75 Calhoun St., Charleston, SC 29401
Business

I. EXECUTIVE SESSION 4:30 p.m.			
	1.1:	Legal Updates – Mr. John Emerson <i>-Pending Cases</i> <i>The Board will receive legal updates.</i>	Information/ Action
	1.2:	Student Transfer Appeals <i>The Board will consider student transfer appeals received July 21, 2015 – July 30, 2015.</i>	Action
	1.3:	Hiring Plan – Mr. Bill Briggman <i>The Board will discuss a Hiring Plan.</i>	Action
OPEN SESSION 5:15 p.m.			
II.	CALL TO ORDER, INVOCATION/MOMENT OF SILENCE, & PLEDGE of ALLEGIANCE		
III.	ADOPTION OF AGENDA		Action
IV.	APPROVAL OF MINUTES/EXECUTIVE SESSION AGENDA ITEMS		Action
	4.1:	A. Open Session Minutes of July 21, 2015 <i>The Board will vote on the open session minutes of July 21, 2015.</i>	Action
		B. Open Session Minutes of July 27, 2015 <i>The Board will vote on the open session minutes of July 27, 2015.</i>	Action
	4.2:	Executive Session Action Items of August 10, 2015 <i>The Board will consider a recommendation to approve executive session action items of August 10, 2015.</i>	Action
	4.3:	A. Financial Minutes of July 21, 2015 <i>The Board will consider a recommendation to approve the financial minutes of July 21, 2015.</i>	Action
		B. Financial Minutes of July 27, 2015 <i>The Board will consider a recommendation to approve the financial minutes of July 27, 2015.</i>	Action
V.	SPECIAL RECOGNITIONS (15 minutes) – Mrs. Erica Taylor, Executive Director of Strategy & Communications		Recognitions
		A. 2015 South Carolina Historic Preservation Honor Award	
		B. AIA South Carolina Merit Design Award	
VI	VISITORS, PUBLIC COMMUNICATIONS		
VII.	SUPERINTENDENT’S REPORT – Dr. Gerrita Postlewait – Superintendent of Schools		
VIII.	COMMITTEE REPORT(S)		
	8.1:	Audit & Finance Committee – Mr. Todd Garrett	
		A. Audit & Finance Committee Update <i>The Committee Chair will provide information and receive input from Board members.</i>	Information
		B. Extension of the Transportation Repair and Maintenance Contract - Mr. Michael Bobby, Chief Financial Officer for Capital Programs & Operations <i>The Board will consider a recommendation to approve a three month extension of the transportation repair and maintenance contract.</i>	Action
		C. Department of Personalized Learning Budget Item Approval - Mr. Michael Bobby, Chief Financial Officer for Capital Programs & Operations	Action

		<i>The Board will consider a recommendation to approve the budget for the Department of Personalized Learning.</i>	
		D. School Resource Officers Memorandums of Agreement for the 2015-2016 school year - Mr. Michael Bobby, Chief Financial Officer for Capital Programs & Operations <i>The Board will consider a recommendation to approve the SRO memorandums of agreement for 2015-2016.</i>	Action
	8.2:	Policy & Personnel Committee – Mr. Tripp Wiles	
		A. Policy Committee Update - Mr. Tripp Wiles <i>The Committee Chair will provide information and receive input from Board members.</i>	Information
	8.3:	Strategic Education Committee – Rev. Chris Collins	
		A. Strategic Education Committee Update – Rev. Chris Collins <i>The Committee Chair will provide information and receive input from Board members.</i>	Information
	8.4:	Other Committee Reports	
IX.	AD HOC COMMITTEE REPORTS		
X.	POTENTIAL CONSENT AGENDA ITEMS		
XI.	CAE UPDATE		
XII.	WRAP UP COMMENTS		
EXECUTIVE SESSION			
XIII.	13.1:	Contractual Matters <i>The Board will discuss Board-directed contractual matters.</i>	Information

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

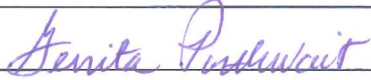
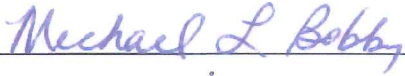

**Contracts, Procurement, Archive & Records
Board Agenda Item**

TO: Board of Trustees
FROM: Michael L. Bobby
DATE: August 10, 2015
SUBJECT: Extension of the Transportation Repair and Maintenance Contract

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve a three (3) month extension of the contract.

The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	
Wayne Wilcher Director, Contracts, Procurement, Archive & Records	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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8.18

Contracts, Procurement, Archive & Records
August 10, 2015

SUBJECT: Extension of the Transportation Repair and Maintenance Contract

BACKGROUND: Since March 2007 the District has utilized General Diesel to provide maintenance and repair on District owned student activity buses. The original contract was a one (1) year contract with four (4) option years, which expired June 30, 2015.

DISCUSSION: The District has a current requirement to repair and provide maintenance for student activity buses. This requirements needs to be completed by the start of school. The Contracts and Procurement Department was not informed of this requirement in a timely manner that would allow for these services to be solicited.

An extension of this contract will allow the repairs and maintenance work to begin now, which insures that the buses will be ready by the start of school. Staff intends to issue a solicitation in August to put a contract in place for the remainder of fiscal year 2016. The estimated cost of the services will be \$126,000, which is currently in the Transportation budget that was approved by the Board.

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve a three (3) month extension of the contract.

FUNDING SOURCE/COST: GOF/\$126,000

FUTURE FISCAL IMPACT: Annual Cost

DATA SOURCES: Beverly Brown, Curt Norman, and Wayne Wilcher

PREPARED BY: Wayne Wilcher, CPPO, CPPB

REVIEWED BY LEGAL SERVICES:

N/A

REVIEWED BY PROCUREMENT SERVICES:

N/A

ATTACHMENTS:

N/A

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County SCHOOL DISTRICT

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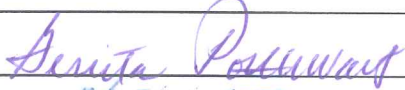

Department of Personalized Learning
BOARD AGENDA ITEM

TO: Board of Trustees
FROM: Michael L. Bobby
DATE: August 10, 2015
SUBJECT: Department of Personalized Learning Budget Item Approval

RECOMMENDATION: It is recommended that the Charleston County School District Board of Trustees approve the following budget items in support of the Department of Personalized Learning. All items will be funded through the Race to the Top-District grant.

The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Mr. Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	
Kristen Brittingham Director, Department of Personalized Learning	KB (Signed electronically)

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Department of Personalized Learning
August 10, 2015

SUBJECT: Department of Personalized Learning Budget Item Approval

BACKGROUND:

Vision 2016's goals and strategies are rooted in a firm belief that with the right supports, high expectations and effective teaching, every student can graduate from high school with the skills to succeed in college, the workforce, and life. In order to support this vision, CCSD was awarded one of 16 highly competitive national RTT-D grants, which focuses on personalizing learning for every student. With the support of this grant, the Department of Personalized Learning is currently serving 23 schools across Charleston County.

DISCUSSION:

Marzano Research Laboratory (MRL) CCSD will partner with MRL to conduct an evaluation of the work of the Department of Personalized Learning. MRL is an international leader in Personalized Learning and is one of the few companies with the capability to conduct a thorough evaluation of fidelity of implementation as well as the correlation to student achievement. In addition to the evaluation, MRL will also provide support, advising, and professional development to guide next steps based on the results of the evaluation.

Threeshapes Through Threeshapes, CCSD will purchase Educate which will serve as the Digital Learning Platform (DPL) and Learning Management System (LMS) for schools being supported through the Race to the Top-District grant. This platform will allow educators to easily track student performance by standard which will provide immediate and ongoing information on student progress to students, parents, and educators. Stakeholders will also have immediate and easy access to curriculum maps, learning resources, proficiency scales, and assessments. This platform will provide teachers with the tools needed to personalize learning for students and facilitate student ownership of learning.

Communities in Schools Personalized Learning helps support the needs of the whole child and in an effort to support our most at risk students, we are continuing our partnership with Communities in Schools (CIS). CIS is part of a national network of dropout prevention programs. CIS develops annual site plans that prioritize the needs and challenges of the school's population, identifies children most at risk, and matches each student with services of partner organizations, volunteers, and CIS staff.

RECOMMENDATION:

It is recommended that the Charleston County School District Board of Trustees approve the following budget items in support of the Department of Personalized Learning. All items will be funded through the Race to the Top-District grant.

Marzano Research Laboratories: \$383,465

Threeshapes: \$50,000

Communities in Schools: \$280,000

FUNDING SOURCE/COST:

Race to the Top-District Grant

FUTURE FISCAL IMPACT:

If the Threeshapes platform, Educate, proves successful, the District will need to seek alternative funding sources after the end of the Race to the Top grant.

DATA SOURCES:

Marzano Research Laboratory proposal
Threeshapes proposal
Communities in Schools proposal

PREPARED BY:

Kristen Brittingham

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Yes

ATTACHMENTS

Marzano Research Laboratory proposal
Threeshapes proposal
Communities in Schools proposal



Estimate

Address
Elaine Berry Charleston County School District 75 Calhoun St. Charleston, SC 29401 USA

Accepted By

Accepted Date

Communities In Schools of the Charleston Area
Scope of Work in 22 CCSD Title I Schools
2015-2016

"The Communities In Schools (CIS) Student Support Program is designed to address both risk factors and protective factors that influence a child's decision to stay in school. CIS Student Support Specialists will be implementing the CIS program within CCSD Title I schools, working with school administrators, counselors, and teachers to identify and surround at-risk children with support services, thereby providing greater opportunities for academic success. These children, at the highest risk for not completing high school, are case-managed and offered a blanket of scientifically proven protective services to counter the risk factors they may face. CIS provides academic support and enrichment to help these students reengage in school and improve their academic performance."

CIS helps equip vulnerable students with the tools and skills for success through the integrated provision of direct services and community resources, engaging parents with their student's performance as much as possible. Using this model, the organization will undertake the following activities in the 2015-2016 academic year in the Title I schools to be served:

1. Place one or more Student Support Specialists in each of 22 Charleston County K-12 Title I public schools (August 2015); these schools/programs are:

•	Angel Oak
•	Burke MHS
•	Burns ES
•	Chicora ES
•	Clark Academy
•	Frierson ES (.5)
•	Garrett Academy of Technology
•	Goodwin ES
•	Haut Gap MS
•	Lambs ES
•	Lincoln MHS (.5)
•	Mary Ford ES
•	Memminger ES
•	Mitchell ES
•	Mt. Zion ES (.5)
•	North Charleston ES
•	North Charleston HS
•	Pepperhill ES
•	Sanders-Clyde
•	St. John's HS
•	Stall HS
•	Zucker MS

2. Conduct needs assessments in collaboration with the schools' leadership/Core teams to determine the challenges/needs of each school – August/September 2015
3. Develop comprehensive site operation plans that are designed to address identified and prioritized needs – September/October 2015; this process includes the determination of strategies to counteract the academic achievement gaps and the social/environmental threats affecting at-risk students at these schools and the identification of the available community resources that can help these students and their families, keeping them on track to graduation (ongoing throughout the year)
4. Work with the Core Teams at each school to identify students from the school's population who would benefit from more intensive, case-managed activities with the Student Support Specialists; develop a case plan with measurable goals for these students; engage parents in this process (securing signed agreements for their child's participation) – ongoing until caseload filled, or as vacancies occur
5. Deliver evidence-based services (broad-based Level 1 and targeted Level 2 services) to approximately 12,500 Level 1 and 1,250 Level 2 students – August 2015-June 2016

Level 1 – Level 1 services and resources are widely available to any student at the school. They are primarily short-term interventions that may take a few hours or days to accomplish. The Student Support Specialists provide or broker these services as needed, making them available to any member of the school's population. Examples of Level 1 offerings include school uniforms/clothing, food for the weekend, school supplies, school-wide assemblies on critical topics, special events, career fairs, field trips, health screenings, service-learning projects, life skills classes, family financial assistance, and grief counseling.

Level 2 – Level 2 students are identified as having a higher risk of dropping out due to a number of risk factors in their lives. They are case-managed by CIS Student Support Specialists and receive more than one CIS service or resource weekly. Needs assessments are completed with the parents/guardians of students recommended for Level 2 services, and case plans are developed with the students. In addition to coordinating the resources of external providers, CIS staff provide these students with direct services that may include mentoring, tutoring, life skills lessons, goal setting, crisis intervention, home visits, and progress monitoring (tracking grade-level promotions, graduation rates, subject grades, school attendance, and behavior). These comprehensive services are offered primarily within the school and have a daily and direct impact on students.

- 6) Monitor and adjust plans as needed -- Quarterly
- 7) Evaluate effectiveness in achieving school and student goals – June/July 2016

The CIS Student Support Program supports the Charleston County School District's goals to:

- Elevate the achievement of all students
- Close the achievement gap between groups of students
- Boost the graduation rate

- 8) Report progress to school leadership, families, CIS local and national organizations, and other stakeholders – July/August 2016

By facilitating an integrated system, CIS is able to place services where they are most needed, supporting students and their families holistically and avoiding gaps or duplication. In addition to the Charleston County School District, other partner agencies include: Trident United Way, City of Charleston, MUSC, Charleston Dorchester Mental Health, City of North Charleston, Wings for Kids, Tri-County Family Ministries, Dee Norton Lowcountry Children's Center, Trident United Way, Big Brothers/Big Sisters, SC Campaign to Prevent Teen Pregnancy, Lowcountry Food Bank, Junior Achievement, Be a Mentor, Charleston Volunteers for Literacy, Reading Partners, Charleston Promise Neighborhood, Goodwill, Charleston Basket Brigade, Teacher's Supply Closet, The Junior League of Charleston, Kiawah Cares, Angels for Education, Rotary of Charleston, and various community and church groups.



CIS - CHARLESTON
CCSD Anticipated Funding Summary
2015-2016 School Year

SOURCES INSIDE EACH SCHOOL

School	Source	Amount	Total
Burns	State Priority Funds		18,000.00
Chicora	Title 1		8,000.00
Mary Ford	EIA		5,000.00
Memmlinger	Title 1		18,000.00
N Charleston ES	Title 1		5,000.00
Sanders-Clyde	Title1		16,200.00
Pepperhill	Title 1		35,850.00
Haut Gap	Title 1	20,000.00	
	Rural	15,000.00	35,000.00
Zucker	Title 1		40,000.00
Clark	GOF		60,000.00
Lincoln	Title 1		20,000.00
Stall	Title1		80,000.00

TOTAL FROM INSIDE CCSD 341,050.00

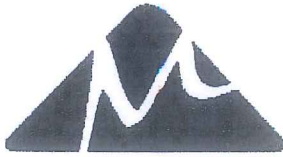
FEDERAL GRANTS PASSING THRU THE DISTRICT

Gear-Up Grant		130,000.00
Burke	2 sites funded and 2 sites provided in-kind	
Garrett		
N Charleston HS		
Stall		

Race to the Top Grant		280,000.00
Angel Oak	70,000.00	Amount per School
Frierson	35,000.00	
Lambs	70,000.00	
Mitchell	35,000.00	
Mt Zion	35,000.00	
Pepperhill	35,000.00	

410,000.00

751,050.00



MARZANO Research
12577 E. Caley Ave
Centennial, CO 80111
marzanoresearch.com 888.849.0851

July 20, 2015

Dr. Kristen Brittingham
Director of Personalized Learning
Charleston County School District (CCSD)
75 Calhoun Street
Charleston, SC 29401

RE: Quote for External Evaluation of CCSD's Competency Based System

Dear Dr. Brittingham,

Marzano Research is pleased to submit this quote for an external evaluation of CCSD's competency based system.

Period of services: August 1, 2015–June 30, 2016

Services: Marzano Research will analyze and report on existing Reinventing Schools Organizational Site Visit (OSV) data, student achievement data, and classroom implementation data. The evaluation will also include case studies of selected students and revision of existing student and teacher surveys.

Cost: \$50,000 inclusive

We look forward to working with you on this project.

Sincerely,

Jennifer S. Norford
Vice President, Development and Innovation



MARZANO Research
12577 E. Caley Ave
Centennial, CO 80111
marzanoresearch.com 888.849.0851

July 20, 2015

Dr. Kristen Brittingham
Director of Personalized Learning
Charleston County School District (CCSD)
75 Calhoun Street
Charleston, SC 29401

RE: Consulting Related to CCSD's Competency Based System

Dear Dr. Brittingham,

Marzano Research is pleased to submit this quote for consulting related to CCSD's competency based system.

Period of services: August 1, 2015–June 30, 2016

Services: Consulting services will include up to five (5) days to include Dr. Robert Marzano conducting the following:

1. Meet with Superintendent Gerrita Postlewait, senior leaders, and CCSD Personalized Learning Team (onsite CCSD) [\$4,500]
2. Meet with the South Carolina Superintendent of Education to discuss policy and other issues (in South Carolina) [\$4,500]
3. Meet with CCSD Personalized Learning Team 1-2 times (in Denver) [\$1,500 per meeting x 2 = \$3,000]
4. Present at Charleston Educator's Symposium during the summer leadership conference (onsite CCSD) [\$4,500]

Cost: \$16,500 inclusive (billed by activity)

We look forward to working with you on this project.

Sincerely,

Jennifer S. Norford
Vice President, Development and Innovation



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 303-694-1778 | www.marzanoresearch.com



EDUCATIONAL SERVICES CONTRACT

Effective July 1, 2015, Charleston County School District ("Client") and Marzano Research LLC ("Marzano Research") agree that the Reinventing Schools Division at Marzano Research will provide ORGANIZATIONAL SITE VISITS in exchange for \$113,465.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research will provide Organizational Site Visits to Charleston County School District. See "Exhibit A" for a description of services.
1. **Compensation:** Immediately upon entering the contract, Client will provide Marzano Research with a purchase order for \$13,465.00, the maximum amount allowed under this contract. Marzano Research will invoice Client monthly for all services or deliverables completed in the preceding month. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month.
- 2.
3. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this agreement. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.
4. **Termination:** Either party may terminate this Contract upon 30 days' notice to the other party. In the event of termination, Marzano Research will cease all services, transfer to Client all deliverables whether complete or incomplete, and invoice Client for the remaining balance due for services rendered prior to termination.
5. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.
6. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles.

Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

7. **Nature of Contract:** Client is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
8. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.
9. **Intellectual Property:** Because the scope of work to be produced pursuant to the performance of this contract will substantially incorporate pre-existing intellectual property developed, copyrighted and owned by Marzano Research LLC, such pre-existing intellectual property shall NOT be considered work-for-hire and shall NOT become the property of the District.
 - a. Such pre-existing intellectual property includes, but is not limited to:
 - i. Items found in any and all of Marzano Research copyrighted materials, including, but not limited to, Formative Assessment and Standards-Based Grading book and associated materials; the Marzano High Reliability Schools framework, model, and approach, and associated materials; the Reinventing Schools framework and approach, and associated materials; and any other copyrighted pre-existing materials;
 - ii. Other Marzano Research knowledge, skills, methodologies, evaluations, routines, processes, analyses, theories, models publications, and research; and
 - iii. Any and all derivative works based on the content contemplated by subparagraphs i and ii above.
 - b. Pursuant to the Scope of Work, Marzano Research grants the District the right to refine, adapt, and modify tools and materials presented to the District in trainings and as deliverables, unless otherwise noted on said tools and materials, so long as the District:
 - i. Provides appropriate credit to Marzano Research for the original works from which derivatives were created;
 - ii. Uses the derivative materials solely within the District; and
 - iii. Does not attempt to distribute, sell, or otherwise profit from the original works and any derivative materials.

- c. Marzano Research and/or the District may publish scholarly work(s) derived from the work undertaken in connection with this contract.

This Contract is acknowledged and accepted by Client and Marzano Research:

Charleston County School District
Attn: Kristen Brittingham & Wayne Wilcher
3999 Bridge View Drive
Charleston, SC 29405
(843) 324-2753
kristen_brittingham@charleston.k12.sc.us
wayne_wilcher@charleston.k12.sc.us

Marzano Research, Reinventing Schools Div.
Attn: Rachel Tolman, Business Manager
12577 East Caley Avenue
Centennial, CO 80111
(907) 357-9080
rtolman@reinventingschools.org

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: **Rick Schreiber**
Title: **Exec. Dir., Reinventing Schools Div.**
Date: _____

By: _____
Name: **Jennifer Norford**
Title: **V.P. of Development & Innovation**
Date: _____

Exhibit A

Description of Services for Charleston County School District

Deliverable 1: Organizational Site Visits

Cost: \$113,465; 38 Units @ \$2,985.92

Date: 19 Units in December 2015 & 19 Units in April 2016

Description: The Reinventing School Division of Marzano Research will provide onsite external evaluations to determine progress toward the implementation of the Organizational Self-Assessment Tool (OSAT) from an objective perspective using the Marzano Research, Reinventing Schools Division, formal site visit process. A trained team from our organization will ask questions of different stakeholder groups at the district and school levels to help the organization identify opportunities for improvement and measure success of predetermined goals. Formal feedback reports will be issued to each school.

TOTAL CONTRACT AMOUNT: \$113,465.00



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p. 303-766-9199 | f. 303-694-1778 | www.marzanoresearch.com



EDUCATIONAL SERVICES CONTRACT

Effective July 1, 2015, Charleston County School District ("Client") and Marzano Research LLC ("Marzano Research") agree that the Reinventing Schools Division at Marzano Research will provide EMBEDDED COACHING services in exchange for \$200,000.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research will provide Onsite Embedded Coaching services to Charleston County School District. See "Exhibit A" for a description of services.
2. **Compensation:** Marzano Research will invoice Client per Client's request for the \$200,000 in compensation for this agreement under existing purchase order #1502405. This service is required to be prepaid in (3) separate installments due to the nature of onsite expenses, which include housing and vehicle expenses for the embedded coach. The 1st payment will be invoiced on August 1, 2015, for \$75,000. The 2nd payment will be invoiced on November 1, 2015, for \$62,500. The 3rd payment will be invoiced on March 1, 2016, for \$62,500.
3. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this agreement. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.
4. **Termination:** Either party may terminate this Contract upon 30 days' notice to the other party. In the event of termination, Marzano Research will cease all services, transfer to Client all deliverables whether complete or incomplete, and invoice Client for the remaining balance due for services rendered prior to termination.
5. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.
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Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

7. **Nature of Contract:** Client is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
8. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.
9. **Intellectual Property:** Because the scope of work to be produced pursuant to the performance of this contract will substantially incorporate pre-existing intellectual property developed, copyrighted and owned by Marzano Research LLC, such pre-existing intellectual property shall NOT be considered work-for-hire and shall NOT become the property of the District.
 - a. Such pre-existing intellectual property includes, but is not limited to:
 - i. Items found in any and all of Marzano Research copyrighted materials, including, but not limited to, Formative Assessment and Standards-Based Grading book and associated materials; the Marzano High Reliability Schools framework, model, and approach, and associated materials; the Reinventing Schools framework and approach, and associated materials; and any other copyrighted pre-existing materials;
 - ii. Other Marzano Research knowledge, skills, methodologies, evaluations, routines, processes, analyses, theories, models publications, and research; and
 - iii. Any and all derivative works based on the content contemplated by subparagraphs i and ii above.
 - b. Pursuant to the Scope of Work, Marzano Research grants the District the right to refine, adapt, and modify tools and materials presented to the District in trainings and as deliverables, unless otherwise noted on said tools and materials, so long as the District:
 - i. Provides appropriate credit to Marzano Research for the original works from which derivatives were created;
 - ii. Uses the derivative materials solely within the District; and
 - iii. Does not attempt to distribute, sell, or otherwise profit from the original works and any derivative materials.

- c. Marzano Research and/or the District may publish scholarly work(s) derived from the work undertaken in connection with this contract.

This Contract is acknowledged and accepted by Client and Marzano Research:

Charleston County School District
Attn: Kristen Brittingham & Wayne Wilcher
3999 Bridge View Drive
Charleston, SC 29405
(843) 324-2753
kristen_brittingham@charleston.k12.sc.us
wayne_wilcher@charleston.k12.sc.us

Marzano Research, Reinventing Schools Div.
Attn: Rachel Tolman, Business Manager
12577 East Caley Avenue
Centennial, CO 80111
(907) 357-9080
rtolman@reinventingschools.org

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Rick Schreiber
Title: Exec. Dir., Reinventing Schools Div.
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Description of Services for Charleston County School District

Deliverable 1: Embedded Coaching Support

Cost: \$200,000

Date: August 1, 2015, to June 30, 2016

Description: The Reinventing School Division of Marzano Research will provide Onsite Embedded Coaching Support to Charleston County School District. Rebecca Mestaz will be the onsite provider. Contract will provide 180 onsite support days for the period dated above.

Summary of On-Site Duties: Onsite duties will include on-going coaching for the Department of Personalized Learning, Personalized Learning Coaches, Teachers, and Administration.

Specific Areas of Focus & Implementation: To include: Strategic Planning; Implementation of Personalized Learning; Competency-Based Education; Digital Learning Platform/Learning Management System (selection, use & training); Curriculum, Proficiency Scales, Assessments, Instruction, and Student Learning Data; Classroom Follow-Up Visit Coaching; Teacher/Coach/Leadership Support; Organization of Site Visits to Including Planning, Implementation, and Data Review; Accelerated Implementation School Support at Pepperhill and Stall High School; and Professional Development for Leadership.

Coaching the Trainers: To include: Classroom Design & Delivery, Instructional Strategies, and Instructional Design.

Expenses Included Within Contract: Costs for housing for Embedded Coach (apartment, phone/internet, utilities, furniture rental), mileage, car, and transportation between work site and home base each month (Charleston, SC to Lindsay, CA). These costs will be paid for directly by Marzano Research and will not be 'in addition to' the \$200,000 cost of this agreement.

TOTAL CONTRACT AMOUNT: \$200,000.00

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

**Security and Emergency Management
BOARD AGENDA ITEM**

TO: Board of Trustees
FROM: Michael L. Bobby
DATE: August 10, 2015
SUBJECT: School Resource Officers Memorandums of Agreement for the 2015-2016 school year

RECOMMENDATION: It is recommended that the Board of Trustees approve the agreements with the Charleston County Sheriff's Office, City of Charleston, City of North Charleston, and Town of Mount Pleasant for the School Resource Officer Program for the 2015-2016 school year.

The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	<i>Gerrita Postlewait</i>
Michael Bobby Chief Financial Officer for Capital Programs & Operations	<i>Michael L. Bobby</i>
William J. Scott Director of Security and Emergency Management	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Security and Emergency Management
August 10, 2015

SUBJECT:

Agreements for the 2015-2016 School Resource Officer Program

BACKGROUND:

For approximately the past sixteen (16) years, the Charleston County School District has had an agreement with four (4) law enforcement agencies to provide School Resource Officers (SROs) to Middle and High Schools within their jurisdiction.

For the four (4) Public Safety agencies in this action item, there are 40 SROs and a specialized team serving schools within the City of Charleston with 19 Officers. The approximated total cost of this program is \$4.5 million, (\$55,000 average salary per officer for 10 months, plus benefits and equipment) for 40 SROs, 19 School Specialized Officers and 5 Supervisors.

DISCUSSION:

School Resource Officers are critical members of our team for maintaining a safe and secure school environment. Following the tragic Newtown, CT incident the Charleston County School District along with our Public Safety Partners took a critical view of what assets we had in place and how we make improvements. Each Public Safety Agency came up with a different plan on how to deal with Elementary Schools in their jurisdiction. The City of North Charleston's plan is to have an SRO at each school within their jurisdiction. The Town of Mount Pleasant has added an addition SRO with supervisory authority to work with all of the Elementary Schools within their jurisdiction. The City of Charleston added a team of 19 Officers to work with our Elementary Schools and all of the private schools within their jurisdiction. There were no changes at the Sheriff's Office. All of these changes and additions were funded by the Public Safety Agencies.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreements with the Charleston County Sheriff's Office, City of Charleston, City of North Charleston, and Town of Mount Pleasant for the School Resource Officer Program for the 2015-2016 school year.

FUNDING SOURCE/COST:

\$681,000 available in the 2015-2016 GOF budget, Security and Emergency Management.

AGREEMENT BETWEEN

The Charleston County School District

And

The Charleston County Sheriff's Office

For

The School Resource Officer Program, 2015-2016 School Year

I. Rights and Duties of the Sheriff

The **Charleston County Sheriff's Office** (hereinafter referred to as **CCSO**) shall provide School Resource Officers (hereinafter referred to as "**SRO**") as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. **CCSO** shall assign one regularly employed deputy to each of the following schools.

(1 SRO provided) Lincoln High School (1 funded by CCSD)

(1 SRO provided) Baptist Hill High School (1 funded by CCSD)

(1 SRO provided) Clarke Academy (1 funded by CCSD)

(1 SRO provided) Fort Johnson Middle School (1 funded by CCSO)

The CCSD shall fund three (3) Deputies at the rate of \$34,500 per Deputy.

2. The **CCSO** shall assign a full-time supervisor during the regular school year to oversee the Deputies assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the **Sheriff** and the Superintendent of the Charleston County School District, **SROs** may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the **Charleston County Sheriff's Office**.

4. The **CCSO** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.). The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the **CCSO**.
2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the **Sheriff** or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of **SROs** in the schools:
 - a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.
 - b. The **SRO** shall act in the capacity of law enforcement officer, teacher and counselor for Public safety classes.
2. Additional duties and responsibilities of all **SROs**:
 - a. The **SRO** shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek permission, advice and guidance prior to enactment.
 - b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the Charleston County School District Facility Security and Emergency Preparedness Office and the Charleston County Sheriff's Office.
 - c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

- d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.
- e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.
- g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.
- h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.
- i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.
- k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.
- l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the SRO shall assist the school until the problem is solved.
- m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.
- n. In cases of contested expulsions, the **SRO** will provide case information or testimony to the Superintendent or her designee,

and upon the request of the Superintendent or her designee, testimony at the hearing.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Sheriff** or his designee, an **SRO** may accompany his/her school to events outside of the **County of Charleston and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12.

b. When the **SRO** works outside of the normal weekly work school hours, which includes but is not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate determined by **CCSO** Policy, and in effect upon execution of this agreement.

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **CCSO** in keeping our schools safe and orderly.

The **CCSO** in conjunction with the Charleston County School District shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. This means that the **SRO** will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The **SRO** shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **CCSO** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the **SROs** activities.

III. Rights and Duties of the School District

The School District shall provide the **SRO** of each high school and middle school with the following materials and facilities, which are deemed necessary to the performance of the **SROs** duties.

A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the **SRO** will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The CCSO shall be responsible for the recruiting of SROs. The CCSO and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs who shall serve at the pleasure of the Sheriff and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Sheriff or his designee of the Principal's concerns. If the Sheriff desires, the Superintendent and the Sheriff or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Sheriff, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The CCSO may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in the case of absences by an SRO, the Sheriff shall provide a temporary replacement for the SRO immediately and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The SROs of the CCSO shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it relates to the Family Educational Rights and Privacy Act (FERPA)

VII. Special Resources

The Associate Superintendent or his/her designee may request the Sheriff provide assistance to the CCSD from specialized resources within the Sheriff's Office (K-9, EOD, helicopter etc.). Upon approval of the Sheriff, units and resources will be made available to the CCSD in accordance with CCSO policies and procedures.

VIII. Good Faith

The School District, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

**FOR THE CHARLESTON COUNTY
SHERIFF'S OFFICE:**

Gerrita Postlewait, Superintendent

Al Cannon, Sheriff

Dated: _____

Dated: _____

AGREEMENT BETWEEN

The Charleston County School District

And

City of Charleston Police Department

For

The School Resource Officer Program, 2015-2016 School Year

I. Rights and Duties of the Chief of Police

The **Chief of Police** shall provide School Resource Officers (hereinafter referred to as “SRO”) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. The **Chief of Police** shall assign one regularly employed police officer to each of the following schools.

(1 SRO provided) Burke High School (funded by CCSD)

(2 SROs provided) West Ashley High School (2 funded by CCSD)

(1 SRO provided) St. John’s High School (funded by CCSD)

(1 SRO provided) C.E. Williams Middle (funded by CCSD)

(1 SRO provided) Haut Gap Middle (funded by CCSD)

(1 SRO provided) West Ashley Middle School (funded by Chas City PD)

(1 SRO provided) James Island Middle School (funded by Chas City PD)

(1 SRO provided) Burke Middle School (funded by Chas City PD)

The CCSD shall fund six (6) officers at the rate of \$34,500 per officer.

2. The **Chief of Police** shall assign the respective team commander or his designee during the regular school year to oversee the Police Officers assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the **Chief of Police** and the Superintendent of the Charleston County School District, **SROs** may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the **Charleston City Police Department**.

4. The **Chief of Police** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the Chief of Police or his designee, and shall be the subject of a separate agreement.

2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs in the City of Charleston that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of **SROs** in the schools:

a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.

b. The **SRO** shall act in the capacity of law enforcement officer, teacher and counselor for Public safety classes.

2. Additional duties and responsibilities of all **SROs**:

a. The **SRO** shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.

b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This

information will be kept for review by the Charleston County School District Facility Security and Emergency Preparedness Office and the **Charleston City Police Department**.

c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.

e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.

g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.

i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.

j. The **SRO** shall give assistance to other police officers and deputies in matters regarding his/her school assignment whenever necessary. The **SRO** shall, whenever possible, participate in school functions as they relate to the duties of the **SRO**.

k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.

l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the **SRO** shall assist the school until the problem is solved.

m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.

n. In cases of contested expulsions, the **SRO** will provide case information or testimony to the Superintendent or her designee, and upon the request of the Superintendent or her designee, testimony at the hearing, unless such testimony could hinder a criminal prosecution.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Chief of Police** or his designee, an **SRO** may accompany his/her school to events outside of the **City of Charleston and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the **SRO** in his or her official capacity, accompany his/her school to events outside the state of South Carolina.

b. When the **SRO** works outside of the normal weekly school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate, at time and a half, determined by **Charleston City Police Department** Policy, and in effect upon execution of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the Director of Security and Emergency Management. (This subsection does not apply to off-duty services that may be provided by individual officers.)

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **Charleston City Police Department** in keeping our schools safe and orderly.

The **Charleston City Police Department** in conjunction with the Charleston County School District shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **Charleston City Police Department** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the SROs activities.

III. Rights and Duties of the School District

The School District shall provide the **SRO** of each high school and middle school with the following materials and facilities, which are deemed necessary to the performance of the **SROs** duties.

- A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the **SRO** will have access to this office.
- B. A location for files and records, which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The **Charleston City Police Department** shall be responsible for the recruiting of **SROs**. The **Charleston City Police Department** and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating **SROs** and making recommendations to the Chief of Police for hiring. The **SROs** shall serve at the pleasure of the Chief of Police and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Superintendent and the Chief of Police or their designees, shall meet

with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The **Chief of Police** may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the **Charleston City Police Department**.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in the case of absences by an SRO, the **Chief of Police** shall provide a temporary replacement for the SRO as soon as possible within 5 working days, and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The SROs of the **Charleston City Police Department** shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

Principals can request K-9 search assistance from the Charleston City Police Department with the approval of their Associate Superintendent. CCSD and CCPD Policy and approved procedures must be followed.

VIII. Good Faith

The School District, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

VII. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

FOR THE CITY OF CHARLESTON:

Gerrita Postlewait, Superintendent

Joseph P. Riley, Mayor

Dated: _____

Dated: _____

AGREEMENT BETWEEN

**The Charleston County School District
And**

**The Mount Pleasant Police Department
For**

The School Resource Officer Program, 2015-2016 School Year

I. Rights and Duties of the Chief of Police

The **Chief of Police** shall provide School Resource Officers (hereinafter referred to as “SRO”) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. The **Chief of Police** shall assign one regularly employed police officer to each of the following schools.

(3 SROs provided) Wando High School (2 funded by CCSD; 1 funded by MPPD)

(1 SRO provided) Cario Middle School (1 funded by CCSD)

(1 SRO provided) Laing Middle School (1 funded by MPPD)

(1 SRO provided) Moultrie Middle School (1 funded by MPPD)

The CCSD shall fund three (3) officers at the rate of \$34,500 per officer.

2. The **Chief of Police** shall assign a full-time supervisor during the regular school year to oversee the Police Officers assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the **Chief of Police** and the Superintendent of the Charleston County School District, SROs may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the **Mount Pleasant Police Department**.

4. The **Chief of Police** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the Chief of Police.
2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of SROs in the schools:

- a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.
- b. The **SRO** shall act in the capacity of law enforcement officer, teacher and counselor for Public safety classes.

2. Additional duties and responsibilities of all SROs:

- a. The **SRO** shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek permission, advice and guidance prior to enactment.
- b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the Charleston County School District Facility Security and Emergency Preparedness Office and the **Mount Pleasant Police Department**.
- c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

- d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.
- e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.
- g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.
- h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.
- i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.
- k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.
- l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the **SRO** shall assist the school until the problem is solved.
- m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.
- n. In cases of contested expulsions, the **SRO** will provide case information or testimony to the Superintendent or her designee,

and upon the request of the Superintendent or her designee, testimony at the hearing.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Chief of Police** or his designee, an **SRO** may accompany his/her school to events outside of the **Town of Mount Pleasant and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12.

b. When the **SRO** works outside of the normal weekly work school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate determined by **Mount Pleasant Police Department** Policy, and in effect upon execution of this agreement.

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **Mount Pleasant Police Department** in keeping our schools safe and orderly.

The **Mount Pleasant Police Department** in conjunction with the Charleston County School District shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **Mount Pleasant Police Department** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the SROs activities.

III. Rights and Duties of the School District

The School District shall provide the **SRO** of each high school and middle school with the following materials and facilities, which are deemed necessary to the performance of the **SROs** duties.

A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the **SRO** will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The Mount Pleasant Police Department shall be responsible for the recruiting of SROs. The Mount Pleasant Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs who shall serve at the pleasure of the Chief of Police and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Superintendent and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The Chief of Police may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the Mount Pleasant Police Department.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in the case of absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO immediately and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The SROs of the Mount Pleasant Police Department shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it relates to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

Principals can request K-9 search assistance from the Mount Pleasant Police Department with the approval of their Associate Superintendent. CCSD and MPPD policy and approved procedures must be followed.

VIII. Good Faith

The School District, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

**FOR THE TOWN OF MOUNT
PLEASANT:**

Gerrita Postlewait, Superintendent

Eric DeMoura, Town Administrator

Dated: _____

Dated: _____

Carl Ritchie, Chief of Police

Dated: _____

AGREEMENT BETWEEN

**The Charleston County School District
And
The City of North Charleston
And City of North Charleston Police Department
For
The School Resource Officer Program, 2015-2016 School Year**

I. Rights and Duties of the Chief of Police

The **Chief of Police** shall provide School Resource Officers (hereinafter referred to as “**SRO**”) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. **The Chief of Police** shall assign one regularly employed police officer to each of the following schools.

(1 SRO provided) Academic Magnet High School /School of Arts(funded by CCSD)

(1 SRO provided) North Charleston High School (funded by CCSD)

(2 SROs provided) Stall High School (2 funded by CCSD)

(1 SRO provided) Garrett High School (funded by CCSD)

(1 SRO provided) Jenkins Academy (funded by NCPD)

(1 SRO provided) Liberty Hill Academy (funded by CCSD)

(1 SRO provided) Military Magnet Middle/High (funded by CCSD)

(1 SRO provided) Northwoods Middle (funded by NCPD)

(1 SRO provided) Morningside Middle (funded by NCPD)

(1 SRO provided) Zucker Middle (funded by NCPD)

The CCSD shall fund six (6) officers at the rate of \$34,500 per officer.

The CCSD shall fund one (1) officer at the rate of \$60,000. The City of North Charleston will fund the remaining SRO positions.

2. **The Chief of Police** shall assign a full-time supervisor during the regular school year to oversee the Police Officers assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the **Chief of Police** and the Superintendent of the Charleston County School District, SROs may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the **North Charleston Police Department**.

Elementary Schools in the City of North Charleston are as follows:
AC Corcoran ES, Burns ES, Chicora ES, Dunston ES, Goodwin ES, Hunley Park ES, Hursey ES, Lambs ES, Mary Ford ES, Meeting Street Academy at Brentwood, Midland Park ES, North Charleston ES, North Charleston Creative Arts ES, Pepperhill ES, and Pinehurst ES.

4. The **Chief of Police** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the Chief of Police.

2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of **SROs** in the schools:

- a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.
- b. The **SRO** shall act as a teacher and counselor for Public safety classes, in the capacity of law enforcement officer.

2. Additional duties and responsibilities of all **SROs**:

- a. The **SRO** shall coordinate all of his/her presentations and programs with the Principal and staff members concerned. The **SRO** will keep the Principal and **SRO** Supervisor informed of his/her campus activities or police department obligations.

- b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the Charleston County School District Office of Security and Emergency Management and the North Charleston Police Department.
- c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.
- d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.
- e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.
- g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.
- h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.
- i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.
- k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.
- l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for

regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the SRO shall assist the school until the problem is solved.

m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.

n. If it is determined the incident warrants the juvenile be charged with a minor or status offense, the NCPD School Resource Officers will contact the Juvenile Diversion Officer/ Juvenile Advocate and arrange for the Diversion Officer or Advocate for further interview.

o. In cases of contested expulsions, the **SRO** will provide any reported violations of State law or City ordinances and related testimony to the Superintendent or her designee. Upon the request of the Superintendent or her designee, the SRO will provide testimony of the law or ordinance violations at the hearing.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Chief of Police** or his designee, an **SRO** may accompany his/her school to events outside of the **City of North Charleston** and **within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12.

b. When the **SRO** works outside of the normal weekly work school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate determined by **North Charleston Police Department** Policy, and in effect upon execution of this agreement.

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **North Charleston Police Department** in keeping our schools safe and orderly.

The **North Charleston Police Department**, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. An integral role of the SRO is to build relationships with students, and faculty, and act as a classroom instructor, resource for teachers, students, and parents, and be an

active law enforcement official on campus. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **North Charleston Police Department** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the SROs activities.

III. Rights and Duties of the School District

The School District shall provide every SRO assigned in a full-time capacity to an individual CCSD school with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.

- A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the SRO will have access to this office.
- B. A location for files and records, which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The **North Charleston Police Department** shall be responsible for the recruiting of SROs. The **North Charleston Police Department** and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs who shall serve at the pleasure of the Chief of Police and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

- A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Superintendent and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The **Chief of Police** may dismiss or reassign an **SRO** based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the North Charleston Police Department.

C. In the event of the resignation, dismissal or reassignment of an **SRO**, or in the case of absences by an **SRO**, the **Chief of Police** shall provide a temporary replacement for the **SRO** immediately and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The **SROs** of the **North Charleston Police Department** shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

Principals can make a written request for K-9 search assistance from the North Charleston Police Department with the approval of their Associate Superintendent. CCSD and NCPD policy and approved procedures must be followed.

VIII. Juvenile Diversion

The **North Charleston Police Department** and Charleston County School District will work together to develop, recognize, and participate in alternatives to custody and detention for juveniles charged with minor offenses on school grounds.

IX. Good Faith

The School District, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

CITY OF NORTH CHARLESTON

Gerrita Postlewait, Superintendent

Mayor

Dated: _____

Dated: _____

**CITY OF NORTH CHARLESTON
POLICE DEPARTMENT**

Chief of Police

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

Department of Personalized Learning
BOARD AGENDA ITEM

TO: Board of Trustees
FROM: Michael L. Bobby
DATE: August 10, 2015
SUBJECT: Department of Personalized Learning Budget Item Approval

RECOMMENDATION: It is recommended that the Charleston County School District Board of Trustees approve the following budget items in support of the Department of Personalized Learning. All items will be funded through the Race to the Top-District grant.

The material is submitted for:


☒ Action

☐ Information

☒ Open

☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Mr. Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	
Kristen Brittingham Director, Department of Personalized Learning	KB (Signed electronically)

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Department of Personalized Learning
August 10, 2015

SUBJECT: Department of Personalized Learning Budget Item Approval

BACKGROUND:

Vision 2016's goals and strategies are rooted in a firm belief that with the right supports, high expectations and effective teaching, every student can graduate from high school with the skills to succeed in college, the workforce, and life. In order to support this vision, CCSD was awarded one of 16 highly competitive national RTT-D grants, which focuses on personalizing learning for every student. With the support of this grant, the Department of Personalized Learning is currently serving 23 schools across Charleston County.

DISCUSSION:

Marzano Research Laboratory (MRL) CCSD will partner with MRL to conduct an evaluation of the work of the Department of Personalized Learning. MRL is an international leader in Personalized Learning and is one of the few companies with the capability to conduct a thorough evaluation of fidelity of implementation as well as the correlation to student achievement. In addition to the evaluation, MRL will also provide support, advising, and professional development to guide next steps based on the results of the evaluation.

Threeshapes Through Threeshapes, CCSD will purchase Educate which will serve as the Digital Learning Platform (DPL) and Learning Management System (LMS) for schools being supported through the Race to the Top-District grant. This platform will allow educators to easily track student performance by standard which will provide immediate and ongoing information on student progress to students, parents, and educators. Stakeholders will also have immediate and easy access to curriculum maps, learning resources, proficiency scales, and assessments. This platform will provide teachers with the tools needed to personalize learning for students and facilitate student ownership of learning.

Communities in Schools Personalized Learning helps support the needs of the whole child and in an effort to support our most at risk students, we are continuing our partnership with Communities in Schools (CIS). CIS is part of a national network of dropout prevention programs. CIS develops annual site plans that prioritize the needs and challenges of the school's population, identifies children most at risk, and matches each student with services of partner organizations, volunteers, and CIS staff.

RECOMMENDATION:

It is recommended that the Charleston County School District Board of Trustees approve the following budget items in support of the Department of Personalized Learning. All items will be funded through the Race to the Top-District grant.

Marzano Research Laboratories: \$383,465

Threeshapes: \$50,000

Communities in Schools: \$280,000

FUNDING SOURCE/COST:

Race to the Top-District Grant

FUTURE FISCAL IMPACT:

If the Threeshapes platform, Educate, proves successful, the District will need to seek alternative funding sources after the end of the Race to the Top grant.

DATA SOURCES:

Marzano Research Laboratory proposal

Threeshapes proposal

Communities in Schools proposal

PREPARED BY:

Kristen Brittingham

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Yes

ATTACHMENTS

Marzano Research Laboratory proposal

Threeshapes proposal

Communities in Schools proposal



Estimate

Date	Estimate #
07/17/2015	96
	Exp. Date

Address
Elaine Berry
Charleston County School District
75 Calhoun St.
Charleston, SC 29401 USA

Activity	Amount
• Educate Server District Edition Licenses for School Year 2015-2016, 10,000 @ \$5.00	50,000.00
Total	\$50,000.00

Accepted Date

Communities In Schools of the Charleston Area

Scope of Work in 22 CCSD Title I Schools

2015-2016

"The Communities In Schools (CIS) Student Support Program is designed to address both risk factors and protective factors that influence a child's decision to stay in school. CIS Student Support Specialists will be implementing the CIS program within CCSD Title I schools, working with school administrators, counselors, and teachers to identify and surround at-risk children with support services, thereby providing greater opportunities for academic success. These children, at the highest risk for not completing high school, are case-managed and offered a blanket of scientifically proven protective services to counter the risk factors they may face. CIS provides academic support and enrichment to help these students reengage in school and improve their academic performance."

CIS helps equip vulnerable students with the tools and skills for success through the integrated provision of direct services and community resources, engaging parents with their student's performance as much as possible. Using this model, the organization will undertake the following activities in the 2015-2016 academic year in the Title I schools to be served:

1. Place one or more Student Support Specialists in each of 22 Charleston County K-12 Title I public schools (August 2015); these schools/programs are:

• Angel Oak
• Burke MHS
• Burns ES
• Chicora ES
• Clark Academy
• Frierson ES (.5)
• Garrett Academy of Technology
• Goodwin ES
• Haut Gap MS
• Lambs ES
• Lincoln MHS (.5)
• Mary Ford ES
• Memminger ES
• Mitchell ES
• Mt. Zion ES (.5)
• North Charleston ES
• North Charleston HS
• Pepperhill ES
• Sanders-Clyde
• St. John's HS
• Stall HS
• Zucker MS

2. Conduct needs assessments in collaboration with the schools' leadership/Core teams to determine the challenges/needs of each school – August/September 2015
3. Develop comprehensive site operation plans that are designed to address identified and prioritized needs – September/October 2015; this process includes the determination of strategies to counteract the academic achievement gaps and the social/environmental threats affecting at-risk students at these schools and the identification of the available community resources that can help these students and their families, keeping them on track to graduation (ongoing throughout the year)
4. Work with the Core Teams at each school to identify students from the school's population who would benefit from more intensive, case-managed activities with the Student Support Specialists; develop a case plan with measurable goals for these students; engage parents in this process (securing signed agreements for their child's participation) – ongoing until caseload filled, or as vacancies occur
5. Deliver evidence-based services (broad-based Level 1 and targeted Level 2 services) to approximately 12,500 Level 1 and 1,250 Level 2 students – August 2015-June 2016

Level 1 – Level 1 services and resources are widely available to any student at the school. They are primarily short-term interventions that may take a few hours or days to accomplish. The Student Support Specialists provide or broker these services as needed, making them available to any member of the school's population. Examples of Level 1 offerings include school uniforms/clothing, food for the weekend, school supplies, school-wide assemblies on critical topics, special events, career fairs, field trips, health screenings, service-learning projects, life skills classes, family financial assistance, and grief counseling.

Level 2 – Level 2 students are identified as having a higher risk of dropping out due to a number of risk factors in their lives. They are case-managed by CIS Student Support Specialists and receive more than one CIS service or resource weekly. Needs assessments are completed with the parents/guardians of students recommended for Level 2 services, and case plans are developed with the students. In addition to coordinating the resources of external providers, CIS staff provide these students with direct services that may include mentoring, tutoring, life skills lessons, goal setting, crisis intervention, home visits, and progress monitoring (tracking grade-level promotions, graduation rates, subject grades, school attendance, and behavior). These comprehensive services are offered primarily within the school and have a daily and direct impact on students.

- 6) Monitor and adjust plans as needed -- Quarterly
- 7) Evaluate effectiveness in achieving school and student goals – June/July 2016

The CIS Student Support Program supports the Charleston County School District's goals to:

- Elevate the achievement of all students
- Close the achievement gap between groups of students
- Boost the graduation rate

- 8) Report progress to school leadership, families, CIS local and national organizations, and other stakeholders – July/August 2016

By facilitating an integrated system, CIS is able to place services where they are most needed, supporting students and their families holistically and avoiding gaps or duplication. In addition to the Charleston County School District, other partner agencies include: Trident United Way, City of Charleston, MUSC, Charleston Dorchester Mental Health, City of North Charleston, Wings for Kids, Tri-County Family Ministries, Dee Norton Lowcountry Children's Center, Trident United Way, Big Brothers/Big Sisters, SC Campaign to Prevent Teen Pregnancy, Lowcountry Food Bank, Junior Achievement, Be a Mentor, Charleston Volunteers for Literacy, Reading Partners, Charleston Promise Neighborhood, Goodwill, Charleston Basket Brigade, Teacher's Supply Closet, The Junior League of Charleston, Kiawah Cares, Angels for Education, Rotary of Charleston, and various community and church groups.



CIS - CHARLESTON
CCSD Anticipated Funding Summary
2015-2016 School Year

SOURCES INSIDE EACH SCHOOL				
School	Source	Amount	Total	
Burns	State Priority Funds		18,000.00	
Chicora	Title 1		8,000.00	
Mary Ford	EIA		5,000.00	
Memminger	Title 1		18,000.00	
N Charleston ES	Title 1		5,000.00	
Sanders-Clyde	Title1		16,200.00	
Pepperhill	Title 1		35,850.00	
Haut Gap	Title 1	20,000.00	35,000.00	
	Rural	15,000.00		
Zucker	Title 1		40,000.00	
Clark	GOF		60,000.00	
Lincoln	Title 1		20,000.00	
Stall	Title1		80,000.00	
TOTAL FROM INSIDE CCSD			341,050.00	

FEDERAL GRANTS PASSING THRU THE DISTRICT		
Gear-Up Grant		130,000.00
Burke	2 sites funded and 2 sites provided in-kind	
Garrett		
N Charleston HS		
Stall		

Race to the Top Grant		280,000.00
Angel Oak	70,000.00	Amount per School
Frierson	35,000.00	
Lambs	70,000.00	
Mitchell	35,000.00	
Mt Zion	35,000.00	
Pepperhill	35,000.00	
		<u>410,000.00</u>
		<u><u>751,050.00</u></u>



MARZANO Research

12577 E. Caley Ave
Centennial, CO 80111

marzanoresearch.com 888.849.0851

July 20, 2015

Dr. Kristen Brittingham
Director of Personalized Learning
Charleston County School District (CCSD)
75 Calhoun Street
Charleston, SC 29401

RE: Quote for External Evaluation of CCSD's Competency Based System

Dear Dr. Brittingham,

Marzano Research is pleased to submit this quote for an external evaluation of CCSD's competency based system.

Period of services: August 1, 2015–June 30, 2016

Services: Marzano Research will analyze and report on existing Reinventing Schools Organizational Site Visit (OSV) data, student achievement data, and classroom implementation data. The evaluation will also include case studies of selected students and revision of existing student and teacher surveys.

Cost: \$50,000 inclusive

We look forward to working with you on this project.

Sincerely,

Jennifer S. Norford
Vice President, Development and Innovation



MARZANO Research

12577 E. Caley Ave
Centennial, CO 80111

marzanoresearch.com 888.849.0851

July 20, 2015

Dr. Kristen Brittingham
Director of Personalized Learning
Charleston County School District (CCSD)
75 Calhoun Street
Charleston, SC 29401

RE: Consulting Related to CCSD's Competency Based System

Dear Dr. Brittingham,

Marzano Research is pleased to submit this quote for consulting related to CCSD's competency based system.

Period of services: August 1, 2015–June 30, 2016

Services: Consulting services will include up to five (5) days to include Dr. Robert Marzano conducting the following:

1. Meet with Superintendent Gerrita Postlewait, senior leaders, and CCSD Personalized Learning Team (onsite CCSD) [\$4,500]
2. Meet with the South Carolina Superintendent of Education to discuss policy and other issues (in South Carolina) [\$4,500]
3. Meet with CCSD Personalized Learning Team 1-2 times (in Denver) [\$1,500 per meeting x 2 = \$3,000]
4. Present at Charleston Educator's Symposium during the summer leadership conference (onsite CCSD) [\$4,500]

Cost: \$16,500 inclusive (billed by activity)

We look forward to working with you on this project.

Sincerely,

Jennifer S. Norford
Vice President, Development and Innovation



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 303-694-1778 | www.marzanoresearch.com



EDUCATIONAL SERVICES CONTRACT

Effective July 1, 2015, Charleston County School District ("Client") and Marzano Research LLC ("Marzano Research") agree that the Reinventing Schools Division at Marzano Research will provide ORGANIZATIONAL SITE VISITS in exchange for \$113,465.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research will provide Organizational Site Visits to Charleston County School District. See "Exhibit A" for a description of services.
1. **Compensation:** Immediately upon entering the contract, Client will provide Marzano Research with a purchase order for \$13,465.00, the maximum amount allowed under this contract. Marzano Research will invoice Client monthly for all services or deliverables completed in the preceding month. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month.
- 2.
3. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this agreement. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.
4. **Termination:** Either party may terminate this Contract upon 30 days' notice to the other party. In the event of termination, Marzano Research will cease all services, transfer to Client all deliverables whether complete or incomplete, and invoice Client for the remaining balance due for services rendered prior to termination.
5. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.
6. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles.

Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

7. **Nature of Contract:** Client is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
8. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.
9. **Intellectual Property:** Because the scope of work to be produced pursuant to the performance of this contract will substantially incorporate pre-existing intellectual property developed, copyrighted and owned by Marzano Research LLC, such pre-existing intellectual property shall NOT be considered work-for-hire and shall NOT become the property of the District.
 - a. Such pre-existing intellectual property includes, but is not limited to:
 - i. Items found in any and all of Marzano Research copyrighted materials, including, but not limited to, Formative Assessment and Standards-Based Grading book and associated materials; the Marzano High Reliability Schools framework, model, and approach, and associated materials; the Reinventing Schools framework and approach, and associated materials; and any other copyrighted pre-existing materials;
 - ii. Other Marzano Research knowledge, skills, methodologies, evaluations, routines, processes, analyses, theories, models publications, and research; and
 - iii. Any and all derivative works based on the content contemplated by subparagraphs i and ii above.
 - b. Pursuant to the Scope of Work, Marzano Research grants the District the right to refine, adapt, and modify tools and materials presented to the District in trainings and as deliverables, unless otherwise noted on said tools and materials, so long as the District:
 - i. Provides appropriate credit to Marzano Research for the original works from which derivatives were created;
 - ii. Uses the derivative materials solely within the District; and
 - iii. Does not attempt to distribute, sell, or otherwise profit from the original works and any derivative materials.

- c. Marzano Research and/or the District may publish scholarly work(s) derived from the work undertaken in connection with this contract.

This Contract is acknowledged and accepted by Client and Marzano Research:

Charleston County School District
Attn: Kristen Brittingham & Wayne Wilcher
3999 Bridge View Drive
Charleston, SC 29405
(843) 324-2753
kristen_brittingham@charleston.k12.sc.us
wayne_wilcher@charleston.k12.sc.us

Marzano Research, Reinventing Schools Div.
Attn: Rachel Tolman, Business Manager
12577 East Caley Avenue
Centennial, CO 80111
(907) 357-9080
rtolman@reinventingschools.org

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: **Rick Schreiber**
Title: **Exec. Dir., Reinventing Schools Div.**
Date: _____

By: _____
Name: **Jennifer Norford**
Title: **V.P. of Development & Innovation**
Date: _____

Exhibit A

Description of Services for Charleston County School District

Deliverable 1: Organizational Site Visits

Cost: \$113,465; 38 Units @ \$2,985.92

Date: 19 Units in December 2015 & 19 Units in April 2016

Description: The Reinventing School Division of Marzano Research will provide onsite external evaluations to determine progress toward the implementation of the Organizational Self-Assessment Tool (OSAT) from an objective perspective using the Marzano Research, Reinventing Schools Division, formal site visit process. A trained team from our organization will ask questions of different stakeholder groups at the district and school levels to help the organization identify opportunities for improvement and measure success of predetermined goals. Formal feedback reports will be issued to each school.

TOTAL CONTRACT AMOUNT: \$113,465.00



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 303-694-1778 | www.marzanoresearch.com



EDUCATIONAL SERVICES CONTRACT

Effective July 1, 2015, Charleston County School District ("Client") and Marzano Research LLC ("Marzano Research") agree that the Reinventing Schools Division at Marzano Research will provide EMBEDDED COACHING services in exchange for \$200,000.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research will provide Onsite Embedded Coaching services to Charleston County School District. See "Exhibit A" for a description of services.
2. **Compensation:** Marzano Research will invoice Client per Client's request for the \$200,000 in compensation for this agreement under existing purchase order #1502405. This service is required to be prepaid in (3) separate installments due to the nature of onsite expenses, which include housing and vehicle expenses for the embedded coach. The 1st payment will be invoiced on August 1, 2015, for \$75,000. The 2nd payment will be invoiced on November 1, 2015, for \$62,500. The 3rd payment will be invoiced on March 1, 2016, for \$62,500.
3. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this agreement. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.
4. **Termination:** Either party may terminate this Contract upon 30 days' notice to the other party. In the event of termination, Marzano Research will cease all services, transfer to Client all deliverables whether complete or incomplete, and invoice Client for the remaining balance due for services rendered prior to termination.
5. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.
6. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles.

Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

7. **Nature of Contract:** Client is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
8. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.
9. **Intellectual Property:** Because the scope of work to be produced pursuant to the performance of this contract will substantially incorporate pre-existing intellectual property developed, copyrighted and owned by Marzano Research LLC, such pre-existing intellectual property shall NOT be considered work-for-hire and shall NOT become the property of the District.
 - a. Such pre-existing intellectual property includes, but is not limited to:
 - i. Items found in any and all of Marzano Research copyrighted materials, including, but not limited to, Formative Assessment and Standards-Based Grading book and associated materials; the Marzano High Reliability Schools framework, model, and approach, and associated materials; the Reinventing Schools framework and approach, and associated materials; and any other copyrighted pre-existing materials;
 - ii. Other Marzano Research knowledge, skills, methodologies, evaluations, routines, processes, analyses, theories, models publications, and research; and
 - iii. Any and all derivative works based on the content contemplated by subparagraphs i and ii above.
 - b. Pursuant to the Scope of Work, Marzano Research grants the District the right to refine, adapt, and modify tools and materials presented to the District in trainings and as deliverables, unless otherwise noted on said tools and materials, so long as the District:
 - i. Provides appropriate credit to Marzano Research for the original works from which derivatives were created;
 - ii. Uses the derivative materials solely within the District; and
 - iii. Does not attempt to distribute, sell, or otherwise profit from the original works and any derivative materials.

- c. Marzano Research and/or the District may publish scholarly work(s) derived from the work undertaken in connection with this contract.

This Contract is acknowledged and accepted by Client and Marzano Research:

Charleston County School District
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3999 Bridge View Drive
Charleston, SC 29405
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wayne_wilcher@charleston.k12.sc.us

Marzano Research, Reinventing Schools Div.
Attn: Rachel Tolman, Business Manager
12577 East Caley Avenue
Centennial, CO 80111
(907) 357-9080
rtolman@reinventingschools.org

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: **Rick Schreiber**
Title: **Exec. Dir., Reinventing Schools Div.**
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Description of Services for Charleston County School District

Deliverable 1: Embedded Coaching Support

Cost: \$200,000

Date: August 1, 2015, to June 30, 2016

Description: The Reinventing School Division of Marzano Research will provide Onsite Embedded Coaching Support to Charleston County School District. Rebecca Mestaz will be the onsite provider. Contract will provide 180 onsite support days for the period dated above.

Summary of On-Site Duties: Onsite duties will include on-going coaching for the Department of Personalized Learning, Personalized Learning Coaches, Teachers, and Administration.

Specific Areas of Focus & Implementation: To include: Strategic Planning; Implementation of Personalized Learning; Competency-Based Education; Digital Learning Platform/Learning Management System (selection, use & training); Curriculum, Proficiency Scales, Assessments, Instruction, and Student Learning Data; Classroom Follow-Up Visit Coaching; Teacher/Coach/Leadership Support; Organization of Site Visits to Including Planning, Implementation, and Data Review; Accelerated Implementation School Support at Pepperhill and Stall High School; and Professional Development for Leadership.

Coaching the Trainers: To include: Classroom Design & Delivery, Instructional Strategies, and Instructional Design.

Expenses Included Within Contract: Costs for housing for Embedded Coach (apartment, phone/internet, utilities, furniture rental), mileage, car, and transportation between work site and home base each month (Charleston, SC to Lindsay, CA). These costs will be paid for directly by Marzano Research and will not be 'in addition to' the \$200,000 cost of this agreement.

TOTAL CONTRACT AMOUNT: \$200,000.00

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

**Contracts, Procurement, Archive & Records
Board Agenda Item**

TO: Board of Trustees
FROM: Michael L. Bobby
DATE: August 10, 2015
SUBJECT: Extension of the Transportation Repair and Maintenance Contract

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve a three (3) month extension of the contract.

The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	<i>Michael L. Bobby</i>
Wayne Wilcher Director, Contracts, Procurement, Archive & Records	<i>Wayne Wilcher</i>

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	<i>Rev. Eric O'Dell</i>
--	-------------------------

Contracts, Procurement, Archive & Records
August 10, 2015

SUBJECT: Extension of the Transportation Repair and Maintenance Contract

BACKGROUND: Since March 2007 the District has utilized General Diesel to provide maintenance and repair on District owned student activity buses. The original contract was a one (1) year contract with four (4) option years, which expired June 30, 2015.

DISCUSSION: The District has a current requirement to repair and provide maintenance for student activity buses. This requirements needs to be completed by the start of school. The Contracts and Procurement Department was not informed of this requirement in a timely manner that would allow for these services to be solicited.

An extension of this contract will allow the repairs and maintenance work to begin now, which insures that the buses will be ready by the start of school. Staff intends to issue a solicitation in August to put a contract in place for the remainder of fiscal year 2016. The estimated cost of the services will be \$126,000, which is currently in the Transportation budget that was approved by the Board.

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve a three (3) month extension of the contract.

FUNDING SOURCE/COST: GOF/\$126,000

FUTURE FISCAL IMPACT: Annual Cost

DATA SOURCES: Beverly Brown, Curt Norman, and Wayne Wilcher

PREPARED BY: Wayne Wilcher, CPPO, CPPB

REVIEWED BY LEGAL SERVICES:
N/A

REVIEWED BY PROCUREMENT SERVICES:
N/A

ATTACHMENTS:
N/A

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

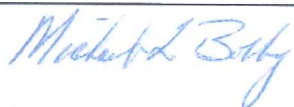
**Security and Emergency Management
BOARD AGENDA ITEM**

TO: Board of Trustees
FROM: Michael L. Bobby
DATE: August 10, 2015
SUBJECT: School Resource Officers Memorandums of Agreement for the 2015-2016 school year

RECOMMENDATION: It is recommended that the Board of Trustees approve the agreements with the Charleston County Sheriff's Office, City of Charleston, City of North Charleston, and Town of Mount Pleasant for the School Resource Officer Program for the 2015-2016 school year.

The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael Bobby Chief Financial Officer for Capital Programs & Operations	
William J. Scott Director of Security and Emergency Management	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
--	--

Security and Emergency Management
August 10, 2015

SUBJECT:

Agreements for the 2015-2016 School Resource Officer Program

BACKGROUND:

For approximately the past sixteen (16) years, the Charleston County School District has had an agreement with four (4) law enforcement agencies to provide School Resource Officers (SROs) to Middle and High Schools within their jurisdiction.

For the four (4) Public Safety agencies in this action item, there are 40 SROs and a specialized team serving schools within the City of Charleston with 19 Officers. The approximated total cost of this program is \$4.5 million, (\$55,000 average salary per officer for 10 months, plus benefits and equipment) for 40 SROs, 19 School Specialized Officers and 5 Supervisors.

DISCUSSION:

School Resource Officers are critical members of our team for maintaining a safe and secure school environment. Following the tragic Newtown, CT incident the Charleston County School District along with our Public Safety Partners took a critical view of what assets we had in place and how we make improvements. Each Public Safety Agency came up with a different plan on how to deal with Elementary Schools in their jurisdiction. The City of North Charleston's plan is to have an SRO at each school within their jurisdiction. The Town of Mount Pleasant has added an addition SRO with supervisory authority to work with all of the Elementary Schools within their jurisdiction. The City of Charleston added a team of 19 Officers to work with our Elementary Schools and all of the private schools within their jurisdiction. There were no changes at the Sheriff's Office. All of these changes and additions were funded by the Public Safety Agencies.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreements with the Charleston County Sheriff's Office, City of Charleston, City of North Charleston, and Town of Mount Pleasant for the School Resource Officer Program for the 2015-2016 school year.

FUNDING SOURCE/COST:

\$681,000 available in the 2015-2016 GOF budget, Security and Emergency Management.

AGREEMENT BETWEEN

The Charleston County School District

And

The Charleston County Sheriff's Office

For

The School Resource Officer Program, 2015-2016 School Year

I. Rights and Duties of the Sheriff

The Charleston County Sheriff's Office (hereinafter referred to as **CCSO**) shall provide School Resource Officers (hereinafter referred to as **"SRO"**) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. **CCSO** shall assign one regularly employed deputy to each of the following schools.

(1 SRO provided) Lincoln High School (1 funded by CCSD)

(1 SRO provided) Baptist Hill High School (1 funded by CCSD)

(1 SRO provided) Clarke Academy (1 funded by CCSD)

(1 SRO provided) Fort Johnson Middle School (1 funded by CCSO)

The CCSD shall fund three (3) Deputies at the rate of \$34,500 per Deputy.

2. The **CCSO** shall assign a full-time supervisor during the regular school year to oversee the Deputies assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the **Sheriff** and the Superintendent of the Charleston County School District, **SROs** may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the **Charleston County Sheriff's Office**.

4. The **CCSO** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.). The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the **CCSO**.
2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the **Sheriff** or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of **SROs** in the schools:
 - a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.
 - b. The **SRO** shall act in the capacity of law enforcement officer, teacher and counselor for Public safety classes.
2. Additional duties and responsibilities of all **SROs**:
 - a. The **SRO** shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek permission, advice and guidance prior to enactment.
 - b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the Charleston County School District Facility Security and Emergency Preparedness Office and the Charleston County Sheriff's Office.
 - c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.

e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.

g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.

i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.

k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.

l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the **SRO** shall assist the school until the problem is solved.

m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.

n. In cases of contested expulsions, the **SRO** will provide case information or testimony to the Superintendent or her designee,

and upon the request of the Superintendent or her designee, testimony at the hearing.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Sheriff** or his designee, an **SRO** may accompany his/her school to events outside of the **County of Charleston and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12.

b. When the **SRO** works outside of the normal weekly work school hours, which includes but is not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate determined by **CCSO** Policy, and in effect upon execution of this agreement.

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **CCSO** in keeping our schools safe and orderly.

The **CCSO** in conjunction with the Charleston County School District shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. This means that the **SRO** will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The **SRO** shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **CCSO** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the **SROs** activities.

III. Rights and Duties of the School District

The School District shall provide the **SRO** of each high school and middle school with the following materials and facilities, which are deemed necessary to the performance of the **SROs** duties.

A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the **SRO** will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The CCSO shall be responsible for the recruiting of SROs. The CCSO and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs who shall serve at the pleasure of the Sheriff and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Sheriff or his designee of the Principal's concerns. If the Sheriff desires, the Superintendent and the Sheriff or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Sheriff, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The CCSO may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in the case of absences by an SRO, the Sheriff shall provide a temporary replacement for the SRO immediately and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The SROs of the CCSO shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it relates to the Family Educational Rights and Privacy Act (FERPA)

VII. Special Resources

The Associate Superintendent or his/her designee may request the Sheriff provide assistance to the CCSD from specialized resources within the Sheriff's Office (K-9, EOD, helicopter etc.). Upon approval of the Sheriff, units and resources will be made available to the CCSD in accordance with CCSO policies and procedures.

VIII. Good Faith

The School District, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Sheriff or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

**FOR THE CHARLESTON COUNTY
SHERIFF'S OFFICE:**

Gerrita Postlewait, Superintendent

Al Cannon, Sheriff

Dated: _____

Dated: _____

AGREEMENT BETWEEN

**The Charleston County School District
And
City of Charleston Police Department
For**

The School Resource Officer Program, 2015-2016 School Year

I. Rights and Duties of the Chief of Police

The **Chief of Police** shall provide School Resource Officers (hereinafter referred to as “**SRO**”) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. The Chief of Police shall assign one regularly employed police officer to each of the following schools.

**(1 SRO provided) Burke High School (funded by CCSD)
(2 SROs provided) West Ashley High School (2 funded by CCSD)
(1 SRO provided) St. John’s High School (funded by CCSD)
(1 SRO provided) C.E. Williams Middle (funded by CCSD)
(1 SRO provided) Haut Gap Middle (funded by CCSD)
(1 SRO provided) West Ashley Middle School (funded by Chas City PD)
(1 SRO provided) James Island Middle School (funded by Chas City PD)
(1 SRO provided) Burke Middle School (funded by Chas City PD)**

The CCSD shall fund six (6) officers at the rate of \$34,500 per officer.

2. The Chief of Police shall assign the respective team commander or his designee during the regular school year to oversee the Police Officers assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the Chief of Police and the Superintendent of the Charleston County School District, SROs may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the Charleston City Police Department.

4. The **Chief of Police** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the Chief of Police or his designee, and shall be the subject of a separate agreement.

2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs in the City of Charleston that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of **SROs** in the schools:

a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.

b. The **SRO** shall act in the capacity of law enforcement officer, teacher and counselor for Public safety classes.

2. Additional duties and responsibilities of all **SROs**:

a. The **SRO** shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.

b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This

information will be kept for review by the Charleston County School District Facility Security and Emergency Preparedness Office and the **Charleston City Police Department**.

c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.

e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.

g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.

i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.

j. The **SRO** shall give assistance to other police officers and deputies in matters regarding his/her school assignment whenever necessary. The **SRO** shall, whenever possible, participate in school functions as they relate to the duties of the **SRO**.

k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.

l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the **SRO** shall assist the school until the problem is solved.

m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.

n. In cases of contested expulsions, the **SRO** will provide case information or testimony to the Superintendent or her designee, and upon the request of the Superintendent or her designee, testimony at the hearing, unless such testimony could hinder a criminal prosecution.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Chief of Police** or his designee, an **SRO** may accompany his/her school to events outside of the **City of Charleston and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the **SRO** in his or her official capacity, accompany his/her school to events outside the state of South Carolina.

b. When the **SRO** works outside of the normal weekly school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate, at time and a half, determined by **Charleston City Police Department** Policy, and in effect upon execution of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the Director of Security and Emergency Management. (This subsection does not apply to off-duty services that may be provided by individual officers.)

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **Charleston City Police Department** in keeping our schools safe and orderly.

The **Charleston City Police Department** in conjunction with the Charleston County School District shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **Charleston City Police Department** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the SROs activities.

III. Rights and Duties of the School District

The School District shall provide the **SRO** of each high school and middle school with the following materials and facilities, which are deemed necessary to the performance of the **SROs** duties.

- A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the **SRO** will have access to this office.
- B. A location for files and records, which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The **Charleston City Police Department** shall be responsible for the recruiting of **SROs**. The **Charleston City Police Department** and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating **SROs** and making recommendations to the Chief of Police for hiring. The **SROs** shall serve at the pleasure of the Chief of Police and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Superintendent and the Chief of Police or their designees, shall meet

with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The **Chief of Police** may dismiss or reassign an **SRO** based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the **Charleston City Police Department**.

C. In the event of the resignation, dismissal or reassignment of an **SRO**, or in the case of absences by an **SRO**, the **Chief of Police** shall provide a temporary replacement for the SRO as soon as possible within 5 working days, and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The **SROs** of the **Charleston City Police Department** shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

Principals can request K-9 search assistance from the Charleston City Police Department with the approval of their Associate Superintendent. CCSD and CCPD Policy and approved procedures must be followed.

VIII. Good Faith

The School District, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

VII. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

FOR THE CITY OF CHARLESTON:

Gerrita Postlewait, Superintendent

Joseph P. Riley, Mayor

Dated: _____

Dated: _____

AGREEMENT BETWEEN

The Charleston County School District
And

The Mount Pleasant Police Department
For

The School Resource Officer Program, 2015-2016 School Year

I. Rights and Duties of the Chief of Police

The **Chief of Police** shall provide School Resource Officers (hereinafter referred to as “SRO”) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. The **Chief of Police** shall assign one regularly employed police officer to each of the following schools.

(3 SROs provided) Wando High School (2 funded by CCSD; 1 funded by MPPD)

(1 SRO provided) Cario Middle School (1 funded by CCSD)

(1 SRO provided) Laing Middle School (1 funded by MPPD)

(1 SRO provided) Moultrie Middle School (1 funded by MPPD)

The CCSD shall fund three (3) officers at the rate of \$34,500 per officer.

2. The **Chief of Police** shall assign a full-time supervisor during the regular school year to oversee the Police Officers assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the **Chief of Police** and the Superintendent of the Charleston County School District, **SROs** may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the **Mount Pleasant Police Department**.

4. The **Chief of Police** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the Chief of Police.
2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of **SRO**:

1. Instructional responsibility of **SROs** in the schools:

- a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.
- b. The **SRO** shall act in the capacity of law enforcement officer, teacher and counselor for Public safety classes.

2. Additional duties and responsibilities of all **SROs**:

- a. The **SRO** shall coordinate all of his/her activities and programs with the Principal and staff members concerned and will seek permission, advice and guidance prior to enactment.
- b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the Charleston County School District Facility Security and Emergency Preparedness Office and the **Mount Pleasant Police Department**.
- c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.

- d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.
- e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.
- g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.
- h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.
- i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.
- k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.
- l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the **SRO** shall assist the school until the problem is solved.
- m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.
- n. In cases of contested expulsions, the **SRO** will provide case information or testimony to the Superintendent or her designee,

and upon the request of the Superintendent or her designee, testimony at the hearing.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Chief of Police** or his designee, an **SRO** may accompany his/her school to events outside of the **Town of Mount Pleasant and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12.

b. When the **SRO** works outside of the normal weekly work school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate determined by **Mount Pleasant Police Department** Policy, and in effect upon execution of this agreement.

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **Mount Pleasant Police Department** in keeping our schools safe and orderly.

The **Mount Pleasant Police Department** in conjunction with the Charleston County School District shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. This means that the **SRO** will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The **SRO** shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **Mount Pleasant Police Department** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the **SROs** activities.

III. Rights and Duties of the School District

The School District shall provide the **SRO** of each high school and middle school with the following materials and facilities, which are deemed necessary to the performance of the **SROs** duties.

A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the **SRO** will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The **Mount Pleasant Police Department** shall be responsible for the recruiting of **SROs**. The **Mount Pleasant Police Department** and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating **SROs** who shall serve at the pleasure of the Chief of Police and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

A. In the event the Principal of the school to which the **SRO** is assigned feels that the particular **SRO** is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Superintendent and the Chief of Police or their designees, shall meet with the **SRO** and the Principal to mediate and resolve any problems of the school to which the **SRO** is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the **SRO** shall be reassigned from the program at the school and replacement shall be obtained.

B. The **Chief of Police** may dismiss or reassign an **SRO** based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the **Mount Pleasant Police Department**.

C. In the event of the resignation, dismissal or reassignment of an **SRO**, or in the case of absences by an **SRO**, the **Chief of Police** shall provide a temporary replacement for the **SRO** immediately and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The SROs of the Mount Pleasant Police Department shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it relates to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

Principals can request K-9 search assistance from the Mount Pleasant Police Department with the approval of their Associate Superintendent. CCSD and MPPD policy and approved procedures must be followed.

VIII. Good Faith

The School District, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

**FOR THE TOWN OF MOUNT
PLEASANT:**

Gerrita Postlewait, Superintendent

Eric DeMoura, Town Administrator

Dated: _____

Dated: _____

Carl Ritchie, Chief of Police

Dated: _____

AGREEMENT BETWEEN

**The Charleston County School District
And
The City of North Charleston
And City of North Charleston Police Department
For
The School Resource Officer Program, 2015-2016 School Year**

I. Rights and Duties of the Chief of Police

The **Chief of Police** shall provide School Resource Officers (hereinafter referred to as “SRO”) as follows for the 2015-2016 School year, beginning on August 10, 2015 and ending on June 2, 2016:

A. Number and funding of SROs:

1. The Chief of Police shall assign one regularly employed police officer to each of the following schools.

(1 SRO provided) Academic Magnet High School /School of Arts(funded by CCSD)

(1 SRO provided) North Charleston High School (funded by CCSD)

(2 SROs provided) Stall High School (2 funded by CCSD)

(1 SRO provided) Garrett High School (funded by CCSD)

(1 SRO provided) Jenkins Academy (funded by NCPD)

(1 SRO provided) Liberty Hill Academy (funded by CCSD)

(1 SRO provided) Military Magnet Middle/High (funded by CCSD)

(1 SRO provided) Northwoods Middle (funded by NCPD)

(1 SRO provided) Morningside Middle (funded by NCPD)

(1 SRO provided) Zucker Middle (funded by NCPD)

The CCSD shall fund six (6) officers at the rate of \$34,500 per officer.

The CCSD shall fund one (1) officer at the rate of \$60,000. The City of North Charleston will fund the remaining SRO positions.

2. The Chief of Police shall assign a full-time supervisor during the regular school year to oversee the Police Officers assigned above and to perform scheduled or non-scheduled visits to the middle and high schools.

3. At the discretion of the Chief of Police and the Superintendent of the Charleston County School District, SROs may be assigned to such duties at the elementary school level to ensure full coverage of the Charleston County School District schools located in the jurisdiction of the North Charleston Police Department.

Elementary Schools in the City of North Charleston are as follows:
AC Corcoran ES, Burns ES, Chicora ES, Dunston ES, Goodwin ES, Hunley Park ES, Hursey ES, Lambs ES, Mary Ford ES, Meeting Street Academy at Brentwood, Midland Park ES, North Charleston ES, North Charleston Creative Arts ES, Pepperhill ES, and Pinchurst ES.

4. The **Chief of Police** shall provide a monthly report of calls for service and criminal incidents to the Superintendent. The report shall include trend data with a narrative explanation.

B. Regular Duty Hours of SROs:

1. Each school listed above shall have an **SRO** assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An **SRO** may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any **SRO** during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an **SRO** during the summer months is at the discretion of the Chief of Police.

2. The **SRO** assigned to the above schools will be permitted to travel to off-campus based programs that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.

C. Duties of SRO:

1. Instructional responsibility of SROs in the schools:

- a. The **SRO** shall act as an instructor for specialized short-term programs at all schools when approved to do so by the Principal or a member of the faculty.
- b. The **SRO** shall act as a teacher and counselor for Public safety classes, in the capacity of law enforcement officer.

2. Additional duties and responsibilities of all SROs:

- a. The **SRO** shall coordinate all of his/her presentations and programs with the Principal and staff members concerned. The **SRO** will keep the Principal and **SRO** Supervisor informed of his/her campus activities or police department obligations.

- b. The **SRO** shall develop expertise in presenting various law related subjects to students. The **SRO** will submit the subject and the number of classes taught on the monthly report. This information will be kept for review by the Charleston County School District Office of Security and Emergency Management and the North Charleston Police Department.
- c. The **SRO** shall encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.
- d. When requested by the Principal, the **SRO** shall attend parent and faculty meetings to solicit support and understanding of the **SRO** program.
- e. The **SRO** shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- f. The **SRO** shall become familiar with all community agencies, which offer assistance to youth and their families, such as mental health clinics, drug assistance centers, etc. The **SRO** shall make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty, and staff.
- g. The **SRO** shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.
- h. Should it become necessary to conduct formal police interviews with the students and/or faculty, the **SRO** shall inform the Principal or his/her designee and adhere to law enforcement policy as well as other legal requirements with regards to such interviews.
- i. The **SRO** shall take law enforcement actions as required against intruders and unwanted guests who may appear at the school and related school functions to the extent that the **SRO** may do so under authority of the law. As soon as practical, the **SRO** shall make the Principal aware of such action.
- k. The **SRO** shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Superintendent or his designee.
- l. The **SRO** shall not act as a school disciplinarian as disciplining students is a school responsibility. **SROs** are not to be used for

regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties. If there is a problem, the SRO shall assist the school until the problem is solved.

m. If an incident is a violation of the law, the Principal shall contact the **SRO** and his/her supervisor immediately. The **SRO** shall then determine whether law enforcement action is appropriate.

n. If it is determined the incident warrants the juvenile be charged with a minor or status offense, the NCPD School Resource Officers will contact the Juvenile Diversion Officer/ Juvenile Advocate and arrange for the Diversion Officer or Advocate for further interview.

o. In cases of contested expulsions, the **SRO** will provide any reported violations of State law or City ordinances and related testimony to the Superintendent or her designee. Upon the request of the Superintendent or her designee, the SRO will provide testimony of the law or ordinance violations at the hearing.

3. Co-curricular activities and school functions.

a. Upon request of the Principal or designee, and approval of the **Chief of Police** or his designee, an **SRO** may accompany his/her school to events outside of the **City of North Charleston and within the State of South Carolina** for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12.

b. When the **SRO** works outside of the normal weekly work school hours, which includes but it not limited to providing services for the events described in paragraph a. above, the payment for the **SRO** shall be based on an hourly rate determined by **North Charleston Police Department** Policy, and in effect upon execution of this agreement.

II. Program Goals and Evaluation

The Charleston County School District requests the assistance of the **North Charleston Police Department** in keeping our schools safe and orderly.

The **North Charleston Police Department**, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the Charleston County School District's action plan for a safe school climate. An integral role of the SRO is to build relationships with students, and faculty, and act as a classroom instructor, resource for teachers, students, and parents, and be an

active law enforcement official on campus. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

The **North Charleston Police Department** shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the Charleston County School District on the SROs activities.

III. Rights and Duties of the School District

The School District shall provide every SRO assigned in a full-time capacity to an individual CCSD school with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.

- A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the SRO will have access to this office.
- B. A location for files and records, which can be properly locked and secured within the office.
- C. A desk with drawers, an office chair, and filing cabinet.

IV. Employment Status of School Resource Officer

The **North Charleston Police Department** shall be responsible for the recruiting of SROs. The **North Charleston Police Department** and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs who shall serve at the pleasure of the Chief of Police and the Superintendent, respectfully.

V. Reassignment, Resignation or Dismissal of School Resource Officers

- A. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing to the CCSD Director of Security and Emergency Management. Within a reasonable time after receiving the recommendation from the Principal, the Director of Security and Emergency Management or his designee shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Superintendent and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems of the school to which the SRO is assigned. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The **Chief of Police** may dismiss or reassign an **SRO** based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the North Charleston Police Department.

C. In the event of the resignation, dismissal or reassignment of an **SRO**, or in the case of absences by an **SRO**, the **Chief of Police** shall provide a temporary replacement for the **SRO** immediately and within thirty (30) school days of receiving such notice of such absence, dismissal, resignation; a replacement will be assigned.

VI. FERPA

The **SROs** of the **North Charleston Police Department** shall act as the Law Enforcement Unit for the Charleston County School District, with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

Principals can make a written request for K-9 search assistance from the North Charleston Police Department with the approval of their Associate Superintendent. CCSD and NCPD policy and approved procedures must be followed.

VIII. Juvenile Diversion

The **North Charleston Police Department** and Charleston County School District will work together to develop, recognize, and participate in alternatives to custody and detention for juveniles charged with minor offenses on school grounds.

IX. Good Faith

The School District, the Chief of Police, their agents and employees agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2015-2016 school year.

Signed and sealed by:

**FOR THE CHARLESTON COUNTY
SCHOOL DISTRICT:**

CITY OF NORTH CHARLESTON

Gerrita Postlewait, Superintendent

Mayor

Dated: _____

Dated: _____

**CITY OF NORTH CHARLESTON
POLICE DEPARTMENT**

Chief of Police