

I. EXECUTIVE SESSION 4:15 p.m.			
	1.1:	Student Transfer Appeals <i>The Board will discuss student transfer appeals.</i>	Action
	1.2:	Head Start Director Approval – Mrs. Ruth Taylor, Assistant Associate Superintendent <i>The Board will discuss the recommendation for a Head Start Director.</i>	Action
	1.3:	Workers' Compensation Claim - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will discuss a workers' compensation claim.</i>	Action
	1.4:	Workers' Compensation Claim - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will discuss a workers' compensation claim.</i>	Action
	1.5:	Angel Oak Elementary Contract - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will discuss a recommendation to authorize staff to negotiate a contract at a Not to Exceed cost.</i>	Action
	1.6:	Allegro Charter Application – Mr. John Emerson, General Counsel <i>The Board will discuss a revised application for Allegro Charter.</i>	Action
	1.7:	Legal Update – Mr. John Emerson, General Counsel <i>The Board will receive a legal update from General Counsel.</i>	Action
OPEN SESSION 5:15 p.m.			
II.	CALL TO ORDER, INVOCATION/MOMENT OF SILENCE, & PLEDGE of ALLEGIANCE		
III.	ADOPTION OF AGENDA		
IV.	SPECIAL RECOGNITIONS (15 minutes) – Mrs. Erica Taylor, Executive Director of Strategy & Communications		
	A. Behind the Scenes Hero		
			Presentation
V.	SUPERINTENDENT'S REPORT – Dr. Nancy J. McGinley, Superintendent of Schools		
VI.	VISITORS, PUBLIC COMMUNICATIONS		
VII.	APPROVAL OF MINUTES/EXECUTIVE SESSION AGENDA ITEMS		
	7.1:	A. Open Session Minutes of September 22, 2014 <i>The Board will vote on the open session minutes of September 22, 2014.</i>	Action
		B. Open Session Minutes of October 6, 2014 Special Called Meeting <i>The Board will vote on the open session minutes of the Special Called Telephonic meeting held October 6, 2014.</i>	Action
	7.2:	Executive Session Action Items of October 13, 2014 <i>The Board will vote on executive session action items of October 13, 2014.</i>	Action
	7.3:	Financial Minutes of September 22, 2014 <i>The Board will vote on the financial minutes of September 22, 2014.</i>	Action
VIII.	CAE UPDATE		
IX.	MANAGEMENT REPORT(S)		
X.	COMMITTEE REPORT(S)		

10.1:	Audit & Finance Committee – Mr. Todd Garrett	
	A. Audit & Finance Committee Update <i>The Committee will provide information and receive input from Board members on the following:</i> <i>-Items that are currently before the committee that have not been brought forward to the Board;</i> <i>-Future topics the committee plans to bring forward; and</i> <i>-What is needed to move the item forward?</i>	Information
	B. Head Start/Early Head Start Financials – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on the Head Start/Early Head Start Financials.</i>	Action
	C. First Steps Contract for Home Visitors – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on the recommendation to approve the First Steps contract.</i>	Action
	D. National Building Science Corporation Lease Renewal – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to approve the renewal of the lease with NBS Corporation.</i>	Action
	E. Time & Attendance – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to approve the purchase of the Time and Attendance System.</i>	Action
	F. 2014 Small, Women & Minority Business Enterprise (SWMBE) Report – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to accept information regarding 2014 SWMBE Report and approve staff to revise the MBE Utilization Plan.</i>	Action
	G. IT Security Assessment – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to award a contract for a security assessment of Charleston County School District's IT systems and components (P1413) and authorize the travel expenses for consulting services.</i>	Action
	H. Request for Proposal P1504 Telephone System Maintenance & Services – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to approve the Request for Proposal P1504 Telephone System Maintenance and Services.</i>	Action
	I. Contract Extension of Parlant Technology (Parentlink ASP License) – Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to extend the Request for Proposal P7043 Automated Notification Systems contract for one year.</i>	Action
	J. Reallocation of Fiscal Year 2015 Fixed Cost of Operations Funds - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on the reallocation of FY2015 Fixed Cost of Operations – Classroom Modernization Project.</i>	Action
	K. Pest Control Treatment for Sanders Clyde Elementary - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to procure pest control services for Sanders Clyde Elementary.</i>	Action
	L. Wando High School Cafeteria Expansion (Addition) - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to authorize staff to enter into a contract at a Not to Exceed amount for the Wando High School cafeteria expansion.</i>	Action
	M. 8% Bond Resolution - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation to approve the 8% Bond Resolution and authorize the issuance of the General Obligation Bonds, Series 2014.</i>	Action

		N. 3270 Small Street/Mary Ford Easement - Mr. Michael Bobby - Chief of Finance, Operations & Capital Programs <i>The Board will vote on a recommendation for a temporary encroachment permit and easement agreement between Small Street and Mary Ford Elementary.</i>	Action
		O. Approval of the list of Projects in Waves 6 & 7 (Current Sales Tax Program) <i>The Board will vote on a recommendation to approve the order of execution for projects in the current Sales Tax Program (2011-2016) for Waves 6 & 7.</i>	Action
	10.2:	Policy & Personnel Committee – Mr. Tripp Wiles	
		A. Policy Committee Update <i>The Committee will provide information and receive input from Board members on the following:</i> <i>-Items that are currently before the committee that have not been brought forward to the Board;</i> <i>-Future topics the committee plans to bring forward; and</i> <i>-What is needed to move the item forward?</i>	Information
		B. Health Advisory Committee (HAC) By-law Revision and Appointments <i>The Board will vote on the HAC by-law revision and appointments.</i>	Action
		C. Policy XXXX – Technical and Communication Support for Board Member <i>The Board will vote on the second reading of the Technical and Communication Support for Board Member policy.</i>	Action
		D. Policy JFABC - Student Transfers – First Reading <i>The Board will vote on the first reading of Policy JFABC – Student Transfers.</i>	Action
	10.3:	Strategic Education Committee – Mr. Michael Miller	
		A. Strategic Education Committee Update <i>The Committee will provide information and receive input from Board members on the following:</i> <i>-Items that are currently before the committee that have not been brought forward to the Board;</i> <i>-Future topics the committee plans to bring forward; and</i> <i>-What is needed to move the item forward?</i>	Information
XI.	POTENTIAL CONSENT AGENDA ITEMS		
XII.	NEW BUSINESS		

**HEAD START
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

DATE: October 13, 2014

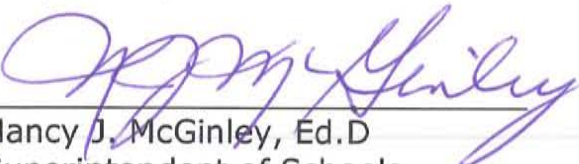
SUBJECT: Head Start/Early Head Start Financials


RECOMMENDATION: Approve Head Start/Early Head Start financial report for the ending period, August 31, 2014.

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

Respectfully submitted:

Respectfully submitted:


Nancy J. McGinley, Ed.D.
Superintendent of Schools


Michael L. Bobby
Chief of Finance & Operations

Chief Operating Officer


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

Head Start
October 13, 2014

SUBJECT:

Head Start/Early Head Start Financials

BACKGROUND:

In accordance to the Head Start Performance Standards 642(d)(2)(A), each Head Start agency shall ensure the sharing of accurate and regular information for use by the governing body and the policy council, about program planning, policies, and Head Start agency operations, including – A) monthly financial statements, including credit card expenditures.

DISCUSSION:

The following Head Start and Early Head Start Financials are presented to the board for review (August 2014). The Head Start/Early Head Start financials are presented to the Board for approval on a monthly basis.

RECOMMENDATION:

Approve Head Start/Early Head Start financial report for the period, August 1, 2014 to August 31, 2014.

FUNDING SOURCE/COST:

N/A

FUTURE FISCAL IMPACT:

N/A

DATA SOURCES:

Financial data from MUNIS and credit card expenditure report from Procurement.

PREPARED BY:

Ruth Taylor, Assistant Associate Superintendent

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

**CCSD HEAD START (FUND 841)
EXPENDITURES FOR THE PERIOD
AUGUST 2014**

ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE	PERCENTAGE USED
TOTAL SALARIES	\$ 4,156,021.06	\$ 397,139.01	\$ -	10%
TOTAL BENEFITS	\$ 1,615,531.88	\$ 125,976.61	\$ -	8%
TOTAL PURCHASED SERVICES	\$ 243,768.24	\$ 23,915.25	\$ 85,626.75	10%
TOTAL SUPPLIES	\$ 260,192.77	\$ 25,877.27	\$ 5,222.81	10%
TOTAL OTHER	\$ 262,359.00	\$ -	\$ -	0%
Grand Total	\$ 6,537,872.95	\$ 572,908.14	\$ 90,849.56	9%

**CCSD HEAD START (FUND 841)
EXPENDITURES BREAKDOWN BY LOCATION
FOR THE PERIOD AUGUST 2014**

COST CENTER	ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE	PERCENTAGE USED
0151	0151 HEADSTART/EHS/PRESCHOOL	\$ 1,811,234.65	\$ 259,382.84	\$ 41,917.28	14%
0309	0309 MURRAY-LASAINE ELEMENTARY	\$ 210,889.28	\$ 22,315.66	\$ -	11%
0310	0310 JAMES ISLAND ELEMENTARY	\$ 75,964.59	\$ -	\$ -	0%
0411	0411 CHILD & FAMILY DEVELOPMEN	\$ 213,128.21	\$ 13,957.33	\$ 2,760.94	7%
0412	0412 CHICORA ELEMENTARY	\$ 142,962.54	\$ 7,994.14	\$ -	6%
0413	0413 E A BURNS ELEMENTARY	\$ 259,679.90	\$ 17,347.40	\$ 11,851.25	7%
0415	0415 LADSON ELEMENTARY	\$ 224,300.34	\$ 18,286.69	\$ 415.98	8%
0421	0421 W B GOODWIN ELEMENTARY	\$ 313,392.06	\$ 20,972.27	\$ 11,851.25	7%
0422	0422 MATILDA F DUNSTON ELEMENT	\$ 223,448.42	\$ 14,889.17	\$ -	7%
0425	0425 A C CORCORAN ELEMENTARY	\$ 160,807.41	\$ 11,042.41	\$ -	7%
0426	0426 MIDLAND PARK PRIMARY SCHO	\$ 521,791.24	\$ 32,962.92	\$ -	6%
0504	0504 ST JAMES-SANTEE ELEMENTAR	\$ 225,377.33	\$ 12,465.20	\$ -	6%
0655	0655 WA HEAD START	\$ 475,288.18	\$ 32,772.55	\$ 9,481.00	7%
0712	0712 JULIAN MITCHELL ELEMENTAR	\$ 85,519.42	\$ 6,199.27	\$ -	7%
0752	0752 THOMAS MYERS II	\$ 627,077.74	\$ 54,587.40	\$ -	9%
0777	0777 CHS COUNTY HUMAN SERVICES	\$ 8,978.11	\$ 6,228.34	\$ -	69%
0808	0808 C C BLANEY ELEMENTARY	\$ -	\$ 24,874.05	\$ -	
0810	0810 E B ELLINGTON ELEMENTARY	\$ 21,471.25	\$ -	\$ 11,851.25	0%
0811	0811 MINNIE HUGHES ELEMENTARY	\$ 68,546.71	\$ 4,321.61	\$ -	6%
0906	0906 MT ZION ELEMENTARY	\$ 149,746.90	\$ 7,460.87	\$ 73.72	5%
0907	0907 EDITH FRIERSON ELEMENTARY	\$ 72,005.51	\$ 4,848.02	\$ 646.89	7%
0999	0999 SCHOOL-WIDE ACCOUNTS	\$ 646,263.16	\$ -	\$ -	0%
Grand Total		\$ 6,537,872.95	\$ 572,908.14	\$ 90,849.56	9%

**CCSD HEAD START (FUND 841)
EXPENDITURES BREAKDOWN BY OBJECT
FOR THE PERIOD AUGUST 2014**

OBJECT	ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE	PERCENTAGE USED
110	110 ADMINISTRATIVE SALARY	\$ 833,784.22	\$ 74,733.80	\$ -	9%
112	112 TEACHER/PROFESSIONAL ED SA	\$ 626,816.60	\$ 45,330.35	\$ -	7%
113	113 PROFESSIONAL OTHER SALARY	\$ 112,179.10	\$ 22,889.76	\$ -	20%
114	114 TECHNICAL SALARY	\$ 21,967.08	\$ 1,954.60	\$ -	9%
115	115 TEACHER AST/CLERICAL SALAR	\$ 2,561,274.06	\$ 252,230.50	\$ -	10%
210	210 GROUP HEALTH AND LIFE INS	\$ 609,399.80	\$ 29,930.74	\$ -	5%
220	220 EMPLOYEE RETIREMENT	\$ 652,267.53	\$ 63,024.99	\$ -	10%
230	230 SOCIAL SECURITY	\$ 316,267.71	\$ 29,534.99	\$ -	9%
260	260 UNEMPLOYMENT COMPENSATION	\$ 4,158.69	\$ 388.17	\$ -	9%
270	270 WKRS' COMP - REIMB OTHR F	\$ 33,438.15	\$ 3,097.72	\$ -	9%
319	319 LEGAL SERVICES	\$ 8,700.00	\$ -	\$ -	0%
320	320 PROPERTY SERVICES	\$ 33,000.00	\$ -	\$ -	0%
321	321 PUBLIC UTIL SVS WATER/SEWA	\$ 10,638.84	\$ 316.14	\$ -	3%
322	322 OUTSOURCED SUBSTITUTES	\$ 16,127.68	\$ 80.88	\$ -	1%
323	323 REPAIRS AND MAINTENANCE SR	\$ 45,034.75	\$ -	\$ 45,034.75	0%
324	324 PROPERTY INSURANCE	\$ 9,794.40	\$ 9,794.40	\$ -	100%
325	325 RENTALS/LEASE	\$ 3,000.00	\$ -	\$ -	0%
332	332 IN STATE TRAVEL	\$ 9,416.75	\$ 572.37	\$ -	6%
338	338 OUT OF STATE TRAVEL	\$ 15,120.17	\$ (87.20)	\$ -	-1%
340	340 COMMUNICATION (TELEPHONE)	\$ 13,172.53	\$ 2,589.80	\$ -	20%
342	342 PAGER/CELL PHONE RENT/MESG	\$ 21,000.00	\$ 4,149.13	\$ -	20%
350	350 ADVERTISING	\$ 9,000.00	\$ 5,720.00	\$ -	64%
360	360 PRINTING AND BINDING	\$ 1,877.12	\$ 779.73	\$ -	42%
399	399 OTHER PURCHASED SERVICES	\$ 47,886.00	\$ -	\$ 40,592.00	0%
410	410 SUPPLIES	\$ 183,091.48	\$ 8,945.95	\$ 5,222.81	5%
412	412 POSTAGE	\$ 100.00	\$ -	\$ -	0%
417	417 FOOD AND CATERING	\$ 8,000.00	\$ -	\$ -	0%
445	445 TECHNOLOGY SUPPLIES	\$ 6,800.00	\$ -	\$ -	0%
446	446 TECHNOLOGY SOFTWARE	\$ 3,148.79	\$ -	\$ -	0%

**CCSD HEAD START (FUND 841)
EXPENDITURES BREAKDOWN BY OBJECT
FOR THE PERIOD AUGUST 2014**

OBJECT	ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE	PERCENTAGE USED
447	447 TECHNOLOGY COMPUTERS	\$ 12,677.70	\$ 12,677.70	\$ -	100%
448	448 TECHNOLOGY PERIPHERALS	\$ 29.82	\$ 29.82	\$ -	100%
470	470 ENERGY	\$ 40,344.98	\$ 4,223.80	\$ -	10%
472	472 GASOLINE	\$ 6,000.00	\$ -	\$ -	0%
640	640 ORGANIZATION MEMSHIP DUES/F	\$ 2,000.00	\$ -	\$ -	0%
690	690 OTHER OBJECTS	\$ 18,300.00	\$ -	\$ -	0%
791	791 INDIRECT COST	\$ 242,059.00	\$ -	\$ -	0%
	Grand Total	\$ 6,537,872.95	\$ 572,908.14	\$ 90,849.56	9%

**CCSD EARLY HEAD START (FUND 842)
EXPENDITURES
FOR THE PERIOD AUGUST 2014**

ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE/REQ	PERCENTAGE USED
TOTAL SALARIES	\$ 1,021,511.25	\$ 134,884.63	\$ -	
TOTAL BENEFITS	\$ 392,480.78	\$ 43,556.30	\$ -	
TOTAL PURCHASED SERVICES	\$ 98,328.96	\$ 26,300.30	\$ 13,058.25	
TOTAL SUPPLIES	\$ 108,187.29	\$ 4,359.83	\$ 5,869.16	
TOTAL OTHER	\$ 148,697.62	\$ -	\$ -	
GRAND TOTAL	\$ 1,769,205.90	\$ 209,101.06	\$ 18,927.41	12%

**CCSD EARLY HEAD START (FUND 842)
EXPENDITURES BREAKDOWN BY LOCATION
FOR THE PERIOD AUGUST 2014**

OST CENTE	ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE	PERCENTAGE USED
0151	0151 HEADSTART/EHS/PRESCHOOL	\$ 379,094.70	\$ 30,125.96	\$ 10,000.00	8%
0411	0411 CHILD & FAMILY DEVELOPMEN	\$ 299,397.58	\$ 34,011.87	\$ 4,816.36	11%
0426	0426 MIDLAND PARK PRIMARY SCHO	\$ 152,898.55	\$ 20,192.02	\$ -	13%
0454	0454 R B STALL HIGH	\$ 165,073.70	\$ 51,588.85	\$ -	31%
0504	0504 ST JAMES-SANTEE ELEMENTAR	\$ 182,672.17	\$ 17,185.33	\$ -	9%
0655	0655 WA HEAD START	\$ 157,173.43	\$ 20,785.93	\$ 4,111.05	13%
0752	0752 THOMAS MYERS II	\$ 131,052.54	\$ 16,574.62	\$ -	13%
0777	0777 CHS COUNTY HUMAN SERVICES	\$ 148,545.61	\$ 18,636.48	\$ -	13%
0999	0999 SCHOOL-WIDE ACCOUNTS	\$ 153,297.62	\$ -	\$ -	0%
	Grand Total	\$ 1,769,205.90	\$ 209,101.06	\$ 18,927.41	12%

**CCSD EARLY HEAD START (FUND 842)
EXPENDITURES BREAKDOWN BY OBJECT
FOR THE PERIOD AUGUST 2014**

OBJECT	ACCOUNT DESCRIPTION	REVISED BUDGET	MTD EXPENDED	ENCUMBRANCE/REQ	PERCENTAGE USED
110	110 ADMINISTRATIVE SALARY	\$ 113,402.53	\$ 15,092.16	\$ -	13%
113	113 PROFESSIONAL OTHER SALARY	\$ 36,830.22	\$ 5,722.43	\$ -	16%
114	114 TECHNICAL SALARY	\$ 15,270.25	\$ 1,314.62	\$ -	9%
115	115 TEACHER AST/CLERICAL SALAR	\$ 856,008.25	\$ 112,738.59	\$ -	13%
135	135 OVERTIME SALARY - T AST/CL	\$ -	\$ 16.83	\$ -	
210	210 GROUP HEALTH AND LIFE INS	\$ 146,950.05	\$ 10,861.99	\$ -	7%
220	220 EMPLOYEE RETIREMENT	\$ 160,391.71	\$ 21,442.70	\$ -	13%
230	230 SOCIAL SECURITY	\$ 76,371.75	\$ 10,059.76	\$ -	13%
260	260 UNEMPLOYMENT COMPENSATION	\$ 997.82	\$ 132.62	\$ -	13%
270	270 WKRS' COMP - REIMB OTHR F	\$ 7,769.45	\$ 1,059.23	\$ -	14%
321	321 PUBLIC UTIL SVS WATER/SEWA	\$ 500.00	\$ -	\$ -	0%
322	322 OUTSOURCED SUBSTITUTES	\$ 24,550.00	\$ -	\$ -	0%
323	323 REPAIRS AND MAINTENANCE SR	\$ 26,884.73	\$ 23,345.73	\$ 2,370.25	87%
324	324 PROPERTY INSURANCE	\$ 2,448.60	\$ 2,448.60	\$ -	100%
325	325 RENTALS/LEASE	\$ 1,250.00	\$ -	\$ -	0%
332	332 IN STATE TRAVEL	\$ 6,764.62	\$ 80.26	\$ -	1%
338	338 OUT OF STATE TRAVEL	\$ 3,155.06	\$ (23.19)	\$ -	
360	360 PRINTING AND BINDING	\$ 2,850.00	\$ 232.00	\$ -	8%
399	399 OTHER PURCHASED SERVICES	\$ 29,925.95	\$ 216.90	\$ 10,688.00	1%
410	410 SUPPLIES	\$ 66,322.61	\$ 1,182.95	\$ 4,934.68	2%
412	412 POSTAGE	\$ 62.80	\$ -	\$ -	0%
417	417 FOOD AND CATERING	\$ 1,500.00	\$ -	\$ -	0%
445	445 TECHNOLOGY SUPPLIES	\$ 2,725.00	\$ -	\$ 934.48	0%
446	446 TECHNOLOGY SOFTWARE	\$ 22,200.00	\$ -	\$ -	0%
447	447 TECHNOLOGY COMPUTERS	\$ 8,261.98	\$ 3,169.43	\$ -	38%
448	448 TECHNOLOGY PERIPHERALS	\$ 2,114.90	\$ 7.45	\$ -	0%
472	472 GASOLINE	\$ 5,000.00	\$ -	\$ -	0%
640	640 ORGANIZATION MEMSH DUES/F	\$ 400.00	\$ -	\$ -	0%
690	690 OTHER OBJECTS	\$ 80,393.62	\$ -	\$ -	0%
791	791 INDIRECT COST	\$ 67,904.00	\$ -	\$ -	0%
	GRAND TOTAL	\$ 1,769,205.90	\$ 209,101.06	\$ 18,927.41	12%

**HEAD START
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

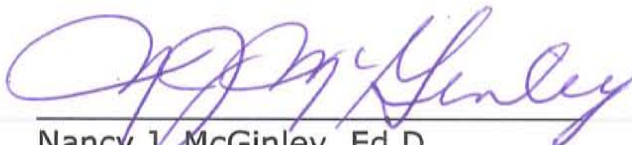
DATE: October 13, 2014

SUBJECT: First Steps Contract for Home Visitors

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve the First Steps contract to include costs of two (2) home visitors for \$99,234 and \$18,016 administrative costs for FY2014.

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

Respectfully submitted:

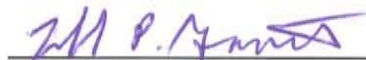


Nancy J. McGinley, Ed.D
Superintendent of Schools



Michael L. Bobby
Chief of Finance & Operations

Chief Operating Officer



Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

Head Start
October 13, 2014

SUBJECT:

First Steps Contract for Home Visitors

BACKGROUND:

The District has partnered with First Steps for a number of years to provide education services for children by producing support for their families' efforts toward enabling their children to reach school readiness.

DISCUSSION:

The District will collaborate with First Steps to provide home-based visitation services for 24 Early Head Start families. The District will pay for two (2) Home Visitors as our share of the collaboration. The Home Visitors will meet with families once a week for 1½ hours as well as provide books during each visit and conduct monthly socialization groups with the families. This contract is renewable each year. The FY2014 contract was held up as we worked with First Steps on the scope of work, the number of staff and the cost of the services. The agreement to continue work for FY2014 has been reached by all parties.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve the First Steps contract to include costs of two (2) home visitors for \$99,234 and \$18,016 administrative costs for FY2014.

FUNDING SOURCE/COST:

\$117,250 – General Operating Fund

FUTURE FISCAL IMPACT:

\$117,250 plus any COLA or Step increase for salaries and benefit increases if contract is renewed

DATA SOURCES:

Terri Shannon – Finance
Wayne Wilcher – Contracts & Procurement
Avis Rock – Head Start

PREPARED BY:

Ruth Taylor, Assistant Associate Superintendent

REVIEWED BY LEGAL SERVICES N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

Head Start
October 13, 2014

SUBJECT:

First Steps Contract for Home Visitors

BACKGROUND:

The District has partnered with First Steps for a number of years to provide education services for children by producing support for their families' efforts toward enabling their children to reach school readiness.

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RECOMMENDATION:

Approve the First Steps contract to include costs of two (2) Home Visitors for \$99,234 and \$18,016 administrative costs for FY2014.

FUNDING SOURCE/COST:

\$117,250 – General Operating Fund

FUTURE FISCAL IMPACT:

\$117,250 plus any COLA or Step increase for salaries and benefit increases if contract is renewed

DATA SOURCES:

Terri Shannon – Finance
Wayne Wilcher – Contracts & Procurement
Avis Rock – Head Start

PREPARED BY:

Ruth Taylor, Assistant Associate Superintendent

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A



DESCRIPTION OF SERVICES

A. Services

The home visitation services and/or activities to be provided are limited to those described and indicated below.

SCOPE OF WORK

Home visitors will serve families with children aged birth until their child turns 3 years old. Pregnant moms are also served. An assessment will be conducted with each family to determine their current strengths and area(s) of need. The home visitor will schedule and conduct home visits in accordance with Parent as Teachers (PAT) curriculum and Head Start performance standards. Two full-time home visitors will conduct weekly visits each month and maintain a caseload of 12 families each. This position will also administer appropriate child and parent assessments.

Each home visitor is required to have a minimum of an associate's degree and will be certified by the National Parents As Teachers Office. The home visitor will provide a lesson plan for each visit and ensure families are made aware of socializations offered twice monthly. Home visitors will implement the Early Head Start performance standards, which parallels with the PAT Standards.

Each home visitor will document and maintain accurate records of all home visits to include: Personal Visit Record noting progress and challenges and recommended solutions. Document all visits into the SC First Steps Data Collection System and Child Plus.

Charleston County First Steps will provide administrative oversight to the CCSD Early Head Start/PAT home visitation component.

The Parents As Teachers activity will include:

- 1) Two full-time certified parent educators (home visitors) providing weekly home visits for 24 approved EHS families (12 each) to home-based services;
- 2) Monthly group meetings (socializations) to include The Incredible Years curriculum with their socializations.
- 3) Annual developmental screenings and functional assessments; and
- 4) Referrals to community resources on an as needed basis.

B. Reporting Requirements

- Submit required client information into the First Steps Data and Child Plus. First Steps Data includes screenings, assessments, home visits, referrals & other interventions.
- Home visits are required to be submitted into the data systems in a timely manner, so that they are not entered late.
- Home Visit Verification sheets are required to be submitted weekly to the Executive Director.
- Timesheets submitted bi-weekly.
- Mileage Report submitted bi-weekly or monthly.



PARENTING HOME VISITATION PROPOSAL

Salaries

2 Full time home visitors	\$69,144
Payroll Taxes	\$ 5,290
Fringe Benefits	<u>\$15,107</u>
	\$89,541

Operations

Professional Development	\$2,726
Travel for home visitor (Mileage rate \$.56)	<u>\$8,079</u>
	\$10,805

Materials

Curriculum Materials	\$765
Other Materials	\$ 294
Books	\$1,110
Food (socialization, formula, etc.)	<u>\$ 780</u>
	\$2,949

Services

Travel for parents to socializations (Mileage rate \$.56)	\$3,962
PAT program affiliate fee	\$ 300
Program Oversight	<u>\$9,693</u>
	\$13,955

TOTAL	\$117,250
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VENDOR CONTRACT / MOA BUDGET

Revision Date: N/A

COUNTY PARTNERSHIP NAME:

Charleston County First Steps Partnership

VENDOR NAME:

Early Head Start

CONTRACT NUMBER:

PERIOD OF BUDGET:

July 1, 2014 - June 30, 2015

PROGRAM NAME:

Parents As Educators

#	Line Items	Model Code	PAYABLE TO VENDOR		In-Kind To First Steps	TOTAL BUDGET
			Fund Code 30	Fund Code 11		

PAYROLL

1	ED Salaries	5102	\$ 7,804			\$ 7,804
1	Bookkeeper Salaries	5103	\$ 1,200			\$ 1,200
1	Salaries	5107	\$ 69,144			\$ 69,144
2	Payroll Taxes	5113	\$ 5,979			\$ 5,979
3	Fringe	5114	\$ 15,107			\$ 15,107
TOTAL MATERIALS:			\$ 99,234	\$ -	\$ -	\$ 90,230

OPERATIONS

1	Professional Development	5115	\$ 2,726			\$ 2,726
2	Travel	5185	\$ 8,079			\$ 8,079
TOTAL SERVICES:			\$ 10,805	\$ -	\$ -	\$ 10,805

PROGRAM MATERIALS

1	Curriculum Materials	5301	\$ 765			\$ 765
2	Other Materials	5302	\$ 294			\$ 294
2	Books	5303	\$ 1,110			\$ 1,110
4	Food	5305	\$ 780			\$ 780
TOTAL EQUIPMENT:			\$ 2,949	\$ -	\$ -	\$ 2,949

PROGRAM SERVICES

3	Travel (other)	5367	\$ 3,962			\$ 3,962
4	Program Affiliation	5380	\$ 300			\$ 300
TOTAL RENOVATIONS:			\$ 4,262	\$ -	\$ -	\$ 4,262

GRAND TOTAL:	\$ 117,250	\$ -	\$ -	\$ 108,246
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Cash	In-kind	TOTAL
\$ 117,250	\$ -	\$ 117,250

NOTES:

1. _____
2. _____
3. _____

75 Calhoun Street
Charleston, SC 2940

**CONTRACTS AND PROCUREMENT
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

DATE: October 13, 2014

SUBJECT: National Building Science Corporation

RECOMMENDATION: It is hereby recommended that the
County School Board of Trustees approve the re-employment of
Corp to five (5) years.

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

Respectfully submitted:



Nancy J. McGinley, Ed.D
Superintendent of Schools

Michael L. Bobby
Chief of Staff

Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item
recommended by
A&F Committee

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item
recommended by
Policy Committee

10.1D

CONTRACT

SUBJECT: National Building Science

BACKGROUND: In June 2004, National Building Science Corporation (NBS) was awarded a lease for the Facility/Oak Ridge National Laboratory Campus. The building was dedicated and a cutting ceremony was held for the building and agreed to lease the building from 2014 at a cost of \$1.00 per year.

DISCUSSION: Michael Bobby, NBS Corporation, requested to renew the lease for five years. The request contained in the letter was approved. This request and recommendation are for the Board of Trustees to approve this request and recommend to the County School Board of Trustees.

NBS Corporation uses the Pre-Commercial Building pursuant to a contract between NBS Corporation and the County School Board of Trustees. This contract is under the Uniform Gifts to Minors Act (UGMA) and is expressly understood and agreed to by both parties. NBS Corporation only be entitled to use the building for the purpose of the contract. NBS Corporation provides the County School Board of Trustees with an opportunity to participate in the various aspects of the building in a practical way. NBS Corporation participates in the various aspects of the building through the technical assistance provided by NBS Corporation in monitoring the weather station.

RECOMMENDATION: It is recommended that the County School Board of Trustees approve the renewal of the lease to NBS Corporation for five (5) years.

FUNDING SOURCE/COST: N/A

FUTURE FISCAL IMPACT: N/A

DATA SOURCES: Wayne Wilcher

PREPARED BY: Wayne Wilcher

REVIEWED BY LEGAL SERVICES:
N/A

REVIEWED BY PROCUREMENT:
Wayne Wilcher

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 1st day of July, 2014, between the CHARLESTON COUNTY SCHOOL DISTRICT (the "Landlord") and NATIONAL BUILDING SCIENCE CORPORATION, a corporation organized and existing under the laws of the State of California, whose sole purpose is the improvement of current building practices by constructing a Natural Exposure Test ("NET") facility on Landlord's property (the "Tenant").

WITNESSETH:

In consideration of these promises and the mutual promises below, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. **Leased Premises.** Subject to the terms, covenants, and conditions hereinafter contained, Landlord hereby leases, demises, and lets to Tenant, and Tenant hereby leases from Landlord, the following described property (the "Premises"):
During the term of this Lease, Tenant shall be entitled and permitted to the non-exclusive use of the "**Existing Gravel Access Road**" shown on **Exhibit "A"** for the sole purpose of providing ingress, egress and access of normal and reasonable pedestrian and passenger vehicle traffic to and from Baptist Hill Road and the Leased Premises. Tenant acknowledges and agrees that the "**Existing Gravel Access Road**" is not part of the Leased Premises and that, at all times during the term of this Lease and otherwise, Landlord and Landlord's employees, agents, invitees, guests, staff, students and teachers shall be entitled to use the "**Existing Gravel Access Road**" in common with Tenant. Tenant shall be entitled to use the "**Existing Gravel Access Road**" during normal school hours and during such other dates and/or times as may now or hereafter be mutually agreed to in writing by Landlord and Tenant.

During the term of this Lease, Landlord shall not place any structures or other improvements within the area shown on **Exhibit "A"** as "**AREA TO BE MAINTAINED FREE OF STRUCTURES**".

2. **Use of Premises.** Tenant intends to use the Premises solely as a Natural Exposure Test Facility pursuant to a contract between Tenant and Oak Ridge National Laboratory under the United States Department of Energy and it is expressly understood and agreed by the parties that Tenant shall only be entitled to use the Premises for such purpose and for no other purpose or purposes. Tenant shall conduct all activities on the Premises in a lawful manner. Tenant will not permit any illegal business or transactions of which it has knowledge to take place on the Premises. Tenant shall comply with all federal, state and local laws in connection with its operations on the Premises. The parties acknowledge and anticipate that Tenant's proposed use of the Premises as a Natural Exposure Test Facility will provide the staff, students and teachers of the Charleston County School District with an opportunity to expose themselves to the scientific academic community in a practical way, and, as such, Tenant shall work and cooperate with the Charleston County School District so as to permit and allow the staff, students and staff of the Charleston County School District to participate in the various aspects and day-to-day workings of

the facility, including, but not limited, to, hands-on participation through the technical assist in the test panel building, to monitoring the weather station that will be built into the

3. **Term and Contingencies.** The term of this Lease shall be five years, commencing on July 1, 2014, and ending at midnight on May 31, 2019. This Lease is contingent upon Tenant's obtaining, at Tenant's sole cost and expense, all necessary permits and the necessary zoning classification of the Premises for the conduct of Tenant's business.

4. **Rent.** The rent during the Initial Term is the sum of five and No/100 (\$5.00), which sum is payable in cash up front and in lump sum at the execution of this Agreement.

5. **Additional Rent.** This Lease is a "triple-net" type lease. Tenant shall pay additional rent throughout the term of this Lease, the following expenses (and shall be responsible to Landlord and save it harmless against any liability or damages on such account):

A. **Utilities.** All charges for water, sewer, garbage collection, security, electricity, light, telephone, or any other communication or utility service used in or supplied to the Premises through the term of this Lease. Such items shall be prorated to Tenant outstanding at the commencement or the termination of this Lease.

B. **Insurance.** All premiums for the insurance coverage on the Premises respecting business operations thereon as set forth in Section 10 hereof.

C. **Real Estate Taxes.** All of the real and personal property taxes assessed against the Premises for any and all periods during the term of this Lease shall be paid by Tenant. Tenant agrees that Tenant shall have the right, at Tenant's sole cost and expense, to contest or litigate the legality or validity of any of the taxes which are to be paid by Tenant pursuant to the provisions of this Section. Tenant shall nevertheless pay, and continue to pay as the same become payable, such impositions under protest, and Tenant shall be entitled to any and all refunds or taxes obtained through such contest. Landlord shall, at Tenant's request, execute and execute documents necessary in connection with any such contest, but at no cost or expense to Landlord. Landlord agrees to forward to Tenant in a timely manner the periodic statements of taxes contemplated by this Section, or to join in those formalities necessary to insure that statements are sent directly to Tenant. In the event that taxes applicable to the Premises cannot be readily identified and separated as such from the taxes assessed on real property of which the Premises are a part, then Tenant shall pay its pro rata share of the taxes assessed against the Premises based on a ratio of the square footage of the Premises to the total square footage of all other real property included in the tax bill. Tenant shall also pay any solid waste disposal fees or any other additional taxes or fees that may be assessed against the Premises as a result of Tenant's use or occupancy thereof.

Tenant shall make such payments directly to the intended recipient thereof. Payment of such amounts at the commencement and termination of this Lease, as set forth above, shall be based upon bills for the immediately prior period unless actual amounts can be determined. Upon receipt of the actual bill for such period, the party receiving such bill shall forward same to the other party and Landlord and Tenant shall then make such adjustment in payment as shall be required to make such proration accurate. Landlord shall be relieved of its obligation to pay any utilities, insurance or taxes not promptly paid by Tenant.

required above, in which case the amount of such payment must be reimbursed to Landlord by Tenant within ten (10) days after notice of such payment is given by Landlord to Tenant.

6. **Condition of Premises.** Tenant acknowledges that it has inspected the Premises and that Tenant accepts the Premises "AS IS" in its present condition as suited for use as intended by Tenant. Tenant acknowledges that Landlord gives no guarantee or warranty of any kind, expressed or implied, as to the physical condition of the Premises or of the conditions or existence of improvements, services, appliances or systems serving the Premises or as to merchantability or to the fitness for a particular purposes as to the Premises or improvements thereon, and any express or implied warranty is hereby disclaimed by Landlord. Landlord shall not be required to make any repairs or improvements to the Premises. All repairs or improvements shall be the responsibility of Tenant. Subject to the foregoing, Tenant shall, at its own expense, keep the Premises in good repair and shall make all necessary repairs and replacements to the Premises and to all appurtenances in connection with the Premises. Such repairs and replacements shall be made promptly, as and when necessary. All repairs, replacements, and improvements shall be made in a good and workmanlike manner.

7. **Alterations and Authorized Improvements.** As of the commencement date of this Lease, Landlord has authorized Tenant to have unrestricted use of the Premises, subject to any and all applicable federal, state and local laws, for the construction by Tenant of an unoccupied facility to be used solely as a Natural Exposure Test Facility and containment structure for Tenant's instrumentation which, upon its construction, will become part of the Premises. Landlord agrees to cooperate with and assist Tenant in obtaining, at Tenant's sole cost and expense, all necessary licenses, approvals, and authorizations for the carrying on of Tenant's business on the Premises including, but not limited to, obtaining the necessary zoning classification of the Premises. Nevertheless, Tenant shall pay for building permits, any licensing that may be required, maintenance on the building itself, and utilities as required. Any alterations, improvements, additions and modifications to the Premises by Tenant or for Tenant shall be done at Tenant's sole cost and expense in a good and workmanlike manner and shall conform to all applicable laws, rules and regulations of those governmental authorities having jurisdiction thereof. All such alterations, improvements, additions and modifications to the Premises shall on the expiration or earlier termination of this Lease become the property of Landlord without compensation to Tenant.

Tenant agrees to pay promptly when due, the entire costs of all alterations, improvements, additions and modifications to the Premises made by or for Tenant; to keep the Premises at all times free of liens and claims for liens for labor and materials for work undertaken by or for Tenant; and to indemnify and save Landlord harmless from and against any and all injury, loss, claims or damage to any person or property occasioned by or growing out of such work. If any claim for a lien arises against the Premises by reason of work undertaken by or for Tenant, and such claim is not discharged, bonded or otherwise satisfied by Tenant within thirty (30) days after Tenant is made aware of such claim(s) or lien(s), Landlord may, but shall not be required to, pay such claim and proceed to obtain the discharge and release thereof, and Tenant shall pay Landlord as additional rent the full amount paid by Landlord to obtain the discharge and release thereof, together with all court costs and all attorneys' fees immediately upon demand. Nothing contained in this Lease is intended to, nor shall it be construed by anyone to, permit the creation of any lien against Landlord's interest in the Premises.

8. **Entry by Landlord.** Landlord shall have the right to enter the Premises at reasonable times, for the purpose of inspection, posting notices, or supervising any necessary repairs and maintenance required hereto to be performed by Landlord, upon reasonable notice to Tenant.

9. **Assignment and Subletting.** Tenant may not: (i) assign, convey, encumber, or mortgage this Lease or any interest under this Lease; or (ii) sublet the Premises or any part of the Premises.

10. **Insurance Coverage.** Subject to Section 5(B) herein, Tenant shall at all times maintain the following insurance coverage respecting the Premises and its operations thereon: fire, hazard and earthquake insurance on any improvements constituting a portion of the Premises for not less than the replacement cost thereof (in the event Tenant is not entitled to obtain such insurance, then Tenant shall pay the cost of Landlord's policy); public liability insurance for personal injury and property damage; workers' compensation insurance required by South Carolina law; hazard insurance on all contents and property of Tenant at the Premises and all property of other persons temporarily stored at the Premises; and such other insurance coverage required by this Lease or as are customarily carried on operations such as that to be conducted by Tenant at the Premises. All such insurance coverage shall be in such amounts, upon such terms, and with such companies, as required by this Lease, now maintained, or otherwise approved by Landlord, shall name Landlord as an additional insured, and shall provide Landlord with at least ten (10) days' prior written notice of cancellation, non-renewal, or material amendment.

11. **General Indemnity.** Except as otherwise provided in this Lease, Tenant hereby waives all claims against Landlord, not arising from the act, omission or gross negligence of Landlord, its agents or employees, for damages to persons or property, and Tenant shall indemnify Landlord and hold Landlord free and harmless from any and all liability, claim, injury, damage, or cost (including reasonable attorneys' fees) to any person or property, arising from the use of the Premises by Tenant, or from failure of Tenant to keep the Premises in good condition and repair as required herein.

12. **Default of Tenant.** The occurrence of any of the following events shall constitute a breach of this Lease:

A. The failure of Tenant to pay rent or to make any other payment of money as herein required when due for a period of ten (10) days after delivery by Landlord to Tenant of a written notice of any such failure pursuant to the notice provisions contained herein.

B. The failure of Tenant to correct any default hereunder (other than a default referred to in the foregoing Section 12(A)) within thirty (30) days after delivery by Landlord to Tenant of a written notice of such default, or if the default is of such a nature that it cannot be corrected within thirty (30) days, then the failure of Tenant within such period to commence and thereafter proceed diligently to cure such default.

If any events of default shall occur, the Landlord at its option may re-enter and take possession of the Premises and remove all persons and property therefrom, and at its option terminate this Lease and accelerate all payments due or coming due hereunder. In the event that Landlord elects to re-enter and take possession of said Premises but not to terminate this Lease, Tenant agrees to pay Landlord on demand, the cost of recovering possession of said Premises

and cost of reletting, including the usual commissions, and also to pay monthly, on demand, any deficiency in the rent. The several rights and remedies herein granted to Landlord shall be cumulative and in addition to any others it may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy.

13. **Default of Landlord.** If at any time during the term hereof Landlord shall default in any of its obligations under this Lease, Tenant may give written notice to Landlord of its intention to terminate the Lease together with a statement of the nature of such default, and such termination shall become effective on the thirtieth (30th) day after the date of receipt of such notice unless (a) such default shall be cured within thirty (30) days after such notice or (b) if the default is of such a nature that it cannot be cured within such period, the necessary steps to cure such default are duly commenced within such period and are thereafter diligently pursued.

14. **Holding Over.** In case Tenant holds over after the end of any term herein provided, such tenancy shall be from month to month only, and not a renewal hereof; subject, however, to every other term, covenant and condition of this Lease, and the rent during any such holdover period shall be at the monthly rate of One Thousand and No/100 Dollars (\$1,000.00) per month.

15. **Damage or Destruction.** In case the Premises are so injured or damaged by fire or other cause as to be untenable, Landlord shall have the right, at its option, within sixty (60) days, to repair and restore the Premises to tenantable conditions, and the rent shall abate during the period said Premises are untenable. Should said Premises not be restored within sixty (60) days from the date of the fire or other cause rendering them untenable, either party thereto may terminate this Lease by giving the other party written notice of its intention to do so not later than ninety (90) days after the fire or other cause rendering the Premises untenable.

16. **Condemnation.** If any substantial portion of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose so as to render the remaining portion of the Premises unsuited for the uses stated herein, even though the entire Premises be not so taken or condemned, then the Tenant, at any time thereafter, shall have the right to terminate this Lease. Upon the termination of this Lease as herein provided, Tenant shall be entitled to a refund of all rents paid in advance from the date of termination to the date through which the rent shall have been paid. Tenant hereby waives any and all rights to participate in the proceeds of any award made in any condemnation proceedings for the taking of the Premises, or any portion thereof, except the right to participate in Tenant's equitable portion of any proceeds for the loss of Tenant's business at such location, if any.

17. **Quiet Enjoyment.** Landlord agrees and warrants that Tenant, keeping and performing the covenants herein contained on the part of Tenant to be kept and performed, shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises.

18. **Miscellaneous Covenants of Tenant.** Tenant shall:

A. Pay the rent and all sums due under this Lease at the times and places that the same are payable without abatement, set off, deduction, or counterclaim, until this Lease is lawfully terminated.

B. Peaceably deliver up and surrender possession of the demised Premises at the expiration or sooner lawful termination of this Lease, and at such time without demand or delay deliver to Landlord or its agent all keys for the demised Premises.

C. Give to Landlord prompt written notice of any known accident, fire, casualty or damage occurring on or to the Premises which would tend to adversely effect Landlord; provided, however, Tenant's failure to give notice shall not be deemed a default for which Landlord may terminate or affect Tenant's rights under this lease.

19. **Removal of Trade Fixtures.** So long as Tenant is not in default under this Lease, upon the termination of the Lease, all trade fixtures, furniture, equipment and other personal property (other than normal fixtures) which Tenant placed upon the Premises, may be removed by Tenant, provided the same are not permanently attached to the Premises and the removal of such will not damage the Premises and Tenant shall otherwise leave the Premises in reasonable condition. However, Tenant shall leave all improvements to real property in reasonable condition. Tenant shall, at its expense, promptly repair any damage caused by or arising out of the removal of any such fixtures, equipment, improvements or personal property.

20. **Waiver of Subrogation.** Tenant waives any and all rights of recovery, claim, action or cause of action against Landlord for any damage that may occur to the Premises or located thereon by reason of fire, the elements or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, and covenants hereby that no insurer shall hold any right of subrogation against Landlord for such damage other than for the breach of covenants, negligence or willful misconduct of Landlord or its agents.

21. **Binding Effect.** This Lease shall inure to the benefit of the heirs, successors, representatives, and permitted assigns of the parties hereto, and shall bind the heirs, successors, representatives, and assigns of the parties hereto.

22. **References to Gender and Number Terms.** Whenever the context requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

23. **Days and Dates Defined.** Unless other specified herein, all references to "day" or "days" in this Lease shall mean a calendar day or calendar days. If any date set forth in this Lease or computed pursuant to this Lease falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

24. **Attorney's Fees.** If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

25. **Headings.** The headings of the paragraphs of this Lease are for convenience or reference only and are not a part of this Lease, with the sole exception being the heading for Notice.

26. **Modifications.** This Agreement can only be modified by a written agreement duly signed by authorized representatives of each party hereto. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the parties hereto covenant and agree not to enter into any oral agreement or understanding inconsistent with or in conflict with this Agreement; the parties hereto further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

27. **Waiver.** Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition of this Agreement.

28. **Relationship of the Parties.** Nothing herein shall be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this paragraph.

29. **Third Parties.** The provisions of this Agreement are not intended to be for the benefit of any third parties, and no third party shall be deemed to have any privity of contract with either of the parties hereto by virtue of this Agreement.

30. **Time of Essence.** The parties acknowledge and agree that TIME IS OF THE ESSENCE in the performance of this Agreement.

31. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

32. **Governing Law.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of South Carolina.

33. **Venue and Jurisdiction.** The parties hereto hereby (i) agree that any litigation, action or proceeding arising out of or relating to this Agreement may be instituted in a state or federal court in Charleston County, South Carolina, (ii) waive any objection which they might have now or hereafter to any such litigation, action or proceeding based upon improper venue or inconvenient forum, and (iii) irrevocably submit to the jurisdiction of such courts in any such litigation, action or proceeding. For all purposes of this Agreement, the parties hereto irrevocably consent to personal jurisdiction of such courts, and further agree that service of process upon such party may be effected pursuant to the United States mail according to the applicable rules of Civil Procedure.

34. **No Inference Against Author.** No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

35. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto.

36. **Exhibits.** The Exhibits referenced in this Lease and attached hereto are incorporated in and made a part of this agreement.

37. **Recordation.** This Lease may not be recorded by either party. The parties agree, at the request of either of them, to execute for recording purposes a memorandum of this Lease, with cost of recording to be paid by the requesting party.

38. **Notices.** Any notice, request, approval, consent, demand or other communication shall be effective upon the first to occur of the following: (i) upon hand delivery receipt by the party to whom such notice, request, approval, consent, demand or other communication is being given; or (ii) three (3) business days after being duly deposited in the United States mail, certified or registered, return receipt requested, and addressed as follows:

Landlord: Charleston County School District
3999 Bridge View Drive
N. Charleston, SC 29405
Attention: Wayne Wilcher
Telephone: (843) 566-8131

Tenant: National Building Science Corporation
1220 Rosecrans Street #119
San Diego, CA 92106-2674
Attention: Jacqueline B. McNabb
Telephone: (619) 450-6446

The parties hereto may change their respective contacts addresses by notice in writing given to the other party to this Agreement, within thirty (30) days of any such change.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the day and year first above written.

LANDLORD:
CHARLESTON COUNTY SCHOOL DISTRICT

By: _____

Name: Nancy J. McGinley

Title: Superintendent of Schools

By: _____

Name: Cindy Bohn Coats

Title: Chairperson of the Board

TENANT:

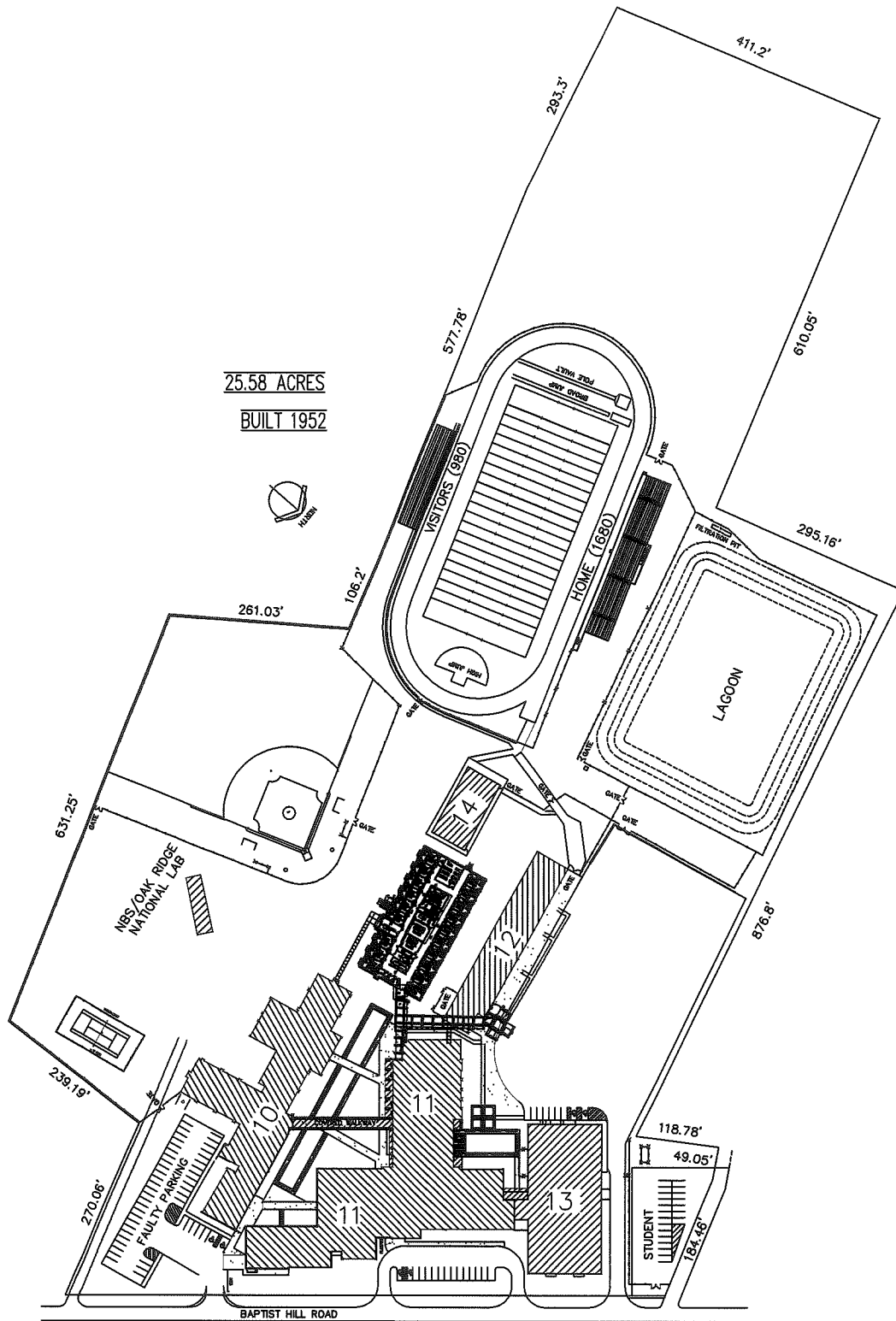
NATIONAL BUILDING SCIENCE CORPORATION

By: _____

Name: Jacqueline B. McNabb

Title: President

Exhibit A



11/17/10 BAPTIST HILL MIDDLE & HIGH SCHOOL
SITE PLAN

75 Calhoun Street
Charleston, SC 29401

**CONTRACTS AND PROCUREMENT
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

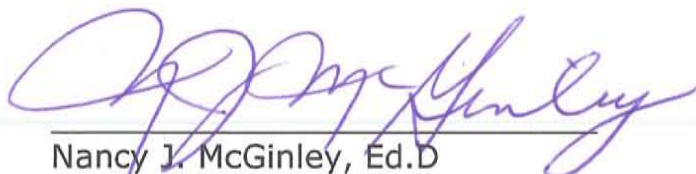
DATE: October 13, 2014

SUBJECT: Time and Attendance System

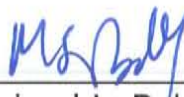
RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve the purchase of the Time and Attendance System from Kronos, Inc.

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

Respectfully submitted:

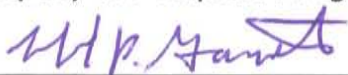


Nancy J. McGinley, Ed.D.
Superintendent of Schools



Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy,
Deputy for Capital Programs



Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

10.1E

CONTRACTS AND PROCUREMENT
October 13, 2014

SUBJECT: Time and Attendance System

BACKGROUND: The District has continuously faced challenges in the area of time and attendance tracking. Currently we pay "by exception" which means, employees only submit a time sheet when they are taking leave. Additionally, hourly employees submit a log in sheet to their supervisor, that is on an excel worksheet, which track hours worked manually on a paper form. This method is unreliable, inefficient, and leaves room for human errors. Around 2005, the District was audited by DOL (The Department of Labor) and ultimately paid out roughly \$1 million dollars due to incorrect time and attendance data. To ensure the District is properly compensating employees for all hours worked, it is necessary that we implement a time and attendance system that will electronically track this information thus reducing the District's liability. Implementing this system will ensure unavoidable mistakes are not created by using manual payroll calculation (i.e. determining hours worked, overtime, straight time, or compensatory time).

DISCUSSION: Charleston County School District issues a solicitation in 2012. Based on the results of the solicitation, CCSD tested Tyler Technology time and attendance module. It was determine that this system would not meet the needs of CCSD. Staff contacted other school districts, who use Munis and Kronos Workforce Management System. Staff determined Kronos offered the best solution for CCSD.

In September of 2013, Harford County Public Schools on behalf of U.S. Communities Governmental Purchasing Alliance issued Request for Proposal No. 14-JLR-003 to procure a Workforce Management System, which includes Time, Attendance, Leave, Scheduling, Payroll Solutions and related products, services, and systems. Harford County Public Schools, U.S. Communities and Kronos Inc. entered into Contract No. 14-JLR-003 on March 18, 2014 to provide a Workforce Management System in accordance with the requirements of RFP No. 14-JLR-003. The contract period is three (3) years with the option to renew for two (2) additional one (1) year periods, total of five (5) years.

To acquire KRONOS, CCSD will enter into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA), which outlines the terms and conditions that allow CCSD access to the Lead Public Agency Master Agreement. The start is July 1, 2014 and the initial term is three (3) years.

There is a one- time subscription service startup cost of \$3,420, a one-time equipment cost of \$332,630 and professional services/educational services cost of \$59,917.50. CCSD will pay \$20,253 a month for WFC SAAS services and \$2,338 a month for application services. These services will be required for thirty-six (36) months. Also, CCSD will pay \$52,725 a year for support services.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve the purchase of the Time and Attendance System from Kronos, Inc.

FUNDING SOURCE/COST:

GOF/\$865,140.40 and FCO/\$418,110.18

FUTURE FISCAL IMPACT:

GOF/\$295,761.00 a year for three years

DATA SOURCES:

Wayne Wilcher
Bill Briggman
Krishinda Jenkins
Robin McNeal
Terri Shannon
Joyce Costello

PREPARED BY:

Wayne Wilcher

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

75 Calhoun Street
Charleston, SC 29401

**CONTRACTS AND PROCUREMENT
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

DATE: October 13, 2014

SUBJECT: Time and Attendance System

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve the purchase of the Time and Attendance System from Kronos, Inc.

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

Respectfully submitted:

Nancy J. McGinley, Ed.D
Superintendent of Schools

Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy,
Deputy for Capital Programs

Todd Garrett, Chair
Audit & Finance Committee

☐ Item voted on and
recommended for Board
A&F Committee on _____

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

CONTRACTS AND PROCUREMENT
October 13, 2014

SUBJECT: Time and Attendance System

BACKGROUND: The District has continuously faced challenges in the area of time and attendance tracking. Currently we pay "by exception" which means, employees only submit a time sheet when they are taking leave. Additionally, hourly employees submit a log in sheet to their supervisor, that is on an excel worksheet, which track hours worked manually on a paper form. This method is unreliable, inefficient, and leaves room for human errors. Around 2005, the District was audited by DOL (The Department of Labor) and ultimately paid out roughly \$1 million dollars due to incorrect time and attendance data. To ensure the District is properly compensating employees for all hours worked, it is necessary that we implement a time and attendance system that will electronically track this information thus reducing the District's liability. Implementing this system will ensure unavoidable mistakes are not created by using manual payroll calculation (i.e. determining hours worked, overtime, straight time, or compensatory time).

DISCUSSION: Charleston County School District issues a solicitation in 2012. Based on the results of the solicitation, CCSD tested Tyler Technology time and attendance module. It was determine that this system would not meet the needs of CCSD. Staff contacted other school districts, who use Munis and Kronos Workforce Management System. Staff determined Kronos offered the best solution for CCSD.

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RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve the purchase of the Time and Attendance System from Kronos, Inc.

FUNDING SOURCE/COST:

GOF/\$865,140.40 and FCO/\$418,110.18

FUTURE FISCAL IMPACT:

GOF/\$295,761.00 a year for three years

DATA SOURCES:

Wayne Wilcher
Bill Briggman
Krishinda Jenkins
Robin McNeal
Terri Shannon
Joyce Costello

PREPARED BY:

Wayne Wilcher

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

75 Calhoun Street
Charleston, SC29401

**CONTRACTS AND PROCUREMENT
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby


DATE: October 13, 2014


SUBJECT: 2014 Small, Women, and Minority Business Enterprise (SWMBE) Report

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees accept this information regarding 2014 SWMBE Report and approve staff to revise the MBE Utilization Plan.

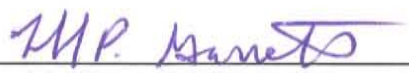
The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:


Nancy J. McGinley, Ed.D
Superintendent of Schools


Michael L. Bobby
Chief of Finance, Operations &
Capital Programs

Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

CONTRACTS AND PROCUREMENT

October 13, 2014

SUBJECT: FY 2014 Small, Women, and Minority Business Enterprise (SWMBE) Report

BACKGROUND: The Board of Trustees approved CCSD's MBE Utilization Plan on October 13, 2008 and a revision on December 10, 2012. As part of this plan, CCSD will provide an annual report to the Board regarding the progress of this plan. The plan included the following as a goal for SWMBE utilization: The Charleston County School District will establish goals that include expending with Minority Business Enterprises (MBEs/SWMBEs) certified by the Office of Small and Minority Business Assistance a verifiable amount equal to ten percent (10%) and likewise with non-certified MBEs/SWMBEs, a verifiable amount equal to ten percent (10%) of CCSD's total procurements (with the exclusion of debt service, salary, benefits, telephones, water and sewer, electric & gas, transfers, solid waste fees, and settlements/claims) for the procurement of supplies, services, information technology and construction. This will mean a total CCSD verifiable goal of twenty percent (20%).

DISCUSSION: Report on MBE/SWMBE activity for the year ending June 30, 2014. The District activity and the activity of our Construction Management firms are included.

During FY 2014, CCSD paid 9,581 vendors which includes 96 SWMBE vendors. This total is lower than the 247 SWMBE vendors reported in FY 2013. The total in the prior year included vendors identified by purchase order count. This method led to vendors being counted more than one time.

CCSD procurements totaled \$220,491,783.65 in FY 2014, which included \$7,812,018.34 procured through SWMBE vendors. This does not include expenditures with small businesses. The percentage of dollars spent with SWMBE vendors was four percent (4%). During FY 2013, CCSD spent \$202,272,290.05 which included \$11,558,277.51 spent with SWMBE vendors. The percentage of dollars spent was six percent (6%). Based on the goal established in the MBE Utilization Plan, CCSD did not meet the goal of twenty percent (20%).

During the preparation of this report, staff discovered errors in the vendor class code data. This led to the incorrect reporting of the number of vendors and expenditures associated with certified and non-certified vendors in FY 2013. Staff did not breakout information by certified or non-certified in this report.

The goal of twenty percent (20%) of total procurements needs to be revised to reflect a percentage of total procurements available and the pool of SWMBE vendors in the targeted areas. CCSD has excluded cost from the total procurements (salary, benefits, water and sewer, electric & gas). Contractors on the Capital Building Program should exclude those types of cost also. Their goals should be based on the dollars they have available to spend with subcontractors. Currently, we based it on the total contract amount.

Staff will focus on developing a method to determine a sound estimate of the total procurements available for subcontracting during a fiscal year. Staff will determine an estimated number of vendors available for contracting opportunities with CCSD and its contractor.

Staff will revise the current vendor class codes to match class codes established by the Governor's Office of Small and Minority Business Assistance. This will reduce the number of vendors not classified correctly. Also, staff will establish goals for each classification group and the SWMBE Report will be broken out by classification.

Staff targets late January to submit a revised MBE Utilization Plan for approval and to have processes established to accurately capture and report minority participation. Staff will continue their current outreach efforts and establish new methods to increase minority participation. Staff has a MBE Expo scheduled for October 24, 2014.

RECOMMENDATION: It is hereby recommended that the Charleston County School Board of Trustees accept this information regarding 2014 SWMBE Report and approve staff to revise the MBE Utilization Plan.

FUNDING SOURCE/COST:

None

FUTURE FISCAL IMPACT:

None

DATA SOURCES:

Wayne Wilcher, Larry Lutrario, Robin McNeal, and Kacey Austin

PREPARED BY:

Wayne Wilcher

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Wayne Wilcher

75 Calhoun Street
Charleston, SC 29401

CONTRACTS & PROCUREMENT SERVICES
Board Agenda Item

TO: Board of Trustees

FROM: Michael L. Bobby


DATE: October 13, 2014

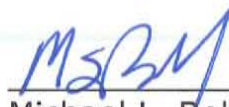
SUBJECT: IT Security Assessment

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees award the contract for a security assessment of Charleston County School District's IT systems and components (P1413) to Networking Institute of Technology, Inc. in the amount of \$163,500. Further, authorize the rate of \$100 per hour plus travel expenses for consulting services related to remediation.


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

Respectfully submitted:


Nancy J. McGinley, Ed.D.
Superintendent of Schools


Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

CONTRACTS & PROCUREMENT SERVICES
OCTOBER 13, 2014

SUBJECT:

Request for Proposal P1413: IT Network Security Audit

BACKGROUND:

In approving Internal Audit's annual audit plan, the Audit & Finance Committee requested an out-sourced security assessment of the District's information technology. To meet this request, Internal Audit and Information Technology partnered to develop the scope of services. As such, the RFP solicited proposals to conduct a formal assessment of the following four IT systems and components.

1. ERP System (application software)
2. Student Information System (application software)
3. Data Warehouse (application software)
4. Internet Infrastructure (including internet and wireless)

It should be noted that the three application software systems, included above, are web-based, giving users direct access to information. This decreases business cost, while increasing the risk of inappropriate access to personal and confidential information. Accordingly, District management has deemed web application testing to be vital component of the IT security assessment, whenever possible.

DISCUSSION:

On March 31, 2014, solicitation Request for Proposal P1413 IT Network Security Audit, Phase 1 was issued. CCSD utilized the Request for Proposal (RFP) sourcing process to allow offeror to submit a solution to meet a need that CCSD may not be able to define. This RFP was advertised in the South Carolina Business Opportunities (SCBO) and on CCSD's website. The proposals were due in Procurement on April 30, 2014 by 2:00 pm. The evaluation committee convened on May 7, 2014 to review and discuss the proposals received. The committee consists of 2 IT officials, 1 auditor and 1 procurement official. On June 17, Phase 2 was issued. This included confidential information in which the offerors in phase 1 was required to sign a Non-Disclosure Agreement before receiving the solicitation document. This document was not advertised in SCBO nor CCSD website. This document was deemed confidential. The proposals were due in Procurement on July 8, 2014 by 2:00 pm. One proposal was received as a result of the solicitation. The committee met to discuss the proposal, verifying that it met the District's needs. A phone conference was held with the vendor to address questions.

The vendor's proposal is to conduct the assessment in accordance with the National Institute of Standards and Technology Special Publication 800-30, Revision 1 *Guide for Conducting Risk Assessments*. The following table shows the hourly rates, labor hours, and travel to conduct the security assessment for all four of the District's systems.

System Name	Estimated Labor Hours	Discounted Hourly Rate	Total Labor Cost	Travel Costs	Web Application Testing	Total Costs
ERP System	300	\$100.00	\$30,000	\$3,000	\$9,500	\$42,500
Student Information System	300	\$100.00	\$30,000	\$3,000	\$9,500	\$42,500
Data Warehouse	300	\$100.00	\$30,000	\$3,000	\$9,500	\$42,500
Network Infrastructure	300	\$100.00	\$30,000	\$3,000	NA	\$33,000
*Cenzic License Fee	NA	NA	NA	NA	3,000	\$3,000
Total Cost	NA	NA	\$120,000	\$12,000		\$163,500

*Cenzic license 30 day limited engagement

The above cost presentation includes web application testing, which was presented in the proposal as an optional service.

The District's solicitation requires the vendor be available for consultation to address follow-up questions respective to specific recommendations resulting from the assessment. Given the limited staffing available to enact the recommendations, the District requested the vendor provide their hourly rate for consulting services related to implementation of the recommendations. Accordingly, Networking Institute of Technology, Inc. has provided the rate of \$100 per hour plus travel expenses for consulting services related to remediation.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees award the contract for a security assessment of Charleston County School District's IT systems and components (P1413) to Networking Institute of Technology, Inc. in the amount of \$163,500. Further, authorize the rate of \$100 per hour plus travel expenses for consulting services related to remediation.

FUNDING SOURCE/COST:

General Fund \$150,000 prior year encumbrance with remainder from current year General Fund budget.

FUTURE FISCAL IMPACT:

Potential future cost for remediation

DATA SOURCES:

John McCarron, Chief Information Officer

Cathleen M. Milne, CPA, CIA, CRMA, Director of Internal Audit

Robin McNeal, CPPO, CPPB, Procurement Services Officer

PREPARED BY:

Cathleen M. Milne, CPA, CIA, CRMA, Internal Audit

Robin McNeal, CPPO, CPPB, Procurement Services Officer

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Wayne Wilcher, CPPO/CPPB, Director of Contracts, Procurement and Records

75 Calhoun Street
Charleston, SC 29401

**CONTRACTS & PROCUREMENT SERVICES
Board Agenda Item**

TO: Board of Trustees

FROM: Michael Bobby

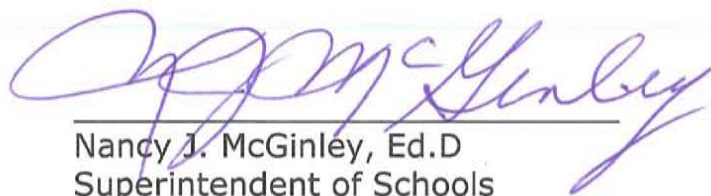
DATE: October 13, 2014

SUBJECT: Request for Proposal P1504 Telephone System Maintenance and Services

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve Request for Proposal P1504 Telephone System Maintenance and Services total value for five years in the amount of \$1,413,262.28

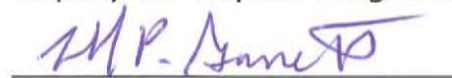
The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:


Nancy J. McGinley, Ed.D
Superintendent of Schools


Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

10.1 H

Contracts & Procurement Services
October 13, 2014

SUBJECT:

Request for Proposal P1504 Telephone System Maintenance and Services total value for Five Years \$1,413,262.28

BACKGROUND:

CCSD requires modern, reliable telephone services for all offices, schools, and classrooms. Current system inventory needs vendor provided support through an Avaya certified maintenance provider. Provider also provides support for critical services during high volume periods or for situation events. Provider shall maintain maintenance with manufacturer and additional support during high volume of updating & upgrading of systems, therefore maintenance from Business Partners is required.

CCSD issued an RFP to solicit proposals from various Business Partners for our Avaya Telephone Systems. The proposal provided for the purchase to include maintenance of covered and non-covered parts & support of system maintenance.

DISCUSSION:

On July 18, 2014, solicitation Request for Proposal P1504 Telephone System Maintenance and Services was issued. CCSD utilized the Request for Proposal (RFP) sourcing process to allow offeror to submit a solution to meet a need that CCSD may not be able to define. This RFP was advertised in the South Carolina Business Opportunities (SCBO) and on CCSD's website. The proposals were due in procurement on September 18, 2014 by 2:00 pm. The evaluation committee convened on September 23, 2014 to review and discuss the proposals received. The committee consists of three IT officials and one Procurement official. Procurement received four proposals but two were deemed non-responsive. After reviews, discussions and scoring, this is the result.

	Vendor	Score	Total Cost
1	Rhema Telecom (Rhetel)	89.088	\$1,413,262.28
2	AGC	74.628	\$1,094,865.65

*Please see attached worksheet for details

Rhema Telecom, Inc. proposal was scored the highest and selected to be the most advantageous for the District. Rhema Telecom proposal includes indirect cost in which AGC will provide at an additional cost to the District.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve Request for Proposal P1504 Telephone System Maintenance and Services total value for five years in the amount of \$1,413,262.28

FUNDING SOURCE/COST:

General Operating Funds (GOF)

Cost: Total for Five Years - \$1,413,262.28

FUTURE FISCAL IMPACT:

Year One = \$238,857.64

Year Two = \$293,601.16

Year Three = \$293,601.16

Year Four = \$293,601.16

Year Five = \$293,601.16

DATA SOURCES:

Robin McNeal, CPPO/CPPB, Procurement Services Officer

Martin Nielson, Telecommunications Engineer I

PREPARED BY:

Robin McNeal, CPPO/CPPB, Procurement Services Officer

Martin Nielson, Telecommunications Engineer I

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Wayne Wilcher, CPPO/CPPB, Director of Contracts, Procurement and Records

75 Calhoun Street
Charleston, SC 29401

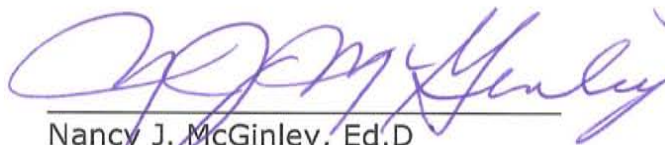
**CONTRACTS & PROCUREMENT SERVICES
Board Agenda Item**

TO: Board of Trustees
FROM: Michael Bobby, Chief of Finance and Operations
DATE: October 13, 2014
SUBJECT: Contract Extension of Parlant Technology (Parentlink ASP License)

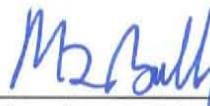
RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve to extend Request for Proposal P7043 Automated Notification Systems contract for one year.

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

Respectfully submitted:



Nancy J. McGinley, Ed.D.
Superintendent of Schools



Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy,
Deputy for Capital Programs



Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

CONTRACTS & PROCUREMENT SERVICES
OCTOBER 13, 2014

SUBJECT:

Contract Extension of Parlant Technology (Parentlink ASP License)

BACKGROUND:

In 2007, we entered into a contract with Parlant Technology to provide ParentLink, the notification system used by the district to communicate district and school level messages, with students, parents, staff, and community members using recorded messages and email.

We have extended the ParentLink contract annually for two consecutive years (2012 and 2013). We are requesting a one year extension of our ParentLink contract, which would allow services to be provided, uninterrupted, through June 30, 2015. We are currently in the beginning stages of the RFP (Request for Proposal) process to solicit a new notification system vendor.

DISCUSSION:

A one year extension of this contract is advantageous to the District; it will allow the continuance of service, budgetary control and most important—a strategic partner who understands the District's technology needs. An interruption of this important communication tool at this point in the school year would have significant consequences that would be both negative and long lasting.

Under the Charleston County Procurement Code 2030.4-Maximum Time for Use, Contract exceeding seven years may be approved by the Board.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve to extend Request for Proposal P7043 Automated Notification Systems contract for one year.

FUNDING SOURCE/COST:

Technology Project Fixed Cost of Ownership

Fiscal year 2015 cost is \$2.00 per student which calculates to \$72,808.50 for 48,539 students

FUTURE FISCAL IMPACT:

N/A

DATA SOURCES:

Robin McNeal, CPPO/CPPB, Procurement Services Officer

Tyesha Drayton, Technology Project Manager

PREPARED BY:

Robin McNeal, CPPO/CPPB, Procurement Services Officer
Tyesha Drayton, Technology Project Manager

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Wayne Wilcher, CPPO/CPPB, Director of Contracts, Procurement and Records

RIDER I

This Rider ("Rider 1") is made as of this September 24, 2014 and amends the June 22, 2012 ParentLink ASP License Agreement for US Customer ("Agreement") with Charleston County School District.

The Parties agree to add the following language to the Agreement:

The License is renewed for the period of October 1, 2014 to June 30, 2015. Charleston County School District agrees to pay \$2.00 per student per year for its subscription to Service from October 1, 2014 to June 30, 2015, which is calculated as \$72,808.50. The number of students is 48,539 and the pro-rated total for 9 months of service equals 48,539 students * \$2/student * 9/12 adjustment to pro-rate the amount. Both parties may mutually agree to renew the agreement for one year periods immediately following June 30, 2015.

Except as provided in this Rider 1, all terms and conditions of the Agreement shall remain in full force and effect.

For: PARLANT
Signed:
Print Name: John Graff
Title: President

For: Charleston County School District
Signed:
Print Name:
Title:

75 Calhoun Street
Charleston, SC 29401

**Information Technology
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

DATE: October 13, 2014

SUBJECT: Reallocation of Fiscal Year 2015 Fixed Cost of Operations Funds

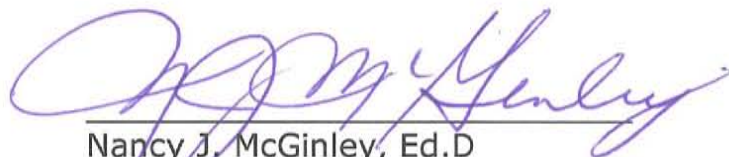
RECOMMENDATION: Approve a reallocation of FY 2015 Fixed Cost of Operations - Classroom Modernization Project funds from Printer Replacement to Classroom Technology Upgrades.

The material is submitted for:

☒ Action ☐ Information

☒ Open ☐ Executive

Respectfully submitted:


Nancy J. McGinley, Ed.D.
Superintendent of Schools


Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

10, 11

Information Technology
October 13, 2014

SUBJECT:

Reallocation of Fiscal Year 2015 Fixed Cost of Operations Funds

BACKGROUND:

In 2009-10, Charleston County School District initiated the Classroom Modernization Project. The goal of the project is to provide a 21st Century learning environment for every child, in every school, every day.

Classroom Modernization is a capital project funded through Fixed Cost of Operations (FCO). The project includes 3 focus areas: Classroom Technology, Computer Replacement, and Media Center Technology. Classroom Modernization was expanded to include Sound Enhancement, Printer Replacement, Video Distribution, and Wireless.

DISCUSSION:

Each year, the District must make difficult decisions on what should be funded with scarce FCO funds. Initially, we included printer replacement as a part of our budget submission. The original 2014-15 FCO budget submission with printer replacement **highlighted** is shown below:

FY2015 Classroom Modernization Budget				\$7,652,000
PROJECT	PROJECT NAME	PROJECT DESCRIPTION	BUDGET	ACCUMULATIVE BUDGET
1	Classroom Technology Upgrades	District-wide Classroom Technology Upgrades	\$4,251,000	\$4,251,000
2	PC Replacement	District-wide PC Replacement	\$1,250,000	\$5,501,000
3	Media Center Technology Upgrades	District-wide Media Center Technology Replacement	\$1,100,000	\$6,601,000
4	Sound and Video System Replacement	District-wide Sound and Video Distribution	\$471,000	\$7,072,000
5	Printer Replacement	District-wide Printer Replacement	\$580,000	\$7,652,000
6	Classroom Modernization Contingency	District-wide 5% Classroom Modernization Contingency		\$7,652,000
6a	Project Management, Implementation, and Deployment Resources		\$382,600	
TOTAL BUDGET				\$7,652,000

After budget adoption, we recognized that critical student computer replacements planned required more funds than Classroom Technology Upgrades was allocated. As a result, the recommendation to defer printer replacement and move the funding to student computer replacements was brought forward.

As the District moves toward personalized learning supported by wireless one-to-one computing, the need for a printer in every classroom is greatly reduced. Additional time is needed to study the issue and determine if there are cost-effective alternatives to a printer in every classroom. We are piloting shared multi-function printer/copiers in place of classroom printers in a few one-to-one schools.

The updated budget shows the reallocated funding from printer replacement to Classroom Technology Upgrades in support of student device replacement and is **highlighted** below:

Information Technology
October 13, 2014

FY2015 Classroom Modernization Budget				\$7,652,000
PROJECT	PROJECT NAME	PROJECT DESCRIPTION	BUDGET	ACCUMULATIVE BUDGET
1	Classroom Technology Upgrades	District-wide Classroom Technology Upgrades	\$4,831,000	\$4,831,000
2	PC Replacement	District-wide PC Replacement	\$1,250,000	\$6,081,000
3	Media Center Technology Upgrades	District-wide Media Center Technology Replacement	\$1,100,000	\$7,181,000
4	Sound and Video System Replacement	District-wide Sound and Video Distribution	\$471,000	\$7,652,000
5	Printer Replacement	District-wide Printer Replacement	\$0	\$7,652,000
6	Classroom Modernization Contingency	District-wide 5% Classroom Modernization Contingency		\$7,652,000
6a	Project Management, Implementation, and Deployment Resources		\$382,600	
TOTAL BUDGET				\$7,652,000

RECOMMENDATION:

Approve a reallocation of FY 2015 Fixed Cost of Operations - Classroom Modernization Project funds from Printer Replacement to Classroom Technology Upgrades.

FUNDING SOURCE/COST:

FY 2015 Fixed Cost of Operations – Reallocation

FUTURE FISCAL IMPACT:

N/A

DATA SOURCES:

Information Technology Department

PREPARED BY:

John McCarron, Chief Information Officer

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

75 Calhoun Street
Charleston, SC 29401

**Risk, Safety and Environmental Management
BOARD AGENDA ITEM**

TO: Board of Trustees

FROM: Michael L. Bobby

DATE: October 13, 2014

SUBJECT: Pest Control Treatment for Sanders Clyde Elementary School

RECOMMENDATION: Authorize the District to procure services from Dodson Pest Control for Sanders Clyde Elementary School for \$62,282, plus annual bond renewal for \$4,982.

The material is submitted for:

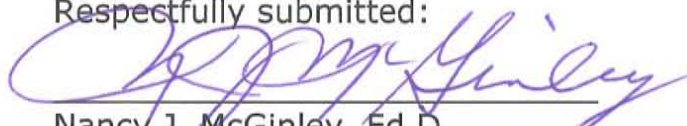
☒ Action

☐ Information

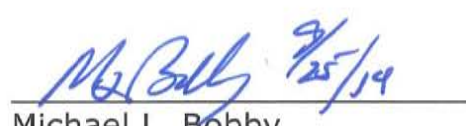
☒ Open

☐ Executive

Respectfully submitted:



Nancy J. McGinley, Ed.D
Superintendent of Schools



Michael L. Bobby
Chief of Finance & Operations

N/A
Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

Item voted on and
recommended for Board
A&F Committee on 9/29/14

N/A
Tripp Wiles, Chair
Policy & Personnel Committee

Item voted on and
recommended for Board
Policy Committee on N/A

10.1K

Risk, Safety and Environmental Management
October 13, 2014

SUBJECT:

Pest Control Treatment For Sanders Clyde Elementary School

BACKGROUND:

The week of August 18, 2014, District Officials became aware that active boring termites were present under the Sanders Clyde Elementary gymnasium floor. District Representatives immediately contacted the Construction Manager, General Contractor, and Architect for the 2010 project, inquiring about termite pre-treatment that was applied during the construction process. All parties, for reasons that the District is exploring further, indicated that specifications in both the early site package, as well as the general construction, did not require termite pre-treatment.

On September 2, District Officials mobilized our contracted pest control vendor, Dodson Pest Control, to assess the damage and deliver a Scope of Work for remediation. Dodson Pest Control observed that the termite damage appeared to extend beyond the gymnasium floor - based on observed termite tunnels affixed on the surface of crawlspace structural components; it appears to extend to several other areas of the facility. Dodson has also noted the presence of standing water in portions of the crawlspace and has suggested that such conditions are favorable for termite activity.

Further exploration in the Sanders Clyde crawlspace revealed significant tunnels in the dampest areas of the foundation, as well as issues with the moisture barriers that were installed. However, the portion of the crawlspace that is underneath the gymnasium floor, where the termite activity was initially discovered, is presently not accessible. Maintenance crews are in the process of creating an access point to be able to explore underneath the gymnasium floor to assess any further termite damage.

DISCUSSION:

It is not known when, where or under what conditions the termite activity initiated; however, the District has elevated this project to the highest priority for remediation. A Scope of Work is included in this request for authority to procure Dodson Pest Control's services.

Even though Dodson Pest Control was not able to access the entire crawlspace during their assessment, treatments are priced relative to linear feet. Using the Sanders Clyde floor plans, they were able to accurately provide a quote for their service. It is important to note that this Scope of Work only includes the pest control treatment, not repairs to the facility. This service would "bond" the campus, with an annual renewal of \$4,982.

A structural engineer is assessing the damages to the facility and will deliver a report that will outline recommended repairs. At that time, the District will develop a plan of action to bring Sanders Clyde Elementary back to baseline.

RECOMMENDATION:

Authorize the District to procure services from Dodson Pest Control for Sanders Clyde Elementary School for \$62,282, plus annual bond renewal for \$4,982.

FUNDING SOURCE/COST:

General Operating Fund Contingency

FUTURE FISCAL IMPACT:

Annual renewal for termite bond treatment at \$4,982 paid from the General Operating Fund. It is unknown at this time the cost of repairs to the facility or the funding source from which it will be paid.

DATA SOURCES:

Dodson Pest Control

District Staff in Facilities Maintenance & Asset Management and Risk, Safety & Environmental Management

PREPARED BY:

Dana Enck, Director, Risk Safety and Environmental Management

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street
Charleston, SC29401

**CAPITAL PROGRAMS
BOARD AGENDA ITEM**

***As amended by Audit & Finance Committee**

TO: Board of Trustees

FROM: Michael L. Bobby

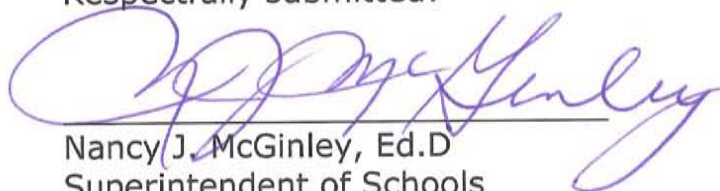
DATE: October 13, 2014

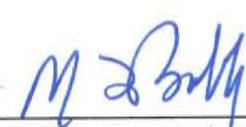
SUBJECT: Wando High School - Cafeteria Expansion (Addition)

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve to authorize staff to award and enter into a contract with Hill Construction Services of Charleston, Inc. at a Not to Exceed (NTE) amount of \$2,994,988.00, for the Wando High School - Cafeteria Expansion (Addition) and Alternates (Solicitation No. 14-CMG-B-005).

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

Respectfully submitted:


Nancy J. McGinley, Ed.D.
Superintendent of Schools


Michael L. Bobby
Chief of Finance & Operations

Jeffrey Borowy, Deputy for Capital
Programs


Todd Garrett, Chair

Audit & Finance Committee A&F Committee on 10-13-14

☒ Item voted on and
recommended for Board

Tripp Wiles, Chair

Policy & Personnel Committee Policy Committee on _____

☐ Item voted on and
recommended for Board

10.1 L

CAPITAL PROGRAMS
October 13, 2014

SUBJECT:

Wando High School - Cafeteria Expansion (Addition)

BACKGROUND:

During design of the Center for Advanced Studies at Wando, CCSD Staff along with Cumming Construction Management, determined it was more cost advantageous, from both a construction cost and operational cost perspective, to expand the Cafeteria at Wando High School rather than incorporate a 600 student Cafeteria into the design of the Center for Advanced Studies at Wando.

On September 9, 2013, by Item 10.1.C, the CCSD Board of Trustees approved funding the Wando High School – Cafeteria Expansion with Sales Tax funds in the amount of \$1,650,000.00. On July 28, 2014, by Item 11.12, the CCSD Board of Trustees approved staff to utilize a list of six (6) General Contractors to obtain competitive construction proposals for the Wando High School Cafeteria Expansion (addition). Furthermore, the Board approved Staff to proceed with a construction contract based on receipt of bid results that are within the established bid control number of \$2,250,000.00. \$600,000.00 of this project is being funded by CCSD Food Service Department.

DISCUSSION:

On August 21, 2014 an Invitation for Bid (IFB) was sent to the preapproved General Contractors. The Bid was held on September 25, 2014. Three (3) bids were received. Base Bid results indicated Hill Construction Services of Charleston, Inc. to be the apparent low bidder, with a base bid of \$2,170,665.00. The base bid along with the cost of Alternate No. 1 and 2 totals \$2,994,988.00. This amount exceeds the original base bid control number approved Not to Exceed (NTE) amount of \$2,250,000.00. The original base bid control number was established based on information available at the time, however final approval from the State Office of School Facilities (OSF) necessitated some design changes to be incorporated as well as the inclusion of Alternate No. 2.

In addition to the base bid, the bid documents contained an Alternate No. 1 for renovation of the existing Cafeteria and Alternate No. 2 to provide the relocation and replacement of the existing dumpsters in order to improve the traffic flows at the rear of the campus as well as a new metal storage facility.

In an effort to obtain better pricing Alternate No. 1 was included as an Alternate to this contract. The new total amount needed above the original base bid control number of \$2,250,000.00 is \$744,988.00. Total amount funded by the penny sales tax is to be \$2,528,196.00. Total amount to be funded by the Food Nutrition Service Department is to be \$466,792.000.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve to authorize staff to award and enter into a contract with Hill Construction Services of Charleston, Inc. at a Not to Exceed (NTE) amount of \$2,994,988.00, for the Wando High School – Cafeteria Expansion (Addition) and Alternates (Solicitation No. 14-CMG-B-005).

FUNDING SOURCE/COST:

1. One(1) cent sales tax revenues
2. Food Nutrition Services Department
3. Facilities Maintenance Department

FUTURE FISCAL IMPACT:

No additional funds required.

DATA SOURCES:

Jeffrey Borowy, Deputy for Capital Programs
Rick W. Holt, Director, Cumming Construction Management, Inc.

PREPARED BY:

Jeffrey Borowy, Deputy for Capital Programs
Rick W. Holt, Director, Cumming Construction Management, Inc.

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Lawrence Lutrario, Construction Procurement Officer

ATTACHMENTS

1. Official Bid Tabulation with Sub Contractor Listing
2. June 28, 2014 Board Report
3. September 9, 2013 Board Report

BID TABULATION
WANDO HIGH SCHOOL – CAFETERIA ADDITION
(Bid Solicitation Number 14-CMG-B-005)
September 25, 2014 @ 2:00 p.m.

BIDDER	GC License	Bid Bond/POA	Add. No. 1	Add. No. 2	Add. No. 3	Add. No. 4	BASE BID (Including Allowances)	Alternate No. 1 Renovation of Existing Cafeteria	Alternate No. 2 Relocation of Dumpster & Addition of Metal Storage
③ ✓ 60194586 Chastain Construction	✓	✓	✓	✓	✓	✓	\$2,376,442.00	\$594,450.00	\$551,772.00
Contract Construction	✓	✓	✓	✓	✓	✓	no Bid	✓	✓
① ✓ Hill Construction 6113608	✓	✓	✓	✓	✓	✓	\$2,170,465.00	\$466,792.00	\$357,531.00
② ✓ SouthCon Building Group 6113993	✓	✓	✓	✓	✓	✓	\$2,180,000.00	\$547,000.00	\$371,000.00
Stenstrom & Associates	✓	✓	✓	✓	✓	✓	no Bid	✓	✓
Trident Construction	✓	✓	✓	✓	✓	✓	no Bid	✓	✓

Opened By: Lawrence Lutrario, Charleston County School District

Witnessed By: Harold Lee, Cumming Construction Management, Inc.

**BID TABULATION
WANDO HIGH SCHOOL – CAFETERIA ADDITION
(Bid Solicitation Number 14-CMG-B-005)
September 25, 2014 @ 2:00 p.m.
"Attachment #1"**

LIST OF SUB-CONTRACTORS BY GENERAL CONTRACTOR

Chastain Construction

Specialty	Name
Mechanical	Triad Mechanical
Electrical	Electric Supply
Plumbing	Blackwell Plumbing Company
Masonry	Warren Concrete

Contract Construction

Specialty	Name
Mechanical	N/A
Electrical	N/A
Plumbing	N/A
Masonry	N/A

Hill Construction

Specialty	Name
Mechanical	Triad Mechanical
Electrical	Electric Supply
Plumbing	Blackwell Plumbing Company
Masonry	Wilson & Sons Masonry

SouthCon Building Group

Specialty	Name
Mechanical	Triad Mechanical
Electrical	Electric Supply
Plumbing	Blackwell Plumbing Company
Masonry	Fredrick's Masonry

BID TABULATION
WANDO HIGH SCHOOL – CAFETERIA ADDITION
(Bid Solicitation Number 14-CMG-B-005)
September 25, 2014 @ 2:00 p.m.
"Attachment #1"

Stenstrom & Associates

Specialty	Name
Mechanical	N/A
Electrical	N/A
Plumbing	N/A
Masonry	N/A

Trident Construction

Specialty	Name
Mechanical	N/A
Electrical	N/A
Plumbing	N/A
Masonry	N/A

A regular meeting of the Charleston County School District Board of Trustees was held on Monday, July 28, 2014, in the Board Room at 75 Calhoun Street. The following members of the Board were present: Mrs. Cindy Bohn Coats - Chair, Mr. Tom Ducker – Vice Chair, Mr. Craig Ascue, Rev. Chris Collins, Mr. Todd Garrett, Mr. Michael Miller, and Mr. Emerson Tripp Wiles and Dr. Nancy J. McGinley, Superintendent and Executive Secretary. Mrs. Elizabeth Moffly was absent. Mr. Michael Miller participated by telephone during Executive Session and a portion of the Open Session.

Staff members Mr. Michael Bobby, Mr. Bill Briggman, Dr. Charles D'Alfonso, Mr. John Emerson, Mrs. Michele English-Watson, Dr. Lisa Herring, Mr. Ron Kramps, Mrs. Audrey Lane, Mr. Louis Martin, Mr. John McCarron, Dr. Brenda Nelson, Mrs. Terri Nichols, Mr. Paul Padron, Mrs. Erica Taylor, Mrs. Latisha Vaughn-Brandon, Mrs. Anita Huggins, and Dr. James Winbush were also in attendance.

The news media was duly notified of the meeting. Media representatives were present.

I. EXECUTIVE SESSION
4:00 p.m.

Mr. Garrett moved, seconded by Rev. Collins, to go into Executive Session at 4:30 p.m. to discuss the Executive Session items listed below. The motion was approved unanimously.

1.1: Student Transfer Appeals

1.2: East Cooper Montessori Charter School Facility Lease

1.3: Principal Appointment Minnie Hughes ES

1.4: Legal Update – General Counsel

II. CALL TO ORDER, INVOCATION/MOMENT OF SILENCE, & PLEDGE of ALLEGIANCE
Mrs. Coats called the Open Session meeting of July 28, 2014 to order at 5:31pm. Then she called for a Moment of Silence followed by the Pledge of Allegiance.

III. ADOPTION OF AGENDA
Mr. Fraser moved, seconded by Mr. Garrett, to adopt the July 28, 2014 agenda. The motion was approved 8-0.

IV. SPECIAL RECOGNITIONS (15 minutes) – Mrs. Erica Taylor, Executive Director of Strategy & Communications
A. National Plant Manager of the Year
Mr. Ron Kramps, the Executive Director of Facilities and Asset Management, recognized Plant Manager of the Year, Mr. Jimmy Martin, who was recently awarded this honor by the National School Plant Management Association.

V. SUPERINTENDENT'S REPORT – Dr. Nancy J. McGinley, Superintendent of Schools
Dr. McGinley shared the following information:

- An update was provided on events leading up to Monday, August 18th-- the first day of school.
- Last week the district welcomed newly hired principals at the New Principal Institute. It was a great way for new principals to meet senior leaders to hear how about the assistance available in their departments. The next day teachers gathered at West Ashley High for the annual Great Teachers, Great Leaders event. This marks their orientation to the district.
- A district wide call will be made to parents this week to remind them about the first day of school and resources available to them in the community.
- Next week August 5th the Countywide kickoff annual administrators meeting
- Some PASS results were provided for the 2013 school year. 439 students scored perfect on one or more PASS tests last year representing 45 schools. This is a significant improvement from the previous year where 282 students and 31 schools were represented. This is a testament to great teachers.
- Raven Saunders, the star athlete and outgoing senior at Burke HS, could not attend tonight's meeting because she is traveling from a meet in Oregon where she earned a silver medal for her performance. Raven is quickly becoming one of the best female shot putters in the world. She will be recognized for all her accomplishments before she leaves Charleston, SC.

VI.	VISITORS, PUBLIC COMMUNICATIONS <ol style="list-style-type: none"> 1. Mr. Chris Jones, a West Ashley resident, addressed the Board regarding the Referendum. He requested additional funds be allocated to achieve goals at West Ashley MS. 2. Mr. Stephen Cofer-Shabica, a NAACP representative, addressed the Board on behalf of parents that opposed the transitioning of Murray LaSaine ES to a full Montessori program. He expressed the NAACP's support for a traditional program or dual track program at Murray LaSaine ES. However, he opposed transitioning to a full Montessori. 3. Ms. Tamara Avery addressed the Board about the sales tax referendum and long term goals for the middle school merger West of the Ashley. She asked the Board to consider allocating enough funds to make the school successful. She expressed concerns about the shortage of funds allocated for HVAC in the gymnasium. 4. Mr. Adam Moore addressed the Board in support of transitioning Murray LaSaine to a full Montessori school. He said it's a good option for those opting for a Montessori process across the District. 5. Ms. Meghan Bergeron addressed the Board about the transitioning Murray LaSaine to a full Montessori school. She said the Board created the problem. Therefore, they should fix it. 6. Mr. Nathel Pinckney, a District 1 resident, inquired about the possibility of getting a new high school in district one. 7. Ms. Ana Lee addressed the Board in support of a full Montessori program at Murray LaSaine. She shared petitions signed by others that support a full Montessori and a copy of the application referencing the school would become a full Montessori school. She added that the dual program was not cost effective. 8. Mr. Thomas Colleton addressed the Board about equality in education as it relates to the sales tax referendum project list. On August 12th he is planning a Town Hall meeting with the mayors in that area. He invited CCSD Board members and staff to attend the meeting and bring information on how the project list would impact residents in District 1. 9. Mr. Isaiah Simmons expressed concerns about the sales tax referendum project list for schools in District 1.
VII.	APPROVAL OF MINUTES/EXECUTIVE SESSION AGENDA ITEMS
7.1:	A. Open Session Minutes of June 23, 2014 Mr. Ascue moved, seconded by Mr. Fraser, to approve the Open Session minutes of June 23, 2014. The vote was 7-0.
7.2:	Open Session Minutes of the Special Called Meeting of July 15, 2015 Mr. Ascue moved, seconded by Mr. Fraser, to approve the Open Session minutes of the Special Called Meeting of July 15, 2014. The vote was 7-0. NOTE: Mr. Miller called in at 5:50pm and vote on all items listed below.
	1.1: Student Transfer Appeals A. Mr. Ducker moved, seconded by Mr. Ascue, to approve the following student transfer appeals #10, #11, #15, and #16; also #12 & #13 to a different school--Springfield ES; all other transfer requests would be forwarded to the lottery waiting list. The vote was 7-1-0 (Rev. Collins recused himself). B. Mr. Ducker moved, seconded by Mr. Ascue, to approve item #1 and deny #2 due to lack of space. The vote was 8-0.
	1.2: East Cooper Montessori Charter School Facility Lease Mr. Fraser moved, seconded by Mr. Ascue, to approve the proposed East Cooper Montessori School Facility Use Agreement developed by counsel and staff for both the Charleston County School District and East Cooper Montessori Charter School for its use of the former Whitesides Elementary School building outlined below. The vote was 8-0. <ol style="list-style-type: none"> 1. Phase I: Beginning in August 2014, ECMCS would relocate approximately 60 middle school students to the annex of the old Whitesides campus. 2. Phase II: Pending mutual agreement to go forward, ECMCS would relocate approximately 250 students in the early elementary, primary and intermediate classes of the Montessori School into the main building on the campus beginning August 2015.

		<p>1.3: Principal Appointment Minnie Hughes ES Mr. Garrett moved, seconded by Mr. Fraser, to approve the recommendation to appoint Ms. Bridget Berry, to the principal position at Minnie Hughes Elementary. The vote was 8-0.</p>
		<p>1.4: Legal Updates– General Counsel The Board a received legal update from General Counsel. However, no action was taken.</p>
	7.3:	<p>A. Financial Minutes of June 23, 2014 Mrs. Coats asked if the financial minutes should be pulled because it excluded information related to an administrator’s contract. However, said it was excluded because it didn’t have a financial impact, the Board approved the minutes.</p> <p>Mr. Garrett moved, seconded by Mr. Fraser, to approve the financial minutes of June 23, 2014. The vote was 8-0.</p>
		<p>B. Financial Minutes Update for November 11, 2013 The Board received the Financial Minutes Update for November 11, 2013 as information. The original update was provided May 12, 2014.</p>
VIII.	<p>CAE UPDATE The Board did not receive a Charleston Achieving Excellence Update at this meeting.</p>	
IX.	<p>MANAGEMENT REPORT(S) The Board did not receive a Management Report at this meeting.</p>	
X.	<p>COMMITTEE REPORT(S)</p>	
	10.1:	<p>Audit & Finance Committee – Mr. Todd Garrett <i>The Committee will provide information and receive input from Board members on the following:</i> -Items that are currently before the committee that have not been brought forward to the Board; -Future topics the committee plans to bring forward; and -What is needed to move the item forward?</p>
	10.2:	<p>Policy & Personnel Committee – Mr. Tripp Wiles</p>
		<p>A. Policy Committee Update <i>The Committee will provide information and receive input from Board members on the following:</i> -Items that are currently before the committee that have not been brought forward to the Board; -Future topics the committee plans to bring forward; and -What is needed to move the item forward?</p>
	10.3:	<p>Strategic Education Committee – Mr. Michael Miller</p>
		<p>A. Strategic Education Committee Update <i>The Committee will provide information and receive input from Board members on the following:</i> -Items that are currently before the committee that have not been brought forward to the Board; -Future topics the committee plans to bring forward; and -What is needed to move the item forward?</p>
		<p>B. East Cooper Montessori School Diversity Plan – Mr. Michael Bobby, Chief of Finance & Operations & Mr. John Emerson, General Counsel Mr. Miller moved, seconded by Rev. Collins, to approve the recommendation for the East Cooper Montessori School Diversity Plan and bring an update in December 2014 and May 2015 to the Strategic Education Committee. Mr. Ducker offered a friendly amendment, seconded by Mr. Miller to include the diversity plan in their charter. The vote was 8-0.</p> <p>Mr. Garrett asked if all the charter schools that utilized CCSD facilities would be required to have a diversity plan. Since the diversity plan was in the ECMS charter the Board wanted a diversity plan to have something to use as a measure. However, he would like to see diversity plans in all the charter school charters.</p> <p>Mr. Emerson said the state require charters to have a specific percentage of diversity in the school. However, it doesn’t require them to come up with a specific plan. In regard to the board requiring charter schools to include diversity in their charter application, the Board could approve charter applications contingent upon receipt of the diversity plan or receive it at later date.</p>

		<p>Ms. Jodi Swanigan, principal at ECMS, requested permission to bring clarification to the conversation about diversity. She shared information from a recent meeting she had stating that they asked that the pieces be taken from the law and the charter and put them in the plan. Not the other way around. She said the plan goes into the charter; the charter does not go into the plan.</p>												
		<p>C. Rural Schools Initiative Update – Mrs. Terri Nichols, Associate Superintendent The Board received an update on Rural Schools Initiative funding.</p> <p>Mr. Ducker said good things are happening with the Rural Schools Initiative giving the schools the opportunity to compete for the funds. The Strategic Education Committee felt the amount should increase. Therefore, he would bring a motion in the future to increase the amount from \$300,000 to \$500,000 for rural schools funding. He said this would give schools the opportunity to compete for it. It would be set up similar to a grant.</p> <p>Mr. Fraser said he would support placing rural schools on the next board agenda.</p>												
		<p>D. Murray LaSaine Montessori Timeline – Mrs. Terri Nichols, Associate Superintendent The Board received an update on Murray LaSaine Montessori timeline.</p> <p>Rev. Collins requested meeting dates and agendas for the Montessori meetings held at Murray LaSaine. However, he has not received them to date. He is trying to see which Montessori meetings took place prior October 22, 2013. Dr. McGinley said a huge pile of documentation and agendas was presented to the Board earlier. However, no copies were made since there are so many documents. Mrs. Terri Nichols said meeting information dating back to 2012 was included in the binder presented. Rev. Collins said he only wanted the meeting agendas. Mrs. Nichols said she could provide them.</p> <p>Dr. McGinley said a Murray LaSaine Montessori meeting will be held on July 30th to answer additional questions from members of the community. The meeting is at 6:30 p.m. and it was well advertised. Questions and responses from previous meetings would also be provided.</p> <p>Mr. Ascue and Mr. Ducker thanked Dr. McGinley for her willingness to present to the community. Mr. Ascue added that he would like to revisit the Board vote on the Murray LaSaine Montessori transition. Mrs. Coats said four members could place it on Board agenda.</p>												
XI.	POTENTIAL CONSENT AGENDA ITEMS													
	11.1	<p>Appointment of Health Advisory Committee Members Mr. Ducker moved, seconded by Mr. Ascue, to appoint three individuals of the four vacant Health Advisory Committee seats. The vote was 8-0.</p> <table border="1"> <thead> <tr> <th>Category</th><th># Seats Vacant</th><th>New Appointments</th></tr> </thead> <tbody> <tr> <td>Students</td><td>2</td><td>#21</td></tr> <tr> <td>Clergy</td><td>1</td><td>#6</td></tr> <tr> <td>Teacher</td><td>1</td><td>#2</td></tr> </tbody> </table> <p>The Health Advisory Committee is made up of 13 members--2 parents, 3 clergies, 2 health professionals, 2 teachers, and 2 students. Four HAC positions are vacant at this time.</p> <p>Additionally, there are four expiring positions. Mr. Emerson will provide input on the term expirations.</p> <ul style="list-style-type: none"> • 1 teacher position • 1 medical professional position • 2 clergy positions 	Category	# Seats Vacant	New Appointments	Students	2	#21	Clergy	1	#6	Teacher	1	#2
Category	# Seats Vacant	New Appointments												
Students	2	#21												
Clergy	1	#6												
Teacher	1	#2												
	11.2:	<p>Nomination – South Carolina School Boards Association Regional Director Mr. Fraser moved, seconded by Mr. Ascue, to nominate Mr. Garrett to serve as the SCSBA Regional Director. The vote was 7-1-0 (Garrett recused himself).</p>												
	11.3:	<p>Waiver of Make-Up Days – Mr. John Emerson, General Counsel Mr. Fraser moved, seconded by Mr. Ascue, to approve the waiver of make-up days authorized by the state. The vote was 8-0.</p>												
	11.4:	<p>Approval to Place an Extension of the Previously Approved (November 2010) 1% Educational Capital Improvements Sales and Use Tax on the Ballot for Consideration on</p>												

November 4, 2014 – Mr. Michael Bobby, Chief of Finance & Operations

Mr. Fraser moved, seconded by Rev. Collins to approve the recommendation to place an extension of the previously approved (November 2010) 1% educational capital improvement sales and use tax on the November 2014 ballot for consideration on November 4, 2014 pursuant to Title IV, Chapter 10, Article 4 of the Code of Laws of South Carolina 1976 as amended subject to approval by referendum; to provide revenue designated for the Educational Capital Improvements per the attached resolution inclusive of the revised list of core projects over the term of six (6) years as the designated maximum period for which the tax will be imposed. The vote was 8-0.

*Mr. Ducker moved, seconded by Mr. Ascue, to have a Committee of the Whole meet to prioritize the revised list before November.

Mr. Bobby shared a handout highlighting the multiple versions of projects to be placed on the referendum for November 2014 that were presented to the Board on July 15th. The list was compiled after months of listening, gathering information, doing cost estimates, looking at long range plans, looking at enrollment trends, listening to Task Force recommendations, looking at zone concepts and deciding what to do next to provide access across the county for key curricula strategic planning, such as Montessori and Career Technical Education. All of the aforementioned were used to create the referendum list. Even now, attempts are being made to ensure that the list is as inclusive as possible. The development of the list of projects began with the understanding that something would be different to set aside funds for capital maintenance and capital technology to maintain or sustain those programs throughout the county in addition to the \$400 million of projects proposed. During the presentation to the Board several months ago, the Board received the proposal favorably. Mr. Bobby said as done in the past (2010), it is important to have a list that is extensive with the intention of pushing the boundaries on the greatest potential of revenue collection on sales tax. This would give the Board an opportunity to identify the priority for the building program and do the best they could do to achieve everything listed, knowing the conservative projection does not support everything on the list. A hard copy of the final list amounting to \$503,000,000 was distributed to Board members. The Board has worked hard on prioritizing the final project list that represents a list of projects amounting to \$503,000,000. This amount is very close to the district's projection if the district is successful with the collection of sales tax going forward. The original amount of \$404 million was increased to the \$503 million. The aggressive list allows the district to complete projects as the revenue is received. The ability to do all projects within a short period of time is not possible. With sales tax programs, collection occurs on an annual basis. Therefore all programs could not be done at once. Mr. Bobby offered the final version of projects totaling \$503,000,000 for the board to receive, accept, and approve.

Mr. Fraser requested the \$404 million slide to highlight changes. Then Mr. Fraser moved, seconded by Rev. Collins to accept the list at \$503 million. The vote was 8-0.

- In District 1 - \$500,000 added to look at how to manage the transition of a middle school to a high school and an additional \$2 million for CTE similar.
- Additional funds for the West Ashley area. Most of what is being discussed could be paid out of Fixed Cost of Operation funds such as HVAC. Additional funds are included to help with advance planning for a future referendum because funds won't be available until 2017.
- Additional funds were added for contributing with the City of Charleston to renovate Stoney Field.
- Additional \$5 million for anticipated addition to Hursey ES.
- Complete rebuild of Burns ES.

Mr. Lewis stated for the record that he is about to end his career. However, his success has been due to past board accepting his recommendation on building programs. The past Board has been

respective to Legislative intent on items of Board approved building programs. The nation is suffering from a lot of unclear legislation. He expressed concern related to misrepresenting the potential of what could happen. He said Mr. Bobby was clear about the 2% revenue stream the \$420-\$500 million could be executed. And, staff attempted to be clear about the projects the Board would mark as highest priorities so that there would be a clear legislative attempt when the new Board comes on. The starting point in 2016. Mr. Lewis said after a new board member was seated, staff was tied up for six months trying to justify the position of previous board members. In doing so, it cost money because for well over six months it divided the community and the only reason staff was able to get back on board with the project was that the former board was so clear with its intent. He requested the record include the clear intent of this Board to execute the list of projects. His second concern is that the pressure on the future Board to execute the program would be so great that the monies identified for capital maintenance would be sacrificed because of community pressure to complete the projects when the revenue won't be available. After \$1.4 billion of taxpayer's money has been spent, the idea of squandering the capital maintenance funds because of failure to do the hard work. Mr. Lewis suggested the Board commit to identifying a conservative amount of dollars to keep the district's trust with the community. The sales tax program was approved 2-to-1 because the district kept its promises. Mr. Lewis further stated that he would hate for his relief to come in and be told the district hasn't kept its' promises with all the projects. The board needs to clarify how much they would commit to execute the sales tax. The CFO was clear about the revenue stream and the proposed final list is above that amount. Mr. Lewis concluded that the district can't afford to lose its capital stream. He agrees that the projects listed need to be done. However, Mr. Kramps will not be able to do his job.

Mr. Fraser said it was not his intent to suggest that the Board misuse capital funds. He doesn't mind changing the format as suggested by the district. Mr. Lewis said it didn't have to be done tonight. However, it should be done before the referendum is sent out. Mr. Lewis suggested the revisions be made to avoid tensions that would come later.

Mr. Garrett said the recommendation allows the board to achieve all it needs to achieve. Also, he said it would address urban/rural and black/white needs. He requested the \$80 million be included under contingent items.

Rev. Collins asked if \$22 million was allocated for District 20 and if the money was tied to that project. Mr. Lewis said the Board asked staff to get the project done. If it comes in lower, that money could be allocated to others on the list. The money would be reallocated into the program. However, other things could not be purchased with that money. The Board has had this in a policy written in 2000. It is a wise policy. Rev. Collins asked if the debt balance is reduced annually because of the various projects and how much money would be freed up. Mr. Bobby said by virtue of having sales tax as main source of revenue for capital, no long-term debt is being incurred. Nor has any long term debt been incurred for many years because it is paid off annually. The sales tax has allowed the district to not increase property tax and keep the property tax level and provide room with the 8% capacity should the Board have a desire or need to raise capital money outside of the sales tax in the future.

Mr. Bobby said the six-year extension that takes the district to the 2023 school year positions the district for a third wave. There are eight advanced designs in the proposed project list. That is anticipating more projects beyond 2023. With one more extension, that would take the district in the direction of becoming debt free.

Mr. Ascue asked about paying down debt. Mr. Bobby said it is there. The District's Bond Attorney, Ms. Carol Clark, said funds are borrowed each year between \$18 and \$23 million to pay for Fixed

		<p>Cost of Ownership and IT Upgrades. If sales tax funds are used, that would reduce the amount borrowed annually and incur less debt because tax is used to pay for those items.</p> <p>Mr. Ascue asked if \$3 million annually was identified to pay the debt down. Mrs. Clark said not paying it down, just borrowing that much less and levying that much less in millage. Mr. Ascue asked the board to prioritize the list given the most conservative amount before it goes on the referendum. Mr. Lewis said he wanted a list of projects at the top of the list to be guaranteed. And, items on the contingent list would be lined up in case projects come in under budget. The board would have the opportunity to approve other contingent projects. Mr. Ascue recommended projects in District 1 & 2 be placed at the top of the list. He would like to see all projects completed. However, he understands the issue about cash flow and intent.</p> <p>Mr. Ducker said he does not agree with dipping into maintenance. The proposed list in the packet included a list of projects by constituent district. The Board is only talking about the list of projects be approved to go into the referendum. He is not talking about priority or amounts. He suggested a Committee of the Whole meet to identify priorities. Mr. Lewis said he could support that. However, he didn't want to retire without accomplishing that much.</p> <p>Mr. Ascue asked Mr. Bobby to be certain that is it clearly stated in the area of paying down debt. Mr. Bobby said \$3 million Capital Maintenance of the tax proceeds would be used for Fixed Cost for 3-4 years. Fixed Cost would be freed up to go to long term debt. That keeps property tax level. Mrs. Coats said \$3 million is being taken. Mr. Bobby said \$3 million would be used for Fixed Coat of Operations and the gap created would be used to pay down debt. Mr. Bobby said the details were included in information provided to the Board earlier. The resolution amended along with a list needs to be adopted to submit to the election commission.</p> <p>Dr. McGinley said the Board has been well briefed about the capital needs. She said this Board should identify priorities, not new board members that do not have the knowledge of the seated Board.</p>
	11.5:	<p>Adoption of CEEFC Board Resolution – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve recommendation to refund the 2006 installment bonds through an underwriter's offering process as recommended by the Charleston Educational Excellence Financing Corporation. The vote was 8-0.</p>
	11.6:	<p>Head Start/Early Head Start Financials – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve the recommendation to approve the Head Start/Early Head Start financial report for the period of November 1, 2013 – May 31, 2014. The vote was 8-0.</p>
	11.7:	<p>Purchase Exemption up to \$25,000 for Certified Minority Business Exemption – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to exempt purchases up to \$25,000 for South Carolina Minority Businesses certified by the SC Minority Business Affairs (OSMBA), SC Department of Transportation (SCDOT), and U.S. Small Business Administration (SBA). The vote was 8-0.</p> <p>Rev. Collins inquired about the amounts. Mr. Fraser said it increased from \$5,000 to \$25,000.</p>
	11.8:	<p>Exclusive Beverage Services Contract – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to award an exclusive beverage services contract to Coca Cola Bottling Company. The vote was 8-0.</p>
	11.9:	<p>Request to Lease Parking Lot at Old Laing – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve the recommendation to authorize the District to enter into an agreement to lease the old Laing parking lot for the purpose requested by Gates Precast Company. The vote was 8-0.</p>
	11.10:	<p>Nutrition Services BVB (Best Value Bid) for the Purchase of Perishable and Non-Perishable Food Items and Distribution – Mr. Michael Bobby, Chief of Finance &</p>

		<p>Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve the recommendation to award the bids for the purchase of perishable and non-perishable food items and distribution to a selected distributor. The vote was 8-0.</p>
	11.11:	<p>Surplus Asset to Divest 11 ½ St. Phillips Street, currently owned by CCSD– Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve the recommendation authorizing the development of a transaction to enable the District to divest itself of the ownership of 11 ½ St. Phillips Street, a transactional agreement has been created and is recommended for approval. The vote was 8-0.</p>
	11.12:	<p>Wando High School – Cafeteria Expansion – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve the recommendation authorizing staff to utilize a list of six (6) general contractors to obtain competitive construction proposals for the Wando High School cafeteria expansion and authorization to proceed with a construction contract based on receipt of bid results within the established bid control number (\$2,250,000.00). The vote was 8-0.</p>
	11.13:	<p>New Springfield Elementary School – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve a recommendation authorizing staff to enter into a Not to Exceed (NTE) change order for the new Springfield Elementary School package work in the amount of \$21,000,000.00 The vote was 8-0.</p>
	11.14:	<p>New Springfield Elementary School Package A – Mr. Michael Bobby, Chief of Finance & Operations</p> <p>Mr. Fraser moved, seconded by Mr. Ascue, to approve the recommendation authorizing staff to enter a contract with the lowest responsible responsive bidder - TQ Constructors, Inc. for the new Springfield Elementary School Package A work at a Not to Exceed (NTE) Change Order in the amount of \$550,000.00. The vote was 8-0.</p>
	11.15:	<p>Durham Transportation Committee Report – Mr. Craig Ascue</p> <p>Mr. Miller moved, seconded by Mr. Ascue, to accept the Durham Transportation Committee Report into record. The vote was 7-1 (Collins).</p> <ul style="list-style-type: none"> • Sufficient staffing level • Review role of drivers • Add proper staffing • Correct procurement • Address Safety needs • Miller amended the list to continue having committee meetings to address the over-age bus fleet. • Mr. Ascue amended the list to address the management and the district's role. <p>Rev. Collins inquired about the meeting held on June 13th and said he didn't recall hearing about the meeting. Mr. Ascue said the meeting was properly posted and that Rev. Collins indicated that he could not meet on that day.</p> <p>Mr. Ducker inquired about the cost to implement the recommendations and suggested the cost be provided prior to approving the recommendation.</p> <p>Mr. Fraser suggested the motion be amended to accept the information into record for further review. The friendly amendment was accepted.</p> <p>Rev. Collins said he didn't want to approve this item since he didn't have an opportunity to provide input.</p> <p>Mr. Ascue inquired about a Request for Proposal for transportation services. Mr. Bobby said he was waiting information from the Council of Great City Schools. In August a recommendation would be made to bring consultants in to build a transportation system. The current system is built around choice options and all districts are not the same.</p> <p>Mr. Bobby also addressed questions about the middle school transportation indicating that a comprehensive plan is not in place at this time. He requested additional time to get consultants to</p>

		<p>provide assistance.</p> <p>Mr. Ascue said he was disappointed that a solution hasn't been found at this time.</p> <p>Note: Mr. Garrett left the meeting at 7pm.</p>
XII.	NEW BUSINESS	

Since there was no further business to come before the Board, at 7:07 p.m., Mrs. Coats moved, seconded by Mr. Fraser to adjourn the meeting. The motion was approved by consensus.

OPEN SESSION - 5:00 p.m.

A regular meeting of the Board of Trustees of the Charleston County School District was held on Monday, September 9, 2013, in the Board Room at 75 Calhoun Street with the following members of the Board present: Mrs. Cindy Bohn Coats – Chair, Mr. Craig Ascue - Vice Chair, Mr. John Barter, Mr. Tom Ducker, Mr. Chris Fraser, Mr. Michael Miller, Mrs. Elizabeth Moffly, and Dr. Nancy J. McGinley, Superintendent and Executive Secretary. Rev. Collins participated telephonically during the first part of the meeting. Mr. Garrett was absent. Staff members Mr. Bill Briggman, Mr. Michael Bobby, Mr. John Emerson, Dr. Lisa Herring, Mrs. Audrey Lane, Mr. Louis Martin, Mr. John McCarron, Dr. Brenda Nelson, Ms. Terri Nichols, Mr. Paul Padron, Mrs. Latisha Vaughan-Brandon, Mrs. Michelle English Watson, and Dr. James Winbush were also in attendance.

The news media was duly notified of the meeting and representatives were present.

At 5:00 p.m., Mrs. Coats called the meeting to order.

0.5: A. Request to Suspend Board Policy BEDA – Notification of Board Meeting

Mr. Miller moved, seconded by Mr. Fraser, to suspend Board policy BEDA – Notification of Board Meeting amending the agenda as follows. The vote was 8-0.

- Move agenda item 1.6 Contractual Matter immediately after Executive Session for voting purposes, after returning from Executive Session.
- Move the Audit and Finance Agenda Items 10.1A, B, and C up, after voting of agenda item 1.6.

B. Adoption of Agenda

Mr. Ascue moved, seconded by Mr. Fraser, to adopt the revised September 9, 2013 Board agenda. The vote was 8-0.

C. Public Comments on Lowcountry Leadership Charter Request

At this time, public comments were received from visitors who signed up to address the board about the Lowcountry Leadership Charter School (LLCS) request to use the Schroder facility until the charter school facility is completed.

1. Ms. Meggan Corbin Board, the Board Chair at Lowcountry Leadership Charter School (LLCS), requested approval of a temporary lease of the Schroder facility, starting September 10, 2013, while the permanent charter facility is under construction.
2. Ms. Mary Carmichael, the South Carolina Association of Public Charter Schools Executive Director, addressed the Board in support of the lease of LLCS.
3. Ms. Julianne Moffet, the Assistant Principal for Lowcountry Leadership Academy, urged the Board to support the lease for the temporary charter school to use the Schroder facility, to open tomorrow September 10, 2013.
4. Ms. Kaya Carter addressed the Board in support of LLCS. She said approximately 400 students are enrolled in the school.
5. Charsetta Graham, a LLCS charter parent, addressed the Board in support of a temporary lease for the charter school.
6. Mr. John Fisher, a volunteer at Jane Edwards ES, expressed concerns about the impact the new charter school would have on Jane Edwards ES. He said Jane Edwards ES would lose 24 Caucasian students.
7. Mr. Charles Glover, a District 23 Constituent Board member, expressed concerns about the impact the LLCS, the new charter school, would have on District 23 schools.
8. Mr. Michael Silver, a teacher at CC Blaney, addressed the Board about safety concerns and the impact the new charter school would have on schools in District 23 meeting the Vision 2016 goals.
9. Ms. Mary Adelana recalled life in the '60s when there was separation of schools and separation of students. She said students who leave charter schools return to regular public schools. She suggested that teachers hired to work at the charter school should consider working at an existing school. She also inquired about how leftover funds would be used.
10. Ms. Laura Lamberti, a Baptist Hill MS/HS parent, said approximately 100 students left the school last year and the charter school would impact enrollment in District 23 schools. She urged the

Board to deny the temporary lease agreement request for LLCS.

11. Ms. Jacara Green, the PTA president at CC Blaney ES, questioned the lease request for Schroder and said the Board should consider allowing middle school students to return to the Schroder facility. Also, she mentioned the other entities currently using the facility.
12. Ms. Bertha Moultrie expressed concerns about the temporary lease of the Schroder facility for the charter school. She spoke about the decline student enrollment over the years and the impact it has on school funds. She concluded that currently all District 23 are doing well, academically.
13. Ms. Shanta Barron-Millan, the District 23 Board Chair, expressed concerns about the temporary lease request from LLCS for the Schroder facility. Her concerns were about transportation, enrollment, and racial imbalance. Currently, over 1500 students leave District 23 schools to attend schools in other districts. Many parents that opt to transfer students out of the district have not reviewed the District 23 student data or visited a school in that district. Mrs. Millan urged CCSD to provide more resources to District 23 to enable them to provide a better school versus providing a temporary facility for LLCS charter students at Schroder because of the competent teachers and principals employed in District 23 at this time.
14. Ms. Michele Nothfer expressed concerns about the temporary lease of the Schroder facility and the impact it would have on District 23 schools. She urged the Board to deny the lease request.
15. Mr. Christopher Brown expressed concerns about the issuance of a lease of the Schroder facility because of community needs.
16. Ms. April Kemp addressed the Board in support of LLCS lease. She urged the Board to approve the lease request.
17. Mr. Kiley Kemp addressed the Board in support of the LLCS lease of the Schroder facility.
18. Mr. Joshua Washington addressed the Board in support of the charter school.
19. Mr. Edward Mondo addressed the Board in support of the LLCS lease of the Schroder facility. He said charter schools offers love and support to students.

D. Lowcountry Leadership Charter Request to Lease Schroder Ms Facility

The Board discussed the request from Lowcountry Leadership Charter to lease the Schroder MS facility prior to going into executive session.

- Mr. Miller asked about the preparation of Schroder for LLCS. Mr. Bobby said, two weeks ago when he was asked to look at possibility/feasibility of using the building, staff looked at what had to be done to prepare the facility for LLCS. While some things they identified have been done, there are some capital things have not been done. The proposed lease will request that the charter school to absorb costs to make the facility ready for use by LLCS. Mr. Miller asked about community use of the facility between 9am and 3pm. Mr. Bobby said the Parks and Recreation Department has an afterschool program that would continue; CC Blaney ES and other nearby schools use the facility--gym and grounds for different activities; MUSC operates out of the Schroder facility; and Durham Bus Service buses are also parked there. Mr. Miller asked about the kitchen area use by Schroder. Mr. Bobby said the kitchen area would not be used by LLCS, at this time. The charter school would bring its own cooling equipment.
- Mr. Fraser asked if this was a state charter that has already been approved. Mr. Bobby confirmed. Then, Mr. Fraser said the school would operate regardless to the Board's decision. Mr. Bobby said it would, as soon as, a facility was identified.
- Mr. Ducker asked Mr. Bobby to explain the state charter and control the district has over it. Mr. Bobby said some charter schools are approved through the state; others are approved by the local school board. Mr. Ducker said the state approved LLCS and a building is being built for them. Therefore, they would only need a temporary facility. Mr. Ducker asked if the list of concerns from Mrs. Shanta Barron-Milan were addressed. Ms. Milan responded and said it could be in the final agreement.
- Mr. Ascue spoke of the importance of education. He said no one was interested in putting 400 students out. He asked about the Strategic Education Committee's review of another recent charter request. He expressed concerns about the poor record South Carolina had when it comes to educating students. He spoke of the importance of having diversity in schools and of the efforts of many individuals to correct diversity issues. He urged community members to address those issues.

- Mr. Barter asked if those using the Schroder facility would be impacted by the charter use of the facility. Mr. Bobby said the verbal and written agreement is that operations that exist currently would continue alongside the charter school operations. Mr. Barter asked what would happen to the 400 charter students during the construction of the charter school if the lease was not approved. Mr. Bobby said the students are currently at home waiting at home for the school to open. Parents and/or guardians are deciding what to do with their children during the interim. Mr. Barter asked if the wait could be up to 45 days. Mr. Bobby said it was possible. Mr. Barter asked about a back-up plan and the status of the building being built for LLCS and if it would be opened within the two months. Mr. Bobby said the district did not ask the charter for a written statement to confirm the timeframe. However, termination could be included in the agreement.
- Mrs. Moffly said the CCSD board should consider allowing LLCS to use the Schroder facility since it is vacant. Charter schools are public schools and she believes in parents making a school choice instead of governmental entities. Mrs. Moffly spoke of the concerns at Jane Edwards ES—enrollment and closure of small rural schools and ensured the community that the Board was supportive of rural schools.
- Mrs. Coats asked about the construction progress of the LLCS facility since August 26th. Mrs. Corbin said they communicate daily with construction crew working on LLCS and progress is being made. Mrs. Coats requested confirmation that the lease would not exceed 60 days. Ms. Corbin said she was certain the facility would ready by the end of October or first of November. Mrs. Coats asked Mr. Bobby about the traffic issues. Mr. Bobby said there are traffic concerns and LLCS parents transporting students to Schroder would add to it. Therefore, a different start/stop time is being considered to minimize traffic. Mrs. Coats asked about operation hours and was told by a District 23 principal that the operation hours were 8:00 a.m. to 3:15 p.m. Mrs. Coats asked about the lease payment and if those funds could be used for District 23 schools. Mr. Fraser said a line item was added to the District's budget for Rural School Improvements.
- Rev. Collins asked about enrollment the first year. Mr. Bobby said 400 students. Then he asked where charter students came from. Mrs. Coats said it's a state supported school and students come from various areas. Rev. Collins expressed concerns about losing additional students from small rural schools and said the charter school wasn't needed in that area. He said West Ashley or Mt. Pleasant area would be a better area for a charter school. Mr. Ducker reminded Rev. Collins that LLCS was a state charter.
- Mr. Miller said the issue was more complicated than board members understood. Based on conversations he had with others about the request to use the Schroder facility and the creation of LLCS charter school. He said it was a bad marriage citing that there was no communication in the community prior to the lease request. He reiterated the importance of adults embracing diversity and the importance of having the Board speak on behalf of children.

Mr. Fraser moved, seconded by Mr. Ducker, to accept the request from Lowcountry Leadership Charter School pending a mutually agree upon lease to accommodate the 400 charter school students pending discussion in executive session. The vote was 6-2 (Ascue and Collins opposed).

I.

EXECUTIVE SESSION - 5:30 p.m.

At 6:15 p.m. Mr. Fraser, moved, seconded by Mr. Ducker, to go in Executive Session to further discuss the Lowcountry Leadership Charter School (LLCS) facility lease and other agenda items. The motion was approved by consensus.

1.1: Student Transfer Appeals

1.2: Out of County Student Transfer Appeals

1.3: Home School Application

1.4: Workers Compensation Settlement

1.5: District 23 Constituent Board Vacancy

1.6: Contractual Matter – Lowcountry Leadership Charter School Lease

OPEN SESSION - Immediately following Executive Session (Approximately 6:00 p.m.)

II. CALL TO ORDER, INVOCATION/MOMENT OF SILENCE, PLEDGE OF ALLEGIANCE

Mrs. Coats called the meeting to order at 7:04 p.m. The same board members present (7). Rev. Collins called in for the discussion and vote on LLCS lease agreement.

III. ADOPTION OF AGENDA – See agenda item 0.5B.

IV. SPECIAL RECOGNITIONS – Mrs. Erica Taylor, Executive Director of Strategy & Communications

There were no Special Recognitions to come before the Board at this meeting.

V. SUPERINTENDENT'S REPORT – Dr. Nancy J. McGinley – Superintendent of Schools

Dr. McGinley reported the following.

- CCSD is pleased to announce that a Memorandum of Understanding was signed as of September 5, 2013 to increase bandwidth in District 1 schools. Lincoln High School and St James-Santee Elementary School will be upgraded from 13Mb to 500Mb, at no additional cost to the district. The new circuits are expected to be installed in four to six months. For schools in District 23, discussions with the State Department of Information Technology and Spirit are ongoing. We anticipate similar success obtaining upgrades for the Hollywood/Ravenal-area schools in the near future.
- Dr. McGinley shared the following CCSD 2013 School Opening Statistics:
 - 46,886 students in school during the 7th day count;
 - 10,718 students enrolled in one or more Honors or AP courses;
 - 3,426 students attending charter schools;
 - 8,070 students enrolled in one or more CTE courses;
 - 4,806 students with Individual Education Plans;
 - 20,793 students attending a Title I school;
 - 4,939 students attending a magnet school;
 - 7,475 students attending a partial magnet program or school
 - 7,961 Gifted and Talented students
 - 1,033 students attending a Montessori school or program;
 - 118 students enrolled in Early Head Start;
 - 813 students enrolled in Head Start;
 - 40 schools with CD classes;
 - 94.5 full and half day CD programs;
 - 5 new CD 4 classes (Burns, Chicora, Lambs, Pepperhill and Ellington);
 - 1,536 students enrolled in CD 4;
 - 179 Pre K students with Individual Education Plans;
 - Ten CD classes are expected to open in January 2014;
 - 2,129 students in the Primary Grades Academy;
 - 760 first grade students in the Primary Grades Academy;
 - 693 second grade students in the Primary Grades Academy;
 - 544 third grade students in the Primary Grades Academy;
 - 110 fourth grade students in the Primary Grades Academy;
 - 79.4 Master Reading Teachers;
 - 19 schools with Middle School Literacy Academies;
 - 58.5 Associate Reading Teachers;
 - 43 schools with a Primary Grades Academy;
 - 22 sixth grade students in the Primary Grades Academy;
 - 645 students in the Middle Grades Academy;
 - 174 sixth grade students in the Middle Grades Academy;
 - 240 seventh grade students in the Middle Grades Academy; and
 - 231 eighth grade students in the Middle Grades Academy.
- The District's School Choice Fair will be held on Saturday, Sept 21, 2013 at Burke HS.
- Today twenty CCSD employees participated in a free IBM class.

Mr. Ascue asked about the third page of the "Literacy Snapshot" where students lagging behind and teachers working with them. Dr. McGinley said three scores are used for identification of students for the Reading Academy—PASS, MAP, Fluency and Test level. Staff is investigating the data to determine what data the children are lacking.

Mr. Ascue asked what could be done to help high achieving students. Dr. McGinley said she is working on it.

VI. VISITORS, PUBLIC COMMUNICATIONS

1. Ms. Kate Darby, Chairman of the Wando SIC, addressed the board in support of the Wando and Laing

agenda items. Also, she spoke of the efforts of the Blue Ribbon Committee and the McKibben Report and how it impacted the building project when it said growth would be declining in that area.

- Mrs. Moffly said the actual results from the meeting in 2008 were different from the results Mrs. Kate Darby shared.
- 2. Ms. Eva Dawson addressed the Board to request a walkway covering for students housed in trailers at Springfield ES.

VII. APPROVAL OF MINUTES/EXECUTIVE SESSION AGENDA ITEMS

Open Session Minutes of August 26, 2013

Mr. Barter moved, seconded by Mr. Fraser, to approve the open session minutes of August 26, 2013 with the following amendments. The vote was 7-0.

Mrs. Moffly said:

- August 22, 2013 - 7.1B-5 - for clarification, last year taxpayers paid \$2.5 million and this year the School Resource Officer Program cost is \$4.5 million; the following paragraph says Mrs. Moffly said she heard West Ashley HS searched students last year should read "dog searches."
- Also, 7.1B-9 – Race to the Top Grant – at the end, it states that she left the room and she did after the approval of the agenda item. However, there was no action, since it was just for information.
- 7.1B-12 – Mr. Lewis said the amount was \$5 million less. However, Mrs. Moffly said the savings of the Wando project should be \$11 million. Mrs. Coats asked Mr. Bobby to provide Mrs. Portia Stoney with information on the savings at Wando.
- 7.1B-13 The Mt. Pleasant meeting was on Wednesday; not Thursday. Also, Mr. Moffly should read Mrs. Moffly.

Executive Session Action Items of September 9, 2013

The Board voted on the following executive session action items of September 9, 2013.

1.1: Student Transfer Appeals

Mrs. Coats moved, seconded by Mr. Barter, to approve student transfer appeal A to James Island MS, student transfer appeals B and C were approved, and student transfer appeal D was denied. The vote was 6-0. Note: Collins and Moffly did not vote on this item.

1.2: Out of County Student Transfer Appeals

Mr. Fraser moved, seconded by Mr. Miller, to deny an Out of County Student Transfer Appeal. The vote was 6-0. Note: Collins and Moffly did not vote on this item.

1.3: Home School Application

Mr. Fraser moved, seconded by Mr. Miller, to approve a Home School Application. The vote was 6-0. Note: Collins and Moffly did not vote on this item.

1.4: Workers Compensation Settlement

Mr. Fraser moved, seconded by Mr. Miller, to approve a workers' compensation settlement. The vote was 6-0. Note: Collins and Moffly did not vote on this item.

1.5: District 23 Constituent Board Vacancy

Mr. Fraser moved, seconded by Mr. Miller, to approve the recommendation for Dr. Lethia L. Miles to fill the vacant seat on the District 23 Constituent Board. The vote was 6-0. Note: Collins and Moffly did not vote on this item.

1.6: Contractual Matter

Mr. Fraser moved, seconded by Mr. Ducker, to approve the Lowcountry Leadership Charter lease agreement, subject to execution of a final facilities use and lease agreement as follows:

- That the District enters into a lease agreement with LLCS with an effective date once the document is signed as recommended by the district with the lease amount as shown.
- The school's start time of school staggered to start at 9am and police officers be hired for a period of two hours in the morning and afternoon from 7-9am and 3-5pm to help with traffic control.
- The insurance deductible difference should be purchased by the charter school. And, in terms of the insurance policy, the overall amount of the insurance should be increased by \$5 million to be consistent with the most recent agreement.

- All use and access controls, and necessary things be adhered to.
- Excess money from the agreement would be set aside for use in rural schools in District 23 schools.

Mr. Fraser went on to say that it was doubtful that the agreement would be finalized by the next business day or two because of the details that must be addressed.

Mr. Fraser moved, seconded by Mr. Ducker, that the district move forward with the lease request and authorize the district to do so.

Mr. Ducker requested the motion be amended to authorize Mr. Fraser to negotiate the lease with the charter school for the District. Mr. Barter seconded the amendment. Then he said the termination date should be added. Mr. Fraser agreed and said a total of sixty days from the date of execution. Mr. Barter added, with no possibility of extension. Mr. Fraser confirmed.

Mrs. Moffly requested a copy of the revised lease. Mrs. Coats agreed. Then she said a generally negotiated lease was prepared by LLCs. The lease would not be considered until issues identified by the district are resolved. The lease will become effective the date it is signed, for sixty days thereafter, with no extension. Any net revenue from the lease money will be directed to District 23 school programs, as the board chooses. The charter school agrees to alter their start time to 9am and pay for police officers from 7:30 am to 9:30 am and 3:00 pm to 5:00 pm for traffic control. The charter will adhere to the deductible the district has in place, and that it not be reduced for this lease. If the school requires a lower deductible, they will be required to purchase more insurance to cover the gap. The insurance coverage is \$5 million. Approval is pending an accurate use agreement addressing security, entrance, etc. Mrs. Coats said the lease would assumedly be approved once these issues were addressed.

Rev. Collins said it wasn't in the district's best interest for Mr. Fraser to negotiate the lease because it would make him liable. Mrs. Coats said Mr. Fraser would be the Board's liaisons working with District staff negotiate the lease with the charter school. If negotiated with the District's request, it would not need to come back before the Board for approval. Mr. Fraser would not negotiate directly with the charter school.

At this time, Mr. Fraser and Mr. Barter called for the question. The vote was 5-3 (Ascue, Collins and Miller opposed).

Rev. Collins hung up at 7:11 p.m. Therefore, he did not vote on other agenda items after this time.

7.3: Financial Minutes of August 26, 2013

Mr. Fraser moved, seconded by Mr. Ducker, to approve the financial minutes of August 26, 2013. The vote was 7-0.

VIII. CAE UPDATE

8.1 Elementary and Secondary Education Act Update – Christine Power – Innovation Zone Learning Specialist

The Board received an overview on ESEA covering the following:

- Definition of ratings and how they are calculated
- Comparison of State and Federal Reports
 - State Report (Report Card) looks at all groups; the Federal Report (ESEA Report) a looks at sub groups
- AYP changes
- Annual Measurable Goals
- Grade Calculations
- Two At Risk schools in the Innovation Zone

Mr. Ducker requested a copy of the presentation.

IX. MANAGEMENT REPORT(S)

There were no management reports to come before the Board at this meeting.

X. COMMITTEE REPORT(S)

10.1: Audit & Finance Committee – Mr. John Barter

A. Sales Tax Capital Programs 2011-2012 Cash Flow Management Strategy

Mr. Barter moved, seconded by Mr. Fraser, to approve the Sales Tax Capital Programs 2011-12 Cash Flow Management recommendation allowing staff to act on the Board's directive to create a strategy that would 1) Retain the existing and approved order of projects by wave, 2) Retain the existing and expected schedule of projects within each wave, and 3) Ensure that the district's cash flow is able to support the payments necessary that would be incurred in ensuring the actions found in items 1 and 2. The funding amount is not to exceed \$10 million and the funding sources are the General Operating Funds and 2005 Capital Building Program savings. The vote was 6-1 (Moffly opposed).

Mr. Barter asked the board for directions because of the combination of agenda items A, B, and C. He said a presentation from Mr. Bobby would help the Board better understand the movement of the money. Mr. Ascue said he was comfortable with it. Since no one felt they needed the presentation, Mr. Barter said there was a problem and the solution is the three recommendations before the board tonight.

Mrs. Moffly inquired about funding options for Carolina Park. Mr. Barter said if \$3.4 million was taken out to fund Laing. If the Board decides to use the \$3.4 million for Carolina Park, there would not be funds for the Laing extension. He said that's an option that would be discussed after voting of this item.

Mrs. Moffly suggested reprioritizing at this time to discuss 10.1B before 10.1A. Mr. Fraser said this vote would take money from sales tax and the next item would address the reallocation issue she is talking about. Mr. Ducker said cash flow management strategy is about how to get the money and another agenda item addresses the use of the money.

B. Allocation of 2005 Building Program Savings

Mr. Barter moved, seconded by Mr. Fraser, to approve the allocation of \$7,900,000 of savings from the 2005 Building Program and refunding of outstanding debt supporting this program to specifically provide for the following: 1) Complete the build out of the new Laing Middle School with an additional 300 seat capacity creating a total capacity at Laing Middle School of 1,200 students (\$3,400,000) and 2) Complete the build out of new Jennie Moore Elementary School from 900 to 1200 students (\$4,500,000). The funding source is the 2005 Building Program savings. The vote was 6-1 (Mrs. Moffly opposed).

Mr. Barter asked Mr. Bobby to present information on the financials and said the \$7.9 million is not enough to build a new school. Mr. Bobby said he would use Mr. Miller's bucket theory. He shared options of using other funding sources that could be used to build a school in the north part of Mt. Pleasant. He said General Funds could be used for any purpose in operating, maintaining and constructing. The district has worked hard to protect the GOF by removing Fixed Cost from the Capital Funds. The District continues to draw technology and software out of GOF and places them in Capital Funds. While \$10 million could be pulled to build a building, it would take away from money to purchase highly qualified staff.

Mr. Bobby said Fund Balance is there but it would not be wise to pull \$10 million from fund balance. The district may get a rating upgrade in about 60 days. The board just approved a short term loan from fund balance but there is a replenishment strategy. Doing so without replenishment strategy would not be a good idea.

Mr. Bobby said Sales Tax cannot be used on projects there were not approved on the 2010 Bond Referendum.

The Qualified School Construction Bond fund is not an option.

Alternative 2005-2010 is a possibility.

GO Bond- Sinking funds would be used to pay off debt. The district could pull \$8.4 million from various sources. However, \$3.4 million is needed to complete the Sullivan's Island ES project.

Fixed Cost of Ownership has \$18,000,000 and funds are already earmarked for projects. Should the district decide to pull it, there would be an impact.

Mr. Bobby said serious considerations would have to be made and it would have serious impact on other projects.

Mr. Bobby distributed a handout illustrating

considering it and he has inquired with Legal Counsel to resolve issues. Also, there is a possibility to discuss it with the developer. Mr. Miller asked if it's something that should be considered in other areas. Mr. Barter said that is a possibility if the district is able to work through the issues.

Mr. Fraser said public partnership is an option. The recommendation is the one choice that would get the work done the fastest.

Mr. Barter said allocation is to use the \$7.9 million to expand Laing.

Mrs. Moffly requested permission for Mr. Ken Glasson, a Mt. Pleasant Town Council Representative, to address the Board. He said the options would not address shortage of seats in the north area of Mt. Pleasant. He urged the Board to take every option to find money to fund the project in the north area.

C. Allocation of Sales Tax Funds to Enable Completion of Elements of the Wando High School Center for Advanced Study and the Memminger Elementary School Projects

Mr. Barter moved, seconded by Mr. Fraser to approve the allocation of sales tax for completion of 1) Wando High School Center for Advanced Studies (Cafeteria expansion - \$1,650,000, Connector road - \$1,250,000, and Wireless Overlay and Technology Upgrades (Safety and Security- \$800,000) and 2) Memminger Elementary School Project (Staff Parking Lot - \$400,000). The total cost of \$4,100,000 will be funded by the Sales Tax Program.

Mrs. Moffly moved, seconded by Mr. Fraser to amend the motion that \$250,000 for the replacement of the wireless network be funded from Fixed Cost of Ownership and that the money be moved back when feasible. Mr. Fraser accepted the amendment. The amended motion was approved 7-0.

Mr. Barter said the Audit and Finance unanimously supported the motion. He said it would eliminate traffic, cafeteria and parking problems. About the wireless upgrades, Mr. Bobby said 40% of the \$800,000 was to replace the phone system at Wando. Also, the remainder of the money was for wireless internet to cover the grounds. He said it was a reasonable investment considering all that is invested at Wando.

Mrs. Moffly said the upgrade of the older part of the Wando facility should come out of Informational Technology funds. Mr. McCarron said there is an integration program to enable the phone to operate. Mrs. Moffly said her question is about using Informational Technology funds for the existing Wando facility. Mr. Bobby said they had a choice and chose this option and saw it as an integration effort to make the system work.

D. Review of Audit & Finance Committee

Mr. Barter said the Audit and Finance Committee charter would be provided at a future meeting.

10.2: Policy Committee – Mr. Chris Fraser

A. First Reading – Policy IHBH – Charter Schools

Mr. Fraser moved, seconded by Mr. Barter, to approve the first reading of Policy IHBH – Charter Schools. The vote was 6-0. Note, Mrs. Moffly did not vote on this item since she was out of the room during the vote.

B. Review of the Policy Committee Charter

Mr. Fraser said the Policy Committee will bring its charter to a future Board meeting.

10.3: Strategic Education Committee – Mr. Michael Miller

A. Strategic Education Committee Charter

The Board will review the Strategic Education Committee charter at a future Board meeting.

10.4: Ad Hoc Committee – Mr. Ducker

The Board will review the Board agenda recommendation from the Ad Hoc Committee at a later date.

XI. POTENTIAL CONSENT AGENDA ITEMS

XII. NEW BUSINESS

1. Mr. Ducker requested a presentation on Common Core.

Since there was no other business to come before the CCSD Board of Trustees, Mr. Fraser moved, seconded by Mr. Ascue, to adjourn at 9:00 p.m.

75 Calhoun Street
Charleston, SC 29401

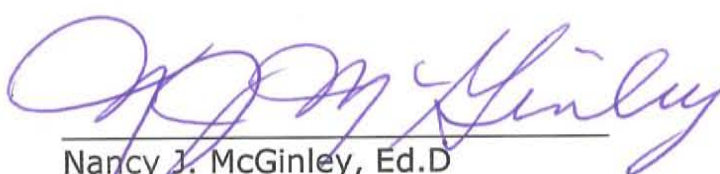
**Chief of Finance, Operations & Capital Programs
BOARD AGENDA ITEM**


TO: Board of Trustees
FROM: Michael L. Bobby
DATE: October 13, 2014
SUBJECT: 8% Bond Resolution

RECOMMENDATION: It is recommended that the Board of Trustees approve the 8% Bond Resolution in an amount not to exceed sixty-five million dollars (\$65,000,000) General Obligation Bonds, Series 2014 of Charleston County School District, South Carolina, to prescribe the purposes for which the proceeds shall be expended, to provide for the payment thereof, and other matters relating thereto.

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

Respectfully submitted:


Nancy J. McGinley, Ed.D
Superintendent of Schools


Michael L. Bobby
Chief of Finance, Operations &
Capital Programs

N/A
Jeffrey Borowy, Deputy of Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

10.1M

Chief of Finance, Operations & Capital Programs
October 13, 2014

SUBJECT: 8% Bond Resolution

BACKGROUND:

Bonds must be sold semi-annually to pay debt incurred by the School District. The bonds are sold to match commitments of both short and long-term capital needs as approved in the Capital portion of the District's 2014-2015 Budget.

DISCUSSION:

The attached resolution authorizes the sale of bonds necessary to pay debt service for the School District's facility improvement program, fixed cost of ownership projects, the classroom modernization project and completion of construction at Jennie Moore Elementary School, Laing Middle School and Sullivan's Island Elementary School. The resolution authorizes the sale of bonds in an amount not to exceed sixty-five million dollars (\$65,000,000).

The District will use \$8,300,000 of the bond proceeds to complete construction of Jennie Moore, Laing and Sullivan's Island. The District is able to fund the completion of these schools without a millage increase because it is using \$8.3 million of excess proceeds of the 2005 installment purchase revenue bonds (CEEFC bonds) to pay debt service due on the CEEFC bonds on December 1. Accordingly, the District needs \$8.3 million less of the GO bond proceeds to pay the December 1 payment on the CEEFC bonds so that \$8.3 million can be used for the completion of Jennie Moore, Laing and Sullivan's Island with no impact on millage. On September 9, 2013, the Board previously approved using \$7.9 million of excess 2005 CEEFC bond proceeds to pay the increased costs of Jennie Moore and Laing due to the increase in capacity at those two schools over the original design. This action completes the allocation of funds already approved, and provides for the funding of an additional \$400,000 to complete the construction at Sullivan's Island, all without any millage increase.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 8% Bond Resolution in an amount not to exceed sixty-five million dollars (\$65,000,000) General Obligation Bonds, Series 2014 of Charleston County School District, South Carolina, to prescribe the purposes for which the proceeds shall be expended, to provide for the payment thereof, and other matters relating thereto.

FUNDING SOURCE/COST:

Usual and customary fees for the cost of issuance which will be funded through the proceeds of the Bond sale.

FUTURE FISCAL IMPACT:

These bonds will be repaid through collection of taxes in Debt Service.

DATA SOURCES:

Terri Shannon
Haynsworth Sinkler Boyd, PA
Public Financial Management

PREPARED BY:

Mike Bobby, Chief of Finance, Operations & Capital Programs

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

A RESOLUTION

TO PROVIDE FOR THE ISSUANCE AND SALE OF NOT EXCEEDING SIXTY-FIVE MILLION DOLLARS (\$65,000,000) GENERAL OBLIGATION BONDS, SERIES 2014 OF CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA, TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED, TO PROVIDE FOR THE PAYMENT THEREOF, AND OTHER MATTERS RELATING THERETO.

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EXHIBIT C - FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF CHARLESTON COUNTY SCHOOL DISTRICT, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

FINDINGS OF FACT

As an incident to the adoption of this Resolution and the issuance of the bonds provided for herein, the Board of Trustees of Charleston County School District, South Carolina (the "Board"), the governing body of Charleston County School District, South Carolina (the "District"), finds that the facts set forth in this Article exist, and the statements made with respect thereto are true and correct.

Section 1.01 Objectives of Expenditures.

As of September 1, 2004, the District entered into a School Facilities Purchase and Occupancy Agreement (the "2004 Facilities Agreement") with Charleston Educational Excellence Financing Corporation, a South Carolina nonprofit corporation ("CEEFC"). Pursuant to the 2004 Facilities Agreement, the District is occupying certain school facilities subject thereto (the "2004 Facilities"). The 2004 Facilities Agreement further provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the 2004 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the 2004 Facilities. Upon the making of the final scheduled payment of purchase price under the 2004 Facilities Agreement, the District will have purchased all of the interest of CEEFC in the 2004 Facilities and will own the same outright. CEEFC has, pursuant to a Trust Agreement between it and Wells Fargo Bank, N.A., as trustee (herein, the "Trustee") dated September 1, 2004 (the "2004 Trust Agreement"), assigned its right to receive payments of purchase price under the 2004 Facilities Agreement to the Trustee.

As of January 1, 2013, the District entered into a Supplemental School Facilities Purchase and Occupancy Agreement (the "2013A Supplemental Facilities Agreement") with CEEFC in connection with the District's refinancing of its acquisition of the 2004 Facilities. The 2013A Supplemental Facilities Agreement, among other things, amended the 2004 Facilities Agreement to decrease the payments of purchase price due with respect to the acquisition of the 2004 Facilities.

The District's installment of purchase price falling due under the 2004 Facilities Agreement, as amended and supplemented by the 2013A Supplemental Facilities Agreement, on November 16, 2014 is in the amount of \$27,920,115.00. Net of an amount expected to be available from funds held in a debt service reserve fund established under the 2004 Trust Agreement which amount will be applied to the payment of purchase price, the District's payment of purchase price due on November 16, 2014 under the 2004 Facilities Agreement, as amended and supplemented by the 2013A Supplemental Facilities Agreement, will be in the amount of approximately \$14,650,055.69. The Board has determined to adopt this Resolution to authorize the issuance of general obligation bonds of the District to provide funds with which to pay the net purchase price due under the 2004 Facilities Agreement, as amended and supplemented by the 2013A Supplemental Facilities Agreement, on November 16, 2014.

As of December 1, 2005, the District entered into a School Facilities Purchase and Occupancy Agreement (the "2005 Facilities Agreement") with CEEFC. Pursuant to the 2005 Facilities Agreement, the District occupied certain school facilities subject thereto (the "Original 2005 Facilities"). As of May 1, 2013, the District entered into an Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2013B Facilities Agreement") with CEEFC in order to release a portion of the Original 2005 Facilities from the provisions of the 2005 Facilities Agreement, as amended by the 2013B Facilities Agreement, and to refinance the remaining Original 2005 Facilities (the "Amended 2005

Facilities") pursuant to the terms of the 2013B Facilities Agreement. The 2013B Facilities Agreement provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the Amended 2005 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the Amended 2005 Facilities. Upon the making of the final scheduled payment of purchase price under the 2013B Facilities Agreement, the District will have purchased all of the interest of CEEFC in the Amended 2005 Facilities and will own the same outright. CEEFC has, pursuant to an Amended and Restated Trust Agreement between it and the Trustee dated as of May 1, 2013 (the "2013B Trust Agreement"), assigned its right to receive payments of purchase price under the 2013B Facilities Agreement to the Trustee.

The District's installment of purchase price falling due under the 2013B Facilities Agreement on November 16, 2014 is in the amount of \$8,335,525.00. Net of an amount expected to be available from funds held in the Project Fund (as defined in the 2005 Facilities Agreement) which amount will be applied to the payment of purchase price, the District's payment of purchase price due on November 16, 2014 under the 2013B Facilities Agreement will be in the amount of approximately \$35,525.00. The Board has determined to adopt this Resolution to authorize the issuance of general obligation bonds of the District to provide funds with which to pay the purchase price due under the 2013B Facilities Agreement on November 16, 2014.

As of June 1, 2006, the District entered into a School Facilities Purchase and Occupancy Agreement (the "2006 Facilities Agreement") with CEEFC. Pursuant to the 2006 Facilities Agreement, the District occupied certain school facilities subject thereto (the "Original 2006 Facilities"). As of September 1, 2014, the District entered into an Amended and Restated School Facilities Purchase and Occupancy Agreement (the "2014 Facilities Agreement") with CEEFC in order to release a portion of the Original 2006 Facilities from the provisions of the 2006 Facilities Agreement, as amended by the 2014 Facilities Agreement, and to refinance the remaining Original 2006 Facilities (the "Amended 2006 Facilities") pursuant to the terms of the 2014 Facilities Agreement. The 2014 Facilities Agreement further provides for the payment by the District on a semi-annual basis of a portion of the purchase price of the Amended 2006 Facilities. By making each such payment of purchase price, the District acquires an undivided interest in the Amended 2006 Facilities. Upon the making of the final scheduled payment of purchase price under the 2014 Facilities Agreement, the District will have purchased all of the interest of CEEFC in the Amended 2006 Facilities and will own the same outright. CEEFC has, pursuant to an Amended and Restated Trust Agreement between it and the Trustee dated as of September 1, 2014 (the "2014 Trust Agreement"), assigned its right to receive payments of purchase price under the 2014 Facilities Agreement to the Trustee.

The District's installment of purchase price falling due under the 2006 Facilities Agreement on November 16, 2014 is in the amount of \$1,247,823.61. The Board has determined to adopt this Resolution to authorize the issuance of general obligation bonds of the District to provide funds with which to pay the purchase price due under the 2014 Facilities Agreement on November 16, 2014.

The District has heretofore on May 7, 2014 issued its General Obligation Bond Anticipation Note, Series 2014A in the original principal amount of \$33,825,000 (the "2014A BAN") to finance a portion of the purchase price which was due under the 2004 Facilities Agreement, as amended and supplemented by the 2013A Supplemental Facilities Agreement, the 2013B Facilities Agreement and the 2006 Facilities Agreement on May 17, 2014 and the cost of certain capital improvements to the facilities of the District (the "BAN Projects"). The 2014A BAN matures as to principal and interest on November 4, 2014. In the proceedings authorizing the 2014A BAN, the Board covenanted to issue general obligation bonds of the District prior to the maturity of the 2014A BAN to provide funds for the payment of principal and interest due on the 2014A BAN. The Board has determined to adopt this Resolution to authorize the issuance of general obligation bonds of the District to provide funds with

which to pay principal and interest due on the 2014A BAN at maturity in an amount of approximately \$34,656,531.26.

The Board has further determined, after due investigation, that certain additional capital improvements to the facilities of the District are necessary, and that it is in the best interests of the District that the same be financed through the proceeds of the general obligation bonds authorized by this Resolution. Such improvements (collectively, the "Improvements") are described in Exhibit A hereto. It is estimated that the cost of the Improvements will be in the approximate amount of \$8,300,000. The Board has determined to defray the cost of the Improvements, including reimbursement of the District for expenditures previously incurred in connection with the Improvements as permitted by the Code (as defined herein), and costs of issuance with a portion of the proceeds of the bonds authorized herein.

Section 1.02 Recital of Statutory Authorization.

Pursuant to the provisions of Sections 59-71-10 to 59-71-190, inclusive, of the Code of Laws of South Carolina 1976, as amended, and as amended and supplemented by Act No. 113 of the Acts and Joint Resolutions of 1999 of the General Assembly of South Carolina (together, the "School Bond Act"), the District is authorized to issue general obligation bonds, the proceeds of which are used to defray the cost of acquiring, constructing, improving, equipping, renovating and repairing school buildings or other school facilities of the District or the cost of the acquisition of land whereon to construct or establish such school facilities. The application of the proceeds of bonds to the acquisition of an undivided interest in the 2004 Facilities, the Amended 2005 Facilities and the Amended 2006 Facilities, the retirement of the 2014A BAN and the acquisition of the Improvements constitutes a valid use of the proceeds of bonds issued under the School Bond Act.

Section 1.03 Recital of Applicable Constitutional Provisions.

Pursuant to the provisions of Section 15 of Article X of the Constitution of the State of South Carolina, the District may borrow that sum of money which is equal to 8% of the last completed assessment of all taxable property located in the District without the necessity of conducting a referendum. The Board is advised that the 2014 assessed value of all taxable property located in the District is not less than \$3,345,156,497 (which amount includes the assessed value of merchants' inventory in the amount of \$21,657,390). Accordingly, the present debt limit of the District is not less than \$267,612,519. There is presently general obligation debt outstanding in the principal amount of \$151,015,000 chargeable against the debt limit of the District (which amount includes the outstanding principal amount of the 2014A BAN to be retired with proceeds of the bonds authorized herein). Thus, the District is authorized to borrow the sum of not exceeding \$116,597,519 by way of general obligation debt.

ARTICLE II

DEFINITIONS AND CONSTRUCTION

Section 2.01 Definitions.

As used in this Resolution unless the context otherwise requires, the following terms shall have the following respective meanings:

"Ancillary Projects" shall mean the capital improvements of the District financed in connection with the delivery of the 2004 Facilities Agreement, the 2005 Facilities Agreement and the 2006 Facilities Agreement but not subject thereto.

"Authorized Investments" means any securities which are authorized legal investments for school districts of the State pursuant to the Code of Laws of South Carolina 1976, as amended.

"Authorized Officer" means the Chair or the Vice-Chair of the Board, the Secretary of the Board, the Superintendent, the Chief Financial and Operations Officer of the District and any other officer or employee of the District designated from time to time as an Authorized Officer by resolution of the Board, and when used with reference to any act or document also means any other person authorized by resolution of the Board to perform such act or sign such document.

"Board" means the Board of Trustees of Charleston County School District, South Carolina, the governing body of the District, or any successor governing body of the District.

"Bond" or "Bonds" means any of the general obligation bonds of the District authorized by this Resolution in the aggregate principal amount of not exceeding \$65,000,000.

"Bond Payment Date" means each March 1 and September 1 on which interest on any of the Bonds shall be payable or on which both a Principal Installment and interest shall be payable on any of the Bonds.

"Bondholder" or "Holder" or "Holders of Bonds" or "Owner" or similar term means, when used with respect to a Bond or Bonds, any person who shall be registered as the owner of any Bond Outstanding.

"Chair" shall mean the Chair of the Board and, in the absence or disability of the Chair, the Vice-Chair of the Board.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Disclosure Dissemination Agreement" means that agreement, the form of which appears attached hereto as Exhibit C, which is to be executed by an Authorized Officer and delivered at or prior to the closing of the Bonds as required by Securities and Exchange Commission Rule 15c2-12, as amended.

"District" means Charleston County School District, South Carolina.

"District Request" means a written request of the District signed by an Authorized Officer.

"Escrow Agent" means Wells Fargo Bank, N.A.

"Government Obligations" means and includes direct general obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which is fully and unconditionally guaranteed by the United States of America.

"Original Issue Date" means the date of delivery of the Bonds.

"Outstanding", when used in this Resolution with respect to the Bonds, means as of any date all Bonds theretofore authenticated and delivered pursuant to this Resolution except:

(i) any Bond cancelled or delivered to the Registrar for cancellation on or before such date;

(ii) any Bond (or any portion thereof) deemed to have been paid in accordance with the provisions of Section 7.01 hereof; and

(iii) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Section 3.11 of the Resolution.

"Paying Agent" means the District, acting through the Superintendent.

"Person" means an individual, a partnership, a corporation, a trust, a trustee, an unincorporated organization, or a government or an agency or political subdivision thereof.

"Principal Installment" means the principal amount of all Bonds due on a specific Bond Payment Date.

"Record Date" means the 15th day of the calendar month immediately preceding each Bond Payment Date.

"Registrar" means the District, acting through the Superintendent.

"Resolution" means this Resolution as the same may be amended or supplemented from time to time in accordance with the terms hereof.

"School Bond Act" means Sections 59-71-10 to 59-71-190, inclusive, of the Code of Laws of South Carolina 1976, as amended, and as amended and supplemented by Act No. 113 of the Acts and Joint Resolutions of the General Assembly of South Carolina for the year 1999.

"Secretary" shall mean the Secretary of the Board and, in the absence or disability of the Secretary, the Acting Secretary of the Board.

"State" means the State of South Carolina.

"Superintendent" means the Superintendent of the District.

Section 2.02 Construction.

In this Resolution, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Resolution.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Resolution, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Resolution.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Any fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Resolution, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Issuance of Bonds.

Pursuant to the provisions of the School Bond Act, and for the purpose of obtaining funds for the purposes set forth in Section 1.01 hereof and to pay costs of issuance of the Bonds authorized hereby, there shall be issued not exceeding Sixty-Five Million Dollars (\$65,000,000) of general obligation bonds of the District, designated General Obligation Bonds, Series 2014 (the "Bonds"). The Superintendent shall determine the actual principal amount of the Bonds required to accomplish the purposes set forth in Section 1.01 hereof, provided that such principal amount shall not exceed \$65,000,000.

Section 3.02 Maturity Schedule of Bonds.

The Bonds shall mature on the dates and in the principal amounts as determined by the Superintendent, upon advice of the Financial Advisor to the District, provided that the aggregate principal amount of the Bonds issued hereunder does not exceed \$65,000,000. The Bonds shall bear interest at rates determined in the manner prescribed by Section 3.15 hereof. Interest on the Bonds shall be first payable on March 1, 2015 and semiannually thereafter on March 1 and September 1 of each year until payment in full of the principal thereof. The Bonds shall be dated the date of the delivery thereof. The Bonds shall not be subject to redemption prior to maturity.

Section 3.03 Provision for Payment of Interest on the Bonds.

The Bonds shall be authenticated on such dates as they shall, in each case, be delivered. The Original Issue Date of the Bonds shall be such date as may be designated by the Superintendent but in any case on or before the date of delivery of the Bonds. The Bonds shall bear interest from the March 1 or the September 1 to which interest has been paid next preceding the authentication date thereof, unless the authentication date thereof is a March 1 or a September 1, in which case, from such authentication date, or if dated prior to the initial Bond Payment Date, then from the Original Issue Date of the Bonds. The interest to be paid on any March 1 or September 1 shall be paid to the Person in whose name such Bond is registered at the close of business on the Record Date next preceding such March 1 or September 1.

Section 3.04 Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal Installments and Interest.

(a) The Bonds shall be payable as to Principal Installments and interest at the respective rates per annum determined in the manner prescribed by Section 3.15 hereof (on the basis of a 360-day year of twelve 30-day months), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(b) The Bonds shall be issued in the form of fully-registered Bonds. The Bonds shall be issued in the denomination of \$5,000 or any whole multiple thereof not exceeding the principal amount of Bonds maturing in such year. The Bonds shall be numbered from 1 upwards in such fashion as to maintain a proper record thereof.

(c) The Principal Installments of all Bonds shall be payable at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by the Paying Agent to the Person appearing on each Record Date on the registration books of the District, which books shall be held by the Registrar as provided in Section 3.08 hereof, as the registered owner thereof, by check or draft mailed to

such registered owner at his address as it appears on such registration books. Payment of the Principal Installments of all Bonds shall be made upon the presentation and surrender for cancellation of such Bonds as the same shall become due and payable.

Section 3.05 Agreement to Maintain Registrar and Paying Agent.

As long as any of the Bonds remain Outstanding, the Superintendent shall serve as Registrar and Paying Agent of the Bonds.

Section 3.06 Execution and Authentication.

(a) The Bonds shall be executed in the name of and on behalf of the District by the manual or facsimile signature of the Chair or other Authorized Officer, with its corporate seal (or a facsimile thereof) impressed, imprinted or otherwise reproduced thereon, and attested by the manual or facsimile signature of its Secretary or other Authorized Officer (other than the officer executing such Bonds). Bonds bearing the manual or facsimile signature of any Person who shall have been such an Authorized Officer at the time such Bonds were so executed shall bind the District notwithstanding the fact that he may have ceased to be such Authorized Officer prior to the authentication and delivery of such Bonds or was not such Authorized Officer at the date of the authentication and delivery of the Bonds.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the form of the Bond attached hereto as Exhibit B, duly executed by the manual signature of the Registrar and such certificate of authentication upon any Bond executed on behalf of the District shall be conclusive evidence that the Bond so authenticated has been duly issued hereunder and that the Holder thereof is entitled to the benefit of the terms and provisions of the Resolution.

Section 3.07 Exchange of Bonds.

Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered Holder or his duly authorized attorney, may, at the option of the registered Holder thereof, be exchanged for an equal aggregate principal amount of Bonds in authorized denominations of the same interest rate and maturity. So long as any of the Bonds remain Outstanding, the District shall make all necessary provisions to permit the exchange of Bonds.

Section 3.08 Transferability and Registry.

All Bonds shall at all times, when the same are Outstanding, be payable, both as to the Principal Installment and interest to the Holder, and shall be transferable only in accordance with the provisions for registration and transfer contained in the Resolution and in the Bonds. So long as any of the Bonds remain Outstanding, the District shall maintain and keep, at the office of the Registrar, books for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at the principal office of the Registrar, the District shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bond, except that under no circumstances shall any Bond be registered or transferred to bearer. So long as any of the Bonds remain Outstanding, the District shall make all necessary provisions to permit the transfer of Bonds at the principal office of the Registrar.

Section 3.09 Transfer of Bonds.

Each Bond shall be transferable only upon the books of the District, which shall be kept for such purpose at the principal office of the Registrar which shall be maintained for such purpose by the Registrar, upon presentation and surrender thereof by the Holder of such Bond in person or by his attorney duly authorized in writing, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the District shall execute and the Registrar shall authenticate and deliver, in the name of the Person who is the transferee, one or more new Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond. All action taken by the Registrar pursuant to this Section shall be deemed to be the action of the District.

Section 3.10 Regulations with Respect to Exchanges and Transfers.

All Bonds surrendered in any exchanges or transfers shall forthwith be cancelled by the Registrar. For each such exchange or transfer of Bonds, the District or the Registrar may make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The District shall not be obligated to issue, exchange or transfer any Bond after the Record Date next preceding any Bond Payment Date.

Section 3.11 Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If any mutilated Bond is surrendered to the Registrar or the Registrar or the District receives evidence to their satisfaction of the destruction, loss or theft of any Bond, and there is delivered to the Registrar or the District such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice that such Bond has been acquired by a *bona fide* purchaser, the District shall execute, and upon District Request, the Registrar shall authenticate and deliver, in exchange for any such mutilated Bond or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like tenor and principal amount, bearing a number unlike that of a Bond contemporaneously Outstanding. The Registrar shall thereupon cancel any such mutilated Bond so surrendered. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a new Bond pay such Bond.

(b) Upon the issuance of any new Bond under this Section 3.11, the District may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees or other fees, of the District or the Registrar connected therewith.

(c) Each new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the District, whether or not the destroyed, lost or stolen Bond shall at any time be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds duly issued pursuant to the Resolution. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 3.12 Holder As Owner of Bond.

The District, the Registrar and any Paying Agent may treat the Holder of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the Principal Installment of and interest on such Bond and for all other purposes, and payment of the Principal Installment and interest shall be made only to, or upon the order of, such Holder. All payments to such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor any Paying Agent shall be affected by any notice to the contrary.

Section 3.13 Cancellation of Bonds.

The Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the District. No such Bonds shall be deemed Outstanding under the Resolution and no Bonds shall be issued in lieu thereof.

Section 3.14 Payments Due on Saturdays, Sundays and Holidays.

In any case where any Bond Payment Date shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of the interest on or Principal Installment of the Bonds need not be made on such date but may be made on the next succeeding business day not a Saturday, Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the Bond Payment Date and no interest shall accrue for the period after such date.

Section 3.15 Conditions Relating to Naming of Interest Rates.

The Bonds shall bear such rate or rates of interest as shall at the sale of such Bonds reflect the lowest true interest cost (TIC) to the District at a price of not less than par, but:

- (a) all Bonds of the same maturity shall bear the same rate of interest;
- (b) no rate of interest named shall be more than five per centum (5%) higher than the lowest rate of interest named; and
- (c) each interest rate named shall be a multiple of one eighth (1/8th) or one twentieth (1/20th) of one per centum (1%); and
- (d) any premium offered must be paid in cash as a part of the purchase price.

Section 3.16 Tax Exemption in South Carolina.

Both the Principal Installment and interest on the Bonds shall be exempt from all State, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

Section 3.17 Order of Tax Levy to Pay Principal and Interest of Bonds.

For the payment of the Principal Installments and interest on the Bonds as the same respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit,

resources and taxing power of the District are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Charleston County, South Carolina, and collected by the Treasurer of Charleston County, South Carolina, in the same manner as county taxes are levied and collected, a tax on all taxable property in the District sufficient to pay the Principal Installments and interest on such Bonds as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.18 Notice to Auditor and Treasurer to Levy Tax.

The Auditor and Treasurer of Charleston County, South Carolina shall be notified of this issue of Bonds and directed to levy and collect, upon all taxable property in the District, an annual tax sufficient to meet the payment of the Principal Installments and interest on the Bonds, as they respectively mature, and to create such sinking fund as may be necessary therefor.

Section 3.19 Bonds Issued in Book-Entry-Only Form.

(a) Notwithstanding any provision of this Resolution to the contrary, the Bonds may initially be issued under the DTC book-entry-only system in fully-registered form, registered in the name of Cede & Co. as the registered owner and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as initial securities depository for the Bonds. Notwithstanding anything to the contrary herein, so long as the Bonds are being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by such securities depository. DTC and any successor securities depositories are hereinafter referred to as the "Securities Depository." Cede & Co. and successor securities depository nominees are hereinafter referred to as the "Securities Depository Nominee."

(b) Notwithstanding any other provision of this Resolution, as long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the Holder of the Bonds for the purposes of (i) paying the Principal Installments and interest on such Bonds, (ii) giving any notice permitted or required to be given to Bondholders under this Resolution, (iii) registering the transfer of Bonds, and (iv) requesting any consent or other action to be taken by the Holders of such Bonds, and for all other purposes whatsoever, and the District shall not be affected by any notice to the contrary.

(c) The District shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as Holder of such Bonds.

(d) The District shall pay all of the Principal Installments and interest on Bonds issued under a book-entry system only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the Principal Installments of and interest on such Bonds.

(e) In the event that the Securities Depository for the Bonds discontinues providing its services, the District shall either engage the services of another Securities Depository, or if another Securities Depository is not engaged, the Registrar and Paying Agent shall authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository Nominee.

(f) In connection with any notice or other communication to be provided to the Holders of Bonds by the District or by the Registrar and Paying Agent with respect to any consent or other action to be taken by the Holders of Bonds, the District or the Registrar and Paying Agent, as the case may be,

shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

Section 3.20 Form of Bond.

The form of the Bond, and registration provisions to be endorsed thereon, shall be substantially as set forth in Exhibit B attached hereto and made a part of this Resolution.

[End of Article III]

ARTICLE IV

PURCHASE OF BONDS

Section 4.01 Purchases of Bonds Outstanding.

Purchases of Bonds Outstanding may be made by the District at any time with money available to it from any source. Upon any such purchase, the District shall deliver such Bonds to the Registrar for cancellation.

[End of Article IV]

ARTICLE V

SALE OF BONDS

Section 5.01 Determination of Time to Receive Bids.

The Bonds shall be sold at public sale, at a price of not less than par. Bids for the Bonds shall be received at such date and time to be selected by the Superintendent. The Bonds shall be advertised for sale in *The Bond Buyer*, which advertisement shall appear at least once, not less than seven days before the date set for the sale.

Section 5.02 Award of Bonds.

Upon receipt of bids for the Bonds, the Superintendent or the Chief Financial and Operations Officer of the District, upon the advice of the Financial Advisor to the District, is authorized to award the Bonds to the bidder offering the lowest true interest cost therefor.

Section 5.03 Preliminary Official Statement and Official Statement.

The Chief Financial and Operations Officer of the District is hereby authorized to prepare and cause to be distributed a Preliminary Official Statement in connection with the sale of the Bonds and to "deem final" the same within the meaning of Securities and Exchange Commission Rule 15c2-12. The Preliminary Official Statement may be made available in printed or electronic formats prior to the sale of the Bonds. Following the award of the Bonds as provided in Section 5.02 herein, the Chief Financial and Operations Officer of the District is authorized to prepare and make available to the purchaser of the Bonds a final Official Statement in printed or electronic formats.

[End of Article V]

ARTICLE VI

DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01 Disposition of Bond Proceeds Including Temporary Investments.

The proceeds derived from the sale of the Bonds shall be expended and made use of by the Board as follows:

(a) the amounts determined by the Superintendent, upon the advice of the Financial Advisor to the District, to be sufficient, including investment earnings thereon, to allow the District to make payments of purchase price due to the Trustee on November 16, 2014 as to the 2004 Facilities Agreement, as amended and supplemented by the 2013A Supplemental Facilities Agreement, the 2013B Facilities Agreement and the 2014 Facilities Agreement shall be paid to and held by the Escrow Agent in irrevocable escrow accounts (one such account as to each of the 2004 Facilities Agreement, as amended and supplemented by the 2013A Supplemental Facilities Agreement, the 2013B Facilities Agreement and the 2014 Facilities Agreement) and invested in Government Obligations or held as cash for the payment of purchase price so due;

(b) the amount determined by the Superintendent, upon the advice of the Financial Advisor to the District, to be sufficient to pay the principal and interest due on the 2014A BAN at maturity shall be deposited with the District;

(c) the remaining proceeds shall be expended and made use of by the Board to defray the costs of the Improvements, as defined in Section 1.01 herein, including reimbursement of the District for expenditures previously incurred by the District in connection with the Improvements as permitted by the Code, and the costs of issuing the Bonds. Pending the use of Bond proceeds, the same shall be invested and reinvested in Authorized Investments. All earnings from such investments shall be applied to the cost of the Improvements; and

(d) if any balance remains, it shall be held in a special fund and used to effect the retirement of the Bonds authorized by this Resolution, or, if so provided by resolution of the Board, to defray the cost of additional improvements to the facilities of the District.

Provided, that neither the purchaser nor any Holder of the Bonds shall be liable for the proper application of the proceeds thereof.

[End of Article VI]

ARTICLE VII

DEFEASANCE OF BONDS

Section 7.01 Discharge of Resolution - Where and How Bonds are Deemed to have been Paid and Defeased.

If all of the Bonds issued pursuant to this Resolution and all interest thereon shall have been paid and discharged, then the obligations of the District under this Resolution with respect to the Bonds and all other rights granted hereby shall cease and determine. The Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances, viz.:

(a) The Paying Agent shall hold, at the stated maturities of the Bonds, in trust and irrevocably appropriated thereto, sufficient moneys for the payment of the Principal Installments and interest thereof; or

(b) If default in the payment of the Principal Installments of the Bonds or the interest thereon shall have occurred on any Bond Payment Date, and thereafter tender of such payment shall have been made, and at such time as the Paying Agent shall hold in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(c) If the District shall elect to provide for the payment of the Bonds prior to their stated maturities, and shall have deposited with the Paying Agent in an irrevocable trust moneys which shall be sufficient, or Government Obligations, the principal of and interest on which when due will provide moneys, which together with moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient to pay when due the Principal Installments and interest to become due on the Bonds on and prior to their maturity dates.

Neither the Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor the principal or interest payments thereon shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal Installments and interest on the Bonds; provided that any cash received from such principal or interest payments on Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be invested and reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal Installments and interest to become due on the Bonds on and prior to their maturity dates, and interest earned from such reinvestments not required for the payment of the Principal Installments and interest may be paid over to the District, as received by the Paying Agent, free and clear of any trust, lien or pledge.

[End of Article VII]

ARTICLE VIII

FEDERAL TAX CONSIDERATIONS

Section 8.01 Compliance with the Code.

The District will comply with all requirements of the Code in order to preserve the tax-exempt status of the Bonds, including without limitation, (i) the requirement to file the information reports with the Internal Revenue Service, and (ii) the requirement to rebate certain arbitrage earnings to the United States Government pursuant to Section 148(f) of the Code. In this connection, the District covenants to execute any and all agreements, certificates and other documentation as it may be advised by bond counsel will enable it to comply with this Section, and such agreements, certificates and other documentation may be executed by an Authorized Officer.

The District hereby represents and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of Original Issue Date of the Bonds. Without limiting the generality of the foregoing, the District represents and covenants that:

(a) All property provided by the net proceeds of the Bonds will be owned by the District in accordance with the rules governing the ownership of property for federal income tax purposes.

(b) The District shall not permit the proceeds of the Bonds or any facility financed with the proceeds of the Bonds to be used in any manner that would result in (a) ten percent (10%) or more of such proceeds being considered as having been used directly or indirectly in any trade or business carried on by any natural person or in any activity carried on by a person other than a natural person other than a governmental unit as provided in Section 141(b) of the Code, or (b) five percent (5%) or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit as provided in Section 141(c) of the Code.

(c) The District is not a party to nor will it enter into any contracts with any person for the use or management of any facility provided with the proceeds of the Bonds that do not conform to the guidelines set forth in Revenue Procedure 97-13 of the Internal Revenue Service.

(d) The District will not sell or lease any property provided by the Bonds to any person unless it obtains the opinion of nationally recognized bond counsel that such lease or sale will not affect the tax exemption of the Bonds.

(e) The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code. The District has not entered into any leases or sales or service contract with any federal government agency and will not enter into any such leases or contracts unless it obtains the opinion of nationally recognized bond counsel that such action will not affect the tax exemption of the Bonds.

All references to "property" and "facilities" in this Section 8.01 shall mean property and facilities comprising the BAN Projects financed with proceeds of the 2014A BAN and the Improvements, as well as property and facilities financed in connection with the delivery of the 2004 Facilities Agreement, the 2005 Facilities Agreement and the 2006 Facilities Agreement, including the Ancillary Projects.

Section 8.02 Ability to Meet Arbitrage Requirements.

Careful consideration has been given to the time in which the expenditures will be made. It has been ascertained that all of the money received from the proceeds of the Bonds will be expended within the limitations imposed by Section 148 of the Code and the Treasury regulations promulgated pursuant thereto. Accordingly, the District will be able to certify upon reasonable grounds that the Bonds herein provided for are not "arbitrage bonds" within the meaning of Section 148 of the Code.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS

Section 9.01 Failure to Present Bonds.

Anything in this Resolution to the contrary notwithstanding, any money held by the Paying Agent in trust for the payment and discharge of any of the Bonds, or the interest thereon, which remains unclaimed for such period of time after the date when such Bonds have become due and payable at their stated maturity dates that the Holder thereof shall no longer be able to enforce the payment thereof, the Paying Agent shall at the written request of the District pay such money to the District as its absolute property and free from trust, and the Paying Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the District for the payment of such Bonds; provided, however, the Paying Agent shall forward to the District all moneys which remain unclaimed during a period five years from the Bond Payment Date, provided, however, that before being required to make any such payment to the District, the Paying Agent, at the expense of the District, may conduct such investigations as may in the opinion of the Paying Agent be necessary to locate the Holders of those who would take if the Holder shall have died.

Section 9.02 Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Resolution should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Resolution.

Section 9.03 Successors.

Whenever in this Resolution the District is named or referred to, it shall be deemed to include any entity which may succeed to the principal functions and powers of the District, and all the covenants and agreements contained in this Resolution or by or on behalf of the District shall bind and inure to the benefit of the successor whether so expressed or not.

Section 9.04 Resolution to Constitute Contract.

In consideration of the purchase and acceptance of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Resolution shall be deemed to be and shall constitute a contract between the District and the Holder from time to time of the Bonds and such provisions are covenants and agreements with such Holders which the District hereby determined to be necessary and desirable for the security and payment thereof. The pledge hereof and the provisions, covenants, and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection, and security of the Holders of any and all of the Bonds, all of which shall be of equal rank without preference, priority or distinction of any Bonds over any other Bonds.

Section 9.05 Continuing Disclosure.

(a) In accordance with Act No. 442 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1994, the District hereby covenants to file with a central repository for availability in the secondary bond market when requested (1) an annual independent audit, within thirty days of the District's receipt of the audit; and (2) event specific information, within thirty days of an event adversely affecting more than five percent of the District's revenue or tax base.

The only remedy for failure by the District to comply with the covenant in this Section 9.05 shall be an action for specific performance of this covenant. The Board specifically reserves the right to amend this covenant to reflect any change in Act 442, without the consent of any Bondholder.

(b) The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Dissemination Agreement. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Disclosure Dissemination Agreement shall not be considered an event of default hereunder; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the District to comply with its obligations under this Section 9.05(b). The Disclosure Dissemination Agreement shall be executed by an Authorized Officer prior to the delivery of the Bonds and shall be in such form as is set forth in Exhibit C hereto, together with such modifications and amendments thereto as shall be deemed necessary by such Authorized Officer, upon advice of counsel. The execution of the Disclosure Dissemination Agreement shall constitute conclusive evidence of the approval by the person executing the same of any and all modifications and amendments thereto.

Section 9.06 Filing of Copies of Resolution.

Copies of this Resolution shall be filed in the offices of the Board, the office of the Clerk of Court for Charleston County, South Carolina (as a part of the Transcript of Proceedings), and at the offices of the Paying Agent and Registrar.

[End of Article IX]

DONE IN MEETING DULY ASSEMBLED this 13th day of October, 2014.

CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA

(SEAL)

Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

LIST OF IMPROVEMENTS

Construction projects

- Construction of Sullivans Island Elementary School
- Construction of Jennie Moore Elementary School
- Construction of Laing Middle School

EXHIBIT B

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
CHARLESTON COUNTY SCHOOL DISTRICT
GENERAL OBLIGATION BOND
SERIES 2014

No. 1 \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
%	March 1, 20__	_____, 2014	

Registered Holder: CEDE & CO.

Principal Amount: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Charleston County School District, South Carolina (the "School District"), is justly indebted and, for value received, hereby promises to pay to the Registered Holder named above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, upon presentation and surrender of this bond at the office of the Superintendent of Charleston County School District in the City of Charleston, State of South Carolina (the "Registrar/Paying Agent"), and to pay interest, calculated on the basis of a 360-day year consisting of twelve months of 30 days each, on such Principal Amount from the date hereof at the Interest Rate per annum shown above until the School District's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this bond is payable semiannually on March 1 and September 1 of each year commencing March 1, 2015, and shall be payable by check or draft mailed to the person in whose name this bond is registered on the registration books of the School District maintained by the Registrar/Paying Agent at the close of business on the 15th day of the calendar month next preceding each semiannual interest payment date (each, a "Record Date"). The principal and interest on this bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. This bond is not subject to redemption prior to maturity.

This bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar/Paying Agent.

This bond is one of an issue of bonds in the aggregate principal amount of \$_____ (the "Bonds") issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 15 of the Constitution of the State of South Carolina 1895, as amended; Title 59, Chapter 71 of the Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and a resolution duly adopted by the Board of Trustees of the School District on October 13, 2014 (the "Resolution"). Capitalized terms used but not defined herein shall have the meanings ascribed to them by the Resolution.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit, resources and taxing power of the School District are hereby irrevocably pledged, and there shall be levied annually by the Auditor of Charleston County and collected by the Treasurer of Charleston County, in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Bonds are being issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each maturity of the Bonds, registered in the name of the Securities Depository Nominee, is being issued and is required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's Participants, beneficial ownership of the Bonds in the principal amount of \$5,000 or any whole multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The School District and the Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and interest on this bond, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal and interest payments to beneficial owners of the Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The School District will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of this bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

This bond is transferable only upon the books of the School District kept for that purpose at the principal office of the Registrar/Paying Agent by the Registered Holder hereof in person or by his duly authorized attorney upon surrender of this bond together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the Registered Holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange herefor as provided in the Resolution. The School District and the Registrar/Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes. The School District shall not be obligated to issue, exchange or transfer any Bond after any Record Date.

Under the laws of the State of South Carolina, this bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes, but the interest hereon may be included in certain franchise fees or taxes.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this bond, together with all other general obligation and bonded indebtedness of the School District does not exceed the applicable limitation of indebtedness

under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds at the maturity thereof and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, the Board of Trustees of Charleston County School District, South Carolina, the governing body of the District, has caused this bond to be signed by the manual signature of the Chair and its corporate seal to be hereunto impressed and attested to by the manual signature of its Secretary.

(SEAL)

**CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA**

By: _____
Chair, Board of Trustees

Attest:

Secretary, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within mentioned Resolution.

**CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA**
as Registrar/Paying Agent

By: _____
Superintendent

Authentication Date: _____, 2014

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Transferee)

the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed

(Authorized Officer)

(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallions Program (STAMP))

Notice: The signature to the assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of _____, 2014, is executed and delivered by Charleston County School District, South Carolina (the "Issuer") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC"), for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) in order to assist the Participating Underwriters in complying with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule"). Inasmuch as the Bonds have a stated maturity of less than 18 months, the limited exemption provided by S.E.C. Rule 15c2-12(d)(3) applies to the Bonds, and the Issuer's obligations are limited to compliance with S.E.C. Rule 15c2-12(b)(5)(i)(C).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Bonds" means the obligations as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Notice Event notice delivered to the Disclosure Dissemination Agent is the Notice Event notice required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 6 hereof.

"Disclosure Representative" means the Chief Financial and Operations Officer of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Force Majeure Event" means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent's reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or

the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

"Holder" means any person (i) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (ii) treated as the owner of any Bonds for federal income tax purposes.

"Information" means the Notice Event notices.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 2(a) of this Disclosure Agreement.

"Obligated Person" means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Bonds, as listed on Exhibit A.

"Trustee" means the institution identified as such or identified as Paying Agent/Registrar in the document under which the Bonds were issued.

SECTION 2. Filing of Notice Events.

(a) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file the text of each Notice Event received under Sections 3(a) and 3(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 3(a) or 3(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 3(c) of this Disclosure Agreement:

1. "Principal and interest payment delinquencies;"
2. "Non-payment related defaults, if material;"
3. "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. "Substitution of credit or liquidity providers, or their failure to perform;"
6. "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"

7. "Modifications to rights of Bondholders, if material;"
8. "Bond calls, if material, and tender offers;"
9. "Defeasances;"
10. "Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11. "Rating changes;"
12. "Bankruptcy, insolvency, receivership or similar event of the Obligated Person;"
13. "Merger, consolidation, or acquisition of the Obligated Person, if material;" and
14. "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;" and

- (ii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(b) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 3: For the purposes of the event described in subsection (a)(12) of this Section 3, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event in a timely manner to allow the Disclosure Dissemination Agent to file the Notice Event notice with the MSRB not in excess of ten business days after its occurrence. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(a)(i) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 3, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(a)(i) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 3 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the MSRB in accordance with Section 2(a)(i) hereof.

SECTION 4. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Notice Event notices, the Issuer shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 5. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an Obligated Person, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

SECTION 6. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable, until payment in full, for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 7. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Disclosure Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 8. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer nor the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days prior written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 11. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of New York (other than with respect to conflicts of laws), except that the capacity of the Issuer to enter into this Disclosure Agreement and its enforceability against the Issuer shall be governed by and construed in accordance with the laws of the State of South Carolina.

SECTION 12. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

CHARLESTON COUNTY SCHOOL DISTRICT,
SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title: _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer: Charleston County School District, South Carolina
Obligated Person(s): Charleston County School District, South Carolina
Name of Issue: \$_____ General Obligation Bonds, Series 2014
Date of Issuance: _____, 2014
Date of Official Statement: _____, 2014

CUSIP Number: _____

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Secretary of the Board of Trustees (the "Board") of Charleston County School District, South Carolina (the "District"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a Resolution duly adopted by the Board at a meeting duly called and held on the 13th day of October, 2014, at which meeting a majority of the membership of the Board was present;

That as required by Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended, written public notice of the regular meetings of the Board (showing the date, time and place of the meetings) is prominently posted in the administrative office of the District, and was provided to the local news media at the beginning of calendar year 2014. The agenda for the meeting of October 13, 2014 was prominently posted in the administrative office of the District at least twenty-four hours prior to the commencement of the meeting;

That the original of the Resolution is duly entered in the permanent records of the Board, in my custody as such Secretary.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the District, this ____ day of _____, 2014.

(SEAL)

Secretary, Board of Trustees

75 Calhoun Street
Charleston, SC 29401

**Office of the Chief of Finance, Operations & Capital Programs
Board Agenda Item**

TO: Board of Trustees

FROM: Michael L. Bobby

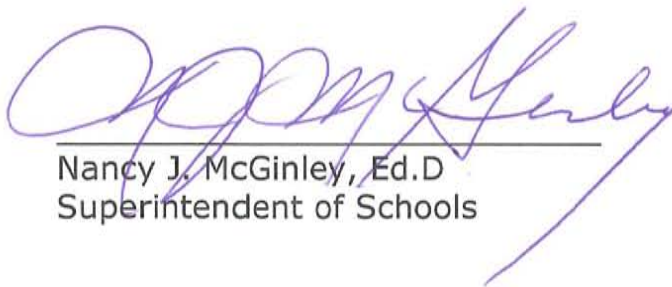
DATE: October 13, 2014

SUBJECT: 3270 Small Street/Mary Ford Easement

RECOMMENDATION: It is hereby recommended that the Charleston County School District Board of Trustees approve a temporary Encroachment Permit and Easement Agreement between Small Street and Mary Ford Elementary School

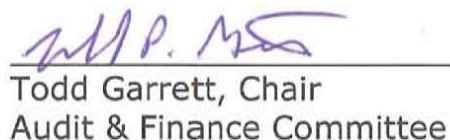
The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:


Nancy J. McGinley, Ed.D.
Superintendent of Schools


Michael L. Bobby, Chief of Finance,
Operations & Capital Programs

Jeffrey Borowy,
Deputy for Capital Programs


Todd Garrett, Chair
Audit & Finance Committee

☒ Item voted on and
recommended for Board
A&F Committee on 10-13-14

Tripp Wiles, Chair
Policy & Personnel Committee

☐ Item voted on and
recommended for Board
Policy Committee on _____

10.1N

Office of the Chief of Finance, Operations & Capital Programs
October 13, 2014

SUBJECT:

3270 Small Street/Mary Ford Easement

BACKGROUND:

In early 2013, Ms. Latarsha Giles contacted the District through Bill Lewis requesting information on the ownership of Small Street. Bill Lewis engaged the legal services of Lynn Crooks who contacted Ms. Giles' attorney for further details. It was determined that Ms. Giles inherited an interest in 3270 Small Street and there was no plat on record to provide a legal description of the lot. Ms. Giles had hired a surveyor to obtain a legal description and the surveyor discovered that a portion of Ms. Giles' house, porch, stairs and driveway were located within Small Street. Ms. Giles requested a quit claim deed from the District for the portion of Small Street on which the improvements encroached. Mrs. Crooks and Mr. Lewis made a site visit and confirmed the encroachment and the existence of a gravel driveway/road that appeared to provide access to Ms. Giles' property as well as to other properties along Small Street. Mrs. Crooks discussed this matter with Ms. Giles' attorney, Ray Smith, and also obtained and reviewed the title search performed by Mr. Smith. Ms. Giles was not at that time the sole owner of 3270 Small Street and Mr. Smith was advised that Ms. Giles would have to obtain the interests of all of the other heirs prior to the District pursuing the matter further. Mr. Smith and Mrs. Crooks discussed the possibility of quit claim deeds, the relocation by Ms. Giles of her driveway to within the existing Small Street, and other items, but Ms. Giles did not want the expense of relocating the driveway. At that point, Mrs. Crooks and Mr. Smith put the matter on hold until Ms. Giles was in possession of the deeds from all other co-owners of the property. Mrs. Crooks has been informed by Ms. Giles' new attorney, David Shymansky, (a member of the same firm as Mr. Smith) that he has in his possession the original deeds from the co-owners.

DISCUSSION:

The District will grant a temporary encroachment permit to allow the portion of the house, porch, stairs and driveway that encroaches onto Small Street, which is included in the District's property as shown on the attached plat recorded in Plat Book EF, Page 544, to remain there unless and/or until the house is damaged in excess of 50% of its then cost of replacement in which case the house and all components, including without limitation the porch, stairs and driveway, must be relocated to within Ms. Latarsha Giles' property lines.

The District will grant to Ms. Giles a temporary non-exclusive access easement from Appleton Street across the gravel drive as shown on Ms. Giles' survey, a copy of which is attached, to connect to her current driveway, until the encroachment permit is terminated as set forth in the paragraph immediately above.

The District will grant a permanent, non-exclusive easement along Small Street which will become effective upon the termination of the temporary easement and encroachment permit.

The District will have the unilateral right to record an instrument documenting the termination of the encroachment permit and the termination of the temporary easement.

The District will reserve the right to use the gravel road to access its other properties and to allow others to use the gravel road to access their properties.

Ms. Giles will acknowledge and agree that she has no other rights to any portion of the District's property known as the Mary Ford Elementary School and shown on the plat in Book EF, Page 544 attached.

RECOMMENDATION:

It is hereby recommended that the Charleston County School District Board of Trustees approve a temporary Encroachment Permit and Easement Agreement between Small Street and Mary Ford Elementary School

FUNDING SOURCE/COST:

Legal fees, recording fees but no monetary consideration

FUTURE FISCAL IMPACT:

None

DATA SOURCES:

Lynn Crooks, Esquire

PREPARED BY:

Michael Bobby

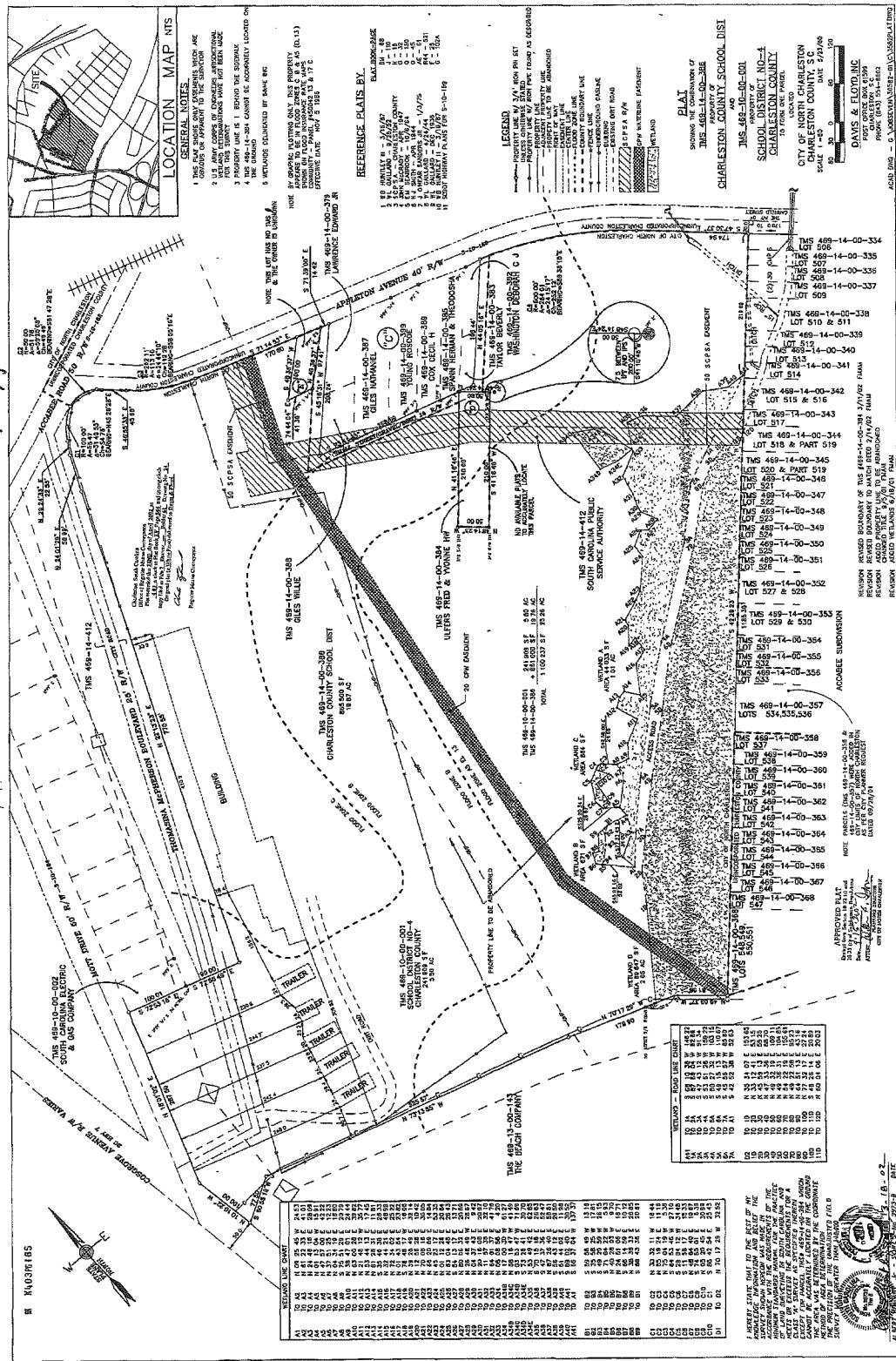
REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

N/A

EF/544



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Addendum to Audit & Finance Item 3.14 – Approval of the List of
Projects in Waves 6 & 7 (Current Sales Tax Program)

Addendum to Audit & Finance Item 3.14 – Approval of the List of
Projects in Waves 6 & 7 (Current Sales Tax Program)

75 Calhoun Street
Charleston, SC 29401
Office of Chief of Finance, Operations & Capital Programs
BOARD AGENDA ITEM

TO: Board of Trustees

FROM: Michael L. Bobby

DATE: October 13, 2014

SUBJECT: Approve the Strategic Order of Projects in the 2011-2016 Sales Tax Program – Waves 6 & 7

RECOMMENDATION: It is hereby recommended that the Charleston School District Board of Trustees approve the following order of execution for projects in the current Sales Tax Program (2011-2016) for Waves 6 & 7, in every case based upon ability to fully fund the project dependent upon actual sales collections through the end of the program.

The list is as follows and is presented in the order in which it would be executed as funding is available:

1. Pinehurst Elementary School roof, wing renovation and early childhood addition
2. Seismic Evaluation – Level One
 - (a) Seismic evaluation Mary Ford
 - (b) Seismic evaluation Northwood Middle School
 - (c) Seismic evaluation C E Williams Middle School
 - (d) Seismic evaluation West Ashley Middle SchoolNote: Possible deeper analysis based upon Level One findings
3. School Site
 - (a) Carolina Park Elementary School Site - Complete legal work necessary to fully secure Carolina Park Elementary School land, complete due diligence and preliminary work needed prior to release of an early site package
 - (b) Ingleside School Site: Complete legal and due diligence activities in preparation for early site package

4. Bus Lots

(a) District 3 - Construct new bus lot and move District 3 bus lot from Ft. Johnson Middle School site to area contiguous to James Island Elementary School

(b) Districts Four & Ten – Azalea Lot- Advance design and execution to the extent funding is available to sub-divide the Azalea bus lot into a north North Charleston lot, District 10 West Ashley lot with remaining buses from southern tier of North Charleston ultimately to be located on a District-owned property yet to be determined.

5. Advance design and athletic facility improvements to weight rooms and other related facilities.

6. Dunston Elementary School advance design

7. Garrett Academy advance design \$1 million (C.A.S. in Phase IV)

8. Stono Park Elementary School upfit \$6 million

The material is submitted for: ☒ Action ☐ Information

☒ Open ☐ Executive

Respectfully submitted:

Nancy J. McGinley, Ed.D
Superintendent of Schools

Michael L. Bobby, Chief of
Finance, Operations & Capital
Programs

Todd Garrett, Chair
Audit & Finance Committee

☐ Item voted on and
recommended for Board
A&F Committee on _____

Office of Chief of Finance, Operations & Capital Programs
October 13, 2014

SUBJECT:

Approve the Strategic Order of Projects in 2011-2016 Sales Tax Program – Waves 6 & 7

BACKGROUND:

The current Sales Tax Program (2011-2016) was divided into seven waves (1-7). At the present time, all projects are underway through the end of Wave 5. Inasmuch as actual collections continue to run significantly ahead of what was projected, we are getting much closer to the ability to completely fund the remaining projects in the program.

DISCUSSION:

At this time, it is necessary to consider sequencing the projects in Waves 6 & 7. The order of the projects is strategically based upon the requirements of each project, the impact of the completion of each project in consideration of transitions to the next program. As funds are available, these projects will be completed in the order presented.

Highest priority has been placed on the Pinehurst Elementary School project. This is a project that, following construction, will allow Pinehurst to open as a CD-5, as opposed to a grade 3-5 program. This will increase seats in that area of North Charleston, where we are experiencing significant overcrowding. Midland Park Primary, Pinehurst Intermediate and Northwoods Middle School are all at or exceeding capacity. This project will provide the additional seats and will allow the ability to rezone to create two CD-5 schools in that particular part of North Charleston. (Pinehurst and Midland Park)

Second, seismic evaluations were always a part of the next phase of life safety considerations. Although we have eliminated the most serious of all of our seismic concerns, we still have some remaining two-story reinforced buildings that may yet need some additional up-fitting in order to meet current seismic requirements. Therefore, the second priority is to conduct seismic evaluations on Mary Ford Elementary School, Northwoods Middle School, C E Williams Middle School and West Ashley Middle School. In each case, the seismic evaluations will be done in a Level 1 format to determine whether a more thorough investigation is necessary. As investigations unfold, we may need to consider alternative sources of funding to effect any other necessary work.

Third is the improvement of land and preparation for future construction. Carolina Park Elementary School in north Mt. Pleasant is one of the highest, if not the highest, needs area with respect to overcrowding. The Carolina Park land although already proffered, needs to be completely transferred to ownership by the District. This work will require some legal work and due diligence in preparation for an early site package. It will enable the District to move forward quickly on the construction of Carolina Park Elementary School when that approval is obtained. In addition, we have a North Charleston location for a future school on the Ingleside site. This land has been procured, however we need to move forward with due diligence activities in preparation again for early site packages, which enable us to consider construction and utilization of the property.

Fourth, there are significant bus lot renovations or improvements that need to be made. The first project is to design and move the District 3 bus lot from Ft. Johnson Middle School to land contiguous to James Island Elementary School. This is important for many reasons, which include the ability to support the merger of the middle schools on James Island, to improve facilities and to aesthetically protect the neighborhood from the imposition of having a bus lot on the main road, next to residential property. The second project is to improve the Azalea bus lot. It is staff's position that improving this lot on state-owned property is not in the best interest of the District. Instead, to reduce transportation times and improve service, the District has a plan to subdivide the Azalea bus lot and place buses closest to their service areas. Therefore, a portion of the buses would be moved to the north end of North Charleston, at the old Stall campus, a portion would go to the St. Andrews Middle School campus, and the remaining buses would stay in North Charleston to serve the lower half of the City of North Charleston. The permanent location of the buses in the lower part of North Charleston is yet to be determined. In the near term, the location would remain on the Azalea bus lot. However, we are seeking another alternative on property that the District would own and control.

Fifth is continuation of advance design for athletic and weight room improvements across the county. Currently, improvements are needed across the county, as well as preparation for work that will be involved in the stadium projects in the next program.

Sixth is the advance design of Dunston Elementary School. The replacement of Dunston Elementary School is in the next program. Again, this will allow us to move this project forward as quickly as possible. In order to move forward with this project, we will be conducting an architectural/engineering selection.

Note: The other projects that are not included, due to changes in requirements and plans in the next program, are as follows: (1) Seismic evaluation – advance design of the Garrett Academy of Technology. This

seismic evaluation is not required. However, we may move forward with advance design if funds are available. Otherwise, advance design will come from the next program as part of the Center for Advanced Studies for North Charleston. (2) Stono Park was listed as a project to replace the existing school. Rebuilding a school on that site is not possible and with the change in plans in the next building program to utilize C E Williams as a large elementary school, the rebuilding of Stono Park at another site will not be required. This allows us to save over \$26 million in anticipated cost to replace Stono and will ultimately allow Stono to be a part of the larger elementary school attendance area that would be housed on the C E Williams campus.

Note: We may use a small portion of these funds to upfit Stono Park to bridge 2014 out four to six years.

As a result of not having to rebuild Stono Park Elementary, and of not having to purchase the Ingleside and Carolina Park parcels (since lands were received as proffered from the developer and through the North Charleston TIF), the actual funding requirement for completing the program has been reduced by approximately \$34 million. That means that in order to complete the rest of the program, we will need funding estimated at \$470 million. Based on collections to date, we may be very close to actually attaining our collections goal, which could make it possible to complete all projects as identified.

RECOMMENDATION:

It is hereby recommended that the Charleston School District Board of Trustees approve the following order of execution for projects in the current Sales Tax Program (2011-2016) for Waves 6 & 7, in every case based upon ability to fully fund the project dependent upon actual sales collections through the end of the program.

The list is as follows and is presented in the order in which it would be executed as funding is available:

1. Pinehurst Elementary School roof, wing renovation and early childhood addition
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5. Advance design and athletic facility improvements to weight rooms and other related facilities.

6. Dunston Elementary School advance design

7. Garrett Academy advance design \$1 million (C.A.S. in Phase IV)

8. Stono Park Elementary School upfit \$6 million

FUNDING SOURCE/COST:

One Penny sales tax 2011-2016 Program

FUTURE FISCAL IMPACT:

By moving on these projects and being able to fund them now, we will be able to save on escalation of construction costs, accelerate projects such as Carolina Park, reduce operating costs by better locating buses from Azalea lot in a way to be closer to their service areas and completely fund the remaining projects in Waves 6 & 7

DATA SOURCES:

David Moore, PFM

Rick Holt, Cumming

Michael Bobby, Chief of Finance, Operations & Capital Programs

PREPARED BY:

Michael Bobby

REVIEWED BY LEGAL SERVICES

N/A

REVIEWED BY PROCUREMENT SERVICES

Yes

CAPITAL PROGRAMS 2011-2016 BUILDING PROGRAM SCORECARD

ONE CENT SALES TAX

COMPLETED ONE CENT SALES TAX			UNDER CONSTRUCTION			READY TO BID			IN OR PENDING DESIGN			PROPOSED					
	WAVE	COST	PROJECTS	WAVE	COST	PROJECTS	WAVE	COST	PROJECTS	WAVE	COST	PROJECTS	WAVE	COST	NOTES		
BUIST ACADEMY (8/13)	1	\$31.6	ST. ANDREWS MATH & SCIENCE ES (1/15)	3	\$33.1	SPRINGFIELD ES (1/16)	5	\$28.8	BURKE CTE (8/15)	4	\$5.0	SEISMIC ANALYSIS (1)	6	\$1.3	(1) Mary Ford, CE Williams, Northwoods and West Ashley MS (2) Includes legal and due diligence work		
CHARLESTON PROGRESSIVE (8/13) (12/13)	1	\$22.7	JENNIE MOORE ES (8/15)	3	\$34.4				CCSD EOC (8/15)	4	\$2.5	CAROLINA PARK (\$0-Proffer)	7	\$0.15			
MEMMINGER ES (8/13)	1	\$21.9	LAING MS (8/15)	3	\$39.1				ANGEL OAK ES (8/16)	5	\$9.3	INGELSIDE CAMPUS (\$ 0-Proffer) (2)	7	\$0.15			
JAMES SIMONS MONTESSORI (1/14)	1	\$26.9	CHICORA ES (12/15)	3	\$28.0				PINEHURST ES (12/16)	7	\$15.3	DISTRICT 3 BUS LOT	7	\$3.3			
WANDO CENTER FOR ADVANCED STUDIES (8/14)	2	\$44.7	PERFORMING ARTS (8/15)	4	\$25.0							AZALEA BUS LOT	7	\$7.5			
HARBOR VIEW ES (8/14)	2	\$24.8	MURRAY LASAINE MONTESSORI (8/15)	5	\$10.0							ATHLETIC IMPROVEMENTS	7	\$4.0			
SPRINGFIELD COMMONS (8/14)	2	\$10.3	CREATIVE ARTS ES (1/16)	5	\$29.3							ADVANCED DESIGN DUNSTON ES	7	\$1.0			
												GARRETT ACADEMY ADVANCE DESIGN	6	\$1.0			
												STONO PARK REPAIRS	6	\$6.0			
		\$182.9			\$198.9			\$28.8			\$32.1			\$24.4	\$467.1		

SALES TAX REVENUE PROJECTION = \$460M (AS OF AUG. 2014)
PROJECTS ON SCHEDULE AND WITHIN BUDGET

Charleston > excellence is our standard
County SCHOOL DISTRICT

75 Calhoun Street
Charleston, SC 29401

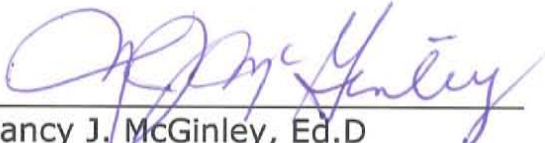
**OFFICE OF GENERAL COUNSEL
BOARD AGENDA ITEM**

TO: Board of Trustees
FROM: John F. Emerson, General Counsel
DATE: October 13, 2014
SUBJECT: Revision to policy JFABC

RECOMMENDATION: None

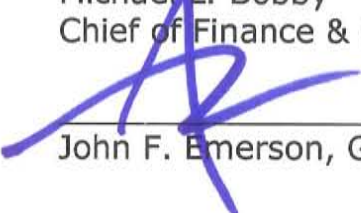
The material is submitted for: ☒ Action ☐ Information
☒ Open ☐ Executive

Respectfully submitted:


Nancy J. McGinley, Ed.D
Superintendent of Schools

NA

Michael L. Bobby
Chief of Finance & Operations



John F. Emerson, General Counsel

NA

Todd Garrett, Chair
Audit & Finance Committee

☐ Item voted on and
recommended for Board
A&F Committee on _____

E. Tripp Wiles, Esq., Chair
Policy Committee

☒ Item voted on and
recommended for Board
Policy Committee on 9/10/14

OFFICE OF GENERAL COUNSEL
October 13, 2014

SUBJECT: Revision of policy JFABC (Voluntary Student Transfers) to require families seeking a transfer to meet with an administrator of the school for which the student is actually zoned.

BACKGROUND: It is perceived by members of the Policy and Personnel Committee that many families seek for their children a transfer out of their neighborhood school based on assumptions and misinformation about the school for which the student is actually zoned. The Committee voted to approve a change in policy that would at least require families to meet with an administrator and see the school from which transfer is sought. At the same time, the revision divests of the sending constituent district board the authority to deny the transfer out.

DISCUSSION: Members of the Policy and Personnel Committee expressed the belief that families should at least become somewhat familiar with their neighborhood school before seeking a transfer to another school. It is perceived that many families seek a transfer from a high quality school only because they have not actually investigated the school or its staff and administration and may be basing a decision on assumptions, rumor or other incorrect information about the quality of the school and/or the facility. The Committee has adopted a revision of policy JFABC that would require families to at least visit the neighborhood school and talk to an administrator before making the decision to pursue transfer. The revision contemplates that many families will chose to keep their children in their neighborhood schools when they realize the quality of the relevant school. The revision of policy JFABC also takes away from the sending constituent district board the authority to deny students a transfer out of the constituent district.

RECOMMENDATION: Staff takes no position on the proposed revision except to note that, while supporters of school choice may view this as an obstacle to choice, it does, in the case of transfers between constituent districts, remove the right of the sending constituent district to prohibit the transfer. That action would leave to the receiving constituent district the decision whether to allow the transfer into their schools.

FUNDING SOURCE/COST: N/A

FUTURE FISCAL IMPACT: N/A

DATA SOURCES: Office of General Counsel

PREPARED BY: John F. Emerson

REVIEWED BY LEGAL SERVICES: Yes

REVIEWED BY PROCUREMENT SERVICES: N/A

STUDENT TRANSFERS

Code **JFABC** Issued **1/14**

Purpose: To establish criteria for student transfers within Charleston County School District.

Students are entitled to attend school in the school zone applicable to their residence, as established by the constituent school boards; however, when parents/legal guardians desire for their children to attend a different school than the one to which they are assigned, they may request a transfer to any other Charleston County school in which space is available.

Note: Space availability is calculated by comparing projected enrollment of the school to the district's annual assessment of the school's capacity.

If a situation arises in which a school has reached capacity, the district will use an enrollment lottery to create a waiting list from which seat(s) will be offered as they become available.

Parents/legal guardian must schedule an interview with the principal or designated representative of the school to which the student is/would be assigned prior to submitting a transfer request.

Deadlines

All transfer requests for the following school year must be submitted to the receiving constituent boards no later than the last working day of March. Transfer requests received after the deadline, if approved, will result in the student's name being added to the end of the list in the order in which it is received if such waiting list exists; otherwise, they will be granted the right to enroll.

Valid, non-discriminatory reasons to transfer include, but are not limited to, the following.

- to attend a career and technology program in another school or constituent district
- to attend a school that offers programs not offered at the home school
- documented health reasons
- for a hardship, such as to attend a school
 - closer to where a parent/legal guardian works
 - with one or more siblings
 - to better accommodate before or after school care needs (e.g., extended work hours or work related to travel that necessitates before or after school care of the child)
 - the child previously attended
 - in instances where the parents/legal guardians are planning to move to another district during the school year, so as to allow the student to attend that school from the beginning of the year
- for reasons that advise removing a student from the influence or presence of other students

This policy does not pertain to magnet, partial magnet, or charter schools.

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