

CCSD BOARD OF TRUSTEES AGENDA



October 27, 2014 75 Calhoun St., Charleston, SC 29401 **Academic**

1.		EXECUTIVE SESSION								
		4:30 p.m.								
	1.1:	Student Transfer Requests	Action							
		The Board will discuss student transfer requests.								
	1.2:	Head Start Director - Appointment - Mrs. Ruth Taylor, Assistant	Action							
		Associate Superintendent/Head Start Executive Director								
	1.3:	The Board will discuss the appointment of the Head Start Director. Personnel Matter	Action							
	1.3:	The Board will discuss a personnel matter.	ACTION							
	1.4:	Legal Update – Mr. John Emerson, General Counsel	Information							
		The Board will receive a legal update from General Counsel.								
		OPEN SESSION								
	1	5:15 p.m.								
II.		O ORDER, INVOCATION/MOMENT OF SILENCE, & PLEDGE of ALLEGIANCE								
III.		ION OF AGENDA	Action							
IV.		AL RECOGNITIONS (15 minutes) – Mrs. Erica Taylor, Executive Director of yy & Communications	Recognitions							
	A. SCSI	BA Recognition – Dr. Paul Khrone								
V.	SUPER	INTENDENT'S REPORT – Dr. Nancy J. McGinley, Superintendent of Schools								
VI.	VISITO	PRS, PUBLIC COMMUNICATIONS								
VII.	APPRO	VAL OF MINUTES/EXECUTIVE SESSION AGENDA ITEMS								
	7.1:	Open Session Minutes of October 13, 2014	Action							
	The Board will vote on the open session minutes of October 13, 2014.									
	7.2:	Executive Session Action Items of October 27, 2014	Action							
		The Board will vote on executive session action items of October 27, 2014.								
	7.3:	Financial Minutes of October 13, 2014	Action							
		The Board will vote on the financial minutes of October 13, 2014.								
VIII.	CAE UP	PDATE								
	8.1: Annual Literacy Report – Mrs. Elizabeth Ridenbach, Director, Instructional									
		Support - Literacy Based Learning	Presentation							
		The Annual Literacy Report will be presented to the Board.								
	8.2:	Murray LaSaine Pilot Results	Presentation							
		Staff will provide pilot results for Murray LaSaine ES.								
IX.	MANAC	GEMENT REPORT(S)								
Χ.	соммі	ITTEE REPORT(S)								
	10.1:	Audit & Finance Committee – Mr. Todd Garrett								
		A. Audit & Finance Committee Update	Information							
		The Committee will provide information and receive input from Board members on								
		the following:								
		-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?								
	10.2:	Policy & Personnel Committee – Mr. Tripp Wiles								
		A. Policy Committee Update	Information							
		The Committee will provide information and receive input from Board members on								

		the following: -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? B. New policy GCA/GDA Professional and Classified Staff Positions	Action
		The Board will vote on a recommendation to merge two policies into one.	7.00.01.
		C. Rescind Policy GCKB Hiring of Principals and Assistant Principals	Action
		The Board will vote on a recommendation to rescind Policy GCKB.	
		D. Revision of Policy GCF - Professional Staff Hiring	Action
		The Board will vote on a recommendation to approve the revision of Policy GCF.	
		E. Health Advisory Committee Bylaws	Action
		The Board will vote to adopt the HAC Bylaws.	
	10.3:	Strategic Education Committee – Mr. Michael Miller	
		A. Strategic Education Committee Update The Committee will provide information and receive input from Board members on the following: -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?	Information
		B. Daniel Jenkins Expansion	Information
		The Board will discuss Daniel Jenkins Academy. C. Murray LaSaine Elementary	Action
		The Board will vote on the district's recommendation to continue the dual track.	ACTION
		D. School Report Card Data The Board will receive school report card data information.	Information
XI.	POTENT	TIAL CONSENT AGENDA ITEMS	
	11.1:	A. APUSH Resolution - (Ducker, Collins, Miller and Moffly) The Board will vote on a recommendation from four board members (Ducker, Collins, Miller and Moffly) to approve the APUSH Resolution.	Action
		B. Request to Revise Act 340 by Charleston Legislative Delegation – Ascue, Collins, Ducker and Moffly The Board will vote on a recommendation to direct General Counsel to compose a letter to the Charleston Legislative Delegation to revise Act 340.	Action
		C. Reconsideration of October 13, 2014 agenda item 10:1 M – Ascue, Collins, Ducker and Moffly The Board will revisit agenda item 10.1M – 8% Bond Resolution that was approved by the Board on October 13, 2014.	Information
XII.	NEW BU	JSINESS	



75 Calhoun Street Charleston, SC 29401

OFFICE OF GENERAL COUNSEL BOARD AGENDA ITEM

10:	Board of Trustees		
FROM:	John F. Emerson, Gen	eral Counse	I
DATE:	October 27, 2014		
SUBJECT:	New policy merging (GCA/GDA	
RECOMME	ENDATION:		
The materi	al is submitted for:		☐ Information☐ Executive
Respectfull	y submitted:		
		<u>N</u>	Α
•	•		nael L. Bobby
Superinten	ATE: October 27, 2014 JBJECT: New policy merging ECOMMENDATION: The material is submitted for: Espectfully submitted: Energy J. McGinley, Ed.D Especification of Schools A Street Borowy, Deputy for Capitograms A Street Borowy, Deputy for Capitograms		ef of Finance, Operations & ital Programs
N/A			
Jeffrey Bor Programs	owy, Deputy for Capita	l Johr	n F. Emerson, General Counsel
<u>NA</u>			Item voted on and
	•		ommended for Board
Audit & Fin	ance Committee	A&F	Committee on
		\bowtie	Item voted on and
E. Tripp Wi	iles, Esq., Chair		mmended for Board
Policy and	Personnel Committee	Poli	cy and Personnel Committee

OFFICE OF GENERAL COUNSEL October 27, 2014

SUBJECT:

New policy GCA/GDA "Professional and Classified Staff Positions

BACKGROUND:

Currently CCSD policy includes two policies, GCA "Professional Staff Positions" and GDA "Classified Staff Positions." They are identical. The Policy and Personnel Committee has approved a revision combining these two and making some other slight changes.

DISCUSSION:

The policy revision proposed by the Policy and Personnel Committee (the "Committee") merges GCA and GDA together to create one policy that addresses the creation of job positions. The revision also specifically states that the superintendent will require board approval for any new position at the level of executive director and above. The revision requires the administration to report to the board a list of new positions on a quarterly basis. Finally, it revises the last paragraph to indicate that the hiring manager will be involved in the creation of the job description.

RECOMMENDATION:

The Policy and Personnel Committee recommends that the board approve this revision merging GCA and GDA into one policy.

FUNDING SOURCE/COST:

N/A

FUTURE FISCAL IMPACT:

N/A

DATA SOURCES:

Office of General Counsel

PREPARED BY:

Office of General Counsel

REVIEWED BY LEGAL SERVICES

Yes

REVIEWED BY PROCUREMENT SERVICES

N/A



75 Calhoun Street Charleston, SC 29401

OFFICE OF GENERAL COUNSEL BOARD AGENDA ITEM

TO:	Board of Trustees										
FROM:	John F. Emerson, Gen	eral Co	unse	·l							
DATE:	October 27, 2014	October 27, 2014									
SUBJECT:	Rescind Policy GCKB 'Principals"	"Hiring	of Pr	rincipals and Assistant							
RECOMME	NDATION:										
The materi	al is submitted for:	Act Op		☐ Information☐ Executive							
Respectfull	y submitted:										
•	cGinley, Ed.D dent of Schools		Mich Chie	A nael L. Bobby ef of Finance, Operations & ital Programs							
N/A Jeffrey Bor Programs	owy, Deputy for Capita	I	 Johr	n F. Emerson, General Counsel							
NA Todd Garre Audit & Fin	ett, Chair ance Committee		reco	Item voted on and ommended for Board Committee on							
• •	les, Esq., Chair Personnel Committee	_	Item voted on and recommended for Board Policy and Personnel Commit								

OFFICE OF GENERAL COUNSEL October 27, 2014

SUBJECT:

Recommendation to rescind policy GCKB "Hiring of Principals and Assistant Principals

BACKGROUND:

GCKB "Hiring of Principals and Assistant Principals" reflects a process for hiring principals and assistant principals that includes a role for the constituent district boards, which is no longer the law. Further, it restates and sometimes conflicts with other policy.

DISCUSSION:

Given that policy GCKB reflects powers no longer assigned to the constituent district boards and is also in conflict with other policies, staff recommended and the Policy and Personnel Committee approved rescinding the policy.

RECOMMENDATION:

Approve the recommendation to rescind GCKB.

FUNDING SOURCE/COST:

N/A

FUTURE FISCAL IMPACT:

N/A

DATA SOURCES:

Office of General Counsel

PREPARED BY:

Office of General Counsel

REVIEWED BY LEGAL SERVICES

Yes

REVIEWED BY PROCUREMENT SERVICES

N/A



75 Calhoun Street Charleston, SC 29401

OFFICE OF GENERAL COUNSEL BOARD AGENDA ITEM

TO:	Board of Trustees		
FROM:	John F. Emerson, Gene	eral Counse	I
DATE:	October 27, 2014		
SUBJECT:	Revision of Policy GCF	"Profession	nal Staff Hiring"
RECOMME	ENDATION: Approve co GCF "Professiona		ecommendation to revise Policy
The mater	ial is submitted for:	✓ Action✓ Open	☐ Information ☐ Executive
Respectful	ly submitted:		
•	IcGinley, Ed.D ndent of Schools	Mich Chie	A nael L. Bobby ef of Finance, Operations & ital Programs
N/A Jeffrey Bor Programs	rowy, Deputy for Capital	Johr	n F. Emerson, General Counsel
NA Todd Garre Audit & Fir	ett, Chair nance Committee	recc	Item voted on and ommended for Board Committee on
	iles, Esq., Chair Personnel Committee	recc	Item voted on and ommended for Board cy and Personnel Committee

OFFICE OF GENERAL COUNSEL October 27, 2014

SUBJECT:

Recommendation to approve recommendation to revise Policy GCF "Professional Staff Hiring."

BACKGROUND:

The current version of Policy GCF "Professional Staff Hiring" erroneously indicates that the constituent district boards have authority over hiring at the school level. It indicates that the county board will approve every new hire at the school level. The policy makes reference to a criminal records check with the State Law Enforcement Division when CCSD uses a broader review. It uses antiquated language regarding proof required of aliens of eligibility for hire in the U.S.

DISCUSSION:

The revision removes reference to the constituent district board. It reduces the obligation of the board to approve every single hire in the schools and, instead, provides a monthly report to the board of hires over the prior 30 days. Finally, the revision updates the screening process for aliens seeking employment.

RECOMMENDATION:

Approve the recommendation to revise GCF.

FUNDING SOURCE/COST:

N/A

FUTURE FISCAL IMPACT:

N/A

DATA SOURCES:

Office of General Counsel

PREPARED BY:

Office of General Counsel

REVIEWED BY LEGAL SERVICES

Yes

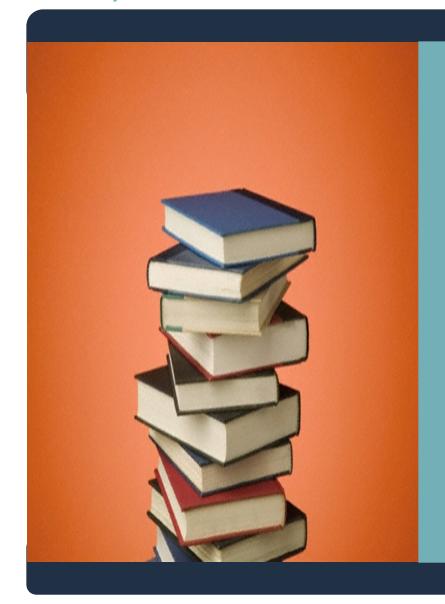
REVIEWED BY PROCUREMENT SERVICES

N/A

Daniel Jenkins Academy - Collins, Ascue, Miller and Ducker

Per the request of the four board members listed above, staff is asked to respond to the following:

- 1. Identify mission and purpose of Jenkins Academy.
- 2. Is Jenkins Academy fulfilling its mission?
- 3. Review of academic performance data.
- 4. Establish timeline for students to attend Jenkins.
- 5. Establish grade configuration.
- 6. Review current exit requirements and amend for successful and smooth transition back into home school.
- 7. Establish a well diverse staff capable of working with and relating to students.



Daniel Jenkins Creative Learning Center 2010-2014

Dr. James Winbush, Assoc. Supt. Jennifer Coker, Principal October 15, 2014

Mission of DJCLC

...is to provide individualized opportunities and alternatives for middle grade students in a non-traditional setting. Each student will develop academic and social skills to reach his/her fullest potential with a comprehensive support system of committed and highly qualified educators.

DJCLC opened in August of 2010



Vision of DJCLC

DJCLC is a place where every child has *HOPE*.

Have respect

Observe safety

Practice responsibility

Engage, Enrich, Excel!



Student Placements - DJCLC

- 1. Orientation is held Every Friday
- 2. Middle School students on IAES (SPED)
- 3. Dept. Juvenile Justice (DJJ) Placements
 - coordinated with Mr. Pinckney
- 4. Constituent Board Hearings
 - In lieu of expulsion
- 5. OSP Hearing Officers
 - Hearings on Level 3 offenses
 - Direct Placements from Alternative programs outside CCSD
 - Direct Placements from expulsions outside of CCSD





Class Size

ELA: 12:1 Reading Intervention: 5:1

Math: 12:1 Math Intervention: 8:1

Science: 12:1 PE: 12:1

Social Studies: 12:1 Other Connections: 10:1

Guidance Groups: 6:1 Advisory / WIN: 6:1

PBIS School

Positive Behavior Intervention Support is a collaborative (team-based),

educative, proactive, and functional process to developing effective interventions for problem behavior.

PBIS is not a committee, but a "Leadership Team". PBIS is about changing behaviors of **adults** and the students respond based on the consistency of **adults**.



Level System for Management @ DJCLC

- Level system with 5 levels.
 - Level 1 = most restrictive
 - Level 5 = preparation to return to home school
- Point system used daily in classrooms:

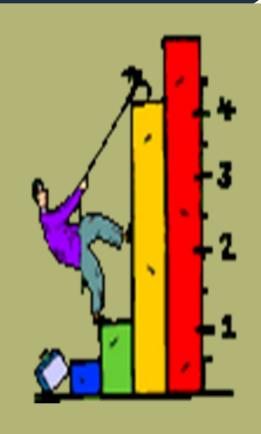
Level 1: > 75 points earned

Level 2 > 80 points earned

Level 3: > 85 points earned

Level 4: > 90 points earned

Level 5: > 95 points earned

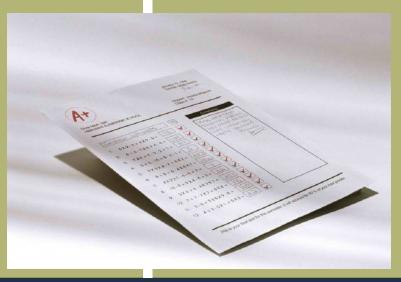


Level up meetings @ DJCLC

- Weekly meeting
 - Teams pull student data and review
- Rubric Utilized to determine level movement



- Rubric measures:
 - Grades
 - Attendance
 - o Points
 - Referrals/HOPE/Re-focus
 - Social Skills
 - Projects



Weekly Level – up sheets

Name:					Level:			How	neroom:		
					Let ye.).			1100	ieroura		_
Review			ew Week	#2;				Mee	eting Date:	-	
	ITEN	NS TO CO	MPLETE		M	-					
	: Passing	CORE					Math	Science	SS	ELA	
	e Grade er class			-	aa						
		Connecti	ons and Fl		uu		Conn	Conn	FLEX	FLEX	
Pass/Fa							CAMICI	COIIII	FLEX	TECA	
	ts per cla			1	00						
	teading Li		atrior				1	2	3	4	
20 pts		missing c	in ites	8	10		*	_ ^	3	4	
	oints an C	ard per i	day:						100	200	
70 pts				3	50		H)		. 40	135	
	ntial Soci		5)		349				on applyin		
See ch	rt below	for detai	ls	6	iO		1 2 3		7891		
Total P	nints						1556 pr	Level 2 = 80% or	Eevel 3 = 85% or	Level 4 = 90% or	55% or
Total I	antes.			79	90		OZ pts	632 pts	671 pts	711 pts	
Dointe	and Per	emekama :	for Week	. 111							
romes	anu reic	centage	tor week	17.1							
Points	and Pero	entage	for Week	#2							
	4 114 144			0.4%	-	-	wall 1 =	Level 2 =	Lavel3 =	Level 4 =	Lovei 5 =
					4.0						
							9% or	80% or	85% or	90% or	95% or
T-1-1							92 pts	632 pts	671 pts	90% or 711 pts	95% or 750 pts
Total I	ossible f	or Level	Up Cycle		0						
Total I	ossible f		M 151	158			92 pts	632 pts	671 pts	711 pts	
Total I	ossible f		M 151	158			92 pts	632 pts		711 pts	
		4.1	****Sec	158 e page			92 pts	632 pts	671 pts	711 pts	
		4.1	****Sec	158 e page	#2 for	Final L	evel-l	632 pts Jp decis	671 pts	711 pts	250,013
		4.1	****Sec	158 e page	#2 for	Final L	evel-l	632 pts Jp decis	671 pts	711 pts	250,013
		4.1	****Sec	158 e page	#2 for	Final L	evel-l	632 pts Jp decis	671 pts	711 pts	250,013
		4.1	****Sec	158 e page	#2 for	Final L	evel-l	632 pts Jp decis	671 pts	711 pts	250,013
		4.1	****Sec	158		Final L	92 pts	632 pts	671 pts	711 pts	250,013
#	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
X Indicates Student Needs to Practice		4.1	****Sec	158 e page	#2 for	Final L	evel-l	632 pts Jp decis	671 pts	Responding to	250,013
X Indicates Student Needs to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
White X Indicates Student Needs to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
X Indicates Student Needs to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
White X Indicates Student Needs to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
N Indicates Student N Meeds to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
X Indicates Student Sc Sc St Needs to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
X Indicates Student Sc Sc St Needs to Practice	Following Instructions 1st Time	Getting Teachers Attention	Accepting "No" for **	Accepting Feedback	Disagreeing Appropriately	Making Requests Appropriately	Making Sound Bedislons	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
X Indicates Student Sc Sc St Needs to Practice	Following Instructions 1st Time	Cetting Teachers Attention	Accepting "No" for an Answer	Page page Peedback	Disagneeing P Appropriately 2	9 Making Requests Appropriately	Making Sound Deckions	Resisting Peer Pressure	ion**** Supepose	Responding to	Desiring With an Accusation Knowing When How to Apologize
ELA Wath Sc Suc St Needs to Practice	Following Instructions 1st Time	Cetting Teachers Attention	Accepting "No" for	Page page Peedback	#2 for Disagneridade Superidade Superid	Misking Requests Appropriately	evel-L Waking Sound Decklors 7	Resisting Peer Pressure	Negotiating	Responding to	Desiring With an Accusation Knowing When How to Apologize
X Indicates Student Sc Sc St Needs to Practice	Following Instructions 1st Time	Cetting Teachers Attention	Accepting "No" for	Page page Peedback	#2 for Magneticip Sarticip Co	9 Making Requests Appropriately	evel-t sunispag	Resisting Peer Pressure	ion**** Supepose	Responding to	Desiring With an Accusation Knowing When How to Apologize
ELA Math Sc Soc St Flex FLA	Following Instructions 1st Time	Cetting Teachers Attention	Accepting "No" for	Page page Peedback	#2 for Magneticip Sarticip Co	Final I Waking Reducests Appropriately Appropriately	evel-t sunispag	Resisting Peer Pressure	ion**** Supepose	Responding to	Desiring With an Accusation Knowing When How to Apologize

Name:		Week of										
		DJCLC Weekly Home	Note									
Day	Homework	Signatures/Notes	Pts. Earned									
Mon		:	Friday	Monday								
	!	:										
	:	!	Pairent/Grundi	jan Signature & Notes:								
	'	!		-								
	:											
Date												
		į										
Tues		—·· - į	1									
	:			;								
	i	İ		ian Signature & Notes:								
	!		Tallelloratelloa	: signansre ee kines:								
	İ											
Date												
				:								
****1-				!								
Weds				İ								
			PaperontyCampron	inn Signalure & Notes:								
				į								
	1			ļ								
Date	i			i								
				į								
Thurs	 	· · 	· - · ··	:								
• • • • • • • • • • • • • • • • • • • •												
			Psicent/Courds	inn Signature & Notes:								
				į								
				į								
Date		Affached:										
		Minor Referrals: Y N										
		Level-up; Y N										

Daily Communication with parents

Charleston > excellence is our standard County SCHOOL DISTRICT

Course Offerings

- ELA
- Math
- Science
- Social Studies
- Drama
- Study Island
- PE
- Edgenuity (HS Credit)
- Community Service

- Soar to Success (M-F)
- Voyager Reading (M-W-F)
- Voyager Math (2-3 days)
- Creative Writing (T-TH)
- First in Math (2-3 days)
- Advisory (M / F)
- What I Need WIN (T/W/TH)

Social Skill Instruction

- Overcoming Obstacles 2x a week
- Conflict Resolution 3x week
- Skills Streaming 3x a week
- Anti-Bullying class 2x a week
- Girl's Group 2x a week
- Sexual Harassment Groups 2x a week
- Anger Management 3x a week
- 12 Essential Skills 2x a week





Partnerships for Treatment Groups

- Grief Counseling
 - Hospice of Charleston
 - groups rotate every 6 weeks
 - 1 hour, 1 time a week
- Alcohol and Drug Counseling
 - Charleston Center
 - groups rotate every 6 weeks
 - 1 hour, 1 time a week
- Mental Health Counseling
 - 2 full time DMH counselorsDr. monthly
 - individual and family services



Other Services

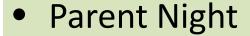
- Community Service
 - 2 or 3 days a week
- Social Worker
- Attend LCC and DJJ staffing
- Bully Project
 - all students participate
 - Pre-lessons, movie, post lesson
- Health Clinic
 - on campus 1 day a month
 - Students
 - Faculty











- Dining with the Stars: Academic Banquet
- Promotion Ceremony
- Awards Ceremony
- Clubs





2010-2014 DJCLC Enrollment

2010 –	2011 -	2012 -	2013 -	Total
2011	2012	2013	2014	students
179	191	198	222	790

Average Days Enrolled

2012 – 2013	2013 – 2014	Average Across both Years
99.9 days	84.3 days	114.1 days

2010-2011 DJCLC Enrollment by School and Grade Level

			SPED		
Home	N Students	6	7	8	
Buist Academy	0	0	0	0	0
Baptist Hill Middle/High	3	0	2	1	1
Burke Middle & High	4	0	0	4	0
C E Williams Middle	8	0	4	4	0
Cario Middle	4	0	2	2	0
Ft. Johnson Middle	7	0	2	5	0
Haut Gap Middle	9	1	7	1	2
James Island Middle	16	0	5	11	3
Laing Middle	9	3	4	2	0
Lincoln Middle-High	0	0	0	0	0
Military Magnet Academy	1	0	0	1	0
Morningside ARMS Boys' Academy	24	1	11	12	3
Morningside EXCEL Girls' Academy	15	1	7	7	0
Moultrie Middle	3	0	1	2	0
Northwoods Middle	30	2	17	11	4
Sanders-Clyde Elementary/Middle	4	0	2	2	1
School of the Arts	0	0	0	0	0
Sixth Grade Academy at McNair	3	3	0	0	3
St. Andrew's Middle	11	1	5	5	2
West Ashley Middle	20	2	2	16	5
Zucker Middle	7	1	2	4	0
Burke / SGA	1	1	0	0	0
Laing / SGA	1	1	0	0	0
Jane Simmons Elementary	1	1	0	0	0
Totals 2010-2011	181	18	73	90	24

2011-2012 DJCLC Enrollment by School

School	Total	6	Grade 7	8	OSP	Direct Pl	Panel	Other	Return from 10-11	Male	Female	Black	White	Hisp	Other
Baptist Hill Middle/High	1	0	0	1	0	0	0	0	1	0	1	1	0	0	0
Burke Middle & High	9	0	3	6	4	1	0	0	4	4	5	9	0	0	0
C E Williams Middle	6	1	0	5	4	1	0	0	4	2	4	4	1	0	1
Cario Middle	9	2	1	6	8	0	0	0	1	7	1	6	2	1	0
Ft. Johnson Middle	8	0	2	6	4	0	2	0	2	5	3	6	2	0	0
Haut Gap Middle	12	2	5	5	6	0	0	0	6	9	3	8	1	3	0
James Island Middle	7	0	2	5	3	0	1	0	3	4	3	7	0	0	0
Laing Middle	10	1	5	4	5	2	0	0	3	10	0	6	4	0	0
Harbor View	1	1	0	0	1	0	0	0	0	1	0	1	0	0	0
Military Magnet Academy	4	0	3	1	2	0	2	0	0	3	1	4	0	0	0
ARMS	24	5	5	14	8	1	0	3	12	24	0	23	0	1	0
EXCEL	19	7	5	7	1	3	0	9	6	0	19	17	1	0	1
Moultrie Middle	5	2	0	3	5	0	0	0	0	4	1	4	1	0	0
Northwoods Middle	41	4	14	23	18	0	0	0	23	27	14	39	0	0	2
Sanders-Clyde	6	1	3	2	3	0	1	0	2	2	4	5	0	0	1
St. Andrew's Middle	4	0	1	3	0	1	0	0	3	2	2	3	1	0	0
West Ashley Middle	10	0	4	6	5	0	0	0	5	8	2	10	0	0	0
Zucker Middle	12	1	7	4	5	1	3	0	3	6	6	12	0	0	0
EB Ellington	1	1	0	0	1	0	0	0	0	1	0	1	0	0	0
Mitchell	3	3	0	0	1	0	2	0	0	2	1	3	0	0	0

2012-2013 DJCLC Enrollment by School

School	Total	6	Grade						Return						
		6	7	8	OSP	Direct Pl	DJJ	IAES	from 11-12	Male	Female	Black	White	Hisp	Other
Baptist Hill Middle/High	4	0	2	2	3	0	0	0	1	2	2	3	0	1	0
Burke Middle & High	5	1	3	1	1	0	0	0	4	3	2	5	0	0	0
C E Williams Middle	18	4	10	4	15	0	0	0	3	12	6	12	6	0	0
Cario Middle	1	0	0	1	1	0	0	0	0	0	1	1	0	0	0
Ft. Johnson Middle	5	0	1	4	5	3	0	0	2	4	1	4	1	0	0
Haut Gap Middle	7	0	4	3	4	0	1	0	2	6	1	6	0	1	0
James Island Middle	7	0	1	6	5	1	0	0	1	5	2	4	3	0	0
Laing Middle	6	1	2	3	3	1	0	0	2	6	0	5	1	0	0
St James Santee	1	1	0	0	1	0	0	0	0	1	0	1	0	0	0
Military Magnet Academy	5	0	2	3	2	1	1	0	1	4	1	5	0	0	0
ARMS	40	10	13	17	19	2	2	2	15	40	0	40	0	0	0
EXCEL	15	2	7	6	5	0	0	0	10	0	15	14	0	0	1
Moultrie Middle	9	1	2	6	8	0	0	0	1	8	1	7	2	0	0
Northwoods Middle	42	8	18	16	21	3	0	1	17	24	18	40	0	1	1
Sanders-Clyde	6	3	2	1	4	0	0	0	2	3	3	6	0	0	0
St. Andrew's Middle	4	0	3	1	2	0	0	0	2	2	2	4	0	0	0
West Ashley Middle	8	0	5	3	4	0	0	0	4	6	2	8	0	0	0
Zucker Middle	14	0	4	10	3	2	0	0	9	8	6	14	0	0	0
Jane Simmons Elem	1	1	0	0	1	0	0	0	0	1	0	1	0	0	0

Enrollment by Constituent District

Const. District	10-11	%	11 - 12	%	12-13	%	13-14*	%
D1	0	0%	2	1.2%	1	.08%	3	1.4%
D2	17	9.4%	25	15.4%	16	8.0%	15	6.8%
D3	23	12.7%	13	8.0%	12	6.0%	20	9.0%
D4	80	44.2%	76	47%	116	58.6%	117	52.7%
D9	9	5.0%	9	5.6%	7	3.5%	11	5.0%
D10	39	21.5%	21	13.0%	30	15.1%	32	14.4%
D20	10	5.5%	14	8.6%	12	6.0%	19	8.5%
D23	3	1.7%	2	1.2%	4	2.0%	5	2.2%



Enrollment by Gender

	10-11		11-12		12-13		13-14	
Male	123	68%	103	63.8%	135	68.1%	161	72.5%
Female	58	32%	59	36.2%	63	31.9%	61	27.5%
Total	181		162		198		222	



Enrollment by Ethnicity

Ethnicity	10-11	%	11-12	%	12-13	%	13-14	%
Black	150	82.9 %	146	90.2 %	180	90.9%	194	87.3%
White	20	11.0 %	9	5.5 %	13	6.6%	17	7.7%
Other	7	3.9 %	3	1.8 %	2	1.0%	5	2.3%
Hispanic	4	2.2 %	4	2.4 %	3	1.5%	4	1.8 %
Total	181		162		198		222	

2013-2014 Learning Community Data

Total 4 th – 8 th	ELC	CPN	IZLC	MSLC	SLC
222	4	9	52	100	57

2013-2014 DJCLC Enrollment: Elementary Schools

Home Cohool	Total		Grade		Gender		Ethnicity				Disabled	
Home School	Students	4	5	6	M	F	Black	White	Hisp	Other	SPED	504
Angel Oak Elem.	1	1	0	0	1	0	0	1	0	0	0	0
Blaney Elem.	1	1	0	0	1	0	1	0	0	0	0	0
Chicora Elem.	2	0	2	0	2	0	2	0	0	0	0	1
James Simmons Elem.	1	0	0	1	0	1	1	0	0	0	0	0
Ladson Elem.	1	1	0	0	1	0	1	0	0	0	0	0
Memminger Elem.	1	0	0	1	0	1	1	0	0	0	0	0
Mary Ford Elem.	1	0	1	0	1	0	1	0	0	0	0	1
Minnie Hughes Elem.	1	0	0	1	1	0	1	0	0	0	0	0
North Charleston Elem.	3	2	1	0	3	0	3	0	0	0	1	0
Sanders Clyde Elem.	1	1	0	0	1	0	1	0	0	0	0	0
Stiles Point Elem.	1	0	1	0	1	0	0	1	0	0	0	0
Stono Park Elem.	1	1	0	0	1	0	1	0	0	0	0	0
Total Elementary	15	7	5	3	13	0	13	2	0	0	1	2

2013-2014 DJCLC Enrollment: Middle Schools

Home	Total	Grade			Gender		Ethnicity				Disabled	
Tionic	students	6	7	8	M	F	Black	White	Hisp	Other	SPED	504
ARMS – Morningside Middle	31	8	13	10	31	0	30	0	1	0	3	6
Baptist Hill Middle/High	3	0	1	2	2	1	3	0	0	0	0	0
Burke Middle/High	12	0	5	7	6	6	11	0	0	1	0	1
CE Williams Middle	8	1	4	3	5	3	7	1	0	0	0	1
Cario Middle	2	0	1	1	1	1	2	0	0	0	0	0
EXCEL – Morningside Middle	9	2	1	6	0	9	9	0	0	0	0	0
Fort Johnson Middle	7	1	2	4	5	2	6	1	0	0	0	1
Haut Gap Middle	10	1	6	3	8	2	9	0	1	0	0	5
James Island Middle	12	1	4	7	7	5	8	4	0	0	2	2
Jerry Zucker Middle	11	1	2	8	7	4	10	0	0	1	4	1
Lincoln Middle / High	3	1	1	1	3	0	2	1	0	0	0	0
Laing Middle	6	1	2	3	5	1	5	0	0	1	0	1
Military Magnet Middle / High	4	0	2	2	4	0	3	0	1	0	0	1
Moultrie Middle	7	0	2	5	7	0	4	3	0	0	0	3
Northwoods Middle	55	9	19	27	41	14	49	3	1	2	7	5
St Andrews Middle	11	0	2	9	6	5	8	3	0	0	2	2
Sanders Clyde Middle	4	1	2	1	2	2	4	0	0	0	1	0
West Ashley Middle	12	3	2	7	8	4	11	1	0	0	1	1
Total Middle Schools	207	30	71	106	148	59	181	17	4	5	20	30

2013-2014 Student information

Grade level	# of students served	Transfer to CCSD School	Expelled	W/D to DJJ Facility	Transfer out of County
8 th	106	56 2 - LHA 11 - HS 10 - Rest in 13/14 33 - HS for 14/15	15	7	6
7 th	71	20 8 – Rest in 13/14 12 for 14/15	14 (2 LTR, 12 EXP)	3	4
6 th	33	9 9 Restored for 14/15	3	0	4
4 th /5 th * ^{2nd} Semester	12	Restored in 13/14	0	0	0

2013-2014 ELL information

2013-2014 Grade	Speaks English as a Second Language	Native English Speaker	Total
4	0	7	7
5	0	5	5
6	0	30	30
7	0	71	71
8	3	95	98
Total	3	208	211
(Percent of Total)	(1.4%)	(98.6%)	(100.0%)

2013-2014 Lunch Status

2013-2014 Grade	Free Lunch	Reduced-Price Lunch	Full Pay
4	7	0	0
5	4	0	1
6	29	1	0
7	61	2	8
8	81	4	13
Total	182	7	22
(Percent of Total)	(86.3%)	(3.3%)	(10.4%)

2013-2014 Special Education

2013-2014 Grade	Student not Enrolled in Special Education Services	Student Receives Special Education Services	Total
4	6	1	7
5	5	0	5
6	27	3	30
7	62	9	71
8	89	9	98
Total	189	22	211
(Percent of Total)	(89.6%)	(10.4%)	(100.0%)

PASS Spring 2014 ELA Data for All Students in 2013-2014 Cohort

2013-2014 Grade	Not Met	Met	Exemplary
4	6	0	0
5	3	2	0
6	19	7	0
7	37	8	6
8	45	15	7
Total	110	32	13
(Percent of Total)	(71.0%)	(20.6%)	(8.4%)
All CCSD Students	4824	5868	9133
All CC3D Students	(24.3%)	(29.6%)	(46.1%)

PASS Spring 2014 ELA Data:

Students in 2013-2014 Cohort Enrolled at Daniel Jenkins on the 45th Day and Present on the First Day of Testing

2013-2014 Grade	Not Met	Met	Exemplary
6	4	3	0
7	8	1	0
8	15	3	0
Total	27	7	0
(Percent of Total)	(79.4%)	(20.6%)	(0.0%)
All CCSD Students	4824	5868	9133
All CC3D Studelits	(24.3%)	(29.6%)	(46.1%)

PASS Spring 2014 Math Data for All Students in 2013-2014 Cohort

2013-2014 Grade	Not Met	Met	Exemplary
4	5	1	
5	4		1
6	21	5	
7	31	19	1
8	49	18	
Total	110	43	2
(Percent of Total)	(71.0%)	(27.7%)	(1.3%)
All CCSD Students	5201	6536	8144
All CC3D Students	(26.2%)	(32.9%)	(41.0%)

PASS Spring 2014 Math Data:

Students in 2013-2014 Cohort Enrolled at Daniel Jenkins on the 45th Day and Present on the First Day of Testing

2013-2014 Grade	Not Met	Met	Exemplary
6	6	1	0
7	8	1	0
8	13	5	0
Total	27	7	0
(Percent of Total)	(79.4%)	(20.6%)	(0.0%)
All CCSD Students	5201	6536	8144
All CC3D Students	(26.2%)	(32.9%)	(41.0%)

2014 2015 Student information

Grade level	# of students served	Transfer to CCSD School	Expelled	W/D to DJJ Facility	Transfer out of County
8 th	54	5 5 – HS	0	1	0
7 th	43	1	1 LTR – 1 st sem	1	0
6 th	18	0	0	1	0
4 th /5 th	6	1	0	0	0
	121	7	1	3	0

2014 2015 Current Student Levels

Restored	Level 5	Level 4	Level 3	Level 2	Level 1
8	5 *1 will Transition Oct. 22 nd *4 will Transition on Oct. 27 th	13	21	34	20 * 6 of these are new students

- Students can move up a Level every 2 weeks.
- Levels may drop based on discipline referrals.

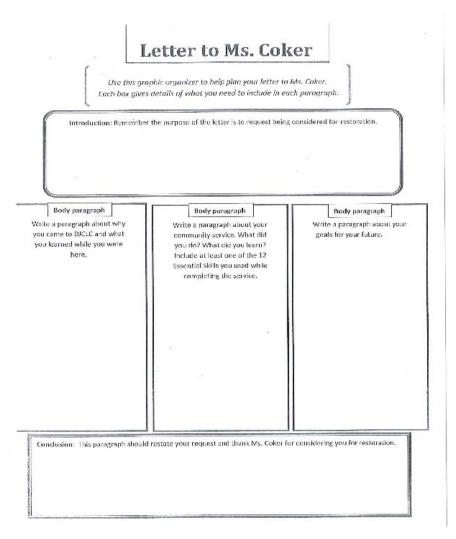
2014-2015 Student Ethnicity

Total	Black	White	Hispanic	Other
121	109 =	8 =	2 =	2 =
	90.1%	6.6%	1.7%	1.7%

2014-2015 Staff

Total	Black	Black	White	White	Hispanic
	Male	Female	Male	Female	Female
38	6 =	10 =	5 =	15 =	1 =
	16.2%	27%	13.5%	40.5%	.03%

Completion Projects



- 1. Service Learning or Community Service Participation
 - Begin on any Level
- Project related to Service Learning
 - Must complete before restoration
- 3. Letter to Principal requesting Restoration
 - Level 4
- 4. Shining Star Reflection
 - Level 5



Dear Ms. Coxes,

I would like to be restored to high school because I tiplok indice matured and can show responsibility towards ery life and my education. I have made a lot of mistakes but the mistakes lihave made were in the post, and thave engaged, enriched, and excelled to taske my mother proud. Thurls coming from the Donovan Campbell.

that I regret like getting many referrals and not following directions in any of my decays but I applicate from that I regret like getting many referrals and not following directions in any of my decays but I applicate for what i have done. Since I came here, I have leaded that you can't be successful by having no manners and being dischedication by not eccomplishing your goals. You have to accomplish your goals because when you do, it reads you into help a better person and having a great future. The holings that you do bullow you alknow way and having no manners will get you either sucked up in a cell of six feet yorder.

Within I was on level three, for my commonity service I volunteered to visit and help out as Burns Elementary with the book buddles. When I arrived at Burns Elementary, it was a loc different than my elementary school. A int of kids were worring uniforms and the teathers were very nice and helpful to the students. I have learned that most of the kids just needed more attention and someone to locus just on them. The kids that I was with were some very ederated kids, and I knew it was a best having someone liston to you and ask you questions when you road. I didn't have that when I was a cd. I really liked the things we did there as that school, and it was really for, we just had to remember to follow.

Ms. Drayton's directions.

Volunteer eholders.

These many goals for my latent. One goal is to go to college for criminal justice. I want to be in the law enforcement to become a portice afficer. Another one of my goals is to finish high school. (light school is an important course in my life that I would like to accomplish to make me, my mother and my whole family proud of me and the things that I do. The things that I do are my choices, and I make them on my own to I have to try my best to achieve my goals.

with be juylunifing the restored, and I will promise to do my host shroughout my high school years. I will do my best to keep all of my grades up and tohow directions in all of my classes. I will follow the right crown of people that I know will not get me in trouble in high school and out on the streets. I got into DICLC because of the choices and misclest I have made. Now I have to fix then and get out of this school. My time being bare I had some good moments and becomends but now it's time to stroighten up and do what I are meant to do to make my mother proud of the but most importantly to make myself proud of who I an, Denovan Compbell. I have to show everyone that I know how to act so "I will listen, I will follow directions, I will respect others, I will learn, I can learn, I know it's all up to ma, I MAYE HOP!".

Enveror .

Dans da Can wall.

your gools! you can

Keep wasking towards

Letter to Principal

Yes

Time to Shine

Time To Shine

Here it is; your time to shine! Please share your thoughts with us. We would like you to reflect on your time here at Doniel Jenkins including something valuable you've learned from the experience. In addition, we want to know what your "HOPE" is for the future. Whether it is in paragraph or poetic form, please write a reflection of your thoughts and experience. Thank you!

. M. I am at Auria) looking bours tourself was
My time of Daniel Jenkins have tought me
many things I'm has taught me attent pespert.
how to avoid penative behaviors, and most imp-
ortantly the importance of an education. The leagued
how to perpect adults and my pears. I've learned
that when an adult talks to me you should not
the back or aire a remark in alliance. The
talk back or give a negative attiduce I've
learned that by respecting my peers, they would
give me respect back Mostly I've learned the
importance of an education. I've learned that by
getting my behavior untercontroll, my grades.
have Imposed the nondeousty. I would like go thank
all my mariners for holaine me get distithis.
sometimes for helping me get awatthis :
19°0/s
CL C. T.
Shalar folder

Time to Shine

Kaitlyn Caraway

. I remember when I first stepped into Daniel Jenkins for the first time last year. It was a Tuesday; I was sitting in the front office, I was scared, nervous, anxious, and to be honest I was ready to go back to school. I had been sitting at home for a like two weeks which felt like forty billion years. I wasn't sure how everything was going to work. I was warried that I wouldn't fit in. I was called back along with another student to take our picture for our ID cards. Then we were taken into a conference room and we had our orientation: We paid our fees and learned the rules and regulations of the school and would start the next day. I swear we sat in that conference room for at least four hours. Anyways to my point, I was quiet at first since I was the only white female student at the time. Then I came to Blue Community and got comfortable with everyone and everything I becam acting like a preschooler for a good 4-6 months. I used to roll down the hallways on my back, scream profanity up and down the hallways, curse teachers out, bong an the walls, lay on the floor and the list goes on and on. But over the summer I had a wakeup call, I don't know how it happened this exact way but I am glad it did. I went to camp for a week with my church right after school let out for the summer. I really got to connect with god and other people with my youth group, I ended up becoming best friends with a girl in my youth group named Rebekgh and she really showed me that Daniel Jenkins is not the place for sameone as intelligent and smart as me. I know that I have made many mistakes in my life and there are many more to come but everyone makes mistakes and everyone deserves a second chance at life and coming to Daniel Jenkins was my second chance and I could not have done it without the staff members here at Daniel Jenkins I became so close with so many people like Ms. Lee, Ms. Mobry, Ms. Tronoski, Ms. Perry, Ms. Coker, Mr. Hewitt and Mr. Corey and many others here but if it were for everyone here I would not have been able to believe that someone like me could ever have dreams to succeed in life. I didn't have hope but all of ya'll here made me believe in second chances. I love you guys and will miss you so much.

Restoration / Awards Ceremonies

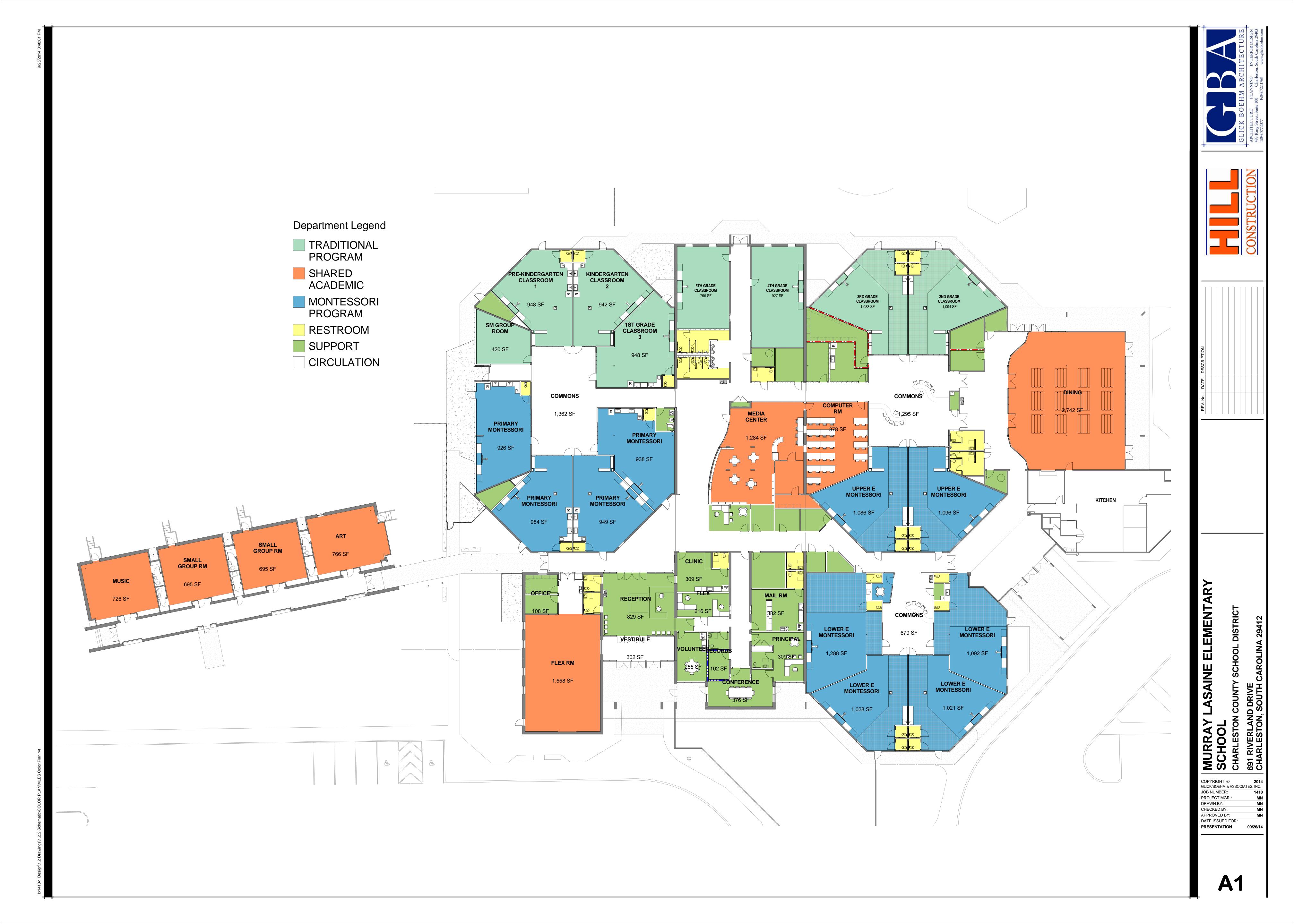
















BOARD AGENDA ITEM

TO:	CCSD Board of Tru	ıstees	
FROM:	Terri H. Nichols, A	Terri H. Nichols, Associate Superintendent, ELC	
DATE:	October 22, 2014		
SUBJECT:	Montessori and Tra	ditional Educat	tion at Murray LaSaine ES
The material is	submitted for:	☐ Action	☐ Information
THE Material is	submitted for.	Open	Executive
Respectfully Su	bmitted:		
Nancy J. McGin Superintendent			Michael Bobby Chief of Financial & Operations Officer
William H. Lewi	İS		
COO Capital Pro	ograms		
Tadd Camali			Tuis a Miles
Todd Garrett Audit & Finance	e Committee		Tripp Wiles Policy & Personnel Committee
Michael Miller -	Chair Strategic		

Michael Miller - Chair, Strategic Education Committee

DEPARTMENT: Elementary Learning Community

DATE: October 22, 2014

TOPIC:

Programming at Murray LaSaine Elementary School

BACKGROUND:

The Board approved the creation of a pilot program for Montessori at Murray LaSaine Elementary School in November 2012. This pilot entailed opening five (5) Montessori classrooms in the Fall 2013. The recommendation also included the plan to move Murray LaSaine Elementary School to a swing space in the Summer of 2014 so that the school could undergo renovations.

DISCUSSION:

Currently there are both traditional and Montessori classes on a swing campus at the old Stiles Point Elementary School. The attached chart shows the current number of traditional and Montessori classroom and students.

The floor plan of the renovated Murray LaSaine Elementary School is also attached to this agenda item. There is space for all current traditional and Montessori classrooms in the renovated building which is scheduled to open August 2015.

It should be noted that Montessori middle grades cannot be accommodated at Murray LaSaine Elementary School, and to be fair and equitable, James Island should have a Pre-K – Grade 8 solution just like the other zones, as this is a true Montessori program.

RECOMMENDATION:

Continue to operate both traditional CD-5 and Montessori Primary, Lower El and Upper El programs under one roof at Murray LaSaine Elementary School.

FUNDING SOURCE/COST:

GOF

FUTURE BUDGET IMPACT

Murray LaSaine

Traditional

Grade	# of Classes	# of Students
CD	1	13
K	1	25
1 st	2	27
2 nd	1	9
3 rd	1	12
4 th	1	11
5 th	1	11
Total	8	108

Montessori

Grade	# of Classes	# of Students
Primary	3	64
Lower EL	3	73
Upper EL	1	20
Total	7	157

Memorandum To The Charleston County School Board of Trustees

Subject: Board Agenda: Request to approve an APUSH Resolution. The Board will consider a resolution. Type of Request: Action.

From: Ducker, Collins, Miller and Moffly.

- 1. Discussion: The current APUSH Framework is radically different from the previous framework and omits the discussion of many important events and people. Reference the following exhibits.
 - a. A comparison of the new and previous APUSH tests.
 - b. The Evolution of Democracy
 - c. Article: Texas is 'Nation's Last Best Chance' to Block APUSH, Say Experts
 - d. 2015 AP US History Practice Exam
- 2. Proposed action: Construct a resolution outlining the deficiencies of the new APUSH Framework and Exam and request the State Board of Education and the State Superintendent of Education conduct an analysis to determine if the Framework and Exam meet the intent of the SC Education Code SECTION 59-29-120.
- 3. Recommendation: Approve the proposed resolution and forward with a cover letter to the Chair of the State Board of Education and the State Superintendent of Education.

RESOLUTION

WHEREAS, the South Carolina Education Code SECTION 59-29-120 (A) states: "All high schools, colleges, and universities in this State that are sustained or in any manner supported by public funds shall give instruction in the essentials of the United States Constitution, the Declaration of Independence, and the Federalist Papers, including the study of and devotion to American institutions and ideals, and no student in any such school, college, or university may receive a certificate of graduation without previously passing a satisfactory examination upon the provisions and principles of the United States Constitution, the Declaration of Independence, and the Federalist Papers, and, if a citizen of the United States, satisfying the examining power of his loyalty thereto."

WHEREAS, the APUSH Framework includes little or no discussion of the Founding Fathers, the principles of the Declaration of Independence, the religious influences on our nation's history, and many other critical topics that have always been part of the APUSH course; and

WHEREAS, the Framework excludes discussion of the U.S. military (no battles, commanders, or heroes) and omits many significant individuals and events that greatly shaped our nation's history (for example, James Madison, Thomas Jefferson, Albert Einstein, Jonas Salk, George Washington Carver, Rosa Parks, Cesar Chavez, Dr. Martin Luther King, Tuskegee Airmen, Navajo Code Talkers, the Battle of Gettysburg, the Holocaust, D-Day, liberation of the Nazi concentration camps, and the election of our first African-American President); and

WHEREAS the Fordham Institute reports South Carolina earned the distinction of having the best U.S. History standards in the nation; achieving a perfect score of seven out of seven for rigor and three out of three for clarity and specificity; and further commended South Carolina for standards that explain "history in depth, maintaining a nuanced, sophisticated, and balanced approach throughout"; and

WHEREAS, the Framework differs radically from South Carolina's best-the-in-the nation U.S. History and Constitution Standards, so that APUSH teachers will be forced to choose between educating their students under those excellent standards and preparing students for the AP examination based on the revisionist APUSH Framework; and

WHEREAS, the released APUSH sample examination questions continue to promote a negative, anti-American bias toward U.S. History; now

THEREFORE, the Charleston County School Board resolves:

that the South Carolina Board of Education and the South Carolina Superintendent of Education conduct an immediate independent and comprehensive analysis of the new APUSH Framework and the South Carolina U.S. History and Constitution Standards to determine if the content of the new APUSH Framework is sufficiently rigorous to comply with the South Carolina Education Code, SECTION 59-29-120. Based on the College Board's AP US History Practice Exam, effective fall 2014, the analysis must also include a review of the APUSH exam questions to determine if their content also meet the desired outcome of the South Carolina Code. The findings of that review must be reported to the South Carolina Board of Education before the beginning of the 2015-16 school year.

□ WITNESS our signatures this	day of
-------------------------------	--------

Two Thousand and Fourteen, in Charleston, South Carolina.

Members of the Board of Trustees Charleston County School District Charleston, South Carolina





United States History Practice Exam

Effective Fall 2014

A COMPARISON OF THE OLD AND NEW APUSH EXAMS

In her September 16th letter to Dr. Nancy J. McGinley, Ms. Hairfield claims that the old APUSH exam forced students to cover "an ocean of minute details." In contrast, "In the revised APUSH exam, students will now be asked to analyze historical evidence (documents, political cartoons, images, and maps) to answer questions instead of simple recall of facts – questions that require students to think!" Is Ms. Hairfield right? Did the old APUSH exam focus on "minute details?" Does the new APUSH exam focus on critical thinking skills and in-depth thinking? Let's compare and contrast both exams in order to separate fact from fiction.

THE OLD EXAM: MULTIPLE-CHOICE QUESTIONS

The multiple-choice questions on the old exam did not focus on "minute details." The eight APUSH exams released by the College Board contained a total of 680 multiple-choice questions. Just one of these questions (from an exam given in 1984) asked students for a date. Instead, the questions clustered around key people, events, Supreme Court decisions and historic trends. These predictable topics all derived from the Topical Outline in the old Course Outline booklet. Here is a list of key people and events followed by their number of appearances on the eight released exams:

TOPIC NUMBER OF APPEARANCES ON 8 APUSH EXAMS

Alexander Hamilton	7
Thomas Jefferson	7
Martin Luther King, Jr.	6
Andrew Jackson	6
Monroe Doctrine	5
Open Door	5
Woodrow Wilson	5
First Great Awakening	5
George Washington	4
Japanese Internment	4
Stamp Act	4
Brown v. Board of Education	4
Marbury v. Madison	4
Harlem Renaissance	4
Roosevelt Corollary	4
Dwight Eisenhower	4
William Lloyd Garrison	4
W.E.B. Du Bois	4

The old exam also contained a number of multiple-choice questions asking students to analyze historical evidence. For example, the 2012 and 2013 APUSH exams included 24 multiple-choice questions asking students to evaluate quotes and to interpret charts, graphs, maps, and historic pictures. It is interesting to note that the 2013 multiple-choice section contained 3 graphs and charts, two more than the 2015 new APUSH exam.

THE NEW EXAM: MULTIPLE-CHOICE QUESTIONS

Ms. Hairfield and other College Board spokespeople invite critics to examine the APUSH Sample Exam. They contend that the redesigned exam will provide evidence of "a rich and inclusive body of historical knowledge." A careful examination of the new exam actually reveals a highly biased set of multiple-choice questions that cover a surprisingly limited set of topics.

The redesigned APUSH exam contains 55 multiple-choice questions clustered around just 19 stimulus documents. The close link between the Framework's revisionist biases and its exam questions can be seen in a question devoted to President Reagan. The Framework (page 79) informs readers "President Ronald Reagan rejected détente with increased defense spending, military action, and bellicose rhetoric..." The sample exam then uses an excerpt from President Reagan's "Mr. Gorbachev, tear down this wall" speech to guide students to conclude that Reagan's speech "best reflects" his "increased assertiveness and bellicosity." (Question 23)

The close link between the Framework's revisionist biases and its exam questions is not limited to President Reagan. The Sample Exam uses a picture of late nineteenth-century immigrants to illustrate squalid housing conditions in the Lower East Side of New York City. The picture serves as a source document for three multiple-choice questions. Question 24 asks students to conclude "conditions like those shown in the image" led to "an increase in Progressive reform activity." Question 25 asks students to conclude that the "conditions shown in the image came about most directly as a result of low wages earned by workers." Question 26 leads students to conclude that advocates of reform would agree that "government should act to eliminate the worst abuses of industrial society." It is important to note that answer choice B, "Capitalism, free of government regulation, would improve social conditions" is a wrong answer.

This is not an isolated example. The new format enables the College Board exam committee (which includes Framework authors) to subtly guide students toward their revisionist interpretation of American history. The pattern of a troubling social problem requiring government action can also be seen in

Questions 27 – 29. Note that once again American business is the primary culprit (Question 29).

THE OLD EXAM: ESSAYS

The old exam asked students to devote 60 minutes to a Document-Based Question (DBQ). This question included a rich collection of primary source documents including quotes, charts, political cartoons, and historic pictures. Students then had 70 minutes to answer two of four free-response essay questions. The old exam thus devoted 130 minutes to in-depth essay writing.

THE NEW EXAM: ESSAYS

The new exam also contains a DBQ. However, students have just 55 minutes to analyze the question and write their essay. Students then have 35 minutes to answer one of two free-response essay questions. The new exam thus devotes just 90 minutes to in-depth essay writing.

The new exam replaces one of the 35-minute essay questions with four short-answer questions. Students are given just 12 minutes to answer each of these four multi-part questions. The short answer questions do not promote either critical thinking or in-depth analysis. Instead, they promote a one-paragraph regurgitation of key Framework revisionist tenets.

CONCLUSION

A comparison of the old and new APUSH exams leads to two inescapable conclusions. First, the old exam contained a balanced and comprehensive set of questions testing a variety of key historic information and skills. Second, the new exam contains a biased and limited set of questions falling well short of the comprehensive and in-depth coverage of the old exam.

Questions 30 - 33 refer to the excerpt below.

"[H]istory and experience prove that foreign influence is one of the most baneful foes of republican government. . . . Excessive partiality for one foreign nation and excessive dislike of another cause those whom they actuate to see danger only on one side and serve to veil and even second the arts of influence on the other. . . . The great rule of conduct for us, in regard to foreign nations, is in extending our commercial relations to have with them as little political connection as possible. So far as we have already formed engagements, let them be fulfilled with perfect good faith. Here let us stop. Europe has a set of primary interests which to us have none, or a very remote relation. Hence she must be engaged in frequent controversies, the causes of which are essentially foreign to our concerns."

George Washington, Farewell Address, 1796

- 30. The concerns expressed by Washington were a response to the
 - (A) debate over the proper treatment of American Indian tribes in the trans-Appalachian West
 - (B) dispute over the possibility of annexing Canada from Great Britain
 - (C) controversy regarding support for the revolutionary government of France
 - (D) conflict with Great Britain over the treatment of American Loyalists
- 31. The ideas expressed in Washington's address most strongly influenced which United States foreign policy decision in the twentieth century?
 - (A) The establishment of the United Nations in 1945
 - (B) The formation of the NATO alliance between the United States and Western Europe in 1949
 - (C) The refusal to join the League of Nations in 1919
 - (D) The oil embargo against Japan in 1941

- 32. Which of the following groups most strongly opposed Washington's point of view in the address?
 - (A) Democratic-Republicans
 - (B) New England merchants
 - (C) Southern plantation owners
 - (D) Federalists
- 33. Most historians would argue that the recommendations of Washington's address ceased to have a significant influence on United States foreign policy as a result of
 - (A) westward expansion in the nineteenth century
 - (B) support for Cuban revolutionaries in the Spanish-American War
 - (C) Woodrow Wilson's support for international democratic principles during the First World War
 - (D) involvement in the Second World War

GO ON TO THE NEXT PAGE.

Questions 11 - 13 refer to the excerpts below.

"Wherefore, security being the true design and end of government, it unanswerably follows that whatever form thereof appears most likely to ensure it to us, with the least expense and greatest benefit, is preferable to all others. . . . Here too is the design and end of government, Freedom and Security."

Thomas Paine, Common Sense, 1776

"[G]overnments are instituted among Men, deriving their just powers from the consent of the governed. That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness."

Thomas Jefferson, Declaration of Independence, 1776

- 11. The excerpts were written in response to the
 - (A) British government's attempt to assert greater control over the North American colonies
 - (B) British government's failure to protect colonists from attacks by American Indians
 - (C) colonial governments' failures to implement mercantilist policies
 - (D) colonial governments' attempts to extend political rights to new groups
- 12. The ideas about government expressed by Paine and Jefferson are most consistent with which of the following?
 - (A) The concept of hereditary rights and privileges
 - (B) The belief in Manifest Destiny
 - (C) The principle of religious freedom
 - (D) The ideas of the Enlightenment

- 13. The principles expressed by Paine and Jefferson best account for which of the following features of the United States during and immediately after the American Revolution?
 - (A) The development of factions and nascent political parties
 - (B) The rapid expansion of frontier settlements
 - (C) The relatively limited powers of the Articles of Confederation
 - (D) The growth of conflict between wealthy elites and poor farmers and laborers

GO ON TO THE NEXT PAGE.

UNITED STATES HISTORY

SECTION I, Part A

Time-55 minutes

55 Questions

Directions: Each of the questions or incomplete statements below is followed by either four suggested answers or completions. Select the one that is best in each case and then fill in the appropriate letter in the corresponding space on the answer sheet.

Questions 1 - 3 refer to the excerpt below.

"In 1739 arrived among us from Ireland the Reverend Mr. [George] Whitefield, who had made himself remarkable there as an itinerant preacher. He was at first permitted to preach in some of our churches; but the clergy, taking a dislike to him, soon refused him their pulpits, and he was obliged to preach in the fields. The multitudes of all sects and denominations that attended his sermons were enormous. . . . It was wonderful to see the change soon made in the manners of our inhabitants. From being thoughtless or indifferent about religion, it seemed as if all the world were growing religious, so that one could not walk thro' the town in an evening without hearing psalms sung in different families of every street."

Benjamin Franklin, The Autobiography of Benjamin Franklin

- 1. Whitefield's impact suggests that religious culture among British North American colonists in the 1700s was most directly shaped by
 - (A) Roman Catholic influences
 - (B) interest in commerce and business
 - (C) trans-Atlantic exchanges
 - (D) reliance on agriculture
- 2. Whitefield's open-air preaching contributed most directly to which of the following trends?
 - (A) The growth of the ideology of republican motherhood
 - (B) Greater independence and diversity of thought
 - (C) Movement of settlers to the backcountry
 - (D) The pursuit of social reform

- 3. The preaching described in the excerpt is an example of which of the following developments in the 1700s?
 - (A) The development of an idea of republican self-government
 - (B) The emergence of calls for the abolition of slavery
 - (C) The increased influence of the Enlightenment
 - (D) The expansion of Protestant evangelism

GO ON TO THE NEXT PAGE.

THE EVOLUTION OF DEMOCRACY

Historical Figures, Events and Documents Omitted from the 2015 AP US History Exam

Section 1 of the South Carolina US History and Constitution Standards calls for "an understanding of the *evolution of democracy*." Supporters of the new AP US History Framework and Exam claim that "the Founding Fathers and our nation's most important documents are very much present throughout the Exam."

With the exceptions as noted, it is difficult to support that statement.

John Winthrop
William Bradford
George Washington*
Thomas Jefferson**
Benjamin Franklin***
John Adams
James Madison
Robert Morris
Nathanael Greene
John Hancock
Alexander Hamilton

Lexington
Concord
Bunker Hill
Valley Forge
Saratoga
Yorktown
Washington's Crossing of the Delaware and the Battle of Trenton
Commanders and heroes of pivotal Revolutionary War battles

Magna Carta
Mayflower Compact
"The Shining City on a Hill"
English Bill of Rights
Continental Congress
Declaration of Independence**
Articles of Confederation
Bank of North America
Federalist Papers
Constitutional Convention
US Constitution
US Bill of Rights

^{*} See Page 19 of the APUSH Practice Exam

^{**} See Page 12 of the APUSH Practice Exam

^{***} See Page 8 of the APUSH Practice Exam

It is worth noting:

WHEREAS, the South Carolina Education Code SECTION 59-29-120 (A) states: "All high schools, colleges, and universities in this State that are sustained or in any manner supported by public funds shall give instruction in the essentials of the United States Constitution, the Declaration of Independence, and the Federalist Papers, including the study of and devotion to American institutions and ideals, and no student in any such school, college, or university may receive a certificate of graduation without previously passing a satisfactory examination upon the provisions and principles of the United States Constitution, the Declaration of Independence, and the Federalist Papers, and, if a citizen of the United States, satisfying the examining power of his loyalty thereto."

The previous AP US History course outline defined the theme of American Identity as "views of American national character and ideas about American exceptionalism. Recognizing regional differences within the context of what it means to be an American."

The new AP US History Framework defines the theme of American Identity as "the formation of both American national identity and group identities in U.S. history...with special attention given to the formation of gender, class, racial, and ethnic identities."

It is difficult to reconcile the new theme of American Identity with that called for by the South Carolina Education Code.





United States History Practice Exam





Practice Exam

Exam Content and Format

The 2015 AP U.S. History Exam is 3 hours and 15 minutes in length. There are two sections.

- Section I is 1 hour, 40 minutes and consists of 55 multiple-choice questions accounting for 40 percent of the final score and 4 short-answer questions accounting for 20 percent of the final score.
- Section II is 1 hour, 35 minutes and consists of 1 document-based question and 2 long-essay questions. Students can choose which of the two long-essay questions they respond to. It begins with a 15-minute reading period to read the questions and plan your answers. The remaining 1 hour and 20 minutes is for writing.

Administering the Practice Exam

This section contains instructions for administering the AP U.S. History Practice Exam. You may wish to use these instructions to create an exam situation that resembles an actual administration. If so, read the indented, boldface directions to the students; all other instructions are for administering the exam and need not be read aloud. Before beginning testing, have all exam materials ready for distribution. These include test booklets and answer sheets.

SECTION I, Part A: Multiple-Choice Questions

When you are ready to begin Section I, Part A, say:

Section I, Part A, is the multiple-choice portion of the exam. Mark all of your responses on your answer sheet, one response per question. If you need to erase, do so carefully and completely. Your score on the multiple-choice section will be based solely on the number of questions answered correctly.

You have 55 minutes for this part. Open your Section I booklet and begin.

Note Start Time here_____. Note Stop Time here_____. Check that students are marking their answers in pencil on their answer sheets, and that they are not looking at their Section II booklets. After 55 minutes, say:

Stop working. I will now collect your multiple-choice answer sheet.

SECTION I, Part B: Short-Answer Questions

When you are ready to begin Section I, Part B, say:

Section I, Part B is the short-answer portion of the exam. Write your answers in the corresponding boxes on the free-response answer sheet. Use a pen with black or dark blue ink.

You have 45 minutes for this part. Begin.

Note Start Time here Note Stop Time here Check that students
are writing their answers in pen on their answer sheets, and that they are not
looking at their Section II booklets. After 45 minutes, say:
Stop working. I will now collect your Section I booklet and your free-response answer sheet.
There is a 10-minute break between Sections I and II. When all Section I materials have been collected and accounted for and you are ready for the break, say:
Please listen carefully to these instructions before we take a 10-minute break. Everything you placed under your chair at the beginning of the exam must stay there. Leave your Section II packet on your desk during the break. Are there any questions?
You may begin your break. Testing will resume at
SECTION II: Free-Response Questions
After the break, say:
Section II begins with a 15-minute reading period. During the reading period, you will read the questions and plan your answers to the questions. You may use any blank space of the page the questions or documents are printed on to organize your answers and for scratch work, but you must write your answers on the lined pages provided for each question. Answers must be written in ink. Are there any questions?
You may now open the Section II booklet and begin the 15-minute reading period.
Note Start Time here Note Stop Time here After 15 minutes, says
Stop. The reading period is over. You have 1 hour and 20 minutes left to answer the questions. You are responsible for pacing yourself, and may proceed freely from one question to the next. You will be prompted to move from the document-based question to the long essay after 45 minutes to ensure that you have adequate time to complete the long essay. However, you may divide your time differently, using more or less time for each question. Write your answers on the lined pages provided for each question. If you need more paper during the exam, raise your hand. At the top of each extra piece of paper you use, be sure to write your name and the number of the question you are working on. Are there any questions?
Begin Section II.
Note Start Time here Note Stop Time here Check that students are using pens and that they are writing their answers in their exam booklets.
After 45 minutes, say:
You should begin working on Question 2 or Question 3. You will need the remaining time to complete your last essay.

After 25 minutes, say:

There are 10 minutes remaining.

After 10 minutes, say:

Stop working and close your exam booklet. Put your exam booklet on your desk, face up. Remain in your seat, without talking, while the exam materials are collected.

If any students used extra paper for the free-response section, have those students staple the extra sheet/s to the first page corresponding to that question in their exam booklets. Collect a Section II booklet from each student and check that each student wrote answers on the lined pages corresponding to each question. Then say:

The exam is over. I will now collect your materials.

Name:	

AP[®] U.S. History Answer Sheet for Multiple-Choice Section

No.	Answer
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

No.	Answer
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	

AP® United States History Exam

SECTION I, Part A: Multiple Choice

DO NOT OPEN THIS BOOKLET UNTIL YOU ARE TOLD TO DO SO.

At a Glance

Time

55 minutes

Number of Questions

Percent of Total Score

40%

Writing Instrument

Pencil required

Instructions

Section I, Part A of this exam contains 55 multiple-choice questions. Fill in only the circles for numbers 1 through 55 on your multiple-choice answer sheet. Because this section offers only four answer options for each question, do not mark the (E) answer circle for any question.

Indicate all of your answers to the multiple-choice questions on the multiple-choice answer sheet. No credit will be given for anything written in this exam booklet, but you may use the booklet for notes or scratch work. After you have decided which of the suggested answers is best, completely fill in the corresponding circle on the multiple-choice answer sheet. Give only one answer to each question. If you change an answer, be sure that the previous mark is erased completely. Here is a sample question and answer.

Sample Question

Sample Answer

Chicago is a







(A) state

(B) city

(C) country

(D) continent

Use your time effectively, working as quickly as you can without losing accuracy. Do not spend too much time on any one question. Go on to other questions and come back to the ones you have not answered if you have time. It is not expected that everyone will know the answers to all of the multiple-choice questions.

Your total score on the multiple-choice section is based only on the number of questions answered correctly. Points are not deducted for incorrect answers or unanswered questions.

SECTION I, Part B: Short Answer

At a Glance

Time

45 minutes

Number of Questions

Percent of Total Score

20%

Writing Instrument

Pen with black or dark blue ink

Instructions

Section I, Part B of this exam contains 4 short-answer questions. Write your responses in the corresponding boxes on the free-response answer sheet.

The inclusion of source material in this exam is not intended as an endorsement by the College Board or ETS of the content, ideas, or values expressed in the material. The material has been selected by the history faculty who serve on the AP United States History Development Committee. In their judgment, the material printed here reflects various aspects of the course of study on which this exam is based and is therefore appropriate to use to measure the skills and knowledge of this course.

UNITED STATES HISTORY SECTION I, Part A

Time—55 minutes

55 Questions

Directions: Each of the questions or incomplete statements below is followed by either four suggested answers or completions. Select the one that is best in each case and then fill in the appropriate letter in the corresponding space on the answer sheet.

Questions 1 - 3 refer to the excerpt below.

"In 1739 arrived among us from Ireland the Reverend Mr. [George] Whitefield, who had made himself remarkable there as an itinerant preacher. He was at first permitted to preach in some of our churches; but the clergy, taking a dislike to him, soon refused him their pulpits, and he was obliged to preach in the fields. The multitudes of all sects and denominations that attended his sermons were enormous. . . . It was wonderful to see the change soon made in the manners of our inhabitants. From being thoughtless or indifferent about religion, it seemed as if all the world were growing religious, so that one could not walk thro' the town in an evening without hearing psalms sung in different families of every street."

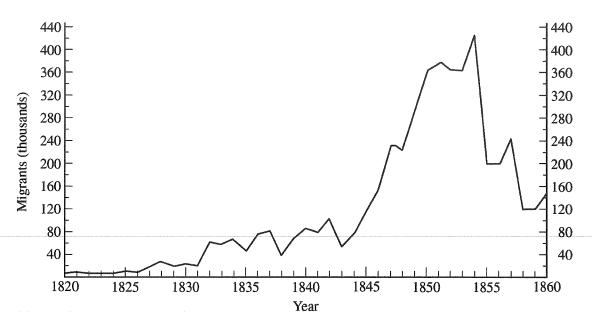
Benjamin Franklin, The Autobiography of Benjamin Franklin

- 1. Whitefield's impact suggests that religious culture among British North American colonists in the 1700s was most directly shaped by
 - (A) Roman Catholic influences
 - (B) interest in commerce and business
 - (C) trans-Atlantic exchanges
 - (D) reliance on agriculture
- 2. Whitefield's open-air preaching contributed most directly to which of the following trends?
 - (A) The growth of the ideology of republican motherhood
 - (B) Greater independence and diversity of thought
 - (C) Movement of settlers to the backcountry
 - (D) The pursuit of social reform

- 3. The preaching described in the excerpt is an example of which of the following developments in the 1700s?
 - (A) The development of an idea of republican self-government
 - (B) The emergence of calls for the abolition of slavery
 - (C) The increased influence of the Enlightenment
 - (D) The expansion of Protestant evangelism

Questions 4 - 7 refer to the graph below.

MIGRATION TO THE UNITED STATES, 1820-1860



United States Census Bureau

- 4. Which of the following was a significant cause of the trend from 1843 to 1854 shown in the graph?
 - (A) Active encouragement of migration by the United States government
 - (B) Economic hardships and political instability in Europe
 - (C) Incentives offered by United States companies looking to hire skilled migrants
 - (D) Adoption of free trade policies by European governments

- 5. The migrants represented by the graph most typically settled in which of the following regions of the United States?
 - (A) The Northeast
 - (B) The Southeast
 - (C) The Southwest
 - (D) The West Coast

- 6. Which of the following was a direct effect of the trend in immigration after 1845 shown on the graph?
 - (A) An increase in sectional tensions
 - (B) A major economic downturn
 - (C) An upsurge in nativist sentiment
 - (D) The collapse of the second party system
- 7. The main trend shown in the graph was most directly associated with which of the following processes occurring in the United States at the time?
 - (A) The convergence of European and American cultures
 - (B) The emergence of an industrialized economy
 - (C) The displacement of American Indians from the Southeast
 - (D) The resurgence of evangelical Protestantism

Questions 8 - 10 refer to the excerpt below.

"The history of mankind is a history of repeated injuries and usurpations on the part of man toward woman, having in direct object the establishment of an absolute tyranny over her. To prove this, let facts be submitted to a candid world.

"He has never permitted her to exercise her inalienable right to the elective franchise.

"He has compelled her to submit to laws, in the formation of which she had no voice. . . .

"Having deprived her of this first right of a citizen, the elective franchise, thereby leaving her without representation in the halls of legislation, he has oppressed her on all sides. . . .

"He has taken from her all right in property, even to the wages she earns."

Seneca Falls Convention, Declaration of Sentiments and Resolutions, 1848

- 8. The ideas expressed in the excerpt most directly challenged the prevailing ideal in the early nineteenth century that
 - (A) women should enjoy full and equal rights with men
 - (B) women should focus on the home and the domestic sphere
 - (C) the ability of women to earn wages was a positive development
 - (D) women should educate their children about the rights and responsibilities of citizenship
- 9. Which of the following developments in the second half of the nineteenth century best represented the continuation of the ideas expressed in the declaration?
 - (A) A movement focused on women's voting rights
 - (B) Women's support for the Social Gospel
 - (C) Support for outlawing the production and sale of alcohol
 - (D) A movement focused on religious revivals and personal conversion

- 10. Many supporters of the declaration in 1848 broke ranks with which of the following groups by the 1870s?
 - (A) Social Darwinists
 - (B) Supporters of Southern secession and states' rights
 - (C) Supporters of the Fifteenth Amendment
 - (D) Isolationists

Questions 11 - 13 refer to the excerpts below.

"Wherefore, security being the true design and end of government, it unanswerably follows that whatever form thereof appears most likely to ensure it to us, with the least expense and greatest benefit, is preferable to all others. . . . Here too is the design and end of government, Freedom and Security."

Thomas Paine, Common Sense, 1776

"[G]overnments are instituted among Men, deriving their just powers from the consent of the governed. That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness."

Thomas Jefferson, Declaration of Independence, 1776

- 11. The excerpts were written in response to the
 - (A) British government's attempt to assert greater control over the North American colonies
 - (B) British government's failure to protect colonists from attacks by American Indians
 - (C) colonial governments' failures to implement mercantilist policies
 - (D) colonial governments' attempts to extend political rights to new groups
- 12. The ideas about government expressed by Paine and Jefferson are most consistent with which of the following?
 - (A) The concept of hereditary rights and privileges
 - (B) The belief in Manifest Destiny
 - (C) The principle of religious freedom
 - (D) The ideas of the Enlightenment

- 13. The principles expressed by Paine and Jefferson best account for which of the following features of the United States during and immediately after the American Revolution?
 - (A) The development of factions and nascent political parties
 - (B) The rapid expansion of frontier settlements
 - (C) The relatively limited powers of the Articles of Confederation
 - (D) The growth of conflict between wealthy elites and poor farmers and laborers

Questions 14 - 17 refer to the excerpt below.

"We conclude that in the field of public education the doctrine of 'separate but equal' has no place. Separate educational facilities are inherently unequal."

Chief Justice Earl Warren, writing the unanimous opinion of the United States Supreme Court in *Brown* v. *Board of Education of Topeka*, 1954

- 14. Which of the following was the most immediate result of the decision excerpted?
 - (A) Radicals critiqued government actions as doing too little to transform the racial status quo.
 - (B) Education advocates raised awareness of the effect of poverty on students' opportunities.
 - (C) Civil rights activists became increasingly divided over tactical and philosophical issues.
 - (D) Segregationists in southern states temporarily closed many public schools in an effort to resist the decision.
- 15. The decision excerpted most directly reflected a growing belief after the Second World War that the power of the federal government should be used to
 - (A) promote greater racial justice
 - (B) revitalize cities
 - (C) foster economic opportunity
 - (D) defend traditional visions of morality

- 16. Which of the following sets of Supreme Court decisions demonstrated the strongest continuity with the idea expressed in the excerpt?
 - (A) Decisions endorsing the constitutionality of the death penalty, such as *Gregg* v. *Georgia*
 - (B) Decisions limiting affirmative action programs, such as Regents of the University of California v. Bakke
 - (C) Decisions defining individual rights and protections, such as *Miranda* v. *Arizona*
 - (D) Decisions defining election laws, such as Citizens United v. Federal Election Commission
- 17. The Brown decision reversed which of the following earlier decisions?
 - (A) *Marbury* v. *Madison*, which established the principle of judicial review
 - (B) Worcester v. Georgia, which established that the federal government rather than individual states had authority in American Indian affairs
 - (C) *Dred Scott* v. *Sandford*, which proclaimed that slaves could not be citizens
 - (D) *Plessy* v. *Ferguson*, which endorsed racial segregation laws

Questions 18 - 20 are based on the excerpt below.

"The system of quotas . . . was the first major pillar of the Immigration Act of 1924. The second provided for the exclusion of persons ineligible to citizenship. . . . Ineligibility to citizenship and exclusion applied to the peoples of all the nations of East and South Asia. Nearly all Asians had already been excluded from immigration. . . . The exclusion of persons ineligible to citizenship in 1924 . . . completed Asiatic exclusion. . . . Moreover, it codified the principle of racial exclusion into the main body of American immigration and naturalization law."

Mae M. Ngai, historian, Impossible Subjects: Illegal Aliens and the Making of Modern America, 2004

- 18. The Immigration Act of 1924 produced highly discriminatory results because it
 - (A) created a guest worker program that encouraged temporary immigration but denied citizenship
 - (B) relied on a series of literacy tests and physical examinations to manage immigration
 - (C) placed restrictions on immigration by national origin, ethnicity, and race
 - (D) encouraged immigration of people with highly sought after skills or family in the United States
- 19. The Immigration Act of 1924 most directly reflected
 - (A) cultural tensions between scientific modernism and religious fundamentalism in the 1920s
 - (B) conflicts arising from the migration of African Americans to urban centers in the North
 - (C) the emergence of an increasingly national culture in the 1920s shaped by art, cinema, and mass media
 - (D) social tensions emerging from the First World War

- 20. Which of the following evidence would best support Ngai's argument in the excerpt?
 - (A) Census data showing the changing percentages of the foreign-born population from 1920 to 1930
 - (B) Narratives describing the challenges of immigrant family life in the 1920s
 - (C) Diplomatic correspondence reflecting the increasing isolationism of United States foreign policy in the 1920s and 1930s
 - (D) Census data revealing the Great Migration of African Americans to cities in the North and West in the 1920s

Questions 21 - 23 refer to the excerpts below.

"I believe that it must be the policy of the United States to support free peoples who are resisting attempted subjugation by armed minorities or by outside pressures. I believe we must assist free peoples to work out their own destinies in their own way. I believe that our help should be primarily through economic and financial aid which is essential to economic stability and orderly political processes."

President Harry Truman, address before a joint session of Congress articulating what would become known as the Truman Doctrine, 1947

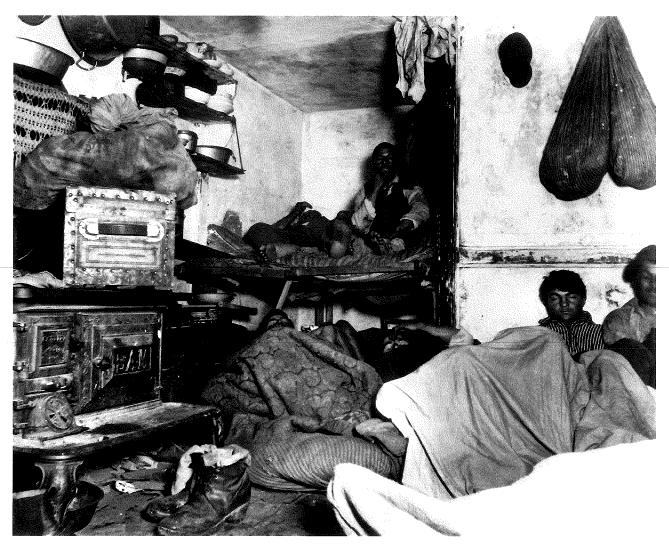
"We welcome change and openness; for we believe that freedom and security go together, that the advance of human liberty can only strengthen the cause of world peace. . . . General Secretary Gorbachev, if you seek peace, if you seek prosperity for the Soviet Union and Eastern Europe, if you seek liberalization: Come here to this gate! Mr. Gorbachev, open this gate! Mr. Gorbachev, tear down this wall!"

President Ronald Reagan, speech at the Brandenburg Gate in Berlin, Germany, 1987

- 21. The statements of both Truman and Reagan share the same goal of
 - (A) restraining communist military power and ideological influence
 - (B) creating alliances with recently decolonized nations
 - (C) reestablishing the principle of isolationism
 - (D) avoiding a military confrontation with the Soviet Union
- 22. Truman issued the doctrine primarily in order to
 - (A) support decolonization in Asia and Africa
 - (B) support United States allies in Latin America
 - (C) protect United States interests in the Middle East
 - (D) bolster noncommunist nations, particularly in Europe

- 23. Reagan's speech best reflects which of the following developments in United States foreign policy?
 - (A) Caution resulting from earlier setbacks in international affairs
 - (B) Increased assertiveness and bellicosity
 - (C) The expansion of peacekeeping efforts
 - (D) The pursuit of free trade worldwide

Questions 24 - 26 refer to the late-nineteenth-century photograph below by journalist Jacob Riis.



© Bettmann/CORBIS

- 24. Conditions like those shown in the image contributed most directly to which of the following?
 - (A) The passage of laws restricting immigration to the United States
 - (B) An increase in Progressive reform activity
 - (C) A decline in efforts to Americanize immigrants
 - (D) The weakening of labor unions such as the American Federation of Labor
- 25. The conditions shown in the image came about most directly as a result of
 - (A) low wages earned by workers in the late nineteenth century
 - (B) the rise of the settlement house and Populist movements
 - (C) increased corruption in urban politics
 - (D) the migration of African Americans to the North in the late nineteenth century

- 26. Advocates for individuals such as those shown in the image would have most likely agreed with which of the following perspectives?
 - (A) The Supreme Court's decision in *Plessy* v. *Ferguson* was justified.
 - (B) Capitalism, free of government regulation, would improve social conditions.
 - (C) Both wealth and poverty are the products of natural selection.
 - (D) Government should act to eliminate the worst abuses of industrial society.

Questions 27 - 29 refer the excerpt below.

"Excepting only Yosemite, Hetch Hetchy is the most attractive and wonderful valley within the bounds of the great Yosemite National Park and the best of all the camp grounds. People are now flocking to it in ever-increasing numbers for health and recreation of body and mind. Though the walls are less sublime in height than those of Yosemite, its groves, gardens, and broad, spacious meadows are more beautiful and picturesque. . . . Last year in October I visited the valley with Mr. William Keith, the artist. He wandered about from view to view, enchanted, made thirty-eight sketches, and enthusiastically declared that in varied picturesque beauty Hetch Hetchy greatly surpassed Yosemite. It is one of God's best gifts, and ought to be faithfully guarded."

John Muir, Century Magazine, 1909

- 27. Which of the following aspects of Muir's description expresses a major change in Americans' views of the natural environment?
 - (A) The idea that wilderness areas are worthy subjects for artistic works
 - (B) The idea that wilderness areas serve as evidence of divine creation
 - (C) The idea that government should preserve wilderness areas in a natural state
 - (D) The idea that mountainous scenery is more picturesque and beautiful than flat terrain
- 28. Muir's ideas are most directly a reaction to the
 - (A) increasing usage and exploitation of western landscapes
 - (B) increase in urban populations, including immigrant workers attracted by a growing industrial economy
 - (C) westward migration of groups seeking religious refuge
 - (D) opening of a new frontier in recently annexed territory

- 29. Muir's position regarding wilderness was most strongly opposed by which of the following?
 - (A) Members of the Progressive movement
 - (B) Urban political bosses
 - (C) American Indians living on reservations
 - (D) Companies involved in natural resource extraction

Questions 30 - 33 refer to the excerpt below.

"[H]istory and experience prove that foreign influence is one of the most baneful foes of republican government. . . . Excessive partiality for one foreign nation and excessive dislike of another cause those whom they actuate to see danger only on one side and serve to veil and even second the arts of influence on the other. . . . The great rule of conduct for us, in regard to foreign nations, is in extending our commercial relations to have with them as little political connection as possible. So far as we have already formed engagements, let them be fulfilled with perfect good faith. Here let us stop. Europe has a set of primary interests which to us have none, or a very remote relation. Hence she must be engaged in frequent controversies, the causes of which are essentially foreign to our concerns."

George Washington, Farewell Address, 1796

- 30. The concerns expressed by Washington were a response to the
 - (A) debate over the proper treatment of American Indian tribes in the trans-Appalachian West
 - (B) dispute over the possibility of annexing Canada from Great Britain
 - (C) controversy regarding support for the revolutionary government of France
 - (D) conflict with Great Britain over the treatment of American Loyalists
- 31. The ideas expressed in Washington's address most strongly influenced which United States foreign policy decision in the twentieth century?
 - (A) The establishment of the United Nations in 1945
 - (B) The formation of the NATO alliance between the United States and Western Europe in 1949
 - (C) The refusal to join the League of Nations in 1919
 - (D) The oil embargo against Japan in 1941

- 32. Which of the following groups most strongly opposed Washington's point of view in the address?
 - (A) Democratic-Republicans
 - (B) New England merchants
 - (C) Southern plantation owners
 - (D) Federalists
- 33. Most historians would argue that the recommendations of Washington's address ceased to have a significant influence on United States foreign policy as a result of
 - (A) westward expansion in the nineteenth century
 - (B) support for Cuban revolutionaries in the Spanish-American War
 - (C) Woodrow Wilson's support for international democratic principles during the First World War
 - (D) involvement in the Second World War

Questions 34 - 36 refer to the excerpt below.

"The colonizers brought along plants and animals new to the Americas, some by design and others by accident. Determined to farm in a European manner, the colonists introduced their domesticated livestock—honeybees, pigs, horses, mules, sheep, and cattle—and their domesticated plants, including wheat, barley, rye, oats, grasses, and grapevines. But the colonists also inadvertently carried pathogens, weeds, and rats. . . . In sum, the remaking of the Americas was a team effort by a set of interdependent species led and partially managed (but never fully controlled) by European people."

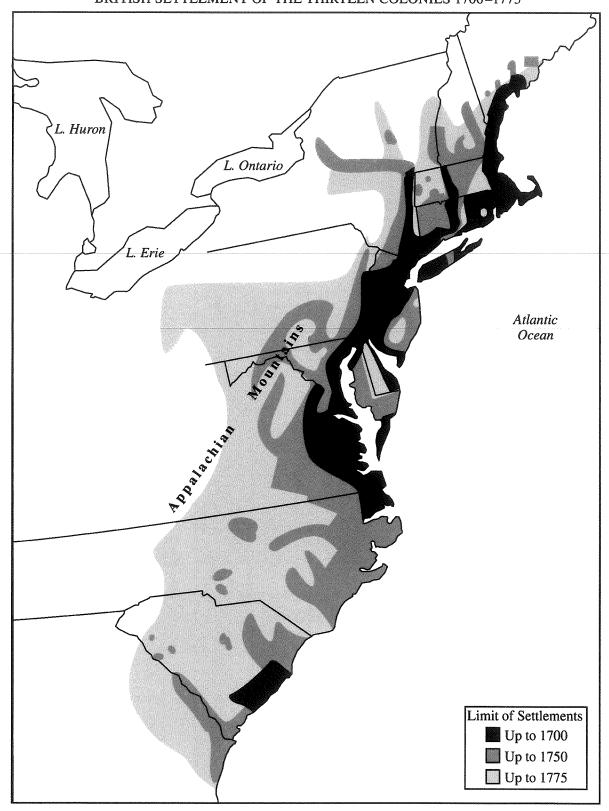
Alan Taylor, historian, American Colonies, 2001

- 34. The export of New World crops to the Old World transformed European society mostly by
 - (A) improving diets and thereby stimulating population growth
 - (B) encouraging enclosure of open lands and pushing workers off of farms
 - (C) promoting greater exploration of the interior of the American continents
 - (D) fostering conflicts among major powers over access to new food supplies
- 35. The patterns described in the excerpt most directly foreshadowed which of the following developments?
 - (A) The spread of maize cultivation northward from present-day Mexico into the American Southwest
 - (B) The population decline in Native American societies
 - (C) The gradual shift of European economies from feudalism to capitalism
 - (D) The emergence of racially mixed populations in the Americas

- 36. The trends described by Taylor most directly illustrate which of the following major historical developments in the Atlantic world?
 - (A) The growth of mercantile empires that stretched across the Atlantic
 - (B) The increasing anglicization of the English colonies
 - (C) The phenomenon known as the Columbian Exchange
 - (D) The rise of the trans-Atlantic slave trade

Questions 37 - 39 refer to the map below.

BRITISH SETTLEMENT OF THE THIRTEEN COLONIES 1700-1775



- 37. The pattern of colonial settlement up to 1700 resulted most directly from which of the following factors?
 - (A) The large size of British colonial populations relative to American Indian populations
 - (B) British recognition of Native American sovereignty
 - (C) The orientation of the British colonies toward producing commodities for export to Europe
 - (D) British government attempts to impose greater control over the colonies in the late 1600s
- 38. The change in settlement patterns from 1700 to 1775 had which of the following effects?
 - (A) A decrease in the coastal population
 - (B) An increase in conflicts between British settlers and American Indians
 - (C) A decrease in the economic importance of slavery and other forms of coerced labor
 - (D) An increase in trade with French Canada

- 39. The change in settlement patterns from 1700 to 1775 best explains the
 - (A) development of economic differences between the northern and southern colonies
 - (B) colonists' difficulties in effectively resisting the British military during the American Revolution
 - (C) significant proportion of colonists who remained loyal to Great Britain during the American Revolution
 - (D) growth of social tensions between backcountry settlers and coastal elites

Questions 40 - 42 refer to the excerpt below.

"[T]he condition of the African race throughout all the States where the ancient relation between the two [races] has been retained enjoys a degree of health and comfort which may well compare with that of the laboring population of any country in Christendom; and, it may be added that in no other condition, or in any other age or country, has the Negro race ever attained so high an elevation in morals, intelligence, or civilization."

John C. Calhoun, political leader, 1844

- 40. Which of the following groups would have been most likely to support Calhoun's views expressed in the excerpt?
 - (A) Members of nativist political parties
 - (B) Members of the Whig Party
 - (C) Southern landowners
 - (D) Northern industrialists
- 41. Which of the following most directly undermines Calhoun's assertions?
 - (A) Many slaves adopted elements of Christianity.
 - (B) Many slaves engaged in forms of resistance to slavery.
 - (C) Abolitionist societies encountered difficulty organizing in Southern states.
 - (D) A majority of White Southerners were not slaveholders.

- 42. In the 1840s and 1850s, the views expressed by Calhoun most directly contributed to
 - (A) the United States acquisition of new territory in the West
 - (B) increased sectional divisions between the North and the South
 - (C) the development of sharecropping and tenant farming in the South
 - (D) the rise of voluntary organizations to promote religious reform

Questions 43 - 44 refer to the excerpt below.

"My purpose is not to persuade children from their parents; men from their wives; nor servants from their masters: only, such as with free consent may be spared: But that each [English] parish, or village, in city or country, that will but apparel their fatherless children, of thirteen or fourteen years of age, or young married people, that have small wealth to live on; here by their labor may live exceeding well: provided always that first there be sufficient power to command them, . . . and sufficient masters (as carpenters, masons, fishers, fowlers, gardeners, husbandmen, sawyers, smiths, spinsters, tailors, weavers, and such like) to take ten, twelve, or twenty, or as is their occasion, for apprentices. The masters by this may quickly grow rich; these [apprentices] may learn their trades themselves, to do the like; to a general and an incredible benefit for king, and country, master, and servant."

John Smith, English adventurer, A Description of New England, 1616

- 43. The excerpt would be most useful to historians as a source of information about which of the following?
 - (A) The interaction of English colonial settlers with native populations in the early seventeenth century
 - (B) The harsh realities of life in the early seventeenth-century American colonies, including illness, high mortality rates, and starvation
 - (C) The role that appeals and advertising played in encouraging men and women to participate in colonization efforts
 - (D) The nature of master and apprentice relationships in England in the early seventeenth century

- 44. Which of the following was a major contrast between the New England colonies and the colonies of France?
 - (A) New England populations tended to be larger and more gender balanced.
 - (B) The French settled more often in cities and towns.
 - (C) The French had more conflicts with American Indians.
 - (D) New England developed a less rigid racial hierarchy.

Questions 45 - 47 refer to the excerpt below.

"There is, at present, no danger of another insurrection against the authority of the United States on a large scale, and the people are willing to reconstruct their State governments, and to send their senators and representatives to Congress. But as to the moral value of these results, we must not indulge in any delusions. . . . [T]here is, as yet, among the southern people an *utter absence of national feeling*. . . .

"Aside from the assumption that the Negro will not work without physical compulsion, there appears to be another popular notion . . . that the Negro exists for the special object of raising cotton, rice and sugar for the whites, and that it is illegitimate for him to indulge, like other people, in the pursuit of his own happiness in his own way."

Carl Schurz, Report on the Condition of the South, 1865

- 45. Schurz's analysis most directly illustrated the debates about which of the following issues in the South?
 - (A) The industrialization of the South
 - (B) The issuing of the Emancipation Proclamation
 - (C) The process of readmitting Confederate states
 - (D) The extent of federal legislative power
- 46. The attitudes of White Southerners described by Schurz contributed to which of the following developments in the last quarter of the nineteenth century?
 - (A) The sale of most plantations to African Americans to keep them in the South
 - (B) The establishment of sharecropping throughout the South
 - (C) The Nullification Crisis caused by Southern resistance to federal policy
 - (D) The rise of the Whig Party in the South

- 47. Efforts by Republicans such as Schurz to establish a base for their party in the South after the Civil War ultimately failed because
 - (A) Republicans feared the South would secede again if the party became too successful
 - (B) Republican opposition to African
 American rights alienated many White
 Southerners
 - (C) Republicans grew weary of pressing their Reconstruction agenda in a hostile environment
 - (D) Republicans believed it better to withdraw from the South than to become corrupted by Southern politics

Questions 48-50 refer to the excerpt below.

"The peace-loving nations must make a concerted effort in opposition to those violations of treaties and those ignorings of humane instincts which today are creating a state of international anarchy and instability from which there is no escape through mere isolation or neutrality.

"Those who cherish their freedom and recognize and respect the equal right of their neighbors to be free and live in peace, must work together for the triumph of law and moral principles in order that peace, justice and confidence may prevail in the world. There must be a return to a belief in the pledged word, in the value of a signed treaty. There must be recognition of the fact that national morality is as vital as private morality."

President Franklin Roosevelt, Quarantine Speech, 1937

- 48. The ideas expressed in the excerpt differed from the prevailing United States approach to foreign policy issues primarily in that Roosevelt was
 - (A) arguing to expand the role of the United States in the world
 - (B) encouraging the United States to avoid political entanglements in Europe
 - (C) seeking to promote United States influence throughout Latin America
 - (D) encouraging new laws that would give the United States international police power
- 49. The excerpt best reflects an effort by Roosevelt to
 - (A) encourage the ratification of the Treaty of Versailles
 - (B) promote the acquisition of new territories abroad
 - (C) contain the spread of Soviet-dominated communism
 - (D) overcome opposition to participation in the impending Second World War

- 50. Which of the following best represents continuity in the years after 1945 with the ideas that Roosevelt expressed in the excerpt?
 - (A) The conviction and execution of suspected Soviet spies in the United States
 - (B) United States membership in an international peacekeeping body
 - (C) United States military commitment to countries battling communist insurgencies
 - (D) The rise of peace organizations opposed to the buildup and use of nuclear weapons

Questions 51 - 53 refer to the poster below.



Courtesy of Library of Congress, LC-USZ62-117090

- 51. The poster was intended to
 - (A) persuade women to enlist in the military
 - (B) promote the ideals of republican motherhood
 - (C) advocate for the elimination of sex discrimination in employment
 - (D) convince women that they had an essential role in the war effort
- 52. The poster most directly reflects the
 - (A) wartime mobilization of United States society
 - (B) emergence of the United States as a leading world power
 - (C) expanded access to consumer goods during wartime
 - (D) wartime repression of civil liberties

- 53. Which of the following represents a later example of the change highlighted in the poster?
 - (A) The increased number of women in the paid workforce by the 1970s
 - (B) The growing feminist protests against United States military engagements abroad in the 1970s
 - (C) The increasing inability of the manufacturing sector to create jobs for women in the 1970s and 1980s
 - (D) The growing popular consensus about appropriate women's roles in the 1980s and 1990s

Questions 54 - 55 refer to the excerpt below.

"The era of big government is over but we can't go back to a time when our citizens were just left to fend for themselves. We will meet them by going forward as one America, by working together in our communities, our schools, our churches and synagogues, our workplaces across the entire spectrum of our civic life."

President Bill Clinton, radio address to the nation, 1996

- 54. Which of the following actions by the Clinton administration best reflects the ideas about the scope of government expressed in the excerpt?
 - (A) The decision to pursue military peacekeeping interventions in the Balkans and Somalia
 - (B) The enactment of welfare reform to restrict benefits and encourage self-reliance
 - (C) The negotiation of new free trade agreements among North American countries
 - (D) The effort to enact universal health care legislation

- 55. The ideas expressed by Clinton in the excerpt were most similar to those of which twentieth-century president?
 - (A) Lyndon Johnson
 - (B) Ronald Reagan
 - (C) Franklin Roosevelt
 - (D) Woodrow Wilson

END OF PART A

IF YOU FINISH BEFORE TIME IS CALLED, YOU MAY CHECK YOUR WORK ON PART A. DO NOT GO ON TO PART B UNTIL YOU ARE TOLD TO DO SO.

UNITED STATES HISTORY

SECTION I, Part B

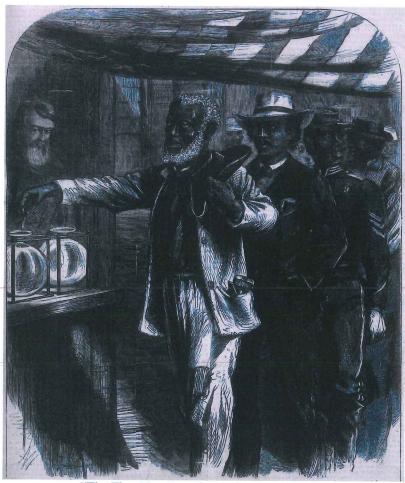
Time—45 minutes

4 Questions

Directions: Read each question carefully and write your responses in the corresponding boxes on the free-response answer sheet.

Use complete sentences; an outline or bulleted list alone is not acceptable. You may plan your answers in this exam booklet, but only your responses in the corresponding boxes on the free-response answer sheet will be scored.

- 1. Using your knowledge of United States history, answer parts a and b.
- a) Briefly explain why ONE of the following periods best represents the beginning of a democracy in the United States. Provide at least ONE piece of evidence from the period to support your explanation.
 - Rise of political parties in the 1790s
 - Development of voluntary organizations to promote social reforms between the 1820s and the 1840s
 - Emergence of the Democrats and the Whigs as political parties in the 1830s
- b) Briefly explain why ONE of the other options is not as persuasive as the one you chose.



"The First Vote" — Drawn by A. R. Waud

Courtesy of Library of Congress

- 2. Use the image above to answer parts a, b, and c.
- a) Briefly explain the point of view expressed through the image about ONE of the following.
 - Emancipation
 - Citizenship
 - Political participation
- b) Briefly explain ONE outcome of the Civil War that led to the historical change depicted in the image.
- c) Briefly explain ONE way in which the historical change you explained in part b was challenged in the period between 1866 and 1896.

"[W]e have in [United States history] a recurrence of the process of evolution in each western area reached in the process of expansion. Thus American development has exhibited not merely advance along a single line, but a return to primitive conditions on a continually advancing frontier line, and a new development for that area. American social development has been continually beginning over again on the frontier. This perennial rebirth, this fluidity of American life, this expansion westward with its new opportunities, its continuous touch with the simplicity of primitive society, furnish the forces dominating American character. The true point of view in the history of this nation is not the Atlantic coast, it is the Great West. . . . In this advance, the frontier is the outer edge of the wave —the meeting point between savagery and civilization."

Frederick Jackson Turner, historian, "The Significance of the Frontier in American History," 1893

"[T]he history of the West is a study of a place undergoing conquest and never fully escaping its consequences. . . . Deemphasize the frontier and its supposed end, conceive of the West as a place and not a process, and Western American history has a new look. First, the American West was an important meeting ground, the point where Indian America, Latin America, Anglo-America, Afro-America, and Asia intersected. . . . Second, the workings of conquest tied these diverse groups into the same story. Happily or not, minorities and majorities occupied a common ground. Conquest basically involved the drawing of lines on a map, the definition and allocation of ownership (personal, tribal, corporate, state, federal, and international), and the evolution of land from matter to property."

Patricia Nelson Limerick, historian, The Legacy of Conquest: The Unbroken Past of the American West, 1987

- 3. Using the excerpts above, answer parts a, b, and c.
- a) Briefly explain ONE major difference between Turner's and Limerick's interpretations.
- b) Briefly explain how someone supporting Turner's interpretation could use ONE piece of evidence from the period between 1865 and 1898 not directly mentioned in the excerpt.
- c) Briefly explain how someone supporting Limerick's interpretation could use ONE piece of evidence from the period between 1865 and 1898 not directly mentioned in the excerpt.

- 4. Answer parts a, b, and c.
- a) New forms of mass culture emerged in the United States in the 1920s and in the 1950s. Briefly explain ONE important similarity in the reasons why new forms of mass culture emerged in these two time periods.
- b) Briefly explain ONE important similarity in the effects of new forms of mass culture in these two time periods.
- c) Briefly explain ONE way in which some Americans responded critically to new forms of mass culture in either period.

END OF SECTION I

IF YOU FINISH BEFORE TIME IS CALLED, YOU MAY CHECK YOUR WORK ON THIS SECTION. DO NOT GO ON TO SECTION II UNTIL YOU ARE TOLD TO DO SO.

QUESTION 1
GOLDHON 1
l.

QUESTION 2

QUESTION 3	
	1.00

QUESTION 4			
GOLOTION 7			
	-		
	_		
	-		
	-		
	_		
	-		
	-		
	-		
	_		
	-		
	-		
	_		
	•		

AP[®] United States History Exam

SECTION II: Free Response

DO NOT OPEN THIS BOOKLET UNTIL YOU ARE TOLD TO DO SO.

At a Glance

Total Time

1 hour, 35 minutes Number of Questions 2

Percent of Total Score 40%

Writing Instrument

Pen with black or dark blue ink

Reading Period

Time

15 minutes. Use this time to read the questions and plan your answer to Question 1, the document-based question.

Writing Period

Time

1 hour, 20 minutes

Question 1 (DBQ): Mandatory

Question 1 (DBQ)
Suggested Time
45 minutes
Percent of Total Score
25%

Question 2 or 3: Choose One Question

Answer either question 2 or 3

Suggested Time 35 minutes

Percent of Total Score 15%

IMPORTANT Identification Information

PL	EASE PRINT WITH PEN:	
1.	First two letters of your last name First letter of your first name	4. Unless I check the box below, I grant the College Board the unlimited right to use, reproduce, and publish my free-response
2.	Date of birth Month Day Year	materials, both written and oral, for educational research and instructional purposes. My name and the name of my school will not be used in any way in connection with my free-response materials. I understand that I am free to mark "No" with no effect on my score or its reporting.
3.	Six-digit school code	

No, I do not grant the College Board these rights.

Instructions

The questions for Section II are printed in the orange Questions and Documents booklet. You may use that booklet to organize your answers and for scratch work, but you must write your answers in this Section II: Free Response booklet. No credit will be given for any work written in the Questions and Documents booklet.

The proctor will announce the beginning and end of the reading period. You are advised to spend the 15-minute period reading the question and planning your answer to Question 1, the document-based question. If you have time, you may also read Questions 2 and 3. Do not begin writing in this booklet until the proctor tells you to do so.

Section II of this exam requires answers in essay form. Write clearly and legibly. Circle the number of the question you are answering at the top of each page in this booklet. Begin each answer on a new page. Do not skip lines. Cross out any errors you make; crossed-out work will not be scored.

Manage your time carefully. The proctor will announce the suggested time for each part, but you may proceed freely from one part to the next. Go on to Question 2 or 3 if you finish Question 1 early. You may review your responses if you finish before the end of the exam is announced.

After the exam, you must apply the label that corresponds to the long-essay question you answered—Question 2 or 3. For example, if you answered Question 2, apply the label 2. Failure to do so may delay your score.

UNITED STATES HISTORY **SECTION II**

Total Time—1 hour, 35 minutes

Question 1 (Document-Based Question) Suggested reading period: 15 minutes Suggested writing period: 45 minutes

Directions: Question 1 is based on the accompanying documents. The documents have been edited for the purpose of this exercise. You are advised to spend 15 minutes reading and planning and 45 minutes writing your answer.

Write your responses on the lined pages that follow the question.

In your response you should do the following.

- State a relevant thesis that directly addresses all parts of the question.
- Support the thesis or a relevant argument with evidence from all, or all but one, of the documents.
- Incorporate analysis of all, or all but one, of the documents into your argument.
- Focus your analysis of each document on at least one of the following: intended audience, purpose, historical context, and/or point of view.
- Support your argument with analysis of historical examples outside the documents.
- Connect historical phenomena relevant to your argument to broader events or processes.
- Synthesize the elements above into a persuasive essay that extends your argument, connects it to a different historical context, or accounts for contradictory evidence on the topic.
- 1. Compare and contrast views of United States overseas expansion in the late nineteenth and early twentieth centuries. Evaluate how understandings of national identity, at the time, shaped these views.

Source: E. E. Cooper, African American editor of the Washington, D.C., newspaper Colored American, newspaper articles, 1898.

March 19: [The war with Spain will result in a] quickened sense of our duty toward one another, and a loftier conception of the obligations of government to its humblest citizen. . . . April 30: [Black participation in the war will bring about] an era of good feeling the country over and cement the races into a more compact brotherhood through perfect unity of purpose and patriotic affinity [where White people will] . . . unloose themselves from the bondage of racial prejudice.

Document 2

Source: William Graham Sumner, sociology professor at Yale University, "The Conquest of the United States by Spain," speech given at Yale in 1899.

The Americans have been committed from the outset to the doctrine that all men are equal. We have elevated it into an absolute doctrine as a part of the theory of our social and political fabric. . . . It is an astonishing event that we have lived to see American arms carry this domestic dogma out where it must be tested in its application to uncivilized and half-civilized peoples. At the first touch of the test we throw the doctrine away and adopt the Spanish doctrine. We are told by all the imperialists that these people are not fit for liberty and self-government; that it is rebellion for them to resist our beneficence; that we must send fleets and armies to kill them if they do it; that we must devise a government for them and administer it ourselves; that we may buy them or sell them as we please, and dispose of their "trade" for our own advantage. What is that but the policy of Spain to her dependencies? What can we expect as a consequence of it? Nothing but that it will bring us where Spain is now.

Source: Statement attributed to President William McKinley, describing to a church delegation the decision to acquire the Philippines, 1899.

When next I realized that the Philippines had dropped into our laps, I confess I did not know what to do with them. I sought counsel from all sides—Democrats as well as Republicans—but got little help. . . . I walked the floor of the White House night after night until midnight; and I am not ashamed to tell you, gentlemen, that I went down on my knees and prayed to Almighty God for light and guidance more than one night. And one night late it came to me this way—I don't know how it was, but it came:

- (1) That we could not give them back to Spain—that would be cowardly and dishonorable;
- (2) That we could not turn them over to France or Germany, our commercial rivals in the Orient—that would be bad business and discreditable;
- (3) That we could not leave them to themselves—they were unfit for self-government, and they would soon have anarchy and misrule worse than Spain's was; and
- (4) That there was nothing left for us to do but to take them all, and to educate the Filipinos, and uplift and civilize and Christianize them and by God's grace do the very best we could by them. . . .

And then I went to bed and went to sleep, and slept soundly, and the next morning I sent for the chief engineer of the War Department (our map-maker), and I told him to put the Philippines on the map of the United States [pointing to a large map on the wall of his office], and there they are and there they will stay while I am president!

Document 4

Source: Jane Addams, social reformer, "Democracy or Militarism," speech given in Chicago, 1899.

Some of us were beginning to hope that . . . we were ready to accept the peace ideal . . . to recognize that . . . the man who irrigates a plain [is] greater than he who lays it waste. Then came the Spanish war, with its gilt and lace and tinsel, and again the moral issues are confused with exhibitions of brutality. For ten years I have lived in a neighborhood which is by no means criminal, and yet during last October and November we were startled by seven murders within a radius of ten blocks. A little investigation of details and motives . . . made it not in the least difficult to trace the murders back to the influence of the war. . . . The newspapers, the theatrical posters, the street conversations for weeks had to do with war and bloodshed. The little children on the street played at war, . . . killing Spaniards. The humane instinct . . . gives way, and the barbaric instinct asserts itself.

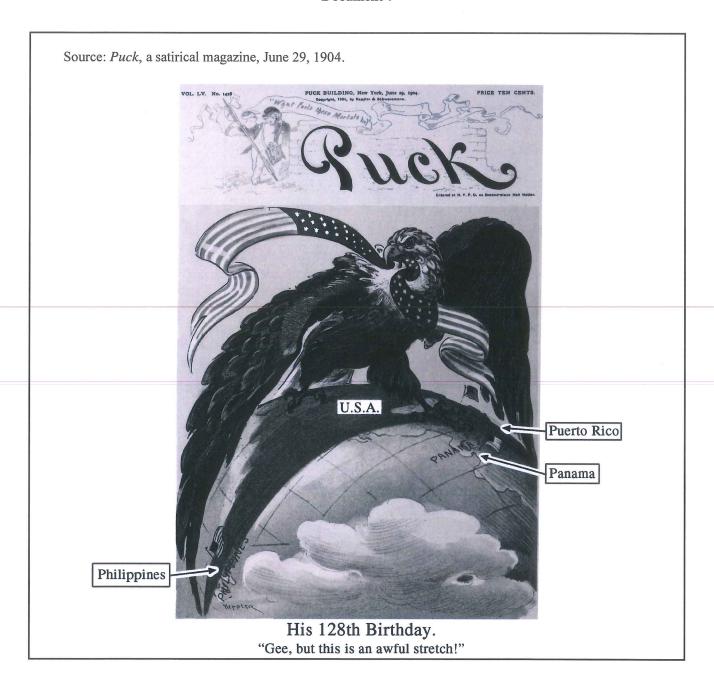
Source: Theodore Roosevelt, "The Strenuous Life," speech given to business owners and local leaders, Chicago, 1899.

The Philippines offer a [grave] problem.... Many of their people are utterly unfit for self-government, and show no signs of becoming fit. Others may in time become fit but at present can only take part in self-government under a wise supervision, at once firm and beneficent. We have driven Spanish tyranny from the islands. If we now let it be replaced by savage anarchy, our work has been for harm and not for good. I have scant patience with those who fear to undertake the task of governing the Philippines, and who openly avow that they do fear to undertake it, or that they shrink from it because of the expense and trouble; but I have even scanter patience with those who make a pretense of humanitarianism to hide and cover their timidity, and who cant about "liberty" and the "consent of the governed," in order to excuse themselves for their unwillingness to play the part of men. . . . Their doctrines condemn your forefathers and mine for ever having settled in these United States.

Document 6

Source: William Jennings Bryan speech, campaign for the presidency, 1900.

Imperialism is the policy of an empire. And an empire is a nation composed of different races, living under varying forms of government. A republic cannot be an empire, for a republic rests upon the theory that the government derive their powers from the consent of the governed and colonialism violates this theory. We do not want the Filipinos for citizens. They cannot, without danger to us, share in the government of our nation and moreover, we cannot afford to add another race question to the race questions which we already have. Neither can we hold the Filipinos as subjects even if we could benefit them by so doing.... Our experiment in colonialism has been unfortunate. Instead of profit, it has brought loss. Instead of strength, it has brought weakness. Instead of glory, it has brought humiliation.



END OF DOCUMENTS FOR QUESTION 1

Question 2 or Question 3

Suggested writing period: 35 minutes

Directions: Choose EITHER question 2 or question 3. You are advised to spend 35 minutes writing your answer. Write your responses on the lined pages that follow the questions.

In your response you should do the following.

- State a relevant thesis that directly addresses all parts of the question.
- Support your argument with evidence, using specific examples.
- Apply historical thinking skills as directed by the question.
- Synthesize the elements above into a persuasive essay that extends your argument, connects it to a different historical context, or connects it to a different category of analysis.
- 2. Evaluate the extent to which trans-Atlantic interactions from 1600 to 1763 contributed to maintaining continuity as well as fostering change in labor systems in the British North American colonies.
- 3. Evaluate the extent to which increasing integration of the United States into the world economy contributed to maintaining continuity as well as fostering change in United States society from 1945 to the present.

WHEN YOU FINISH WRITING, CHECK YOUR WORK ON SECTION II IF TIME PERMITS.

STOP

END OF EXAM

Mandatory $oldsymbol{1}$	Circle one 2 or 3	

Circle the question number that you are answering on this page.

Circle one

Mandatory

	<u> </u>	2 or 3	
RC000000000000000000000000000000000000			

	, , , , , , , , , , , , , , , , , , ,	The second secon	
			•
			WIN
			W. W. W. W. W. W. W. W. W. W. W. W. W. W

Reg. 322016 (2014) 005 (1004) 005 (1004) 005 (1004) 005 (1004) 005 (1004) 005 (1004) 005 (1004) 005 (1004) 005			

		######################################	
MATERIAL SERVICE SERVI	COMPANIES TO THE THE THE THE THE THE THE THE THE THE		· · · · · · · · · · · · · · · · · · ·

	Mandatory	Circle one	
	1	2 or 3	
· · · · · · · · · · · · · · · · · · ·	NEWS MET A DE A DE A DE A DE A DE A DE A DE A		
+ 171 (1970-1979) and 1980-1980-1980-1980-1980-1980-1980-1980-			
			Personal designation of the second of the se
· · · · · · · · · · · · · · · · · · ·			

Circle the question number that you are answering on this page.

Mandatory

Circle one

1	2 or 3	

	Mandatory 1	Circle one 2 or 3	
L	J		
		The second secon	
And Afficiation of the Association			
Под домина пробене в поставления поставления поставления поставления поставления поставления поставления постав			

	Mandatory	Circle one	
	1	2 or 3	
L			
EXECUTE 100 (100 (100 (100 (100 (100 (100 (100	144-00-0		
-			
		V2000-10-10-10-10-10-10-10-10-10-10-10-10-	
Militari Africa		, , , , , , , , , , , , , , , , , , , ,	AMAN
	, , , , , , , , , , , , , , , , , , , ,		NO. COLUMN TO SERVICE AND ADDRESS OF THE PROPERTY OF THE PROPE
			What he was a second of the se
			and the second s
			the sacrate management with the sacrate management and the sacrate manageme
		7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7	
		ACCUMANTAL COLUMN TO THE COLUM	
, r		(0)0000	
	У		
		, , , , , , , , , , , , , , , , , , ,	
		Web and the second seco	

	Mandatory 1	Circle one 2 or 3	
	1986 Advisor - 1987 - 1986 Advisor -	78-78-64-6-1	

Avenue de la constitución de la			
			THE WAY I
	400000000000000000000000000000000000000		

Circle one

Mandatory

	1	2 or 3	
100000000000000000000000000000000000000			
Processing the second s			
			The state of the s
		· .	
No.			
Minute and the second s			

• · · · · · · · · · · · · · · · · · · ·			
, , , , , , , , , , , , , , , , , , ,			NA
			_

Circle one

Mandatory

	1	2 or 3	
	7.5.5.5.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6.6.		
			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
and the state of t			
		VII. (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	

		4.5.0	

	Mandatory	Circle one	
		2 or 3	
L	<u> </u>	2 01 3	
	And the second s		
Washington and the second seco			
4-0		AMMANA	
NAME OF THE PARTY	The second secon		AND AND A HARMAN AND AND AND AND AND AND AND AND AND A
			Marine and the second s
			SCHOOL STATE OF THE STATE OF TH
	. Постанувания по постанувания по постанувания по постанувания по постанувания по постанувания по постанувания		
		***************************************	Oh with the second seco

			ALCONOMIC TO THE PROPERTY OF T
		111111111111111111111111111111111111111	
			MACON CONTRACTOR OF THE PROPERTY OF THE PROPER
			A SAME MARKET AND A SAME AND A SA

Circle one

Mandatory

	1	4	2 or 3		
				COLIMATION OF THE PROPERTY OF	
					TO COMPANY AND A STATE OF THE S
		PARTIES AND AND AND AND AND AND AND AND AND AND			
	A CONTRACTOR OF THE CONTRACTOR		Production of the second secon		
					*** CHUROMOO O O O O O O O O O O O O O O O O O
					1 Y 2 C 1 S 1
		MANAGEM (19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5 - 19.5			The state of the s
	AMA AMA	The state of the s			
					1200-1

		440000000000000000000000000000000000000			
	Commission of the Commission o				
	10.5.12.9 http://www.neuron.com/			PR-A	
	VANCOUND TO THE RESIDENCE OF THE SECOND TO T				
					Michigan and purpose of the state of the sta
			Water Control of the		
				A STATE OF THE STA	BMSW-hammer systems
	NAME OF THE PROPERTY OF THE PR			744 M. S. C. C. C. C. C. C. C. C. C. C. C. C. C.	
					-W444400 0000000000000000000000000000000

Circle the question number that you are answering on this page.

Circle one

Mandatory

	2 or 3	
MMANAGEMENT (1987)		
, , , , , , , , , , , , , , , , , , , ,		
		

EXCLUSIVE: Texas is 'Nation's Last Best Chance' to Block APUSH, Say Experts



by Merrill Hope 11 Sep 2014 22 post a comment

DALLAS, Texas -- Yesterday, College Board Vice President Trevor Packer defended the redesigned Advanced Placement U.S. History (APUSH) framework in a letter to colleagues. The new framework has come under fire nationally for a highly politicized agenda that undermines traditional American and Western cultural values. *Breitbart News* has reported extensively on APUSH.

Tonight, in a letter released exclusively to *Breitbart Texas*, the most prominent educational experts and policy makers at the forefront of the APUSH fight have responded to Packer's letter with an urgent plea to Texas State Board of Education (SBOE) chair Barbara Cargill, calling Texas the "nation's last best chance to block the College Board's APUSH power grab." They urged her to stand strong and not bend on College Board promises in Packer's letter.

Next week, the full board meets to introduce and vote on a resolution put forth by board member Ken Mercer. This resolution will request that the College Board rewrite the APUSH course and exam "in a transparent manner to accurately reflect U. S. history without a political bias and to respect the sovereignty of Texas over its education curriculum," *Breitbart Texas* reported.

Texas plays a critical role, representing 10% of the College Board's AP market. It could well mark a turning point in the APUSH battle with the resolution's passage, to "stand against the nationalization of American education and stand in favor of our country's deep tradition of local control of the schools," the letter's authors wrote to Cargill.

Authored by Peter Wood, President, National Association of Scholars; Stanley Kurtz, Senior Fellow, Ethics and Public Policy Center; Jane Robbins, Senior Fellow, American Principles Project; Emmett McGroarty, Executive Director, American Principles Project Education; Larry Krieger, Retired AP Teacher and Author; Ronald Radosh, Adjunct Fellow, The Hudson Institute, Prof. Emeritus of History, The City University of New York; and Dr. Sandra Stotsky, the letter to Cargill reads, in its entirety:

"We, the signatories of this rejoinder, have been among the leading critics of the redesigned Advanced Placement United States History (APUSH) standards issued by the College Board in October 2012. Our substantive criticisms of the new APUSH Framework are a matter of record. We have come together to issue this statement out of concern that the College Board has issued a misleading and inadequate response to those criticisms, apparently in an effort to forestall corrective action by the Texas State Board of Education.

Our criticisms have covered nine main points: (1) The new APUSH attempts to impose national standards that will inevitably circumvent state standards and local control. (2) It is a detailed curriculum deceptively put forward as a mere framework. (3) It is ideologically slanted in favor of progressive interpretations of American history. (4) It gives short shrift to or omits important topics. (5) It purports to train students to be "apprentice historians" without laying a solid foundation in historical knowledge. (6) Its emphasis on documentary sources lacks many seminal documents. (7) It falsely presents itself as flexible for teachers. (8) It fails to provide teachers with adequate preparation materials. (9) It was written and reviewed by committees dominated by individuals hostile to traditional American history and fails to gives serious attention to American exceptionalism.

Vice President Packer's letter to the Texas Board of Education is a diversion from and not a response to our criticisms. Most importantly, our first point still stands: the College Board has set itself up as an unaccountable national school board. The "framework" embodies this.

Mr. Packer's answer is that after months of ignoring critics, the College Board will now welcome "feedback." Such an approach just entrenches the mistaken ideas that we need national standards and that the College Board can be relied on to tell us what they should be. Who gave the College Board this authority?

If the College Board may once have deserved that trust, it no longer does. In promulgating this new Framework, it has shown ideological partisanship and bias. It has also cast off its traditional deference to teachers, states, and school districts, and replaced it with a College-Board-knowsbest attitude. Its willingness to consider "feedback" falls far short of respecting the intelligence and autonomy of the states and the schools. The College Board offers that concession because it now sees itself faced with public resistance to its partisan version of history. Will the "feedback"

it receives matter when the heat is off? Does anyone really believe that writing and submitting comments to the same committee that wrote the standards will have any affect whatsoever?

We do not find this offer timely or likely to lead to the substantial changes that are needed.

The new APUSH is in large measure a stealth attempt to impose a radical rejectionist view of America's traditional claim to be a nation founded on an exceptional commitment to freedom and equality. Nibbling around the edges of this radical vision by allowing teachers to add a few themes of their own will not change its character. Mr. Packer is asking Texas to shelve these worries so that the College Board can institutionalize its program and get on with the work of encouraging textbooks and supplementary materials and teacher training that, once in place, will be almost impossible to amend or improve.

The College Board's new commitment to "clarify" its instructions does nothing but repeat its talking point that the Framework is "flexible." The old five-page APUSH Topic Outline that the "redesigned" Framework replaces was flexible. The new 52-page content outline is anything but flexible. It provides no opportunity to study the essentials of American political history as anything more than fleeting illustrations of minor themes.

Mr. Packer emphasizes that the Framework offers a perspective congenial to some college history teachers. Indeed it does, but Texas and other states are under no obligation to mold the teaching of American history to the views of radical historians who dislike the United States. AP U.S. history will, for many students, be their last survey course in American history. In its current form, it will leave students with a permanently impoverished understanding of their nation's history.

Telling high school students that they are free to "disagree" with the Framework after telling them that these ideas are common to college survey courses is meaningless. The Framework inculcates a settled view that deflects dissent from its premise that the history of America is a history of crime and injustice perpetrated by the elites on everyone else. Students, moreover, will clearly understand that the AP tests will incorporate the same biases.

The Texas State Board of Education may be the nation's last best chance to block the College Board's power grab. We urge you not to give in to the College Board's efforts at misdirection and camouflage. Its promises of welcoming feedback and ensuring fairness through lengthy public review are a stall. The constitutional principle whereby states are granted control of America's educational system is thoroughly at odds with the College Board's efforts to nationalize the curriculum.

To accept the new Framework is to grant legitimacy to an illegitimate enterprise. We urge the Texas State Board of Education to stand fast against the nationalization of American education, and stand in favor of our country's deep tradition of local control of the schools."

Earlier today, *Breitbart Texas* spoke to Cargill about yesterday's letter from Packer. She said, "While I appreciate the College Board has responded with an action plan, until the wording of key concepts in the framework are changed, the APUSH debate will not go away."

She added that has said to College Board President David Coleman "that anything you do, unless you are specifically moving forward on changing the key concepts, is just putting band-aids on the blistering controversy."

The resolution will be offered at the \underline{SBOE} meetings $\underline{September}$ 16-19 in Austin.

Follow Merrill Hope on Twitter <u>@OutOfTheBoxMom.</u>





To:

CCSD Board of Trustees

Re:

AP U.S. History Resolution (APUSH)

Date:

October 27, 2014

From:

Dr. Lisa Herring

"Charleston County School District's position is in accordance with state law. We maintain our expectation that our AP US History teachers, as well as all of our teachers in the district, teach the South Carolina academic standards for Social Studies."

Please note that the State Board of Education is meeting in November to also consider a resolution on APUSH.

October 20, 2014

Memorandum To The Charleston County School Board of Trustees

Subject: Board Agenda: Request to amend Act 340 of 1967. The Board will

consider a revision to Act 340. Type of Request: Action.

From: Moffly, Ducker, Collins and Ascue.

1. Discussion: The existing language of Act 340 of 1967, Section 3 states:

- "(A) The members of the board shall receive a per diem allowance of twenty-five dollars for meetings actually attended, not exceeding fifty meetings in any calendar year and mileage at the rate of nine cents per mile for each mile of travel from the place of his residence to and from such meetings" (As last amended by Act 142 of 1975, is further amended by Act 230 of 1983) A majority of the board members shall constitute the action of the board. "Any member who is absent from five consecutive meetings of the board within one year without just cause may be removed from the board upon a majority vote of the members." (As last amended by Act 230 of 1983, is further amended by Act 581 of 1984) The terms of office of the members of the county board of education of Charleston County shall be terminated on June 30, 1967.
- "(B) Notwithstanding any other provisions of law, the members of the respective boards of trustees of the several constituent districts shall receive a per diem allowance of fifteen dollars for meetings actually attended, not exceeding fifty meetings per year." (As last amended by Act 142 of 1975, is further amended by Act 230 of 1983)
- 2. A review of the legislation reveals the following deficiencies:
 - a. The provisions specifying the per diem for board members has not been updated since 1983.
 - b. The mileage rate does not match the Federal Standard.
 - c. With the restructure of the Board, most members exceed the annual 50 meeting cap imposed by the legislation.

Item 3(A) and 3(B) of Section 3 of Act 340 of 1967, as last amended by Act 230 of 1983, requires a revision.

- 3. Proposed revision: The proposed legislation deletes the requirement for a specific per diem amount and rate for travel. If passed by the Legislation and signed by the Governor, the Board would construct a policy to address the compensation and travel for county and constituent board members. Section 3 is revised to state:
 - (A) The members of the board shall receive a per diem allowance for meetings actually attended, and mileage for each mile of travel from the place of his residence to and from such meetings. A majority of the board members shall constitute the

action of the board. Any member who is absent from five consecutive meetings of the board within one year without just cause may be removed from the board upon a majority vote of the members."

- (B) Notwithstanding any other provisions of law, the members of the respective boards of trustees of the several constituent districts shall receive a per diem allowance for meetings actually attended, and mileage from the place of his residence to and from such meetings."
- 4. Recommendation: The General Counsel shall compose a letter to the Charleston Legislative Delegation signed by the Board Chair requesting that they enact the proposed revisions.



TO:

Board of Trustees



75 Calhoun Street Charleston, SC 29401

Chief of Finance, Operations & Capital Programs BOARD AGENDA ITEM

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 materia	al is submitted for:	✓ Action✓ Open	☐ Information☐ Executive		
Respectfully submitted:					
	cGinley, Ed.D dent of Schools	Ch	chael L. Bobby ief of Finance, Operations & pital Programs		
N/A Jeffrey Borowy, Deputy of Capital Programs					
Todd Garre Audit & Fin	ett, Chair ance Committee	_ 🗗	Item voted on and recommended for Board A&F Committee on		

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.

TABLE OF CONTENTS

ARTICLE I FINDINGS OF FACT

Section 1.01	Objectives of Expenditures			
Section 1.02	Recital of Statutory Authorization.			
Section 1.03	n 1.03 Recital of Applicable Constitutional Provisions.			
	ARTICLE II			
	DEFINITIONS AND CONSTRUCTION			
Section 2.01	Definitions	4		
Section 2.02	Construction.	5		
	ARTICLE III ISSUANCE OF BONDS			
Section 3.01	Issuance of Bonds.			
Section 3.02	Maturity Schedule of Bonds			
Section 3.03	Provision for Payment of Interest on the Bonds			
Section 3.04	Medium of Payment; Form and Denomination of Bonds; Place of Payment of Principal Installments and Interest.	f 7		
Section 3.05	Agreement to Maintain Registrar and Paying Agent.			
Section 3.05	Execution and Authentication.			
Section 3.07	Exchange of Bonds.			
Section 3.07	Transferability and Registry.			
Section 3.08 Section 3.09	Transfer of Bonds			
Section 3.10	Regulations with Respect to Exchanges and Transfers.			
Section 3.10	Mutilated, Destroyed, Lost and Stolen Bonds			
Section 3.11	Holder As Owner of Bond.	10		
Section 3.12 Section 3.13	Cancellation of Bonds.			
Section 3.14	Payments Due on Saturdays, Sundays and Holidays.			
Section 3.17 Section 3.15	Conditions Relating to Naming of Interest Rates.			
Section 3.16	Tax Exemption in South Carolina.			
Section 3.17	Order of Tax Levy to Pay Principal and Interest of Bonds.			
Section 3.17	Notice to Auditor and Treasurer to Levy Tax.			
Section 3.19	Bonds Issued in Book-Entry-Only Form.			
Section 3.19	Form of Bond.			
	ARTICLE IV PURCHASE OF BONDS			
Section 4.01	Purchases of Bonds Outstanding.	13		
	ARTICLE V			
	SALE OF BONDS			
Section 5.01	Determination of Time to Receive Bids	14		
Section 5.02	Award of Bonds.	14		
Section 5.03	Preliminary Official Statement and Official Statement.	14		

ARTICLE VI DISPOSITION OF PROCEEDS OF SALE OF BONDS

Section 6.01	Disposition of Bond Proceeds Including Temporary Investments	15
	ARTICLE VII DEFEASANCE OF BONDS	
Section 7.01	Discharge of Resolution - Where and How Bonds are Deemed to have been Pa	nid and 16
	ARTICLE VIII FEDERAL TAX CONSIDERATIONS	
Section 8.01	Compliance with the Code	17
Section 8.02	Ability to Meet Arbitrage Requirements	18
	ARTICLE IX MISCELLANEOUS	
Section 9.01	Failure to Present Bonds.	19
Section 9.02	Severability of Invalid Provisions	19
Section 9.03	Successors.	19
Section 9.04	Resolution to Constitute Contract.	19
Section 9.05	Continuing Disclosure	19
Section 9.06	Filing of Copies of Resolution.	20
EXHIBIT B -	LIST OF IMPROVEMENTS FORM OF BOND	
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 <u>Definitions.</u>

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 <u>Exhibit C</u>, 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 <u>Issuance of Bonds.</u>

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 $(1/8^{th})$ or one twentieth $(1/20^{th})$ 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 <u>Disposition of Bond Proceeds Including Temporary Investments.</u>

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 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:		

EXHIBIT A

LIST OF IMPROVEMENTS

Construction projects

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

(FORM OF BOND)

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

No. 1			\$
INTEREST RATE %	MATURITY DATE March 1, 20	ORIGINAL ISSUE DATE, 2014	CUSIP
Registered Holder:	CEDE & CO.		

Principal Amount: DOLLARS

KNOW ALL MEN BY TH

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 bookentry 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	E OF AUTHENTICATION			
This Bond is one of the Bonds of the is	sue 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 a	and Address of	Transfere	ee)	.16-31	4000-700	
attorne	ithin bond a ey to transfe cution in the	and does hereby er the within bo premises.	rirrevo	cably constitut the books kept	e and ap for reg	ppoint istration th	ereof, v	with full po	wer of
Dated	:								
Signat	ture Guarante	eed		(Authoriz	ed Office	r)			
(Signature must be guaranteed by a participant in the Securities Transfer Agent Medallions Program (STAMP))				correspon appears u	d with th pon the fa , without	ace of the v	he regis vithin bo	ent must tered owner and in every gement or an	

EXHIBIT C

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. <u>Definitions</u>. 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 Agreement 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 desires 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. <u>CUSIP Numbers</u>. 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. <u>Termination of Reporting Obligation</u>. 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. <u>Disclosure Dissemination Agent</u>. 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. <u>Beneficiaries</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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.

day of _	WHEREOF, I have 2014.	hereunto set my	Hand and the	Seal of the D	istrict, this
(SEAL)					
		Secretary,	Board of Truste	ees	