

Charleston > excellence is our standard  
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

**SUPERINTENDENT'S OFFICE  
BOARD AGENDA ITEM**

**TO:** Board of Trustees  
**FROM:** Gerrita Postlewait  
**DATE:** October 12, 2015  
**SUBJECT:** Agenda: Board Work Session, October 20

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

Respectfully submitted:

Gerrita Postlewait Superintendent of Schools	<i>Gerrita Postlewait</i>
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**SUBJECT:** All Board members have confirmed that they will attend a Board Work Session on October 20 from 12:00 to 6:00 at the City of North Charleston, Buist Room.

**BACKGROUND:** The Board agreed to a Work Session to accomplish mission-critical understandings about the work of the district and the roles of the Board and Superintendent.

**DISCUSSION:** Work Session Objectives:

- To learn more about the State of South Carolina Education Oversight Committee's views on state vs. local accountability systems
- To hear from a local business person's view regarding the value of a tool that measures an individual's readiness for workplace success
- To learn more about the approach Kentucky used to establish an accountability system focused on evidence that students were career / college ready and consider elements of that system that might be appropriate for use in Charleston County Schools.
- To review at least 10 Implementation Plans for district's highest priority areas
- To establish clearer parameters around Board and Superintendent roles in carrying out the implementation plans toward established goals.

**RECOMMENDATION:** For information only.

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Agenda

- I. **Lunch** (11:45 am– 12:30 pm )
- II. **Ms. Melanie Barton, Executive Director, SC Education Oversight Committee**  
(12:30 pm)
- III. **Ms. Margaret Rush:** Work Keys: One Tool for Gauging Student Readiness  
(1:00 pm)
- IV. **Dr. Terry Holliday, former State Commissioner, Kentucky** – Creating an  
Evidence-based System Focused on Indicators of Career, College and Citizenship  
Readiness (1:30 pm)
- V. **Break**
- VI. **Review 10 Implementation Plans: CCSD Highest Priorities, 2016-17**
- VII. **Draft CCSD Annual Board Agenda related to highest priorities** (3:30pm)
- VIII. **With respect to the priorities we have identified,** (4:30pm)
  - The Board is responsible for...
  - The Superintendent is responsible for...
  - At the end of each quarter, we will hold each other accountable for....
  - What evidence will we accept that each party has fulfilled their commitments?
- IX. **Next Steps** (5:30pm)
- X. **Adjourn** (6:00pm)

# SAMPLE ACTION PLAN For Strategy # 8

## GOALS, 2015-16

### Advanced Standard #2 – Teaching & Assessing for Learning

GOAL	By Oct. 1	By Jan 1	By Mar 1	Deliverable – By July 1
<b>Strategy #8:</b> The Secondary Learning Community will develop a plan for implementation during the 2016-2017 school year to significantly increase the number of students who are college, career and citizenship ready, thereby reducing the number of CCSD students in need of remediation at the post-secondary level.	<ul style="list-style-type: none"> <li>Meet w/ Melissa Stowasser, TTC liaison to access longitudinal data reflecting CCSD students taking the COMPASS admissions test and posting scores that require remedial classes.</li> </ul>	<ul style="list-style-type: none"> <li>Review Program of Studies for 2015-2016 with each high school Principal focusing on courses to be offered 2015-2016 for students that contribute to their college and career readiness.</li> </ul>	<ul style="list-style-type: none"> <li>Identify supports that need to be in place in order to support all students (at risk → honors) to insure that we are closing the readiness gap.</li> </ul>	<ul style="list-style-type: none"> <li>Analysis of data that reflects longitudinal data reflecting CCSD students entering college without the need for remedial courses at the post-secondary level.</li> <li>Action plans in each CCSD high school that align:               <ol style="list-style-type: none"> <li>(1) Test data</li> <li>(2) Interventions</li> <li>(3) Test preparation</li> <li>(4) Program of Study for 2016-2017</li> </ol> </li> </ul>
	<ul style="list-style-type: none"> <li>Share data with CCSD high schools.</li> </ul>	<ul style="list-style-type: none"> <li>Collect data from Fall COMPASS test administration and analyze data.</li> </ul>	<ul style="list-style-type: none"> <li>Integrate the supports identified in the Annual School Renewal plan / assignment of resources (people, time, funding).</li> </ul>	
	<ul style="list-style-type: none"> <li>Work w/ schools to compare student's historical grades in English, Math, MAP scores with COMPASS score.</li> </ul>	<ul style="list-style-type: none"> <li>Share data analysis with each high school Principal and Instructional Coaches.</li> </ul>		

SMART GOALS – Specific, Measurable, Attainable, Relevant, Time-bound

	<ul style="list-style-type: none"> <li>Have Lucy Beckham describe the intervention model used at Wando to decrease the # of students in need of post - secondary remediation.</li> <li>Conduct professional development for 1 – 3 Edgenuity teachers / Test Coordinators in each high school to administer COMPASS Test Prep followed by ACT Test Prep.</li> <li>Work with SLC Instructional Coaches and high school Test Coordinators / Principals to conduct test prep sessions.</li> </ul>	<ul style="list-style-type: none"> <li>Collect data from ACT test administration 2015.</li> <li>Conduct planning sessions with high school Principals regarding action plans to address needs for each school that support student readiness for college &amp; career.</li> <li>Review test prep plans / activities with each Principal in preparation for spring test administrations.</li> <li>Conduct discussions with Principals regarding grading practices that reflect support for authentic student achievement.</li> </ul>	<ul style="list-style-type: none"> <li>Work with each school leadership team to determine a % of students who are college ready / passed college entrance exams thus do not require remediation courses.</li> <li>Review plans for communication of career &amp; college readiness plans to faculty, students and families</li> </ul>	<p>(5) School Improvement Plan/Commitment of Resources to support progress toward the SLC college, career, citizenship readiness goal</p> <p>(6) Communication plan for each school to increase commitment from students, families and teachers to support the readiness goal.</p>
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County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

Superintendent's Office  
BOARD AGENDA ITEM

**TO:** Board of Trustees  
**FROM:** Gerrita Postlewait  
**DATE:** October 12, 2015  
**SUBJECT:** Superintendent's 90-Day Review

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

Respectfully submitted:

Gerrita Postlewait Superintendent of Schools	<i>Gerrita Postlewait</i>
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**SUBJECT:** The superintendent will review progress to date against the 20 deliverables that were established in the 90-Day Entry Plan

**BACKGROUND:** On July 27, 2015 Board members received a copy of the superintendent's 90-Day Entry Plan that included five major goal areas, sample activities, and 20 deliverables. October 12 marks the superintendent's 68<sup>th</sup> day on the job. Board members will receive a status report on accomplishments to date.

**DISCUSSION:** Board members will review the 90-Day Entry Plan Status Report and provide feedback to the superintendent regarding course correction and areas for greater emphasis.

**RECOMMENDATION:** For information. No action necessary

# Superintendent's 90-Day Entry Plan: Status Report

Gerrita Postlewait – October 12, 2015

## Goal 1: Establish a positive, collaborative, and productive Board-Superintendent relationship

Outcome	Actions	Deliverables	Status
Productive working relationship between Board and Superintendent	<p>Work with the Board to clarify:</p> <ul style="list-style-type: none"> <li>District purposes and short-term priorities</li> <li>Clear understanding of roles, responsibilities, and mutual expectations, accountability, and evaluation processes</li> <li>Board Committee functions, operations and relationship to Board priorities</li> <li>Communication protocols</li> </ul> <p>Meet with Board members individually</p>	<p>Board/Superintendent will share common understandings:</p> <ol style="list-style-type: none"> <li>What is our business? What is not our business?</li> <li>What results are most important? Most urgent?</li> <li>What are 2015-16 priority areas of focus?</li> <li>What are our staffing priorities?</li> <li>Draft CCSD Annual Board Agenda (2015-16)</li> </ol>	<ul style="list-style-type: none"> <li>Clarify core business, desired results at October 20 Board Work Session</li> <li>2015-16 Priorities established and prioritized</li> <li>Staffing priorities study underway; recommendations to Board by October 30</li> <li>Draft Annual Board Agenda at October 20 Work Session</li> </ul>
Effective constituent service	<p>Gain understanding and insight into needs of various communities.</p> <ul style="list-style-type: none"> <li>In conjunction with Board members, schedule visits to each community</li> <li>Establish structure and expectations for</li> </ul>	<ol style="list-style-type: none"> <li>Summary of constituent concerns</li> <li>Effective procedures and practices for</li> </ol>	<p>See attached Summary of Constituent Concerns (Appendix, Section 1)</p> <p>No procedures for Board</p>

	<p>constituent service</p> <ul style="list-style-type: none"> <li>Meet with key leaders throughout the district</li> </ul>	<p>constituent service have been implemented</p>	<p>members-to-district level constituent service established yet</p>
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## Goal 2: Build a positive district culture centered on student learning results

<p>Increase perceptions of credible, trustworthy leadership</p> <p>Shared sense of unity, purpose, vision and values</p>	<ul style="list-style-type: none"> <li>Increase personal knowledge of Charleston County School District and communities</li> <li>Establish a positive tone that informs, encourages, inspires</li> <li>Build positive, professional, and collaborative relationships</li> <li>Cultivate trust and confidence through genuine dialogue and open communication processes.</li> <li>Communicate CCSD's vision, mission, expectations and 2015-16 priorities with all internal staff in a manner that affirms, informs, encourages, inspires</li> </ul>	<p>8. Deliver at least 6 internal and 6 external speeches focused on vision, values, aspirations for students</p> <p>9. Meet with staff throughout district</p> <p>10. Conduct at least 8 focus groups internally and externally . Share summaries, analyses with Board</p>	<p>&gt; 30 internal speeches</p> <p>&gt; 12 external speeches (See Appendix, Section 3)</p> <p>Met personally with ~ 40 percent of district employees; additional meetings scheduled (See Appendix, Section 3)</p> <p>Focus group priorities included in Appendix Section 1</p>
<p>Effective internal and external communication processes</p>	<ul style="list-style-type: none"> <li>Determine adequacy and effectiveness of current communication strategies, processes, outcomes for both internal (especially principals and teachers) and external constituencies</li> </ul>	<p>11. Present recommendations to Board on or before Sept. 30</p>	<p>Summary and recommendations included in Appendix Section 2</p>

### Goal 3: Ensure a smooth launch of the new school year

<p>Every school ready to welcome staff and students— “All systems go!”</p>	<p>Meet with appropriate staff and external officials to ensure:</p> <ul style="list-style-type: none"> <li>• Safety, security measures and crisis plans up to date</li> <li>• Schools are fully staffed; contingency plans in place</li> <li>• Instructional materials, IT supports &amp; infrastructure ready; summer PD successfully completed</li> <li>• Facility readiness: adequacy of classrooms, core facilities, traffic patterns--stacking space, buildings &amp; grounds clean, attractive; summer repairs complete</li> <li>• Transportation routes and times clear and workable</li> <li>• Auxiliary supports ready, e.g., food services, nursing</li> <li>• Aug 3-14 meetings, PD well planned</li> <li>• Effective communication with parents and public</li> </ul>	<p>12. State of readiness report by August 7</p> <ul style="list-style-type: none"> <li>• District-wide</li> <li>• Per zone and school</li> </ul> <p>13. Analysis of immediate and longer-term needs, challenges and concerns</p>	<ul style="list-style-type: none"> <li>• <b>Report delivered to Board during August Board meetings</b></li> <li>• <b>Areas identified:</b> <ul style="list-style-type: none"> <li>○ Transportation</li> <li>○ Organizational cohesiveness and staff alignment,</li> <li>○ Spending reduction</li> <li>○ Strategic Plan development</li> <li>○ Local accountability system focused on metrics of academic growth and readiness</li> <li>○ IT improvements</li> <li>○ School choice processes</li> <li>○ Stability in teaching and administrative ranks</li> <li>○ Increase parental involvement</li> </ul> </li> </ul>
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**Goal 4: Learn how CCSD works. Ultimate goal—SYSTEM COHESIVENESS**

Process for responding proactively to known and anticipated issues	<p>With Board and staff:</p> <ul style="list-style-type: none"> <li>• identify and analyze urgent issues</li> <li>• Review pending legal matters with counsel</li> <li>• Identify challenges on the 6-12 month horizon</li> </ul>	<p>14. Session(s) to involve Board in identifying and prioritizing issues and responses</p> <p>Within six months, a proactive plan to address anticipated challenges</p>	<ul style="list-style-type: none"> <li>• Board identified priority areas. Plans and timeline to address anticipated challenges are under development. Draft to be presented Oct. 20</li> </ul>
Assessment of organizational effectiveness	<ul style="list-style-type: none"> <li>• Study in-depth indicators of: 1) CCSD student performance and well being, 2) degree of alignment and effectiveness of instructional programs; and 3) college/career readiness expectations (both district and individual school levels)</li> <li>• Review, possibly revise CCSD's EOC assessment proposal</li> <li>• Evaluate the district's effectiveness in meeting the needs of diverse learners</li> <li>• Meet with all district office personnel to gain greater understanding of roles and functions</li> <li>• Meet with every principal for an overview of school's performance, initiatives underway, and 6-month needs</li> <li>• Visit at least 40 schools; talk with students, staff, parents</li> </ul>	<p>On or before September 30: Identification of strengths, challenges, and opportunities</p> <p>16. Summary of observations, information, and analyses</p> <p>17. Recommendations for 2015-16 and perhaps beyond</p> <p>18. Proposed priorities and next steps</p>	<ul style="list-style-type: none"> <li>• Functional alignment assessment for Academic portion of district complete. Report provided to Board. Operational alignment study to begin by Nov.</li> <li>• More detailed recommendations to be presented to Board October 26.</li> <li>• Priorities, next steps due to Board by Oct. 20</li> </ul>



**Goal 5: Cultivate relationships to create a strong foundation for collaboration.**

Open channels of communication with area leaders	<ul style="list-style-type: none"> <li>• With Board members (as appropriate) meet with local leaders</li> <li>• Arrange a series of speaking engagements with business and civic organizations</li> <li>• Meet with heads of public service agencies for children and families</li> </ul> <p>Meet with community leaders as arranged by individual Board members</p>	<p>19. At least 14 meetings completed. Target groups include:</p> <ul style="list-style-type: none"> <li>• Legislative Delegation</li> <li>• Mayors, Police Chiefs of each municipality</li> <li>• Area Constituent Boards</li> <li>• Charleston County Government officials</li> <li>• State Superintendent and EOC head</li> <li>• Ministerial alliances; faith-based leaders</li> <li>• Local civic associations</li> <li>• Chambers of Commerce</li> <li>• Education Foundation Boards, Charleston</li> <li>• Promise Neighborhood, Cradle to Career</li> <li>• Higher-education officials (2- and 4-year)</li> <li>• Charleston Teacher Alliance</li> <li>• District Employee Roundtables, Forums</li> <li>• Constituent and Advocacy groups</li> </ul>	<ul style="list-style-type: none"> <li>• Participated in approximately 80 meetings to date. See Appendix - Section 4 for list of groups and individuals with whom we have met.</li> </ul>
A more effective process for communicating with the media	<p>Meet with local media outlets, editorial boards, and education reporters to try to build a strong, honest and collaborative framework for improved relations with the media</p>		
Deepened understanding of the diverse people, programs, and partnerships across CCSD	<ul style="list-style-type: none"> <li>• Develop avenues for regular outreach, communication with minority communities</li> <li>• Implement feedback/correction cycles to more quickly elicit, process, and, as appropriate, act on input from students, parents and staff</li> </ul>		

		<p>20. Improved internal and external customer input/feedback process</p>	<ul style="list-style-type: none"> <li>• <b>Constituent Boards –</b> Name tags, district email addresses, stationery; now part of district message notification group. Also scheduling periodic meetings with Constituent Board chairs and PD for Constituent Board members</li> <li>• Routing complaints, concerns more effectively; set as goal a 24-hour turn-around to address concerns.</li> <li>• Streamlined several communications functions through Erica Taylor's office.</li> <li>• More work to do in effectively processing Board members' concerns and requests for information.</li> </ul>
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## APPENDIX

<p><b>Section 1:</b></p> <p><b>Constituent Concerns and Focus Group Priorities</b></p>	<ul style="list-style-type: none"> <li>• In rural areas, concern about equal opportunities for students to access rigorous course content and career/technology and arts programs</li> <li>• In rural areas, concerns about the district's response to declining student enrollment. Also perceptions that the district has made commitments that have not been honored.</li> <li>• Poor communication to Constituent Boards, parents, students regarding district decisions; desire for greater input, voice</li> <li>• Fairly universally, Constituent Boards request to be included and informed to a greater degree</li> <li>• A feeling that facilities decisions are made without adequate community knowledge, participation AND that facility and programmatic decisions are made in isolation of an understanding of a larger and longer-term instructional vision and plan for various areas of the district</li> <li>• Transportation, transportation, transportation</li> <li>• The organization and deployment of special education and other support services needs to be improved</li> <li>• Revisit programs to support and correct student disciplinary problems.</li> <li>• Student transfer process unclear and cumbersome</li> <li>• Parental concerns regarding lack of communication about and support for children who are not performing satisfactorily. Great parent support for the idea of reorganizing, reconfiguring staff if necessary each 9 weeks to ensure every child is in productive, supportive learning environment</li> <li>• Work toward building coherent, stable leadership teams in every school; stop transferring administrators so frequently, especially in high schools.</li> <li>• Magnet and Choice schools – increase diversity but do not lower standards</li> <li>• Take action to address persistently underperforming schools</li> <li>• Establish clear goals for students and report school and district progress toward achieving those goals. Ensure the goals are meaningful to students, parents and employers.</li> </ul>
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<p><b>Section 2:</b></p> <p><b>Effective internal and external communication processes</b></p>	<p><u>Effectiveness – Internal and External Communications</u></p> <ul style="list-style-type: none"> <li>• Strong internal and external communications practices in place. Evidence: support for school visits, staff meetings, videos, cadence and system of internal messaging; improved quality and and frequency of Constituent Board communications; set up protocol for communicating with principals and teachers, involvement with and support of multiple Task Force initiatives; ongoing meetings with partners.</li> </ul> <p><u>Recommendations</u></p> <ul style="list-style-type: none"> <li>• Increase parental and School Improvement Council connectivity, effectiveness</li> <li>• Actively seek a higher volume of positive interaction and engagement with media partners</li> <li>• Continue working to create avenues of communication that work best for individual audiences. Survey stakeholders by group regarding methods of communication that are most effective.</li> <li>• Create more avenues for engagement. Examples: <ul style="list-style-type: none"> <li>◦ Planned campaign to enlist more stakeholders following CCSD on Facebook and Twitter</li> <li>◦ Reinstate external mailing list for community members (with opt out provision)</li> <li>◦ CCSD Weekly Roundup for Parents and Community Partners and internal publicity representatives at each school.</li> </ul> </li> </ul>
<p><b>Section 3:</b></p> <p><b>Speeches</b></p>	<p><u>Internal</u></p> <ul style="list-style-type: none"> <li>• Inaugural Countywide Administrators Meeting</li> <li>• New Principals' Institute</li> <li>• Athletic Directors' Annual Meeting</li> <li>• Great Teachers, Great Leaders</li> <li>• North Charleston Middle School(s) Faculty</li> <li>• County-wide Administrators' Meeting</li> <li>• Innovation Zone Schools Rally</li> </ul>

	<ul style="list-style-type: none"> <li>• Moultrie Middle School Teachers' Back to School Meeting</li> <li>• CTE Staff back-to-school event</li> <li>• Bridgeview "All Hands" Meeting</li> <li>• Multiple schools during scheduled visits</li> </ul> <p><u>External</u></p> <ul style="list-style-type: none"> <li>• Presented to EOC</li> <li>• Downtown Charleston Rotary – Harbour Club</li> <li>• Historic Charleston Rotary Club</li> <li>• Mt. Pleasant Rotary Club</li> <li>• North Charleston Rotary Club</li> <li>• West Ashley Rotary Club</li> <li>• Montessori Charter Group</li> <li>• Parent University Inaugural Meeting</li> <li>• Jennie Moore PTA</li> <li>• Volunteer Gathering for Johns and Wadmalaw Islands</li> <li>• East Cooper Rotary (Invited)</li> <li>• North Charleston Breakfast Rotary (Invited)</li> </ul>
<p><b>Section 3:</b></p> <p><b>Meetings with Staff</b></p>	<ul style="list-style-type: none"> <li>• Direct Reports</li> <li>• Principal Reps</li> <li>• District 1 &amp; 2 Principals</li> <li>• District 4 Principals</li> <li>• District 3, 9, 10, 20, 23 Principals</li> <li>• Instructional Staff</li> <li>• Risk Management, Security</li> <li>• Becoming One Task Force</li> <li>• Transportation &amp; Durham</li> <li>• Procurement</li> </ul>



	<ul style="list-style-type: none"> <li>• Diversity and Inclusion staff leaders</li> <li>• Early Childhood LC and Academic Team Meeting</li> <li>• Middle School LC and Academic Team Meeting</li> <li>• Community Education Directors' Group Meeting</li> <li>• Bridgeview Staff</li> <li>• Leadership Advisory Council</li> <li>• Teacher Roundtable</li> <li>• Charleston County School Librarians</li> <li>• Charleston Teacher Alliance (Jody Stallings and Michelle Nichols)</li> <li>• Principal Roundtable</li> <li>• Staff at multiple schools</li> </ul>
<b>Section 4:</b>  <b>Meetings with key area or state leaders</b>	<ul style="list-style-type: none"> <li>• Community meet and greet</li> <li>• Melanie Barton, EOC Ex Dr</li> <li>• Rep. Robert L. Brown</li> <li>• Rep. Seth Whipper</li> <li>• Rep. Wendell Gilliard</li> <li>• Rep. Samuel Rivers</li> <li>• Rep. Marlon Kimpson</li> <li>• Rep. Leon Stavrakis</li> <li>• Rep. David Mack</li> <li>• Rep. Mary Tinkler</li> <li>• Rep. Chip Campsen</li> <li>• Sen. Paul Thurmond</li> <li>• (Meetings with other Delegation members scheduled)</li> <li>• 2015 Legislative Delegation Reception (Hosted by the Charleston Metro Chamber of Commerce)</li> <li>• Mason Sullivan (aide to Senator Lindsay Graham)</li> </ul>

	<ul style="list-style-type: none"> <li>• Mayor Riley</li> <li>• Mayor Summey, Ray Anderson, Kyle Lahm</li> <li>• Mayor Paige</li> <li>• Elliot Summey, Charleston County Council Chair</li> <li>• Don Gordon, Riley Institute</li> <li>• Juan Johnson, Riley Institute</li> <li>• Ted Legacy, CPN</li> <li>• CPN Executive Committee meeting</li> <li>• Ben Navarro, Mtg. Street</li> <li>• Anita Zucker, InterTech</li> <li>• Cradle-to-Career Collaborative</li> <li>• Jane Riley, Communities in Schools</li> <li>• Kecia Greenho, Reading Partners</li> <li>• Kristin Cuilla, New Tech Network</li> <li>• Josh Bell, Teach for America</li> <li>• Robin Berlinsky, Engaging Creative Minds</li> <li>• Robert New</li> <li>• Legare Clement, Boy Scouts of America</li> <li>• Jerry Young, Be A Mentor</li> <li>• Lynn Young, Lowcountry Orphan Relief</li> <li>• Glenn McConnell, College of Charleston</li> <li>• Mary Thornley, Trident Technical College</li> <li>• Jairy Hunter, Charleston Southern University</li> <li>• Clifford H. Brown, Shaw University</li> <li>• Delbert Foster, SC State</li> <li>• Lewis Gossett, SC Manufacturers Alliance</li> <li>• Health Advisory Committee</li> <li>• Chris Fraser, Chamber of Commerce</li> <li>• Liz Alston, Community Member</li> </ul>
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	<ul style="list-style-type: none"> <li>• Rev. John Paul Brown</li> <li>• Dean Fran Welch, College of Charleston</li> <li>• Joe Bowers, Dist. 1</li> <li>• Rodney Lewis, Dist. 10</li> <li>• Henry Copeland, Dist. 10</li> <li>• Fran Clasby, Dist. 20</li> <li>• Chris Kerrigan, Trident United Way</li> <li>• In-depth interview – Bill Sharpe, Channel 5</li> <li>• Post &amp; Courier Editorial Board</li> <li>• Post &amp; Courier – School Disparities Project (Adam Parker and Jennifer Hawes)</li> <li>• Mt. Pleasant Magazine, Brian Sherman</li> <li>• In-depth interview – Octavia Mitchell, Channel 2</li> <li>• In-depth interview – CCSD's Backpack Journalists</li> <li>• Charleston Area Justice Ministries</li> <li>• Hootie's Homegrown Roundup</li> <li>• Riverdogs Game – Reading Day</li> <li>• District 1 Constituent Board</li> <li>• District 2 Constituent Board</li> <li>• District 3 Constituent Board</li> <li>• District 4 Constituent Board</li> <li>• District 9 Constituent Board</li> <li>• District 10 Constituent Board</li> <li>• District 20 Constituent Board</li> <li>• District 23 Constituent Board</li> <li>• Sertoma Football Classic</li> <li>• City of Charleston's First Day Festival</li> <li>• Burke High School – Two Community groups</li> <li>• Chamber of Commerce – Bryan Derreberry and Mary Graham</li> <li>• Dwight James, SC NAACP</li> </ul>
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	<ul style="list-style-type: none"> <li>• Dot Scott, Charleston NAACP</li> <li>• Molly Spearman, State Superintendent of Schools</li> <li>• Policy Chiefs and Sheriffs Meeting</li> <li>• Ministers' reception for Superintendent, North Charleston</li> <li>• Lowcountry Education Consortium</li> <li>• Interdenominational Ministry Alliance (IMA)</li> <li>• Mt. Zion AME Church, Church Anniversary</li> <li>• Stoney Field Community Meeting (Hosted by Rep. Gilliard)</li> </ul>
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75 Calhoun Street, Charleston, SC 29401

**CHIEF FINANCE, OPERATIONS AND CAPITAL PROGRAMS  
BOARD AGENDA ITEM**

**TO:** Board of Trustees  
**FROM:** Michael L. Bobby  
**DATE:** October 12, 2015  
**SUBJECT:** Unaudited Interim Financial Statement of the General Operating Fund for FY2015

**RECOMMENDATION:** This material is for information only. Action to amend the budget and close the fiscal 2015 year will be taken after the official FY2015 audited financial statements are completed, accepted, and received. This will occur later in the month of November.

In addition, other actions that will take place include a third party audit of the problematic areas in both revenues and expenditures. This audit will be focused on the processes of determining assumptions, tracking and monitoring both revenues and expenditures, and recommendations for improving internal controls and monitor both revenues and expenditures over the course of the year.

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	<i>ML Bobby</i>

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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## **CHIEF FINANCE, OPERATIONS AND CAPITAL PROGRAMS**

October 12, 2015

### **SUBJECT:**

Unaudited Interim Financial Statement of the General Operating Fund for FY2015

### **BACKGROUND:**

Annually, the District closes each fiscal year and provides a District generated unaudited financial statement for the year-end financial position. This comes in advance of the final financial documents that are generated as a result of the annual external audit of the District (the fiscal 2015 audit is being performed as per contract by Greene, Finney & Horton). Beginning with 2008, the year-end financial report has presented a positive and strengthening financial position for this District. However, the year-end fiscal position for 2015 does not illustrate those outcomes.

### **DISCUSSION:**

The bottom line is that the year-end financials indicate concerns in both the revenue and expenditure parts of our budget. The expenditure budget is over spent by \$8,750,450. This result has never occurred in aggregate form dating back to 2008. In general, the area that was overspent is in salaries and benefits. You will notice that in reviewing the other expenditure areas (purchased services, supplies, and other) that besides charter schools in the other expenses category, budget for purchased services, supplies, and materials were not overspent.

Every area of significant expenditure beyond budget is under investigation. The bottom line in the expenditure portion of the budget is that controls can and will be in place to ensure that an over expenditure of budget does not occur.

The revenue budget was also problematic. The actual versus projected revenues resulted in a deficit of \$9,365,652. This delta was created when multiple areas of actual revenues related to local property tax collections were well below the levels projected in the adopted revenue budget. Again, investigation with all of the appropriate parties including many outside of the District, such as Charleston County Auditors, Assessors and Treasurers Office, have been and are ongoing.

In summary, the result is a deficit of over \$18M. The action required to manage this deficit will be to release the appropriate amount of fund balance to be able to close the books on fiscal 2015 at a balanced budget position.

Note: Attached is the summary statement of the June 2015 financial position, bullet points for both revenue and expenditure as well as revenue and expenditure analysis data. In addition to what is provided, a more detailed analysis by revenue source and expenditure line will be forthcoming. The internal goal to accomplish a detailed analysis and report should be completed by the end of October.

**RECOMMENDATION:**

This material is for information only. Action to amend the budget and close the fiscal 2015 year will be taken after the official FY2015 audited financial statements are completed, accepted, and received. This will occur later in the month of November.

In addition, other actions that will take place include a third party audit of the problematic areas in both revenues and expenditures. This audit will be focused on the processes of determining assumptions, tracking and monitoring both revenues and expenditures, and recommendations for improving internal controls and monitor both revenues and expenditures over the course of the year.

**FUNDING SOURCE/COST:****FUTURE FISCAL IMPACT:****DATA SOURCES:****PREPARED BY:****REVIEWED BY LEGAL SERVICES****REVIEWED BY PROCUREMENT SERVICES****ATTACHMENTS**

June 2015 Interim Financial Report

## MEMORANDUM

To: Michael Bobby  
Chief Finance, Operations & Capital Programs Officer

From: Terri Shannon  
Executive Director for Financial Services

Re: June 2015 Interim Financial Report

Date: October 12, 2015

Enclosed is the interim financial statement of the General Operating Fund for the month ending June 2015. Included in this report is information on current year revenue received compared to budgeted revenues and expenditures.

The Board of Trustees approved the FY15 budget in the amount of \$404,009,148. The June 2015 adjusted budget is \$406,944,355 a net increase of \$2,935,207 which represents the open purchase order carry forward amount from FY14 and budget additions for additional local revenue deposits.

### Fund Balance Summary

	March 2015	June 2015
FY15 Expenditure Budget	\$ 404,009,148	\$ 404,009,148
PO Carry over & Budget Additions	2,910,440	2,935,207
Expenditures/Encumbrances/projections	(405,768,690)	415,694,805
Projected over/(under) budget <sup>a</sup>	\$ ( 1,150,898)	\$ 8,750,450
FY15 Revenue Budget	\$ 396,584,425	\$ 396,621,024
Revenue projection	(394,153,425)	(387,255,372)
Projected (over)/under budget <sup>b</sup>	\$ 2,431,000	\$ 9,365,652
<b>Unaudited</b>		
Fund Balance FY14 (audited)	\$ 56,962,528	\$ 56,962,528
Estimated use of Fund Balance FY15	(7,424,722)	(7,424,722)
Additional Use of Fund Balance - Revenues under budget <sup>b</sup>	(2,431,000)	(9,365,652)
Additional Use of Fund Balance - Expenditures over budget <sup>a</sup>	1,150,898	(8,750,450)
Estimated Fund Balance FY15	\$ 48,257,704	\$ 31,421,704
Designated for FY16 Budget		\$ 7,792,183
Estimated Unassigned Fund Balance		\$ 23,629,521
% of FY16 budget		5.54%

## Bullet points – Revenue:

### Tax Revenue:

• Budgeted tax revenue		\$215,829,568
• Actual tax revenue received		<u>\$204,464,577</u>
		(\$11,364,991)
• Ad Valorem tax budgeted	\$215,829,568	
• Ad Valorem tax received	\$195,828,715	
• Fee in Lieu received	<u>\$ 8,635,862</u>	
	(\$11,364,991)	
• Delinquent tax budgeted	\$ 10,000,000	
• Delinquent tax received	<u>\$ 8,523,901</u>	
	(\$ 1,476,099)	

### Tax Revenue Credits:

• TIF credits budgeted	\$ 10,500,000	
• TIF credits distributed	<u>\$ 9,850,248</u>	
	\$ 649,752	
• Fee in Lieu revenue	\$ 10,990,750	
• Fee in Lieu revenue distributed	<u>\$ 8,635,862</u>	
	(\$ 2,354,888)	
• Additional Fee in Lieu		
• (Boeing & King Street)	\$ 5,750,000	
• Increase in Fee in Lieu	<u>\$ 830,328</u>	
	(\$ 4,919,672)	

### EFA Revenue:

• Budgeted EFA revenue	\$ 38,810,487	
• EFA revenue received	<u>\$ 39,462,655</u>	
	\$ 652,168	
• Hold Harmless budgeted	\$ 3,639,331	
• Hold Harmless received	<u>\$ 1,528,612</u>	
	(\$ 2,110,719)	

**Other State Revenue:**

• Budgeted Fringe Benefit	\$ 15,682,731
• Fringe revenue received	<u>\$ 16,281,556</u>
	\$ 598,825
• Retiree revenue budgeted	\$ 7,297,970
• Retiree revenue received	<u>\$ 9,781,137</u>
	\$ 2,483,167

**Indirect Cost Revenue:**

• Budgeted Spec Revenue IDC	\$ 1,844,152
• IDC revenue received	<u>\$ 1,790,915</u>
	(\$ 53,237)
• Budgeted Food Service IDC	\$ 1,380,835
• IDC revenue received	<u>\$ 2,164,052</u>
	\$ 783,217



## Bullet points - Expenditures:

### Salaries & Fringe:

- Budgeted salaries & fringe \$289,496,895
- Actual expenditures \$298,358,662  
(\$8,861,767)

### Salaries:

- Administrative (\$1,666,487)
- Teachers (\$2,349,872)
- Professional & Nurses (\$1,034,623)
- Non-exempt support (\$ 548,495)
- Terminal leave (\$ 249,127)
- Supplemental/Stipends (\$1,151,438)

### Fringe:

- Health & Dental insurance (\$ 974,658)
- Retirement (\$1,554,195)
- Social Security \$ 201,173
- Unemployment \$ 354,704
- Workers' Comp (all areas) (\$ 198,337)

### Purchased Services:

- Substitutes (\$1,188,397)
- Legal Services (\$ 257,734)
- Property Insurance \$ 1,685,839
- Student Transportation \$ 211,397
- In-State travel \$ 422,030
- Printing (\$ 896,481)

### Supplies & Materials:

- Supplies \$1,225,752
- Energy (\$464,072)
- EIA redirect expenditures (\$364,883)

**Other Expenses:**

- Other Expenses \$810,208
- Charter School payments (\$1,986,100)

**Staffing Contingency:**

- Staffing Contingency (\$1,060,411)

**CHARLESTON COUNTY SCHOOL DISTRICT**  
**FY2015 Revenue Analysis**

**Tax Revenue**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact</b>
Property value growth @ 2% = \$5.8M (February 2014)	Property value decline @ 1.22% (March 2015)	\$ (4,601,689)
Additional Tax - Boeing = \$2M	Additional Tax & Fee in lieu - All areas = \$822K	\$ (1,178,197)
Multi-County Park Partners	MCP credits = \$2.4M (credits against Fee in Lieu)	\$ (2,354,888)
Additional Tax from TIF budgeted in February 2014 - King Street = \$3.75M	Tax from TIF - King Street was received in June 2014	\$ (3,750,000)
TIF adjustments to Tax Revenue @ \$10.5M	TIF Adjustments to Tax Revenue @ \$9.9M	\$ 649,752
Property Tax Relief - Tier I, II & III	Property Tax Relief - Tier I, II & III	\$ (46,448)
	Manufacturers Depreciation revenue	\$ 541,560
Additional Delinquent Tax = \$2M	Delinquent Tax received= \$1.5M less than projected	\$ (1,476,099)
<b>TOTAL TAX REVENUE</b>		<b>\$ (12,216,009)</b>

**CHARLESTON COUNTY SCHOOL DISTRICT  
FY2015 Revenue Analysis**

**State Revenue**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact</b>
EFA Base Student Cost @ \$2,115	EFA BSC @ \$2,220 & increased students	\$ 652,168
EFA Hold Harmless - SDE projection @ \$3.6M	Hold Harmless reduced to \$1.5M	\$ (2,110,719)
Fringe Benefit revenue increase @ 2%	Increased Fringe Benefit revenue	\$ 598,825
Retiree Fringe Benefit revenue increase @ 2%	Increased Retiree Fringe Benefit revenue	\$ 2,483,167
State Revenue increase @ 1.5%	increased Bus Driver Salary	\$ 297,469
EIA Revenue increase @ 1.5%	Decreased EIA funding	\$ (22,513)

<b>TOTAL STATE REVENUE</b>	<b>\$ 1,898,397</b>
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**Other Revenue**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact</b>
Indirect Costs would be the same as previous year	Increased Food Service IDC revenue	\$ 783,217
Indirect Costs would be the same as previous year	Decreased Special Revenue IDC revenue	\$ (53,237)
Impact Aid revenue would be the same as previous year	Increase in Impact Aid revenue	\$ 21,055
Sale of Fixed Assets would be the same as previous year	No sale of fixed assets for the year	\$ (25,000)
Other revenue sources	Other revenue sources	\$ 225,925

<b>TOTAL OTHER REVENUE</b>	<b>\$ 951,960</b>
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<b>TOTAL REVENUE</b>	<b>\$ (9,365,652)</b>
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**CHARLESTON COUNTY SCHOOL DISTRICT**  
**FY2015 Expenditure Analysis**

**Salaries & Fringe Benefits**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact <sup>①</sup></b>
Implement compensation study @ \$8.5M	Implemented at 95% - approximately 10 vacancies not accounted for	\$ (787,185)
Award Step increase to eligible employees @ \$3.1M	Step awarded to eligible employees	\$ 382,798
Growth due to increased enrollment @ \$2M	Increased FTE due to increased enrollment @ \$4.M	\$ (2,456,525)
Lapse salary adjustment @ \$7M	Lapse salary @\$6.2M	\$ (999,600)
IDEA was self-sufficient	IDEA expenditure transfer for salaries & benefits	\$ (2,052,875)
Overtime salary	Overtime salary	\$ (260,778)
Temporary salaries	Temporary salaries	\$ (119,305)
Terminal leave for retirements & resignations	Terminal leave for retirements & resignations	\$ (311,284)
Supplemental salary (athletics, Extra Duty/ Extra Pay, etc)	Supplemental salary	\$ (1,438,722)
Health & Dental Insurance increase @4.5%	Health & Dental Insurance	\$ (974,658)
Unemployment	Unemployment	\$ 354,704
Workers' Comp @ 2014 level	Workers' Comp - all areas (premiums, medical, TTD payments, etc)	\$ (198,337)

① Includes fringe benefits

<b>TOTAL SALARIES &amp; FRINGE</b>	<b>\$ (8,861,767)</b>
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**CHARLESTON COUNTY SCHOOL DISTRICT  
FY2015 Expenditure Analysis**

**Purchased Services**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact</b>
Instructional services	Instructional services	\$ 305,647
Statistical services	Statistical services	\$ 122,846
Legal services	Legal services	\$ (257,734)
Custodial & grounds services	Custodial & grounds services	\$ 186,004
Classroom substitutes	Classroom substitutes	\$ (1,188,397)
Property Insurance - increase @ 9.2%	Property Insurance	\$ 1,685,839
Staff travel	Staff travel	\$ 495,056
Transportation @ 5.4%	Transportation	\$ 211,397
Technology services	Technology services	\$ 183,878
Printing & Copying services	Printing & Copying services	\$ (896,481)
Other purchased service categories	Other purchased service categories	\$ 641,148

<b>TOTAL PURCHASED SERVICES</b>	<b>\$ 1,489,203</b>
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**CHARLESTON COUNTY SCHOOL DISTRICT  
FY2015 Expenditure Analysis**

**Supplies & Materials**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact</b>
Supplies - schools & offices	Supplies - schools & offices	\$ 1,225,752
Technology supplies, software & hardware	Technology supplies, software & hardware	\$ 217,612
Electric bills @ 2.2% to include growth in square feet	Electric bills	\$ (464,072)
Redirect expenditures to EIA funds	Redirect expenditures to EIA funds	\$ (364,883)
Other supply & materials categories	Other supply & materials categories	\$ 216,926

<b>TOTAL SUPPLIES &amp; MATERIALS</b>	<b>\$ 831,335</b>
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**Other Expenses**

<b>Assumptions</b>	<b>Actual</b>	<b>Impact</b>
Organizational memberships	Organizational memberships	\$ 88,580
Liability insurance	Liability insurance	\$ 140,675
Other expenditures	Other expenditures	\$ 608,035
Charter school payments @ 3% plus growth in students	Charter school payments	\$ (1,986,100)
Staffing contingency	Staffing contingency	\$ (1,060,411)

<b>TOTAL OTHER EXPENSES</b>	<b>\$ (2,209,221)</b>
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<b>TOTAL EXPENDITURES</b>	<b>\$ (8,750,450)</b>
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Charleston County  
**SCHOOL DISTRICT**

75 Calhoun Street, Charleston, SC 29401

**OFFICE OF GENERAL COUNSEL  
BOARD AGENDA ITEM**

**TO:** Board of Trustees

**FROM:** John F. Emerson




**DATE:** October 12, 2015

**SUBJECT:** Charleston Charter School for Math and Science Facilities Use Agreement Revision.

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees approve the proposed revision of the Charleston Charter School for Math and Science Facilities Use Agreement.

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	
John F. Emerson General Counsel	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Office of General Counsel  
October 12, 2015

**SUBJECT:**

Charleston Charter School for Math and Science revised Facilities Use Agreement Revisions.

**BACKGROUND:**

In 2007, Charleston Charter School for Math and Science (hereinafter "CCSMS" or "Charter") entered into a Facilities Use Agreement with the Charleston County School District (hereinafter "CCSD" or "District"), for use of space on the Rivers Campus, located at 1002 King Street, Charleston, S.C. On November 25, 2013, the board voted to accept a modified lease, which contemplated the Charter sharing the use of the building and grounds with Lowcountry Tech Academy ("LTA"). On September 22, 2014, the Board approved a plan to move LTA to one or more other locations. In conjunction with that decision, staff was directed to modify the existing Facilities Use Agreement ("FUA") to reflect the use by CCSMS of the entire building.

**DISCUSSION:**

Staff presents a revised FUA, which staff can recommend, that reflects the use by CCSMS of the entire building on the Rivers Campus. Specifically, it addresses the respective financial responsibilities of the Charter and the District, and obligations of the Charter to reimburse the District for monies, services or materials advanced on the Charter's behalf. It sets forth required insurance coverages. It reflects responsibilities for regular maintenance, which will be undertaken by the Charter, and capital maintenance, which will be undertaken by the District. The FUA requires the Charter to respect the limitations of bus parking, as designed by the District and as approved by government authorities. The FUA reserves to the District to use unimproved grounds for any purpose it may choose. The FUA also revises aspects of the termination provisions.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees approve the proposed revision of the Charleston Charter School for Math and Science Facilities Use Agreement.

**FUNDING SOURCE/COST:** N/A.

**FUTURE FISCAL IMPACT:** N/A.

**DATA SOURCES:** Office of General Counsel.

**PREPARED BY:** John F. Emerson, General Counsel.

**REVIEWED BY LEGAL SERVICES:** Yes.

**REVIEWED BY PROCUREMENT SERVICES:** N/A.

**ATTACHMENTS:**

Revised Charleston Charter School for Math & Science Facilities Use Agreement.

## FACILITIES USE AGREEMENT

**THIS FACILITIES USE AGREEMENT** (the "Agreement") is made and entered into this day of \_\_\_\_\_, by and between the **CHARLESTON COUNTY SCHOOL DISTRICT** (hereinafter referred to as "DISTRICT"), and **CHARLESTON CHARTER SCHOOL FOR MATH AND SCIENCE**, a South Carolina non-profit corporation (hereinafter referred to as "CHARTER SCHOOL").

WHEREAS, as of June 27, 2013, the District approved the renewal charter application of CHARTER SCHOOL in accordance with the South Carolina Charter School Act of 1996 (the "Act"), as amended; and

WHEREAS, the DISTRICT currently permits CHARTER SCHOOL to use a portion of the facility known as the Rivers School campus; and

WHEREAS, the DISTRICT now desires to permit CHARTER SCHOOL to use and CHARTER SCHOOL desires to use, the entire Rivers School campus facility, more or less, as of \_\_\_\_\_ and subject to the provisions set forth hereinafter; and

WHEREAS the DISTRICT reserves the right to use for any purpose whatsoever, including, but not limited to, construction of a school or other facility for use by the DISTRICT, any portion of the premises not being utilized by CHARTER SCHOOL as of the date of this Agreement.

THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Premises:** The DISTRICT hereby allows the CHARTER SCHOOL to use, subject to the terms and conditions set forth in this Agreement, the Rivers School Property (the "Property") located in Charleston County, South Carolina, TMS# 463-16-01-003.
2. **Term of Agreement:** The term of this Agreement shall run concurrently with the charter agreement (the "Term"), beginning on \_\_\_\_\_ (the "Commencement Date") and ending at midnight on \_\_\_\_\_ (the "Expiration Date"), unless renewed by the parties or sooner terminated by a breach of the terms and conditions of this Agreement by CHARTER SCHOOL, or charter relationship with DISTRICT is terminated for any reason, or by an abandonment of the Rivers School campus by CHARTER SCHOOL for a period of \_\_\_\_\_ consecutive months, or if the DISTRICT determines for any reason that it believes the building is unsafe, or otherwise pursuant to the terms of this Agreement. Unless renewed, CHARTER SCHOOL shall surrender the Charter School Premises to DISTRICT immediately on termination of the Agreement. In the event of a determination by the DISTRICT of a material breach of the Agreement on the part of the

CHARTER SCHOOL, the DISTRICT shall give the CHARTER SCHOOL 30 days to cure the breach, unless otherwise agreed to in writing, after which the DISTRICT may commence eviction proceedings. Should eviction proceedings become necessary, CHARTER SCHOOL hereby waives any right to notice or a hearing, and shall be responsible for any fees or costs, including reasonable attorney's fees, incurred by DISTRICT in effecting such eviction.

3. **Obligations of CHARTER SCHOOL:** CHARTER SCHOOL shall perform the tasks set out in this Agreement as consideration to the DISTRICT making the Charter School Premises available. In addition, subject to the terms set forth hereinafter, CHARTER SCHOOL shall be responsible for all of the expenses associated with CHARTER SCHOOL's occupation of the Rivers School campus.

4. **Use of Charter School Premises:**

- a. **Public School.** CHARTER SCHOOL shall use and occupy the Rivers School campus solely as a charter school for educational and community purposes, as sponsored by DISTRICT and in accordance with the terms and provisions of the South Carolina Charter Schools Act of 1996, S.C. Code Ann. § 59-40-10, et seq. (Law. Co-op. 1976, as amended), and the Charter School Agreement between DISTRICT and CHARTER SCHOOL dated June 27, 2013 and incorporated herein by reference. DISTRICT shall have the right to use the auditorium, which is located on the Rivers School campus, for community purposes at no cost to DISTRICT, provided ten (10) days written notice of anticipated use is provided to CHARTER SCHOOL and provided that CHARTER SCHOOL has priority of use during normal school hours or any before or after school program of CHARTER SCHOOL. DISTRICT shall have reasonable ingress, egress and access to/from the auditorium and bathrooms during times DISTRICT is utilizing the auditorium. In addition, DISTRICT shall have the right to use the elevator located on the Rivers School campus at any time as such a need arises for the use by disabled or handicapped persons or in order for personnel to transport materials between floors. DISTRICT shall be responsible for any and all cleaning costs associated with its use of facilities under this paragraph. Notwithstanding the foregoing, the administrators of both CHARTER SCHOOL and DISTRICT, shall have full access to all parts of the Rivers School campus.

- b. **Grounds.** DISTRICT reserves the right to use for any purpose whatsoever, including, but not limited to, construction of a school or other facility for use by the DISTRICT, any portion of the premises not being utilized by CHARTER SCHOOL as of the date of this Agreement. Subject to the foregoing, CHARTER SCHOOL shall have full use of the grounds, including playgrounds. CHARTER SCHOOL shall have full use of the parking area. However, CHARTER SCHOOL acknowledges and understands that the campus was designed with four (4) parking spaces constructed to hold the weight of school buses. These are shown on Attached Exhibit "B". CHARTER SCHOOL agrees that School Buses shall not be parked in standard automobile spaces. CHARTER SCHOOL agrees not to park buses on any gravel area not previously approved for such use in writing by DISTRICT. CHARTER SCHOOL shall be responsible for ensuring that vehicles do not contaminate the grounds. DISTRICT shall have the right to undertake periodic inspections, and CHARTER SCHOOL agrees to remedy any reported environmental issues within 10 days of written notice of same. In the absence of a written agreement to the contrary, if CHARTER SCHOOL does not remedy the reported environmental issue within 10 days then CHARTER SCHOOL shall pay district a penalty of \$100 per day. In addition, its failure to remedy the reported environmental issue as directed shall be considered a material violation of this Agreement. CHARTER SCHOOL understands that it may have to arrange off-site parking for the buses if the existing four (4) bus spaces are not sufficient for the CHARTER SCHOOL. Should CHARTER SCHOOL wish to deviate from these restrictions, it may do so only with the express written permission of the DISTRICT.
- c. **Laws.** CHARTER SCHOOL shall conduct its use and occupancy of the Rivers School campus in compliance with all laws, rules, ordinances, directions, regulations, and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force. CHARTER SCHOOL will not permit any illegal business or transactions of which it has knowledge, actual or constructive, to take place on the Rivers School campus.
- d. **Right to Allow Use.** CHARTER SCHOOL shall have the right to allow community groups for a public benefit to use the space controlled by the CHARTER SCHOOL, for periods of time not to exceed twenty-four (24) hours. If a longer time period is desired, advance written consent from the DISTRICT shall be required. Notwithstanding the foregoing, DISTRICT shall have priority to use the Rivers School campus over all such sub-users, so long as they have given the necessary notice of their intent to use the Rivers School campus pursuant to this Section 4.
5. **Maintenance, Repairs, Alterations and Improvements.** CHARTER SCHOOL accepts the Rivers School campus in the condition existing as of the Effective Date of this Agreement. Except as otherwise provided in this Agreement, CHARTER SCHOOL shall, at its own expense, keep and maintain, in good order and repair, the Rivers School campus, including, but not limited to, the heating/air conditioning system, electrical and

plumbing systems, window glass and all other appurtenances belonging to the Rivers School campus, as well as the parking lot and grounds for the entire Rivers Campus, during the Term of this Agreement, and shall, when and if needed, at CHARTER SCHOOL'S sole cost and expense, make all general repairs to the Rivers School campus unless the damage is caused by the negligent acts or omissions of DISTRICT, its agents or employees. All other improvements, alterations and additions to the Rivers School campus desired by CHARTER SCHOOL shall be made at CHARTER SCHOOL's expense, in good and workmanlike manner and in accordance with plans and specifications that have been previously approved in writing by DISTRICT, and shall comply with all applicable statutes, ordinances, regulations and codes.

CHARTER SCHOOL must use contractors licensed in South Carolina, subject to the approval of the DISTRICT, for all repairs, alterations, and improvements. CHARTER SCHOOL is responsible for all regular maintenance and payment of utilities for all mobile units. If required by law, the DISTRICT shall conduct environmental and health related investigations and maintenance.

If CHARTER SCHOOL fails to perform, for a period of thirty (30) days after CHARTER SCHOOL'S receipt of written notice from DISTRICT so to do, any maintenance, repairs or other obligations required to be performed by CHARTER SCHOOL under this agreement at CHARTER SCHOOL'S cost, then DISTRICT, on the expiration of such thirty (30) day period, may, but shall not be obligated to, enter on the Rivers School campus and perform such maintenance, repairs and obligations of CHARTER SCHOOL, at CHARTER SCHOOL'S sole cost and expense. In the event such circumstances arise, CHARTER SCHOOL shall pay to DISTRICT the entire cost of such maintenance, repairs and obligations within thirty (30) days after CHARTER SCHOOL'S receipt of written demand from DISTRICT for such payment. If CHARTER SCHOOL'S failure to perform any such maintenance, repair or other obligation adversely affects or endangers the Rivers School campus or the health or safety of the public or of CHARTER SCHOOL'S agents, employees, students, or invitees, and if DISTRICT so states in its notice to CHARTER SCHOOL, DISTRICT may, but shall not be obligated to, perform such maintenance, repairs and other obligations of CHARTER SCHOOL at any time after the giving of notice and without awaiting the expiration of the thirty (30) day period, and may charge to CHARTER SCHOOL, and CHARTER SCHOOL shall pay, to DISTRICT the entire cost of such maintenance, repairs and obligations within thirty (30) days after CHARTER SCHOOL'S receipt of written demand from DISTRICT for such payment.

CHARTER SCHOOL shall have the right, at its own expense, to make any alterations, improvements, additions or modifications on or to the Rivers School campus reasonably necessary for the operation of CHARTER SCHOOL's school and other school-related functions, including the installation of fixtures and equipment necessary for the operation of CHARTER SCHOOL's school on the Rivers School campus, provided that any such alterations, improvements, additions or modifications do not weaken the structural soundness of the Rivers School campus or the Property, or otherwise endanger the safety of its occupants. All such work shall be consistent with DISTRICT design guidelines and

shall be done in a workmanlike and satisfactory manner in compliance with all applicable building codes and with the written approval of the South Carolina Department of Education's Office of School Facilities. Except as expressly provided in this Agreement, CHARTER SCHOOL shall not, without the prior, express, and written consent of DISTRICT, which consent DISTRICT shall not unreasonably withhold, make any alterations, improvements, additions or modifications to the Rivers School campus that are (i) permanent in nature or (ii) incur an aggregate Total Cost exceeding FIFTEEN THOUSAND AND NO/100s (\$15,000.00) DOLLARS (the "Pre-Approved Improvements"). The term "Total Cost" as used herein shall be deemed to mean and include all costs, expenses and other amounts actually incurred or to be incurred in the construction of the Pre-Approved Improvements, including, without limitation, all amounts paid to contractors and material suppliers, architect and engineer fees, paving, curbing, light standards, and other on-site improvements as required in the preparation of the building(s). When requesting DISTRICT'S approval for any Pre-Approved Improvements, CHARTER SCHOOL's request must be in writing and must include a list containing an itemization of all such costs and expenses which CHARTER SCHOOL expects to incur directly in connection with the construction of the Pre-Approved Improvements (the "Preliminary Budget"). CHARTER SCHOOL agrees to designate a point of contact for advance communications regarding any proposed facility maintenance, alteration or any proposed construction to the building. The DISTRICT assumes no liability or responsibility of any kind whatsoever for any such alterations, improvements, additions or modifications by any contractor, subcontractor, laborer, or material supplier.

All alterations, improvements, additions, repairs and modifications to the Rivers School campus shall, on the expiration or earlier termination of this Agreement, become the property of DISTRICT without compensation to CHARTER SCHOOL.

All such work shall be done in a workman-like and satisfactory manner in compliance with all applicable building codes (including, but not limited to, all state, county, municipal and local building codes) and the State of South Carolina Department of Education Office of School Facilities.

CHARTER SCHOOL shall not permit any mechanics', materialmen's or other liens to be filed against the Rivers School campus or the Property, any portion thereof, nor against CHARTER SCHOOL's interest. If by reason of any alteration, repair, labor performed or material furnished to the Rivers School campus for, or on behalf of CHARTER SCHOOL any mechanics' or other lien shall be filed, claimed, perfected or otherwise established as provided by law against the Rivers School campus, CHARTER SCHOOL shall discharge or remove the lien by bonding or otherwise at CHARTER SCHOOL'S cost and expense, within sixty (60) calendar days after notice from DISTRICT to CHARTER SCHOOL of the filing of same. DISTRICT shall have the right at all reasonable times to post and keep posted on the Rivers School campus any notices it deems necessary for protection from such liens. If any such liens are filed, DISTRICT may, without waiving its rights and remedies based on such breach by CHARTER SCHOOL, and without releasing CHARTER SCHOOL from any of its obligations, cause

such liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such liens. CHARTER SCHOOL shall pay DISTRICT at once, upon notice by DISTRICT, any sum paid by DISTRICT to remove such liens.

CHARTER SCHOOL agrees to submit evidence of maintenance and all work done on systems to insure that they properly maintain them so as (1) to avoid invalidating a warranty and (2) to ensure that DISTRICT can be sure that CHARTER SCHOOL is doing the required preventative maintenance work. CHARTER SCHOOL shall surrender the systems to DISTRICT at the Expiration Date, or earlier termination of this Agreement in as good condition as they were when received (or subsequently improved or altered), normal wear and tear excepted. All maintenance, grounds, and janitorial services used by or provided to CHARTER SCHOOL, together with the vendors and providers of such services, shall be properly licensed and subject to the approval of the DISTRICT. Notwithstanding the foregoing, CHARTER SCHOOL may continue to use vendors and providers under any contracts for these services currently in place, so long as those vendors are properly insured to DISTRICT'S current standards and DISTRICT is named as an additional insured under those policies. CHARTER SCHOOL shall provide DISTRICT proof of insurance on or before the execution of this Agreement. The CHARTER SCHOOL will provide the DISTRICT a list of vendors upon request.

Notwithstanding the foregoing, the DISTRICT will install and maintain the following life security and safety systems:

- A. **Fire Alarm System** – DISTRICT will maintain the fire alarm system and will bill CHARTER SCHOOL on a quarterly basis for its actual cost.
- B. **Burglar Alarm and Surveillance Systems** – DISTRICT will maintain the burglar alarm and surveillance systems and will bill CHARTER SCHOOL on a quarterly basis for its actual costs
- C. **Doors and Locking Devices** – All doors and locks will be maintained by the DISTRICT. The DISTRICT will bill the CHARTER SCHOOL on a quarterly basis for any expenses incurred in maintaining doors and locks for the Rivers School campus.
- D. **Cooling Tower** – CHARTER SCHOOL will pay 100% of the maintenance costs for the cooling tower. Should DISTRICT be required to undertake this expense, it shall be reimbursed by CHARTER SCHOOL.
- E. **Elevator** - DISTRICT will be responsible for the maintenance and/or repair costs of the elevator.
- F. **School Bus Drop-off Loop** – DISTRICT shall install and maintain proper safety and crossing signage on the drop-off loop at the middle school pedestrian crosswalk to maintain a safe environment for its students. Prior



to any use for bus drop-off and /or parking, CHARTER SCHOOL shall be responsible, at its sole expense, for converting the dedicated drop-off loop, which is entered from Grove Street just beyond the cafeteria on the Charter School Premises, to meet the asphalt reinforcement specifications. CHARTER SCHOOL shall certify to DISTRICT's satisfaction that such work has been completed prior to such use.

In all cases, expenses incurred by the DISTRICT, billable to CHARTER SCHOOL, shall be billed on a quarterly basis, with balance due within 30 days.

6. **Capital Maintenance:** Except as otherwise provided in Paragraph 14, the DISTRICT shall be responsible for the capital maintenance of the major systems, such as the cooling tower(s), HVAC, the foundations, roof, and structural portions of the exterior walls of the Rivers School campus (exclusive of all glass) and the concealed electrical and plumbing systems, except for any maintenance required thereto (including glass) by reason of the acts of CHARTER SCHOOL, its employees, agents, invitees, contractors, or licensees. DISTRICT shall be under no obligation to inspect the Demised Premises. CHARTER SCHOOL shall promptly report in writing to DISTRICT any defective condition which DISTRICT may be required by this Agreement to replace. DISTRICT shall not be obligated to undertake any capital maintenance until CHARTER SCHOOL has provided, in writing, notice of the need for same, at which time DISTRICT will make that assessment. If DISTRICT determines that capital maintenance is required, DISTRICT shall have a reasonable period of time in which to complete the work. During the term of this Agreement CHARTER SCHOOL shall maintain an annual service contract with a reputable HVAC company approved in writing by DISTRICT for the HVAC equipment and ductwork. Said contract shall include a minimum of monthly filter changes, routine testing for Freon leakage, cleaning, and other customary periodic maintenance. DISTRICT shall be provided written proof of such maintenance contract each year upon renewal by CHARTER SCHOOL.
7. **Utilities:** CHARTER SCHOOL shall contract for and pay, before delinquency, directly to the campus provider thereof, all charges for natural gas, electricity, water, sewage disposal, waste removal and solid waste utility fees, telephone and other utility charges used or consumed at the Rivers School campus, including without limitation, impact fees, connection fees, hook-up fees, standby fees, meter set charges and deposits. DISTRICT shall not be obligated in any way to contract for or provide any utility services. DISTRICT shall, in good faith, assist CHARTER SCHOOL with necessary technical support and in obtaining waived or reduced fees, deposits or rates typically enjoyed by DISTRICT. DISTRICT shall not be liable for, and CHARTER SCHOOL shall not be entitled to, any damages by reason of any interruption or cessation of any utility service. If CHARTER SCHOOL fails to pay the charges, DISTRICT may elect to pay them and CHARTER SCHOOL shall then be required to reimburse DISTRICT in full for such charges within thirty (30) days after CHARTER SCHOOL'S receipt of a copy of the bill from DISTRICT. In all cases, CHARTER SCHOOL shall instruct and authorize each provider of any utility services to make available to the DISTRICT all information associated with usage, billing and any other services. Such authorizations are to be given

in writing to the utilities and copies given to the District at the execution of this Agreement. These authorizations will remain in effect until the termination of this Agreement, regardless of service provider changes.

8. **Signage:** CHARTER SCHOOL shall be permitted to install, at CHARTER SCHOOL's expense, signage on the exterior of the Rivers School campus and on the marquee sign on the Property, which shall be done in a manner, place and design acceptable to DISTRICT, such approval not to be unreasonably withheld and in accordance with local governmental authorities.
9. **Container:** The CHARTER SCHOOL shall have the right to place a container for storage on the Property. Notwithstanding the foregoing, the placement of any such container shall be subject to approval by the DISTRICT with regard to practical or aesthetic considerations and shall be in compliance with all applicable laws, rules, ordinances and regulations.
10. **Insurance:**
  - a. DISTRICT shall, at all times during the term of this Agreement, keep in force casualty insurance against loss or damage by fire, extended coverage, vandalism and malicious mischief in accordance with its current insurance policy, on all improvements that are now or hereafter a part of the Rivers School campus (and all personal property of DISTRICT now or hereafter located in or on the Rivers School campus), except for any mobile/ auxiliary classrooms placed on the Rivers School campus by CHARTER SCHOOL. DISTRICT will provide CHARTER SCHOOL with a certificate of insurance evidencing the aforesaid insurance upon written request by CHARTER SCHOOL. Should there be a Casualty (as defined in Section 14 below) and DISTRICT commits to repairing the Rivers School campus, CHARTER SCHOOL shall be responsible for paying 100% of the deductible of \$100,000.00 owed under the policy for any repairs to the Rivers School campus. CHARTER SCHOOL will be responsible for paying any deductibles owed under any CHARTER SCHOOL purchased policy for any repairs of Rivers School campus.
  - b. The parties hereby acknowledge and agree that the aforesaid insurance will not cover any of CHARTER SCHOOL's personal property or mobile/auxiliary classrooms brought to the Rivers School campus by CHARTER SCHOOL and located in or on the Rivers School campus and that CHARTER SCHOOL shall obtain and maintain any other insurance that CHARTER SCHOOL desires on the Rivers School campus or the personal property of CHARTER SCHOOL at the expense of CHARTER SCHOOL, and any additional insurance desired by CHARTER SCHOOL may be written by any carrier selected by CHARTER SCHOOL; provided, however, that such insurance company must be authorized and licensed to do business in the State of South Carolina.
  - c. CHARTER SCHOOL shall be responsible for any and all claims, losses, costs,

damages, expenses and liabilities caused by an accident or other occurrence causing bodily injury (including death) or property damage to any person or property arising from the use or occupancy of the Rivers School campus by CHARTER SCHOOL, its agents, participants, employees, students or invitees, and CHARTER SCHOOL at its own expense will at all times during the term of this Agreement maintain and carry a comprehensive general liability insurance policy including contracted coverage in an amount not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate, plus a Sexual Abuse-Molestation rider that is in line with this coverage amount, with an insurance company authorized and licensed to do business in the State of South Carolina, naming DISTRICT as an additional insured and will furnish certificates of insurance to the Director of Facility Services, Charleston County School District, 3999 Bridge View Road, North Charleston, South Carolina 29405, on an annual basis. Any such policy of insurance which contains a deductible in excess of Twenty-five Thousand and No/100ths (\$25,000.00) Dollars per occurrence must be approved in writing by DISTRICT prior to the issuance of such policy. CHARTER SCHOOL shall be solely responsible for the payment of any and all such deductibles. See Paragraph 11(e).

- d. DISTRICT shall be responsible for any and all claims, losses, costs, damages, expenses and liabilities caused by an accident or other occurrence causing bodily injury (including death) or property damage to any person or property arising from the use or occupancy of the Rivers School campus by DISTRICT, its agents, participants, employees, students or invitees, and DISTRICT at its own expense will at all times during the term of this Agreement maintain and carry a comprehensive general liability insurance policy naming CHARTER SCHOOL as an additional insured and will furnish certificates of insurance to CHARTER SCHOOL. DISTRICT shall be solely responsible for the payment of any and all deductibles under any such policy of insurance.
- e. CHARTER SCHOOL will establish a Special Fund to which CHARTER SCHOOL will contribute \$10,000 per year, up to a total of \$100,000.00 that will be reserved for this purpose. Alternatively, with the consent of the DISTRICT, which shall not be unreasonably withheld, CHARTER SCHOOL may acquire an insurance product, from an insurance company with AM Best rating A- or better, to buy back the deductible required by this Section 11. CHARTER SCHOOL will provide evidence to the DISTRICT that it has created this Special Fund and that CHARTER SCHOOL is contributing \$10,000 to this Special Fund annually and that the Special Fund contains any funds needed for that purpose or that CHARTER SCHOOL has in place an insurance product to buy back the required deductible. If there is a claim and CHARTER SCHOOL's share exceeds the amount in the Special Fund, then DISTRICT may advance the difference necessary for CHARTER SCHOOL to meet its portion of the deductible, but CHARTER SCHOOL shall repay the DISTRICT for the advancement by this same \$10,000 per year. Once the CHARTER SCHOOL has repaid the DISTRICT for any advancement, the CHARTER SCHOOL shall start rebuilding

the Special Fund by contributing \$10,000 to this Special Fund annually.

11. **Taxes and Assessments:** CHARTER SCHOOL shall promptly pay as and when the same become due and payable, all *ad valorem* real and personal property taxes and special assessments imposed, if any, upon the Rivers School campus (including, but not limited to, all such taxes and assessments, if any, imposed upon the land, building(s), fixtures and other improvements now or hereafter constituting a part of the demised premises); and CHARTER SCHOOL shall promptly pay as and when the same become due and payable, all Charleston County solid waste disposal system user fees and City of Charleston storm water drainage fees with such fees for any partial year to be pro-rated amongst the parties according to the earlier of the commencement date of the initial term of this Agreement or CHARTER SCHOOL'S actual occupancy of the Rivers School campus, whichever event occurs first. If CHARTER SCHOOL defaults in keeping or performing its obligations hereunder, DISTRICT shall have the right after fifteen (15) day's written notice to CHARTER SCHOOL to perform the same on CHARTER SCHOOL'S behalf and the cost of same shall be due and payable to DISTRICT immediately on DISTRICT's written demand for such payment.
12. **DISTRICT's Right of Entry:** DISTRICT, and DISTRICT's agents, shall have the right, but not the duty, to enter the Rivers School campus at reasonable times to: 1) use the Rivers School campus for community purposes at no cost to DISTRICT, provided ten (10) days written notice of anticipated use is provided to CHARTER SCHOOL and provided that CHARTER SCHOOL has priority of use during normal school hours or any before or after school program of CHARTER SCHOOL and subject to the notice provisions provided herein, in the same manner as DISTRICT'S other schools are sometimes utilized; 2) to inspect the Rivers School campus; 3) to conduct routine monitoring visits as defined in the charter school application addenda; 4) to take samples and conduct environmental investigations; 5) to post notices of non-responsibility and similar notices; 6) to perform maintenance, replacement and repairs; and 7) to perform CHARTER SCHOOL'S obligations as permitted herein when CHARTER SCHOOL has failed to do so. If possible, DISTRICT shall give CHARTER SCHOOL twenty-four (24) hours notice of any entry to inspect, maintain or repair the Rivers School campus; however, no notice shall be required in the event of an emergency, with regard to any ongoing community uses, joint use as a public school or public school program or for any accountability inspections. DISTRICT shall at all times have the right to retain a key which unlocks all of the doors in the Rivers School campus. DISTRICT and DISTRICT'S agents shall have the right to use any and all means which DISTRICT may deem proper in an emergency to obtain entry to the Rivers School campus. No entry to the Rivers School campus by DISTRICT or DISTRICT'S agents shall under any circumstances be deemed to be forcible or unlawful entry into, or a detainer of the Rivers School campus, or an eviction of CHARTER SCHOOL. Notwithstanding the foregoing, the administrators of both CHARTER SCHOOL and DISTRICT or any school operating on the District Premises, as depicted on the attached Exhibit "A", shall have full access to all parts of both the Rivers School campus and the District Premises.

13. **Damage and Destruction by Fire or Other Casualty:** Subject to DISTRICT's and CHARTER SCHOOL's right to terminate this Agreement as provided in this Section, if the Rivers School campus are wholly or partially destroyed by fire, flood, wind storm, or other casualty (a "Casualty"), DISTRICT shall repair all such damage and restore the Rivers School campus to substantially the same condition as existed before damage or destruction, within a reasonable time to the extent of the insurance proceeds received (net of collection expenses), subject to delays due to adjustment of insurance claims, strikes and other causes beyond DISTRICT'S control. DISTRICT'S obligation, should it elect or be obligated to repair the Rivers School campus following a Casualty, shall be limited to only those parts of the Rivers School campus that were originally in existence upon the execution of this Agreement and the Pre-Approved Improvements. CHARTER SCHOOL shall, at its expense, replace or fully repair all of CHARTER SCHOOL'S personal property and any alterations or other improvements installed by CHARTER SCHOOL existing at the time of such Casualty and not pre-approved in writing by DISTRICT.

DISTRICT or CHARTER SCHOOL shall have the right to terminate this Agreement following a Casualty if any of the following occurs: (i) insurance proceeds (together with any additional amounts CHARTER SCHOOL elects, at its option, to contribute) are not available to DISTRICT to pay one hundred percent (100%) of the costs to fully repair the Charter School Premises, and DISTRICT does not intend to repair or restore; (ii) DISTRICT determines that the Rivers School campus cannot, with reasonable diligence, be fully repaired by DISTRICT (or cannot be safely repaired because of the presence of hazardous factors, including, but not limited to, hazardous materials, radiation, chemical waste and other dangers) within one hundred and twenty (120) days after the date of such Casualty; (iii) the Rivers School campus are destroyed or damaged during the last twelve (12) months of the then current term of this Agreement and DISTRICT does not intend to repair or restore within that twelve (12) month period; (iv) more than fifty (50.00%) percent of the area of the building(s) located on the Rivers School campus is damaged or destroyed and DISTRICT does not intend to repair or restore such building(s); or (v) an event of default by CHARTER SCHOOL has occurred under this Agreement and is continuing at the time of such Casualty. If DISTRICT or CHARTER SCHOOL elects to terminate this Agreement following a Casualty pursuant to this Section, then the terminating party shall give the non-terminating party written notice of its election to terminate within thirty (30) days after DISTRICT has knowledge of such Casualty, and this Agreement shall terminate and CHARTER SCHOOL shall surrender the Rivers School campus to DISTRICT sixty (60) days after the date of such notice.

On the termination of this Agreement under any of the provisions of this Section, DISTRICT shall be entitled to receive and keep for its own use, in its sole discretion, all insurance proceeds paid (or to be paid) under any insurance policies as a result of a Casualty. If CHARTER SCHOOL elects to purchase and pay for an insurance policy, separate and apart from the main insurance policy, then CHARTER SCHOOL shall be entitled to keep and use any insurance proceeds paid (or to be paid) under said separate insurance policy as a result of a Casualty to personal property or mobile classrooms that were paid for solely by the CHARTER SCHOOL, with no amount of said acquisition

payment coming from the DISTRICT or from funds that otherwise would have come to the DISTRICT. It is understood that CHARTER SCHOOL has no claim to proceeds paid (or to be paid) under the primary insurance policy anticipated in this Agreement, and that the mobile classrooms and property that were on the premises as of October 31, 2013 belong to and are the property of the DISTRICT. Ninety (90) days after the termination of this Agreement under this Section and provided that CHARTER SCHOOL is not then in default under this Agreement and that CHARTER SCHOOL continues to operate as a public charter school, DISTRICT shall refund to CHARTER SCHOOL any unearned insurance premiums previously paid to DISTRICT by CHARTER SCHOOL under this Agreement (the "Unearned Premiums").

On any such termination of this Agreement under any of the provisions of this Section, the parties shall be released without further obligation to the other as of the termination date, provided that the parties shall remain liable to each other for any monies or other items that have accrued as of the termination date and are then unpaid, including, without limitation, the Unearned Premiums. However, if CHARTER SCHOOL is no longer operating a public charter school, all assets and other monies shall become property of the DISTRICT in accordance with Section 59-40-120, S.C. Code Ann. (2004).

14. **Transferring or Encumbering Interests:** CHARTER SCHOOL may not assign, convey, encumber, or mortgage this Agreement or its interest in the Charter School Premises, or except as provided in Section 4C of this Agreement, sublet the Rivers School campus or any part thereof.
15. **Default and Remedies:** If CHARTER SCHOOL shall fail to pay any amounts when due, or any other sums of money becoming due hereunder, and does not remedy such default within five (5) days after written notice thereof, or if CHARTER SCHOOL shall default in the performance of any other of the terms, conditions or covenants contained in this Agreement to be observed or performed by it and does not remedy such default within thirty (30) days after written notice thereof or does not, within such thirty (30) days, commence such act or acts as shall be necessary to remedy a default, which is not curable within said thirty (30) days for reasons beyond the control of CHARTER SCHOOL, and shall not complete such act or acts within sixty (60) days after written notice, or if CHARTER SCHOOL is no longer operating a public charter school as defined by the Act, or if the charter relationship with DISTRICT is terminated for any reason, or if CHARTER SCHOOL abandons the Rivers School campus for a period of \_\_\_\_\_ consecutive months, or if the DISTRICT determines for any reason that it believes the building is unsafe, or otherwise pursuant to the terms of this Agreement, or if CHARTER SCHOOL shall become insolvent, bankrupt or files any debtor proceedings, or files in any court pursuant to any statute, either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization, or files or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of CHARTER SCHOOL, or if CHARTER SCHOOL makes an assignment, or if CHARTER SCHOOL shall abandon the Rivers School campus or suffer this Agreement to be taken under any writ of execution and such writ is not vacated or set aside within fifteen (15) days, or if the Commercial General Liability Insurance required of

CHARTER SCHOOL is cancelled, then in any such event the DISTRICT shall have the immediate right of reentry without resort to legal process and the right to terminate and cancel this Agreement. Without terminating the Agreement, DISTRICT shall have the right to re-enter and take possession of the Rivers School campus or any part thereof and repossess the same as of the DISTRICT's former estate and expel the CHARTER SCHOOL and those claiming through or under the CHARTER SCHOOL, and remove the effects of both or either with force, if necessary, without being deemed guilty in trespass or of a forcible entry or detainer and without prejudice to any remedies for arrears of any payments or preceding breach of covenants. In such event, the DISTRICT shall be entitled to recover from the CHARTER SCHOOL all damages incurred by the DISTRICT by reason of the CHARTER SCHOOL's default, including but not limited to the cost of recovering possession of the Rivers School campus, expenses, including reasonable attorneys' fees and any and all amounts payable shall bear interest from the date due at the rate of eighteen percent (18%) per annum until paid. If DISTRICT should elect to reenter as herein provided, or should it take possession pursuant to legal proceedings, it may either terminate this Agreement or it may, from time to time, without terminating this Agreement, relet the Rivers School campus for such term and upon such other terms and conditions as the DISTRICT may deem advisable. No such reentry or taking possession of the Rivers School campus by DISTRICT shall be construed as an election to terminate this Agreement unless written notice of such intention be given by the DISTRICT to the CHARTER SCHOOL at the time of such reentry; but, notwithstanding any such reentry and reletting without termination, DISTRICT may at any time thereafter elect to terminate this Agreement for such previous breach. If as a result of CHARTER SCHOOL's default hereunder, DISTRICT shall institute legal proceedings for the enforcement of CHARTER SCHOOL's obligations, CHARTER SCHOOL shall pay all costs incurred by DISTRICT, including reasonable attorney's fees.

16. **Auxiliary Classrooms:** If the parties desire to remove the auxiliary/mobile classrooms located on the Charter School Premises, it shall be the responsibility of DISTRICT to move said classrooms at its own expense. Following the Commencement Date, if the parties desire to allow the auxiliary/mobile classrooms to remain on the Rivers School campus, then the use, repair and maintenance of said classrooms shall be the responsibility of CHARTER SCHOOL; however, they shall remain the property of the DISTRICT. Following turnover of the DISTRICT Rivers campus building wing for use by the CHARTER, use and/or disposition of the auxiliary/mobile classrooms is solely the decision and responsibility of the DISTRICT.
17. **Notices:** Any and all notices or other communications provided for in this Agreement shall be in writing, shall be signed by the party giving the same, and shall be delivered personally, or mailed, by certified mail, return receipt requested, postage prepaid, addressed to the party to whom such communication is directed as herein below provided. Notice shall be deemed to be given and received hereunder on the date of delivery if personally delivered, or two (2) days after the date of mailing if mailed as aforesaid (not including the date of mailing). Any party may change his or its address at any time by giving the other party notice thereof. Such notice shall be addressed as follows:

**If to DISTRICT:**

Charleston County School District  
3999 Bridge View Drive  
N. Charleston, SC 29405  
Attention: Superintendent

**With a copy to:**

General Counsel  
Charleston County School District  
75 Calhoun Street  
Charleston, SC 29401

**If to CHARTER SCHOOL:**

Charleston Math and Science School  
1002 King Street  
Charleston, SC 29403  
Attention: Principal

**With a copy to:**

Hinchey, Murray & Pagliarini, LLC  
234 Seven Farms Drive, Suite 203  
Charleston, SC 29492

18. **Successors:** This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto.
19. **Remedies Cumulative:** All rights, options and remedies of DISTRICT and CHARTER SCHOOL contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. Either party shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law or equity, whether or not stated in this Agreement. The failure of the DISTRICT or CHARTER SCHOOL to insist in any one or more cases on the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, or agreement.
20. **Attorneys' Fees:** If any action at law or in equity shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this agreement, or otherwise in connection with this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.



21. **Captions:** The captions and headings used in this agreement are for the purpose of reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions thereof.
22. **Days; Dates:** Unless otherwise specified herein, all references to "day" or "days" in this agreement shall mean a calendar day or calendar days. If any date set forth in this agreement or computed pursuant to this agreement falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.
23. **Governing Law:** This Agreement is being made in the State of South Carolina and shall be construed and enforced in accordance with the laws of the State of South Carolina.
24. **Severability:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
25. **Holding Over:** In the event CHARTER SCHOOL remains in possession of the Rivers School campus after the expiration of the initial Term hereof or any extension CHARTER SCHOOL shall occupy the Rivers School campus on a month-to-month basis, subject to all the conditions of this Agreement. Said month-to-month tenancy can be terminated by District with 30 days written notice. Should eviction proceedings become necessary, CHARTER SCHOOL hereby waives any right to notice or a hearing, and shall be responsible for any fees or costs, including reasonable attorney's fees, incurred by DISTRICT in effecting such eviction.
26. **Subordination and Estoppel Certificates:**
- a. **Subordination.** The rights of CHARTER SCHOOL shall be and remain, at the election of DISTRICT or any ground lessor or mortgagee, subordinate to the lien of and rights under any current or future mortgage, deed of trust, ground lease or other security instrument affecting the Rivers School campus during the term of this Agreement. This subordination shall be effective without the necessity of any additional document being executed by CHARTER SCHOOL; however, if requested by DISTRICT or any mortgagee, CHARTER SCHOOL shall execute and deliver within fifteen (15) days after CHARTER SCHOOL'S receipt of such request in the form requested by DISTRICT, or any mortgagee or ground lessor, any additional documents evidencing the priority or subordination of this Agreement with respect to any such ground lease or the lien of any such mortgage, deed of trust or other security instrument. CHARTER SCHOOL'S failure to timely execute and deliver such additional documents shall, at DISTRICT'S option, constitute an event of default hereunder. Furthermore, if CHARTER SCHOOL fails to execute and deliver any such additional documents within fifteen (15) days of DISTRICT'S request, CHARTER SCHOOL'S failure to execute and deliver such additional documents shall be conclusively deemed to

constitute irrevocable appointment of DISTRICT as CHARTER SCHOOL'S special attorney-in-fact to execute and deliver those additional documents. If DISTRICT'S interest in the Rivers School campus is acquired by any ground lessor or mortgagee, or in the event any foreclosure or in the event a conveyance in lieu of foreclosure is made for any reason, CHARTER SCHOOL shall, notwithstanding any subordination and upon the request of the resulting successor-in-interest to DISTRICT, attorn to such successor-in-interest and recognize such successor-in-interest as the DISTRICT under this Agreement.

- b. **Estoppel Certificates.** Within fifteen (15) calendar days of request by DISTRICT or any mortgagee, CHARTER SCHOOL shall, from time to time, execute and deliver estoppel certificates in the form and certifying such matters with respect to this Agreement, as DISTRICT or any such mortgagee may reasonably request. CHARTER SCHOOL'S failure to timely execute and deliver any such estoppel certificates shall be deemed CHARTER SCHOOL'S certification of the statements in such certificate and, at DISTRICT'S option, shall constitute an event of default hereunder. Furthermore, if CHARTER SCHOOL fails to execute and deliver any such estoppel within fifteen (15) calendar days of DISTRICT'S request, CHARTER SCHOOL'S failure to timely execute and deliver any such estoppel certificate shall be conclusively deemed to constitute irrevocable appointment of DISTRICT as CHARTER SCHOOL'S special attorney-in-fact to execute and deliver such estoppel certificate.

27. **Entire Agreement:** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to such subject matter. This Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest. The masculine pronoun, when used herein, shall include the feminine and neuter pronoun, if applicable, and the singular shall include the plural, if applicable.
28. **Dispute Resolution:** If DISTRICT and CHARTER SCHOOL have any dispute or claim arising out of or relating to this Agreement or breach thereof, and the parties are unable to resolve it between themselves, it is expressly agreed that mediation is the next required step, except that any injunctive relief sought by the DISTRICT, may be filed with and heard by any court of competent jurisdiction selected by the DISTRICT. If the parties cannot agree on a mediator, one will be selected by the Administrative Judge for the Court of Common Pleas for the Ninth Judicial Circuit (Charleston County) from its list of approved mediators. If both parties expressly agree that mediation will serve no useful purpose, then all other disputes or claims shall be resolved in the Court of Common Pleas for the Ninth Judicial Circuit (Charleston County).
29. **Reimbursement of Payments Made by District on behalf of Charter School:** If, after the effective date of this Agreement, monies owed by CHARTER SCHOOL to DISTRICT, whether for funds advanced or services rendered, or for any other reason, and CHARTER SCHOOL fails to make, within 90 days, reimbursement as required by this

agreement, DISTRICT shall have the right to deduct those amounts owed to DISTRICT from amounts DISTRICT owes CHARTER SCHOOL, collects on behalf of CHARTER SCHOOL, or is charged with disbursing to CHARTER SCHOOL. Failure of DISTRICT to exercise this right at any given time shall not be deemed a waiver of DISTRICT's right to invoke this provision at its discretion.

30. **Quiet Enjoyment:** If CHARTER SCHOOL shall timely pay the all amounts due and perform and observe all of the other covenants and conditions to be performed and observed by it hereunder, CHARTER SCHOOL shall at all times during the Term hereof have the peaceable and quiet enjoyment of the Rivers School campus without interference from DISTRICT or any person lawfully claiming through DISTRICT, subject, however, to the terms of this Agreement.
31. **Non-Waiver:** The failure of DISTRICT or CHARTER SCHOOL to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that DISTRICT and CHARTER SCHOOL may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals as of the date and year first written above.

**CHARLESTON COUNTY SCHOOL DISTRICT:**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Its: Superintendent of Schools

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Its: Chairman of the Board of Trustees

**CHARLESTON CHARTER SCHOOL FOR MATH AND SCIENCE:**

By: \_\_\_\_\_ DATE \_\_\_\_\_  
Its: Chairman of the Board of Directors

**EXHIBIT "A"**

Charleston > excellence is our standard  
County SCHOOL DISTRICT

75 Calhoun Street, Charleston, SC 29401

**Finance**  
**BOARD AGENDA ITEM**

**TO:** Board of Trustees  
**FROM:** Michael L. Bobby  
**DATE:** October 12, 2015  
**SUBJECT:** Zero-Based Budgeting

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees approve the proposal for Zero Based Budgeting for implementation of specific areas of the District for FY2017

The material is submitted for:

☒ Action

☐ Information

☒ Open

☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Finance, Operations & Capital Programs Officer	<i>Mr Bobby</i>
Terri Shannon Executive Director for Finance	<i>Terri Shannon</i>

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Financial Services  
October 12, 2015

**SUBJECT:**

Zero Based Budgeting

**BACKGROUND:**

During the budget development process for FY2016 the Board of Trustees requested that the process for future budgeting include a Zero Based Budgeting (ZBB) approach. Staff has been researching the process, documents and results from other agencies including State agencies, school districts, non-profit companies as well as for-profit companies. ZBB aids in the alignment of limited resource allocations with strategic goals. The process, while very time consuming and longer than traditional budgeting, confronts conventional thinking and resource allocation by challenging line items and assumptions.

**DISCUSSION:**

Zero Based Budgeting (ZBB) is a method of budgeting which starts from zero and requires that functions, programs and services be analyzed for their needs and costs, justified from the ground up and tied to the mandates, statutes and goals of the organization. An overview of the ZBB process was presented to Cabinet on September 15, 2015 and to the Audit & Finance Committee of the Board on October 7, 2015. The proposal calls for a work team to be convened for the purpose of developing the specifics of the ZBB process and creation of the materials that will be used to implement the process. The team would represent District stakeholders and provide insight from multiple points of view. This will include using an assessment tool to evaluate and identify the departments and/or programs that would begin the ZBB process for FY2017. Names and representative areas have been indicated in the proposal. However, the specific name of the individual selected to participate on the work team may change.

Research indicates that 100% implementation in a large organization can weaken the positive results gained by the process. The ZBB process is a longer, more time consuming activity and, therefore, it would not be prudent to try to rush the process for the entire organization for implementation in FY2017. Based on the outcome of the assessment of departments and programs, specific areas would begin the ZBB process for creating FY2017 budgets. One example of this approach is indicated below:

- The assessment tool may identify and recommend:
  - one-third of the departments or programs for initial implementation in FY2017
  - another one-third in FY2018
  - the final one-third in FY2019

Once the specific areas are identified and materials submitted for budget consideration, a second team would be convened to review the budget packages. This team would include Board representation and District senior level staff to review, analyze and prioritize the budget requests. Please see attached.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees approve the proposal for Zero Based Budgeting for implementation of specific areas of the District for FY2017

**FUNDING SOURCE/COST:**

There is no additional cost to implementing this process.

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**FUTURE FISCAL IMPACT:**

None

**DATA SOURCES:**

Michael Bobby, CFOCPD

Lisa Cizler, Budget Officer and ZBB Project Manager

Terri Shannon, Executive Director for Finance

**PREPARED BY:**

Lisa Cizler

**REVIEWED BY LEGAL SERVICES**

N/A

**REVIEWED BY PROCUREMENT SERVICES**

N/A

**ATTACHMENTS**

Proposal – Zero Based Budgeting Work Team and Process

Zero Based Budgeting Overview

CCSD Zero Based Budgeting Initiative (DRAFT)

FY2016 Central Department Listing

## **Proposal-Zero Based Budgeting Work Team and Process**

**September 22, 2015**

An overview of Zero Based Budgeting (ZBB) was presented to Cabinet on September 15, 2015 and will be presented to Audit and Finance on October 5, 2015. In order to move the process forward, we are proposing to convene a work team led by finance personnel, but to also include representatives from the Board, Audit and Finance Committee, Schools and Central Offices. This team would meet four to six times in the fall to develop and refine the ZBB process and materials that will be used to implement the process, including an assessment tool to be used evaluate and categorize departments and programs based on dollar impact, impact to students, and risk. This team would also employ the assessment tool created to determine which schools, departments and programs would be included in ZBB for FY 2017. It is intended that this team would represent a cross section of District stakeholders and provide meaningful feedback, and suggestions from multiple points of view. Depending on the outcome of the assessment, specific departments and programs may be identified for the initial implementation planned for FY2017.

### **Proposed Work Team (process design and development)**

Tom Ducker	Board of Trustees and Audit & Finance Committee
Todd Garrett	Board of Trustees and Audit & Finance Committee
Susan Leadem	Audit & Finance Committee
John Cobb or Mary Runyon	Learning Communities
Rob Bowers	Central Offices, Human Resources
Elaine Berry	Central Offices, Educational Technology
Kim Foxworth	Central Offices, Early Childhood Education
Michael Antonelli	Elementary Schools
David Parler	Middle Schools
Kim Wilson	High Schools
Debbie Gunn	Central Offices, Maintenance
Terri Shannon	Central Offices, Financial Services
Kellie Meyer	Central Offices, Financial Services
Lisa Cizler	Central Offices, Budgeting

This team's work would be concluded when materials for completing ZBB packages have been developed and are distributed to the areas selected.

A second team would be convened when packages are completed and presented to review, analyze, and prioritize packages for distribution of available resources. It is intended that the members



of this team would not be otherwise involved in the preparation or presentation of the budget packages and would form an impartial and unbiased review team.

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**Proposed Review Team (review, analysis, and prioritization of budget packages)**

Gerrita Postlewait

Mike Bobby

Two Board Member Representatives

Susan Leadem

Jeff Borowy

Bill Briggman

Sandy Brossard

Terri Shannon

**Seeking approval for:**

We are currently seeking approval to include the proposed members of the work team and to move forward with convening the team for the purposes described above.

# Zero Based Budgeting

## General Overview

### Definition:

A method of budgeting in which the budget starts from zero and requires that functions, programs, and services be analyzed for their needs and costs, and justified from the ground up each budget cycle.

***“Budgeting is not accounting. It is accountability. As such, it is not the exclusive responsibility of the finance manager or the top executive. Zero Based Budgeting involves everyone in decision making.”***

[www.accounting.fundamentalfinance.com](http://www.accounting.fundamentalfinance.com)

### What it is:

- Broad reaching cost transformation effort
- Blank sheet of paper approach (not just adjusting incremental expenditures)

### What it is *not*:

- Slash and burn/“cut costs to the bone” mentality

### Advantages of ZBB:

- Helpful for aligning resource allocations with strategic goals (weeds out stale, ineffective and counterproductive activities)
- Can lower costs by avoiding blanket increases and decreases to a prior year’s budget and channels funds to prioritized areas
- Builds a culture of cost management and increases restraint in developing budgets
- Controls entitlement mentality with respect to cost increases
- Confronts conventional thinking and resource allocations by challenging every line item and assumption
- Requires managers to scrutinize and justify every expense item that should be kept and ensures budgetary allocations and discussions are meaningful and purposeful

### Potential Disadvantages of ZBB:

- Time consuming process that takes much longer than traditional budgeting
- Can reward short term thinking if not implemented properly

### Other considerations:

- Hinges on leadership being dedicated to the task and must ensure reviews are non-biased
- Reviews have to truly assess every item in the budget, or word will get out quickly that this new budgeting technique is more symbolism than substance

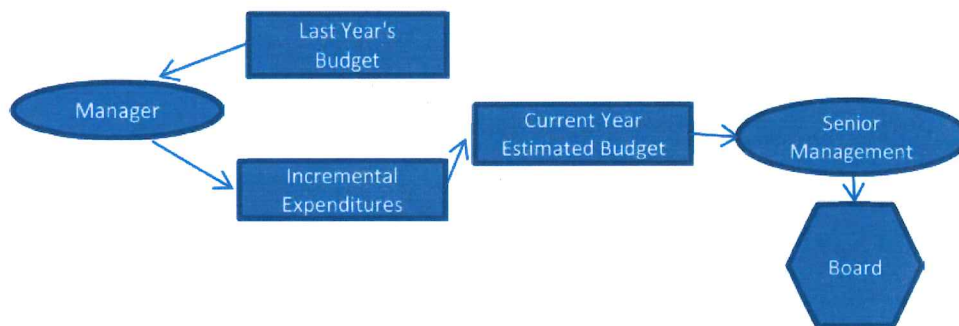
# Zero Based Budgeting

## General Overview

### Major Processes:

- Identification of decision units and decision packages (cost centers/budget centers)
- Decision packages prepared with tools provided to build a comprehensive fact base of current offerings, functions and expenses, and alternatives to current service delivery (base, current, enhanced)
- Analysis of each decision package
- Ranking of decision packages (prioritization of all programs and activities)
- Allocation of resources
- Budget Preparation
- Monitoring and evaluation (packages should contain Identify goals and performance measures)

### Traditional Approach:



### ZBB Approach:



### For Additional Information:

- "Zero Based Budgeting." Fundamental-Finance.com. <http://accounting.fundamentalfinance.com/zero-based-budgeting.php>
- "Pros and Cons of Zero Based Budgeting." Financial Web. [www.finweb.com/financial-planning/pros-and-cons-of-zero-based-budgeting](http://www.finweb.com/financial-planning/pros-and-cons-of-zero-based-budgeting)
- Callaghan, Hawke, and Mignerey. "Five Myths (and Realities) About Zero Based Budgeting." CFO.com. October 21, 2014. [www2.cfo.com/budgeting/2014/10/five-myths-zero-based-budgeting](http://www2.cfo.com/budgeting/2014/10/five-myths-zero-based-budgeting)

# CCSD Zero Based Budgeting Initiative

## Decision Package Development

### Identify and Evaluate Key Activities

- Identify key activities of the program
  - Is the activity concentrated in one particular department or school (or group of schools) or is it implemented consistently across the system?
  - Who is the primary constituency for the activity?
  - How does this activity related to the purpose of the program?
  - Is there any historical context for the activity that is important for decision makers to know?
  - Is there a Board policy related to the activity or program?
  - Is this a new initiative or project? If so, is it elective or mandated by law?
  - What are the consequences of not performing the activity (consider legal and statutory regulations/requirements)?
- Identify alignment with the District's vision
- Identify staff performing the key activities and the percentage of their time on each key activity
- Alternate approaches to deliver services/Alternative budgets (levels?)
  - What are some alternative ways of delivering the services of the program? Are there tradeoffs with the alternative methods?
- What are State and Local mandates related to this activity?

### Provide Program Summary

- What is the program/department's purpose
- What is the overview description of the program?
- What accomplishments can be noted which display success in achieving key outcomes
- What are the specific program goals, outcomes and strategies as they align to the District's strategic vision

### Identify Resource Needs/Analyze Program Budget and Expenditures

- What is the **current** cost to carry out each activity?
- What is the cost to carry out the **base level** of each activity?
- What are the costs of any proposed **enhancements** to any activity?
- What are the costs of any **alternatives** to current activities?

## **CCSD Zero Based Budgeting Initiative Decision Package Development**

- Items to consider/evaluate for each activity:
  - How have changes in funding affected the cost to provide services?
  - What percentage of expenditures is dedicated to personnel?
  - What have the staffing trends been for the program for the last three fiscal years?
  - Are salaries and wage expenditures primarily for full time or part time staff? Have you considered a different staffing level approach?
  - Does the department use contractors to fulfill activities that could be done with staff and the reverse? What services are contracted?
  - For existing contracts, what is the contract length and when does the contract expire?
  - Are funds for encumbered for contracts spent in a timely manner, or do contracts act as a “parking lot” for funds between years and take more than one fiscal year to spend down?
  - Are contractors working on specific time limited projects or ongoing routine work?
  - Are any contracts open for bid in FY2016 or FY2017?
  - What method was used to calculate the supply budget?
  - Are there unusual items required for this program, or are there cyclical buying cycles for items
  - How have supply expenditures changed over the last three year?
  - Are travel costs monitored to ensure staff chooses the most cost effective arrangements? Does the department review staff schedules to minimize travel (mileage)?
  - Has the department minimized/eliminated meeting meals?
  - What types of dues are paid by the department? How does the department determine who it will pay dues for and what dues it will pay?
  - What professional development is included in the budget
  - What areas of spending has the department targeted for reduction over the last several budget cycles? What areas has the department increased spending for over the last several budget cycles?
  - Is the program or department currently performing any activities that are not statutorily required? What would be the impact of halting those activities? Conversely, are there activities not occurring that are required by law/statute?
  - Can the program or its activities be implemented more efficiently?
  - Are there alternative/less costly ways the program could be implemented?
  - Is this program or activity duplicative or similar to any other programs in the District or outside?
  - Does this program/service have to be provided by the District? Could the service be provided by the outside?

## **CCSD Zero Based Budgeting Initiative Decision Package Development**

### **Develop and Evaluate Performance Measures/Measuring Program Performance**

- Review existing and historical measures for the program
- Develop and evaluate measures for each key activity (at least one for each key activity); things to consider:
  - What do we do?/how much do we do?
  - How well do we do it?
  - What is the impact on the target population?
  - State/Federal/other benchmarks
- Other considerations;
  - Is the data provided for the measure reliable and accurate?
  - Can the sources used for the data be documented?
  - What are the limitations of the data available for the measure, if any?

### **Summarize results of analysis**

- Questionnaires and templates will be provided to collect and report data, as well as historical data (staffing and expenditures) to support the analysis

# **FY2016 Central Department Listing**

<b>Cost Center</b>	<b>Cost Center Name</b>	<b>Department Head/Resp for Budget Prep</b>
0100	BOARD OF TRUSTEES	GERRITA POSTLEWAIT
0101	SUPERINTENDENT'S OFFICE	GERRITA POSTLEWAIT
0102	ACCESS & OPPORTUNITY	PAUL PADRON
0103	FACILITY SERVICES	RONALD KRAMPS
0163	ENGINEERING & ASSET MGMT	RONALD KRAMPS
0104	CHIEF ACADEMIC OFFICE	LISA HERRING
0105	PAYROLL OFFICE	SUSAN HURLEY
0106	ACCOUNTING OFFICE	STEPHANIE NETTIS
0107	COMMUNITY EDUCATION OFFICE	JASON SAKRON
0108	EMPLOYEE RELATIONS	WILLIAM SUGGS
0111	MAINTENANCE DEPARTMENT	ERIC COOK
0112	SCHOOL FOOD SERVICES	WALTER CAMPBELL
0113	CAPITAL IMPROVEMENT	JEFF BOROWY
0115	OFFICE OF COMMUNICATIONS	ERICA TAYLOR
0116	CONSTRUCTION PROCUREMENT	LARRY LUTRARIO
0117	OFFICE OF GENERAL COUNSEL	JOHN EMERSON
0118	GIFTED & TALENTED	DENISE ZACHERL
0119	PLANT OPERATIONS	DENNIS BURGESS
0193	GENERAL SERVICES	DENNIS BURGESS
0201	QUALITY ASSURANCE	DENNIS BURGESS
0120	CATEGORICAL PROGRAMS	MICHELLE ENGLISH-WATSON
0181	TITLE I PARENTING & FAMILY LIT	MICHELLE ENGLISH-WATSON
0121	FINE ARTS	JAMES BRAUNREUTHER
0122	ENG FOR SPEAKERS OF OTHER LANG	CHRISTOPHER HAGY
0123	OFFICE OF ADULT EDUCATION	SUSAN FRIEDRICH
0124	OFFICE OF TEACHER EFFECTIVENESS	ANITA HUGGINS
0125	CURRICULUM & INSTRUCTION	SANDRA BROSSARD
0142	SOCIAL STUDIES OFFICE	SANDRA BROSSARD
0143	SCIENCE OFFICE	SANDRA BROSSARD
0145	ELA OFFICE	SANDRA BROSSARD
0146	MATH OFFICE	SANDRA BROSSARD
0126	OPERATIONAL PLANNING	SEAN HUGHES
0161	UTILITIES/ENERGY MANAGEMENT	SEAN HUGHES
0128	CURRICULUM & INSTRUCTION	CAROL LEOPOLD
0132	COMMUNITY OUTREACH	BRENDA NELSON
0134	HEALTH SERVICES OFFICE	MELISSA PRENDERGAST
0135	CAREER & TECH	VIRGINIA REIJNERS
0136	PUPIL ACCOUNTING	CELESTE LARIBO
0137	BUSINESS INTELLIGENCE	FELICIA BLYE
0139	ARCHIVES & RECORDS	ROBIN MCNEAL
0140	OFFICE OF SECURITY	WILLIAM SCOTT
0141	INTERNAL AUDIT	CATHLEEN MILNE
0144	PROCUREMENT SERVICES	WAYNE WILCHER
0147	CAPITAL PROJECTS ACCOUNTING	JOYCE COSTELLO

# **FY2016 Central Department Listing**

<b>Cost Center</b>	<b>Cost Center Name</b>	<b>Department Head/Resp for Budget Prep</b>
0150	CHILD DEVELOPMENT	KIM FOXWORTH
0151	EARLY CHILDHOOD PROGRAM	RUTH TAYLOR
0152	TECH & INFORMATION SYSTEMS	JOHN LOWE
0153	IT NETWORK OPERATIONS	THOMAS NAWROCKI
0154	STUDENT TRANSPORTATION	CURTIS NORMAN
0155	EDUCATIONAL TECHNOLOGY	ELAINE BERRY
0156	IT CUSTOMER SUPPORT	JUDY WYNDHAM
0157	HR OPERATIONS	BILL BRIGGMAN
0158	BUDGETING OFFICE	ALLEN MILBURN
0160	HVAC SHOP	DEBBIE GUNN
0162	PLUMBING	DEBBIE GUNN
0164	CARPENTRY	DEBBIE GUNN
0172	ELECTRICAL SHOP	DEBBIE GUNN
0166	RISK MANAGEMENT	DANA HENDERSON
0167	GUIDANCE & COUNSELING	AMY NELOMS
0169	OFFICE OF EXCEPTIONAL CHILDREN	JACINTA BRYANT
0170	ASSESSMENT & EVALUATION	LAURA DONNELLY
0171	PROCUREMENT /CONTRACT SRVS	ROBIN MCNEAL
0173	INFORMATION TECHNOLOGY	JOHN MCCARRON
0180	FINANCE & ADMINISTRATIVE SER	MICHAEL BOBBY
0182	DISTANCE EDUCATION LEARN CNTR	CHRIS METIVIER
0195	FINANCIAL SERVICES	TERRI SHANNON
0200	ELEM LEARNING COMM	TERRI NICHOLS
0384	STUDENT INTERVENTION SERVICES	KATHY CHICK
0700	SECONDARY/POST SECONDARY LC	LYNDA DAVIS
0800	MIDDLE SCHOOL LC	JAMES WINBUSH





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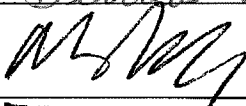

**Capital Programs**  
**BOARD AGENDA ITEM**

**TO:** Board of Trustees  
**FROM:** Michael L. Bobby  
**DATE:** October 12, 2015  
**SUBJECT:** CAPITAL PROGRAMS PHASE III EXCESS REVENUES LIST

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees authorize the use of excess Phase III (2011-2016) funds for the recommended projects (attachment 1).

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Finance, Operations & Capital Programs Officer	
Jeffrey T. Borowy Deputy for Capital Programs	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Capital Programs  
October 12, 2015

**SUBJECT:**

CAPITAL PROGRAMS PHASE III EXCESS REVENUES LIST

**BACKGROUND:**

- Sales tax revenues for subject program have been based on 2.0% growth; however, growth has averaged over 8.0% between May 2012 and July 2015. As such, staff has modified its' cash flow model to reflect a 5% grow rate which we believe is a very realistic rate to expect for the remainder of the program (through December 2016). This would result in the generation of a total of \$486.1 million.
- Staff anticipates a total program requirement of \$473.0 million which would result in projected excess revenue of \$13.1 million based on the 5% growth rate.

**DISCUSSION:**

- Options for use of the excess revenues include paying down debt balance or applying the revenues to existing Phase III projects. Staff recommends applying the excess revenues to valid projects in which the additional work would support the program priorities of life safety, enrollment and program equality.
- The Capital Program Phase III Excess Revenue Project List (attachment 1) summarizes projects recommended for use with excess revenues. A description of each project is provided below:
  - Angel Oak Elementary School (ES) Master Plan Alternative 1 (\$4.80 million): constructs an 8,200 square foot multi-purpose room, exterior canopy and drama room; and upgrades all demising walls between classrooms. This supports the March 10, 2014 Board of Trustees direction that all future requests for Angel Oak ES be consistent with what other partial magnets have received.
  - Athletic Improvements – Military Magnet Academy (MMA) Athletic Field (\$3.62 million): The only field on the MMA campus was displaced by the parking lot for the future Chicora ES. On September 14, 2015, the Board of Trustees authorized staff to enter into a design contract for the project which will be part of the future City of North Charleston park. The construction project will include a rectangular playing field/parade ground and synthetic track complex.
  - Athletic Improvements – Additional design and construction requirements (\$1.52 million): The referendum listed 10 high schools for use of project funds. After review of outstanding work orders and incorporating the needs of the respective high school principals and athletic directors, attachments 2 and 3 were developed. The total estimated cost of the projects (\$5.52 million)

exceeds the project budgeted amount of \$4 million by \$1.52 million. In light of our ability to only invest \$180,000 each year over the past 9 years into athletic improvements at these high schools, the additional investment is essential to achieving program equity.

- Angel Oak ES Master Plan Alternative 2: constructs music, dance and art classrooms adjacent to the multi-purpose room. This supports the March 10, 2014 Board of Trustees direction that all future requests for Angel Oak ES be consistent with what other partial magnets have received.
- Other (not prioritized with the above four projects due to the small size (\$0.15 million)): 1) Seismic analysis of the former St. Andrews MS: although listed in the tax referendum, staff did not seek funding for the project when the Board approved the other seismic studies on November 10, 2014, since future use of the facility was undecided. Now that it has been determined that the school will be used by the District for business purposes, a seismic study is required by the Office of School Facilities. 2) Removing louvers from Charleston Progressive Academy (CPA): During construction of CPA, CCSD sought approval from the Board of Architectural Review (BAR) to eliminate the large metal louvers that cover the windows facing Meeting St. The louvers serve no structural purpose on the facility. The BAR disapproved the request, but is now amenable to approving the change. If funding is authorized, the City of Charleston will submit the request for BAR approval.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees authorize the use of excess Phase III (2011-2016) funds for the recommended projects (attachment 1).

**FUNDING SOURCE/COST:**

The 2010-2016 Capital Building Program (Phase III) funded by the one (1) cent sales tax revenues.

**FUTURE FISCAL IMPACT:**

Angel Oak: Alternative 1 would require an annual increase in GOF of \$61,000 for custodial, maintenance and utilities. Alternative 2 would have an annual increase in GOF of \$38,000 for custodial, maintenance and utilities; and funding for one FTE.

Athletic Improvements: negligible increases in custodial, maintenance and utilities costs.

**DATA SOURCES:**

Jeffrey T. Borowy, Deputy for Capital Programs

Rick W. Holt, Director, Cumming Construction Management, Inc.

Jeremy Niedfeldt, Public Financial Management, Inc

**PREPARED BY:**

Jeffrey T. Borowy, Deputy for Capital Programs

Rick W. Holt, Director, Cumming Construction Management, Inc.

**REVIEWED BY LEGAL SERVICES**

Carol Clark, Haynsworth Sinkler Boyd, P.A.

**REVIEWED BY PROCUREMENT SERVICES**

Lawrence Lutrario, Construction Procurement Officer

**ATTACHMENTS**

1. Capital Program Phase III Excess Revenue Project List of 28 Sep 2015
2. CCSD Athletic Improvements Program Estimate of 21 Sep 2015
3. CCSD Athletic Improvements Program Summary of 21 Sep 2015

CAPITAL PROGRAM PHASE III EXCESS REVENUES PROJECT LIST (of 28 Sep 2015)						
PRI	PROJECT	SUMMARY	AMOUNT (\$M)	LIFE SAFETY	ENROLLMENT	PROGRAM
1	Angel Oak ES	Master Plan Alt 1: construct multi-purpose room and additional classroom	4.80		X	X
2	Athletic Improvements	Replace ball field for Military Magnet displaced by Chicora parking lot	3.62		X	X
3	Athletic Improvements	Additional work to meet the needs at 10 high schools	1.52		X	X
4	Angel Oak ES	Master Plan Alt 2: construct arts addition (three additional classrooms)	2.94		X	X
	Other	Seismic analysis of the former St Andrews MS removing louvers at Charleston Progressive Academy	0.15			
TOTAL			13.03			
ANTICIPATED REVENUES AVAILABLE						
		FUNDS PROJECTED (MILLIONS)				
		REMAINING PROGRAM GROWTH	AVAILABLE	NEEDED	EXCESS	
		2%	\$480.7	\$473.0	\$7.7	
		3.50%	\$483.4	\$473.0	\$10.4	
		5%	\$486.1	\$473.0	\$13.1	

## Charleston County School District Athletic Improvements Program Estimate 21 Sep 2015

Program Estimate Cost Summary	Total
Lincoln High School	\$540,961
Wando High School	\$1,265,450
Stall High School	\$854,685
North Charleston High School	\$225,608
Academic Magnet School	\$99,377
Military Magnet School	\$489,151
St. Johns High School	\$373,197
West Ashley High School	\$965,905
Burke High School	\$270,285
Baptist Hill High School	\$434,854
Total Estimated Program Cost	\$5,519,473

**CCSD**  
**Athletic Improvements Program Summary**  
**21 Sep 2015**

**Lincoln HS:**

- a) New Gym Floor.
- b) New basketball goals.
- c) Renovation of Stadium concessions and toilets.

**Wando HS:**

- a) Provide 3000 SF weight room expansion.
- b) Provide Athletic storage building.
- c) Repair bleachers @ Gym

**Stall HS:**

- a) Provide 2 modular restroom facilities at ball field.
- b) Install new track.
- c) Repair/correct drainage at Home side (Stall Stadium).
- d) Replace 160' of fencing (Stall Stadium).
- e) Replace floor and paint @ concessions (Stall Stadium).

**North Charleston HS:**

- a) New scoreboard @ gym.
- b) Provide modular restroom/locker room at stadium.
- c) Provide new 400 seat aluminum modular bleachers at stadium.
- d) Press box concrete repairs.

**Academic Magnet:**

- a) Provide new 650 seat aluminum modular bleachers at stadium.

**Military Magnet HS:**

- a) Provide New basketball scoring table at gym.
- b) Provide 500 SF athletic storage building.
- c) Provide 1500 SF weight room expansion.



**St. Johns HS:**

- a) Provide new wall pads and backboard covers at Gym.
- b) Replace press box windows at stadium.
- c) Install "crow's nest" on press box.
- d) Provide landscaping on home side of stadium.
- e) Resurface tennis courts.
- f) Provide Athletic storage building.

**West Ashley HS:**

- a) Provide track & field repairs/upgrades.
- b) Provide stadium sound system.
- c) Refurbish stadium press box.
- d) Expand concession 200 SF at stadium.
- e) Provide practice field lighting.
- f) Refurbish & repair bleachers at Gym.
- g) Repaint Gym walls.
- h) Refurbish Gym floor.
- i) Convert Gym scoreboards to wireless.
- j) Replace Gym sound system.
- k) Provide indoor batting cage netting.
- l) Provide curb ramps at field.
- m) Relocate batting cages and install 2,500 SF open roof frame.
- n) Repair/improve drainage at tennis courts.

**Burke HS:**

- a) Perform an engineering assessment of Stoney Field.
- b) Replace concession stand gate.
- c) Replace doors at gym.
- d) Replace sound system at gym.
- e) Add hallway doors at gym.
- f) Remove dividing wall at weight room.
- g) Provide new scoreboards at gym.
- h) Add security fencing.
- i) Other work at Stoney Field TBD after assessment completion.

**Baptist Hill HS:**

- a) Replace track.
- b) Provide additional 100 seats at stadium.
- c) Repair gym roof leaks.

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75 Calhoun Street, Charleston, SC 29401

**FACILITIES MAINTENANCE AND ASSET MANAGEMENT  
BOARD AGENDA ITEM**

**TO:** Board of Trustees  
**FROM:** Michael L. Bobby  
**DATE:** October 12, 2015  
**SUBJECT:** Sinking Fund Reallocation

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees approve a request from staff to reallocate "sinking" funds, as shown on attached resolution.

The material is submitted for:




☒ Action

☐ Information

☒ Open

☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Finance, Operations & Capital Programs Officer	
Ronald F. Kramps Executive Director Facilities Maintenance & Asset Management	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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FACILITIES MAINTENANCE AND ASSET MANAGEMENT  
October 12, 2015

**SUBJECT:**

Sinking Fund Reallocation

**BACKGROUND:**

On February 9, 2015, by Item 10.1.D, the Board of Trustees approved to utilize "sinking" funds in the amount not to exceed \$12.4 million.

**DISCUSSION:**

Since inception of this program, five projects have been completed and savings identified. These cost savings are identified below:

1. Modifications were made to the scope of work at CC Blaney Elementary School. A surplus in the amount of \$1,117,217 was identified.
2. West Ashley Middle School Renovations was bid and awarded. Cost savings in the amount of \$150,000 was identified.
3. Pinckney Elementary, CE Williams Middle and Cario Middle new portable restrooms were bid and awarded. Cost savings in the amount of \$10,823.

CCSD staff decided to modify the scope of work on two projects. These increases are identified below:

1. Simmons Pinckney renovation for an increase of \$207,000.
2. St. Andrews Middle School renovation for an increase of \$60,000.

Six new projects have been identified:

1. Mt. Zion Elementary - sewer tile field replacement at \$60,000
2. Calhoun Street - reorganization at \$150,000
3. Wando High School - band tower replacement at \$170,000
4. St. John's High School - interior painting at \$110,000
5. Various trailer moves - relocations at \$500,000
6. West Ashley Head Start - parking lot design at \$25,000

Finally, Program Contingency - Sinking Fund #586 has been decreased by \$3,960.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees approve a request from staff to reallocate "sinking" funds, as shown on attached resolution.

**FUNDING SOURCE/COST:**

Sinking Funds

**FUTURE FISCAL IMPACT:**

None

**DATA SOURCES:**

Deborah Gunn, Maintenance Services Officer  
Ronald F. Kramps, Executive Director FM&AM  
Joyce Costello, Capital Projects Accounting Officer

**PREPARED BY:**

Deborah Gunn, Maintenance Services Officer  
Ronald F. Kramps, Executive Director FM&AM

**REVIEWED BY LEGAL SERVICES**

N/A

**REVIEWED BY PROCUREMENT SERVICES**

N/A

**ATTACHMENTS**

1. Resolutions Requesting Reallocation of Funding

**RESOLUTION REQUESTING REALLOCATION OF FUNDING  
CAPITAL PROGRAM - SINKING FUND**

CAPITAL PROGRAM - SINKING FUND - TOTAL BUDGETS AND ADJUSTMENTS				
PROJECT #	PROJECT	APPROVED BUDGET	PROPOSED BUDGET	VARIANCE
5096	CC Blaney	\$1,300,000	\$182,783	(\$1,117,217)
5091	West Ashley MS	\$2,000,000	\$1,850,000	(\$150,000)
5094	Pinckney ES (portable restroom)	\$55,000	\$51,385	(\$3,615)
5094	CE Williams MS (portable restroom)	\$55,000	\$51,385	(\$3,615)
5094	Cario MS (portable restroom)	\$55,000	\$51,407	(\$3,593)
5089	Simmons Pinckney	\$2,000,000	\$2,207,000	\$207,000
5090	St. Andrews MS	\$1,000,000	\$1,060,000	\$60,000
New	Trailer Moves / Relocations (various)	\$0	\$500,000	\$500,000
New	Mt Zion ES (sewer tile field replacement)	\$0	\$60,000	\$60,000
New	Calhoun (reorganization)	\$0	\$150,000	\$150,000
New	Wando HS (band tower replacement)	\$0	\$170,000	\$170,000
New	St. Johns HS (interior painting)	\$0	\$110,000	\$110,000
New	West Ashley Head Start (parking lot design)	\$0	\$25,000	\$25,000
9968	Program Contingency - Sinking Fund #586	\$46,478	\$42,518	(\$3,960)
	TOTAL	\$6,511,478	\$6,511,478	\$0

Resolved this 12th day of October 2015.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael L. Bobby  
Chief Finance, Operations, and Capital Programs Officer

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ronald F. Kramps  
Executive Director of Facilities Maintenance and Asset Management

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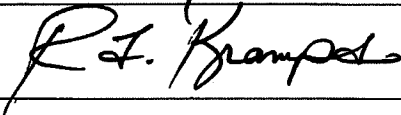
**FACILITIES MAINTENANCE AND ASSET MANAGEMENT  
BOARD AGENDA ITEM**

**TO:** Board of Trustees  
**FROM:** Michael L. Bobby  
**DATE:** Oct 12, 2015  
**SUBJECT:** Locating a Charter School at the former St Andrews Middle School

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees approve further planning for location of a charter school at the former St Andrews Middle School.

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
Michael L. Bobby Chief Finance, Operations & Capital Programs Officer	
Ronald F. Kramps Executive Director Facilities Maintenance & Asset Management	

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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Facilities Maintenance and Asset Management  
OCTOBER 12, 2015

**SUBJECT:** Locating a Charter School at the former St Andrews Middle School

**BACKGROUND:** Charleston County School District Facilities Maintenance and Asset Management (FM&AM) has been engaged in minor renovation at the former St Andrews Middle School to repurpose the facility for use in teacher and staff professional development and as office space for various central staff. Several charter schools have approached the District asking to move into the facility. There is some space available, provided that the District does not need to move large numbers (50+) of central staff from the headquarters or other locations around the county into the facility. Ongoing planning associated with such moves includes evaluations of existing facility systems. Also, recent discussions were held with the Office of School Facilities to ensure that moving education functions (charter) back into the school, and anticipated code upgrades, would not be cost prohibitive.

**DISCUSSION:**

Representatives of FM&AM met recently with the head of Office of School Facilities (OSF) and representatives of one charter school at the St Andrews facility. Based on these discussions alone, there do not appear to be impediments to moving an education function back into the facility. Required facility upgrades would include painting, window blinds, upgrading some door locks and hardware, minor improvements to bathrooms, and some planning to alleviate anticipated traffic congestion - roughly \$50-75K. However, FM&AM has commissioned a code compliance evaluation and Capital Programs has commissioned a seismic evaluation of the facility. The outcome of these evaluations could dictate facility improvements, the scope and cost of which are not known now.

The co-location of education and administrative functions at St Andrews facility would highlight challenges associated with parking at the facility, and would present a significant management challenge to prevent unnecessary mingling of visiting staff and students inside the facility and on the grounds. But OSF did not see these challenges as insurmountable nor do they intend to involve themselves regarding such challenges.

Depending on the required floor plan needs of a charter, an estimated monthly fee for maintenance and operations alone is \$3000-5000. Other possible costs might include facility renovation costs for items discovered during the aforementioned facility evaluations.

As a reminder, the use by a charter may limit use of the facility for professional development or relocation of other CCSD central staff, depending on a charter's floor plan need and their desired duration for use.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees approve further planning for location of a charter school at the former St Andrews Middle School.

**FUNDING SOURCE/COST:** na

**FUTURE FISCAL IMPACT:** na

**DATA SOURCES:**

Ron Kramps, Executive Director FM&AM

**PREPARED BY:**

Ron Kramps, Executive Director FM&AM

**REVIEWED BY LEGAL SERVICES**

John Emerson

**REVIEWED BY PROCUREMENT SERVICES**

Wayne Wilcher



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OFFICE OF GENERAL COUNSEL  
BOARD AGENDA ITEM

**TO:** Board of Trustees

**FROM:** John F. Emerson



**DATE:** October 12, 2015

**SUBJECT:** Board Committee Meetings

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees approve first reading of the proposed revision to Policy BDE Board Committees to limit time for discussion and to adopt a method of doing so.

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
John F. Emerson General Counsel	

Committee Recommendation(s):

Mr. Tripp Wiles, Chair Policy and Personnel Committee	
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Office of General Counsel  
October 12, 2015

**SUBJECT:**

Limiting time for discussion during board committee meetings

**BACKGROUND:**

Board members have expressed concern over the amount of time spent discussing agenda items at board committee meetings and, consequently, the unnecessary duration of such meetings.

**DISCUSSION:**

The Charleston County School District Board of Trustees is being asked to consider time limits for discussion at board committee meetings to ensure that items are discussed adequately but efficiently. The revision also organizes subjects under subtitles.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees approve first reading of the proposed revision to Policy BDE Board Committees to limit time for discussion and to adopt a method of doing so.

**FUNDING SOURCE/COST:** N/A.

**FUTURE FISCAL IMPACT:** N/A.

**DATA SOURCES:** N/A

**PREPARED BY:** John F. Emerson, General Counsel.

**REVIEWED BY LEGAL SERVICES:** N/A

**REVIEWED BY PROCUREMENT SERVICES:** N/A.

**ATTACHMENTS:**

Proposed revision to Policy BDE, Board Committees

## BOARD COMMITTEES

Code **BDE** Draft **9/15**

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**Sponsor:** Tom Ducker

Purpose: To establish the basic structure for the board's use of committees comprised of board members.

The board believes that it operates most effectively when board members receive the same information, explore options and make decisions together. However, board committees, when needed, shall be used to support the work of the board and to reinforce the wholeness of the board's job, but never to interfere with the delegation of authority from the board to the superintendent.

### **Standing and *Ad Hoc* Committees**

There may be standing committees as approved by the board. The board may also appoint special and/or *ad hoc* committees whose members are appointed by the chairman. The function of special committees shall be fact-finding, deliberative and advisory, but never legislative or administrative. Such committees shall serve until they have accomplished their purpose and/or until they are discharged.

A board committee's existence and charge come from the board and its work is intended to support the board's work. The only board committees are those created by the board and addressed through this policy. Unless otherwise indicated, a committee ceases as soon as its task is completed.

### **Committee Meetings**

All committee meetings shall be open to the public. All committees shall give timely notice of their meetings in accordance with applicable provisions of the South Carolina Freedom of Information Act, as amended.

During discussion, committee members shall have a maximum of two (2) minutes each to address each agenda item, including, but not limited to, questions asked and answers received, for a total debate time of twenty (20) minutes on any one item. At the end of ten (10) minutes or when each member has had an opportunity to participate, the Committee Chairperson shall "call the question" and take the vote. If additional discussion is required, the Committee Chairperson shall require a two-thirds (2/3) vote of the Committee to continue the debate for a maximum of another ten (10) minutes, if necessary. Otherwise, there being no questions, the vote would be taken without comment. A debate cannot be extended beyond twenty (20) minutes (10 minutes + 10 minutes).

Two countdown timers shall be set up. One will monitor the full debate period of ten (10) minutes and the other will monitor the two (2) minutes allowed to each board member.

Adopted 12/8/75; Revised 12/8/86, 7/26/04

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Legal references:

A. S. C. code, 1976, as amended:

1. Section 30-4-20 (a) - Defines public body.
2. Section 30-4-60 - Meetings of public bodies shall be open.

3. Section 30-4-70 - Meetings which may be closed.
4. Section 59-19-110 - Board may designate members to investigate matters under its control.

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OFFICE OF GENERAL COUNSEL  
BOARD AGENDA ITEM

**TO:** Board of Trustees

**FROM:** John F. Emerson



**DATE:** October 12, 2015

**SUBJECT:** Amend the CCSD 2015-2016 Academic Calendar to schedule a make-up day on November 3, 2015, Election Day.


**RECOMMENDATION:** It is hereby recommended that the Charleston County School Board of Trustees approve an action to amend the CCSD 2015-2016 Academic Calendar to use Election Day, November 3, 2015 as a make-up day.

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
John F. Emerson General Counsel	

Committee Recommendation(s):

Mr. Tripp Wiles, Chair Policy and Personnel Committee	
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10.1B

Office of General Counsel  
October 12, 2015

**SUBJECT:** Amend the CCSD 2015-2016 Academic Calendar to schedule a make-up day on November 3, 2015, Election Day.

**BACKGROUND:** Due to historic rainfall, wind and flooding that began on October 2, 2015, the Charleston County School District had to close schools on Friday, October 2, Monday, October 5, and Tuesday, October 6, 2015.

**DISCUSSION:** Due to inclement weather, the Charleston County School District closed schools for three days in early October, 2015. This is an unusually large number of days to make up this early in the academic year. Further, the 2015-2016 Academic Calendar reflects only three potential make-up days. October 23 will be converted to an instructional day in order to fulfill the first make-up day. Under the current Academic Calendar, previously approved by the Board, Election Day, November 3, is holiday on which all schools and offices are to be closed. In an effort to provide for a second make-up day during the remainder of the calendar year, staff proposes that the Board amend the current Academic Calendar to include November 3, 2015 as a make-up day.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees approve an action to amend the CCSD 2015-2016 Academic Calendar to use Election Day, November 3, 2015, as a make-up day. (Note: staff is directed to address safety concerns.)

**FUNDING SOURCE/COST:** N/A.

**FUTURE FISCAL IMPACT:** N/A.

**DATA SOURCES:** N/A

**PREPARED BY:** John F. Emerson, General Counsel.

**REVIEWED BY LEGAL SERVICES:** N/A

**REVIEWED BY PROCUREMENT SERVICES:** N/A.

**ATTACHMENTS:**



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CONTRACTS AND PROCUREMENT SERVICES  
Board Agenda Item

**TO:** Board of Trustees  
**FROM:** Michael L. Bobby  
**DATE:** October 12, 2015  
**SUBJECT:** Contract Extension of Parlant Technology now known as Blackboard  
(Parentlink ASP License)

**RECOMMENDATION:** It is hereby recommended that the Board of Trustees approve to extend Request for Proposal P7043 Automated Notification Systems contract for three months.

The material is submitted for:

☒ Action

☐ Information

☒ Open

☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	<i>Gerrita Postlewait</i>
Michael L. Bobby Chief Finance, Operations & Capital Programs Officer	<i>M L Bobby</i>
Wayne Wilcher, CPPO, CPPB Director, Contracts, Procurement, and Records	<i>Wayne Wilcher</i>

Committee Recommendation(s):

Mr. Todd Garrett, Chair Audit & Finance Committee	
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10.10

October 12, 2015

**SUBJECT:**

Contracts Extension of Parlant Technology/Blackboard (Parentlink ASP License)

**BACKGROUND:**

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

We have extended the ParentLink contract annually for three consecutive years (2012-2014). We are requesting a ninety day extension of our ParentLink now known as Blackboard contract, which would allow services to be provided, uninterrupted, through December 31, 2015. We are currently transitioning to the new vendor awarded through the RFP process, Reliance Communications. This transition has taken longer than anticipated.

**DISCUSSION:**

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

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

**RECOMMENDATION:**

It is hereby recommended that the Board of Trustees approve to extend Request for Proposal P7043 Automated Notification Systems contract for three months.

**FUNDING SOURCE/COST:**

Technology Project Fixed Cost of Ownership. Ninety day extension cost is \$26,331.87.

**FUTURE FISCAL IMPACT:**

N/A

**DATA SOURCES:**

Debra Cannon, CPPO, CPPB, Technology Procurement Administrator

**PREPARED BY:**

Debra Cannon CPPO, CPPB Technology Procurement Administrator



**REVIEWED BY LEGAL SERVICES**

N/A

**REVIEWED BY PROCUREMENT SERVICES**

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

**ATTACHMENTS**

N/A

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Superintendent's Office  
BOARD AGENDA ITEM

**TO:** Board of Trustees  
**FROM:** Gerrita Postlewait  
**DATE:** October 12, 2015  
**SUBJECT:** *Good to Great and the Social Sectors*

**RECOMMENDATION:** At the September 28 meeting, all Board members agreed to read the book, *Good to Great and the Social Sectors*, in preparation for discussion at the October 12 meeting. Kate Darby, Tom Ducker, Michael Miller and Chris Staubes agreed to lead the discussion.

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

Respectfully submitted:

Gerrita Postlewait Superintendent of Schools	<i>Gerrita Postlewait</i>
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Cindy Bohn Coats, Chair	
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October 12, 2015

**SUBJECT:** Book Discussion, *Good to Great and the Social Sectors* by Jim Collins

**BACKGROUND:** In preparation for 2015-16 and longer-term planning the Board and Cabinet will read *Good to Great*. "Greatness is not a function of circumstance. Greatness, it turns out, is largely a matter of conscious choice, and discipline." (Jim Collins)

**DISCUSSION:** Led by Kate Darby, Tom Ducker, Michael Miller and Chris Staubes.

Inputs of Greatness	<i>Build the Foundation for</i>	Outputs of a Great Organization
<b>Disciplined People</b> <ul style="list-style-type: none"><li>• Level 5 Leadership</li></ul>		➤ Superior Performance
<b>Disciplined Thought</b> <ul style="list-style-type: none"><li>• Confront the Brutal Facts</li><li>• The Hedgehog Concept</li></ul>		➤ Makes a Distinctive Impact
<b>Disciplined Action</b> <ul style="list-style-type: none"><li>• Culture of Discipline</li><li>• The Flywheel</li></ul>		➤ Achieves Lasting Endurance
<b>Lasting Greatness</b> <ul style="list-style-type: none"><li>• Clock building, not time telling</li><li>• Preserve the Core; stimulate progress</li></ul>		

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Superintendent's Office  
BOARD AGENDA ITEM

**TO:** Board of Trustees  
**FROM:** Gerrita Postlewait  
**DATE:** October 12, 2015  
**SUBJECT:** Academic Division Function Alignment Study Recommendations

**RECOMMENDATION: For information**

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

Respectfully submitted:

Gerrita Postlewait Superintendent of Schools	<i>Gerrita Postlewait</i>
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**SUBJECT:** Consultant's recommendations regarding alignment of functions and personnel to support effective implementation of the academic program in Charleston County Schools.

**BACKGROUND:** In July the district contracted with Patricia Burns Dillard, Ph.D., to conduct a study of the functional alignment of district staff employed to oversee the Academic Division to determine whether services provided by the departments, offices and staff within the division are effectively delivered and valued by schools and whether the division is organized in a way that enables appropriate alignment of functions for optimal support of schools.

**DISCUSSION:** The superintendent will review recommendations and provide information regarding actions and timeline for decisions related to improved organizational alignment.

**RECOMMENDATION:** For information. No action necessary



# **Academic Division**

## **Function Alignment Study Report**

**October 12, 2015**

1. In August-September, 2015, Patricia Burns Dillard, Ph.D., to conducted a function alignment study of CCSD's Academic Division.
2. The study was designed to address the following questions:
  - Are services provided by the Academic Division effectively delivered and valued by schools?
  - Is the Academic Division organized to provide proper alignment of functions and optimal support for schools?

This presentation outlines the methodology, outcomes, and recommendations of the study.



## Study Methodology

Study methodology included four dimensions:

1. Individual, 45-minute interviews with 20 leaders at the district, learning community, and school levels (two conducted via phone).
2. A focus group of six principals representing respective learning levels and geographic areas of the district.
3. An electronic survey of all principals.
4. A comprehensive review of organizational charts and selected job descriptions for the Academic Division.



# Principals and District Staff Identified

## Four Major Impediments

- Lack of shared vision; lack of systems
- Isolation, disorganization among functions (silos) in academic division
- Ineffective communication within academic division and with schools
- Burdensome organizational structure



## Key Recommendations

- Restructure the Academic Division to promote integrated, coordinated leadership and support for teaching and learning in CCSD.
- Assure that the structure is aligned with and supports the priorities outlined in Vision 2016 and in the Profile of the South Carolina Graduate.
- Organize the work around six major departments led by the Chief Academic Officer:
  1. Curriculum/Standards
  2. Educator Effectiveness
  3. Innovation/Digital Learning
  4. Early Learning/Intervention
  5. Quality Assurance and Accountability
  6. Student and Family Support



# Staffing Implications

1. Potentially reduces 18 district-level positions.
2. Reassigns 49 coaches or other individuals with similar responsibilities, to a school, reporting to the principal.
3. Transfers the supervision of 124 classroom teachers/trainers who work directly with students from district staff to schools or learning communities.
4. Recommends organizing differently to address several key functions, including:
  - World Languages, Advanced Placement, and International Baccalaureate programs
  - Innovation and Digital Learning
  - Federal programs (Title I, Title II, Special Education, Grants)



## Conclusion

These recommendations, if implemented, could significantly improve services provided to schools by CCSD's Academic Division.

The proposed organizational structure is designed to:

1. Enable a strong focus on district priorities.
2. Promote significantly greater collaboration across departments and between departments and schools.
3. Mitigate the division's silos that currently obstruct quality support.
4. Simplify, streamline work and improve communication with schools.



## NEXT STEPS

1. Interim Chief Academic Officer
  - Dr. Valerie Harrison beginning January 1, 2016
  - Mrs. Patsy Pye – Assisting Oct, Nov, Dec, 2015
2. Interim Executive Director of Curriculum and Instruction – Sandy Brossard
3. Consider reorganizing the work around the 6 major functions:
  - Curriculum and Instruction
  - Educator Effectiveness
  - Innovation and Digital Learning
  - Early Learning
  - Quality Assurance and Accountability
  - Student/Family (Support)



## NEXT STEPS (Continued)

4. Streamline and restructure Academic Division functions to achieve greater efficiency and effectiveness
5. Develop a plan to reduce the number of positions in the Academic Division by placing individuals in vacancies at the school level
6. Design and implement protocols to promote effective communication between the Academic Division and schools
7. Begin staffing study for the Operational Division – move now to separate Capital Projects and Chief Financial Officer duties

*First Who: “Do whatever you can to get the right people on the bus, the wrong people off the bus, and the right people into the right seats.”*

*(Jim Collins, Good to Great and the Social Sectors)*

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OFFICE OF GENERAL COUNSEL  
BOARD AGENDA ITEM

**TO:** Board of Trustees

**FROM:** John F. Emerson

**DATE:** October 12, 2015

**SUBJECT:** Student Disciplinary Appeals

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees adopt the procedure as described herein for the purpose of reviewing student appeals from constituent district board disciplinary decisions.

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

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	
John F. Emerson General Counsel	

Office of General Counsel  
October 12, 2015

**SUBJECT:** Student Disciplinary Appeals to the CCSD Board of Trustees.

**BACKGROUND:**

According to the CCSD Student Code of Conduct, students may appeal to the CCSD Board of Trustees a decision of the constituent district board regarding expulsion, suspension, CCSD or other alternative program recommendation, enrollment in and successful completion of a CCSD approved Alcohol and Other Drug (AOD) community-based program, community service, restrictions from extra-curricular school activities, recommendation for counseling services, and recommendation for other interventions and/or other community-based programs. Traditionally, such appeals have afforded these students a hearing before the CCSD Board, with testimony from the administrator, student and others. These hearings frequently include testimony and evidence that is new or in conflict with that presented before the constituent district board. Therefore, it is not really an appeal of the constituent district board decision but, rather, a new (*de novo*) hearing. In fact, the relevant statute, S.C. Code § 59-63-240 does not require the board, itself, to offer a hearing, as long as a hearing has taken place before a committee or a person designated by the Board. In proceedings under the law, where a hearing before the school board is required, the statute says so very specifically. These Board hearings have been difficult to schedule and staff has been asked to explore a more efficient and precise procedure.

**DISCUSSION:**

In an effort to make the appeal of student disciplinary matters more efficient and more accurately a review of the hearing before the CD Board, staff recommends that the Board adopt the process outlined here. Staff recommends that the Board move away from holding a new hearing and, instead, adopt a process by which the Board reviews the documents that were presented to the CD board at its hearing, as well as an audio or video recording of all of the testimony. This would allow the Board to review what was presented to the CD board and draw its own judgment as to whether there was substantial evidence in the record to support the CD board's decision. Staff has made arrangements for these materials to be captured at the CD board level. Upon notice of an appeal, the Office of General Counsel would collect the information and then make it available to CCSD board members in an electronic or other format. CCSD Board members would have the opportunity to review the materials at their convenience before a quorum meets to deliberate and decide whether to uphold or reverse the CD board decision. The CCSD Board decision would be appealable to a court of law.

**RECOMMENDATION:**

It is hereby recommended that the Charleston County School District Board of Trustees adopt the procedure as described herein for the purpose of reviewing student appeals from constituent district board disciplinary decisions.

**FUNDING SOURCE/COST:** N/A.

**FUTURE FISCAL IMPACT:** N/A.

**DATA SOURCES:** N/A

**PREPARED BY:** John F. Emerson, General Counsel.

**REVIEWED BY LEGAL SERVICES:** N/A

**REVIEWED BY PROCUREMENT SERVICES:** N/A.

**ATTACHMENTS:** N/A.



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**BOARD AGENDA ITEM**

**TO:** Strategic Education Committee  
**FROM:** Mary Runyon  
**DATE:** **October 5, 2015**  
**SUBJECT:** Magnet / Choice Schools

**RECOMMENDATION:** It is hereby recommended that the Charleston County School District Board of Trustees approve Items A – J reflected in Discussion section.

The material is submitted for:

☒ Action

☐ Information

☒ Open

☐ Executive

Respectfully submitted:

Gerrita Postlewait, Ed.D. Superintendent of Schools	<i>Gerrita Postlewait</i>
Michael L. Bobby Chief Financial Officer for Capital Programs & Operations	
Mary Runyon Principal on Special Assignment	<i>Mary Runyon</i>

Committee Recommendation(s):

Rev. Chris Collins, Chair Strategic Education Committee	
--	--

8.3B

## **SUBJECT: Magnet Choice School Update and Items for Consideration**

**BACKGROUND:** The CCSD philosophy surrounding magnet / choice schools has taken on a new meaning since the first magnet school was established in 1988. In an effort to standardize as many components of the magnet /choice school process as possible multiple aspects have emerged. It is time to address critical issues that impact the configuration of the schools as well as the application process and timeline for the process to occur beginning with the current school year. This proposal reflects two (2) phases for consideration.

### **DISCUSSION:**

#### **I. Phase I**

##### A. Process for applications and timeline for 2016-2017 applicant pool:

January 9, 2016	Choice Fair
January 4 – January 22, 2016	Applications Available Including Online Application
January 25 – February 20, 2016	Lotteries Completed; Auditions, Testing Initiated, Writing Sample (AMHS), Required Documents Received
February 22 - 27	Notification of Acceptance
February 29 – March 11, 2016	Parents Confirm Acceptance
By August 1, 2016	Residency Confirmations Received

- B. Use the online application (SmartChoice) for applications except for Academic Magnet High School, Charleston School of the Arts and Buist Academy. Work to continue to move AMHS, SOA, and Buist schools into Phase II of the online process for the 2017 -2018 application period due to the unique requirements of each of these schools.
- C. Generate clear/definition of "Sibling" given the multiple family structures that exist in our society. Sibling will mean children related by birth or through marriage or by legal guardianship and living in the same residence.
- D. Provide CCSD directives regarding multiple births (twins, triplets, quadruplets) when one is selected in the lottery process. Multiple births will be treated as one (1); if one is accepted into a magnet school the others are likewise accepted.
- E. Eliminate rolling waiting lists and have parents submit a new application each year for the magnet / choice school they wish to apply for using the online application. Each subsequent year a new waiting list will be generated based on the pool of applicants.
- F. Eliminate the teacher recommendation forms from all schools except for County Wide Admissions schools (School of the Arts, Academic Magnet, and Buist).

- G. See attached page for reclassification of magnet schools including one (1) additional priority for students who live outside Charleston County and must pay tuition.
- H. Eliminate schools that have requested removal from the Magnet / Choice list. Chicora Elementary and Sanders Clyde Elementary – Middle have requested removal of Magnet / Choice status at this time. These schools will retain their focus / theme and families will be eligible to use the CCSD Voluntary Transfer process for their children to attend these schools.
- I. Approve the priorities of the groups of students that Magnet/Choice Schools serve with respect to the priorities reflected in the March 11, 2014 CCSD Administrative Bulletin (Volume XLII; Number III) and add as the last priority those students living outside Charleston County who are eligible to attend CCSD schools by paying tuition.
- J. Work on increasing diversity in each of the CCSD Magnet / Choice Schools through the Ad Hoc Committee process.

## **II. Phase II**

- A. Continue to work on the use of the online application for AMHS, Buist, and Charleston School of the Arts.
- B. Continue to standardize as many elements of the Magnet / Choice Schools admissions process as possible.
- C. Continue to increase diversity in each of the CCSD Magnet / Choice Schools.

### **RECOMMENDATION:**

- 1. See attached page all schools w/ changes noted
- 2. Approve Items A – J reflected in Discussion section above.

### **FUNDING SOURCE/COST: NA**

### **FUTURE FISCAL IMPACT: NA**

### **DATA SOURCES: CCSD Magnet / Choice Process**

### **PREPARED BY:** Mary Runyon in consultation with Paul Padron and Robert Olson

### **REVIEWED BY LEGAL SERVICES: To Be Reviewed**

### **REVIEWED BY PROCUREMENT SERVICES: NA**

## **Proposed List of Charleston County Magnet / Choice Schools for 2016 – 2017**

### **County Wide Magnet Admissions Criteria Schools**

These schools have specific admissions criteria and do not have a designated attendance zone. They are available through the application / admissions process to residents of Charleston County. Admissions Criteria are unique for each of the schools.

**Buist Academy**

**Academic Magnet High School**

**Charleston School of the Arts**

*This designation reflects a change in the title of the category of these schools.*

### **County Wide Magnet Schools**

These schools have a specific focus, use the application and lottery process for admission and do not have an attendance zone. They are available through the application / lottery process to residents of Charleston County.

**Burke High School Advanced Placement Academy**

**Charleston Progressive Academy**

**Garrett Academy of Technology**

**Military Magnet Academy**

### **Constituent District Magnet School**

This school has a specific focus and serves students within the designated Constituent attendance zone in which the school is located.

**Ashley River Creative Arts Elementary – Dist. 10**

### Partial Magnet Schools

These schools have a specific focus and defined attendance zones. Additional seats may be allocated to students living outside of the attendance zone including within the constituent zone but reside in Charleston County.

Advanced Studies Magnet-Haut Gap Middle

CE Williams Middle (change from Constituent to Partial Magnet)\*\*

James B. Edwards Elem.

Jennie Moore Elem. (change from Constituent to Partial Magnet) \*\*

Laing Middle

Memminger Elem.

Mitchell Math & Science Elem.

North Charleston Creative Arts Elem.

St. Andrew's School for Math & Science

Sullivan's Island Elem.

West Ashley Advanced Studies Magnet

Zucker Middle (change from Constituent to Partial Magnet)\*\*

\*\* This change reflects grouping CCSD Magnet / Choice schools with a designated attendance zone and magnet status for applicants who live outside the designated attendance zones but within the constituent district for each school.

\*\*\**Chicora School of Communications and Sanders – Clyde Elem. – Middle have requested to be removed from the Partial Magnet list of CCSD schools and are not included in the list above.*

### Montessori Schools

These schools embrace the Montessori model for the delivery of instruction. It is the intention of CCSD to afford students in all four (4) zones of CCSD the opportunity to submit an application to attend a Montessori School. Admission is through the application and lottery process. Schools that continue to have non-Montessori classes are indicated below as well as the years that they will become full Montessori schools.

James B. Simons Elem. Montessori – Dist. 20 (Full Montessori 2016-17)

Malcolm Hursey Elem. –Dist. 4 (Full Montessori – 2017-2018)

Montessori Community School – Dist. 10 & Dist. 23 (addition of Dist. 23; already full Montessori)

Murray – LaSaine Elem Montessori – Dist. 3 & Dist. 9 (addition of Dist. 9) (full Montessori 2019-2020)

East Cooper Montessori (Charter) – Focusing on students living in Dist. 1 & Dist. 2

### Priorities for Partial Magnets

1. School Enrollment zone
2. Siblings (*of currently enrolled student*)
3. Constituent District
4. Employee (residing in Charleston County)
5. In County (out of Constituent District)
6. Employee (residing outside Charleston County)
7. *Outside of Charleston County (tuition)*

Note: additions in #2 (of currently enrolled student) and in # 7 (Outside of Charleston County – tuition). Priorities are consistent with the Administrative Bulletin of March 11, 2014 ( Vol. XLII, Number III) and with the Board decision regarding tuition for out of county residents.