



**AGENDA  
BOARD OF TRUSTEES  
DUTCH FORK ELEMENTARY SCHOOL'S MINI-THEATER  
DECEMBER 14, 2009**

1. Call to order at 6 p.m.
2. Motion to enter executive session in the conference room to consider the following:
  - a. Selected employment items (Exhibit A)
  - b. Contractual matter: Dutch Fork High School project (Exhibit B)
  - c. Approval of instruction at a place other than school (Exhibit C)
3. Welcoming remarks at 7 p.m.
4. Invocation – Justin Smith, associate pastor, Christian Life
5. Pledge of Allegiance – Lucas Smith, a first grade student at Dutch Fork Elementary School
6. School Board Spotlight
7. Welcome and overview of Dutch Fork Elementary School by June Lominack, principal, Leigh Ann Monroe, school improvement council chair, and Gordon Farley, World Language teacher at Dutch Fork Elementary School
8. Approval of the agenda
9. Superintendent's report

- a. Superintendent
- b. Community Services
  - 1. Golden Apple Award
  - 2. Rising Star Award
- c. Financial Services
  - 1. Financial Reports for November 2009 (Exhibit D)
  - 2. Budget Calendar timeline 2010-2011 (Exhibit E)
- d. Human Resources
- e. Instructional Services
  - 1. CATE presentation (Exhibit F)
- f. Technology Services
- g. New Design and Construction
  - 1. MicKibben Enrollment Report (Exhibit G)
  - 2. Chapin High School's construction documents (5<sup>th</sup> viewing) (Exhibit H)

10. Public participation\*

**CONSENT AGENDA**

- 11. Approval of the minutes of the November 9, 2009 regular board meeting
- 12. Approval of alignment of board policies BCB "Board Member Conflict of Interest" and GBEA "Staff Ethics/Conflict of Interest" (Exhibit I)

**ACTION AGENDA**

- 13. Items considered in executive session
- 14. Seven Oaks Elementary School's construction documents (6<sup>th</sup> viewing) (Exhibit J)

15. Irmo Elementary School's design development (4<sup>th</sup> viewing) (Exhibit K)
16. Second reading approval of proposed board policies JB "Equal Educational Opportunity/Non-Discrimination" new policy; JE "Student Attendance" replaces JB "Attendance", JB(R) "Attendance" and JBA "Compulsory Attendance Ages"; JEB "Entrance Age" replaces JBB "Entrance Age; JEB(E) "Form To Elect Non-Attendance in Compulsory Kindergarten" replaces JBA(E) "Form To Elect Non-Attendance in Compulsory Kindergarten" (Exhibit L)
17. Second reading approval of proposed board policies GCI "Professional Staff Development" replaces policy GAD "Professional Development Opportunities"; GCMD "Instructional Staff Extra Duty" replaces policies GBRD and GBRE "Certified Personnel Staff Meetings" and "Certified Personnel Extra Duty"; GCQC/GCQD "Resignation of Instructional Staff/Administrative Staff" replaces GBO "Certified Personnel Resignation"; new policies GCNA "Supervision of Instructional Staff"; GCR "Non-school Employment of Professional Staff"; GCRD "Tutoring for Pay"; GDO "Evaluation of Support Staff"; GDQB "Resignation of Support Staff"; GDQD "Discipline, Suspension and Dismissal of Support Staff"; GDR "Non-school Employment of Support Staff" (Exhibit M)
18. Comprehensive Health Education Advisory Committee (Exhibit N)
19. Approval of resolution for lease purchase of two activity buses (Exhibit O)

#### **DISCUSSION AGENDA**

20. Chapin High School's construction documents (5<sup>th</sup> viewing)
21. Adjourn

#### **FOR YOUR INFORMATION**

22. The next regular scheduled board meeting will be on January 11, 2010 at the District Administration Building.

\*The Board welcomes and encourages public participation and includes an opportunity during its meetings for the public to do so. We respectfully ask that you adhere to the procedures and the decorum provided in board policy BEDH "Public Participation at Meetings". We ask that you sign-up to speak before the meeting begins and that you provide us your name, address and topic of input. Your comments should be limited to three minutes. Questions asked during public participation and placed in writing will receive a written response in a timely manner. Comments, questions and opinions are appreciated but should always be presented in a manner that reflects the respect and dignity expected by our community. Personal attacks on members of the community, the Board, or the staff of the school system will not be allowed.





Minutes/ November 9, 2009

The Board of Trustees of School District Five of Lexington and Richland Counties met at Chapin Elementary School's Lighthouse Theater with the following members present:

Mr. Robert Gantt, Chairman  
Mrs. Roberta Ferrell, Vice Chairman  
Mrs. Carol Sloop, Secretary  
Mrs. Ellen Baumgardner  
Ms. Beth Hutchison  
Mrs. Jan Hammond  
Mr. Ed White  
Dr. Herbert Berg, District Superintendent

The following staff were in attendance:

Ms. Helen Anderson, Chief Instructional Services Officer  
Dr. Angela Bain, Chief Human Resource Services Officer  
Mr. Gary Black, Chief Technology Services Officer  
Dr. Karl Fulmer, Chief Financial Services Officer  
Mr. Keith McAlister, Director, New Design and Construction  
Mr. Buddy Price, Director, Office of Community Services

Mr. Gantt called the meeting to order and gave welcoming remarks.

The Invocation was given by Pastor Dan Ratchford, Chapin Presbyterian Church. The Pledge of Allegiance was led by Ben Garris, a fifth grade student at Chapin Elementary School.

The School Board Spotlight was presented by Robert Gantt, Roberta Ferrell and Michelle Foster.

A welcome and overview of Chapin Elementary School was given by Harriet Wilson, principal, Michelle Estridge, school improvement council chairperson, and Cindy Gleaton, PTO president.

During the superintendent's report, Karl Fulmer presented financial reports for October 2009 (Exhibit E) and the Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2009 (Exhibit F); Helen Anderson and Sara Kearns presented a report on Raising the Bar (Exhibit G); and an update was given on the new high school/CATE center design by McMillan & Smith.

During the public participation, Peter Lauzon spoke regarding the 12% LOA salary reduction; Kim Murphy spoke regarding the Chapin High School renovation project; and Cindy Gleaton spoke regarding the building program.

Helen Anderson presented information on the Comprehensive Health Education Advisory Committee (Exhibit J).

A = Absent  
AB = Abstain  
N = No  
X = Yes

Wayne Redfern presented the design development for Irmo Elementary School (3<sup>rd</sup> viewing) (Exhibit K) and the construction documents for Seven Oaks Elementary School (5<sup>th</sup> viewing) (Exhibit L).

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SCHOOL DISTRICT FIVE  
OF  
LEXINGTON AND RICHLAND COUNTIES

Meeting of November 9, 2009

	B A U M G A R D N E R	H U T C H I S O N	F E R R E L L	G A N T T	H A M M O N D	S L O O P	W H I T E
1. M. Ferrell S. Sloop  Enter executive session in the conference room to consider the following: a) selected employment items (Exhibit A); b) audit report: management letter (Exhibit B); c) student matter: request for tuition waiver (Exhibit C); and d) contractual matter: energy management (Exhibit D)	X	A	X	X	A	X	A
2. Election of Board Officers  Baumgardner nominated Gantt Chairman seconded by Hutchison  Sloop nominated Ferrell Vice Chairman seconded by Hammond  Ferrell nominated Sloop Secretary seconded by Hammond	X  X  X	X  X  X	X  X  X	X  X  X	X  X  X	X  X  X	X  X  X
3. M. Ferrell S. Baumgardner  Approve the agenda and eliminate 2d) contractual matter: energy management (Exhibit D)	X	X	X	X	X	X	X
4. M. Ferrell S. Hammond  Approve the minutes of the October 26, 2009 regular meeting	X	X	X	X	X	X	X
5. M. Hammond S. Baumgardner  Approve the selected employment items (Exhibit A)	X	X	X	X	X	X	X
6. M. Ferrell S. Hutchison  First reading approval of proposed board policies JB "Equal Educational Opportunity/Non-Discrimination" new policy; JE "Student Attendance" replaces JB "Attendance", JB(R) "Attendance" and JBA "Compulsory Attendance Ages"; JEB "Entrance Age" replaces JBB "Entrance Age; JEB(E) Form To Elect Non-Attendance in Compulsory	X	X	X	X	X	X	X

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SCHOOL DISTRICT FIVE  
OF  
LEXINGTON AND RICHLAND COUNTIES

Meeting of November 9, 2009

	B A U M G A R D N E R	H U T C H I S O N	F E R R E L L	G A N T T	H A M M O N D	S L O O P	W H I T E
Kindergarten" replaces JBA(E) Form To Elect Non-Attendance in Compulsory Kindergarten" (Exhibit H)							
7. M. Hutchison                      S. Hammond  First reading approval of proposed board policies GCI "Professional Staff Development" replaces policy GAD "Professional Development Opportunities"; GCMD "Instructional Staff Extra Duty" replaces policies GBRD and GBRE "Certified Personnel Staff Meetings" and "Certified Personnel Extra Duty"; GCQC/GCQD "Resignation of Instructional Staff/Administrative Staff" replaces GBO "Certified Personnel Resignation"; new policies GCNA "Supervision of Instructional Staff"; GCR "Non-school Employment of Professional Staff"; GCRD "Tutoring for Pay"; GDO "Evaluation of Support Staff"; GDQB "Resignation of Support Staff"; GDQD "Discipline, Suspension and Dismissal of Support Staff"; GDR "Non-school Employment of Support Staff" (Exhibit I)	X	X	X	X	X	X	X
8. M. Ferrell                      S. White  Adjourn at 9:50 p.m.	X	X	X	X	X	X	X

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X = Yes



## **NOVEMBER 2009 REVENUE**

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO**  
**REVENUE BUDGET REPORT BY ACCOUNT**  
**FY 2009-2010**  
**MONTH ENDED NOVEMBER 30, 2009**

<u>ACCOUNT</u>	<u>BUDGETED</u> <u>REVENUE</u>	<u>CURRENT</u> <u>REVENUE</u>	<u>YEAR TO DATE</u> <u>REVENUE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u> <u>BALANCE</u>
TOTAL LOCAL REVENUE					
LOCAL PROPERTY TAX REVENUE TOTALS					
100-001-110-0000-00 LEVIES - CUR. OPERATIONS - LEX. CO.	24,505,500.00	0.00	-26,738.69	0.00	24,532,238.69
100-001-110-0001-00 LEX. CO. VEHICLE TAXES	4,534,750.00	0.00	1,289,715.80	0.00	3,245,034.20
100-001-110-0002-00 STATE SALES & USE TAX CREDIT	200,000.00	0.00	-54.35	0.00	200,054.35
100-001-110-0003-00 RICH. CO. CURRENT TAXES	10,869,375.00	0.00	0.00	0.00	10,869,375.00
100-001-110-0005-00 LEX. CO. DELINQUENT TAXES	800,000.00	0.00	292,478.63	0.00	507,521.37
100-001-110-0006-00 RICH. CO. DELINQUENT TAXES	600,000.00	0.00	0.00	0.00	600,000.00
100-001-110-0007-00 RICH. CO. VEHICLE TAXES	4,122,500.00	0.00	0.00	0.00	4,122,500.00
100-001-140-0000-00 PENALTIES/INTEREST - LEX. CO. TAXES	180,000.00	0.00	43,860.91	0.00	136,139.09
100-001-140-0001-00 PENALTIES/INTEREST - RICH. CO. TAXES	130,000.00	0.00	0.00	0.00	130,000.00
LOCAL PROPERTY TAX REVENUE TOTALS	45,942,125.00	0.00	1,599,262.30	0.00	44,342,862.70
FEE IN LIEU OF TAXES TOTALS					
100-001-280-0000-00 FEE IN LIEU OF TAXES - LEX. CO.	58,300.00	0.00	0.00	0.00	58,300.00
FEE IN LIEU OF TAXES TOTALS	58,300.00	0.00	0.00	0.00	58,300.00
TUITION REVENUE TOTALS					
100-001-310-1000-00 INSTRUCTIONAL FEES - TAX DIFF	600,000.00	0.00	13,646.87	0.00	586,353.13
100-001-350-0003-00 SUMMER SCHOOL TUITION - HIGH	100,000.00	0.00	0.00	0.00	100,000.00
TUITION REVENUE TOTALS	700,000.00	0.00	13,646.87	0.00	686,353.13
INTEREST INCOME TOTALS					
100-001-510-0000-00 INTEREST ON INVESTMENTS	600,000.00	0.00	46,679.40	0.00	553,320.60
INTEREST INCOME TOTALS	600,000.00	0.00	46,679.40	0.00	553,320.60
STUDENT FEES TOTALS					
100-001-740-0015-00 ADDITIONAL ELEMENTARY REVENUE	11,600.00	0.00	0.00	0.00	11,600.00
100-001-740-0017-00 ADDITIONAL ELEMENTARY REVENUE	13,000.00	0.00	0.00	0.00	13,000.00
100-001-740-0020-00 ATHLETIC FEE	25,000.00	0.00	0.00	0.00	25,000.00
100-001-740-0023-00 ADDITIONAL ELEMENTARY REVENUE	5,000.00	0.00	0.00	0.00	5,000.00

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO  
REVENUE BUDGET REPORT BY ACCOUNT  
FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

100-001-740-0024-00 ADDITIONAL ELEMENTARY REVENUE	11,000.00	0.00	0.00	0.00	11,000.00
100-001-740-0025-00 ADDITIONAL ELEMENTARY REVENUE	6,500.00	0.00	0.00	0.00	6,500.00
100-001-740-0026-00 ADDITIONAL ELEMENTARY REVENUE	8,500.00	0.00	0.00	0.00	8,500.00
100-001-740-0027-00 ATHLETIC FEE	25,000.00	0.00	0.00	0.00	25,000.00
100-001-740-0029-00 ADDITIONAL ELEMENTARY REVENUE	1,500.00	0.00	0.00	0.00	1,500.00
100-001-740-0030-00 ADDITIONAL ELEMENTARY REVENUE	9,000.00	0.00	0.00	0.00	9,000.00
100-001-740-0035-00 ADDITIONAL ELEMENTARY REVENUE	6,900.00	0.00	0.00	0.00	6,900.00
100-001-740-0040-00 ATHLETIC FEE	21,500.00	0.00	0.00	0.00	21,500.00
100-001-740-0050-00 ADDITIONAL ELEMENTARY REVENUE	5,500.00	0.00	0.00	0.00	5,500.00
100-001-740-0052-00 ADDITIONAL ELEMENTARY REVENUE	5,500.00	0.00	0.00	0.00	5,500.00
100-001-740-0055-00 ADDITIONAL ELEMENTARY REVENUE	4,000.00	0.00	0.00	0.00	4,000.00
100-001-740-1020-00 CLUB FEE	2,500.00	0.00	0.00	0.00	2,500.00
100-001-740-1027-00 CLUB FEE	12,000.00	0.00	0.00	0.00	12,000.00
100-001-740-1040-00 CLUB FEE	5,000.00	0.00	0.00	0.00	5,000.00
100-001-740-2020-00 DRIVER ED FEE	2,200.00	0.00	0.00	0.00	2,200.00
100-001-740-2027-00 DRIVER ED FEE	7,500.00	0.00	0.00	0.00	7,500.00
100-001-740-2040-00 DRIVER ED FEE	3,000.00	0.00	0.00	0.00	3,000.00
STUDENT FEES TOTALS	191,700.00	0.00	0.00	0.00	191,700.00
OTHER LOCAL REVENUE TOTALS					
100-001-910-0000-00 RENTALS OF PROPERTIES	50,000.00	950.00	5,690.00	0.00	44,310.00
100-001-950-0000-00 REFUND ON PRIOR YEAR'S EXPENSES	5,000.00	0.00	12,750.81	0.00	-7,750.81
100-001-950-0001-00 REFUND OF PRIOR YEAR - TEXTBOOKS	0.00	0.00	1,641.89	0.00	-1,641.89
100-001-990-0000-00 MISC. LOCAL REVENUE	25,000.00	0.00	10,684.95	0.00	14,315.05
100-001-990-0006-00 MISC REV - VOIDED STALE O/S CHECKS	0.00	0.00	-277.23	0.00	277.23
100-001-999-0000-00 ALLOC. OF BEGIN. FUND BALANCE	665,071.00	0.00	0.00	0.00	665,071.00
OTHER LOCAL REVENUE TOTALS	745,071.00	950.00	30,490.42	0.00	714,580.58



**SCHOOL DIST 5 LEXINGTON/RICHLAND CO  
REVENUE BUDGET REPORT BY ACCOUNT  
FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

100-001 TOTAL LOCAL REVENUE	48,237,196.00	950.00	1,690,078.99	0.00	46,547,117.01
TOTAL STATE REVENUE					
STATE RESTRICTED GRANTS REV. TOTALS					
100-003-131-0000-00 STATE REVENUE - HANDICAPPED	7,000.00	0.00	0.00	0.00	7,000.00
100-003-132-0000-00 STATE REV. - HOME INSTRUCTION	4,000.00	0.00	0.00	0.00	4,000.00
100-003-160-0000-00 BUS DRIVERS SALARY	636,165.00	0.00	212,076.41	0.00	424,088.59
100-003-162-0000-00 BUS DRIVERS WORKERS COMP	56,944.00	0.00	58,840.26	0.00	-1,896.26
100-003-180-0000-00 FRINGE BENEFITS - EMPLOYER CO	12,073,105.00	0.00	4,067,864.76	0.00	8,005,240.24
100-003-181-0000-00 RETIREE FRINGE - EMPLOYER CON	2,195,359.00	0.00	732,921.66	0.00	1,462,437.34
STATE RESTRICTED GRANTS REV. TOTALS	14,972,573.00	0.00	5,071,703.09	0.00	9,900,869.91
STATE EDUC. FINAN. ACT REV. TOTALS					
100-003-311-0000-00 EFA REVENUE - KINDERGARTEN	1,773,896.32	0.00	591,987.04	0.00	1,181,909.28
100-003-312-0000-00 EFA REVENUE - PRIMARY	5,518,954.46	0.00	1,841,385.78	0.00	3,677,568.68
100-003-313-0000-00 EFA REVENUE - ELEMENTARY	8,490,926.92	0.00	2,832,221.75	0.00	5,658,705.17
100-003-314-0000-00 EFA REVENUE - SECONDARY	4,023,926.59	0.00	853,428.20	0.00	3,170,498.39
100-003-315-0000-00 EFA REVENUE - T.M.H.	129,211.41	0.00	42,171.94	0.00	87,039.47
100-003-316-0000-00 EFA REVENUE - SPEECH	2,702,062.58	0.00	951,562.34	0.00	1,750,500.24
100-003-317-0000-00 EFA REVENUE - HOMEBOUND	87,461.50	0.00	29,231.50	0.00	58,230.00
100-003-321-0000-00 EFA REVENUE - EMOTIONALLY HA	320,712.48	0.00	114,338.74	0.00	206,373.74
100-003-322-0000-00 EFA REVENUE - E.M.H.	72,520.09	0.00	16,404.55	0.00	56,115.54
100-003-323-0000-00 EFA REVENUE - L.D.	1,892,930.18	0.00	603,217.39	0.00	1,289,712.79
100-003-324-0000-00 EFA REVENUE - HEARING HANDI.	70,372.09	0.00	26,936.16	0.00	43,435.93
100-003-325-0000-00 EFA REVENUE - VISUALLY HANDI.	60,966.00	0.00	22,934.20	0.00	38,031.80
100-003-326-0000-00 EFA REVENUE - ORTHOPEDICALLY	37,727.29	0.00	15,659.19	0.00	22,068.10
100-003-327-0000-00 EFA REVENUE - VOCATIONAL	5,117,781.67	0.00	2,214,657.05	0.00	2,903,124.62
100-003-331-0000-00 EFA REVENUE - AUTISM	386,451.42	0.00	132,846.64	0.00	253,604.78
STATE EDUC. FINAN. ACT REV. TOTALS	30,685,901.00	0.00	10,288,982.47	0.00	20,396,918.53
STATE REVENUE IN LIEU OF TAXES					

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO  
REVENUE BUDGET REPORT BY ACCOUNT  
FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

100-003-810-0000-00	PROPERTY TAX RELIEF REIMB. - LI	6,611,007.00	0.00	0.00	0.00	6,611,007.00
100-003-810-0001-00	PROPERTY TAX RELIEF REIMB - RI	3,969,064.00	0.00	0.00	0.00	3,969,064.00
100-003-820-0000-00	HOMESTEAD EXEMPTION - LEX. CO	1,210,890.00	0.00	0.00	0.00	1,210,890.00
100-003-820-0001-00	HOMESTEAD EXEMPTION - RICH. C	529,100.00	0.00	0.00	0.00	529,100.00
100-003-825-0000-00	TIER III PROPERTY TAX RELIEF	27,359,108.00	0.00	0.00	0.00	27,359,108.00
100-003-830-0000-00	MERCHANTS INV TAX RELIEF - LE	196,881.00	0.00	49,220.20	0.00	147,660.80
100-003-830-0001-00	MERCHANT INV TAX RELIEF - RIC	17,074.00	0.00	0.00	0.00	17,074.00
100-003-840-0000-00	MANUFACTURERS DEPR REIMB - L	301,963.00	0.00	0.00	0.00	301,963.00
100-003-840-0001-00	MANUFACTURERS DEPR REIMB - R	1,700.00	0.00	0.00	0.00	1,700.00
100-003-890-0000-00	MOTOR CARRIER VEH TAX REIMB	90,000.00	0.00	74,310.13	0.00	15,689.87
100-003-890-0001-00	MOTOR CARRIER VEH TAX REIMB	35,000.00	0.00	0.00	0.00	35,000.00
STATE REVENUE IN LIEU OF TAXES		40,321,787.00	0.00	123,530.33	0.00	40,198,256.67
OTHER STATE REVENUE TOTALS						
100-003-990-0000-00	OTHER STATE REVENUE	6,831.00	0.00	0.00	0.00	6,831.00
OTHER STATE REVENUE TOTALS		6,831.00	0.00	0.00	0.00	6,831.00
100-003	TOTAL STATE REVENUE	85,987,092.00	0.00	15,484,215.89	0.00	70,502,876.11
TOTAL OTHER SOURCES OF REVENUE						
TRANSFER FROM OTHER FUNDS TOTALS						
100-005-230-0000-00	TRANSFER FROM EIA FUND	2,488,060.00	0.00	204,889.41	0.00	2,283,170.59
100-005-280-0000-00	TRANS FROM OTHER FUNDS - IND	600,000.00	989.29	31,303.18	0.00	568,696.82
TRANSFER FROM OTHER FUNDS TOTALS		3,088,060.00	989.29	236,192.59	0.00	2,851,867.41
OTHER SOURCES OF REVENUE						
100-005-300-0001-00	SALE OF FIXED ASSET	5,000.00	0.00	423.00	0.00	4,577.00
OTHER SOURCES OF REVENUE		5,000.00	0.00	423.00	0.00	4,577.00
100-005	TOTAL OTHER SOURCES OF REVENUE	3,093,060.00	989.29	236,615.59	0.00	2,856,444.41
		137,317,348.00	1,939.29	17,410,910.47	0.00	119,906,437.53
FUND 101 - TOTALS						
TOTAL LOCAL REVENUE						
PHONE NOTIFICATION FEE TOTALS						
101-001-740-0015-00	PHONE NOTIFICATION FEES-CES	1,700.00	0.00	0.00	0.00	1,700.00
101-001-740-0017-00	PHONE NOTIFICATION FEES-LMES	1,700.00	0.00	0.00	0.00	1,700.00
101-001-740-0020-00	PHONE NOTIFICATION FEES-CHS	2,500.00	0.00	0.00	0.00	2,500.00

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO  
REVENUE BUDGET REPORT BY ACCOUNT  
FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

101-001-740-0021-00 PHONE NOTIFICATION FEES-CMS	2,000.00	0.00	0.00	0.00	2,000.00
101-001-740-0023-00 PHONE NOTIFICATION FEES-HECES	1,030.00	0.00	0.00	0.00	1,030.00
101-001-740-0024-00 PHONE NOTIFICATION FEES-BES	1,542.00	0.00	0.00	0.00	1,542.00
101-001-740-0025-00 PHONE NOTIFICATION FEES-DFES	1,120.00	0.00	0.00	0.00	1,120.00
101-001-740-0026-00 PHONE NOTIFICATION FEES-RSES	1,280.00	0.00	0.00	0.00	1,280.00
101-001-740-0027-00 PHONE NOTIFICATION FEES-DFHS	4,170.00	0.00	0.00	0.00	4,170.00
101-001-740-0028-00 PHONE NOTIFICATION FEES-DFMS	2,080.00	0.00	0.00	0.00	2,080.00
101-001-740-0029-00 PHONE NOTIFICATION FEES-HWES	740.00	0.00	0.00	0.00	740.00
101-001-740-0030-00 PHONE NOTIFICATION FEES-OPES	1,260.00	0.00	0.00	0.00	1,260.00
101-001-740-0035-00 PHONE NOTIFICATION FEES-IES	1,000.00	0.00	0.00	0.00	1,000.00
101-001-740-0040-00 PHONE NOTIFICATION FEES-IHS	4,080.00	0.00	0.00	0.00	4,080.00
101-001-740-0045-00 PHONE NOTIFICATION FEES-CRMS	1,938.00	0.00	0.00	0.00	1,938.00
101-001-740-0046-00 PHONE NOTIFICATION FEES-IMS	1,850.00	0.00	0.00	0.00	1,850.00
101-001-740-0050-00 PHONE NOTIFICATION FEES-LES	970.00	0.00	0.00	0.00	970.00
101-001-740-0052-00 PHONE NOTIFICATION FEES-NRES	1,040.00	0.00	0.00	0.00	1,040.00
101-001-740-0055-00 PHONE NOTIFICATION FEES-SOES	1,000.00	0.00	0.00	0.00	1,000.00
PHONE NOTIFICATION FEE TOTALS	33,000.00	0.00	0.00	0.00	33,000.00
101-001 TOTAL LOCAL REVENUE	33,000.00	0.00	0.00	0.00	33,000.00
FUND 101 - TOTALS	33,000.00	0.00	0.00	0.00	33,000.00
	<b>137,350,348.00</b>	<b>1,939.29</b>	<b>17,410,910.47</b>	<b>0.00</b>	<b>119,939,437.53</b>

## **NOVEMBER 2009 EXPENDITURES**

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO**  
**BUDGET REPORT BY ACCOUNT**  
**FY 2009-2010**  
**MONTH ENDED NOVEMBER 30, 2009**

<u>ACCOUNT</u>	<u>BUDGETED</u> <u>EXPENDITURE</u>	<u>CURRENT</u> <u>EXPENDITURE</u>	<u>YEAR TO DATE</u> <u>EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING</u> <u>BALANCE</u>
KINDERGARTEN TOTALS					
KINDERGARTEN SALARIES	4,306,755.97	364,949.70	1,266,483.38	0.00	3,040,272.59
KINDERGARTEN EMPLOYEE BENEFITS	1,458,093.09	116,084.07	427,007.34	0.00	1,031,085.75
KINDERGARTEN PURCHASED SERVICES	920.00	0.00	140.00	0.00	780.00
KINDERGARTEN SUPPLIES & MATERIALS	65,498.00	12,734.64	37,372.14	12,859.92	15,265.94
100-111 KINDERGARTEN TOTALS	5,831,267.06	493,768.41	1,731,002.86	12,859.92	4,087,404.28
PRIMARY TOTALS					
PRIMARY SALARIES	11,465,713.84	957,176.39	3,315,003.95	0.00	8,150,709.89
PRIMARY EMPLOYEE BENEFITS	3,459,622.41	278,107.08	1,007,737.95	0.00	2,451,884.46
PRIMARY PURCHASED SERVICES	3,300.00	643.25	1,533.25	0.00	1,766.75
PRIMARY SUPPLIES & MATERIALS	169,339.00	11,063.45	79,219.66	11,151.16	78,968.18
100-112 PRIMARY TOTALS	15,097,975.25	1,246,990.17	4,403,494.81	11,151.16	10,683,329.28
ELEMENTARY TOTALS					
ELEMENTARY SALARIES	18,132,512.41	1,519,815.56	5,301,219.84	0.00	12,831,292.57
ELEMENTARY EMPLOYEE BENEFITS	5,571,315.29	450,881.10	1,655,126.17	0.00	3,916,189.12
ELEMENTARY PURCHASED SERVICES	7,806.00	727.45	1,346.45	387.00	6,072.55
ELEMENTARY SUPPLIES & MATERIALS	444,999.00	31,660.96	163,791.99	29,579.11	251,627.90
100-113 ELEMENTARY TOTALS	24,156,632.70	2,003,085.07	7,121,484.45	29,966.11	17,005,182.14
SECONDARY TOTALS					
SECONDARY SALARIES	14,463,914.62	1,160,343.84	4,076,593.42	0.00	10,387,321.20
SECONDARY EMPLOYEE BENEFITS	4,050,109.78	330,425.01	1,209,523.23	0.00	2,840,586.55
SECONDARY PURCHASED SERVICES	106,070.00	16,658.80	104,145.32	0.00	1,924.68
SECONDARY SUPPLIES & MATERIALS	629,563.00	65,862.02	285,013.47	50,828.89	293,720.64
SECONDARY OTHER OBJECTS	8,165.00	7,100.00	7,150.00	0.00	1,015.00
100-114 SECONDARY TOTALS	19,257,822.40	1,580,389.67	5,682,425.44	50,828.89	13,524,568.07
VOCATIONAL TOTALS					
VOCATIONAL SALARIES	1,928,576.35	169,376.74	606,813.45	0.00	1,321,762.90
VOCATIONAL EMPLOYEE BENEFITS	586,901.79	49,040.60	181,529.65	0.00	405,372.14
VOCATIONAL SUPPLIES & MATERIALS	93,937.00	10,949.42	32,826.13	5,538.18	55,572.69
100-115 VOCATIONAL TOTALS	2,609,415.14	229,366.76	821,169.23	5,538.18	1,782,707.73
DRIVER EDUCATION TOTALS					
DRIVER EDUCATION SALARIES	114,874.50	9,489.54	36,767.08	0.00	78,107.42
DRIVER EDUCATION EMPLOYEE BENEFITS	31,635.70	2,547.54	9,940.63	0.00	21,695.07
DRIVER ED. SUPPLIES & MATERIALS	1,881.00	139.10	272.51	0.00	1,608.49
100-117 DRIVER EDUCATION TOTALS	148,391.20	12,176.18	46,980.22	0.00	101,410.98
EDUC. MENT. HANDI. TOTALS					
EDUC. MENT. HANDI. SALARIES	496,699.80	38,535.65	133,775.31	0.00	362,924.49
EDUC. MENT. HANI. EMPLOYEE BENEFITS	161,514.10	11,586.38	42,070.49	0.00	119,443.61
EDUC. MENT. HANDI. SUPPLIES	3,612.00	65.84	430.28	310.67	2,871.05
100-121 EDUC. MENT. HANDI. TOTALS	661,825.90	50,187.87	176,276.08	310.67	485,239.15
TRAIN. MENT. HANDI. TOTALS					
T. M. H. SALARIES	604,830.60	49,453.47	173,774.51	0.00	431,056.09
T. M. H. EMPLOYEE BENEFITS	206,815.28	15,515.64	57,073.79	0.00	149,741.49
T. M. H. SUPPLIES & MATERIALS	3,539.00	786.87	1,292.85	648.81	1,597.34

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100-122 TRAIN. MENT. HANDI. TOTALS	815,184.88	65,755.98	232,141.15	648.81	582,394.92
ORTHO. HANDI. TOTALS					
ORTHO. HANDI. SALARIES	300,931.31	24,701.48	85,721.77	0.00	215,209.54
ORTHO. HANDI. EMPLOYEE BENEFITS	107,670.70	8,513.24	31,153.46	0.00	76,517.24
ORTHO. HANDI. SUPPLIES	1,323.00	187.07	602.78	0.00	720.22
100-123 ORTHO. HANDI. TOTALS	409,925.01	33,401.79	117,478.01	0.00	292,447.00
VISUALLY HANDI. TOTALS					
VISUALLY HANDI. SALARIES	88,663.50	7,388.68	25,860.38	0.00	62,803.12
VISUALLY HANDI. EMPLOYEE BENEFITS	26,149.21	2,016.76	7,292.84	0.00	18,856.37
VISUALLY HANDI. SUPPLIES	757.00	0.00	0.00	0.00	757.00
100-124 VISUALLY HANDI. TOTALS	115,569.71	9,405.44	33,153.22	0.00	82,416.49
HEARING HANDI. TOTALS					
HEARING HANDI. SALARIES	230,308.00	16,822.92	63,836.07	0.00	166,471.93
HEARING HANDI. EMPLOYEE BENEFITS	66,001.19	4,903.71	18,930.57	0.00	47,070.62
HEARING HANDI. SUPPLIES	2,270.00	59.91	59.91	147.00	2,063.09
100-125 HEARING HANDI. TOTALS	298,579.19	21,786.54	82,826.55	147.00	215,605.64
SPEECH HANDI. TOTALS					
SPEECH HANDI. SALARIES	1,056,945.47	79,394.14	277,890.52	0.00	779,054.95
SPEECH HANDI. EMPLOYEE BENEFITS	313,905.69	22,494.49	80,334.75	0.00	233,570.94
SPEECH HANDI. PURCHASED SERVICES	114,963.50	15,032.00	30,677.00	84,286.50	0.00
SPEECH HANDI. SUPPLIES	11,361.00	1,436.07	4,298.89	35.26	7,026.85
100-126 SPEECH HANDI. TOTALS	1,497,175.66	118,356.70	393,201.16	84,321.76	1,019,652.74
LEARN. DISAB. HANDI. TOTALS					
LEARN. DISAB. SALARIES	3,853,564.52	324,127.60	1,117,659.46	0.00	2,735,905.06
LEARN. DISAB. EMPLOYEE BENEFITS	1,189,417.06	90,941.70	327,536.83	0.00	861,880.23
LEARN. DISAB. SUPPLIES	24,346.00	2,704.26	6,803.21	2,229.09	15,313.70
100-127 LEARN. DISAB. HANDI. TOTALS	5,067,327.58	417,773.56	1,451,999.50	2,229.09	3,613,098.99
EMOTIONALLY HANDI. TOTALS					
EMOTION. HANDI. SALARIES	760,883.90	65,232.74	219,965.72	0.00	540,918.18
EMOTION. HANDI. EMPLOYEE BENEFITS	265,056.93	20,900.33	75,118.98	0.00	189,937.95
EMOTION. HANDI. SUPPLIES	4,612.00	576.12	1,275.93	105.77	3,230.30
100-128 EMOTIONALLY HANDI. TOTALS	1,030,552.83	86,709.19	296,360.63	105.77	734,086.43
HOMEBOUND TOTALS					
HOMEBOUND SALARIES	5,000.00	480.74	1,650.55	0.00	3,349.45
HOMEBOUND EMPLOYEE BENEFITS	1,060.50	101.42	348.29	0.00	712.21
100-129 HOMEBOUND TOTALS	6,060.50	582.16	1,998.84	0.00	4,061.66
PRESCHOOL HANDICAPPED SPEECH					
PRESCHOOL HANDICAPPED SPEECH SUPPLI	454.00	10.29	317.67	57.78	78.55
100-135 PRESCHOOL HANDICAPPED SPEECH	454.00	10.29	317.67	57.78	78.55
PRESCHOOL HANDICAPPED ITINERANT					
PRESCHOOL HANDC'D ITINERANT SALARIE	10,475.30	872.96	3,055.36	0.00	7,419.94
PRESCHOOL HANDC'D ITINERANT BENEFIT	3,332.50	273.57	1,003.89	0.00	2,328.61
PRESCHOOL HANDC'D ITINERANT SUPPLIS	76.00	-49.09	0.00	0.00	76.00
100-136 PRESCHOOL HANDICAPPED ITINERANT	13,883.80	1,097.44	4,059.25	0.00	9,824.55
PRESCHOOL TOTALS					
PRESCHOOL SALARIES	694,512.06	63,069.43	216,867.57	0.00	477,644.49
PRESCHOOL EMPLOYEE BENEFITS	246,474.15	21,269.41	77,603.83	0.00	168,870.32
PRESCHOOL SUPPLIES	4,026.00	234.01	1,836.82	0.00	2,189.18
100-137 PRESCHOOL TOTALS	945,012.21	84,572.85	296,308.22	0.00	648,703.99

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**PRESCHOOL HANDC'D HOMEBASED**

PRESCHOOL HANDC'D HOMEBASED SALARI	7,690.85	640.92	2,243.22	0.00	5,447.63
PRESCHOOL HANDC'D HOMEBASED BENEFI	2,511.26	206.00	757.78	0.00	1,753.48
PRESCHOOL HANDC'D HOMEBASED SUPPLI	57.00	0.00	0.00	0.00	57.00
100-138 PRESCHOOL HANDC'D HOMEBASED	10,259.11	846.92	3,001.00	0.00	7,258.11

**FOUR-YEAR OLD KINDERGARTEN TOTALS**

4 YR KINDERGARTEN SALARIES	514,466.44	43,000.52	147,948.45	0.00	366,517.99
4 YR KINDERGARTEN BENEFITS	161,000.11	13,386.11	47,567.39	0.00	113,432.72
4 YR KINDERGARTEN PURCH SERVICES	6,621.50	887.44	3,582.39	0.00	3,039.11
4 YR KINDERGARTEN SUPPLIES	6,258.88	115.41	226.56	272.44	5,759.88
100-139 FOUR-YEAR OLD KINDERGARTEN TOTAL	688,346.93	57,389.48	199,324.79	272.44	488,749.70

**ACADEMIC. GIFTED TOTALS**

ACADEMICALLY GIFTED SALARIES	56,057.54	4,439.16	14,789.36	0.00	41,268.18
ACADEMIC GIFTED EMPLOYEE BENEFITS	11,832.82	896.94	3,028.49	0.00	8,804.33
100-141 ACADEMIC. GIFTED TOTALS	67,890.36	5,336.10	17,817.85	0.00	50,072.51

**ADVANCED PLACEMENT TOTALS**

ADVANCED PLACEMENT SALARIES	779,090.35	65,184.24	228,636.36	0.00	550,453.99
ADVANCED PLACEMENT BENEFITS	227,253.91	18,185.05	66,391.86	0.00	160,862.05
100-143 ADVANCED PLACEMENT TOTALS	1,006,344.26	83,369.29	295,028.22	0.00	711,316.04

**HOMEBOUND TOTALS**

HOMEBOUND SALARIES	127,575.00	12,204.11	32,619.41	0.00	94,955.59
HOMEBOUND BENEFITS	30,372.70	2,397.17	7,390.34	0.00	22,982.36
HOMEBOUND PURCHAS. SERV.	13,300.00	475.00	869.71	0.00	12,430.29
100-145 HOMEBOUND TOTALS	171,247.70	15,076.28	40,879.46	0.00	130,368.24

**ARTISTIC. GIFTED TOTALS**

ARTISTICALLY GIFTED SALARIES	6,488.21	1,590.68	2,192.38	0.00	4,295.83
ARTISTIC GIFTED EMPLOYEE BENEFITS	1,376.17	251.97	377.97	0.00	998.20
ARTISTICALLY GIFTED PURCH. SERV.	1,950.00	0.00	0.00	0.00	1,950.00
100-148 ARTISTIC. GIFTED TOTALS	9,814.38	1,842.65	2,570.35	0.00	7,244.03

**OTHER SPECIAL PROG. TOTALS**

OTHER SPECIAL PROGRAMS SALARIES	1,016,513.06	44,464.61	144,372.90	0.00	872,140.16
OTHER SPEC. PROG. EMPLOYEE BENEFITS	256,307.91	11,275.30	42,942.31	0.00	213,365.60
100-149 OTHER SPECIAL PROG. TOTALS	1,272,820.97	55,739.91	187,315.21	0.00	1,085,505.76

**AUTISM TOTALS**

AUTISM SALARIES	794,490.08	67,603.71	234,267.47	0.00	560,222.61
AUTISM BENEFITS	289,004.07	22,165.65	81,568.16	0.00	207,435.91
AUTISM SUPPLIES	3,263.00	493.85	1,894.60	242.70	1,125.70
100-161 AUTISM TOTALS	1,086,757.15	90,263.21	317,730.23	242.70	768,784.22

**SECONDARY SUMMER SCHOOL TOTALS**

SEC. SUM. SCH. SALARIES	84,150.00	0.00	21,921.00	0.00	62,229.00
SEC. SUM. SCH. EMPLOYEE BENEFITS	17,848.23	0.00	4,300.17	0.00	13,548.06
SEC. SUM. SCH. SUPPLIES	0.00	0.00	17,004.30	0.00	-17,004.30
100-173 SECONDARY SUMMER SCHOOL TOTALS	101,998.23	0.00	43,225.47	0.00	58,772.76

	0.00	0.00	11,420.00	0.00	-11,420.00
100-174	0.00	0.00	11,420.00	0.00	-11,420.00

**ADULT ED. BASIC TOTALS**

ADULT ED. BASIC SALARIES	112,606.50	8,996.38	35,545.64	0.00	77,060.86
ADULT ED. BASIC EMPLOYEE BENEFITS	34,477.62	2,637.72	11,050.39	0.00	23,427.23

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ADULT ED. BASIC PURCHASED SERVICES	2,000.00	0.00	770.35	0.00	1,229.65
100-181 ADULT ED. BASIC TOTALS	149,084.12	11,634.10	47,366.38	0.00	101,717.74
ADULT ED. SECOND. TOTALS					
ADULT SECONDARY SALARIES	7,500.00	0.00	0.00	0.00	7,500.00
ADULT SEC. EMPLOYEE BENEFITS	1,590.75	0.00	0.00	0.00	1,590.75
	1,500.00	0.00	0.00	0.00	1,500.00
	9,660.00	0.00	166.67	0.00	9,493.33
100-182 ADULT ED. SECOND. TOTALS	20,250.75	0.00	166.67	0.00	20,084.08
PUPIL ACTIVITY TOTALS					
PUPIL ACTIVITY SALARIES	417,673.04	31,445.67	119,326.83	0.00	298,346.21
PUPIL ACTIVITY BENEFITS	91,493.39	6,806.51	25,318.58	0.00	66,174.81
PUPIL ACTIVITY OTHER	80,533.00	8,335.82	23,627.43	10,640.26	46,265.31
100-190 PUPIL ACTIVITY TOTALS	589,699.43	46,588.00	168,272.84	10,640.26	410,786.33
ATTENDANCE TOTALS					
ATTENDANCE SALARIES	540,140.25	97,545.61	227,680.19	0.00	312,460.06
ATTENDANCE EMPLOYEE BENEFITS	199,152.94	31,674.00	78,732.82	0.00	120,420.12
ATTENDANCE PURCHASED SERVICES	9,412.00	217.91	800.71	0.00	8,611.29
ATTENDANCE SUPPLIES	7,667.00	1,683.65	2,210.20	26.56	5,430.24
100-211 ATTENDANCE TOTALS	756,372.19	131,121.17	309,423.92	26.56	446,921.71
GUIDANCE TOTALS					
GUIDANCE SALARIES	2,873,349.53	240,047.23	942,593.28	0.00	1,930,756.25
GUIDANCE EMPLOYEE BENEFITS	849,998.78	68,886.74	274,980.75	0.00	575,018.03
GUIDANCE PURCHASED SERVICES	1,936.00	250.00	250.00	0.00	1,686.00
GUIDANCE SUPPLIES	18,594.50	908.43	7,106.80	371.64	11,116.06
100-212 GUIDANCE TOTALS	3,743,878.81	310,092.40	1,224,930.83	371.64	2,518,576.34
NURSES TOTALS					
NURSES SALARIES	1,175,231.35	100,253.12	349,178.23	0.00	826,053.12
NURSES EMPLOYEE BENEFITS	337,568.28	26,844.67	96,597.94	0.00	240,970.34
NURSES PURCHASED SERVICES	979.00	0.00	0.00	7,555.00	-6,576.00
NURSES SUPPLIES	20,093.00	835.31	10,824.81	612.93	8,655.26
100-213 NURSES TOTALS	1,533,871.63	127,933.10	456,600.98	8,167.93	1,069,102.72
PSYCHOLOGICAL TOTALS					
PSYCHOLOGICAL SALARIES	1,020,361.50	85,030.10	340,120.36	0.00	680,241.14
PSYCHOLOGICAL EMPLOYEE BENEFITS	269,618.42	22,165.45	88,675.91	0.00	180,942.51
PSYCHOLOGICAL PURCHASED SERVICES	7,188.00	183.15	369.78	0.00	6,818.22
PSYCHOLOGICAL SUPPLIES	6,562.00	0.00	6,505.64	0.00	56.36
100-214 PSYCHOLOGICAL TOTALS	1,303,729.92	107,378.70	435,671.69	0.00	868,058.23
CAREER DEVELOPMENT FACILITATOR					
CAREER DEV. FAC. SALARIES	160,782.85	13,398.56	46,894.96	0.00	113,887.89
CAREER DEV. FAC. BENEFITS	51,966.15	4,252.07	15,626.60	0.00	36,339.55
CAREER DEV. FAC. SUPPLIES	1,300.00	0.00	0.00	0.00	1,300.00
100-217 CAREER DEVELOPMENT FACILITATOR	214,049.00	17,650.63	62,521.56	0.00	151,527.44
IMPROV. OF INSTRUCT. TOTALS					
IMPROVEMENT OF INSTRUCT. SALARIES	3,176,545.30	294,051.91	1,177,357.92	0.00	1,999,187.38
IMPROV. OF INSTR. EMPLOYEE BENEFITS	863,494.80	76,699.36	311,767.80	0.00	551,727.00
IMPROV. OF INSTR. PURCHASED SERV.	252,515.00	12,532.02	27,036.43	3,628.33	221,850.24
IMPROV. OF INSTR. SUPPLIES	176,700.00	5,536.51	34,498.90	6,095.11	136,105.99
IMPROV. OF INSTR. OTHER OBJECTS	244,009.00	7,508.16	113,338.79	11,642.29	119,027.92
100-221 IMPROV. OF INSTRUCT. TOTALS	4,713,264.10	396,327.96	1,663,999.84	21,365.73	3,027,898.53



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EDUCA. MEDIA TOTALS

EDUCATIONAL MEDIA SALARIES	1,930,934.34	159,924.22	559,437.15	0.00	1,371,497.19
EDUCA. MEDIA EMPLOYEE BENEFITS	597,333.37	46,256.32	168,124.18	0.00	429,209.19
EDUC. MEDIA PURCHASED SERVICES	1,080.00	0.00	310.00	0.00	770.00
EDUC. MEDIA SUPPLIES	318,475.50	38,639.24	130,311.75	46,155.29	142,008.46
100-222 EDUCA. MEDIA TOTALS	2,847,823.21	244,819.78	858,183.08	46,155.29	1,943,484.84

SUPERVISION OF SPEC. PROG. TOTALS

SUPERVISION OF SPEC. PROG. SALARIES	585,296.60	58,607.53	231,757.18	0.00	353,539.42
SUPV. OF SPEC. PROG. EMPL. BENEFITS	160,337.49	14,653.78	58,457.94	0.00	101,879.55
SUPV. OF SPEC. PROG. PURCH. SERV.	2,825.00	0.00	0.00	0.00	2,825.00
SUPV. OF SPEC. PROG. SUPPLIES	4,550.00	0.00	57.62	0.00	4,492.38
100-223 SUPERVISION OF SPEC. PROG. TOTALS	753,009.09	73,261.31	290,272.74	0.00	462,736.35

INSTRUC. STAFF DEV. TOTALS

INSTRUC. STAFF DEV. SALARIES	13,655.00	801.00	3,193.54	0.00	10,461.46
INSTRUC. STAFF DEV. BENEFITS	2,896.25	166.16	667.99	0.00	2,228.26
INSTRUC. STAFF DEV. PURCH. SERVICES	152,026.22	3,935.24	23,666.65	3,607.58	124,751.99
INSTRUC. STAFF DEV. SUPPLIES	7,572.06	0.00	710.95	1,644.43	5,216.68
100-224 INSTRUC. STAFF DEV. TOTALS	176,149.53	4,902.40	28,239.13	5,252.01	142,658.39

BOARD OF EDUC. TOTALS

BOARD OF EDUCATION SALARIES	36,250.00	2,187.50	10,937.50	0.00	25,312.50
BOARD OF ED. EMPLOYEE BENEFITS	7,638.39	343.26	1,716.30	0.00	5,922.09
BOARD OF ED. PURCHASED SERVICES	239,200.00	14,202.10	91,939.91	162.64	147,097.45
BOARD OF ED. OTHER OBJECTS	202,225.00	0.00	211,110.00	0.00	-8,885.00
100-231 BOARD OF EDUC. TOTALS	485,313.39	16,732.86	315,703.71	162.64	169,447.04

OFF. OF SUPERINTENDENT TOTALS

OFF. OF SUPERINTENDENT SALARIES	259,666.00	22,408.84	111,454.20	0.00	148,211.80
OFF. OF SUPT. EMPLOYEE BENEFITS	75,933.94	5,789.10	36,310.88	0.00	39,623.06
OFF. OF SUPT. PURCHASED SERVICES	12,000.00	1,942.69	3,976.77	0.00	8,023.23
OFF. OF SUPT. SUPPLIES	10,611.08	212.61	796.53	0.00	9,814.55
OFF. OF SUPT. OTHER OBJECTS	5,100.00	0.00	605.00	0.00	4,495.00
100-232 OFF. OF SUPERINTENDENT TOTALS	363,311.02	30,353.24	153,143.38	0.00	210,167.64

SCHOOL ADMINISTRATION TOTALS

SCHOOL ADMINISTRATION SALARIES	7,207,849.10	553,565.26	2,549,126.63	0.00	4,658,722.47
SCH. ADMIN. EMPLOYEE BENEFITS	2,135,759.01	156,912.78	720,769.81	0.00	1,414,989.20
SCH. ADMIN. PURCHASED SERVICES	188,999.42	8,107.20	66,262.98	19,782.93	102,953.51
SCH. ADMIN. SUPPLIES	174,221.00	9,411.56	66,420.17	5,645.82	102,155.01
SCH. ADMIN. CAPITAL OUTLAY	12,867.00	0.00	0.00	454.79	12,412.21
SCH. ADMIN. OTHER OBJECTS	44,680.50	652.00	24,727.76	0.00	19,952.74
100-233 SCHOOL ADMINISTRATION TOTALS	9,764,376.03	728,648.80	3,427,307.35	25,883.54	6,311,185.14

STUDENT TRANSPORTATION TOTALS

STUDENT TRANSPORTATION SALARIES	3,045.00	167.60	464.72	0.00	2,580.28
STUDENT TRANSPORTATION BENEFITS	755.00	32.15	82.60	0.00	672.40
	2,345.00	232.00	346.00	0.00	1,999.00
100-251 STUDENT TRANSPORTATION TOTALS	6,145.00	431.75	893.32	0.00	5,251.68

FISCAL SERVICES TOTALS

FISCAL SERVICES SALARIES	793,933.00	67,494.47	325,981.29	0.00	467,951.71
FISCAL SERV. EMPLOYEE BENEFITS	236,093.70	18,707.92	91,796.69	0.00	144,297.01
FISCAL SERVICES PURCHASED SERVICES	55,000.00	1,343.37	21,329.87	4,410.50	29,259.63
FISCAL SERVICES SUPPLIES	65,250.00	1,632.93	15,962.85	965.91	48,321.24

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO  
BUDGET REPORT BY ACCOUNT  
FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

FISCAL SERVICES CAPITAL OUTLAY	6,250.00	0.00	0.00	0.00	6,250.00
FISCAL SERVICES OTHER OBJECTS	4,500.00	0.00	636.00	0.00	3,864.00
100-252 FISCAL SERVICES TOTALS	1,161,026.70	89,178.69	455,706.70	5,376.41	699,943.59
OPER. & MAINT. TOTALS					
OPERATION & MAINT. SALARIES	5,845,923.70	475,006.90	2,389,679.98	0.00	3,456,243.72
OPER. & MAINT. EMPLOYEE BENEFITS	2,109,814.00	163,555.57	823,375.14	0.00	1,286,438.86
OPER. & MAINT. PURCHASED SERVICES	2,722,102.00	199,101.36	1,256,337.94	517,958.47	947,805.59
OPER. & MAINT. SUPPLIES	3,702,270.00	305,197.59	1,297,230.64	115,203.14	2,289,836.22
OPER. & MAINT. OTHER OBJECTS	34,500.00	0.00	30,319.51	697.37	3,483.12
100-254 OPER. & MAINT. TOTALS	14,414,609.70	1,142,861.42	5,796,943.21	633,858.98	7,983,807.51
PUPIL TRANSPORTATION TOTALS					
PUPIL TRANSPORTATION SALARIES	2,942,302.91	227,282.60	900,077.95	0.00	2,042,224.96
PUPIL TRANSP. EMPLOYEE BENEFITS	1,007,839.90	57,666.12	235,162.82	0.00	772,677.08
PUPIL TRANSP. PURCHASED SERVICES	201,570.00	11,880.39	41,836.35	16,695.00	143,038.65
PUPIL TRANSP. SUPPLIES	52,535.00	455.14	18,288.54	880.25	33,366.21
PUPIL TRANSP. OTHER OBJECTS	450.00	0.00	104.00	0.00	346.00
100-255 PUPIL TRANSPORTATION TOTALS	4,204,697.81	297,284.25	1,195,469.66	17,575.25	2,991,652.90
INTERNAL SERVICES TOTALS					
INTERNAL SERVICES SALARIES	380,283.82	31,101.80	161,357.93	0.00	218,925.89
INTERNAL SERV. EMPLOYEE BENEFITS	116,048.69	9,049.09	46,883.12	0.00	69,165.57
INTERNAL SERV. PURCHASED SERVICES	679,814.68	51,578.53	207,036.34	107,042.44	365,735.90
INTERNAL SERV. SUPPLIES	46,730.00	8,524.89	11,293.80	5,037.61	30,398.59
100-257 INTERNAL SERVICES TOTALS	1,222,877.19	100,254.31	426,571.19	112,080.05	684,225.95
SECURITY TOTALS					
SECURITY SALARIES	0.00	5,793.58	28,967.90	0.00	-28,967.90
SECURITY BENEFITS	0.00	1,497.15	7,485.75	0.00	-7,485.75
SECURITY PURCHASED SERVICES	723,675.78	7,306.75	46,586.67	40,491.74	636,597.37
SECURITY SUPPLIES	200.00	0.00	0.00	0.00	200.00
100-258 SECURITY TOTALS	723,875.78	14,597.48	83,040.32	40,491.74	600,343.72
PUBIC RELATIONS DEPT. TOTALS					
INFORMATION SERVICES SALARIES	215,397.50	18,336.50	91,677.81	0.00	123,719.69
INFORMATION SERV. EMPLOYEE SERVICES	56,938.16	4,643.55	22,942.61	0.00	33,995.55
INFORMATION SERV. PURCHASED SERV.	66,006.00	913.38	3,782.55	2,425.00	59,798.45
INFORMATION SERV. SUPPLIES	28,462.00	1,187.18	13,977.81	1,689.85	12,794.34
INFORMATION SERV. OTHER OBJECTS	13,684.92	3,462.47	6,094.82	31.60	7,558.50
100-263 PUBIC RELATIONS DEPT. TOTALS	380,488.58	28,543.08	138,475.60	4,146.45	237,866.53
PERSONNEL DEPT. TOTALS					
STAFF SERVICES SALARIES	537,466.98	46,180.29	224,040.35	0.00	313,426.63
STAFF SERVICES EMPLOYEE BENEFITS	251,399.40	11,649.80	134,756.64	0.00	116,642.76
STAFF SERVICES PURCHASED SERVICES	62,900.00	16,569.18	21,271.18	175.00	41,453.82
STAFF SERVICES SUPPLIES	49,782.00	1,168.00	34,087.17	2,273.90	13,420.93
STAFF SERVICES OTHER OBJECTS	300.00	0.00	350.00	0.00	-50.00
100-264 PERSONNEL DEPT. TOTALS	901,848.38	75,567.27	414,505.34	2,448.90	484,894.14
DATA PROCESSING TOTALS					
DATA PROCESSING SERVICES SALARIES	916,030.00	77,695.20	390,754.50	0.00	525,275.50
DATA PROCESS. EMPLOYEE BENEFITS	260,770.46	21,420.47	107,377.09	0.00	153,393.37
DATA PROCESS. PURCHASED SERVICES	175,000.00	6,281.97	56,427.69	3,525.65	115,046.66
TECHNOLOGY SERVICES - SUPPLIES	12,250.00	-906.45	1,657.76	1,453.56	9,138.68
100-266 DATA PROCESSING TOTALS	1,364,050.46	104,491.19	556,217.04	4,979.21	802,854.21

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO**  
**BUDGET REPORT BY ACCOUNT**  
**FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

PUPIL SERVICES TOTALS					
PUPIL SERVICES SALARIES	1,252,167.57	134,022.27	474,068.52	0.00	778,099.05
PUPIL SERVICE EMPLOYEE BENEFITS	301,129.86	27,169.58	106,704.19	0.00	194,425.67
PUPIL SERVICES PURCHASED SERVICES	3,900.00	0.00	0.00	0.00	3,900.00
100-271 PUPIL SERVICES TOTALS	1,557,197.43	161,191.85	580,772.71	0.00	976,424.72
	30,960.00	2,580.00	9,030.00	0.00	21,930.00
	6,800.00	0.00	24.59	500.00	6,275.41
100-390	37,760.00	2,580.00	9,054.59	500.00	28,205.41
TRANSFER TO STATE DEPT. TOTALS					
TRANSFER TO STATE DEPT.	25,000.00	0.00	0.00	0.00	25,000.00
100-411 TRANSFER TO STATE DEPT. TOTALS	25,000.00	0.00	0.00	0.00	25,000.00
TRANSF. TO OTHER GOVT. TOTALS					
TRANSFER TO OTHER GOVT. UNITS	152,200.00	0.00	38,777.50	0.00	113,422.50
100-412 TRANSF. TO OTHER GOVT. TOTALS	152,200.00	0.00	38,777.50	0.00	113,422.50
PYMT OTHER NONPR. 1ST STEP TOTALS					
PYMT OTHER NONPROF. 1ST STEPS	3,200.00	0.00	0.00	0.00	3,200.00
100-415 PYMT OTHER NONPR. 1ST STEP TOTALS	3,200.00	0.00	0.00	0.00	3,200.00
TRANSF. TO GENERAL FUND TOTALS					
TRANSFER TO GENERAL FUND	40,215.00	0.00	0.00	0.00	40,215.00
100-420 TRANSF. TO GENERAL FUND TOTALS	40,215.00	0.00	0.00	0.00	40,215.00
TRANSF. TO SPEC. REV. TOTALS					
TRANSFER TO SPECIAL REV. FUND	134,531.00	0.00	0.00	0.00	134,531.00
100-421 TRANSF. TO SPEC. REV. TOTALS	134,531.00	0.00	0.00	0.00	134,531.00
TRANSF. TO FOOD SERV. TOTALS					
TRANSFER TO FOOD SERV. FUND	521,745.00	0.00	0.00	0.00	521,745.00
100-425 TRANSF. TO FOOD SERV. TOTALS	521,745.00	0.00	0.00	0.00	521,745.00
TRANSF. TO PUPIL ACT. TOTALS					
TRANSFER TO PUPIL ACT. FUND	408,168.00	57,400.00	57,400.00	0.00	350,768.00
100-426 TRANSF. TO PUPIL ACT. TOTALS	408,168.00	57,400.00	57,400.00	0.00	350,768.00
	137,052,352.36	11,087,105.65	43,206,621.15	1,138,162.87	92,707,568.34
FUND 101 - TOTALS					
DATA PROC. TOTALS					
DATA PROC. PURCHASED SERVICES	33,000.00	0.00	40,367.62	0.00	-7,367.62
101-266 DATA PROC. TOTALS	33,000.00	0.00	40,367.62	0.00	-7,367.62
FUND 101 - TOTALS	33,000.00	0.00	40,367.62	0.00	-7,367.62
FUND 102 - TOTALS					
PRIMARY TOTALS					
PRIMARY SALARIES	89,200.90	7,202.71	25,826.66	0.00	63,374.24
PRIMARY EMPLOYEE BENEFITS	29,981.51	2,153.70	7,989.50	0.00	21,992.01
102-112 PRIMARY TOTALS	119,182.41	9,356.41	33,816.16	0.00	85,366.25
ELEMENTARY TOTALS					
ELEMENTARY SALARIES	68,012.60	5,513.92	19,710.18	0.00	48,302.42
ELEMENTARY EMPLOYEE BENEFITS	23,006.42	1,685.70	6,252.45	0.00	16,753.97
102-113 ELEMENTARY TOTALS	91,019.02	7,199.62	25,962.63	0.00	65,056.39
CURRICULUM TOTALS					
CURRICULUM SALARIES	39,471.25	0.00	0.00	0.00	39,471.25
CURRICULUM EMPLOYEE BENEFITS	8,371.83	0.00	0.00	0.00	8,371.83
102-221 CURRICULUM TOTALS	47,843.08	0.00	0.00	0.00	47,843.08

**SCHOOL DIST 5 LEXINGTON/RICHLAND CO**  
**BUDGET REPORT BY ACCOUNT**  
**FY 2009-2010**

**MONTH ENDED NOVEMBER 30, 2009**

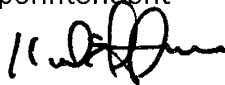
IN-SERVICE TRAINING TOTALS					
IN-SERVICE TRAINING SALARIES	5,734.75	0.00	3,481.71	0.00	2,253.04
IN-SERVICE TRAINING - EMP BENEFITS	1,216.38	0.00	720.49	0.00	495.89
102-224 IN-SERVICE TRAINING TOTALS	6,951.13	0.00	4,202.20	0.00	2,748.93
FUND 102 - TOTALS	264,995.64	16,556.03	63,980.99	0.00	201,014.65
	<b>137,350,348.00</b>	<b>11,103,661.68</b>	<b>43,310,969.76</b>	<b>1,138,162.87</b>	<b>92,901,215.37</b>





December 14, 2009

TO: Members of the Board of Trustees  
Dr. Herbert M. Berg, Superintendent

FROM: Karl E. Fulmer, Ed.D.   
Chief Financial Services Officer

RE: Budget Calendar Timeline – 2010-2011

Attached is the proposed calendar timeline for the fiscal year 2010-11 budget. This timeline includes presentations to the Board on April 26, May 24, and June 14.

KEF:II

Attachment

# DRAFT

## **Budget Calendar School District Five of Lexington and Richland Counties FY 2010- 2011**

December 2009	Financial Services prepares all forms and documents to be used in the budget process and reviews the budget process with school principals and district departments. School principals meet with departments, School Improvement Councils, PTOs, PTAs, and other school groups to identify budget needs for the next year.
Week of January 11, 2010	Principals meet individually with Human Resources Officer to discuss contract levels, employment status, and retirements for all staff for the 2010-11 school year. Complete enrollment projections for each school by grade; calculate allocations to schools
Week of January 18, 2010	Principals meet individually with Human Resources Officer to discuss contract levels, employment status, and retirements for all staff for the 2010-11 school year.  Review enrollment projections and allocations with principals
Week of January 25, 2010	Principals meet individually with Human Resources Officer to discuss contract levels, employment status, and retirements for all staff for the 2010-11 school year.  Principals complete distribution of allocations and compile requests over allocations
Week of February 1, 2010	District Cabinet meets with principals to discuss staffing and requests over allocations
Week of February 8, 2010	Meetings with principals continue
Week of February 15, 2010	Meetings with principals continue
Week of February 22, 2010	District Cabinet meets with departments to receive departmental budget requests
Week of March 1, 2010	District Cabinet meets to finalize and approve budget requests over allocations
Week of March 8, 2010	Financial Services begins to compile General Fund Budget

Week of March 15, 2010	Budget compilation continues
Week of March 22, 2010	Budget compilation continues
Week of March 29, 2010	Budget compilation completed
Week of April 5, 2010	Spring Break
Week of April 12, 2010	Budget presentation printed
Week of April 19, 2010	Budget included in Board packets
Week of April 26, 2010	Discussion of Budget with Board
Week of May 3, 2010	Budget prepared for 1 <sup>st</sup> reading
Week of May 10, 2010	Budget preparation continues and Budget 1 <sup>st</sup> reading printed
Week of May 17, 2010	Budget 1 <sup>st</sup> reading included in Board packets
Week of May 24, 2010	Budget 1 <sup>st</sup> reading presented to Board
Week of May 31, 2010	Budget 2 <sup>nd</sup> reading prepared
Week of June 7, 2010	Budget prepared for 2 <sup>nd</sup> and final reading and 2 <sup>nd</sup> reading printed
Week of June 14, 2010	Public Hearing of Budget Budget 2 <sup>nd</sup> and final reading approval by Board





# THE NEW CATE CENTER FOR



**district five**  
OF LEXINGTON & RICHLAND COUNTIES

PROJECT UPDATE  
12.14.09



mcmillan | pazdan | smith  
architecture



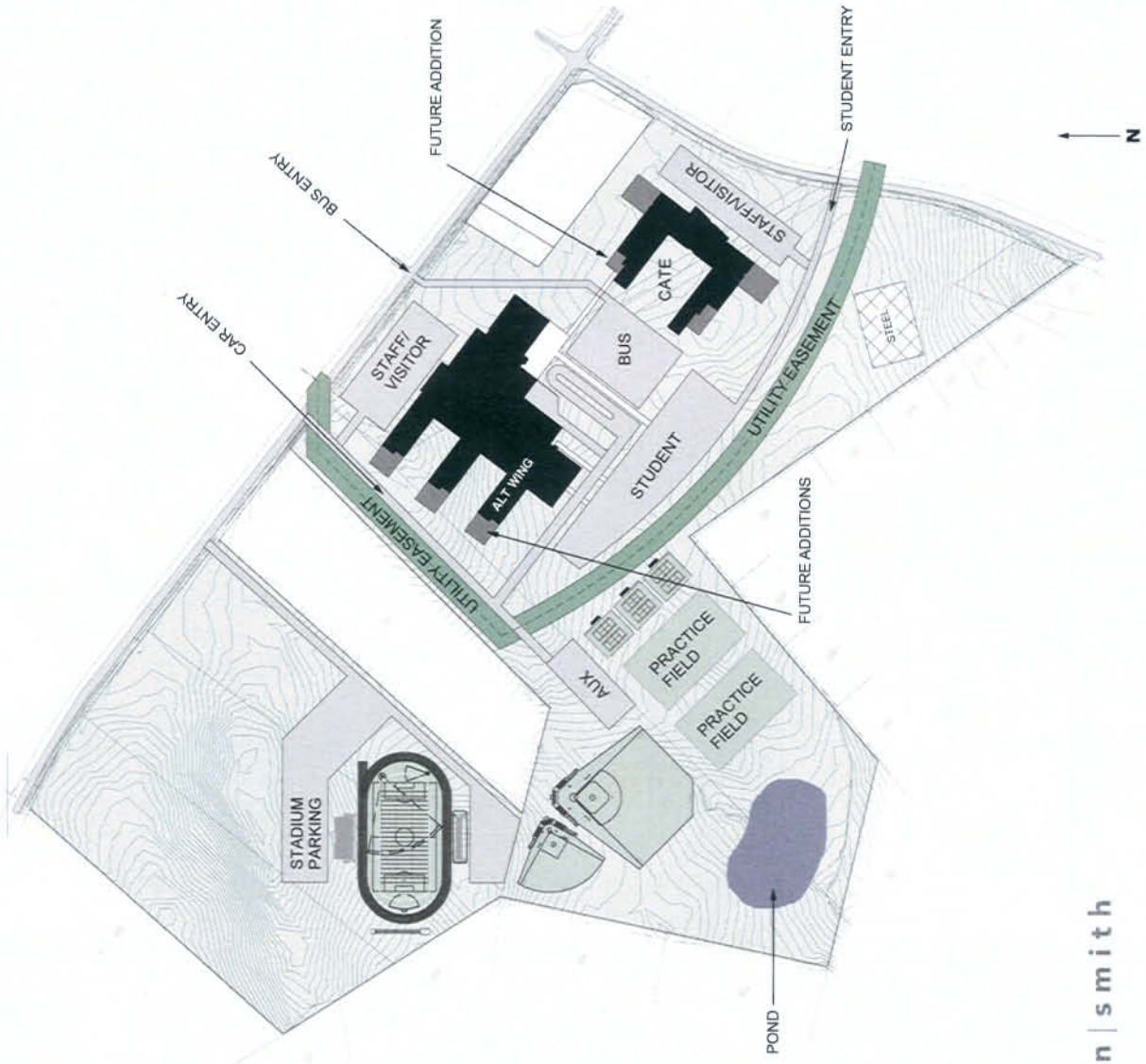
**SOUTHERN** MANAGEMENT GROUP

BROAD RIVER ROAD  
(US HIGHWAY 176)

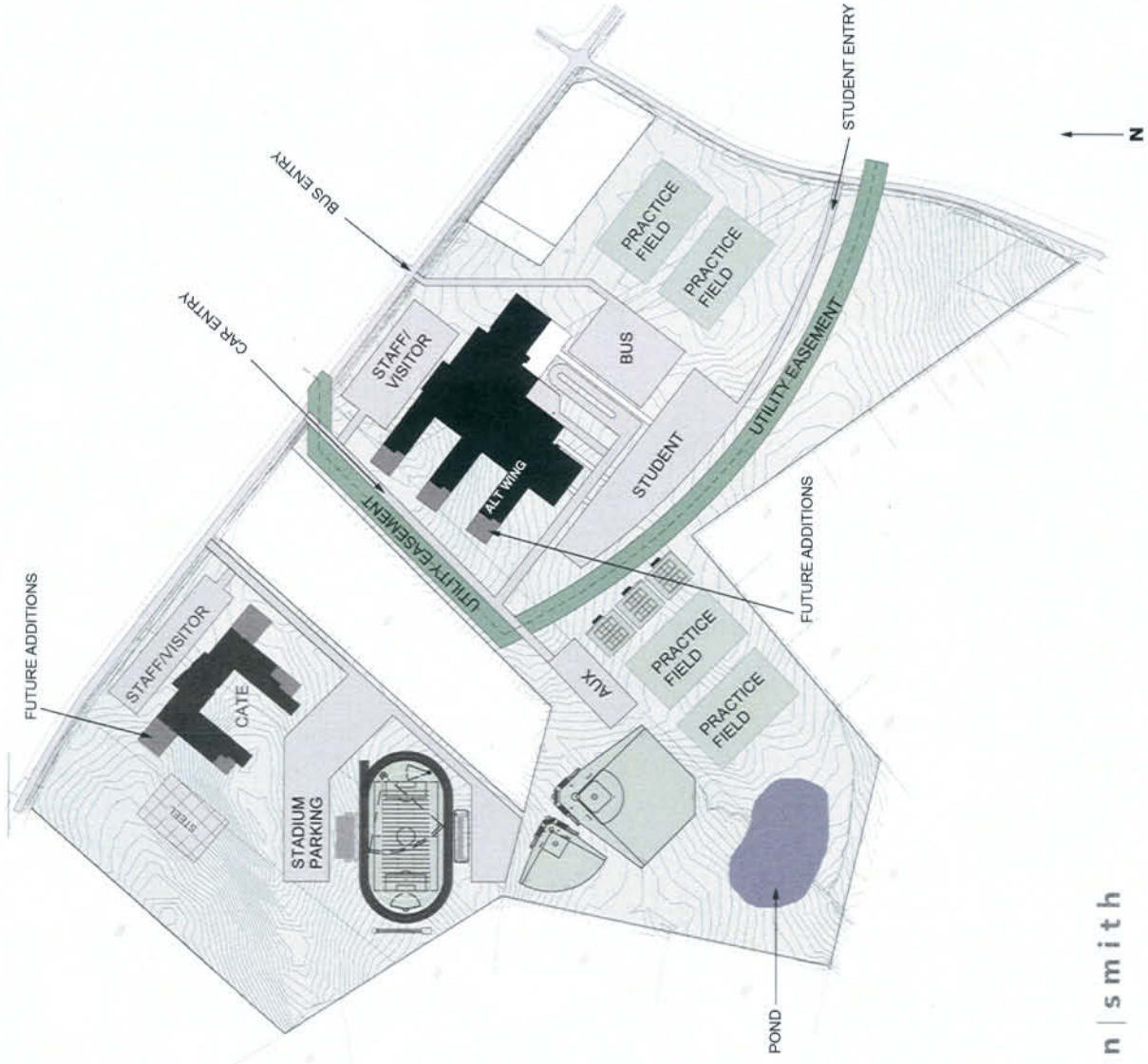
MT. VERNON  
CHURCH ROAD



# OVERALL SITE PLAN – CATE ON HIGH SCHOOL SITE



# OVERALL SITE PLAN – CATE ON MIDDLE SCHOOL SITE



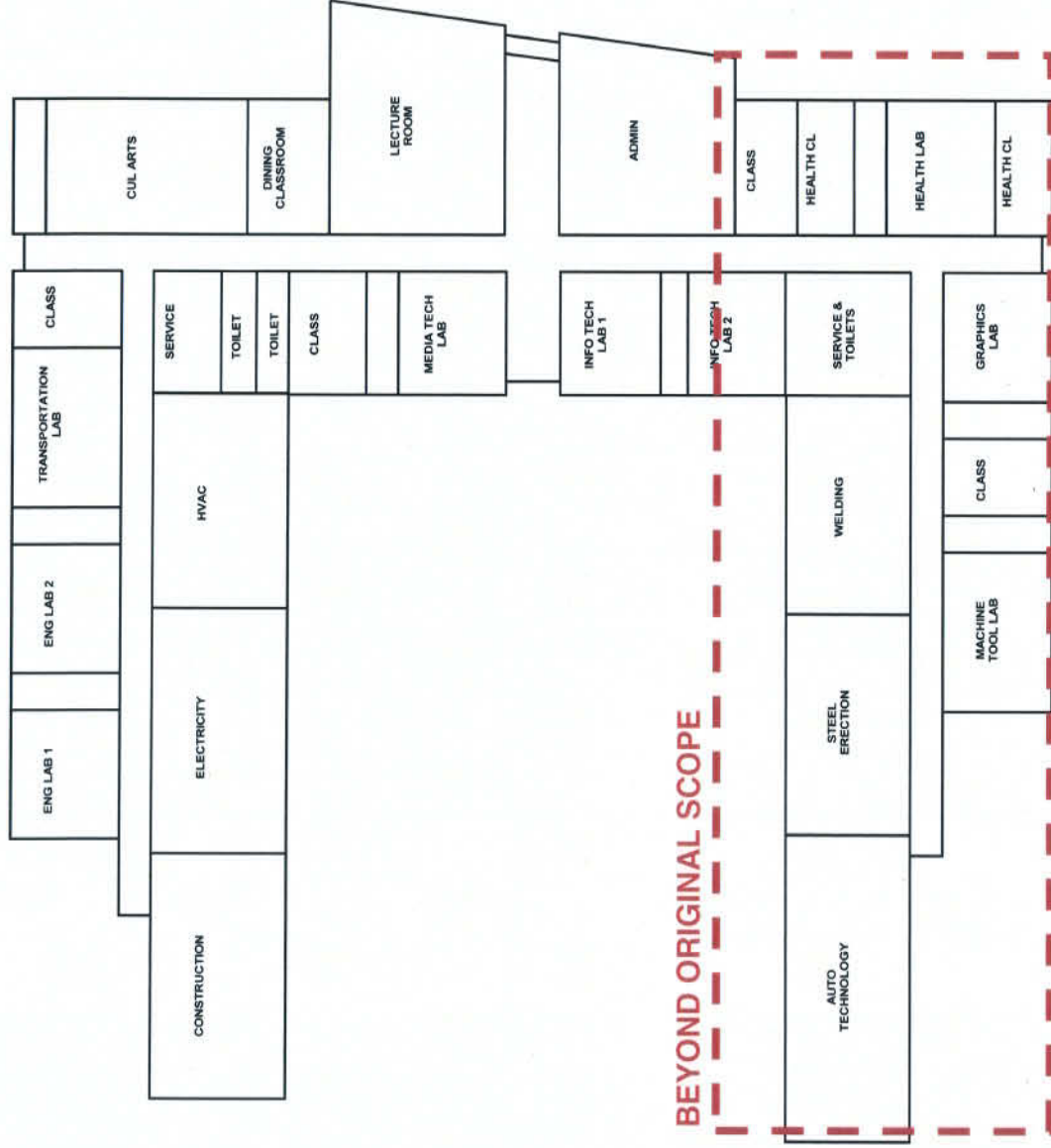




district five  
OF LEXINGTON & RICHLAND COUNTIES

# THE NEW CATE CENTER FLOOR PLAN

# DRAFT

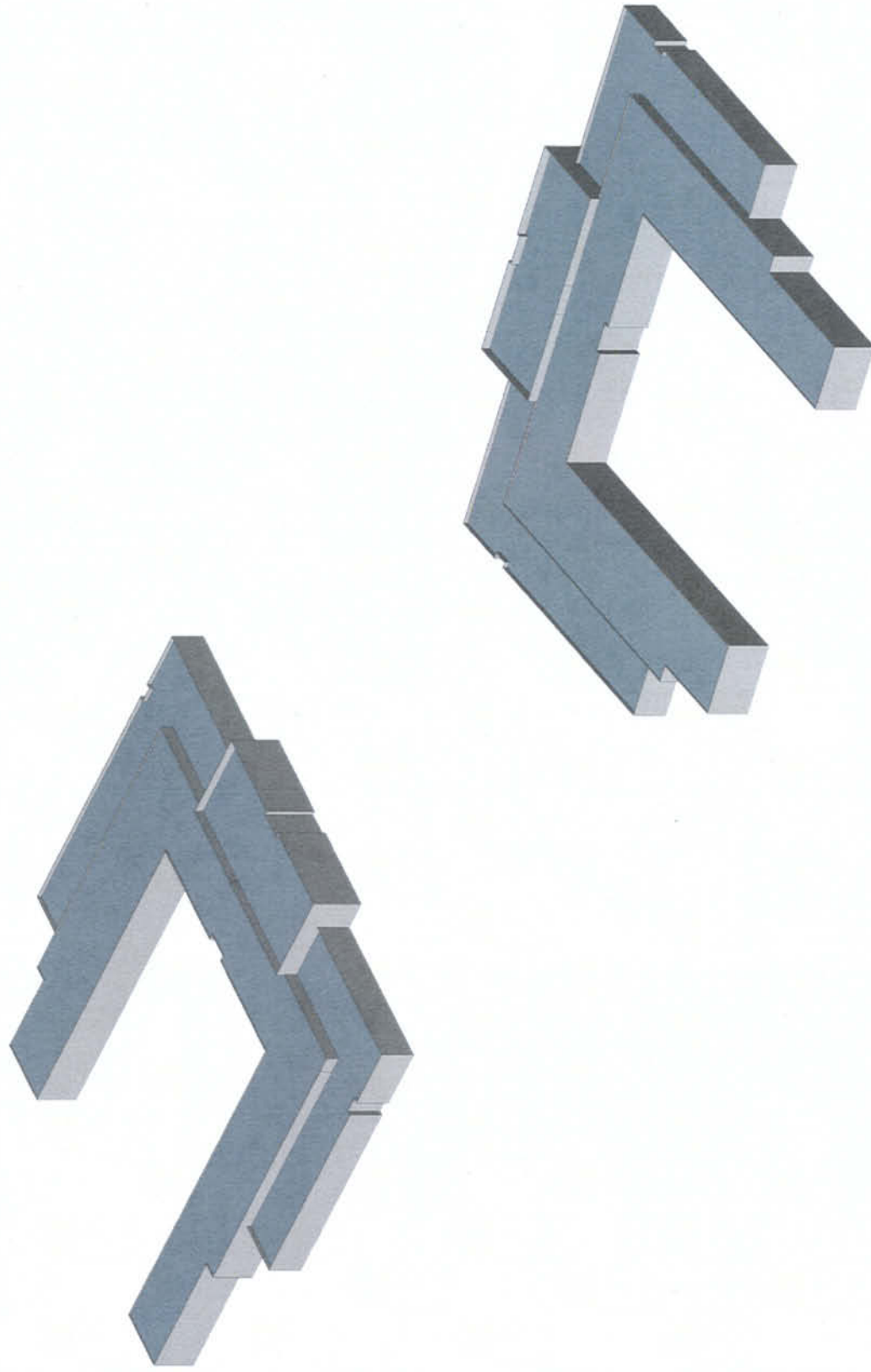


mc millan | pazdan | smith  
architecture



district five  
OF LEXINGTON & RICHLAND COUNTIES

# THE NEW CATE CENTER MASSING STUDY



D R A F T

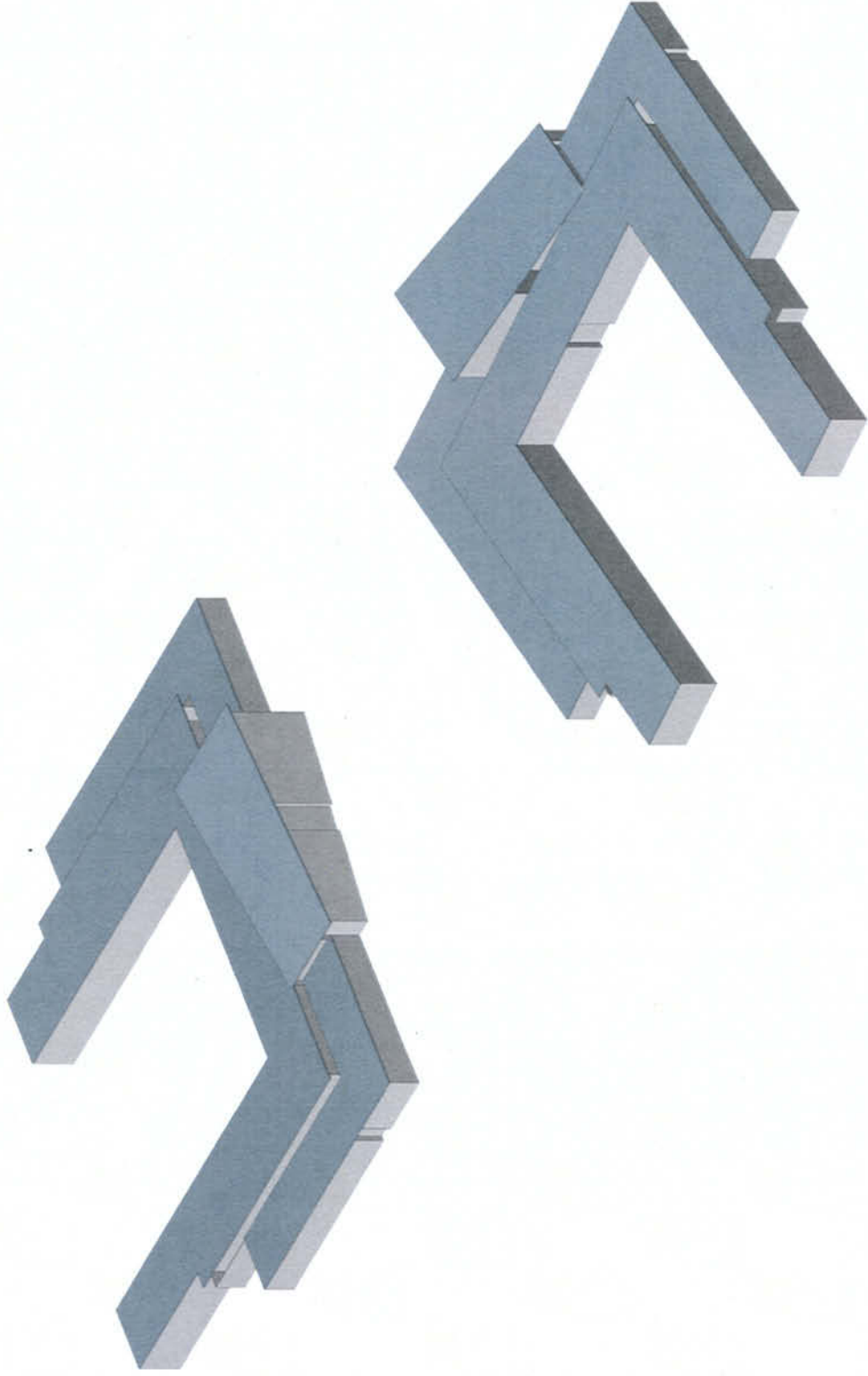
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**district five**  
OF LEXINGTON & RICHLAND COUNTIES

# THE NEW CATE CENTER MASSING STUDY

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district five  
OF LEXINGTON & RICHLAND COUNTIES

# Programs For CTE Center

- Media Technology (DFHS)
- Health Science (All)
- Graphic Arts/Communication
- Information Technology - CISCO/ORACLE
- Steel Erection Construction
- Supply Chain/Distrib./Logistics
- Pre-Engineering (All)
- Auto Technology
- Machine tool Technology
- Electricity/Electrical Controls
- Building Construction
- HVAC
- Welding



**district five**  
OF LEXINGTON & RICHLAND COUNTIES

# “Original” List of Programs

## **TIER 1**

- Electrical Controls (Megatronics)
- Welding
- HVAC
- Culinary Arts
- Health Science
- Information Technology
- Auto Technology
- Auto Collision Repair
- Graphic Communication
- Engineering Technology

## **TIER 2**

- Media Arts
- Natural Resources

# How Did We Decide?

- Industry Input
- National Employment Trends
- State Employment Trends
- Needs Assessment/Student Surveys (2006)

# Space Allocations

• Administration	3360
• Lecture/Dining/Auditorium	4600
• Media Technology	2970
• Health Science	3820
• Graphic Arts	2720
• Culinary Arts	4070
• Information Technology	3200
• Transportation/Dist./Logistics	3200

## Space continued

• Engineering	3740
• Auto Technology	4200
• Machine Tool Technology	3200
• Electricity/Electrical Controls	3200
• Building Construction	3600
• HVAC	3200
• Welding	3200
• Steel Erection Construction	3200

Total Space

55,480

X 1.4 (Grossing Factor)

77,672





**district five**  
OF LEXINGTON & RICHLAND COUNTIES

# Sample Schedule and Numbers Served Over Time

Health Science	Level 1 (20)	Level 2 (25)	Planning	Intro (25)x2	Level 1 (20)	65
Health Science	Level 1 (20)	Level 2 (25)	Planning	Intro (25)x2	Level 1 (20)	65
Graphics	Level 1 (25)	Level 1 (25)	Level 1 (25)	Level 2 (25)	Level 2 (25)	150
Culinary Arts	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Info. Tech. (CISCO/ORACLE)	Level 1 (25)	Level 1 (25)	Level 1 (25)	Level 2 (25)	Level 2 (25)	150
Info. Tech. (CISCO/ORACLE)	Level 1 (25)	Level 1 (25)	Level 1 (25)	Level 2 (25)	Level 2 (25)	150
Engineering & Engineering Tech	Level 1 (25)	Level 1 (25)	Level 1 (25)	Level 2 (25)	Level 2 (25)	150
Engineering & Engineering Tech	Level 1 (25)	Level 1 (25)	Level 1 (25)	Level 2 (25)	Level 2 (25)	150
Auto Technology	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Machine Tool Technology	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Electricity & Electricity Controls	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Construction	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
HVAC	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Welding	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Supply Chain/Dst./Logistics	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56
Steel Erection Constr.	Level 1 (18)	Level 2 (20)	Planning	Intro (25)x2	Level 1 (18)	56

**DRAFT**

Total Served	1534
Year 1	920
Year 2	1028
Year 3	1151
Year 4	1304
Year 5	1457



# Automated Trading Desk Campus, Mt. Pleasant, SC











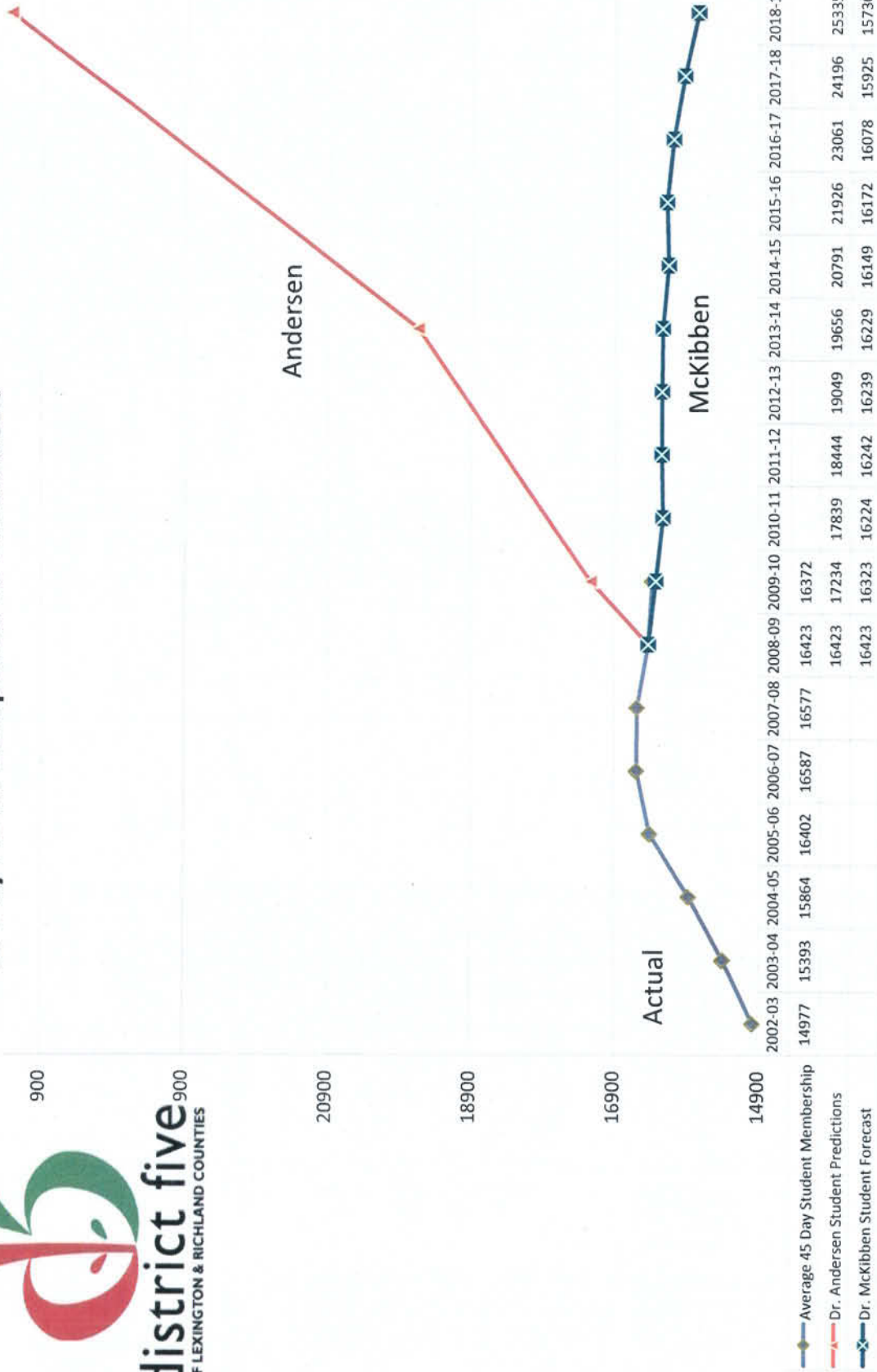
THE NEW CATE CENTER

# QUESTIONS & COMMENTS



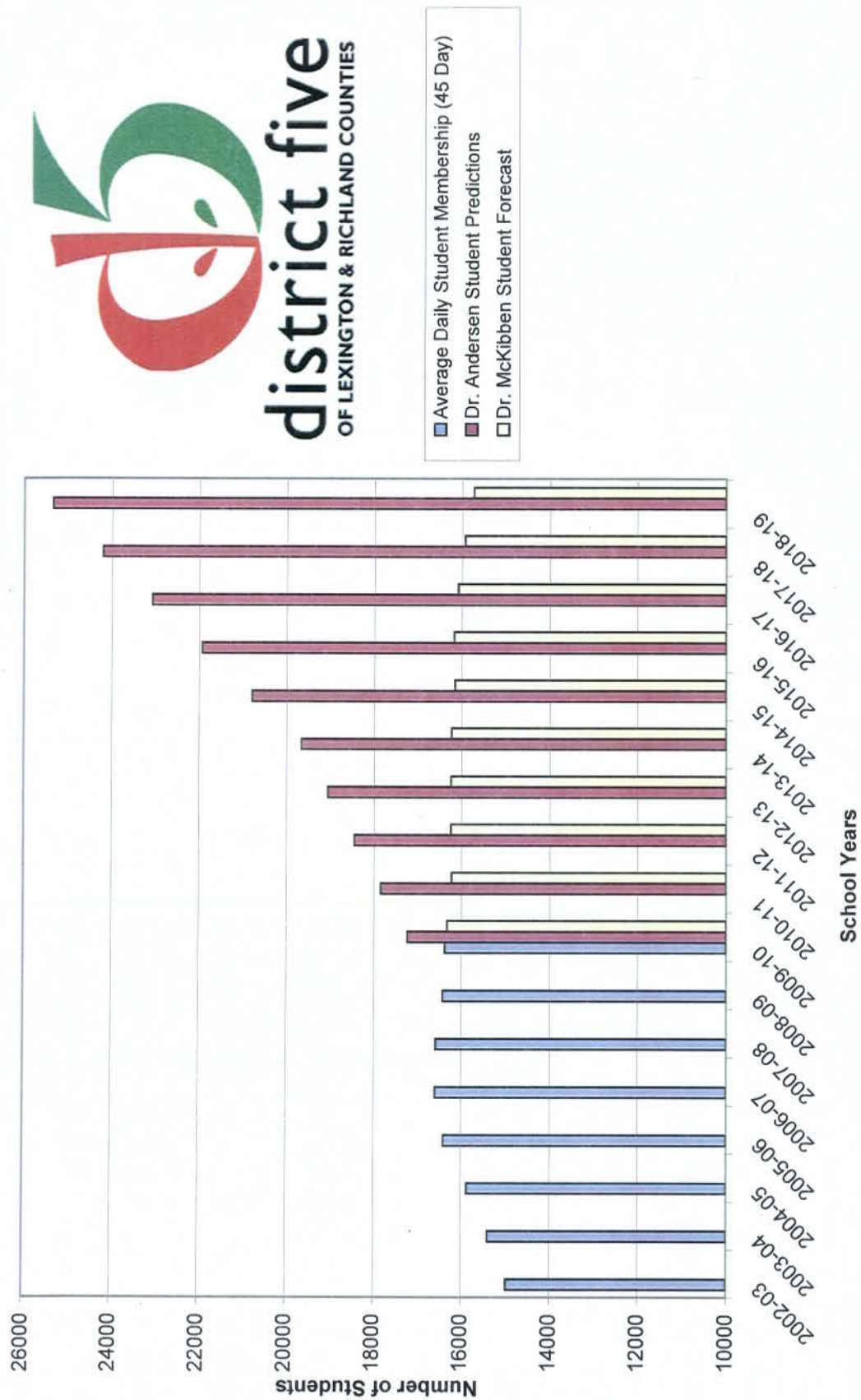


# 45 Day ADM Compared to Predictions





# Actual 45 Day Average Daily Membership Compared to Predicted Student Membership



	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Ballentine	104	131	113	142	122	125								737
	128	131	116	146	126	126								773
	24	0	3	4	4	1								36
	% Error	23.1%	0.0%	2.7%	2.8%	3.3%	0.8%							4.9%
Chapin	120	127	130	140	133	169								819
	110	119	135	146	132	167								809
	-10	-8	5	6	-1	-2								-10
	% Error	-8.3%	-6.3%	3.8%	4.3%	-0.8%	-1.2%							-1.2%
Dutch Fork	90	70	87	78	106	106								537
	73	82	86	86	103	108								538
	-17	12	-1	8	-3	2								1
	% Error	-18.9%	17.1%	-1.1%	10.3%	-2.8%	1.9%							0.2%
H E Corley	74	86	81	83	101	73								498
	80	84	84	83	94	78								503
	6	-2	3	0	-7	5								5
	% Error	8.1%	-2.3%	3.7%	0.0%	-6.9%	6.8%							1.0%
Harbison West	60	55	61	81	67	64								388
	44	44	55	71	55	59								328
	-16	-11	-6	-10	-12	-5								-60
	% Error	-26.7%	-20.0%	-9.8%	-12.3%	-17.9%	-7.8%							-15.5%
Imo	64	86	86	80	93	71								480
	77	86	85	79	93	74								494
	13	0	-1	-1	0	3								14
	% Error	20.3%	0.0%	-1.2%	-1.3%	0.0%	4.2%							2.9%
Lake Murray	121	135	135	145	161	162								859
	125	137	137	138	165	160								862
	4	2	2	-7	4	-2								3
	% Error	3.3%	1.5%	1.5%	-4.8%	2.5%	-1.2%							0.3%
Leaphart	75	58	88	73	77	98								469
	73	77	84	66	80	99								479
	-2	19	-4	-7	3	1								10
	% Error	-2.7%	32.8%	-4.5%	-9.6%	3.9%	1.0%							2.1%
Nursery Road	69	65	85	82	104	90								495
	65	68	75	88	92	91								479
	-4	3	-10	6	-12	1								-16
	% Error	-5.8%	4.6%	-11.8%	7.3%	-11.5%	1.1%							-3.2%
Oak Pointe	94	131	113	101	103	87								629
	113	116	109	100	108	85								631
	19	-15	-4	-1	5	-2								2
	% Error	20.2%	-11.5%	-3.5%	-1.0%	4.9%	-2.3%							0.3%
Seven Oaks	60	91	69	87	87	89								483
	78	85	70	89	82	93								497
	18	-6	1	2	-5	4								14
	% Error	30.0%	-6.6%	1.4%	2.3%	-5.7%	4.5%							2.9%
River Springs	110	98	114	111	120	120								673
	99	92	115	108	121	121								656
	-11	-6	1	-3	1	1								-17
	% Error	-10.0%	-6.1%	0.9%	-2.7%	0.8%	0.8%							-2.5%
Chapin MS							325	307	360					992
	Forecast						316	306	361					983
	Error						-9	-1	1					-9
	% Error						-2.8%	-0.3%	0.3%					-0.9%
Cross Roads MS							963							963
	Forecast						1007							1007
	Error						44							44
	% Error						4.6%							4.6%
Imo MS							14	445	437					896
	Forecast						13	488	444					945
	Error						-1	43	7					49
	% Error						-7.1%	9.7%	1.6%					5.5%
Dutch Fork MS								518	533					1051
	Forecast						483	483	540					1023
	Error						-35	-35	7					-28
	% Error						-6.8%	-6.8%	1.3%					-2.7%
Chapin HS										354	334	301	311	1300
	Forecast									346	346	295	309	1296
	Error									-8	12	-6	-2	-4
	% Error									-2.3%	3.6%	-2.0%	-0.6%	-0.3%
Dutch Fork HS										580	546	525	435	2086
	Forecast									569	525	534	411	2039
	Error									-11	-21	9	-24	-47
	% Error									-1.9%	-3.8%	1.7%	-5.5%	-2.3%
Imo HS										533	531	516	436	2016
	Forecast									546	490	480	464	1980
	Error									13	-41	-36	28	-36
	% Error									2.4%	-7.7%	-7.0%	6.4%	-1.8%
Total	1041	1133	1162	1203	1274	1254	1302	1270	1330	1467	1411	1342	1182	16371
	Forecast	1065	1121	1151	1200	1251	1336	1277	1345	1461	1361	1309	1184	16322
	Error	24	-12	-11	-3	-23	7	7	15	-6	-50	-33	2	-49
	% Error	2.3%	-1.1%	-0.9%	-0.2%	-1.8%	0.6%	2.6%	0.6%	1.1%	-3.5%	-2.5%	0.2%	-0.3%
Total				Elem.		7067	M.S.		3902		H.S.		5402	16371
	Forecast					7049			3958				5315	16322
	Error					-18			56				-87	-49
	% Error					-0.3%			1.4%				-1.6%	-0.3%

## **Exhibit H**






**MEMORANDUM**

December 14, 2009

To: Members of the Board of Trustees

From: Keith McAlister   
Director, New Design and Construction

Re: Chapin High School Construction Documents (5<sup>th</sup> Viewing)

**ADMINISTRATION CONSIDERATION**

Administration seeks discussion of Chapin High School construction documents (5<sup>th</sup> viewing).

**RECOMMENDATION**

Administration seeks discussion tonight, and approval of Chapin High School construction documents at next board meeting.

**ATTACHMENT**

Chapin High School Construction Documents  
Exhibit





November 23, 2009

To: Members of the Board

From: Buddy Price

Subject: School Board Policies BCB and GBEA

On August 25, 2008, the school board approved changes to Policy GBEA: Staff Ethics/Conflict of Interest. It has recently come to our attention, that there is a section in Policy BCB: Board Member Conflict of Interest (last revised in January, 2006) that needs to be revised to make it consistent with those changes.

Attached are copies of current policies GBEA and BCB, and a draft of the proposed changes to BCB, which are highlighted in yellow.

We are requesting that you give final approval to the changes at the December 14 school board meeting since these changes have already gone through discussion and two readings by the school board.

Thank you and please let me know if you have any questions.

## STAFF ETHICS/CONFLICT OF INTEREST

Code **GBEA** Issued **8/08**

Purpose: To establish the basic structure for ethical conduct and the avoidance of conflicts of interest on the part of the district staff.

Staff members will not engage in any activity that conflicts or raises a reasonable question of conflict with their responsibilities in the district.

- No employee will engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
- An employee will not engage in work of any type where information concerning a customer, client or employer originates from any information available to him/her through school sources.
- A professional employee will not sell instructional supplies, equipment or reference books in the attendance area served by his/her school nor will the employee furnish the names of students or parents to anyone selling these materials.

### Nepotism

South Carolina law Section 59-25-10 provides that no board member's immediate family member may be employed as a teacher without the written consent of the board of trustees.

No employee who is an immediate family member (spouse, parent, child, sibling) of a board member/superintendent is eligible for position promotion during the tenure of such board member/superintendent.

When a board member's immediate family member is being recommended for any position in the district, the board member will disclose this to the other board members and recuse him/herself from the vote to hire that employee.

An individual who is a candidate for employment in the district will, upon offer of employment, disclose that he/she has an immediate family member who is an employee of the district.

The district will not place an employee in a position wherein an employee will exercise **direct** administrative or supervisory authority over a member of his/her immediate family. Supervisory authority includes principal and assistant principal in a school. Neither a board member nor an employee may participate in an action relating to the discipline of his/her immediate family member. This rule applies to all levels and categories of certified, administrative and support staff employees in the school district.

This prohibition of employment and/or promotion does not apply to individuals employed and/or promoted prior to the passage of this policy.

### State ethics law

A public school employee is under the jurisdiction of the "Ethical Conduct of Public Officials and Employees," Section 8-13-700, et seq. S.C. Code of Laws, and is subject to the rules of conduct of the statute. Such rules include the following.

**School District Five of Lexington and Richland Counties** (see next page)

## PAGE 2 - GBEA - STAFF ETHICS/CONFLICT OF INTEREST

A public employee must do the following.

- may not use his/her position or office for personal financial gain (Section 8-13-700)
- must report the receipt of anything of value worth \$25 or more under certain circumstances (Section 8-13-710)
- may not receive compensation to influence action (Section 8-13-705)
- may not receive additional monies as payment for advice or assistance given in the course of their employment (Section 8-13-720)
- may not receive anything of value for speaking before a public or private group if the employee is acting in an official capacity (Section 8-13-715)
- may not use government personnel, equipment or materials in an election campaign (Section 8-13-765)
- may not use or disclose confidential information gained in the course of employment (Section 8-13-725)
- may not cause the employment, appointment, promotion, transfer or advancement of a family member to a state or local office or position in which the public official, public member or public employee supervises or manages (Section 8-13-750)
- may not participate in an action relating to the discipline of the public official's, public member's or public employee's family member (Section 8-13-750)
- may not serve as a member or employee of a governmental regulatory commission that regulates any business with which the employee is associated (Section 8-13-730)
- may not represent another person before a governmental entity (Section 8-13-740)
- may not have an economic interest in a contract if the employee is authorized to perform an official function relating to the contract (Section 8-13-775)
- may not use or disclose confidential information in any way that would affect his/her economic interest (Section 8-13-725)

In cases where an employee is required to take action or make a decision which affects himself/herself or other individuals, the employee will take such steps as the Ethics Commission will prescribe to remove him/herself from the potential conflict of interest (Section 8-13-700).

The superintendent must file an annual statement of economic interest with the State Ethics Commission (Section 8-13-1110).

Adopted 11/16/81; Revised 4/6/92, 7/24/00, 8/25/08

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### Legal references:

#### A. S. C. Code, 1976, as amended:

1. Section 8-13-700, et seq. - State ethics law.
2. Section 59-15-10 - No employee may serve on the county board of education.
3. Section 59-19-300 - A board member may not receive pay as a teacher in same district where he/she serves on the board of trustees.
4. Section 59-31-590 - A teacher may not have pecuniary interest in textbook selection.
5. Section 59-25-10 - Employment of teachers related to board members or serving as board members.

## BOARD MEMBER CONFLICT OF INTEREST

Code **BCB** Issued **1/06**

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Purpose: To establish the basic structure for determining board member conflict of interest.

A trustee may provide services or sell products to the district where he/she is a board member provided all transactions are in accordance with the State Ethics Act (see policy BCA).

If, in the discharge of official responsibilities, the board member is required to take an action or make a decision which affects his/her economic interest or the economic interest of a member of his/her immediate family or an individual with whom he/she is associated, the board member must prepare a written statement outlining the conflict and give it to the chairman of the board. The board member must also be excused from deliberating or voting on the matter. The minutes of the meeting should reflect the disqualification and reasons for it.

The board member may vote on matters where he/she has no greater interest than does any other member of the class to which the board member belongs. For example, a board member may vote on a budget that includes salaries of all employees, even if the board member has a family member employed by the district. However, the board member may not vote on the contract of the family member.

The State Ethics Act provides that a public official may not have an economic interest in a contract with the district if the official is authorized to perform an official function relating to the contract. The law defines official function to include accepting bids and awarding contracts.

A board member may not participate in an action relating to the discipline of his/her family member.

A board member may not receive pay as a teacher of a public school that is located in the same school district where such person is a trustee.

A board member will not be employed by the district. This does not apply to a board member's service as a trustee.

### **Nepotism**

No person who is a member of the immediate family (spouse, parent, child, sibling) of a member of the board or the superintendent of this school district will be employed in the district. This policy does not, however, prohibit the continued employment of an employee whose immediate family member is subsequently elected to the board of trustees or subsequently appointed superintendent.

No employee who is an immediate family member (spouse, parent, child, sibling) of a board member/superintendent is eligible for position promotion during the tenure of such board member/superintendent.

This prohibition of employment and/or promotion does not apply to individuals employed and/or promoted prior to the passage of this policy.

Adopted 8/1/73; Revised 11/16/81, 4/6/92, 1/9/06

## PAGE 2 - BCB - BOARD MEMBER CONFLICT OF INTEREST

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### Legal references:

#### A. S.C. Constitution:

1. Article XVII, Section 1A - Dual office holding prohibited.

#### B. S.C. Code, 1976, as amended:

1. Section 8-13-100, et seq. - State Ethics Act.
2. Section 59-19-300 - Prohibits receiving pay as teacher in same district where serving on board.
3. Section 59-25-10 - Prohibits board from employing members of immediate family, with exceptions.
4. Section 59-31-590 - Prohibits service as agent of school book publisher.
5. Section 59-69-260 - Authorizes board member to provide services or sell products to the district...so long as these transactions are in accordance with state ethical provision of law.

## BOARD MEMBER CONFLICT OF INTEREST

Code **BCB** Issued **DRAFT/09**

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Purpose: To establish the basic structure for determining board member conflict of interest.

A trustee may provide services or sell products to the district where he/she is a board member provided all transactions are in accordance with the State Ethics Act (see policy BCA).

If, in the discharge of official responsibilities, the board member is required to take an action or make a decision which affects his/her economic interest or the economic interest of a member of his/her immediate family or an individual with whom he/she is associated, the board member must prepare a written statement outlining the conflict and give it to the chairman of the board. The board member must also be excused from deliberating or voting on the matter. The minutes of the meeting should reflect the disqualification and reasons for it.

The board member may vote on matters where he/she has no greater interest than does any other member of the class to which the board member belongs. For example, a board member may vote on a budget that includes salaries of all employees, even if the board member has a family member employed by the district. However, the board member may not vote on the contract of the family member.

The State Ethics Act provides that a public official may not have an economic interest in a contract with the district if the official is authorized to perform an official function relating to the contract. The law defines official function to include accepting bids and awarding contracts.

A board member may not participate in an action relating to the discipline of his/her family member.

A board member may not receive pay as a teacher of a public school that is located in the same school district where such person is a trustee.

A board member will not be employed by the district. This does not apply to a board member's service as a trustee.

### **Nepotism**

South Carolina law Section 59-25-10 provides that no board member's immediate family member may be employed as a teacher without the written consent of the board of trustees.

No employee who is an immediate family member (spouse, parent, child, sibling) of a board member/superintendent is eligible for position promotion during the tenure of such board member/superintendent.

When a board member's immediate family member is being recommended for any position in the district, the board member will disclose this to the other board members and recuse him/herself from the vote to hire that employee.

An individual who is a candidate for employment in the district will, upon offer of employment, disclose that he/she has an immediate family member who is an employee of the district.



## **PAGE 2 - BCB - BOARD MEMBER CONFLICT OF INTEREST**

The district will not place an employee in a position wherein an employee will exercise **direct** administrative or supervisory authority over a member of his/her immediate family. Supervisory authority includes principal and assistant principal in a school. Neither a board member nor an employee may participate in an action relating to the discipline of his/her immediate family member. This rule applies to all levels and categories of certified, administrative and support staff employees in the school district.

This prohibition of employment and/or promotion does not apply to individuals employed and/or promoted prior to the passage of this policy.

Adopted 8/1/73; Revised 11/16/81, 4/6/92, 1/9/06, ^





**MEMORANDUM**

December 14, 2009

To: Members of the Board of Trustees

From: Keith McAlister   
Director, New Design and Construction

Re: Seven Oaks Elementary School Construction Documents (6<sup>th</sup> Viewing)

**ADMINISTRATION CONSIDERATION**

Administration seeks approval of Seven Oaks Elementary School construction documents (6<sup>th</sup> viewing).

**RECOMMENDATION**

Administration seeks approval to proceed Seven Oaks Elementary School construction documents.

**ATTACHMENT**

Seven Oaks Elementary School construction documents  
Exhibit





**MEMORANDUM**

December 14, 2009

To: Members of the Board of Trustees

From: Keith McAlister   
Director, New Design and Construction

Re: Irmo Elementary School Design Development (4<sup>th</sup> Viewing)

**ADMINISTRATION CONSIDERATION**

Administration seeks approval of Irmo Elementary School design development (4<sup>th</sup> viewing).

**RECOMMENDATION**

Administration seeks approval to proceed with Irmo Elementary School design development.

**ATTACHMENT**

Irmo Elementary School Design Development  
Exhibit





**MEMORANDUM**

TO: Members of the Board of Trustees

THRU: Dr. Herbert Berg, Superintendent

FROM: Ms. Helen Anderson  
Chief Instructional Services Officer

DATE: November 30, 2009

December 14, 2009 Board Meeting, Second and Final Reading,  
"Proposed Revisions to Board J Policies "

JB add as new "Equal Educational Opportunity/NonDiscrimination"  
JE "Student Attendance" replaces JB "Attendance", JB(R) "Attendance", JBA  
"Compulsory Attendance Ages",  
JEB "Entrance Age" replaces JBB "Entrance Age"  
JEB(E) Form To elect Non-Attendance In Compulsory Kindergarten" replaces  
JBA(E) Form To elect Non-Attendance In Compulsory Kindergarten"

Recommendation: Request Board of Trustees Second and Final Reading approval.

Mr. Michael Harris will be available to answer any questions at the December 14th meeting.

## **EQUAL EDUCATIONAL OPPORTUNITY/ NONDISCRIMINATION**

Code **JB** Issued **Final**

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**Purpose:** To establish the board's vision regarding equal educational opportunities for all students in the district.

The board believes that the district must provide public education in an atmosphere where differences are understood and appreciated. The district should treat all persons fairly, with respect, and without discrimination or threats of violence or abuse.

Every student of this school district will have equal educational opportunities regardless of ethnic or racial background, religious beliefs, sex, disability, immigrant status or English-speaking status, and economic or social conditions. The district schools will not refuse to admit or exclude any person based on these criteria. The district will advertise this nondiscrimination policy.

This concept of equal educational opportunity serves as a guide for the board and the staff in making decisions related to students. It will be the superintendent's responsibility for developing a plan and providing procedures to assure support of this policy. Each building principal will be responsible for working with the staff and students in his/her school to ensure equal opportunity for all students in all building level programs and activities.

Cf. AC, GBA, GBAA, GBK, II, III

Adopted ^

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**Legal references:**

**A. Federal statutes:**

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d; and Title IX of the Educational Amendments of 1972, 20 U.S.C. Section 1681, et seq.

**B. S. C. Code, 1976, as amended:**

1. Section 59-63-40 - Discrimination on account of race, creed, color or national origin prohibited.

**C. U.S. Supreme Court:**

1. Plyler vs. Doe, 1982.



## **STUDENT ATTENDANCE**

Code **JE** Issued **Final**

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Purpose: To establish the basic structure for student attendance.

State law requires all children between the ages of five and 17 to attend regularly a public or private school or kindergarten or be approved by the district or the South Carolina Independent Schools Association for home instruction. A parent/legal guardian whose child or ward is not six years old on or before September 1st of the school year may waive kindergarten attendance for his/her child.

The board expects children to attend school regularly. Regular attendance is necessary if students are to make the desired and expected academic and social progress.

After three consecutive unlawful absences or a total of five unlawful absences, the principal or his/her designee will identify the reasons for the child's continued absence and develop a plan in conjunction with the student and his/her parent/guardian to improve future attendance.

Student absences in excess of 10 days, whether lawful or unlawful or a combination thereof will be approved or disapproved by the principal of the school who is the board's official designee. *(See Board Policy JH – Student Absences and Excuses).*

The school year consists of 180 school days. High school students must attend 85 days of each 90-day semester to receive one-half unit of credit. They must attend 170 days through the course of the school year to receive one unit of credit.

During inclement weather and/or other emergency conditions, the Board encourages parents to consult local media, to include radio and television stations, the District's web page, and the automated telephone calling system for information regarding school closing(s) and/or early dismissals.

Adopted 9/19/77; Revised 10/15/79, 9/83, 1/21/85, 4/28/86, 3/11/02, ^

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### **Legal references:**

#### **A. S. C. Code, 1976, as amended:**

1. Section 59-35-10 - Each district to provide a kindergarten program.
2. Section 59-63-20(3) - Entrance age for kindergarten program.
3. Section 59-63-20(4) - Entrance age for first grade.
4. Section 59-63-20(6) - Four-year-olds may attend optional child development programs.
5. Section 59-65-10 - Compulsory attendance age group in South Carolina includes children ages five through 17; parents may waive compulsory kindergarten attendance requirement.

#### **B. State Board of Education Regulations:**

1. R-43-270 - Attendance.
2. R-43-271 - Entrance age.
3. R-43-272.1 - South Carolina compulsory kindergarten program.
4. R-43-274 - Student attendance.

## **ENTRANCE AGE**

Code **JEB** Issued **Final**

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Purpose: To establish the basic structure for the appropriate age for students entering school.

### **Students with Developmental Delays**

The district provides a free appropriate public education consistent with the federal Individuals with Disabilities Education Act -2004 for all three-, four- and five-year-old children with disabilities who reside in the district. Children with developmental disabilities are eligible for special education services at their third birthday.

### **Kindergarten**

Students may enroll in kindergarten if they meet one of these criteria.

- They will attain the age of five on or before September 1 of the school year.
- They substantially began attending a public school kindergarten program in another state which has a different attendance age requirement.

At the time of registration, every child entering kindergarten will be required to present a valid birth certificate showing that he/she will be five years of age on or before September 1 of the current school year, or has already substantially initiated a public school kindergarten program in another state that has a different attendance age requirement.

Since the kindergarten program is designed for children five years of age, those who are six years old on or before September 1 of the current school year will not be permitted to enroll in the district kindergarten program, as these children will be eligible to enroll in first grade. An exception to this procedure will be considered upon the receipt of a written request from the parents/legal guardians of the student to enroll in kindergarten, even though he/she will be six years old before September 1 of the current school year. Such a request will be referred to the department of instruction for study and necessary evaluations. The student will be evaluated by a kindergarten teacher and after all information has been reviewed by the department of instruction, a recommendation concerning appropriate placement for the student will be made to the district superintendent for approval or disapproval. Children turning four years of age on or before September 1 of the current school year will be eligible to apply for the district's child development program, offered under the Education Finance Act. Screenings using a state approved instrument and an assessment of other risk factors will be used to determine eligibility for this program's limited number of slots. Prior to entering child development, children will be required to present a valid birth certificate. Students turning five years of age on or before September 1 of the current school year will not be considered for the child development program, as these children will be eligible to enroll in kindergarten.

### **First grade**

Students may enroll in the first grade if they meet one of these criteria.

- They will attain the age of six on or before September 1 of the school year.
- They substantially began a first grade program in another state that has a different attendance requirement.

## **PAGE 2 - JEB - ENTRANCE AGE**

- They have attended a public school kindergarten program for one full school year.

Prior to entering first grade, every child new to the school district will be required to present a valid birth certificate showing that he/she will be six years of age on or before September 1 of the current school year. A request for exception to this requirement should be referred to the department of instruction for study and evaluation. However, a first grade student who transfers during the school year from another state where a different regulation exists may be accepted provided legal residence has been changed to this school district and the school administration determines that he/she has attended a public school kindergarten program for one full school year.

Adopted 2/24/69; Revised 1973, 11/16/81, 4/30/84, 2/6/89, 5/3/93, 2/7/94, 8/12/02, ^

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Legal references:

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

1. Section 59-19-340 - Child development programs.
2. Section 59-63-20(3) - Kindergarten entrance age.
3. Section 59-63-20(4) - First grade entrance age.

B. State Board of Education Regulations:

1. R43-272 - School admissions.
2. 43-243-1 - Criteria for Entry into Programs of Special Education for Students with Disabilities .

**STATE OF SOUTH CAROLINA  
FORM TO ELECT NON-ATTENDANCE IN COMPULSORY KINDERGARTEN**

Child's legal name \_\_\_\_\_  
(Verify from birth certificate)

Date of birth \_\_\_\_\_

Birth certificate number \_\_\_\_\_

Parent or legal guardian \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

District/Elementary school \_\_\_\_\_

Address \_\_\_\_\_

I am fully aware that kindergarten attendance is compulsory for children in South Carolina who are five years of age on or before September 1.

However, I do not elect to enroll my child in a kindergarten program during the 20\_\_ – 20\_\_ school year.

I understand that this may affect my child's education in later years, and I accept responsibility for this action.

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Signature of witness (school personnel)

\_\_\_\_\_  
Date

This form will be filed in your child's school record at the time of school entry and remain a part of that permanent record.





**Memorandum**

To: Members of the Board of Trustees

Through: Dr. Herbert M. Berg  
Superintendent

From: Dr. Angela H. Bain  
Chief Human Resource Services Officer

Date: December 7, 2009

Re: Board Policies – Section G

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**Issue:** Second reading approval of proposed board policies GCI “Professional Staff Development” replaces policy GAD “Professional Development Opportunities”; GCMD “Instructional Staff Extra Duty” replaces policies GBRD and GBRE “Certified Personnel Staff Meetings” and “Certified Personnel Extra Duty”; GCQC/GCQD “Resignation of Instructional Staff/Administrative Staff” replaces GBO “Certified Personnel Resignation”; new policies GCNA “Supervision of Instructional Staff”; GCR “Non-school Employment of Professional Staff”; GCRD “Tutoring for Pay”; GDO “Evaluation of Support Staff”; GDQB “Resignation of Support Staff”; GDQD “Discipline, Suspension and Dismissal of Support Staff”; GDR “Non-school Employment of Support Staff”.

**Background:** Attached for your consideration are the recommended new policies.

**Recommendation:** Request Board of Trustees approval.

AHB/rfl

Attachments: Recommended New Policies



## **PROFESSIONAL STAFF DEVELOPMENT**

Code **GCI** Issued **DRAFT/09**

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Purpose: To establish the basic structure for the professional development of the district staff.

The board encourages and expects all professional staff members to pursue appropriate staff development activities that will help them better meet the demands of their positions.

The board recognizes that the key to a successful educational program is a well-trained, competent staff dedicated to professional growth. Therefore, the board will include in its budget resources for providing approved inservice activities and staff development opportunities.

While professional growth through participation in ongoing staff development activities is the responsibility of all employees, the encouragement for such professional growth is a district obligation. Therefore the district should assist in the development and scheduling of appropriate staff development activities which will enable employees to effectively meet their responsibilities.

The board will maintain and support a planned, comprehensive staff development program that includes district-sponsored activities to train groups in specific areas. The program also will include workshops, seminars and course work through outside resources. The superintendent is responsible for designing, developing and evaluating programs with the involvement of other administrators and teachers.

The board expects all professional employees of the district to participate in inservice programs. State-sponsored programs must meet national standards for professional development and focus on effective instructional leadership as it pertains to instructional leadership and school-based improvement. Part of this state-sponsored training must include instruction for administrators on the importance of school improvement councils and ways to make councils an active force in school improvement as well as a program of instruction in the essentials of constitutional protections and prohibitions as they relate to religion and public school operations.

Within budgetary limitations and staff time commitments to their jobs, the board will encourage staff members to attend outside conferences and workshops.

### **Professional development plans**

All school administrators will develop an on-going individual professional development plan with annual updates. This plan will be geared to their role or position and will support both individual growth and organizational needs as defined by the district's strategic plan or the school renewal plan. Individuals completing the School Leaders Licensure Assessment through the Office of School Leadership of the state department of education will develop their professional plan on the basis of that assessment.

### **Principal Induction Program**

The district will provide a school principal serving for the first time as a building level principal, director of a specialized education unit or occupational education center director with a formal induction program.

## **PAGE 2 - GCI - PROFESSIONAL STAFF DEVELOPMENT**

This program will be in conjunction with the state department of education that will assist the district in providing support and professional development for first-year principals through the Principal Induction Program.

Components will be based on statewide criteria and statewide performance standards for assisting, developing and evaluating principals.

The district will implement this program in accordance with state law and state board of education regulations.

Adopted 2/24/69; Revised 11/16/81, 3/19/85, ^

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Legal references:

A. S. C. Code of Laws 1976, as amended:

1. Section 59-3-90 - Inservice training programs for teachers.
2. Section 59-17-140 (A) - Inservice training related to religion and public school operations.
3. Section 59-24-30 - Individual professional development plans.
4. Section 59-24-50 - Continuous professional development programs.
5. Section 59-24-80 - Formal induction program for first year principals.

B. State Board of Education Regulations:

1. R 43-167 - Principal Induction Program.
2. R 43-165.1 - Program for Assisting, Developing and Evaluating Principal Performance.



## **INSTRUCTIONAL STAFF EXTRA DUTY**

Code **GCMD** Issued **DRAFT/09**

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Purpose: To establish the basic structure for the requirement of extra duty responsibilities for the district instructional staff.

The board expects teachers to assume reasonable duties over and above their regular teaching responsibilities in order to provide students with appropriate supervision and a comprehensive educational program. Professional staff members will assist in the supervision of students as part of their regular duties during the school day. This includes, but is not necessarily limited to, bus, lunchroom and hall duty.

The board expects all teachers to attend functions of their respective schools and, when requested, to assist the principal/director.

The board also expects teachers to attend the appropriate parent-teacher meetings of their respective schools.

The board may consider activities and services that make major demands on a teacher's extra time as an extra duty assignment. The board may compensate such assignments in accordance with the board's supplementary pay schedule which is annually considered by the board.

Adopted 1973; Revised 11/16/81,^

## **RESIGNATION OF INSTRUCTIONAL STAFF/ ADMINISTRATIVE STAFF**

Code **GCQC/GCQD** Issued **DRAFT/09**

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Purpose: To establish the basic structure for the resignation of professional staff members.

Any professional staff member who wants to cancel or terminate a contract must state his/her desire in writing to the superintendent. The district is under no obligation to release a teacher from a contract except as set out below. For such resignation to be effective, it must be accepted in writing by the superintendent.

The board will be formally advised of all resignations. When the superintendent does not accept a resignation and the employee fails to continue to perform his/her contractual duties, the superintendent will report the breach of contract to the board. The board may send a formal complaint to the state board of education requesting that appropriate action be taken against the employee for failure to comply with contractual obligations. If there is conclusive evidence, the state board will take action on a complaint signed by the appropriate administrator; however, there must be documentation that the board voted to send the complaint. Both state law and state board of education regulation provide for suspension or revocation of the professional certificate under such circumstances.

### **Contract releases (teachers)**

The board will not release a teacher from his/her contract after July 1 except under one of the following conditions.

- circumstances beyond the teacher's control (ex., military/business transfer of spouse)
- serious illness of teacher
- [promotion to higher level position](#)

The teacher must submit a request for contract release in writing to the superintendent 30 days prior to the deadline set forth in this policy.

The district reserves the right not to release the teacher if written notice is not given before the date specified above or a suitable replacement has not been found.

Until a teacher has been formally released from his/her contract, the district expects the teacher to report for duty on the first day of the school year or to continue to report for duty if the request for release is made mid-year.

If a teacher signs a new contract without having been properly released from a previous contract, the new contract is considered to be void.

Adopted 8/1/73; Revised 11/16/81, ^

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### Legal references:

- A. S. C. Code of Laws, 1976, as amended:
1. Section 59-25-150 - State Board of Education may revoke/suspend certificate for just cause.
  2. Section 59-25-160 - "Just cause" for revocation/suspension of certificate by State Board.
  3. Section 59-25-530 - Unprofessional conduct; breach of contract.

- B. State Board of Education Regulation:

**School District Five of Lexington and Richland Counties**

## **PAGE 2 - GCQC/GCQD -RESIGNATION OF INSTRUCTIONAL STAFF/ADMINISTRATIVE STAFF**

1. R43-206 - Professional personnel resignation.
2. R43-58 - Disciplinary action on educator certificates.
3. R43-58.1 - Reporting of terminations of certain school district employees.



## **SUPERVISION OF INSTRUCTIONAL STAFF**

Code **GCNA** Issued **DRAFT/09**

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Purpose: To establish the board's vision for the supervision of instructional staff in the district.

The school principal is the instructional leader of the school. As such, he/she is responsible for the supervision of instruction and instructional personnel.

The purpose of supervision (and teacher evaluation) is to improve the educational program and the effectiveness of instruction. Thus, the school principal is responsible for guiding teachers in implementing the approved objectives and reviewing teacher plans, observing actual instruction, offering suggestions for the improvement of teaching, and helping teachers correct deficiencies. The principal may require a teacher to change methods and lesson plans when these conflict with the approved curriculum or board policy. A teacher who willfully ignores such a directive may be referred to the superintendent for action on charges of insubordination.

The principal will be particularly attentive to the needs of new teachers, of those teachers who are undertaking new instructional programs, and of those teachers whose classes, for no apparent reason other than daily instruction, have not achieved as well as comparable classes on standardized tests.

Adopted ^

## **NONSCHOOL EMPLOYMENT OF PROFESSIONAL STAFF**

Code **GCR** Issued **DRAFT/09**

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Purpose: To establish the basic structure for the non-school employment of professional staff.

The board prohibits a professional staff member from engaging in any employment that would have the following effect.

- Impair the individual's usefulness as an employee in the district.
- Make time and/or energy demands upon the individual that could interfere with his/her effectiveness in performing regular assigned duties.
- Compromise or embarrass the school system.
- Adversely affect the individual's employment status or professional personnel standing.
- Conflict with assigned duties in any way.

An employee will not engage in any other employment or in any private business during the hours necessary to fulfill appropriate assigned duties.

Adopted 1/21/85; Revised ^

## **TUTORING FOR PAY**

Code **GCRD** Issued **DRAFT/09**

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Purpose: To establish the basic structure regarding district staff tutoring students for payment.

A teacher may enter into an agreement with parents/legal guardians for tutoring children for a fee. This practice must be limited to children other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility. These restrictions are to assure all students reasonable assistance without charge from their own teachers, as well as to avoid placing a teacher in a position where he/she may have a conflict of interest.

A teacher may not tutor any student for pay during his/her regular working hours or on school premises.

These agreements are between the parents and the teachers and the district assumes no responsibility for monitoring these activities.

Adopted ^

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Legal references:

- A. S.C. Code, 1976, as amended:
  - 1. Section 8-13-700 - Use of facilities for private gain.

## **EVALUATION OF SUPPORT STAFF**

Code **GDO** Issued **DRAFT/09**

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Purpose: To establish the basic structure for evaluation of support staff to ensure accountability.

The development of a strong, competent support staff and the maintenance of high morale among staff members are major objectives of the board. The major duties of the board regarding support staff are to establish wage and salary policies which encourage employees to put forth their best efforts and to provide a good atmosphere in which to work. A program of continuous evaluation is necessary for the board to fulfill its duties.

The board directs the superintendent to develop and implement a program of support staff evaluation. It will be the responsibility of each supervisor to inform the employee in advance of the criteria to be used in the evaluation.

The evaluation system for support staff is designed to measure the level of performance of individual employees and to encourage continued professional development. The evaluation system will not be a contract obligation of the district or a contract right of the employee. It is not intended to create, nor will it be construed to create, an expectation or assurance of continued employment. Neither the substance nor the content of the evaluation will be subject to the grievance process.

Adopted ^



## **RESIGNATION OF SUPPORT STAFF**

Code **GDQB** Issued **DRAFT/09**

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Purpose: To establish the basic structure for the resignation of support staff members.

A support staff member who wishes to terminate his/her employment with the district may submit a letter of resignation to his/her supervisor. The supervisor will forward the request to the superintendent. The staff member must submit this letter two weeks before the desired termination date.

The superintendent will present a list of such requests to the board of trustees as appropriate.

Adopted ^



## **DISCIPLINE, SUSPENSION AND DISMISSAL OF SUPPORT STAFF**

*Code* **GDQD** *Issued* **DRAFT/09**

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Purpose: To establish the basic structure for the discipline, suspension and dismissal of support staff.

The board authorizes the superintendent to discipline, suspend or dismiss support staff as required. Principals should be actively involved in this process for their school.

Adopted ^

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Legal references:

- A. S.C. Code of Laws 1976, as amended:
  - 1. Section 59-18-1300 - District accountability system.

## **NONSCHOOL EMPLOYMENT OF SUPPORT STAFF**

Code **GDR** Issued **DRAFT/09**

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Purpose: To establish the basic structure for the non-school employment of support staff.

The district employs all school personnel for a specific job in the schools. The board expects each employee to carry out the duties of his/her position to the satisfaction of the superintendent of schools, the principal and his/her supervisor. The board also recognizes that an individual may desire to improve him/herself financially.

The district will allow support staff to receive compensation for outside activities as long as these activities do not interfere with the proper discharge of his/her assigned duties or do not cause poor public relations within the community. The board expects the employee to carry on any outside activity in a businesslike and ethical manner.

An employee will not engage in any other employment or in any private business during the hours necessary to fulfill appropriate assigned duties.

Adopted ^





**MEMORANDUM**

To: Members of the Board of Trustees

Through: Dr. Herbert M. Berg

From: Helen Anderson  
Chief Instructional Services Officer

Date: December 14, 2009

Re: **Comprehensive Health Education Advisory Committee**

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Attached are the names and letters of interest from individuals who have agreed to serve on the Comprehensive Health Education Board Advisory Committee for 2009 - 2010. I respectfully request the Board's approval of the committee.

Al Gates and I will be present at the Board meeting to answer any questions that you may have.

**Comprehensive Health Education  
Board Advisory Committee**

**2009-2010**

**Parent Applicants:**

**Jill Milleson  
Ballentine Elementary School parent**

**Robin Amick  
Chapin Middle School parent**

September 14, 2009

Al Gates

Lexington/Richland Five

1020 Dutch Fork Road

Irmo, SC 29063

Dear Al,

I am pleased to submit a letter of interest in serving on your Health Education Committee, as a parent of two District Five students at Ballentine Elementary.

My professional background also brings insight to this important topic. I serve the community as a local health insurance agent and as an active member of CAHU (Columbia Association of Health Underwriters). I am very passionate about health education in the community and see it is an opportunity for the district.

I look forward to the opportunity to speak to you more about this opportunity. Please feel free to contact me at my office (803) 772-3122 x 3020 or home (803) 781-2353.

Thank you for considering me for this opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Jill Milleson". The ink is dark and the signature is fluid, with the first name "Jill" and last name "Milleson" clearly distinguishable.

Jill Milleson

AI- I am interested in the Health Ed Committee if it is not full.

Let me know.

Robin Amick  
Adult and Community Education  
School District Five of Lexington and Richland Counties  
803-476-8231 office  
803-608-5116 cell  
803-476-8201 fax  
ramick@lex5.k12.sc.us

**Comprehensive Health Education  
Board Advisory Committee**

**2009-2010**

**Clergy Applicants:**

**Erik Ely  
Eastlake Community Church**

**Lester J. Drayton, Jr.  
Williams AME Church**

**Doug Graul  
St. John's Lutheran Church**



I am still interested in being on the committee.

Erik Ely

Eastlake Community Church

[erik@eastlakeonline.com](mailto:erik@eastlakeonline.com)

Greetings! I am interested in being a part of the Comprehensive Health Education Board Advisory Committee and would like to more about the goals of the committee and how the committee will serve the community. Please see my contact information below and I look forward to hearing from you soon.

God Bless!

**Rev. Lester J. Drayton, Jr.**

Pastor – Williams AME Church

Williams AME Church | Phone: (803) 957-2562 | Cell: (803) 318-8483 | Website: [www.williamsame.org](http://www.williamsame.org) | E-mail: [pastor@williamsame.org](mailto:pastor@williamsame.org)

Dear Mr. Gates,

My name is Doug Graul, I am the husband of LuAnn from Dutch Fork Middle School. I am an ordained minister in the Evangelical Lutheran Church in America. Currently I serve as pastor of St. John's Lutheran Church, which is near the Dutch Fork Schools. I also teach yoga and cycle at local gyms, as health and fitness has been an important part of my life for a long time.

LuAnn told me that there is an opening on the District 5 Health Committee. I believe I am qualified and I am interested in being a part of this group. You may contact me by e-mail (douglas\_graul@bellsouth.net) or telephone (730-0629) Thank you for your considerations.

Best regards,

Doug Graul

**Comprehensive Health Education  
Board Advisory Committee**

**2009-2010**

**Health Professional Applicants:**

**Michele Terrell  
Registered Nurse**

**Terri Kramer  
Registered Nurse**

Dear Mr. Gates,

I am interested in possibly serving on the Health Education Committee for district 5. As an involved parent of a seventh grader at IMS and a third grader at IES, as well as being a registered nurse for 17 years, I feel I would have a lot to offer such a committee. Please feel free to contact me if you have any questions.

Sincerely,

Michele Terrell

407-9530 home

920-7967 cell

mtmterrell@bellsouth.net

Dear Mr. Gates,

I was on the District website searching for (none other than) Swine Flu information and I came upon this committee request. I know the deadline has passed but I was wondering if you are still in need of the Health Professional chairs. I am an RN and have worked with the Pediatric population for over 30 years. I have raised 3 wonderful children and would love an opportunity to share ideas, experiences and expertise to improve our childrens health. I would be interested in the knowing the time commitment involved . Thank you for your time.

Sincerely,

Terri Kramer

Cell 803-673-6275  
email tkramer@sc.rr.com

**Comprehensive Health Education  
Advisory Committee**

**2009-2010**

**Students:**

**Alison Smetana  
CHS**

**Anna Grimes  
CHS**

**Anna McClintock  
IHS**

**Comprehensive Health Education  
Advisory Committee**

**2009-2010**

**Teachers:**

**Terry Rowell  
DFHS – Science Teacher**

**Deidre Cousins  
Nursery Road Elementary School  
Science/Math Coach**



Sure - just give me advance notice!

Terry

trowel@lex5.k12.sc.us

>>> Harry Gates 10/23/2009 10:01 AM >>>

Terry,

Would you serve on the CHEBAC (Comprehensive Health Education Board Advisory Committee)?

We only plan on meet 2 times this year.

Let me know!

Thanks,

Al

*Teachers are necessarily at the center of reform, for they must carry out the demands of high standards in the classroom.*

Al Gates, Ph. D.

Coordinator of Science Education, Health Education and Physical Education

School District Five of Lexington and Richland Counties

1020 Dutch Fork Road

Irmo, SC 29063

Phone # 803-476-8188

D5 Cell 803-609-9535

Fax: 803-732-8215

hgates@lex5.k12.sc.us

Hi Al,

Does the Health Education Committee need teacher volunteers or was the announcement on the website really more for open clergy spots/positions?

Thanks,  
Deidre

Deidre Cousins, Math Coach  
Nursery Road Elementary School  
dcousins@lex5.k12.sc.us

**Comprehensive Health Education  
Board Advisory Committee**

**2009-2010**

**Other Person Not Employed in District Five:**

**Karen Williams**

**John L. Brinkley, O.D., FCOVD**

September 24, 2009

To Whom It May Concern:

I am excited that Richland/Lexington Five is taking this step to ensure the safety of the children in this community. I would like to be considered for the Comprehensive Health Education Advisory Committee. I am a parent of two children at Irmo Elementary School. I am also a pediatric Occupational Therapist. I am knowledgeable of the variety of health issues that surround school districts and communities. I would like to be a part of a committee that is being proactive in keeping our children safe as well as developing programs to educate our district on health concerns. With the diverse community that Richland/Lexington Five has become it is important to be sensitive to the beliefs that students/families have when it comes to traditional and non-traditional healthcare. I look forward to learn whether I have been selected to participate.

Thank you,

Karen Williams  
803-732-3004  
tydywill@bellsouth.net

Dear Al,

My name is John L. Brinkley, O.D., FCOVD. I am a family optometrist who has been practicing in the Columbia area since 1980. I am a native of Columbia and completed my undergraduate degree at the University of South Carolina. I graduated from the Southern College of Optometry in Memphis, Tennessee. Additionally, I am board certified by the College of Optometrist in Vision Development. All three of my children went through K-12 in Lex/ Rich 5.

I have a special interest in helping children. Since 80% of what we learn comes through vision, I am interested in serving on the Volunteer Advisory Health Board for District 5. I see children everyday in my offices who are struggling in school because of an undiagnosed vision problem. There are 7 visual skills needed for academic success. Most children are tested for only one skill, visual acuity (20/20). In some cases this standard eye test has given both parents and teachers a false sense of security that the child's vision is normal. It is my experience over the past 30 years that with early diagnosis many children can overcome vision problems that could ultimately have devastating affects on their school performance and learning.

South Carolina is one of the few states in the country that does not require an eye exam prior to starting school. Subsequently, a number of our children enter school with undiagnosed vision problems, resulting in poor academic performance.

I advised DHEC 4 years ago on the update of the vision screening program for public schools in SC. I have served as a panel doctor for HeadStart for 17 years. I am dedicated to helping the educators, parents and children in my community. I would be very interested in serving on the Volunteer Health Advisory Board.

Feel free to contact me personally by phone and let me know what the next steps would be. Thank you for considering me.

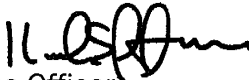
Dr. John Brinkley  
Founder, Focus Eye Care Centers  
(W) 732-8663  
Cell: 803-960-2277





December 14, 2009

TO: Members of the Board of Trustees  
Dr. Herbert M. Berg, Superintendent

FROM: Karl E. Fulmer, Ed.D.   
Chief Financial Services Officer

RE: Approval of Resolution for Lease Purchase of Two Activity Buses

The district has an opportunity to purchase at a reduced price two new last year's model activity buses. The district would like to utilize a three year lease purchase agreement to buy the buses. Attached is the resolution for your approval.

KEF:ll

Attachment

## RESOLUTION

AUTHORIZING SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, TO ENTER INTO AN EQUIPMENT LEASE PURCHASE AGREEMENT FOR THE FINANCING OF ALL OR A PORTION OF TWO THOMAS BUILT ACTIVITY BUSES FOR USE BY THE SCHOOL DISTRICT; AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Trustees (the "Board") of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District"), hereby finds and determines.

(a) The School District was organized by action of the Lexington County Board of Education in 1951 and the Richland County Board of Education in 1952. The School District is also known as Richland-Lexington School District No. 5. The Board is the governing body of the School District.

(b) The School District is a body politic and corporate under the laws of the State of South Carolina, and pursuant to Sections 59-17-10 and 59-19-10 through 59-19-190, inclusive, Code of Laws of South Carolina 1976, as amended (the "Code"), the Board has the power to enter into this lease/purchase transaction.

(c) The School District desires to enter into a Equipment Lease Purchase Agreement (the "Equipment Lease Purchase Agreement") with a bank to be named (the "Lessor") in an amount not to exceed \$200,000, for the purpose of financing all or a portion of two Thomas built activity buses (the "Equipment") for use by the School District.

(d) The Equipment Lease Purchase Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the Code. Thus, the amount of the Equipment Lease Purchase Agreement will not be included when calculating the School District's constitutional debt limit.

(e) The Equipment Lease Purchase Agreement will be subject to annual appropriation by the Board.

(f) It is in the best interest of the School District to acquire the Equipment by entering into a Equipment Lease Purchase Agreement with the Lessor.



Section 2. Delegation of Authority. The Board hereby delegates to the Superintendent or his lawfully authorized designee the authority to determine (a) the term of the Equipment Lease Purchase Agreement and the amount and payment date of the annual principal payments to be made thereunder; (b) the interest payment dates of the Equipment Lease Purchase Agreements; (c) prepayment provisions, if any, for the Equipment Lease Purchase Agreement; (d) the Registrar/Paying Agent for the Bonds; (e) the date and time of sale of the Equipment Lease Purchase Agreement; and (f) the terms and provisions of a Request for Proposals to be submitted to prospective purchasers of the Equipment Lease Purchase Agreement.

The Board hereby delegates to the Superintendent or his lawfully authorized designee the further authority to receive bids on behalf of the Board and the authority to award the sale of the Equipment Lease Purchase Agreement to the lowest bidder therefor in accordance with the terms of the Request for Proposals for the Equipment Lease Purchase Agreement, provided the true interest cost does not exceed five percent (5%) percent per annum. After the sale of the Bonds, the Superintendent or his lawfully authorized designee shall submit a written report to the Board setting forth the results of the sale of the Equipment Lease Purchase Agreement.

Section 3. Approval of Transaction. The Board does hereby approve the acquisition of the Equipment and the financing of same by entering into a Equipment Lease Purchase Agreement.

Section 4. Approval of Equipment Lease Purchase Agreement. The Equipment Lease Purchase Agreement shall be in substantially the form presented to the Board during this meeting and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such document was set out in this Resolution in its entirety. The Chair and Secretary of the Board are hereby authorized, empowered and directed to execute, acknowledge and deliver the Equipment Lease Purchase Agreement in the name and on behalf of the School District, with such changes therein as shall be approved by the District Superintendent or his designee, the execution thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Equipment Lease Purchase Agreement now before this meeting. A copy of said Equipment Lease Purchase Agreement is available for inspection in the office of the District Superintendent and shall be attached to the original of this Resolution as Exhibit A and included in the official minutes of the Board.

Section 5. Execution of Documents. The Chair and Secretary of the Board and the District Superintendent are fully empowered and authorized to take such further action and to execute and deliver such additional documents including but not limited to a Project Fund Agreement (escrow agreement), if necessary, as may be reasonably requested by the Lessor to effect the delivery of the Equipment Lease Purchase Agreement in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the District Superintendent shall approve, is hereby fully authorized.

Section 6. Federal Tax Covenant. The School District, as lessee, agrees and covenants that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest expense of the Rent (as defined in the Equipment Lease Purchase Agreement) under the Equipment Lease Purchase Agreement.

The School District will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

Section 7. Filings with Central Repository. In compliance with Section 11-1-85, Code of Laws of South Carolina, 1976, as amended, and any other applicable rules, regulations or laws regarding continuing disclosure of financial information, the School District covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested; (a) a copy of the annual audit of the School District within thirty (30) days of the School District's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the School District, adversely affects more than five percent (5%) of the School District's revenue or its tax base.

Section 8. Reimbursement of Certain Expenditures. The Board hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Equipment Lease Purchase Agreement for expenditures with respect to the capital improvements (the "Expenditures"). The School District anticipates incurring Expenditures with respect to the Equipment prior to the execution and delivery by the School District of the Equipment Lease Purchase Agreement for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the capital improvements will be the School District's general reserve funds or other legally-available funds.

Section 9. Miscellaneous. The Board hereby retains the law firm of McNair Law Firm, P.A. as bond counsel in connection with the execution and delivery of the Equipment Lease Purchase Agreement.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Resolution shall take effect and be in full force from and after its adoption.

Adopted this 14<sup>th</sup> day of December, 2009.

SCHOOL DISTRICT NO. 5 OF LEXINGTON  
COUNTY AND RICHLAND COUNTY,  
SOUTH CAROLINA

---

Chair, Board of Trustees

(SEAL)

ATTEST:

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Secretary, Board of Trustees

## **EXHIBIT A - FORM OF EQUIPMENT LEASE PURCHASE AGREEMENT**

**THIS EQUIPMENT LEASE PURCHASE AGREEMENT** (this "Agreement") is dated \_\_\_\_\_, 2009, and is between **SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the "School District"), and \_\_\_\_\_ (the "Bank").

### **RECITALS:**

The School District has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to lease agreements. This Agreement provides for the Bank to make available to the School District the sum of \$415,000 to enable the School District to acquire the Equipment (as defined below) by lease, and provides for securing the School District's obligations under this Agreement by creating certain security interests in favor of the Bank.

**NOW THEREFORE**, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS; INTERPRETATION**

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"Additional Payments" means any of the Bank's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of the Bank's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which the Bank is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the School District (or paid by the Bank on the School District's behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the School District shall fail to pay the same, as set forth in this Agreement).

"Amount Advanced" has the meaning assigned in Section 2.02.

"Base Payments" means the rental payments payable by the School District pursuant to Section 3.01.

"Bond Counsel Opinion" means a written opinion (in form and substance acceptable to the Bank) of an attorney or firm of attorneys acceptable to the Bank.

"Budget Officer" means the School District officer from time to time charged with preparing the School District's draft budget as initially submitted to the Governing Board for its consideration.

"Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the School District's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“School District Representative” means the Superintendent or such other person or persons at the time designated, by a written certificate furnished to the Bank and signed on the School District's behalf by the presiding officer of the School District's Governing Board, to act on the School District's behalf for any purpose (or any specified purpose) under this Agreement.

“Equipment” has the meaning assigned in Section 2.03, and is generally expected to include Two 2008 Thomas Built Buses SAF-T-Liner HDX.

“Event of Default” means one or more events of default as defined in Section 6.01.

“Event of Nonappropriation” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the School District that includes an appropriation for Required Payments as contemplated by Section 3.05.

“Fiscal Year” means the School District's fiscal year beginning July 1 or such other fiscal year as the School District may later lawfully establish.

“Governing Board” means the Board of Trustees of the School District.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the School District or the Bank for amounts previously expended to remedy the event giving rise to such payment or proceeds.

“Payment Dates” means the dates indicated in Exhibit A attached hereto and incorporated herein by reference.

“Prime Rate” means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such Bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its “Prime Rate,” as in effect from time to time.

“Project Costs” means all costs of the design, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the School District under this Agreement, including (a) sums required to reimburse the School District or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

“Project Fund” has the meaning assigned in Section 2.02.

“Project Fund Agreement” has the meaning assigned in Section 2.02.

“Required Payments” means Base Payments and Additional Payments.

“School District” means School District No. 5 of Lexington County and Richland County, South Carolina.

“Security Property” means the Equipment and all amounts on deposit from time to time in the Project Fund.

“State” means the State of South Carolina.

“UCC” means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Title 36, South Carolina Code.

All references in this Agreement to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

## ARTICLE II

### LEASE; ADVANCE; SECURITY

**2.01. Lease.** the Bank hereby leases to the School District, and the School District hereby leases from the Bank, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Lease is earlier terminated. The School District shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

**2.02. Advance.** the Bank advances \$ \_\_\_\_\_ (the “Amount Advanced”) to the School District on the Closing Date, and the School District hereby accepts the Amount Advanced from the Bank. the Bank is advancing the Amount Advanced by making a deposit to a Project Fund (the “Project Fund”) as provided in a Project Fund Agreement of even date (the “Project Fund Agreement”) between the School District and the Bank in the amount of \$ \_\_\_\_\_ and wiring to McNair Law Firm, P.A., \$ \_\_\_\_\_ to be used to pay costs of issuance. All amounts on deposit from time to time in the Project Fund, including the Amount Advanced and all investment earnings, shall be used only for Project Costs until the Project Fund is terminated as provided under the Project Fund Agreement.

**2.03. UCC Security Agreement.**

(a) This Agreement is intended as and constitutes a security agreement pursuant to the UCC with respect to the following: (i) all moneys on deposit from time to time in the Project Fund; and (ii) all property acquired by the School District with funds advanced by the Bank pursuant to this Agreement, all personal property obtained in substitution or replacement therefor and all personal property obtained in substitution or replacement for any portion of the Security Property, and all proceeds of the foregoing (collectively, the “Equipment”). The School District hereby grants to the Bank a security interest in the

Equipment and in the moneys on deposit from time to time in the Project Fund to secure the Required Payments.

(b) The School District shall execute, deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or requested by the Bank) in such form as the Bank may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

**2.04. School District's Limited Obligation.** (a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the School District's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the School District's credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the School District's moneys (other than the funds held under the Project Fund or this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the School District's bonds or obligations payable from any class or source of the School District's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Security Property).

(b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement or the Project Fund Agreement.

**2.05. School District's Continuing Obligations.** The School District shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

- (a) the Bank's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the School District, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by the Bank (but this section provision does not relieve the Bank of any of its obligations under this Agreement or the Project Fund Agreement);
- (e) The sale of all or any part of the Security Property; or
- (f) Another party's assumption of the School District's obligations under this Agreement.

### **ARTICLE III**

#### **SCHOOL DISTRICT'S PAYMENT OBLIGATION AND RELATED MATTERS**

**3.01. Rental; Purchase Option.** (a) As rental for the Equipment, the School District shall make Base Payments to the Bank in lawful money of the United States at the times and in the amounts

set forth in Exhibit A, except as otherwise provided in this Agreement. As indicated in Exhibit A, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the School District may, at its option, purchase all of the Bank's interest in the Equipment, on an as-is, where-is basis, upon payment to the Bank of the sum of Ten Dollars. This option to purchase the Equipment is personal to the School District and is not assignable.

**3.02. Additional Payments.** The School District shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

**3.03. Prepayment.** At its option and at any time, the School District may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and the Bank's security interest in the Equipment, by paying (a) all Additional Payments then due and payable, and (b) all interest accrued and unpaid to the prepayment date.

**3.04. Late Payments.** If the School District fails to pay any Base Payment when due, the School District shall pay additional interest on the principal component of the late Base Payment at an annual rate equal to the Prime Rate from the original due date.

**3.05. Appropriations.** (a) The Budget Officer shall include in the initial proposal for each of the School District's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the School District's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver to the Bank, within 15 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has been appropriated by the School District in such budget for such purposes.

(c) The actions required of the School District and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every School District official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the School District to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the School District.

(d) The School District reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.

(e) The School District acknowledges and agrees that the nonappropriation provisions of this Agreement are not intended to be used (i) as a substitute for convenience termination nor (ii) to allow the School District to replace the Equipment with other substantially identical or functionally equivalent property. The School District, to the extent permitted by law, agrees not to use the nonappropriation provisions for any such purpose.

**3.06. No Abatement.** There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The

School District assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Base Payments shall be made in all events unless the School District's obligation to make Base Payments is terminated as otherwise provided in this Agreement.

**3.07. Interest Rate and Payment Adjustment.** (a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining (i) that the interest component of Base Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes or (ii) that the School District's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the School District or as a result of any action the School District takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit A, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty's gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the Closing Date).

(c) The School District shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be a counterparty to this Agreement on the date of a Rate Adjustment Event. The School District shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

## **ARTICLE IV**

### **SCHOOL DISTRICT'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

**4.01. Indemnification.** To the extent permitted by law, the School District shall indemnify, protect and save the Bank and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Security Property. The indemnification arising under this Section shall survive the Agreement's termination.

**4.02. Covenant as to Tax Exemption.** (a) The School District shall not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Agreement to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments to which such components would otherwise be entitled. If the School District should take or permit, or omit to take or cause to be taken, any such action, the School District shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) In particular, the School District covenants that it shall not permit the Amount Advanced, plus the investment earnings thereon (the "Proceeds"), to be used in any manner that would result in 5% or more of the Base Payments being directly or indirectly secured by an interest in property, or derived from payments in respect of property or borrowed money, being in either case used in a trade or business carried



on by any person other than a governmental unit, as provided in Code Section 141(b), or result in 5% or more of the Proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Code Section 141(c); provided, however, that if the School District receives a Bond Counsel Opinion that compliance with any such covenant is not required to prevent the interest components of Base Payments from being includable in the counterparty's gross income for federal income tax purposes under existing law, the School District need not comply with such covenant.

(c) Unless the School District qualifies for one or more exceptions to the arbitrage rebate requirement with respect to this financing, the School District shall provide for the rebate to the United States of (i) at least 90% of the required rebate amount (A) on or before 60 days after the date that is five years from the Closing Date, and (B) at least once during each five years thereafter while the Obligations remain outstanding, and (ii) the entire required rebate amount on or before 60 days after the date of final payment of the Obligations. Payments shall be made in the manner prescribed by the Internal Revenue Service. The School District shall cause the required rebate amount to be recomputed as of each fifth anniversary of the Closing Date, and again as of the date of final payment of the Obligations. The School District shall provide the Bank with a copy of the results of such computation within 20 days after the end of each computation period or final payment of the Obligations. Each computation shall be prepared or approved, at the School District's expense, by a person with experience in matters of accounting for federal income tax purposes, a bona fide arbitrage rebate calculating and reporting service, or nationally-recognized bond counsel, in any case reasonably acceptable to the Bank. The School District shall engage such rebate consultant to perform the necessary calculations not less than 60 days prior to the date of the required payment.

(d) The School District acknowledges that its personnel must be familiar with the arbitrage rebate rules, because the tax-exempt status of the interest on the Obligations depends upon continuing compliance with such rules. The School District therefore covenants to take all reasonable action to assure that School District personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

**4.03. Validity of Organization and Acts.** The School District is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the School District.

**4.04. Maintenance of Existence.** The School District shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the School District's obligations under this Agreement.

**4.05. Acquisition of Permits and Approvals.** All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the School District's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition and installation of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

**4.06. No Breach of Law or Contract.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the School District's knowledge,

constitutes a violation of any provision of law governing the School District or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the School District is a party or by which the School District is bound.

**4.07. No Litigation.** There is no litigation or any governmental administrative proceeding to which the School District (or any official thereof in an official capacity) is a party that is pending or, to the best of the School District's knowledge after reasonable investigation, threatened with respect to (a) the School District's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other School District officer, (e) any authority or proceedings relating to the School District's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

**4.08. No Current Default or Violation.** (a) The School District is not in violation of any existing law, rule or regulation applicable to it, (b) the School District is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the School District is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

**4.09. No Misrepresentation.** No representation, covenant or warranty by the School District in this Agreement is false or misleading in any material respect.

**4.10. Environmental Warranties and Indemnification.** (a) The School District warrants and represents to the Bank that, to the best of the School District's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials.

(b) The School District covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the School District shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the School District or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The School District shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the School District receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the School District shall immediately notify the Bank. The School District shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to the Bank's satisfaction.

(d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local

environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the School District shall indemnify and hold the Bank harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Bank as a direct or indirect result of any warranty or representation made by the School District in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Bank or the School District or any transferee or assignee the Bank or the School District.

(f) The School District's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Agreement.

**4.11. Further Instruments.** Upon the Bank's request, the School District shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by the Bank to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and to subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

**4.12. the Bank's Advances for Performance of School District's Obligations.** If the School District fails to perform any of its obligations under this Agreement, the Bank is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by the Bank (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Agreement. The School District promises to pay all such amounts to the Bank immediately upon demand.

**4.13. Equipment Will Be Used and Useful.** The acquisition and installation of the Equipment is necessary and expedient for the School District, and will perform essential functions of the School District appropriate for units of local government. The School District has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

**4.14. Financial Information.** (a) The School District shall send to the Bank a copy of the School District's audited financial statements for each Fiscal Year within 30 days of the School District's acceptance of such statements, but in any event within 120 days of the completion of such Fiscal Year.

(b) The School District shall furnish the Bank, at such reasonable times as the Bank shall request, all other financial information (including, without limitation, the School District's annual budget as submitted or approved) as the Bank may reasonably request. The School District shall permit the Bank or its agents and representatives to inspect the School District's books and records and make extracts therefrom.

**4.15. Taxes and Other Governmental Charges.** The School District shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the School District shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The School District shall not allow any liens for taxes, assessments or governmental charges with respect to the Security Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Security Property or any portion thereof which, if not paid, will become a charge on any interest in the Security Property, including the Bank's interest, or the rentals and revenues derived therefrom or hereunder).

**4.16. School District's Insurance.** (a) The School District shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the estimated replacement cost, including installation costs, of the Equipment. Such property damage insurance shall include the Bank as a loss payee. The School District shall provide evidence of such coverage to the Bank promptly upon installation of the Equipment. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 5.14.

(b) The School District shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than \$1,000,000 for personal injury or death and \$1,000,000 for property damage.

(c) The School District shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the School District against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. All such policies shall be deposited with the Bank, provided that in lieu of such policies there may be deposited with the Bank a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full effect. Prior to the expiration of any such policy, the School District shall furnish the Bank evidence satisfactory to the Bank that the policy has been renewed or replaced or is no longer required by this Agreement.

(e) No School District agent or employee shall have the power to adjust or settle any property damage loss greater than \$50,000 with respect to the Equipment, whether or not covered by insurance, without the Bank's prior written consent.

(f) the Bank shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Bank.

(g) The School District shall deliver to the Bank annually by June 30 of each year a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

## ARTICLE V

### THE EQUIPMENT

**5.01. Acquisition and Installation.** The School District shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.

**5.02. Changes in Location.** The School District shall promptly inform the Bank if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

**5.03. Acquisition and Installation within Funds Available.** The School District represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the School District promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the School District under this Agreement.

**5.04. Disclaimer of Warranties.** The School District agrees that the Bank has not designed the Equipment, that the Bank has not supplied any plans or specifications with respect thereto and that the Bank (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the School District intends therefor, or (iii) is safe in any manner or respect.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the School District is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the School District hereby waives the benefits of any and all implied warranties and representations of the Bank.

The provisions of this Section shall survive the Agreement's termination.

**5.05. Right of Entry and Inspection.** the Bank and its representatives and agents shall have the right to enter upon the School District's property and inspect the Equipment from time to time during installation and after the completion of installation, and the School District shall cause any vendor, contractor or sub-contractor to cooperate with the Bank and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon the Bank any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Bank shall be deemed to impose upon the Bank any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon the Bank, and no warranties (either express or implied) are made by the Bank as to the quality or fitness of any improvement, any such inspection and approval being made solely for the Bank's benefit.

**5.06. Compliance with Requirements.** (a) The School District shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The School District shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The School District shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The School District shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

**5.07. Use and Operation.** The School District shall use and operate the Equipment and related property as road and solid waste equipment, and for no other purpose unless required by law. The School District shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

**5.08. Maintenance and Repairs; Additions.** (a) The School District shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The School District may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The School District shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all the Bank's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) above, however, the School District may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the School District's sole property in which the Bank shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Agreement if the Bank shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

**5.09. Security.** The School District shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the School District's personal property that is not subject to this Agreement.

**5.10. Utilities.** The School District shall pay all charges for utility services furnished to or used on or in connection with the Equipment.

**5.11. Risk of Loss.** The School District shall bear all risk of loss to and condemnation of the Equipment.

**5.12. Condemnation.** The School District shall immediately notify the Bank if any governmental authority shall institute, or shall notify the School District of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The School District shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to the Bank, and to the extent permitted by law hereby irrevocably authorizes and empowers the Bank, in the School District's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the School District receives any Net Proceeds arising from any such action, the School District shall apply such Net Proceeds as provided in Section 5.14.

**5.13. No Encumbrance, Mortgage or Pledge of Equipment.**

(a) The School District shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The School District shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The School District shall reimburse the Bank for any expense incurred by the Bank to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

**5.14. Damage and Destruction; Use of Net Proceeds.** (a) The School District shall promptly notify the Bank if (i) the Security Property or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than \$50,000, the School District shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Equipment, and shall promptly thereafter report to the Bank regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the School District shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) or for deposit in a special escrow fund to be held by such escrow agent. The School District shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Equipment, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt of requisitions in substantially the form of Exhibit A to the Project Fund Agreement. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the School District shall either (i) complete the work and pay any cost in excess of the Net Proceeds, or (ii) not carry out such completion, repair or restoration, and instead apply the Net Proceeds, together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the School District's property and shall be part of the Equipment.

## **ARTICLE VI**

### **DEFAULTS AND REMEDIES; TERMINATION**

**6.01. Events of Default.** An "Event of Default" is any of the following:

(a) The School District's failing to make any Base Payment when due.

(b) The School District's breaching or failing to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as provided in subsection (a) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the School District by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the School District as a debtor, or the appointment of a receiver, custodian or similar officer for the School District or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the School District in this Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance prior to the security interest created under Section 2.03, or affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the School District to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Agreement.

(f) The School District's failing to pay when due any principal of or interest on any of its general obligation debt.



**6.02. Remedies on Default.** Upon the continuation of any Event of Default, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

- (a) Declare the unpaid principal components of the Base Payments immediately due and payable;
- (b) Proceed by appropriate court action to enforce the School District's performance of the applicable covenants of this Agreement or to recover for the breach thereof;
- (c) As provided in the Project Fund Agreement, require the Bank to pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner the Bank may reasonably deem appropriate; and
- (d) Avail itself of all available remedies under this Agreement, including execution as provided in Section 6.03, and recovery of attorneys' fees and other expenses.

**6.03. Execution on Personal Property.** Upon the continuation of any Event of Default and in addition to all other remedies granted in this Agreement, the Bank shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.

**6.04. Consequences of Nonappropriation.** Upon an Event of Nonappropriation, the School District shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Borrower whatsoever. The School District agrees to peaceably surrender possession the Equipment to the Bank or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States or Canada designated by the Bank.

In addition, upon the occurrence of any Event of Nonappropriation, the Bank may, without any further demand or notice, take action with respect to the School District and the Equipment as contemplated in Section 6.05. An Event of Nonappropriation and resulting termination of this Agreement shall not relieve the School District of liability for any defaults under this Agreement occurring prior to the Event of Nonappropriation, or of liability under those provisions of this Agreement which are stated to survive termination.

**6.05. Possession of Equipment.** Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the School District shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of the Bank), and thereupon the School District (a) shall pay monthly in advance to the Bank a fair and reasonable rental value for the use and possession of the Equipment (in an amount the Bank shall determine in its reasonable judgment), and (b) upon the Bank's demand, shall deliver possession of the Equipment to the Bank or, at the Bank's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, the Bank, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the School District's account and in reduction of the School District's

corresponding Required Payments in such fashion as the Bank shall reasonably deem appropriate. the Bank shall be liable to account only for rents and profits it actually receives.

**6.06. No Remedy Exclusive; Delay Not Waiver.** All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by the Bank, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

**6.07. Payment of Costs and Attorney's Fees.** If the Bank employs an attorney to assist in the enforcement or collection of Required Payments, or if the Bank voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the School District with any of the provisions of this Agreement, the School District agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

## ARTICLE VII

### MISCELLANEOUS

**7.01. Notices.** (a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, addressed as follows:

(i) If to the School District, to 1020 Dutch Fork Road, Irmo, South Carolina 29063, Attention: School District Superintendent; or

(ii) If to the Bank, to \_\_\_\_\_, Attention: \_\_\_\_\_.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

**7.02. No Assignments by School District.** The School District shall not sell or assign any interest in this Agreement.

**7.03. Assignments by the Bank.** The Bank may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Agreement, including, without limitation, the Bank's rights to receive Required Payments. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Agreement.

The School District agrees that this Agreement may become part of a pool of obligations at the Bank's or its assignee's option. the Bank or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or

reassignment of the Bank's interest in the Equipment or this Agreement shall be effective unless and until the School District shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The School District further agrees that the Bank's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Agreement, provided the School District receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

The School District agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the School District, and the School District shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the School District shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

**7.04. Amendments.** No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the School District and the Bank.

**7.05. Governing Law.** The School District and the Bank intend that State law shall govern this Agreement.

**7.06. Liability of Officers and Agents.** No officer, agent or employee of the School District shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the School District from the performance of any official duty provided by law.

**7.07. Severability.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

**7.08. Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

**7.09. Entire Agreement.** This Agreement constitutes the School District's entire agreement with respect to the general subject matter covered by this Agreement.

**7.10. Binding Effect.** Subject to the specific provisions of this Agreement, and in particular Section 7.03, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

[Signature page to follow]

**IN WITNESS WHEREOF**, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

**(SEAL)**

**ATTEST:**

**SCHOOL DISTRICT NO. 5 OF LEXINGTON  
COUNTY AND LEXINGTON COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
Printed Name:  
Title: Secretary, Board of Trustees

By: \_\_\_\_\_  
Printed Name:  
Title: Chairman, Board of Trustees

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name:  
Title:

**EXHIBIT A -- PAYMENT SCHEDULE**

**[TO BE PROVIDED]**