district five
OF LEXINGTON & RICHLAND COUNTIES

AGENDA
BOARD OF TRUSTEES
DISTRICT ADMINISTRATION BUILDING'S BOARD ROOM
AUGUST 9, 2010

1. Call to order at 5 p.m.

2. Enter executive session in the lounge to consider the following:

   a. Personnel matters
   b. Legal matter: facilities (s)
   c. Legal briefing: Act 388
   d. Selected employment items (Exhibit A)
   e. Contractual matter: land
   f. Contractual matter: services
   g. Contractual matter: new construction

3. Welcoming remarks at 7 p.m.

4. Invocation – Buddy Price

5. Pledge of Allegiance – Robert Gantt

6. School Board Spotlight

7. Approval of the agenda

8. Superintendent's report

   a. Superintendent

   b. Community Services

      1. Back-to-school kick-off
      2. 2011-2012 school calendar

   c. Financial Services

   d. Human Resources

e. Instructional Services

f. Technology Services

9. Public participation*

CONSENT AGENDA

10. Approval of the minutes of the June 14, 2010 board meeting, the June 29, 2010 special-called board meeting and the July 12, 2010 board workshop meeting

ACTION AGENDA

11. Items considered in executive session

12. Bond resolution(s) (Exhibit B)

DISCUSSION AGENDA

13. Request from Refuge Church/use of Lake Murray Elementary School (Exhibit C)

14. Operational millage for 2010-2011 fiscal year

15. Proposed new board policy GBEBDA "Criminal Record Checks" (Exhibit D)

16. Proposed revisions to board policy GBAA "Sexual Discrimination and Harassment" "and GBAA-R "Administrative Rule" (Exhibit E)

17. Proposed replacement of board policy JC "Student Rights and Responsibilities" and JC-R "Administrative Rule" with JI "Student Rights and Responsibilities" and JI-R "Administrative Rule" (Exhibit F)

18. Adjourn

FOR YOUR INFORMATION

19. The next regular scheduled board meeting will be on September 13, 2010 at Irmo High School.

20. Title I and Title II (Exhibit G)

*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.

district five
OF LEXINGTON & RICHLAND COUNTIES

Minutes/ June 14, 2010

The Board of Trustees of School District Five of Lexington and Richland Counties met at the District Administration Building 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

The public hearing was held for the 2010-2011 general fund budget.

During the public participation, Kim Murphy spoke regarding the budget.

Following the public hearing, Mr. Gantt called the regular meeting to order and gave welcoming remarks.

Buddy Price gave the Invocation. The Pledge of the Allegiance was led by Robert Gantt.

Roberta Ferrell and Robert Gantt led the School Board Spotlight.

During the superintendent's report, Frannie Heizer and Mike Gallagher presented a report on the recent bond sale.

During the public participation, Kim Murphy spoke regarding the high school.

Pam Baker and Mary Shadid from the McNair Law Firm gave an update on Chapin High School's renovation and improvement project: status of SCDHEC and Corps of Engineers permit.

Keith McAllister gave a monthly update on new design and construction.

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of June 14, 2010

			BAUMGARDNER	HUTCHISON	FERRELL	GANTT	HAMMOND	SLOOP	WHITE
1.	M. Hammond	S. Baumgardner	X	X	X	X	X	X	A
	Enter executive session to consider the following: 2a) selected employment items (Exhibit A)								
2.	M. Ferrell	S. Hutchison	X	X	X	X	X	X	A
	Adjourn and convene public hearing on the 2010-2011 general fund budget								
3.	M. Ferrell	S. Hutchison	X	X	X	X	X	X	X
	Adjourn public hearing and reconvene regular meeting								
4.	M. Ferrell	S. Baumgardner	X	X	X	X	X	X	X
	Approve the agenda								
5.	M. Baumgardner	S. Hammond	X	X	X	X	X	X	X
	Approve the Irmo Elementary School bid (Exhibit B)								
6.	M. Ferrell	S. Hutchison	X	X	X	X	X	X	X
	Approve the consent agenda (17 approval of the minutes of the May 24, 2010 board meeting and 18 second reading of proposed revisions to board policy KG, KG-R, KG-E(1), KG-E(2), and KG-E(3) "Use of School Facilities" (Exhibit C)								
7.	M. Hutchison	S. Sloop	X	X	X	X	X	X	X
	Approve the selected employment items (Exhibit A)								
8.	M. Hammond	S. Sloop	X	X	X	X	X	X	X
	Delay the item of cancellation of the July 12, 2010 school board meeting with the authority of the board chair to work with Dr. Berg on deciding when, where and if								
9.	M. Ferrell	S. White	X	X	X	X	X	X	X
	Approve second reading of the 2010-2011 general fund								

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

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of June 14, 2010

		BAUMGARDNER	HUTCHISON	FERRELL	GANTT	HAMMOND	SLOOP	WHITE
budget as recommended in the amount of $138,665,956 (Exhibit D)								
10. M. Ferrell	S. Baumgardner	X	X	X	X	X	X	X
Adjourn at 9:20 p.m.								

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

district five
OF LEXINGTON & RICHLAND COUNTIES

Minutes/ June 29, 2010

The Board of Trustees of School District Five of Lexington and Richland Counties met at the District Administration Building with the following members present:

Mr. Robert Gantt, Chairman (via telephone)
Mrs. Roberta Ferrell, Vice Chairman (via telephone)
Mrs. Carol Sloop, Secretary
Mrs. Jan Hammond
Mr. Ed White (via telephone)
Dr. Herbert Berg, District Superintendent

The following staff were in attendance:

Dr. Karl Fulmer, Chief Financial Services Officer
Mr. Keith McAlister, Director, New Design and Construction
Mr. Buddy Price, Director, Office of Community Services

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of June 29, 2010

	BAUMGARDNER	HUTCHISON	FERRELL	GANTT	HAMMOND	SLOOP	WHITE
1. M. Hammond S. Ferrell Approve the agenda	A	A	X	X	X	X	X
2. M. Hammond S. Ferrell Enter executive session to consider the following a) contractual matter: property (Exhibit A)	A	A	X	X	X	X	X
3. M. Hammond S. Ferrell Authorize the Superintendent to execute a contract for the purchase of property, which contract has been prepared by the District's attorneys and reviewed by the Board in executive session. I further move the Superintendent is authorized to make nonmaterial revisions in the contractual documents in consultation with the District's attorneys.	A	A	X	X	X	X	X
4. M. Hammond S. Gantt Adjourn at 10:00 a.m.	A	A	X	X	X	X	X

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

district five
OF LEXINGTON & RICHLAND COUNTIES

Minutes/July 12, 2010

The Board of Trustees of School District Five of Lexington and Richland Counties met at the District Administration Building with the following members present:

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

The following staff were in attendance:

Dr. Angela Bain, Chief Human Resource Services Officer
Dr. Karl Fulmer, Chief Financial Services Officer
Mr. Buddy Price, Director, Office of Community Services

Chairman Robert Gantt called the meeting to order.

The Board discussed a community impact update: proposed new apartment complex.

During the public participation, David Christmas and George Camp spoke regarding the proposed new apartment complex; Kim Murphy spoke regarding the district's expenses and revenue.

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of, 2009

	BAUMGARDNER	FERRELL	GANTT	HAMMOND	SLOOP	WATSON	WHITE
1. M. Hammond S. Baumgardner Amend the agenda to move item 5) discussion a) community impact update: proposed new apartment complex to item 3 and add item 4) public participation M. Hammond S. Baumgardner Approve the agenda as amended	X	X	X	X	X	X	A
2. M. Hammond S. Baumgardner Enter executive session in the lounge to consider the following: a) selected employment items (Exhibit A), b) personnel matters and c) contractual matters	X	X	X	X	X	X	X
3. M. Ferrell S. Baumgardner Approve the selected employment items (Exhibit A)	X	X	X	X	X	X	X
4. M. Ferrell S. White Adjourn at 10:30 p.m.	X	X	X	X	X	X	X

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

Exhibit A

Exhibit B

EXHIBIT B

district five
OF LEXINGTON & RICHLAND COUNTIES

August 9, 2010

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

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

RE: Resolutions for Sale of Bonds

Attached are two resolutions for the sale of bonds. One resolution authorizes the sale of bonds to finance the district's 8% capital budget funds. The other resolution authorizes the sale of additional bonds to support on-going work related to the district's bond referendum.

Frannie Heizer with the McNair Law Firm will be present to present the resolutions for approval by the Board.

Recommendation

The administration recommends that the Board approve the resolutions.

KEF:ll

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING $14,000,000 GENERAL OBLIGATION BONDS, SERIES 2010B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA; DELEGATING TO THE SUPERINTENDENT OR HIS LAWFULLY AUTHORIZED DESIGNEE THE AUTHORITY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; 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) Article X, Section 15, of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that after November 30, 1982, the governing body of any school district may incur general obligation debt in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such school district and upon such terms and conditions as the General Assembly may prescribe.

(c) Title 59, Chapter 71, Article 1, Code of Laws of South Carolina 1976, as amended (the "School Bond Act") provides that the Board of Trustees of any school district may issue general obligation bonds of such school district for the purpose of defraying the cost of "capital improvements" (as defined therein) to any amount not exceeding the constitutional debt limitation applicable to such school district.

(d) Section 11-27-50(2) of the Code of Laws of South Carolina, 1976 as amended (the "S.C. Code"), further provides that if an election be prescribed by the provisions of the School Bond Act but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held and the remaining provisions of the School Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions. Section 11-27-90 of the S.C. Code further provides that any school district of the State may issue bonds in fully registered form.

(e) The assessed value of all taxable property in the School District as of June 30, 2009, for purposes of computation of the School District's constitutional debt limit, is $422,795,956. Eight percent (8%) of such sum is $33,823,676. As of the date hereof, the outstanding general obligation bonded indebtedness of the School District subject to the constitutional debt limitation is $9,860,000. Thus, the

School District may incur $23,963,676 of general obligation debt within its applicable constitutional debt limitation.

(f) It is in the best interest of the School District for the Board to provide for the issuance and sale of general obligation bonds of the School District in the principal amount of not to exceed $14,000,000, the proceeds of which will be used (i)) to fund capital improvements; (ii) to pay costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the Board may determine. In addition to the Bonds authorized herein, the School District intends, pursuant to a separate resolution, to issue its not exceeding $77,500,000 general obligation bonds, in one or more series, with appropriate series designations, to fund referendum-approved projects.

Section 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there is hereby authorized to be issued general obligation bonds of the School District in one or more series, with appropriate series designations, in the total amount of not to exceed $14,000,000 to obtain funds for one or more of the purposes stated in Section 1(f) above and designated as "$14,000,000 (or such lesser amount issued) General Obligation Bonds, Series 2010B, of School District No. 5 of Lexington County and Richland County, South Carolina (the "Bonds").

The Bonds shall be issued as fully-registered bonds; shall be dated their date of delivery; shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall be book-entry bonds; shall bear interest at such times as hereafter designated by the Superintendent of the School District or his lawfully authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Superintendent of the School District or his lawfully authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina named by the School District.

Section 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. The Board hereby delegates to the Superintendent or his lawfully authorized designee the authority to determine (a) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bonds; (c) the Registrar/Paying Agent for the Bonds; (d) redemption provisions, if any, for the Bonds; and (e) the date and time of sale of the Bonds.

The Board hereby delegates to the Superintendent or his lawfully authorized designee the authority to receive bids on behalf of the Board and the authority to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided the true interest cost of the Bonds does not exceed four and 00/100 percent (4.00%) 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 Bonds.

Section 4. Registration, Transfer and Exchange of Bonds. The School District shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the

Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the School District, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar/Paying Agent on behalf of the School District shall issue in the name of the transferee a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The School District and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the School District nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the School District shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. Neither the School District nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

Section 5. Record Date. The School District hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or, in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the mailing of notice of redemption of Bonds.

Section 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the School District shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the School District and the Registrar evidence or proof satisfactory to the School District and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the School District and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly-destroyed Bond shall be entitled to the identical benefits under this Resolution as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 7. Execution of Bonds. The Bonds shall be executed in the name of the School District with the manual or facsimile signature of the Chair or Vice Chair of the Board attested by the manual or facsimile signature of the Secretary of the Board under the seal of the School District which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar in the substantially the form set forth herein.

Section 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by reference.

Section 9. Eligible Securities. The Bonds initially issued (the "Initial Bonds") may be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and if issued in book-entry form (the "Book-Entry Bonds"), transfers of beneficial ownership of the Book-Entry Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of $5,000 principal amount of Bonds of the same maturity or any integral multiple of $5,000.

The Book-Entry Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Book-Entry Bonds becomes due, the School District shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Book-Entry Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Resolution.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the School District has advised DTC of its determination that DTC is incapable of discharging its duties, the School District shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the School District of the Book-Entry Bonds together with an assignment duly executed by DTC, the School District shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the School District is unable to retain a qualified successor to DTC or the School District has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the School District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the School District of the Book-Entry Bonds, together with an assignment duly executed by DTC, the School District shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Resolution in the denomination of $5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

Section 10. Security for the Bonds. The full faith, credit, resources and taxing power of the School District are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. There shall be levied annually by the Auditors of Lexington County and Richland County and collected by the Treasurers of Lexington County and Richland County in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Auditors and Treasurers of Richland County and Lexington County, South Carolina, shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, on all taxable property in the School District, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 11. Defeasance. The obligations of the School District under this Resolution and the pledges, covenants and agreements of the School District therein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding when:

(a) such Bonds shall have been purchased by the School District and surrendered to the School District for cancellation or otherwise surrendered to the School District or the Paying Agent and is canceled or subject to cancellation by the School District or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment, or (2) Government Obligations (as defined below) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding thereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of the Resolution.

"Government Obligations" means any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS"); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

Section 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 13. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially in the form attached hereto as Appendix B and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale may be published in a newspaper having general circulation in the State, not less than seven (7) days prior to the date set for such sale.

Section 14. Preliminary and Official Statement. The Board hereby authorizes the Superintendent or his lawfully authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Board authorizes the Superintendent or his lawfully authorized designee to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Superintendent or his lawfully authorized designee is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

Section 15. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the School District covenants that it will file or cause to be filed with a central repository for 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 adversely affects more than five (5%) percent of the revenues of the School District or the School District's tax base.

Section 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule"), the School District covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Appendix C to this Resolution. In the event of a failure of the School District to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Resolution shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the School District.

Section 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of Lexington County in a special fund to the credit of the School District and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

Section 18. 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 Bonds for expenditures with respect to the capital improvements (the "Expenditures"). The School District anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the School District of the Bonds 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 19. Tax Covenants. The School District hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The School District further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the School District hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the Code.

Section 20. Miscellaneous. The Board hereby authorizes the Chair, the Vice-Chair and the Secretary of the Board, and the Superintendent and the Chief Financial Services Officer of the School District, to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The Board hereby retains the law firm of McNair Law Firm, P.A. as bond counsel and Ross, Sinclaire & Associates, LLC as financial advisor in connection with the issuance of the Bonds.

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 9th day of August, 2010.

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

_____

Chair, Board of Trustees

(SEAL)

ATTEST:

_____

Secretary, Board of Trustees

Appendix A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY
GENERAL OBLIGATION BOND, SERIES _____

No. R-1

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
%			

REGISTERED HOLDER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that School District No. 5 of Lexington County and Richland County, South Carolina (the "School District"), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of Wells Fargo Bank, N.A. in Atlanta, Georgia (the "Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, _____ until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the School District maintained by the registrar, presently Wells Fargo Bank, N.A. in Atlanta, Georgia (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Resolution of the School District authorizing the Bonds, nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

The terms and provisions of this Bond and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating _____ ($_____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 59, Chapter 71, Article 1, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; and a resolution duly adopted by the Board of Trustees of the School District.

[Redemption provisions]

This Bond is transferable as provided in the Resolution, only upon the books of the School District kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution. The School District, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the School District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and, that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the Board of Trustees of the School District, attested by the facsimile signature of the Secretary of the Board of Trustees of the School District and the seal of the School District impressed, imprinted or reproduced hereon.

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

_____
Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the bonds described in the within-mentioned Resolution of School District No. 5 of Lexington County and Richland County, South Carolina.

_____,
as Registrar

By:_____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common	UNIF GIFT MIN ACT -
TEN ENT - as tenants by the entireties	_____ Custodian _____ (Cust) (Minor) under Uniform Gifts to Minors Act _____ (state)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

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

_____
(Name and Address of Transferee)

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

Dated:_____

_____
Signature Guaranteed

_____
(Authorized Officer)

_____
Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

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

A copy of the final approving legal opinion to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the School District with a facsimile signature of the Secretary of the Board of Trustees of the School District. Said certificate shall be in substantially the following form:

> IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds, and a copy of which is on file with School District No. 5 of Lexington County and Richland County, South Carolina.
>
> SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA
>
> By:_____
> Secretary, Board of Trustees

Appendix B

FORM OF NOTICE OF SALE
$_____ GENERAL OBLIGATION BONDS
SERIES ____
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY
STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of $_____ General Obligation Bonds, Series _____ (the "Bonds"), of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") or his designee, until 11:00 a.m. (South Carolina time) on _____, _____, in the offices of the School District located at 1020 Dutch Fork Road, Irmo, South Carolina 29063.

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for $_____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina" and should be directed to the School District at the address in the first paragraph hereof.

Facsimile Bids: The School District will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The School District shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Herbert Berg, Superintendent, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of $5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. The Bonds will be dated _____, 2009 and will mature serially in successive annual installments on _____ 1 in each of the years and in the principal amounts as follows:

_____ 1	Principal Amount*	_____ 1	Principal Amount*

*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. If, after final computation of the proposals, the School District determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds (all calculations to be rounded to the near $5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the School District in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

The Bonds will bear interest from the date thereof payable semiannually on _____ 1 and _____ 1, commencing _____ 1, 201__.

Redemption Provisions: [TO BE PROVIDED]

Municipal Bond Insurance: The School District has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent: Within twenty-four (24) hours of the sale of the Bonds, The School District will designate a registrar and paying agent ("Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent is a bank, trust company, depository or transfer agent organized under the laws of the State of South Carolina or the laws of the United States of America.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the lowest interest rate specified for any maturity shall not be more than 3% lower than the highest interest rate specified for any maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the School District. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The School District reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Official Statement: Upon the award of the Bonds, the School District will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the School District will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the School District all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: The Bonds shall constitute binding general obligations of the School District, and the full faith, credit, resources and taxing power of the School District are irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary to provide for the prompt payment thereof. There shall be levied and collected annually upon all taxable property of the School District a tax, without limitation as to rate or amount, sufficient for such purposes.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the School District will undertake, pursuant to a Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The Board shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, Columbia, South Carolina, which opinion shall be printed on the back of each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds and a 15c2-12 Certificate.

Certificate as to Issue Price: The successful bidder must provide a certificate to the School District by the date of delivery of the Bonds, stating the initial re-offering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, _____, in New York, New York, at the expense of the School District, or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds. The cost of printing the Bonds will be borne by the School District.

Additional Information: The Preliminary Official Statement of the School District with respect to the Bonds available via the internet at http://www.rsamuni.com and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, Attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. For additional information, please contact the School District's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., telephone (803) 799-9800; e-mail: fheizer@mcnair.net or the School District's financial advisor, Brian G. Nurick, Ross, Sinclaire & Associates, LLC, telephone (800) 255-0795; e-mail: bnurick@rsamuni.com.

s/_____
Superintendent, School District No. 5 of Lexington County and Richland County, South Carolina

Appendix C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") in connection with the issuance of $_____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to a Bond Resolution adopted by the Board of Trustees of the School District (the "Resolution"). The School District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the School District for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the School District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Bonds" shall mean the $_____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina, dated _____.

"Dissemination Agent" shall mean the School District or any successor Dissemination Agent designated in writing by the School District and which has filed with the School District a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Depository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Depository" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The School District shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2010, to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the School District shall provide the Annual Report to the Dissemination Agent, if other than the School District; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the School District may be included in such Annual Report in lieu thereof, and the School District shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the School District may be submitted separately from the balance of the Annual Report.

(b) If the School District is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the School District shall send a notice to the National Repository and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the School District, file a report with the School District and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The School District's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the School District, and shall, in addition, contain or incorporate by reference the following:

(a) School District enrollment for the current fiscal year;
(b) Total anticipated state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution for current fiscal year;
(c) Anticipated funding under Education Finance Act and Education Improvement Act for current fiscal year;
(d) Outstanding Indebtedness of the School District;
(e) Market Value/Assessment Summary of taxable property in School District;
(f) Tax levy for School District for current fiscal year;
(g) Tax collections for School District for preceding fiscal year; and

(h) Five largest taxpayers (including fee-in-lieu-of-tax) for School District for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the School District is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the National Repository. The School District shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
(7) Modifications to rights of security holders;
(8) Bond calls;
(9) Tender offers;
(10) Defeasances;
(11) Release, substitution, or sale of property securing repayment of the securities;
(12) Rating changes;
(13) Bankruptcy, insolvency, receivership or similar event of the School District;
(14) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
(15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the School District shall

promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

SECTION 6. Termination of Reporting Obligation. The School District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bond.

SECTION 7. Dissemination Agent. The School District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the School District.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the School District may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the School District, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the School District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the School District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the School District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the School District, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the School District, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure

Certificate in the event of any failure of the School District, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the School District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the School District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bond.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the School District, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

By:_____
Superintendent

Dated: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of School District:	School District No. 5 of Lexington County and Richland County, South Carolina
Name of Bond Issue:	$_____ General Obligation Bonds, Series _____, School District No. 5 of Lexington County and Richland County, South Carolina
Date of Issuance:	_____

NOTICE IS HEREBY GIVEN that School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the School District as Dissemination Agent. The School District has notified us in writing that the Annual Report will be filed by _____.

Dated:_____

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

A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING $77,500,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, WITH APPROPRIATE SERIES DESIGNATIONS, BY SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE SUPERINTENDENT OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; 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) Article X, Section 15, of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that after November 30, 1982, the governing body of any school district may incur general obligation debt in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such school district and upon such terms and conditions as the General Assembly may prescribe.

(c) Title 59, Chapter 71, Article 1, Code of Laws of South Carolina 1976, as amended (the "School Bond Act") provides that the board of trustees of any school district may issue general obligation bonds of such school district for the purpose of defraying the cost of "capital improvements" (as defined therein) to any amount not exceeding the constitutional debt limitation applicable to such school district.

(d) Section 11-27-50(2) of the Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), further provides that if an election be prescribed by the provisions of the School Bond Act but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held and the remaining provisions of the School Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions. Section 11-27-90 of the S.C. Code further provides that any school district of the State may issue bonds in fully registered form.

(e) The American Recovery and Reinvestment Act of 2009 (the "ARRA"), Pub.L. 111-5, Feb. 17, 2009, 123 Stat. 115, amends the Internal Revenue Code of 1986 (the "Code") to provide for the issuance of Build America Bonds ("BABs") if (a) the interest on such obligation would otherwise be excludable from gross income under Section 103 of the Code; (b) such obligation is issued before January 1, 2011; and (c) the issuer makes an irrevocable election to have Section 54AA of the Code apply to the obligation. BABs are taxable obligations which provide a tax credit in the amount of 35% of

the interest payable by the issuer, either as an annual credit to the respective bondholders under Section 54AA(a) of the Code, or, if the bond is qualified under Section 54AA(g) of the Code, and the issuer so elects, as an annual direct payment to the issuer under Section 6431 of the Code;

(f) In a referendum (the "Referendum") held in the School District on November 4, 2008, the following question was submitted to the qualified electors of the School District:

> Shall the Board of Trustees of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") be empowered to issue, at one time or from time to time, general obligation bonds of the School District, in the principal amount of not exceeding $243,665,000, the proceeds of which shall be used to finance the costs (including architectural, engineering, legal and related fees) of acquiring land, constructing, improving, equipping, expanding, renovating and repairing school facilities within the School District as follows:
>
> ***Constructing and equipping (including technology) the following schools***:
>
> A new high school, a new career and technical education facility, a new middle school and a new elementary school
>
> ***Additions, renovations, improvements and modifications, including technology and other equipment for the following schools***:
>
> Leaphart Elementary School, Seven Oaks Elementary School, Irmo Elementary School, Chapin Elementary School, Irmo High School, Dutch Fork High School and Chapin High School?

The Referendum was duly conducted and a majority of the qualified electors of the School District voted in favor of the issuance of the general obligation bonds.

(g) It is now in the best interest of the School District for the Board to provide for the issuance and sale of general obligation bonds of the School District pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina in an amount not exceeding $77,500,000, the proceeds of which will be used for the purposes of (i) funding the Referendum-approved projects, (ii) paying costs of issuance of the Bonds (hereinafter defined), and (iii) such other lawful purposes as the Board may determine. In addition to the Bonds authorized herein, the School District intends, pursuant to a separate resolution, to issue its not exceeding $14,000,000 general obligation bonds, Series 2010B, or such other appropriate series designation, to fund capital projects.

Section 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, there are hereby authorized to be issued general obligation bonds of the School District in one or more series, in one or more years, with appropriate series designations, in an amount not exceeding $77,500,000 to obtain funds for the purposes mentioned in Section 1(g) above designated as "$[amount issued] General Obligation Bonds, [appropriate series designation], of School District No. 5 of Lexington County and Richland County, South Carolina" (the "Bonds").

The Bonds shall be issued as fully-registered Bonds; shall be dated as of the first day of the month in which the Bonds are sold to the initial purchaser(s) thereof or such other date as determined by the Superintendent of the School District or his lawfully authorized designee; shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall be book-entry bonds; shall bear interest at such times as hereafter designated by the Superintendent of the School District or his lawfully authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the Superintendent of the School District or his lawfully authorized designee.

Section 3. Delegation of Authority to Determine Certain Matters Relating to the Bonds. (a) The Board hereby delegates to the Superintendent the authority, upon the advice of the School District's bond counsel and the School District's financial advisor, to determine: (a) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (b) the interest payment dates of the Bonds; (c) (c) the Registrar/Paying Agent for the Bonds; (d) the redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; and (f) whether the Bonds should be issued as traditional tax-exempt bonds or as BABs or a combination thereof.

In addition to the authority authorized in paragraph (a) above, if all or a portion of the Bonds are issued as traditional tax-exempt bonds, the Superintendent is further authorized to: (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided the true interest cost of the Bonds does not exceed five and one-quarter percent (5.25%) percent.

In addition to the authority authorized in paragraph (a) above, if all or a portion of the Bonds are issued as BABs, the Superintendent is further authorized to: (g) award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds, provided it reflects the lowest cost of borrowing to the School District; (h) determine whether the tax credit shall be provided as a credit to the bondholders or as a direct payment to the School District; and (i) make an irrevocable election to have Section 54AA of the Code apply to the Bonds, such that the Bonds be issued as BABs.

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 Bonds.

In addition to the authority delegated to the Superintendent, the Chair or Vice Chair of the Board, upon the advice of Bond Counsel, is hereby authorized to execute a Certificate of the School District containing provisions required by the Code to further designate all or a portion of the Bonds as BABs.

Section 4. Written Procedures Related to Build America Bonds. If any of the Bonds are issued as BABs, the Board establishes the following written procedures:

(a) The sale of the BABs shall be structured in a manner that the School District may reasonably expect that none of the maturities of the BABs will be issued with more than a de minimus amount of premium as required by Section 54AA(d)(2)(C) of the Code and the amount of original issue premium with respect to the BABs shall be reviewed on or before the date of closing of the BABs issue;

(b) The costs of issuance financed by the BABs shall be determined as of the date of closing of the BABs issue and such costs of issuance financed by the BABs will not exceed two percent (2%) of the proceeds of the sale;

(c) The sale proceeds of the BABs issue less amounts used to pay costs of issuance shall be deposited in a separate account;

(d) The available project proceeds shall be calculated as of the date of the closing of the BABs issue, as of the date of the final expenditure of BAB proceeds from the separate account, and the School District shall monitor the expenditure of the available project proceeds to insure the timely expenditure of said proceeds and that 100% of the available project proceeds are spent only for capital expenditures;

(e) The proper amount of interest payable on each interest payment date and the amount of refundable amount of credit to be reported on each Form 8038-CP (or such successor form) shall be calculated on the date of closing of the BABs issue;

(f) The School District shall enter into a Build America Bonds/Tax Reporting Agent Agreement with a qualifying banking institution pursuant to which Form 8038-CP (or such successor form) shall be prepared, forwarded to the School District for execution, and filed not less than 45 days prior to each interest payment date and whereby the tax credit will be paid to the banking institution which shall deposit the tax credit payment in the BABs debt service fund;

(g) The School District shall retain the services of a firm qualified to perform arbitrage and rebate calculations within 30 days of the date of the closing of the BABs issue; and

(h) The School District shall maintain records necessary to support the status of the BABs as qualified to receipt the tax advantaged treatment described in the Section 54AA(g) of the Code for the life of the bonds plus three years.

The Board directs the Superintendent and the Director of Finance, Bond Counsel, Financial Advisor and Rebate Analyst to take such actions as shall be necessary to comply in all respects with the written procedures established herein.

Section 4. Registration, Transfer and Exchange of Bonds. The School District shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the School District, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Registrar/Paying Agent on behalf of the School District shall issue in the name of the transferee a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The School District and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered

owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the School District nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the School District shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. Neither the School District nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

Section 5. Record Date. The School District hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or, in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the mailing of notice of redemption of Bonds.

Section 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the School District shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the School District and the Registrar evidence or proof satisfactory to the School District and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the School District and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly-destroyed Bond shall be entitled to the identical benefits under this Resolution as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

Section 7. Execution of Bonds. The Bonds shall be executed in the name of the School District with the manual or facsimile signature of the Chair or Vice Chair of the Board attested by the manual or facsimile signature of the Secretary of the Board under the seal of the School District which shall be impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar in the substantially the form set forth herein.

Section 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Appendix A and incorporated herein by reference.

Section 9. Eligible Securities. The Bonds initially issued (the "Initial Bonds") may be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and if issued in book-entry form (the "Book-Entry Bonds"), transfers of beneficial ownership of the Book-Entry Bonds shall be made only through DTC and its

participants in accordance with rules specified by DTC. Such beneficial ownership must be of $5,000 principal amount of Bonds of the same maturity or any integral multiple of $5,000.

The Book-Entry Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Book-Entry Bonds becomes due, the School District shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Book-Entry Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Resolution.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the School District has advised DTC of its determination that DTC is incapable of discharging its duties, the School District shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the School District of the Book-Entry Bonds together with an assignment duly executed by DTC, the School District shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the School District is unable to retain a qualified successor to DTC or the School District has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the School District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the School District of the Book-Entry Bonds, together with an assignment duly executed by DTC, the School District shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Resolution in the denomination of $5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

Section 10. Security for the Bonds. The full faith, credit, resources and taxing power of the School District are hereby irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. There shall be levied annually by the Auditors of Lexington County and Richland County and collected by the Treasurers of Lexington County and Richland County in the same manner as county taxes are levied and collected, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The Auditors and Treasurers of Richland County and Lexington County, South Carolina, shall be notified as to the delivery of and payment for the Bonds and are hereby directed to levy and collect, respectively, on all taxable property in the School District, a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Section 11. Defeasance. The obligations of the School District under this Resolution and the pledges, covenants and agreements of the School District therein made or provided for, shall be fully

discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding when:

(a) such Bonds shall have been purchased by the School District and surrendered to the School District for cancellation or otherwise surrendered to the School District or the Paying Agent and is canceled or subject to cancellation by the School District or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment, or (2) Government Obligations (as defined below) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding thereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of the Resolution.

"Government Obligations" means any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;

(b) non-callable, U. S. Treasury Securities - State and Local Government Series ("SLGS"); and

(c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions.

Section 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

Section 13. Sale of Bonds; Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially in the form attached hereto as Appendix B and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale may be published in a newspaper having general circulation in the State, not less than seven (7) days prior to the date set for such sale.

Section 14. Preliminary and Official Statement. The Board hereby authorizes the Superintendent or his lawfully authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The Board authorizes the Superintendent or his lawfully authorized designee to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Superintendent or his lawfully authorized designee is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

Section 15. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the School District covenants that it will file or cause to be filed with a central repository for 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 adversely affects more than five (5%) percent of the revenues of the School District or the School District's tax base.

Section 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule"), the School District covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Appendix C to this Resolution. In the event of a failure of the School District to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Resolution shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the School District.

Section 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of Lexington County in a special fund to the credit of the School District and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

Section 18. 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 Bonds for expenditures with respect to the capital improvements (the "Expenditures"). The School District anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the School District of the Bonds 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 19. Tax Covenants. The School District hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds; provided, however, that for purposes of this covenant only, the School District shall not be in violation of this covenant solely because it makes the irrevocable election under Section 54AA(d) or (g) (as applicable) of the Code with respect to Bonds to be issued as BABs. The School District further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the School District hereby shall:

(a) comply with the applicable provisions of Sections 54AA, 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the Code.

Section 20. Miscellaneous. The Board hereby authorizes the Chair, the Secretary of the Board, the Superintendent, and the Chief Financial Services Officer to execute such documents and instruments as may be necessary to effect the issuance of the Bonds. The Board hereby retains McNair Law Firm, P.A. as Bond Counsel, Ross, Sinclaire & Associates, LLC as Financial Advisor, and AMTEC Compliance as Rebate Analyst in connection with the issuance of the Bonds. The Superintendent is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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 9th day of August, 2010.

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

_____

Chair, Board of Trustees

(SEAL)

ATTEST:

_____

Secretary, Board of Trustees

Appendix A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY
GENERAL OBLIGATION BOND, [TAXABLE] SERIES _____
[BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSER]

No. R-1

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
%			

REGISTERED HOLDER:

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that School District No. 5 of Lexington County and Richland County, South Carolina (the "School District"), is justly indebted and, for value received, hereby promises to pay to the registered holder named above, or registered assigns, the principal amount shown above on the maturity date shown above, upon presentation and surrender of this Bond at the principal office of _____ in A_____ (the "Paying Agent"), and to pay interest on such principal sum from the date hereof at the interest rate per annum shown above until this Bond matures. Interest on this Bond is payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, _____ until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the School District maintained by the registrar, presently _____ in _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Resolution of the School District authorizing the Bonds, nor become valid or obligatory for any purpose, until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

The terms and provisions of this Bond and such continued terms and provisions shall for all purposes have the same effect as though fully set forth at this place.

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating _____ ($_____), issued pursuant to and in accordance with [ARRA], the Constitution and laws of the State of South Carolina, including Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended; Title 59, Chapter 71, Article 1, Code of Laws of South Carolina, 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina, 1976, as amended; the successful results of a referendum and a resolution duly adopted by the Board of Trustees of the School District.

[Redemption provisions]

This Bond is transferable as provided in the Resolution, only upon the books of the School District kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate, and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution. The School District, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the School District does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and, that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the School District sufficient to pay the principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the Board of Trustees of the School District, attested by the facsimile signature of the Secretary of the Board of Trustees of the School District and the seal of the School District impressed, imprinted or reproduced hereon.

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

_____
Chair, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This Bond is one of the bonds described in the within-mentioned Resolution of School District No. 5 of Lexington County and Richland County, South Carolina.

_____,
as Registrar

By:_____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common	UNIF GIFT MIN ACT -
TEN ENT - as tenants by the entireties	_____ Custodian _____ (Cust) (Minor) under Uniform Gifts to Minors Act _____ (state)
JT TEN - as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

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

_____

(Name and Address of Transferee)

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

Dated:_____

_____
Signature Guaranteed

_____
(Authorized Officer)

_____
Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

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

A copy of the final approving legal opinion to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the School District with a facsimile signature of the Secretary of the Board of Trustees of the School District. Said certificate shall be in substantially the following form:

> IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds, and a copy of which is on file with School District No. 5 of Lexington County and Richland County, South Carolina.
>
> SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA
>
> By:_____
> Secretary, Board of Trustees

Appendix B

FORM OF NOTICE OF SALE
$_____ GENERAL OBLIGATION BONDS
[TAXABLE] SERIES _____
[BUILD AMERICA BONDS – DIRECT PAYMENT TO ISSUER]
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY
STATE OF SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of $_____ General Obligation Bonds, [Taxable]Series _____ [Build America Bonds – Direct Payment to Issuer] (the "Bonds"), of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") or his designee, until 11:00 a.m. (South Carolina time) on _____, _____, in the offices of the School District located at 1020 Dutch Fork Road, Irmo, South Carolina 29063.

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for $_____ General Obligation Bonds, [Taxable]Series _____, [Build America Bonds – Direct Payment to Issuer], School District No. 5 of Lexington County and Richland County, South Carolina" and should be directed to the School District at the address in the first paragraph hereof.

Facsimile Bids: The School District will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The School District shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of Herbert Berg, Superintendent, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of $5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. The Bonds will be dated _____, 2010 and will mature serially in successive annual installments on _____ 1 in each of the years and in the principal amounts as follows:

_____ 1	Principal Amount*	_____ 1	Principal Amount*

*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. If, after final computation of the proposals, the School District determines in its sole discretion that the funds necessary to accomplish the purposes for which the Bonds are being issued are either more or less than the proceeds of the sale of the amount of the Bonds as shown in this Notice of Sale, it reserves the right either to decrease or increase the principal amount of the Bonds (all calculations to be rounded to the near $5,000), provided that any such decrease or increase shall not exceed 10% of the par amount. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the School District in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

The Bonds will bear interest from the date thereof payable semiannually on _____ 1 and _____ 1, commencing _____ 1, 200___.

Redemption Provisions: [TO BE PROVIDED]

Municipal Bond Insurance: The School District has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent:

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the lowest interest rate specified for any maturity shall not be more than 3% lower than the highest interest rate specified for any maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the School District. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The School District reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: [TO BE DETERMINED]

Official Statement: Upon the award of the Bonds, the School District will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the School District will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the School District all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: The Bonds shall constitute binding general obligations of the School District, and the full faith, credit, resources and taxing power of the School District are irrevocably pledged for the payment of the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary to provide for the prompt payment thereof. There shall be levied and collected annually upon all taxable property of the School District a tax, without limitation as to rate or amount, sufficient for such purposes.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the School District will undertake, pursuant to a Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The Board shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, Columbia, South Carolina, which opinion shall be printed on the back of each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds and a 15c2-12 Certificate.

Certificate as to Issue Price: The successful bidder must provide a certificate to the School District by the date of delivery of the Bonds, stating the initial re-offering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, _____, in New York, New York, at the expense of the School District, or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds. The cost of printing the Bonds will be borne by the School District.

Additional Information: The Preliminary Official Statement of the School District with respect to the Bonds available via the internet at http://www.rsamuni.com and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, Attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. For additional information, please contact the School District's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., telephone (803) 799-9800; e-mail: fheizer@mcnair.net or the School District's financial advisor, Brian G. Nurick, Ross, Sinclaire & Associates, LLC, telephone (800) 255-0795; e-mail: bnurick@rsamuni.com.

s/_____
Superintendent, School District No. 5 of Lexington County and Richland County, South Carolina

Appendix C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") in connection with the issuance of $_____ General Obligation Bonds, [Taxable] Series _____, [Build America Bonds – Direct Payment to Issuer], School District No. 5 of Lexington County and Richland County, South Carolina (the "Bonds"). The Bonds are being issued pursuant to a Bond Resolution adopted by the Board of Trustees of the School District (the "Resolution"). The School District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the School District for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the School District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Bonds" shall mean the $_____ General Obligation Bonds, [Taxable]Series _____, [Build America Bonds – Direct Payment to Issuer], School District No. 5 of Lexington County and Richland County, South Carolina, dated _____.

"Dissemination Agent" shall mean the School District or any successor Dissemination Agent designated in writing by the School District and which has filed with the School District a written acceptance of such designation.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each National Repository and each State Depository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Depository" shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The School District shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2011, to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the School District shall provide the Annual Report to the Dissemination Agent, if other than the School District; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the School District may be included in such Annual Report in lieu thereof, and the School District shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the School District may be submitted separately from the balance of the Annual Report.

(b) If the School District is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the School District shall send a notice to the National Repository and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the School District, file a report with the School District and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports. The School District's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the School District, and shall, in addition, contain or incorporate by reference the following:

(a) School District enrollment for the current fiscal year;
(b) Total anticipated state appropriations subject to withholding under Article X, Sec. 15, South Carolina Constitution for current fiscal year;
(c) Anticipated funding under Education Finance Act and Education Improvement Act for current fiscal year;
(d) Outstanding Indebtedness of the School District;
(e) Market Value/Assessment Summary of taxable property in School District;
(f) Tax levy for School District for current fiscal year;
(g) Tax collections for School District for preceding fiscal year; and
(h) Five largest taxpayers (including fee-in-lieu-of-tax) for School District for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the School District is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the National Repository. The School District shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the School District shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
(7) Modifications to rights of security holders;
(8) Bond calls;
(9) Tender offers;
(10) Defeasances;
(11) Release, substitution, or sale of property securing repayment of the securities;
(12) Rating changes;
(13) Bankruptcy, insolvency, receivership or similar event of the School District;
(14) The consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
(15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the School District shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District.

SECTION 6. Termination of Reporting Obligation. The School District's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bond.

SECTION 7. Dissemination Agent. The School District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the School District.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the School District may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the School District, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the School District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the School District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the School District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the School District, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the School District, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the School District, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the School District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the School District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bond.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the School District, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

By:_____
Superintendent

Dated: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of School District:	School District No. 5 of Lexington County and Richland County, South Carolina
Name of Bond Issue:	$_____ General Obligation Bonds, [Taxable] Series _____, [Build America Bonds – Direct Payment to Issuer], School District No. 5 of Lexington County and Richland County, South Carolina
Date of Issuance:	_____

NOTICE IS HEREBY GIVEN that School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the School District as Dissemination Agent. The School District has notified us in writing that the Annual Report will be filed by _____.

Dated:_____

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

Exhibit C

EXHIBIT C

district five
OF LEXINGTON & RICHLAND COUNTIES

August 9, 2010

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

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

RE: Renewal of Facilities Use Agreement/REFUGE Church

Attached is a request from REFUGE Church for renewal of their facilities use agreement with Lake Murray Elementary School for the 2010-2011 fiscal year.

RECOMMENDATION:

The administration recommends that the Board approve the request for renewal of the facilities use agreement from REFUGE Church.

KEF:ll

Attachment

REQUEST FOR USE OF SCHOOL FACILITIES

File: KG-E(3)

Please supply all requested information. If approved, one copy will be returned to you for your records.

ORGANIZATION MAKING REQUEST:

Name REFUGE: CHURCH

Mailing Address 140-A Amicks Ferry Road Box 305 Chapin, SC 29036

Telephone Number (803) 351-5837

Responsible Officer Kenny Kelly

Purpose of Use Church Services

FACILITIES REQUESTED:

School Lake Murray

Date(s) of Use Ongoing - starting July 1, 2010 Time of Use Sunday Mornings 8Am - 12:00 pm

Type of Facility	Number of Rooms Requested	Number of Hours	Rate Per Hour	Total
Classroom/Lab/Unit	3	2	$30.00	$180.00
Gymnasium				
Cafeteria				
Multi-Purpose	1	4	$60.00	$240.00
Stadium Facilities				
Baseball Facilities				
Track/Soccer/Practice Facilities				
Additional Expenses Incurred				
Grand Total				$420.00 *

_____ custodian(s) for _____ hours @ _____ per hour = _____**

_____ cafeteria employee(s) for _____ hours @ _____ per hour = _____**

If this request is approved, the using organization agrees to abide by all provisions of School District Five Board Policy KG (Use of School Facilities) including accepting responsibility and agreeing to pay for any damage that may occur from use of this facility.

_____ 6/28/10

Organization Representative — Date of Official Request

Approved/Disapproved

Claire D. Thompson 7/19/10

Principal/Director — Date

Approved/Disapproved

_____ _____

District (if necessary) — Date

*All checks are to be paid in advance. Check(s) should be made payable to School District Five of Lexington and Richland Counties. Organizations using facilities on a continuing basis are to mail checks to the district administration building by the 10th of each month.

**Check(s) should be made payable directly to custodian(s). ($30 minimum per individual).

For Office Use Only

Date Paid _____

Check Number _____

Receipt Number _____

Revised 10/24/83, 8/12/96, 6/14/10

Exhibit D

EXHIBIT D

district five
OF LEXINGTON & RICHLAND COUNTIES

Memorandum

To: Members of the Board of Trustees

Through: Dr. Herbert W. Berg
Superintendent

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

Date: August 4, 2010

Re: Board Policy- Section G

Issue: Discussion of proposed board policy
-Policy GBEBDA - Criminal Record Checks

Background: Attached for your consideration is the recommended new policy GBEBDA.

Recommendation: Request Board of Trustees Review

AHB/rfl

Attachment - Recommended New Policy

CRIMINAL RECORD CHECKS

Code **GBEBDA*** *Issued* **DRAFT/2010**

Purpose: To establish the basic structure for conducting criminal record checks on any individual hired by or volunteering in the district.

The district will require appropriate state criminal background checks as outlined in law on any individual recommended to be employed in a paid or volunteer position.

The cost of the background checks will be paid by the *(option: district or the applicant).* The fee associated with the criminal record search on a substitute teacher is waived for the district.

State Law Enforcement Division (SLED) background checks

The district will obtain a name-based criminal record history check from SLED on all new employees prior to their initial employment. The district will consider the results of all criminal record history checks on an individual basis. In determining how the information obtained impacts the individual's ability to be an effective employee, the district will consider such things as severity of offense, age of the individual, direct impact of the offense on children, length of time since conviction or plea, restitution, conduct or remedial actions during probation, and participation in pre-trial intervention and/or expungement.

The district will not employ an individual who has been convicted of or plead guilty to a violent crime as outlined in law. Also, when making employment decisions, the district will carefully consider information relative to felony convictions as well as information that could result in the revocation or suspension of a professional certificate "for cause" as outlined in law.

The results of the name-based check will be presented to the board concurrent with the recommendation for employment.

National Sex Offender Registry checks

The district will perform a National Sex Offender Registry check on all new employees, whether employed on a full-time, part-time, regular, interim or temporary basis, and all volunteers who work in a school on an interim or regular basis as mentors, coaches, chaperones or any other capacity resulting in direct interaction or contact with students.

The district will not permit individuals whose names appear in the National Sex Offender Registry or individuals who have been required to register as sex offenders pursuant to state law to work or serve in the district in any capacity.

If an individual is denied employment in the district as a result of information appearing on the name-based background check, the person may be given an opportunity to respond to the reasons.

(Cf. GCF, GCFB, GDF, GCG, IJOA, IJOB/IJOC)

Adopted ^

(see next page)

Legal references:

A. S.C. Code, 1976, as amended:
   1. Section 16-1-60 - Violent crimes defined.
   2. Section 23-3-115 - Fees for criminal record searches conducted for charitable organizations.
   3. Section 23-3-130 - Determination of information to be supplied and methods of evaluation and dissemination; promulgation of rules and regulations.
   4. Section 23-3-430 - Sex offender registry; convictions and not guilty by reason of insanity findings requiring registration.
   5. Section 59-19-117 - Background checks.
   6. Section 59-25-150 and 160 - Revocation or suspension of certificate; "just cause" defined.

Exhibit E

EXHIBIT E

district five
OF LEXINGTON & RICHLAND COUNTIES

Memorandum

To: Members of the Board of Trustees

Through: Dr. Herbert W. Berg
Superintendent

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

Date: August 4, 2010

Re: Board Policy GBAA and GBAA-R

Issue: Discussion of proposed revisions to board policy GBAA *"Sexual Discrimination and Harassment" and GBAA-R "Administrative Rule"*

Background: Attached for your consideration are the recommended revisions.

Recommendation: Request Board of Trustees Approval

AHB/rfl

Attachment - Recommended Revisions

Revised Policy
August 9, 2010

SEXUAL DISCRIMINATION AND HARASSMENT

Code **GBAA** *Issued* **DRAFT/10**

Purpose: To establish the board's vision for a working environment free of sexual harassment.

Sexual harassment (staff)

The district will not tolerate or condone sexual harassment in the workplace. The board considers sexual harassment to be a major offense which may result in disciplinary action or dismissal of the offending employee.

Unwelcome sexual advances, requests for sexual favors, or other sexual conduct, either verbal or physical, constitutes sexual harassment under the following circumstances.

- The harasser requires the employee to submit to the conduct as an explicit or implicit condition of employment, status or promotion.
- The harasser uses the employee's submission to, or rejection of, the conduct as a basis for an employment decision.
- The harassment substantially interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.
- The employee's submission to, or rejection of, the conduct is the basis for any decision affecting benefits, services, honors, programs or other available activities.

An employee who feels that he/she is being harassed should immediately report such incident to his/her immediate supervisor or the appropriate personnel department official. Nothing in district policy requires the employee alleging sexual harassment to present the matter to the person who is the subject of the complaint.

The district will promptly and thoroughly investigate all complaints of sexual harassment. All complaints will be confidential and only those persons necessary for the investigation and resolution of the complaint will be given information about it. The district prohibits retaliation or reprisal in any form against an employee who has filed a complaint of sexual harassment.

Sexual harassment (students)

Not all behavior with sexual connotations constitutes sexual harassment under federal law. In order to qualify as a complaint under Title IX, sexual harassment must be sufficiently severe, persistent or pervasive so that it does the following.

- adversely affects a student's education
- creates a hostile or abusive educational environment

A one time incident must be severe to rise to the level of harassment.

The district prohibits sexual harassment of students by district employees, other students or third parties. All students and employees must avoid any action or conduct which could be viewed as sexual harassment.

 (see next page)

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when the following occurs.

- Submission to such conduct is made either expressly or implicitly a term or condition of a student's education.
- Submission to or rejection of such conduct by an individual is used as the basis for any decisions affecting a student.
- Such conduct has the purpose or effect of unreasonably interfering with a student's education or creating an intimidating, hostile or offensive school environment.

Any student who feels he/she has been subjected to sexual harassment is encouraged to file a complaint in accordance with Policy JI and administrative rule JI –R. All allegations will be investigated promptly and confidentially. The district prohibits retaliation or reprisal in any form against a student who has filed a complaint of sexual harassment.

Any employee or student who is found to have engaged in sexual harassment will be subject to disciplinary action, up to and including termination in the case of an employee, or expulsion in the case of a student. The district will take all other appropriate steps to correct or rectify the situation.

The administration will develop and distribute guidelines which implement the provisions of this policy concerning the reporting, investigation and resolution of complaints of sexual harassment.

Adopted 1/21/91; Revised 4/26/92, 2/1/93, 12/6/93, 5/22/95, 9/22/97, 9/23/02, ^

Legal references:

A. Federal statutes:
   1. Title IX of the Education Amendments of 1972, 20 USC Section 1681, et seq. - Prohibits discrimination on the basis of sex by any educational program or activity receiving federal funds.

B. Court cases:
   1. United States Supreme Court: Jackson v. Birmingham Board of Education, No. 02-1672 (U.S. March 29, 2005).
   2. Burlington Northern and Santa Fe Railway v. White, 126 S. Ct. 2405 (U.S. June 22, 2006).

SEXUAL DISCRIMINATION AND HARASSMENT

Sexual harassment of employees

These procedures are intended to do the following.

- discourage employees from sexually harassing any other employee of the district
- promote a harassment-free work environment
- remedy in a speedy manner any consequences of sexual harassment
- establish ongoing education and awareness of the problem of sexual harassment
- provide information about how to pursue claims of sexual harassment

Definition of sexual harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature under the following conditions.

- is made an employment condition so that submission to such conduct is a term or condition of employment
- has an employment consequence, so that submission to or rejection of such conduct is used as a basis for employment decisions affecting an individual employee
- is an offensive job interference, so that such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment

Sexual harassment may include, but is not limited to, the following.

- verbal harassment, including epithets, sexually offensive comments or slurs
- physical harassment
- physical interference with movement or work
- visual harassment such as sexually offensive cartoons, drawings or posters

Sexual harassment is prohibited against members of the same sex as well as against members of the opposite sex.

Behavior prohibited of administrators/supervisors

No administrator/supervisor may condition any employment, employee benefit or continued employment on the employee's acquiescence to any of the sexual behavior defined above.

No administrator/supervisor may retaliate against any employee because that employee has filed a complaint, testified, assisted or participated in any manner in a sexual harassment investigation, proceeding or hearing conducted by an authorized investigative agency.

No administrator/supervisor will tolerate a sexually hostile or offensive work environment created by any subordinate employee who engages in sexual harassment.

 (see next page)

No administrator/supervisor will destroy evidence relevant to an investigation of sexual harassment.

Behavior prohibited of all employees

No administrator/supervisor or any other employee of this district will create a sexually hostile or offensive work environment for any other employee by engaging in any sexual harassment.

No administrator/supervisor or any other employee of this district will assist any individual in doing any act which constitutes sexual harassment against any other employee. (Reference Policy JI and administrative rule JI-R).

Obligations of administrators/supervisors

Preventive action

A copy of the district's sexual harassment policy and this administrative rule will be distributed to all employees and referenced in the personnel handbook.

A copy of the policy and administrative rule will be available in each school's media center and the district office.

On an annual basis, administrative/supervisors will review with all employees the definition of sexual harassment, the procedures for registering a complaint about sexual harassment and the redress which is available.

The department of personnel management will make available information from the Equal Employment Opportunity Commission and the South Carolina Human Affairs Commission about filing claims of sexual harassment with these entities.

Annually, administrators/supervisors will attend a training session on sexual harassment which will cover the definition of sexual harassment, the district's serious commitment to eliminating and avoiding sexual harassment in the work place, the penalties for engaging in sexual harassment, and the procedures for reporting incidents of sexual harassment.

Investigative/corrective action

Any employee who feels that he/she has been the object of sexual harassment is encouraged to file a complaint with his/her immediate supervisor (except for situations covered below).

Under no circumstances will an employee be required to first report allegations of harassment to an administrator/supervisor if that person is the individual who is accused of the harassment. In such cases, the employee will contact the associate superintendent for personnel management.

The administrator/supervisor will, within three working days, initiate an investigation of any incident of alleged sexual harassment reported to them or observed by them. Confidentiality will be maintained throughout the investigation. Only those who have an immediate need to know may be provided the identity of the complainant.

Upon the completion of the investigation, the administrator/supervisor will report in writing the results of any investigation of sexual harassment, including corrective or disciplinary action taken, to the associate superintendent for personnel and to the complaining employee.

 (see next page)

The administrator/supervisor will, at minimum, issue a written reprimand to any employee determined to have sexually harassed any other employee. The administrator/supervisor will take whatever other disciplinary action he/she determines is warranted, up to and including termination.

Under no circumstances will an administrator/supervisor retaliate in any way against an employee who has provided information as a witness to an incident of sexual harassment.

All administrators/supervisors will follow up within three months of any reported incident of sexual harassment to determine whether the victim has been subjected to any sexual harassment.

Obligations of all employees

All employees will report to their immediate supervisor any conduct on the part of non-employees, such as sales representatives, service vendors, or employees from another district, etc., which is believed to constitute sexual harassment. The supervisor will report this information in writing to the supervisor of the non-employee for investigation. This information must also be reported to the appropriate principal and/or assistant superintendent for personnel management.

All employees will cooperate with and maintain the confidentiality of any investigation of alleged acts of sexual harassment conducted by the district or by any appropriate state or federal agency.

No employee of this district will take any action to discourage any other employee from reporting alleged sexual harassment.

Retaliation in any way against an employee who has provided information as a witness to an incident of sexual harassment is prohibited.

Adopted 12/6/93; Revised ^

Exhibit F

EXHIBIT F

district five
OF LEXINGTON & RICHLAND COUNTIES

Memorandum

To: Members of the Board of Trustees

Through: Dr. Herbert M. Berg
Superintendent

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

Date: August 4, 2010

Re: Board Policy JC and JC-R

Issue: Discussion of replacing JC "Student Rights and Responsibilities" and JC-R "Administrative Rule" with JI " Student Rights and Responsibilities" and JI-R "Administrative Rule"

Background: Attached for your consideration are the recommended revisions.

Recommendation: Request Board of Trustees Approval

AHB/rfl

Attachment - Recommended Revisions

STUDENT RIGHTS AND RESPONSIBILITIES

Code **JC** *Issued* **1/94**

Sexual harassment of students

Sexual harassment of students by district employees or other students is prohibited. All students and employees must avoid any action or conduct which could be viewed as sexual harassment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either expressly or implicitly a term or condition of a student's education, (2) submission to or rejection of such conduct by an individual is used as the basis for any decisions affecting a student, or (3) such conduct has the purpose or effect of unreasonably interfering with the student's education or creating an intimidating, hostile, or offensive school environment.

Any student who feels he/she has been subjected to sexual harassment is encouraged to file a complaint in accordance with the administrative regulation which accompanies this policy. All allegations will be investigated promptly and confidentially. Retaliation or reprisal in any form against a student who has filed a complaint of sexual harassment is prohibited. Any employee or student who is found to have engaged in sexual harassment will be subject to disciplinary action, up to and including termination in the case of an employee, or expulsion in the case of a student, and all other appropriate steps will be taken to correct or rectify the situation.

This policy will not be used to bring frivolous or malicious charges against students or employees of the school district. Any student found to have made a frivolous or malicious charge will be subject to disciplinary action.

Adopted 12/6/93

STUDENTS RIGHTS AND RESPONSIBILITIES

Sexual harassment of students

The following procedures are intended to:

- discourage employees and students from sexually harassing students of the district;
- promote a harassment-free school environment;
- remedy in a speedy manner any consequences of sexual harassment;
- establish on-going education and awareness of the problem of sexual harassment;
- provide information about how to pursue claims of sexual harassment.

A. Definition of sexual harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature which:

1. is made an educational condition so that submission to such conduct is a term or condition of an individual student's education;
2. has an educational consequence, so that submission to or rejection of such conduct is used as a basis for educational decisions affecting an individual student; or
3. is an offensive school interference, so that such conduct has the purpose or effect of unreasonably interfering with a student's educational performance or creating an intimidating, hostile or offensive school environment.

Sexual harassment may include but is not limited to: verbal harassment, including sexually offensive comments or slurs; physical harassment, physical interference with movement or work; or visual harassment such as sexually offensive cartoons, drawings or posters. Sexual harassment is prohibited against members of the same sex as well as against members of the opposite sex.

 (see next page)

B. Behavior prohibited of all employees

1. No employee may condition an individual student's education, educational benefit or educational opportunity on the student's acquiescence to any of the sexual behavior defined above.

2. No employee may retaliate against any student because that student has filed a complaint, testified, assisted or participated in any manner in a sexual harassment investigation, proceeding or hearing conducted by an authorized agency.

3. No employee will tolerate a sexually hostile or offensive school environment created by any other employee or student who engages in sexual harassment.

4. No employee will destroy evidence relevant to an investigation of sexual harassment.

C. Behavior prohibited of all employees and all students

1. No employee or student of this district will create a sexually hostile or offensive school environment for any other student engaging in any sexual harassment.

2. No employee or student of this district will assist any individual in doing any act which constitutes sexual harassment against any other student.

D. Obligations of administrators/supervisors

1. Preventive action

a. Policy JC and this administrative regulation will be referenced in the employee and student handbooks.

b. All administrators/supervisors will give a copy of policy JC and this administrative regulation to all employees, and will give a copy of the student handbook to all students.

c. Policy JC and this administrative regulation will be available in each school's media center and the district office.

d. On an annual basis, the administrator/supervisor will insure that the provisions of policy JC and this administrative regulation, to include an orientation on the definition of sexual harassment, the procedures for registering a complaint about sexual harassment and the redress which is

 (see next page)

available are reviewed with all employees and students. With regard to students, such review and orientation will take into consideration, and be appropriate to, the students' ages.

e. The department of personnel management will make available information from the U.S. Department of Education, Office of Civil Rights (OCR) about filing claims of sexual harassment with OCR.

f. Annually, the administrator/supervisor will attend a training session on sexual harassment which will cover the definition of sexual harassment, the district's commitment to eliminating and avoiding sexual harassment in the schools, the penalties for engaging in sexual harassment, and the procedures for reporting incidents of sexual harassment.

2. Investigative/corrective action

a. Any student who feels that he/she has been the object of sexual harassment is encouraged to file a complaint with the student's principal (except for situations covered in (b) below). Such a complaint may be filed by the student's parent/guardian.

b. Under no circumstances will a student be required to first report allegations of harassment to the principal if that person is the individual who is accused of the harassment. In such cases, the student or the student's parent/guardian will contact the associate superintendent for personnel.

c. The administrator/supervisor will, within three working days, initiate an investigation of any incident of alleged sexual harassment reported to them or observed by them. Confidentiality will be maintained throughout the investigation. Only those who have an immediate need to know may be provided the identity of the complainant.

d. Upon the completion of the investigation, the administrator/supervisor will report in writing the results of any investigation of sexual harassment, including corrective or disciplinary action taken, to the associate superintendent for personnel and to the complainant and/or the complainant's parent/guardian.

e. If an employee or student is determined to have sexually harassed a student, the administrator/supervisor will take whatever disciplinary action he/she determines is warranted, up to and including termination of an employee or expulsion of a student.

 (see next page)

f. The administrator/supervisor will follow up within three months of any reported incident of sexual harassment to determine whether the complainant has been subjected to any sexual harassment.

g. The administrator/supervisor having reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect, will report such conduct in accordance with S.C. Code Ann. 20-7-510 and Policy JG, JG-R.

E. Obligations of all employees and students

1. All employees and students will report to their immediate supervisor or teacher, respectively, any conduct on the part of non-employees, such as sales representatives, service vendors, or employees from another district, etc. which is believed to constitute sexual harassment. The supervisor or teacher will report this information in writing to the supervisor of the non-employee for investigation. This information must also be reported to the appropriate principal and/or assistant superintendent for personnel management.

2. All employees and students will cooperate with and maintain the confidentiality of any investigation of alleged acts of sexual harassment conducted by the district or by any appropriate governmental agency.

3. Any action to discourage any student from reporting alleged sexual harassment is prohibited.

4. Retaliation in any way against an employee or student who has provided information as a witness to an incident of sexual harassment is prohibited.

Adopted 12/6/93

STUDENT RIGHTS AND RESPONSIBILITIES

Code **JI** *Issued* **DRAFT/10**

Purpose: To establish the board's vision for student rights and responsibilities.

The board believes that students have rights that should be recognized and respected. It also believes that every right carries with it certain responsibilities.

Students have the right to a quality education and the responsibility to put forth their best efforts during the educational process. Students have the right to expect school personnel to be qualified in providing that education. Students have the responsibility to respect the rights of other students and all persons involved in the educational process.

Students have civil rights, including the right to equal educational opportunity and freedom from discrimination. They have the responsibility not to discriminate against others.

Students have the right to attend free public schools. They have the responsibility to attend school as required by law and to observe school rules and regulations essential for permitting others to learn at school.

Students have the right to due process of the law with respect to suspension, expulsion, and unreasonable searches and seizures.

Students have the right to free inquiry and expression. They have the responsibility to observe reasonable rules regarding these rights.

Students must be made aware of their legal rights and also of the legal authority of the board to make, or delegate authority to its staff to make, rules and regulations regarding the orderly operation of the schools.

Students have the right to advocate change of any law, policy or regulation. Students may exercise their right to freedom of expression through speech, approved time for assembly, petition and other lawful means. The exercise of this right may not interfere with the rights of others. Students may not use this freedom of expression to present material that is obscene or slanderous, or to defame character. They may not use this freedom to advocate violation of federal, state and local laws, or school policies, rules and regulations.

The district will accord all students privileges and rights without regard to race, religion, sex, creed, disability, national origin, or immigrant status or English-speaking status.

Students may present complaints to teachers or administration officials. The administration will provide adequate opportunities for students to exercise this right through channels established for considering such complaints and grievances.

Sexual harassment

Not all behavior with sexual connotations constitutes sexual harassment under federal law. In order to qualify as a complaint under Title IX, sexual harassment must be sufficiently severe, persistent or pervasive that it does one of the following.

 (see next page)

- adversely affects a student's education
- creates a hostile or abusive educational environment

A one time incident must be severe to rise to the level of sexual harassment.

The district prohibits sexual harassment of students by district employees, other students or third parties. All students and employees must avoid any action or conduct which could be viewed as sexual harassment or inappropriate conduct of a sexual nature. This includes, but is not limited to any action or conduct communicated or performed in person, in writing, or electronically.

Sexual harassment consists of unwelcome (as determined based on the age of the student) sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature under any of the following circumstances.

- Submission to such conduct is made either expressly or implicitly a term or condition of a student's education.

- Submission to or rejection of such conduct by an individual is used as the basis for any decisions affecting a student.

- Such conduct has the purpose or effect of unreasonably interfering with a student's education or creating an intimidating, hostile or offensive school environment.

Any student who feels he/she has been subjected to sexual harassment is encouraged to file a complaint in accordance with administrative rule JI-R. A parent/legal guardian may also file a complaint on behalf of his/her child. All allegations will be investigated promptly and confidentially. The district prohibits retaliation or reprisal in any form against a student who has filed a complaint of sexual harassment (Reference Policy GBAA and administrative rule GBAA-R).

Any employee or student who is found to have engaged in sexual harassment will be subject to disciplinary action, up to and including termination in the case of an employee, or expulsion in the case of a student. A third party found to have engaged in sexual harassment will be dealt with accordingly. The district will take all other appropriate steps to correct or rectify the situation.

This policy will not be used to bring frivolous or malicious charges against students or employees of the school district. Any student found to have made a frivolous or malicious charge will be subject to disciplinary action.

Adopted 12/6/93; Revised ^

Legal references:

A. Federal statutes:
   1. Title VI of the Civil Rights Act of 1964 - Prohibits discrimination on the basis of race, color, national origin, religion or sex.
   2. Title IX of the Education Amendments of 1972, 20 USC Section 1681, et seq, - Prohibits discrimination on the basis of sex.

B. U. S. Supreme Court:
   1. Morse v. Frederick, 127 S. Ct. 2618 (2007).
   2. Plyler vs. Doe, 1982.

Draft of New Administrative Rule
August 9, 2010

STUDENT RIGHTS AND RESPONSIBILITIES

Code **JI-R** *Issued* **DRAFT/10**

Sexual harassment

These procedures are intended to do the following.

- Prevent employees and students from sexually harassing students of the district.
- Promote a harassment-free school environment.
- Remedy in a speedy manner any consequences of sexual harassment.
- Establish on-going education and awareness of the problem of sexual harassment.
- Provide information about how to resolve claims of sexual harassment.

Definition of sexual harassment

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature under the following conditions.

- Submission to such conduct is made either expressly or implicitly a term or condition of a student's education.

- Submission to or rejection of such conduct by an individual is used as a basis for educational decisions affecting a student.

- Such conduct has the purpose or effect of unreasonably interfering with a student's education or creating an intimidating, hostile or offensive school environment.

Sexual harassment may include, but is not limited to: verbal harassment, including sexually offensive comments or slurs; physical harassment, physical interference with movement or work; or visual harassment such as sexually offensive cartoons, drawings or posters.

Sexual harassment is prohibited against members of the same sex as well as against members of the opposite sex.

Behavior prohibited of all employees

No employee may condition an individual student's education, educational benefit or educational opportunity on the student's acquiescence to any of the sexual behaviors defined above.

No employee may retaliate against any student because that student has filed a complaint, testified, assisted or participated in any manner in a sexual harassment investigation, proceeding or hearing conducted by an authorized agency.

No employee will tolerate a sexually hostile or offensive school environment created by any other employee or student who engages in sexual harassment.

No employee will destroy evidence relevant to an investigation of sexual harassment.

 (see next page)

Behavior prohibited of all employees and all students

No employee or student of this district will create a sexually hostile or offensive school environment for any other student by engaging in any sexual harassment.

 (see next page)

No employee or student of this district will assist any individual in doing any act which constitutes sexual harassment against any other student.

Obligations of administrators/supervisors

Preventive action

The district policy on sexual harassment and this administrative rule will be referenced in employee and student handbooks.

All administrators/supervisors will give a copy of district policy on sexual harassment and this administrative rule to all employees. The district will give a copy of the student handbook to all students.

The district policy on sexual harassment and this administrative rule will be available in each school's media center and the district office.

Annually, administrators/supervisors will insure that the provisions of the district policy on sexual harassment and this administrative rule as well as an orientation on the definition of sexual harassment, the procedures for registering a complaint about sexual harassment and the redress which is available are reviewed with all employees and students. With regard to students, such review and orientation will take into consideration, and be appropriate to, the students' ages.

The district will make information from the U. S. Department of Education, Office for Civil Rights (OCR) about filing claims of sexual harassment with OCR available through the personnel office.

Annually, the administrators/supervisors will attend a training session on sexual harassment which will cover the definition of sexual harassment, the district's commitment to eliminating and avoiding sexual harassment in the schools, the penalties for engaging in sexual harassment, and the procedures for reporting incidents of sexual harassment.

Investigative/corrective action

Any student who feels that he/she has been the object of sexual harassment is encouraged to file a complaint with the student's principal (except for situations covered in the following paragraph). Such a complaint may be filed by the student's parent/legal guardian.

Under no circumstances will a student be required to first report allegations of harassment to the principal if that person is the individual the student is accusing of the harassment. In such cases, the student or the student's parent/legal guardian will contact the director of human resources.

The administrator/supervisor will, within three working days, initiate an investigation of any incident of alleged sexual harassment reported to them or observed by them. The Office of Human Resources will maintain confidentiality throughout the investigation. Only those who have an immediate need to know may be provided the identity of the complainant.

Upon the completion of the investigation, the administrator/supervisor will report in writing the results of any investigation of sexual harassment, including corrective or disciplinary action taken, to the director of human resources and to the complainant and/or the complainant's parent/legal guardian.

If an employee or student is determined to have sexually harassed a student, the administrator/ supervisor will take whatever disciplinary action he/she determines is warranted, up to and

 (see next page)

including termination of an employee or expulsion of a student (Reference Policy GBAA and administrative rule GBAA-R).

 (see next page)

Even if the employee has been terminated or the student expelled, the administrator/supervisor will follow up within three months of any reported incident of sexual harassment to determine whether the complainant has been subjected to any further sexual harassment.

The administrator/supervisor having reason to believe that a child's physical or mental health or welfare has been or may be adversely affected by abuse or neglect will report such conduct in accordance with S. C. Code Section 20-7-510 and board policy on reporting child abuse or neglect (JLF).

Obligations of all employees and students

All employees and students will report to their immediate supervisor or teacher, respectively, any conduct on the part of non-employees, such as sales representatives, service vendors or employees from another district, etc. which is believed to constitute sexual harassment. The supervisor or teacher will report this information in writing to the supervisor of the non-employee for investigation. This information must also be reported to the appropriate principal and the director of human resources.

All employees and students will cooperate with and maintain the confidentiality of any investigation of alleged acts of sexual harassment conducted by the district or by any appropriate governmental agency.

The district prohibits any action to discourage any student from reporting alleged sexual harassment.

The district prohibits retaliation in any way against an employee or student who has provided information as a witness to an incident of sexual harassment.

This policy will not be used to bring frivolous or malicious charges against students or employees of the school district. Any student found to have made a frivolous or malicious charge will be subject to disciplinary action.

Issued 12/6/93; Revised ^

Exhibit G

district five
OF LEXINGTON & RICHLAND COUNTIES

TITLE I
2010-2011

2010-2011 Program Proposal

FY 10-11 (New Grant) Funds	$ 1,227,145
FY 09-10 (Projected) Carryover Funds	21,741
TOTAL 10-11 *PROJECTED* FUNDS	**$ 1,248,886**

Title I Schools – Schoolwide:

Schools with 40% F/R lunch count, or higher, who have conducted a Needs Assessment in their school and made the community decision to go schoolwide with Title I funds.

School	Title I Programs
Harbison West Elementary	*Reading Recovery®* *Math Coach* *Academic Interventionist*
Seven Oaks Elementary	*Reading Recovery®* *Reading/Math Interventionist* *Academic Instructional Assistants*
H. E. Corley Elementary	*Reading Recovery®* *Math Interventionist*
Dutch Fork Elementary	*Reading Recovery®* *Math Interventionist*
Leaphart Elementary	*Reading Recovery®* *Math Interventionist*
Nursery Road Elementary	*Reading Recovery®*

Title I *funds will be expended for teachers' salaries, benefits, classroom supplies, parent involvement meetings, and professional development opportunities.*

Program Purposes:

(As stated in Federal Regulations)

Programs that provide extended learning time for disadvantaged children to assist in the acquisition of performance standards expected for all children. Programs may include extended school year; before- and after-school or summer programs; and, accelerated, high-quality curriculum including applied learning. Programs should minimize removing children from the regular classroom during regular school hours for instruction and should coordinate with and support the regular education program in the classroom. Programs supported by Title I funds may also include counseling, mentoring, and other pupil services; college and career awareness and preparation; services to transition students from school to work; services to assist preschool children; and, professional development opportunities to provide teachers with strategies to use in the classroom and with promoting parental involvement in their children's education.

district five
OF LEXINGTON & RICHLAND COUNTIES

Title II, Part A Program
Improving Teacher Quality
No Child Left Behind
2010-2011 Proposed Budget

2010-2011 PROGRAM PROPOSAL

FY 10-11 (***Projected*** New Grant) Funds	$ 312,000
FY 09-10 (***Projected*** Carryover) Funds	20,000
TOTAL 10-11 ***PROJECTED*** FUNDS	**$ 332,000**

Program Purposes:

Per our District's Strategic Plan, Title II monies will be used to support the District Literacy Initiative, Professional Development, Paraprofessional Training and the Content Area needs.