Agenda

Board of Trustees
Regular Meeting
Location: Spring Hill High School, Multipurpose Room
Video Livestream: https://lexrich5.rev.vbrick.com/#/webcasts/boardmeeting

October 12, 2020

1. Call to order at 6:00 p.m.

2. Approval of the agenda

3. Enter Executive Session to consider the following:
   a. Selected employment items (*Exhibit A*) (Action)
   b. Selected employment items (*Exhibit B*) (Information Only)
   c. Request for Instruction at a Place Other Than School (*Exhibit C*)

4. Call to order at 7:00 p.m.

5. Welcoming remarks – Michael Cates, Chairman, Board of Trustees

6. Invocation – Nikki Gardner, Board of Trustees

7. Pledge of Allegiance – Nikki Gardner, Board of Trustees

8. Superintendent's Report (Action as necessary)
   - Office of Finance and Operations
     - FY 2020-2021 General Fund Budget Amendment
   - 2020-2021 School Reentry Overview: Part VII

9. Approval of the minutes of the September 28, 2020 board meeting

10. Public Participation*

ACTION AGENDA

11. Action as Necessary or Appropriate on Matters Discussed in Executive Session

DISCUSSION AGENDA

12. Discussion and First Reading of proposed revisions to Policy IC "School Year" *(Exhibit D)*

13. Office of Planning and Administration
    - Update on Progress and Processes of Growth Forecasting and Redistricting Services by Milone and MacBroom, Inc.

14. Adjourn

INFORMATION AGENDA

15. The next regular scheduled board meeting will be November 16, 2020. Location to be determined.

**The Board welcomes and encourages public participation. We respectfully ask that you adhere to the procedures and the decorum provided in board policy BEDH "Public Participation at Meetings". Your comments should be limited to three minutes. Questions asked during public participation will be handled in accordance with board policy BEDH.*

COVID-19 NOTICE: Due to federal and state social distancing guidelines, seating capacity at our school board meeting will be limited. The district will live stream board meetings to provide virtual viewing options. Masks will be required in accordance with a Richland County ordinance.

Minutes
Board Meeting – September 28, 2020

The Board of Trustees of School District Five of Lexington and Richland Counties conducted an in-person meeting at Dutch Fork High School with the following members present:

Mr. Michael Cates, Chairman
Ms. Beth Hutchison, Vice Chairman
Mr. Robert Gantt, Secretary
Mrs. Nikki Gardner
Mrs. Jan Hammond
Mr. Ken Loveless
Mr. Ed White
Dr. Christina Melton, District Superintendent

The following staff members attended in person or virtually via video/phone conference call:

Mrs. Katrina Goggins, Director, Office of Communications
Mr. Michael Guliano, Chief Instructional Officer
Dr. Michael Harris, Chief Planning and Administrative Officer
Dr. Allison Jacques, Chief Human Resources Officer
Mr. Len Richardson, Chief Finance Officer

A livestream video link was provided to the public for the meeting.

Chairman Cates called the meeting to order at 7:08 p.m. and offered welcoming remarks. Mr. Cates recognized Dr. Allison Jacques, Chief Human Resources Officer, on her retirement.

Mr. Robert Gantt, Secretary, gave the invocation and also led the Pledge of Allegiance.

During the Superintendent's Report, Mrs. Cassy Paschal provided a report announcing the mascot for Piney Woods Elementary School would be the Purple Martin. Dr. Christina Melton provided an update entitled: *2020-2021 School Reentry Overview: Part VI*, which highlighted reentry for the 2020-2021 school year and introduced Phases II, III, and IV.

The minutes of the September 14, 2020 board meeting were presented and approved.

During public participation, the following people spoke regarding school reentry: Sara Sawyer (student), Anna Grace Mensch (student), Chad Stefaniak, Jennifer Weed, Chase Sternenberg, Stacey Price, Jennifer Zingmark, Mark Ebert, Toshia Addison, and Jack Mensch. Dr. Jim Mensch and Debbie Goodman spoke in support of Dr. Melton, staff and board members. Hugh Ryan spoke about COVID-19 DHEC data. Brian

Bildrow spoke regarding board policy. David Clifton spoke regarding board leadership. Mark Ebert spoke regarding transparency and accountability.

ACTION AGENDA

Action was taken as necessary or appropriate on matters discussed in Executive Session: Selected employment items shown in Exhibit B, for Action; and, selected employment items shown in Exhibit C, for Information Only.

Action was taken on Dr. Melton's evaluation and an outstanding evaluation was noted, as well as an amendment to extend Dr. Melton's contract by one year, through June 30, 2023.

DISCUSSION AGENDA

Discussion regarding district legal services took place between board members and Mr. Mike Montgomery, with Montgomery and Willard, LLC. The topic of board members receiving campaign contributions from attorneys was discussed and information for the record was submitted by Mr. Cates and Ms. Hutchison.

Discussion regarding district construction (not to include Piney Woods Elementary School) took place. Consultant Dan Neal was in attendance to answer construction questions from the board. Mr. Neal also offered a statement regarding his recent resignation, which was submitted for the record by Mr. Cates. Discussion regarding construction at Chapin High School and Irmo High School took place with items for the record being submitted by Mr. Loveless and Mr. White. A discussion regarding the Derrick Pond property took place with items for the record being submitted by Ms. Hutchison.

The meeting was adjourned at 10:56 p.m.

INFORMATION AGENDA

The next regular scheduled board meeting will be October 12, 2020. Location to be determined.

Record of Voting

School District Five
of
Lexington and Richland Counties

Meeting of September 28, 2020

	Cates	Gantt	Gardner	Hammond	Hutchison	Loveless	White
1. M. Hutchison S. Gantt Approve the agenda	X	X	N	X	X	N	X
M. Loveless S. Gardner Motion to amend the agenda to postpone discussion of agenda item #12 to Board Meeting of 9/28/20. I make the motion to amend the agenda to postpone discussion of the superintendent's evaluation until a later date.	N	N	X	N	N	X	N
2. M. Hutchison S. Loveless Enter Executive Session to consider the evaluation of the superintendent for 2019-2020, Exhibit A; selected employment items, Exhibit B, Action; and Exhibit C, Information	X	X	X	X	X	X	X
3. M. Hutchison S. Gantt Approve the minutes from the September 14, 2020 board meeting	X	X	X	X	X	X	X
4. M. Hutchison S. Gardner Approve selected employment items as shown in Exhibit B	X	X	X	X	X	X	X
5. M. Hutchison S. Hammond Mr. Chairman, after reviewing Dr. Melton's report on the District's progress, and hearing the Board members' comments this evening regarding Dr. Melton's performance, I move that we conclude as a Board that Dr. Melton receive an outstanding evaluation for the 2019-2020 school year. I further move that as a result of Dr. Melton's overall outstanding evaluation, that Dr. Melton's employment contract	X	X	X	X	X	X	X

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

with the District be extended by one year, or through June 30, 2023.								
6. M. Gardner S. Hammond Adjourn at 10:56 p.m.		X	X	X	X	X	X	X

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- I am a retired Navy Captain who commanded and who retired as the Assistant Chief of Civil Engineers for the entire Navy.
- I have three master's degrees and have been a PE in SC since 1982
- I ran operations in RSD 2 which included construction, facility maintenance and repair, food services, security, and transportation.
- I was the South Carolina Area Manager for a large international engineering firm whose projects included the design of the Ravenel Bridge in Charleston
- The Governor has appointed me to the SC Procurement Review Panel
- I was also on the RSD 2 school board and the last year I served I was the vice-chair of an effective board.
- I believe that I understand what a board and each member need to do.
- Dr. Hefner called me over 5 years ago and asked me if I could give him a day or two a week for a couple of months to help solve three issues at the Chapin HS addition project:
    - The inconsistent brick color
    - The slope in the football and soccer practice fields
    - The poor quality metal siding
- My tasking then went on to completing the renovations to Irmo HS, the completion of Chapin Middle School, the replacement of the siding at Chapin High, and the eventual addition of the third wing at Chapin Middle School.
- Dr. Melton asked me to stay on and work the design and construction of what was then ES 13

Attachment #1, pg 1 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Michael Cates pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

– Dan Neal
pg. 1

- We worked through the Architect and CM@R contractor selections and are well on our way to delivering a state of the art school that will outlive us all
- When Dr. Hefner asked me to come and help 5 years ago, I told him I would do it if I had Board support and the work was rewarding
- Until recently that was the case
- I find that today I spend more time answering trivial questions by those who want to find fault and it detracts from the project
- When I was a Board member I understood that:
    - I had no authority as an individual
    - I chose not to visit construction projects unless I was invited by the administration and that was rare
    - I understood that it was not my job to supervise construction, but rather to support those who do
- Last Thursday I gave Dr. Melton my resignation in accordance with my ageement
- I am proud that I was able to work with the superb men and women in the District Administration, and the best K-12 architects and contractors in South Carolina
- Mr. Chairman, thank you for this personal privilege

– Dan Neal

pg. 2

Attachment #1, pg 2 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Michael Cates pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Cates pg 1

From: Michael H. Montgomery mhm@montgomerywillard.com
Subject: FW: Ethics Advisory Opinion 92-019
Date: September 17, 2020 at 8:35 AM
To: Michael Cates michaelcates@lexrich5.org
Cc: csmelton@lexrich5.org, Cristy M. Bradley cbradley@montgomerywillard.com

Mr. Cates:

I'm not sure if you'd like a longer explanation, or this will be in line with the type letter that you'd like fo me to send. Please let me know. Have a great day.

Shortly after S.C. Code Ann. 8-13-1342 was enacted, the Attorney general inquired about the propriety of individual attorneys that worked for firms that participated in the AG's Associate Counsel Program. That program is managed like school district attorneys Firms respond to requests for qualifications and are approved to be on a list which doe not guarantee work. As attorneys are required, law firms are selected from the list to perform work depending upon qualifications and availability. Individual attorneys then do the work. The Ethics Commission opined that contributions from those individual attorneys were appropriate.

The Commission's holding stated that "The Commission does not believe that the General Assembly intended to restrict campaign contributions to the extent that employees of companies that contract with the State would be prohibited from making a campaign contribution. Accordingly, the Attorney General's campaign may accept campaign contributions from lawyers and employees of firms that receive contracts to provide legal services under the Attorney General's Associate Counsel Program."

This opinion indicates that the Commission would likewise find it appropriate for lawyers and employees of firms that are on a School District's approved list of attorneys are legally and ethically able to contribute to School Board Candidates.

#1, pg 3
Attachment ___ is included with the minutes of the 9/28/2020 meeting, at the request of Board member Michael Cates pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Mike

Michael H. Montgomery | mhm@montgomerywillard.com
Montgomery Willard, LLC | (803) 753-6484 (direct)
1002 Calhoun Street (29201) | (803) 779-3500
Post Office Box 11886 | (803) 799-2755 (Fax)
Columbia, South Carolina 29211 | www.montgomerywillard.com

AV PREEMINENT

2020 TOP 100

NOTICE: THIS BLOCK DOES NOT AND IS NOT INTENDED TO CONSTITUTE AN ELECTRONIC SIGNATURE PURSUANT TO E-SIGN 15 USC 7001 et. seq. OR UETA, S.C. Code Ann. Section 26-6-10 et. seq.

THE INFORMATION TRANSMITTED IS INTENDED ONLY FOR THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN CONFIDENTIAL OR PRIVILEGED MATERIAL. ANY REVIEW, RETRANSMISSION, DISSEMINATION OR OTHER USE OF, OR TAKING OF ANY ACTION IN RELIANCE UPON, THIS INFORMATION BY PERSONS OR ENTITIES OTHER THAN THE INTENDED RECIPIENT IS PROHIBITED. IF YOU RECEIVED

Attachment #1, pg 4 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Michael Cates pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Cates 2

SEC AO92-019

December 18, 1991

SUBJECT: ATTORNEY GENERAL RECEIVING CAMPAIGN CONTRIBUTIONS FROM LAWYERS

SUMMARY: The Attorney General is not prohibited from accepting contributions from lawyers in general. Section 8-13-1342 does not prohibit lawyers or employees of law firms who participate in the Associate Counsel program from contributing to the Attorney General.

QUESTION: The Attorney General has requested the State Ethics Commission to determine whether its conclusion in Advisory Opinion SEC 91-063 remains unchanged and in compliance with the new ethics statute.

DISCUSSION:

This opinion is rendered in response to a letter dated November 8, 1991 requesting an opinion from the State Ethics Commission. The Commission's jurisdiction is limited to the applicability of the State Ethics Act (Act No. 248 of 1991; Section 8-13-100 et. seq., 1976 Code of Laws). This opinion does not supersede any other statutory or regulatory restrictions or procedures which may apply to this situation.

Under the Ethics, Government Accountability, and Campaign Reform Act of 1991, many provisions dealing with this question have remained virtually unchanged from the State Ethics Act (Act No. 191 of 1975). Section 8-13-705 prohibits the offer or acceptance of anything of value to influence an official action. Section 8-13-705 provides:

> (A) A person may not, directly or indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with the intent to:
> (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
> (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
> (3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official's, public member's, or public employee's official responsibilities.
> (B) A public official, public member, or public employee may not, directly or indirectly, knowingly ask, demand, exact, solicit, seek, accept, assign, receive, or agree to receive anything of value for himself or for another person in return for being:
> (1) influenced in the discharge of his official responsibilities;
> (2) influenced to commit, aid in committing, collude in, allow fraud, or make an opportunity for the commission of fraud on a governmental entity; or
> (3) induced to perform or fail to perform an act in violation of his official responsibilities.

Attachment #1, pg 5 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Michael Cates pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Cates 3

SEC AO92-019

December 18, 1991

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> (1) influence the discharge of a public official's, public member's, or public employee's official responsibilities;
> (2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
> (3) induce a public official, public member, or public employee to perform or fail

For the Record - by Beth Hutchison 9/21/2020

Attachment #2, pg 1 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Beth Hutchison pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Approval of contract to buy Derrick Pond property

APRIL 12 MINUTES

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES
Meeting of April 12, 2010

			BAUMGARDNER	HUTCHISON	FERRELL	GANTT	HAMMOND	SLOOP	WHITE
8	M. Hutchison	S. Hammond	X	X	X	AB	X	X	X
	Approve that the administration can move forward on the contractual matter								
9	M. Ferrell	S. Baumgardner	X	X	X	X	X	X	X
	Approve the textbook adoption recommendations (Exhibit D)								
10	M. Ferrell	S. Hammond	X	X	X	X	X	X	X
	Approve second reading of the FY 2010-11 capital budget in the amount of $12,594,971 (Exhibit E)								
11	M. Hammond	S. Baumgardner	X	X	X	X	X	X	X
	Approve the resolution commending the Arbor Day committee of Irmo and the Town of Irmo (Exhibit F)								
12	M. Ferrell	S. Baumgardner	X	X	X	X	X	X	X
	Adjourn at 9:45 p.m.								

A = Absent
AB = Abstain
X = Yes

8. M. Hutchison S. Hammond X X X AB X X X
Approve that the administration can move forward on the contractual matter

Voted to purchase Derrick Pond Property

1. Ellen Baumgardner
2. Beth Hutchison
3. Roberta Ferrell
4. Jan Hammond
5. Ed White
6. Carol Sloop

Abstain - 7. Robert Gantt

MONTGOMERY WILLARD, LLC

- April 12, 2010 – School District Five enters Contract to purchase 47.42 acres pending due diligence. Dr. Berg signs contract
- Previously district had looked at Site another location. This contract substituted earnest money for that parcel.
- This appears to have been approved by the Board on a 6-0 vote (Gantt abstained) on April 12, 2010.
- Purchase price $592,750.00 ($12,500/acre)(Original asking price was $830,000)
- 120 day due diligence period
- District Real Estate Agent Pendleton Grove / Colliers Keenan

TIMELINE OF PROPERTY PURCHASE



Attachment #2, pg 2 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Beth Hutchison pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

LOVELESS FROM 9/28/2020 BOARD MEETING
EXHIBITS

Attachment #3, Pg 1 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Date of Last Vote on Elementary School #13

Minutes/December 9, 2019

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

Mr. Robert Gantt, Chairman
Ms. Beth Hutchison, Vice Chairman
Mr. Michael Cates, Secretary
Mrs. Nikki Gardner
Mrs. Jan Hammond
Mr. Ken Loveless
Mr. Ed White
Dr. Christina Melton, District Superintendent

The following staff were in attendance:

Mrs. Katrina Goggins, Director, Office of Communications
Mr. Michael Guliano, Chief Instructional Officer
Dr. Michael Harris, Chief Planning and Administrative Officer
Dr. Allison Jacques, Chief Human Resources Officer
Mr. Len Richardson, Chief Finance Officer

Chairman Gantt called the meeting to order.

The Invocation was given by Jan Hammond, Board of Trustees. The Pledge of Allegiance was led by Luci Vasquez and Bryson Mack, fourth grade students at Chapin Elementary School.

The Board conducted the School Board Spotlight.

A welcome and brief overview of Chapin Elementary School was given by Jesse Hutchinson, Principal.

During the Superrintendent's Report, Matthew Hodges, Burkett Burkett & Burkett, presented the Comprehensive Annual Financial Report FY2019 (Exhibit C).

During the public participation time, C. Connor Addy spoke regarding the budget; Judy Kletter spoke regarding safety, curriculum, teachers; Kim Murphy spoke regarding Chapin High School; Susan Baker spoke regarding the new elementary school; Donald Kenney spoke regarding raise in cost to rent district facilities; Liesha Huffstetler spoke regarding costs; Matt Hogan spoke regarding road closure; Cynthia Hope Clark spoke regarding public concern of trust re: budget; Jondy Loveless spoke regarding project budgets; Erin Long Bergeson spoke regarding planning; Charli Wessinger spoke regarding the district; and Bob Wolff spoke regarding Irmo Middle School.

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

Attachment #3, pg 2 is included with the minutes of the 12/9/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of December 9, 2019

	CATES	GANTT	GARDNER	HAMMOND	HUTCHISON	LOVELESS	WHITE
1. M. Hammond S. Hutchison Approve the agenda	X	X	X	X	X	X	X
2. M. Hutchison S. Loveless Enter executive session to consider the following : a) selected employment items (Exhibit A) (Action); and b) selected employment items (Exhibit B) (Information Only)	X	X	X	X	X	X	X
3. M. Cates S. Loveless Approve the minutes of the November 11, 2019 board meeting	X	X	X	X	X	X	X
4. M. Hutchison S. Cates Approve the selected employment items (Exhibit A) (Action)	X	X	X	X	X	X	X
5. M. Cates S. Hutchison I move that the Board approve the Administration executing Amendment 2, the Building Guaranteed Maximum Price Amendment to the CM at Risk Contract for Elementary School 13 as presented in our Agenda Materials. I further move that we authorize the Administration to contract for the Base Guaranteed Maximum Price of $22,319,655.00 plus all of the recommended enhancements including the Schoolguard® Exterior Glazing option for an additional $343,217.00; the Horizontal Vertical Exterior Sun Shades for an additional $105,425.00; the Pre-K/K Pop up Clerestory Feature for $100,098.00, and the Extended Car Rider Canopy for $94,200.00. The total additional cost of these Enhancements is $642,940.00 which results in a GMP including approved enhancements of $ 22,962,595.00.							

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

Attachment #3, Pg 3 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of December 9, 2019

		CATES	GANTT	GARDNER	HAMMOND	HUTCHISON	LOVELESS	WHITE
	M. Hutchison S. Gardner Amend to delete the Pre-K/K Pop up Clerestory Feature for $100,098.00	X	No	X	X	X	X	No
	M. Loveless S. Hammond I would like to make the following amended motion on the floor for agenda item #14 of the December 9, 2019 meeting. The total costs of the project including owner's contingency, architect's fees, land closing related fees, cost of the land, due diligence fees, site surveying and investigations, insurance, Owner's FFE and the like exceed the funds approved on December 10, 2018 ($30,000,000.) by more than 10%. Therefore, I make the motion that we follow our procurement code to reduce the total spending for this project to the lesser of: A) a maximum construction expenditure which would render the total project cost including but not limited to all items above to be less than or equal to the total net proceeds of General Obligation Bonds, Series 2019B or B) the original budget for construction included in the architect's contract approved December 10, 2018.	No	No	No	X	No	X	No
	Vote on original motion as amended (total GMP $22,862,497.00)	X	X	X	No	X	No	X
6.	M. Hammond S. Gardner Adjourn at 10 :21 p.m.	X	X	X	X	X	X	X

Voted yes on ALT Motion which limited borrowing.

Voted No

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

Attachment #3, pg 4 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

AIA Document A401™ – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the Eleventh day of February in the year Two Thousand Twenty
(In words, indicate day, month and year.)

Date of Subcontract which is after last Vote

BETWEEN the Contractor:
(Name, legal status, address and other information)

Contract Construction, Inc.
1125 Bickley Road
Irmo, South Carolina 29063

and the Subcontractor:
(Name, legal status, address and other information)

Loveless Commercial Contracting, Inc.
1821 State Street
Cayce, South Carolina 29033

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: February 6, 2020

with the Owner:
(Name, legal status, address and other information)

South Carolina Law Enforcement Division
Department of Administration
921 Main Street
Columbia, South Carolina 29201

for the following Project:
(Name, location and detailed description)

SLED Forensic Services Laboratory – State Project No. D50-9976-CB)
4700 Broad River Road
Columbia, South Carolina 29210

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

LS3P Associates Ltd.
701-A Lady Street
Columbia, South Carolina 29201

The Contractor and the Subcontractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference.

Date Subcontract received back signed from Contractor

RECEIVED
MAR 12 2020
LOVELESS
Commercial Contracting, Inc

Init. /

AIA Document A401™ – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:55:52 ET on 02/11/2020 under Order No.3651002705 which expires on 10/10/2020, and is not for resale.
User Notes:
(1764774711)

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

.1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;

.2 Prime Agreement between the Owner and Contractor, including all exhibits thereto

.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:

.4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A – List of Specifications
Exhibit B – List of Drawings
Exhibit C – List of Addenda
Exhibit D – Sample Certificate of Insurance
Exhibit E – Consent of Surety Company to Partial Payment
Exhibit F – Sample Bond Forms
Exhibit G – W9 Form
Exhibit H – Payment Application
Exhibit I - Parking Permit Form

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
Greg Hughes (President) Kyle Farley (Vice President) *(Printed name and title)*	KENNETH B. LOVELESS, PRESIDENT *(Printed name and title)*

Attachment #3, pgs is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

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User Notes:

(1784774711)

State of South Carolina
State Ethics Commission

CHILDS C. THRASHER, CHAIR
DONALD GIST, VICE CHAIR
BRIAN M. BARNWELL

AJ HOLLOWAY
DON JACKSON
BRANDOLYN THOMAS PINKSTON

201 EXECUTIVE CENTER DRIVE, SUITE 150
COLUMBIA, S.C. 29210

MEGHAN L. WALKER
EXECUTIVE DIRECTOR

September 25, 2020

Attachment #3, pg 6 is included with the minutes of the 9/25/2020 meeting at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

VIA ELECTRONIC MAIL ONLY
Kenneth B. Loveless
228 Lookout Pointes Drive
Chapin, SC 29036
ken@lovelesscontracting.com

Re: Informal Opinion Request

Dear Mr. Loveless:

Thank you for your request for an informal opinion from the State Ethics Commission (Commission). An informal opinion is the opinion of Commission staff, taking into consideration any applicable formal opinions, law, and/or judicial decisions. Please be advised that an informal opinion is not binding on the Commission. Additionally, the Commission's jurisdiction is limited to the applicability of the Ethics, Government Accountability, and Campaign Reform Act of 1991 (Act). This opinion is based solely on the facts relayed by you and does not supersede any other statutory or regulatory restrictions or procedures which may apply to this situation. A failure to disclose relevant information may void the opinion.

ISSUE

On September 21, 2020, you presented the following in an e-mail:

> I am an elected member of the Lexington-Richland District Five Board of Trustees. The company for whom I am employed as President, Loveless Commercial Contracting, Inc., from time to time subcontracts work from general contractors. I understand that our company can neither bid upon nor construct projects either as subcontractor or a general contractor for District Five. Loveless Commercial Contracting, Inc. has never done so.
>
> If my employer, Loveless Commercial Contracting, Inc. is awarded a project outside of District Five such as an upcoming project at E.L. Wright Middle School in Richland District No. 2 as a subcontractor for a general contractor who does

business with District Five, what ethics path in reference to voting upon matters that effect the general contractor with whom Loveless contracts should I follow?

LAW

Section 8-13-700 states, in part:

> (A) No [public official] may knowingly use his official [office] to obtain an economic interest for himself, a family member, an individual with whom he is associated, or a business with which he is associated . . .
>
> (B) No [public official] may make, participate in making, or in any way attempt to use his [office] to influence a governmental decision in which he, a family member, an individual with whom he is associated, or a business with which he is associated has an economic interest. A [public official] who, in the discharge of his official responsibilities, is required to take an action or make a decision which affects an economic interest of himself, a family member, an individual with whom he is associated, or a business with which he is associated shall:
>
> (1) prepare a written statement describing the matter requiring action or decisions and the nature of his potential conflict of interest with respect to the action or decision;
>
> . . .
>
> (4) if he is a public official, other than a member of the General Assembly, he shall furnish a copy of the statement to the presiding officer of the governing body of an agency, commission, board, or of a county, municipality, or a political subdivision thereof, on which he serves, who shall cause the statement to be printed in the minutes and require that the member be excused from any votes, deliberations, and other actions on the matter on which the potential conflict of interest exists and shall cause the disqualification and the reasons for it to be noted in the minutes.

Section 8-13-100(4) defines "business with which he is associated" as:

> [a] business of which the person or a member of his immediate family is a director, an officer, owner, employee, a compensated agent, or holder of stock worth more than one hundred thousand dollars or more at fair market value and which constitutes five percent or more of the total outstanding stock of any class.

DISCUSSION

Based on the facts presented, the general contractor for which Loveless Construction subcontracts is a "business with which [you are] associated" for purposes of the Ethics Act. This means that whenever you are faced with a scenario in which the general contractor has an economic

#3 Pg 7
Attachment ___ is included with the minutes of the 9/28/2020 meeting, at the request of Board member Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

interest, you must recuse yourself from that matter following the instructions in Section 8-13-700(B). There is no outright prohibition against Loveless Construction performing subcontracting work for this general contractor; rather, Section 8-13-700(B) must be followed in instances where the general contractor has an economic interest. Thank you for contacting the Commission. If you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

Courtney M. Laster

Courtney M. Laster
General Counsel

Attachment #3, Pg 8 is included with the minutes of the 9/25/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

September 28, 2020

Spending Because of Poor Planning 2008 Bond Referendum

1) Change Order to Cummings-Southern Management Group... Construction Manager*

*Gave Change Order even though only 8 of scheduled 9 school project happened

$518,221.65 ($234,000.00 attributed to alleged delay claim)

2) Derrick Pond Elementary never built

Architect $600,000.00

Land purchase $565,000.00

Construction manager to do due diligence $60,000.00

Legal fees for Due Diligence $ 30,000.00+

$1,255,000.00

Attachment #3, pg 9 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

3) Change order Audit Never Presented to the Public

Auditor $10,000.00

Lawyer to make Audit an attorney work product $50,000.00

Total $60,000.00

4) Rock (Unclassified Excavation) The Center and SHHS Projects

Terminate Palmetto Grading $378,000.00

Upcharge to go to second bidder after project awarded to Palmetto because Palmetto was due to be paid additional funds under a rock clause $500,000.00

"Change order" given to succeeding contractor to remove soils (rock) $561,877.00

Legal fees associated with termination $35,000.00+

Total $1,474,877.00

5) Additional amount paid Chapin High School over and above contract amount even though project was never completed

$739,000.00 paid China + Attorney fees $100,000.00

Total $839,000.00

6) New siding removed and replaced Chapin High School after project completion

Amount paid China Construction $650,000.00

Amount Paid MAR to replace $2,189,200.00

Less a value of siding $650,000.00 = $700,000.00 "enhancements" = ($1,350,000.00)

Total $1,489,200.00

7) Estimate of additional construction cost because Chapin Middle School built too small

Architecture fees, time related construction costs and escalated construction costs approximately **$1,000,000.00**

Sub Total $6,636,298.65

8) Finance Costs $6,536,298.65 for 20 years @3%=$5,364,699.80

Total Cost $12,083,073.95

Attachment #3, pg10 is included with the minutes of the 1/25/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Blown Budgets Recent Construction Projects District 5

Piney Woods Elementary School **$2,519,000.00**

Chapin Middle School Addition **$3,100,000.00**

Chapin High School **$11,000,000.00**

Irmo High School Fine Arts Center **$12,000,000.00**

Soils conditions at SHHS and The Center **$ 2,639,000.00**

Total $31,258,000.00

Attachment #3, pg 11 is included with the minutes of the 11/23/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

jondy Loveless

From: William F. Halligan <bhalligan@childs-halligan.net>
Sent: Friday, April 04, 2014 4:39 PM
To: ebaumgardner@sc.rr.com; ganttrw@bellsouth.net; jondy1120@bellsouth.net; jimturnjr@gmail.com; efh@sc.rr.com; thewhites@sc.rr.com
Cc: shefner@lexrich5.org; Keith R. Powell
Subject: Update
Attachments: MEM Board.pdf

Ladies and Gentlemen:

Attached is a memorandum updating you on the status of the construction matters we have been working on - the contract adjustment with Southern Management and the change order audit. I will be there for the executive session Monday, and I look forward to your questions and concerns. Best regards.

Bick

WILLIAM F. HALLIGAN, ESQ.
CHILDS & HALLIGAN, P.A.
P.O. BOX 11367
COLUMBIA, SC 29211
(803) 254-4035
bhalligan@childs-halligan.net

CONTRACT WITH CUMMINGS - SOUTHERN MANAGEMENT WAS CHANGED EVEN THOUGH THEY WERE NOT "LIVING UP TO THIS PART OF THE CONTRACT".

NOTICE: This e-mail may contain information that is PERSONAL AND CONFIDENTIAL, NON-DISCLOSABLE AND PROTECTED BY ATTORNEY/CLIENT PRIVILEGE. If you have received this e-mail in error, this does not constitute permission to examine, copy or distribute the accompanying material. If you receive this message in error, please notify us by telephone as listed above immediately.

Attachment #3, pg 12 is included with the minutes of the 4/28/2020 meeting at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

jondy Loveless

From: Beth Watson <efh@sc.rr.com>
Sent: Tuesday, June 17, 2014 9:37 PM
To: 'jondy1120'
Subject: RE: FW: Audit- Confidential

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Attachment #3, pg 13 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Not to my knowledge.

From: jondy1120 [mailto:jondy1120@bellsouth.net]
Sent: Tuesday, June 17, 2014 6:28 PM
To: Beth Watson
Subject: RE: FW: Audit- Confidential

After reviewing, has Southern Management/Cummings or anyone else that not on this board seen any final report, draft , work papers , summaries or other documents related to it ?

Sent from my Verizon Wireless 4G LTE Smartphone

-------- Original message --------
From: Beth Watson
Date:06/17/2014 12:16 AM (GMT-05:00)
To: Jondy Loveless
Subject: FW: Audit- Confidential

Jondy,
We can chat tomorrow, but I wanted to make sure you saw the email response that I sent to Jim (and Robert and Ellen, who were copied on the email to me). As you will see, I bring up some new information in this email about the audit that I didn't know when I talked to you earlier today. Here is Jim's email to me, that he sent tonight.. It is followed by my response to him, copied to Robert and Ellen, since they were included on Jim's email.

Also, I finally remembered to send you a copy of the audit report that Bick gave to each of us at the April 7 board meeting in executive session. It is attached to this email. If you can't open it, let me know and I will print a hard copy for you. Please go over this memo from Bick and make notes on his summary where you have questions and concerns. That will be helpful when we go over the results of the audit with our auditors (see below.)

hidden in Exec Session Not reported to public

...ail from Jim sent earlier tonight:

Beth, as I recall, it was during an ex session meeting not attended by

copy of the audit, that we paid for, to SM that she believes would be detrimental to the district. I'm concerned because I do not know what is going on with all of this. Ed talks about meetings he's in with you and maybe Robert about change orders,but as a board we're not discussing those meetings. Putting this in with what's going on at Chapin, it's a whole bunch of "balls in the air". Can we have an update on all of this Monday? I believe we gave the folks at the meeting until some time in July to report back.
Thanks, Jim

Cummings
Southern Management

Attachment #3, pg 14 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Below is my response:

-----Original Message-----
From: Beth Watson [mailto:efh@sc.rr.com]
Sent: Tuesday, June 17, 2014 12:00 AM
To: 'Jim Turner'; Robert Gantt; Ellen Baumgardner
Subject: RE: Audit- Confidential

Jim,

You are exactly right - there are a lot of "balls in the air." I think that is a great idea of have an update at the executive session next week. As I see it, there are three big issues we are dealing with, with a lot of complicated parts to each issue.

1. The first is the concern about the change orders and making sure that we can get all of them correct - which is why we asked for an audit in the first place.

In an officer's meeting, we talked about the need to talk to Southern Management/Cummins about the change orders and the audit results. We are all concerned with the amount of money we have spent on attorney's fees to sort through this construction dilemma and didn't want to spend more money for an attorney to have this initial meeting with Southern Management/Cummins about the audit and the results. While Ed cannot represent us as an attorney, he does have an understanding of contracts and has partners who deal with this. Ellen graciously agreed to have Ed at the meeting with Jeff and Chris instead of her, as the board secretary. This issue with the change orders and Cummins' responsibility is still in the very early stages. But, it is critical that we make sure all of the change orders are correct and that was the main emphasis of the meeting last Monday morning, the same day as our board meeting. The main take-away is that our contract with Cummins requires them to prepare all change orders and we do not believe they have lived up to this part of the contract. It is

definitely an issue that the entire board has to address. At that meeting, after hearing us talk about the results of the audit, Jeff and Chris seemed pretty shocked. They asked if they could see the audit in order to better understand the problems. At that table, Dr. Hefner, Ed, Robert and I felt that it was a reasonable request to let Cummins see the audit of their work, since I think our goal is to make sure Cummins corrects their mistakes. A simplified comparison of my thought process when this request was made is that this situation is very much like an editor showing the writer the problems in his manuscript and telling the writer to make the corrections as marked and then re-submit the work.

Jondy expressed her concern about Cummins seeing the audit. I did talk to Bick today (kept it to 15 minutes!) to ask him for the copy of the audit. While I had him on the phone, I asked Bick if he thought there would be a problem or downside with Cummins seeing the audit. I explained that there are two viewpoints among the board members. No one wants to jeopardize our school district in any way, so it is a good question to ask. He didn't give me an immediate answer and said he would give it some thought.

But, what I learned in my brief conversation with Bick is that we will have to go to the auditor's office if we want to see the details of the audit, which I am certain is what we want to see after all of this. Bick says the audit document (memo?)that he has is most likely not what we want to see, since it doesn't contain too many details. My assumption is that the memo that Bick gave us at the executive session on April 7 at Irmo High School came straight from the synopsis that the auditors sent him.

I have already asked Jondy to review the audit with Len Richardson and me. We can have one more board member at this session with the auditors. If the remaining three board members want to meet with the auditors at their office on Huger St., in a separate meeting, that would be great. The more 'brains" we have studying this complicated issue, the better. Jim, Robert and Ellen, please let me know if you want to attend the meeting with Jondy, Len and me. We don't have a date since I just learned about the need to go to the auditor's office today around noon. In fact, I haven't had a chance to talk to Jondy to let her know the latest about the review of the audit, so I will call her first thing in the morning. We will then have Sybil coordinate a time to meet at Derrick, Stubs, et al.

As far as the question of whether or not this was a true audit, I would say it was a true audit. But, I know the real question is whether or not the auditors were qualified to do a construction audit. I don't know the answer to that. I think the meeting(s) with board members (and Len) and the auditors should give us an idea of whether or not we received the construction audit we asked for. This is where Jondy's knowledge will be very useful - she knows what a construction audit should cover and she can ask those questions to our auditor.

The second big issue is making sure that Chapin High School as well as Irmo and Dutch Fork open as planned in August. Keith brought to Dr. Hefner his concern that the contractor didn't seem to understand the urgency of

Attachment #3 4/9/15 is included with the minutes of the 4/28/2020 meeting, at the request of Board member Len Vorhees pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

getting the buildings completed this summer. As you know, if the buildings aren't ready, it creates a logistical nightmare for each school and the district office. If I were to prioritize the three issues, this is at the v top of the list of what has to be done immediately to ensure that the contractor meets his deadline. I know Dr. Hefner feels this is the most pressing and timely issue regarding our construction projects.

3. The third big issue is the problem with construction at Chapin, that we discussed with Cummins and Stevens & Wilkerson on Monday night. We asked in our meeting that Cummins and S&W get together and bring us a recommendation for fixing the issue we brought up. I followed up with Jeff last week and asked him to make a report to the board in executive session at our meeting on Monday, June 23. This third issue is timely as well, since this summer there will be lots of work done at Chapin. We want to make sure what they do this summer is correct. And then we have to decide on the brick and the metal siding.

Jim, to answer your question about "meetings" with Ed and Robert. There has only been the one meeting in which Ed was involved that wasn't a meeting with the whole board and it is the one I described earlier in this email, that took place last Monday morning. That evening, we were so consumed in executive session and then afterwards on the building itself that I didn't have time to comprehensively report on the earlier meeting. I am pretty sure that I gave a brief overview of the purpose of that meeting and then as you note, the morning meeting was referenced several times that evening.

I certainly want every board member up-to-date on what is going on with the three issues I have listed above. As I said, each of those issues has many parts that have to be addressed as well. We will spend time next Monday with Jeff and I hope, Stevens & Wilkerson.. I can then give a review of where we stand, which is pretty much what I have written in this email. But, depending on when we can get down to the auditor's office, we may have an update in that area. We are only scheduled to have one board meeting in July and one in August, so there may be a need for a special-called meeting just to discuss these issues as we get more information.

It has been helpful for me to write all of this down tonight. (It is late, so please overlook grammatical and other errors.) There are so many issues that we need to address so I would like each board member to write down what they see as the issues. As we approach this with more vigor than we have since April 7th's meeting, we need a game plan and we need to make sure all of our questions/concerns are on the table. I will share this email with Ed and Jondy, so they are on the same page as the three of you.

Thanks for asking your questions and giving me the chance to get some of this committed to paper.

h

#3 IB 16 6/28/2020

Attachment ___ is included with the minutes of the ___ meeting, at the request of Board member Ken Loveless

pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Loveless 9/28/2020

Robert nor Ed that we made a decision about change orders. We had looked at the "audit" and because every change order was problematic we argued to audit each and every one, but at no cost to the district. What has happened s[illegible] that meeting? I've heard there too many to audit. I've heard what was done previously was not a true audit. I've heard no one had agreed to pay for the extra work. Jondy called me regarding a decision made to provide a

Attachment #3, 1 pg 17 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Loveless 9/28/2020

Richland-Lexington 5
Cumming / SMG Equitable Adjustment Analysis

	A	B	C	D	E	F	G	H	I	J	K
1	PROJECT	1/10/08 COST ESTIMATE	CURRENT PROJECT COST	2008 CONTRACT FEE	MANPOWER ANALYSIS FEE - see chart below	PRE-CON FEE @ 15%	CONSTRUCTION PHASE FEE @ 85%	FEE	COMMITTED FUNDS	CHS DELAY CLAIM	BALANCE
2	IRMO HIGH SCHOOL	$ 2,721,560.00	$ 23,127,000.00	$ 163,294.00	$ 672,064.00	$ 100,809.60	$ 571,254.40	$ 672,064.00	$ (163,294.00)		$ 508,770.00
3	DUTCH FORK HIGH SCHOOL	$ 1,150,515.00	$ 14,157,815.00	$ 69,031.00	$ 592,781.00	$ 88,917.15	$ 503,863.85	$ 592,781.00	$ (69,031.00)		$ 523,750.00
4	CHAPIN HIGH SCHOOL	$ 36,778,988.00	$ 45,578,564.00	$ 1,923,218.00		$ 288,482.70	$ 1,634,735.30	$ 1,923,218.00	$ (1,923,218.00)	$234,000.00	$ 234,000.00
5	NEW MIDDLE SCHOOL	$ 25,229,805.00	$ 20,533,450.00	$ 1,135,341.00		$ 170,301.15	$ 965,039.85	$ 1,135,341.00	$ (1,135,341.00)		$ -
6	NEW ELEMENTARY SCHOOL	$ 19,653,362.00	N/A	$ 880,351.00		$ 132,052.65	$ -	$ 132,052.65	$ (880,351.00)		$ (748,298.35)
7	THIS PORTION OF PROGRAM	$ 85,534,230.00	$ 103,396,829.00	$ 4,171,235.00		$ 780,563.25	$ 3,674,893.40	$ 4,455,456.65	$ (4,171,235.00)	$ 234,000.00	$ 518,221.65
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SMG MANPOWER ANALYSIS 8/26/13

Schedule Based

	Original Duration	Utilization Factor	Orig. Man Hours	New Duration	Utilization Factor	Man/Hrs Mitigated	Rate
IRMO HS							
1 Principal	18	0.01	31	31	0.05	269	$ 155
2 Program Director	18	0.05	156	31	0.1	537	$ 137
3 Project Manager	18	0.175	546	31	0.33	1,773	$ 100
4 Estimator	1	1	173	2	1	347	$ 90
5 Site Manager	6	0.5	520	22	1	3,813	$ 85
6 Administrative Asst	18	0.1	312	31	0.1	537	$ 45
Dutch Fork HS							
1 Principal	18	0.01	31	29	0.05	251	$ 155
2 Program Director	18	0.05	156	29	0.1	503	$ 137
3 Project Manager	18	0.175	546	29	0.33	1,659	$ 100
4 Estimator	1	1	173	2	1	347	$ 90
5 Site Manager	6	0.5	520	18	1	3,120	$ 85
6 Administrative Asst	18	0.1	312	29	0.1	503	$ 45

Kim Murphy alleged Delays

Attachment #3, pg 18 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

#13

Loveless 9/28/2020

Attachment #3 pg 19 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and entered into as of March 31, 2017 between and among School District Five of Lexington and Richland Counties ("District 5") and China Construction Company of America, Inc. ("CCA"), of which both of the parties are collectively referred to hereinafter as "the Parties".

WHEREAS, CCA, as contractor, and District 5, entered into a contract dated October 28, 2013 ("the Contract") for the construction of Additions and Renovations to Chapin High School (the "Project") in Chapin, South Carolina; and

WHEREAS, China asserts that it completed its construction work on the Project and demanded additional sums from District 5 for change orders, general conditions for delay, overhead, profit and payment for profit and overhead for allowances as well as payment for additional charges owed subcontractors pursuant to the Contract in a sum in excess of $4,000,000.00; and

WHEREAS, District 5 owes CCA the remaining balance on the Contract in the amount of $710,301.00 and for agreed Change Orders in the Amount of $634,828.92; and,

WHEREAS, District 5 asserts that CCA has failed to correct defective work pursuant to the Contract and its Warranty Obligations thereunder; that CCA has further failed to construct the improvements according to the Contract in a manner that resulted in additional costs to District 5 and caused a diminution in the value of the project delivered by CCA to District 5; and,

Corbin 9/28/2020

Attachment #3, pg 20 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

1. Final Payments to be made.

A. Upon the execution of this Agreement, District 5 will pay CCA the remaining balance due on the Contract constituting the sum of Seven Hundred Ten Thousand Three Hundred Seven and no/100 ($710,307.00); and

B. Upon the execution of this Agreement, District 5 will pay CCA the additional sum of Seven Hundred Thirty-Nine Thousand Six Hundred Ninety-Three and no/100 ($739,693.00) dollars as a compromise payment for all of CCA's claims on the Contract offset by all of District 5's claims for quality issues and work not performed.

2. Additional Consideration by CCA

A. CCA shall remain liable for and responsible for all of its warranty obligations, if any, provided in the Contract and by statutory or common law on any issues arising after the date of this agreement. This agreement neither creates nor modifies any exisiting warranty obligations.

B. CCA shall indemnify and hold District 5 harmless from any claims relating to the Project against District 5 by any subcontractor, mechanic, materialman or other party who performed work or delivered materials of any kind to the Project.

C. CCA shall provide any close out documents and fulfill any close out obligations still owed District 5 on the Project.

D. CCA shall provide District 5 assistance in prosecuting claims against any other parties involved in the Project including the provision of documents, assistance identifying and producing documents, assisting District 5 in answering questions, establishing timelines, obtaining information, documents and witnesses. This assistance shall include providing witnesses to appear and testify at any deposition, hearing, mediation or contract controversy.

3. Release by CCA.

In consideration of the payments made pursuant to Paragraph 1 above, the receipt and sufficiency of which is hereby acknowledged, CCA, for itself, its subcontractors, its and their successors and assigns, does hereby remise, release, acquit, and forever discharge District 5, and its respective successors, assigns, heirs, personal

Cowden 9/28/2020

- The lump sum pricing was obtained at Ms. Loveless' request. It is merely a component breakdown of the total contract price. It was not obtained as a part of the contract and Counsel provided it to the Board officers at their request as an Attorney-Client communication. The Contract could be amended to include this information, but it is not included in the approved form. The Board approved the contract upon presentation of the Scope of Work. Numerous additional requests, including this breakdown have been made by Ms. Loveless and/or the Board Officers.

- Contrary to Ms. Loveless' assertion, the District's Procurement Code does not require that this type proposal be evaluated by a citizens' committee. The District Selection Committee referenced in Section 3220.1 of the District's Procurement Code deals ONLY with architect-engineer, construction management, and land surveying services.

- Of concern is the fact M.A.R.'s rights under §1810.3 of the District's procurement code may have been violated if there has been any discussion of this situation with persons other than District Office Staff and the School Board.

- The Board and Officers were informed during the several Executive Session discussions about the project that Arbitration and/or Mediation are likely to be necessary to effect a resolution of numerous issues at Chapin High School. This contract will not affect the need or likelihood of mediation. The Board has been informed that by completing this task independently, it will have liquidated its damages in this matter, which ought to be of benefit in resolving the myriad of conflicts with the general contractor, Architect and Construction Management Firm.

- The Board and Officers have also been informed that this project is likely a "betterment" to what was purchased where the expenditures exceed approximately $700,000.00. This repair/replacement of the siding with a higher quality more attractive product would have resulted in an expense to the District had it been installed originally.

In conclusion, this procurement and the proposed contract result from a properly conducted procurement in full conformity with both the South Carolina Consolidated Procurement Code and the District's Procurement Code which is in compliance therewith.

Attachment #3, pg 21 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Loveless 9/28/2020

Childs & Halligan, P.A.
A Professional Association
P.O. Box 11367
Columbia, SC 29211
(803) 254-4035

Mr. Keith McAlister
School District Five of Lexington and Richland
1020 Dutch Fork Road
Irmo, SC 29063

12/31/2012
Account No.: 194

Derrick Pond Road Property

12/12/2012	WFH	Telephone conference with Keith McAlister regarding time period/statute of limitations on Derrick Pond Road property; conference with KRP; reviewed e-mails from KRP to McAlister.
12/12/2012	KRP	Conference with WFH; review file; research and memo re: Derrick agreement.

Total: 4.00

CATE Project
Construction

11/14/2012	KRP	Telephone call Fulmer and McAlister re: DOT work costs; telephone call Muscoti; review code.
11/15/2012	WFH	Review KRP memorandum regarding $561,877 "change order".
11/17/2012	WFH	E-mails to KRP regarding Monday Board meeting.
11/18/2012	WFH	Prepare for Board meeting; review memo, procurement code.
11/19/2012	WFH	Review facts and memo to Dr. Hefner and Mr. Gantt regarding unsuitable soil issue; confer with Fulmer, McAlister SMG personnel; presentation to Board.

CENTER & SHHS CHANGE ORDER NEVER VOTED UPON BY THE BOARD.

Total: 7.25

Attachment #3 pg 22 is included with the minutes of the 9/28/2020 meeting at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Loveless 9/28/2020

(#7) IHS/CHS recovery

The District made claims on the two projects that China Construction Company of America won by low bid. The claim at Irmo High School was one for delayed occupancy. The Irmo claim was for liquidated damages as a result of delays in occupancy. There were no deficiencies identified save for ordinary punch list type items that the Contractor resolved in the normal course of business. The delay claim was ultimately resolved with China Construction paying $400,000.00 to the District. The District did not incur any costs to remediate construction issues at Irmo.

District Five based its claim at Chapin High on construction quality issues. Additionally, there were claims based upon the slope of the practice fields and involving the siding erected. The siding used was as specified in the value engineering change order. The construction manager attributed a cost to the materials and labor to install the siding at $650,000. Several months after the subcontractor installed the siding, District representatives determined that it was unacceptable.

The dispute involved claims by the Contractor of extended overhead and delay by the District primarily based upon the Murphy litigation that delayed the project. This resulted in a total change of the schedule and phasing that the Contractor contended resulted in additional costs, time, overhead, and expense. The Contractor also claimed entitlement to hundreds of change orders that it presented to the CM and Architect – in most cases, it performed this work with at least apparent authority to proceed. The District's claims involved the poor quality of workmanship and defects. The Contractor's claims included more than 3.4 Million dollars in change orders and other claims together with the retainage on approved pay applications for more than $710,000.00. The Contractor's claims were nearly 4.2 million dollars. The District had claims for credits and workmanship, which totaled about 1.1 million dollars. The District charged these claims against the Architect, Construction Manager, and Contractor. Strategy dictated that the claims were pursued sequentially.

After a great deal of discovery and a multi-day mediation, District Five agreed to pay the General Contractor a settlement amount of 1.425 million dollars, a reduction of 2.75 million dollars from what was claimed. About half of this amount was monies owed for retention on approved work. The entire Board and other experts discussed and vetted this settlement thoroughly with counsel before it was approved.

The District received a payment of $100,000.00 from the construction manager and credit on billings of just over $700,000.00 from the Architect. The total benefit that the District received from pursuing claims on Irmo and Chapin was about 3.95 million dollars.

The District replaced the siding at Chapin on a design/build contract with MAR construction for 2,181,200.00. During this project, several issues identified in addition to the siding, were repaired. The siding cost was a betterment. The new siding is a superior, heavy-gauge aluminum siding with insulation behind it. The original product was a steel product without insulation. Had the District selected the new product initially, the estimated cost would have been an additional 1.2 –1.5 million dollars on the construction contract.

The practice fields at Chapin were also upgraded and regraded with sod and additional drainage instead of sprigging. District Five completed the field revisions at a total contract cost of $204,855.70. District Five also contracted for improvements on other fields at the same time and realized a cost savings by combining these projects.

Deduct For this was given by the & accepted District for $3,000.00 = $700,000.00 value !!

Attachment #3 pg 23 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ken Loveless pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Lovelace 9/28/2020

district five

Lexington-Richland School District 5
Chapin Hill High School

CUMMING

POST BID VALUE ENGINEERING

DESCRIPTION	AMOUNT
Delete placement and removal of Admin trailers	-$36,950
Delete stone base under sidewalks	-$22,000
Revise rigid insulation at area F stage	-$28,000
Revise exterior metal panels to non-insulated type by Morin, densglass & tyvek to be used as substrate. Field mitered corners.	-$73,000
Revise lav. Faucets from sensor type to manual	-$8,500
Delete Buy America requirement for roof drains, carriers, cleanouts and floor drains	-$32,000
Delete coil guards on Trane units	-$10,000
Revise hot gas reheat requirement on Trane units	-$45,500
Revise duct insulation to 2" - 1.0 lb (Knauf Fibergalss)	-$12,000
Revise condensate drain pipe on roof to PVC	-$12,000
Revise light fixture 50G troffers to standard .125 lensed troffer	-$13,595
Revise exit lights to polycarbonate	-$9,886
Revise specified shoe box for parking lot light to different series	-$2,472
Revise gear to external SPD's to replace the 26 that are internal to panelboards	-$9,640
Revise transformers to aluminum windings, 150 deg. Rise, standard EE, K13 rating	-$22,470
TOTAL	($338,013)

Attachment #3, pg 2+ is included with the minutes of the 9-28-2020 meeting, at the request of Board member Ken Lovelace pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

CCASC Bond cost 1.5

ITEM #8 O/H + profit @ 15%

ITEM #12 charge 10 3/4% Bond - Walker White

ITEM #13 CCASC O/H + profit @ 15%

#19 - 15%

#27 15%

did all work - sidewalks

#36 - they charge 15 + 7 overhead

CHS

The Truth About
Lexington Richland District 5
Unanticipated Construction Costs
2008 Referendum Projects/ Oak Pointe Elementary School
During the Period 2008 - 2020

Attachment #4 1pg is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

		District Damages from Lawsuit Block Construction Permits	Costs to Correct Construction Defects	Capital Invested Derrick Pond Site
1	Irmo High School	$0	$0	$0
2	Chapin High School	$0	$22,056	$0
	Kim Murphy Lawsuit	$11,595,044	$0	$0
3	Dutch Fork High School	$0	$0	$0
4	Spring Hill High School	$0	$0	$0
5	Chapin Middle School	$0	$0	$0
6	Leaphart Elementary School	$0	$0	$0
7	Seven Oaks Elementary School	$0	$0	$0
8	Irmo Elementary School	$0	$0	$0
9	Chapin Elementary School	$0	$0	$0
10	Proposed Elementary School	$0	$0	$0
	Derrick Pond Road Land Costs	$0	$0	$1,223,481
	Total 2008 Referendum	**$11,595,044**	**$22,056**	**$1,223,481**
	Oak Pointe Elementary (Pre-Referendum)	$0	**$49,701**	$0

Sources:

All information sourced from the District's records.

Lawsuit Costs - $1,292,072 of legal and consulting fees for legal proceedings to clear contstruction permits and the balance $10,302,972 of increased construction and financing costs.
Per Affidavit of the District's expert, James B. London, (legal action C.A.No. 2013-CP-40-1897).

Construction Defects - Summary of settlement negotiations for Chapin High School provided by Michael Montgomery, District Counsel that handled the negotiations. The settlment of the various claims netted out to $22,056. Oak Point information provided by District.

Capital Invested Per District - Land and title costs $599,510. Design and miscellanous costs $623,971. The Derrick Pond elementary school project was stopped after a contract to purchase necessary land was breached by the landowners who entered into the contract to sell their land to the District. On April 25, 2011, the Board passed a resolution to appoint a committee to investigate suspected interference with the contract. Out of respect for the landowners, the District later decided against pursuing legal action on the breached contract. The District has publicly reported that the land could be used to meet other building needs in the District or sold to recoup all or a portion of the invested costs.

CALCULATION OF NET SETTLEMENT
CHAPIN HIGH SCHOOL
BASED ON WRITTEN SUMMARY PREPARED BY MICHAEL MONTGOMERY
COUNSEL TO THE DISTRICT WHO HANDLED THE MEDIATION AND SETTLEMENT

STEP 1 - SETTLE IRMO HIGH SCHOOL

China Construction Co. paid District $400,000 as liquidated damages for delays in project.

Attachment #4, pg. 2 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White, pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

STEP 2 - PRICE REDUCTION CHAPIN HIGH SCHOOL

$	4,200,000	Claims from China Construction Co.
$	1,425,000	Paid China Construction Co. to settle claims
$	2,775,000	Price reductions from China Construction Co.

STEP 3 - CHAPIN HIGH SCHOOL DISTRICT PAYMENTS

$	2,181,200	District payment to replace siding
$	(1,200,000)	Improvements made to quality of siding (District Cost)
$	981,200	Net Cost
$	240,856	District payment to repair fields
$	1,222,056	Total Payments by District

STEP 4 - CHAPIN HIGH SCHOOL & IRMO HIGH SCHOOL DISTRICT RECOVERY

$	400,000	Liquidated Damage Irmo High School (from step 1 above)
$	100,000	Payment from Construction Manager
$	700,000	Credit against amounts owed Architect
$	1,200,000	District Recovery

STEP 5

$	1,222,056	District Payments
$	1,200,000	District Recoveries
$	22,056	Difference - Step 3 & Step 4

Summary of Chapin High School and Irmo High School Settlements (#7) IHS/CHS recovery

Prepared by Michael Montgomery, District Counsel

Step 1

The District made claims on the two projects that China Construction Company of America won by low bid. The claim at Irmo High School was one for delayed occupancy. The Irmo claim was for liquidated damages as a result of delays in occupancy. There were no deficiencies identified save for ordinary punch list type items that the Contractor resolved in the normal course of business. The delay claim was ultimately resolved with China Construction paying $400,000.00 to the District. The District did not incur any costs to remediate construction issues at Irmo.

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Step 2

The dispute involved claims by the Contractor of extended overhead and delay by the District primarily based upon the Murphy litigation that delayed the project. This resulted in a total change of the schedule and phasing that the Contractor contended resulted in additional costs, time, overhead, and expense. The Contractor also claimed entitlement to hundreds of change orders that it presented to the CM and Architect – in most cases, it performed this work with at least apparent authority to proceed. The District's claims involved the poor quality of workmanship and defects. The Contractor's claims included more than 3.4 Million dollars in change orders and other claims together with the retainage on approved pay applications for more than $710,000.00. The Contractor's claims were nearly 4.2 million dollars. The District had claims for credits and workmanship, which totaled about 1.1 million dollars. The District charged these claims against the Architect, Construction Manager, and Contractor. Strategy dictated that the claims were pursued sequentially.

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Step 4

The District received a payment of $100,000.00 from the construction manager and credit on billings of just over $700,000.00 from the Architect. The total benefit that the District received from pursuing claims on Irmo and Chapin was about 3.95 million dollars.

Step 4

The District replaced the siding at Chapin on a design/build contract with MAR construction for 2,181,200.00. During this project, several issues identified in addition to the siding, were repaired. The siding cost was a betterment. The new siding is a superior, heavy-gauge aluminum siding with insulation behind it. The original product was a steel product without insulation. Had the District selected the new product initially, the estimated cost would have been an additional 1.2 –1.5 million dollars on the construction contract.

The practice fields at Chapin were also upgraded and regraded with sod and additional drainage instead of sprigging. District Five completed the field revisions at a total contract cost of $204,855.70. District Five also contracted for improvements on other fields at the same time and realized a cost savings by combining these projects.

Attachment #4, 193 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

2:13 PM Mon Sep 7

Search Facebook

Ken Loveless
Mar 7 ·

In the January 27,2020 board meeting and in previous ones, I have been attacked by Ed White and the rest of the board majority. I have been pointing out that the quality of construction through inspection needs to be carefully monitored at Amick's Ferry, lest we have another debacle like the 2008 Bond Referendum Renovation at Chapin High School. That work was never properly completed. New materials were torn out because specifications either weren't followed or were improperly drawn. We, the taxpayers,not the contractors paid for the rework. Not only that, the board paid the general contractor as settlement an extra $700,000.in addition to his contracted amount.More rework continues at Chapin High recognized as" just discovered" and we, the taxpayers,again, are paying for it. Mr. White has repeatedly ascribed my motives at Amicks Ferry as trying to stop construction and/or trying to usurp his precious 4 vote majority's decision to throw extra millions more than necessary at the project. Again, he is trying to use your money to deflect from the fact

Photos



Not True See chart about true costs to settle

News Feed

Attachment #4, Pg 4 is included with the minutes of the 9/8/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

2:13 PM Mon Sep 7

Search Facebook

is trying to use your money to deflect from the fact that his group sat on its laurels for ten years after not building the school the voters voted for in 2008 at Derrick's Pond. Now, after Susan Baker recently documented their placing concrete at night under tractor lights, the superintendent will not ask that contractor provide me with pertinent documents in his possession which his contract states he must. (blocking the request is Mr. White's precious 4 vote majority). I am being denied access and even threatened with removal from the board if I go on site. Mr. White has repeatedly stated in board meetings that his new school is beautiful and will be "built to last 100 years". If he wants that, then we need to adhere to the specs. It will have to be someone else. I will not be allowed to participate.

24 26 Comments 28 Shares

Like Comment Share

Photos



Ken Loveless
Mar 2 ·

As a member of the Chapin Chamber of Commerce, I

News Feed

Attachment #4, pg 5 is included with the minutes of the 11/18/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Kim Murphy,

Plaintiff/Counter-Defendant,

vs.

Richland Lexington School District No. 5, by and through its Board of Trustees by and through Counsel to the Board of Trustees,

Defendant/Counter-Plaintiff.

C.A. No. 2013-CP-40-1897

AFFIDAVIT OF JAMES B. LONDON

Attachment #4, pg 6 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Appeared before me, James B. London, Ph.D., being duly sworn deposes and says as follows:

1. I am James B. London, Ph.D., President of London & Associates Consultants, Clemson, S.C.

2. I have been retained by School District Five of Lexington and Richland Counties to provide expert testimony concerning the impact of project delays to the construction of Chapin High School.

3. My opinion and analysis in this regard is set forth in my report entitled "The Impact of Project Delays to the Construction of Chapin High School;" a true and correct copy of which is attached to the affidavit as Exhibit 1, and my opinion is given to a reasonable degree of certainty in the fields of Regional Economics, City and Regional Planning, and Public Policy.

4. I have a Ph.D. in Applied Economics from Clemson University, and have been a professor on the faculty of Clemson University in the Department of Planning and Landscape Architecture, and Policy Studies Program/Coordinator of Natural Resources Section. Additionally, I have been a professor on the faculty of College of Charleston in the Department of Business Administration/Economics and Center for Metropolitan Affairs and Public Policy. I have also served as an Associate Dean for Research and Graduate Studies, College of Architecture, Arts, and Humanities, Clemson University and Director, City & Regional Planning Program at Clemson University. A true and correct copy of my Curriculum Vitae is attached to this affidavit as Exhibit 2.

5. In summary my opinion in this matter is that Kim Murphy's challenges to

necessary permits for the construction and renovations at Chapin High School caused delays and additional costs to the school district of between $11,595,044 and $16,559,598.

Further Affiant sayeth naught.

James B. London, Ph.D.

SWORN to before me this 11th day of October 2019.

Laura C. Smith (SEAL)
Notary Public for South Carolina
My Commission Expires: 7-10-2023

Attachment #4, pg 7 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White, pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Prepared by James B. London
C.A. No. 2013-CP-40-1897

The Impact of Project Delays to the Construction of Chapin High School

See Page 5 for Conclusions

Introduction

The following assessment was conducted to determine the impact of delays relating to permit challenges and subsequent lawsuits affecting the construction schedule for Chapin High School. The assessment is based on information compiled from court records, school board minutes, and documented charges attributed to project delays. Included are impacts related to additional professional services rendered, additional construction costs, and the opportunity cost of missing out on Federal stimulus funds through the Build America Bond Program.

Professional Services

The challenges to the water quality and stormwater permits required District Five to retain additional professional services for legal, design, and environmental consultation. The largest expenditures were for legal services provided by the McNair Law Firm to address permit challenges and subsequent lawsuits that amounted to $996,812. Tidewater Environmental Services provided scientific and engineering support to address the water quality and stormwater challenges at a cost of $37,809. Stevens and Wilkinson Architects provided additional architectural and engineering design alternatives invoiced at $33,997. Cummings/Southern Management Group (SMG) provided project management support at a cost of $211,924, while internal staff time amounted to $75,198. Collectively, professional service fees to address permit challenges and subsequent lawsuits amounted to $1.29 million.

Table 1: Charges to Address Permit Challenges and Subsequent Lawsuits

Service Provider	Scope of Service	Cost
McNair Law Firm	Protest and Lawsuit	$570,426
McNair Law Firm	Sanitary Sewer Permit Protest	$362,718
Tidewater Environmental Services	Scientific/Engineering Services	$37,809
Stevens & Wilkerson Architects	Design Services	$33,997
Cummings/SMP	Property Management Services	$211,924
School District Staff	Professional Staff Time	$75,198
Total Professional Services		$1,292,072

Attachment #4, pg 8 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Attachment #4,897 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Additional Construction Costs

The original cost estimate for the project in 2009 was $38.0 million as provided by Cummings/Southern Management Group, the district's construction management company. Given that the economy had moved into recession by the end of 2008, the construction sector was left scrambling for work. Market discounts were being offered at the time, and the management company estimated that a 15 percent discount was feasible given market conditions at the time. The ultimate bid price on November 3, 2011 was $43.4 million. The District estimates that amounts to $11.4 million in additional construction cost due to delay using the market adjusted base price. Without the market adjustment, the cost difference between the original project cost estimate and the bid price in 2011 was $5.4 million.

Table 2: Additional Construction Cost Due to Project Delay

Cost at Bid	$43,400,000	$43,400,000
Original Cost Estimate	$38,000,000	
Market Adjusted Cost Estimate		$32,300,000
Cost Differential	$5,400,000	$11,100,000

Source: Southern Growth Management Group.

There is no question that additional construction costs were incurred due to the delay by the time that bids were opened. The construction cost index according to Means Construction Cost Estimates increased by 6.2 percent from 2009 to 2011. As indicated above, the difference between the original cost estimate and the bid price was $5.4 million or 14.2 percent without the market discount applied. While the construction cost index reflects component costs, market conditions do affect bid prices during economic downturns with contract bids often at or below cost just to keep the doors open. Market discounts were in fact being given at the depth of the recession in 2009 and 2010.

Additional Finance Cost Associated with Project Delays

The Build America Bond Program (BAB) was initiated as part of the American Recovery and Reinvestment Act in early 2009 to stimulate investment as the recession widened. The program provided direct subsidies to state and local government entities with 35 percent of interest on taxable bonds reimbursed. The ability to compete for funds with taxable rather than tax free bonds opened up a much wider funding pool and more than offset the interest differential between tax free municipal and commercial bonds. Two other programs for schools – Qualified School Construction Bonds targeted at the 100 largest school districts in the country and Qualified Zone Academy Bonds based on poverty levels – were initiated as well, but District Five did not qualify for either of those programs.

The U.S Treasury Department estimated that when the BAB Program expired on December 31, 2010, 2,275 separate projects had been approved with $181 billion of

financing for public capital projects. It is estimated that state and local governments across the country realized $20 billion in present value savings from those issues. In South Carolina, 32 projects were initiated with a total value of $1.2 billion (U.S. Department of the Treasury 2011). South Carolina accounted for 1.4 percent of issues and 0.7 percent of project funding. On a relative share basis, that amounts to $132 million in present value interest savings for state and local governments entities in South Carolina.

An application for BAB Program funding for Chapin High School construction was prepared, but, as indicated by Kim Murphy, the project had not been approved to solicit bids before program termination. In addition to the pending permits, two design items remained unresolved as indicated in the memo from Howard Coogler, Jr. of the Office of School Facilities, South Carolina Department of Education dated January 14, 2011. Those items included resolving acoustical issues in the new gymnasium with an additional layer of gypsum proposed on the roof deck. The second issue unresolved was the replacement of duct boxes in the existing building as part of sprinkler installation. This component was not in the original plans but was a late request from OSF to include while construction costs were down. These two items were relatively minor issues and should have been resolved at an earlier date. The replacement of duct boxes was ultimately included as an alternative to the project bid.

There were mitigating circumstances affecting design work on the project. Stevens and Wilkinson, the project architects, invoiced the district for 148 billable hours for additional work attributed to permit challenges accrued before the end of 2010. That amounts to just under a month of diverted professional time. The two remaining design issues, neither of which were major issues, could easily have been resolved if time had not been diverted to address the permit challenges. As a result, it seems likely that plans would have been approved before the BAB program was terminated were it not for the permit challenges.

Funding for Chapin High School construction at $57,764,614 was included as part of a larger bond issue taken out by the School District. If the project had not been delayed and been funded with BAB bonds in the fall of 2010 it would have qualified for the 35 percent reimbursement with commercial bond rates running at that time at five percent. The BAB funding applied only to construction costs so that soft costs for design, furniture and equipment, and miscellaneous expense would have been excluded. The base bid for construction was $43,400,000 with four additional alternative items priced including replacement of duct boxes in the existing building that collectively brought total construction costs up to $45,578,594, $2.2 million above the base bid.

Attachment #4, Pg 10 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Attachment #4, pg 11 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed Williams.

pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Table 3: Project Budget for Chapin High School Construction

Project Cost	
Construction Cost	$45,578,594
Design	$2,271,250
Miscellaneous	$7,574,484
Furniture and Equipment	$2,340,286
Total Cost	$57,764,614

Source: District Five Lexington Richland School Board.

Based on the base bid price, the total interest payment on a 20-year commercial bond at five percent would have amounted to $25,340,990. Of that amount, 35 percent would have been reimbursed through the BAB Program amounting to $8,869,347. That represents a present value of $5,599,710 in interest savings slightly less than the $6,346,100 estimated earlier by the school district. If the BAB application had been processed before the end of 2010, the bid price would have fallen somewhere between the 2011 bid and the original estimate. Applying the BAB reimbursement to the original cost estimate of $38 million yields a present value in interest savings of $4,902,972. The original cost estimate with market discount applied yields present value interest savings through the BAB Program of $4,167,526.

Table 4: Opportunity Cost Associated with Delay in Missing Building America Bond Program Deadline

	Bid Price for Construction	Original Cost Estimate	Original Cost w/ Market Discount
Construction Cost	$43,400,000	$38,000,000	$32,300,000
Interest paid[1]	$25,340,990	$22,187,963	$18,859,769
BAB Interest Subsidy[2]	$8,869,347	$7,765,787	$6,600,919
Present Value of Rebate	$5,599,710	$4,902,972	$4,167,526

1. Based o 20-year commercial bond at a 2010 market rate of 5%.
2. 35% reimbursement under Build America Bond Program.

Cumulative Cost

The cumulative costs associated with project delays due to permit challenges and subsequent lawsuits depend on the assigned baseline conditions. The more conservative assigned costs are based on the original cost estimate of $38 million with an additional $5.4 million in delay costs incurred given the $43.4 million base bid price received in November 2011. The opportunity cost of missing out on BAB stimulus funds at a $38 million base price tag amounts to $4.9 million. The cumulative cost of that scenario is $11.6 million.

The higher cumulative costs accrue based on the original cost estimate with the market-based discount. The $32,300,000 base price results in an estimated cost of construction

delay of $11.1 million and an opportunity cost at the lower base price of $4.2 million. Under this scenario, total cost of delays amounts to $16.6 million. In either scenario, the costs to the school district associated with permit delays and subsequent lawsuits were substantial.

Table 5: Cumulative Costs Associated with Project Delays Attributed to Permit Challenges and Subsequent Lawsuits

	Alternative 1 Original Cost Estimate	Alternative 2 Original Cost w/ Market Discount
Additional Professional Services	$1,292,072	$1,292,072
Construction Cost Increase	$5,400,000	$11,100,000
Loss of BAB Program Funding	$4,902,972	$4,167,526
Total Cost Attributed to Delays	$11,595,044	$16,559,598

Note: Because BAB reimbursement is applied to the original cost estimates, there is no double counting in adding construction delay costs.

References

Ang, Andrew, Vineer Bhansali, and Yuhang Xing. *Build America Bonds*. NBER Working Paper No. 16008. Issued in May 2010.

District Five Lexington Richland School District. Minutes of Board Meetings. 2011 and 2012.

Internal Revenue Service. Frequently Asked Questions on Build America Bonds and Recovery Zone Economic Development Bonds. https://www.irs.gov/pub/irs-tege/arra_baba_final_shw_qa.pdf.

R.S. Means. 2019. Construction Cost Indexes. Historical Tables, 1969-2019. https://www.rsmeansonline.com/references/unit/refpdf/hci.pdf

State of South Carolina. Administrative Law Court, Court Filings and Findings.

U.S. Department of the Treasury. Build America Bonds and School Bonds. TG-81. April 3, 2009.

Attachment #4, pg 12 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed Winn pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Re-submitted September 28, 2020

Item "For The Record" requested by **Ed White** for attachment to the Minutes.

EXHIBIT B

Attachment #4, pg 13 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

district five
OF LEXINGTON & RICHLAND COUNTIES

Submitted by Ed White

Attachment 2 is included with the minutes of the 2-27-12 meeting, at the request of Board member Ed White pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

February 22, 2012

TO: Stephen Hefner, Ed.D.
Superintendent

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

RE: Updated Estimated Cost of Kim Murphy's Lawsuit Delaying Renovations at Chapin High School

Combining all the costs referenced below, the lawsuit by Ms. Kim Murphy has cost the school district in excess of $12.4 million.

As a result of the protest and subsequent lawsuit the costs associated with the delay of the Chapin High School renovation project continue to increase. A summary of those costs are as follows:

- The school district's management company estimated construction costs for the renovations and additions to Chapin High School to be approximately $38,000,000 with a 15% market adjustment to $32,300,000 based on current market conditions and economy. Due to litigation and contested permits, the project was delayed. Bids were received on November 3, 2011. The low bid for the project was $43,400,000. This bid is consistent with the current market based on recently received bids in neighboring school districts.

  We now know that the litigation and contested permits delaying construction have increased construction costs by approximately $11,100,000.

- To date our retained professional staff estimates they have incurred extra costs due to expenses related to attending meetings and drafting alternative designs at the request of the Corp of Engineers during Ms. Murphy's administrative protest. That estimated amount is $103,479.

- Attorney fees related to the protests and lawsuit continue to accumulate and currently total $611,654. In addition, the District has been billed $340,252 to date relating to the permit protests.

- Architectural fees currently total $131,267.

- To date, total staff time devoted to the wetlands litigation is approximately 1343.5 hours or $74,199.

- To date, fees for Tidewater Environmental Services total $37,809.

In addition, the project will require the issuance of approximately $45,000,000 of 20-year General Obligation Bonds. Ms. Murphy's lawsuit has delayed the issuance of these bonds, which places the district at risk for increases in interest rates. Prior to its sunset, the Build America Bonds Program (BAB) program had provided unprecedented subsidies to the district to offset bond interest expense.

The BAB program was not renewed for 2011. The district should expect bond cost to increase. Ross, Sinclaire & Associates, LLC estimates the impact at this time to be approximately $6,346,100 over the life of the planned borrowing.

With these additional costs, and the expectation of further costs, it is almost certain that one or more of the projects remaining to be funded will be affected.

Attachment 3 is included with the minutes of the 2-27-12 meeting, at the request of Board member Ed White pursuant to S.C. Code Ann. §30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Item "**For The Record**" requested by **Ed White** for attachment to the Minutes.

Attachment #4, pg 14 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Ethics Commission Filing

2019, April 10th Report

Candidate: Loveless, Kenneth B
Position Sought: School Board Trustee
District/Locale:LEXINGTON/RICHLAND #5
Election Type: General
Election Date:11/06/2018
Filing Type: Original
Filing Date:04/09/2019

Demographic Information
Loveless, Kenneth B
228 Lookout Pointes Drive
Chapin, SC 29036
803.345.0547
Lexington County

Report Type
2019, April 10th

#4 4/9/19

Attachment ____ is included with the minutes of the 4/23/2019 meeting, at the request of Board member Ed Whitmire pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

Why would one person spend this much money to campaign for a school board seat?

Contributions	This Period	Election Cycle
A. Candidates: Personal Funds	$0.00	$32,500.00
B1. Individual Contributions or other (+)	$0.00	$0.00
B2. Loans (+)	$0.00	$0.00
C. In-Kind Contributions (+)	$0.00	$320.40
D. Total Contributions (=)	$0.00	$32,820.40

Expenditures	This Period	Election Cycle
A. In-Kind Expenditures	$0.00	$0.00
B. Expenditures (+)	$351.11	$31,492.06
C. Total Expenditures (=)	$351.11	$31,492.06

Balance of Contributions	This Period
A. Contributions on Hand (Beginning this Period)	$1,679.45
B. Total Contributions (This Period) (+)	$0.00

- April 12, 2010 – School District Five enters Contract to purchase 47.42 acres pending due diligence. Dr. Berg signs contract
- Previously district had looked at Site another location. This contract substituted earnest money for that parcel.
- This appears to have been approved by the Board on a 6-0 vote (Gantt abstained) on April 12, 2010.
- Purchase price $592,750.00 ($12,500/acre)(Original asking price was $830,000)
- 120 day due diligence period
- District Real Estate Agent Pendleton Grove / Colliers Keenan

TIMELINE OF PROPERTY PURCHASE



Attachment #4 1pg 16 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

APRIL 12 MINUTES

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of April 12, 2010

			BAUMGARDNER	HUTCHISON	FERRELL	GANT	HAMMOND	SLOOP	WHITE
8. M Hutchison	S Hammond		X	X	X	AB	X	X	X
Approve that the administration can move forward on the contractual matter									
9. M Ferrell	S Baumgardner		X	X	X	X	X	X	X
Approve the textbook adoption recommendations (Exhibit D)									
10. M Ferrell	S Hammond		X	X	X	X	X	X	X
Approve second reading of the FY 2010-11 capital budget in the amount of $12,894,971 (Exhibit E)									
11. M Hammond	S Baumgardner		X	X	X	X	X	X	X
Approve the resolution commending the Arbor Day committee of Irmo and the Town of Irmo (Exhibit F)									
12. M Ferrell	S Baumgardner		X	X	X	X	X	X	X
Adjourn at 9:45 p.m.									

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

8. M. Hutchison S. Hammond X X X AB X X X
Approve that the administration can move forward on the contractual matter

Attachment #4, pg 17 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

MONTGOMERY WILLARD, LLC

Attachment #4, pg 10 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES

Meeting of February 13, 2017

	BAUMGARDNER	CATES	GANTT	HALTIWANGER	HAMMOND	HUTCHISON	WHITE
1. M. Hutchison S. Cates Enter executive session to consider the following : a) selected employment items (Exhibit A) ; b) approval of contract with Quackenbush Architects + Planners for architectural services for addition at Chapin Middle School (Exhibit B) ; c) discussion and notice of highest ranked responsive and responsible proposer for « Construction Management At Risk » project at Chapin Middle School ; and d) discussion of a potential legal settlement regarding a contract with China Construction Company for Chapin High School	A	X	X	X	X	X	A
2. M. Baumgardner S. Hammond Approve the agenda	X	X	X	X	X	X	X
3. M. Haltiwanger S. Hammond Approve the minutes of the January 23, 2017 board meeting	X	X	X	X	X	X	X
4. M. Hutchison S. Baumgardner Approve the selected employment items (Exhibit A)	X	X	X	X	X	X	X
5. M. Baumgardner S. Hammond Approval of contract with Quackenbush Architects + Planners for architectural services for addition at Chapin Middle School (Exhibit B)	X	X	X	X	X	X	X
6. M. White S. Hammond Authorize the administration to work with our Attorneys to finalize the resolution of a contractual dispute with China Construction Company involving work performed at Chapin High School by completing a settlement agreement in accord with the terms of the proposed settlement reached during mandatory mediation on January 24 and 25, 2017 as discussed with the Board	X	X	X	X	X	X	X

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

Attachment #4, pg 19 is included with the minutes of the 9/28/2020 meeting, at the request of Board member Ed White pursuant to South Carolina Code Ann. Section 30-4-90(a)(4) and Board Policy BEDG. The Board majority did not approve, disapprove, or otherwise act upon the contents of this attachment.

SCHOOL DISTRICT FIVE
OF
LEXINGTON AND RICHLAND COUNTIES

Meeting of February 13, 2017

	BAUMGARDNER	CATES	GANTT	HALTIWANGER	HAMMOND	HUTCHISON	WHITE
tonight. After the agreement is complete, I further move that we authorize the Superintendent to execute the Agreement on behalf of the School District							
7. M. Baumgardner S. Hutchison Approve first reading of the Capital Budget for 2017-2018 (Exhibit C)	X	X	X	X	X	X	X
8. M. Hutchison S. Hammond Approve first reading of proposed revisions to Board Policies as listed: (Exhibit D) a) proposed revision to Board Policy GCQE "Retirement of Professional Staff"; b) proposed revisions to Board Policy GDQC "Retirement of Support Staff"; c) proposed revisions to Board Policy GCQC/GCQD "Resignation of Instructional Staff/Administrative Staff"; d) proposed revisions to Board Policy GDQB "Resignation of Support Staff"; e) proposed revisions to Board Policy GCQF "Discipline, Suspension, and Dismissal of Professional Staff"; f) proposed deletion of Board Policy GCQF-R "Discipline, Suspension, and Dismissal of Professional Staff"; g) proposed revisions to Board Policy GCB "Professional Staff Contracts and Compensation"; and h) proposed revisions to Board Policy GDB "Support Staff Contracts and Compensation"	X	X	X	X	X	X	X
9. M. Baumgardner S. White Adjourn at 8:46 p.m.	X	X	X	X	X	X	X

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

EXHIBIT D

Memorandum

To: Members of the Board of Trustees

From: Katrina Goggins
Director, Office of Communications

Date: October 7, 2020

Re: Discussion and First Reading of proposed revisions to Policy IC School Year

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Recommendation:
The administration recommends that proposed revisions to Policy IC School Year proceed to Second Reading and Final approval.

Currently, Policy IC School Year states that the "superintendent will present the proposed calendar to the board for approval in the spring of each year." The revision will allow the administration to present a proposed calendar earlier each school year.

Recommended Revision to Policy IC

Policy IC School Year

Issued 1/19

Purpose: To establish the basic structure for the length of the school year.

The school year will consist of 190 days. The district will use 180 days for student instruction.

The district will use no more than two of the 10 remaining days for preparation for opening of school. The district must use three days for professional development based on the state academic achievement standards. The remaining five days may be used for teacher preparation and planning, academic plans, and parent conferences.

The district will not begin classes for students prior to the third Monday in August. This does not apply to schools operating on a year-round modified school calendar. The district may request a waiver from this requirement under certain conditions outlined in law.

School Calendar

The superintendent or his/her designee, in consultation with the staff, will prepare the school calendar. The calendar will set forth starting dates, ending dates, days of attendance for students, days of in-service and organizational meetings for teachers, holidays and vacation periods, days of reports to parents/legal guardians, and other schedules of importance to the staff and public. The superintendent will present the proposed calendar to the board for approval ~~in the spring of each year~~.

Make-up Days

The district may make up all days lost due to snow, extreme weather conditions, or other disruptions. The board will designate at least three days within the school calendar as make-up days on the superintendent's recommendation. If those days have been used or are no longer available, the board may lengthen the school day by no longer than one hour per day for the total number of hours missed with the prior approval of the South Carolina Department of Education (SCDE) or operate schools on Saturday. However, if the board authorizes make-up days on Saturday, tutorial instruction normally offered on Saturday for students in grades seven through 12 must be scheduled at an alternative time.

After the district has made up three days or the appropriate number of missed hours using one of the options listed above, the board may waive up to three additional days by a majority vote of the board. If, after the waiver by the board, the district has additional days to make up, the board may request that days be forgiven by SCDE. The State Board of Education can waive an additional three days upon the request of the board after a majority vote by the board agreeing to submit the request.

The district must submit a report at the end of the school year to SCDE detailing the number of days missed, the reason why the days were missed, the number of days made up, and the number of days waived.

Adopted 8/1/73; Revised 11/16/81, 1/21/85, 5/3/93, 11/14/11, 1/14/19

Legal References:

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

Section 59-1-370 - Closing of educational institutions on general election days.

Section 59-1-425 - School terms; instructional days; make-up days.

Section 59-19-90(12) - Board authorized to establish an annual calendar.

S.C. State Board of Education Regulations:

R-43-231 - Defined program, grades K-5.

R-43-232 - Defined program, grades 6-8.

R-43-234 - Defined program, grades 9-12 and graduation requirements.

MEMORANDUM

To: Members of the Board of Trustees

Through: Christina S. Melton, Ed.D., Superintendent

From: Dr. Michael R. Harris
Chief Planning and Administrative Officer

Date: October 7, 2020

Re: October 12, 2020 Board Meeting
Update on Progress and Processes of Growth Forecasting and Redistricting Services by Milone and MacBroom, Inc.

Discussion

Attachments: Power Point Presentation