



### **Agenda**

Board of Trustees

Regular Meeting

Location: Chapin Middle School

Video Livestream: <https://lexrich5.rev.vbrick.com/#/webcasts/financeworkshop>

Video Livestream: <https://lexrich5.rev.vbrick.com/#/webcasts/boardmeeting>

September 13, 2021

1. Call to order at 5:00 p.m. to convene Board Finance Workshop
2. Adjourn
3. Call to order at 6:00 p.m.
4. Approval of the agenda
5. Enter Executive Session to consider the following:
  - a. Selected employment items (*Exhibit A*) (Action)
  - b. Selected employment items (*Exhibit B*) (Information Only)
  - c. Discussion of contractual matter related to bond issuance
  - d. Legal Update regarding C/A No. 2021-CP-40-03694
  - e. Legal Update regarding Cognia matter
6. Call to order, moment of silence, and convene Regular Meeting at 7:00 p.m.
7. Welcoming remarks – Jan Hammond, Board Chair
8. Invocation – Cathy Huddle, Board of Trustees
9. Pledge of Allegiance – Cathy Huddle, Board of Trustees
10. Superintendent's Report
  - a. School Report Card Update
  - b. COVID-19 Dashboard Update
  - c. Update on Distance Learning
  - d. Guaranteed Energy Savings Performance Contracting Report
11. Approval of the minutes of the August 23, 2021 board meeting
12. Public Participation\*

### **ACTION AGENDA**

13. Action as Necessary or Appropriate on Matters Discussed in Executive Session
14. Adoption of a Resolution to Refund the 2012B Callable Bonds with a Tax-Exempt Bond Issuance (Exhibit C)
15. Approval of Detailed Procurement Audit
16. Renewal of District 5 Foundation for Educational Excellence, Inc. Memorandum of Understanding and Agreement (Exhibit D)
17. Approval of the Removal of House at 6020 Westcott Road (Exhibit E)
18. Suspend Board Policy ECB "Building and Grounds Maintenance" (Exhibit F)
19. Approval for White & Story, LLC to Conduct the Superintendent Search Process

### **DISCUSSION AGENDA**

20. Discussion and First Reading of Board Policy FEC "Selection of Professionals in Facilities Construction" (Exhibit G)
21. Adjourn

### **INFORMATION AGENDA**

22. Piney Woods Elementary Dedication and Ribbon Cutting Ceremony (Exhibit H)
23. The next regular scheduled board meeting will be September 27, 2021, at Irmo High School.

\* The Board welcomes and encourages public participation. However, the privilege of addressing the Board does not include the ability to make personal attacks on any Board Member, district employee, or other member of the public. 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 state social distancing guidelines, seating capacity at our school board meeting will be limited. Mask use is encouraged. The district will live stream board meetings to provide virtual viewing options.



Minutes/August 23, 2021

The Board of Trustees of School District Five of Lexington and Richland Counties met at Spring Hill High School with the following members present:

Mrs Rebecca Blackburn Hines  
Mrs. Nikki Gardner, Secretary, Virtual  
Mrs. Jan Hammond, Chair  
Mr. Matt Hogan  
Mrs. Catherine Huddle  
Mr. Ken Loveless, Vice Chair  
Dr. Akil Ross, Interim Superintendent

The following staff were in attendance:

Mr. Todd Bedenbaugh, Executive Director of Operations  
Dr. Michael Harris, Chief Planning and Administrative Officer  
Mrs. Anna Miller, Chief of Academics and Administration  
Mrs. Marty Rawls, Chief Finance Officer  
Dr. Tamara Turner, Chief Human Resources Officer

A livestream video link was provided to the public as a viewing option for the meeting.

Chair Hammond called the meeting to order and gave welcoming remarks. The Invocation and Pledge of Allegiance were led by Matt Hogan, board of trustees.

During the Superintendent's Report, Dr. Ross gave a presentation on Back to School 2021-2022, and Student Quarantine/Isolation.

During the public participation, Bobby Barnhardt, Elizabeth Hucks, Carter Hillen, Matthew Derrick, Todd Gosh and Roger Nelson spoke regarding COVID; Alan Wright and Ernest Floyd spoke regarding CRT; Leslie Stiles and Debbie Goodman spoke regarding policy; Nick Haigler spoke regarding the district; Tifani Moore spoke regarding board diversity; Celise Zbytovsky spoke regarding pronouns and radical gender ideology; and Lisa Maylath spoke regarding teacher concerns.

Marty Rawls gave a presentation on Debt Program Structure with Long Term Capital Planning and Financial Advisors.

The Board discussed Financial and Operational Audit.

Todd Bedenbaugh gave an update on Construction Projects completed in 2021.

Revisions to Administrative Rule GCC/GDC-R2 "COVID-19-Related Leave (Professional and Support Staff)" (Exhibit E), and revisions to Administrative Rule AR EBC-R (1) "Remote Work" (Exhibit F) were presented for Information.

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

SCHOOL DISTRICT FIVE  
OF  
LEXINGTON AND RICHLAND COUNTIES

Meeting of August 23, 2021

			B L A C K B U R N	G A R D N E R	H A M M O N D	H O G A N	H U D D L E	L O V E L E S S	V A C A N T
1	M. Hogan	S. Huddle	X	X	X	X	X	X	
Approve the agenda.									
2.	M. Loveless	S. Blackburn Hines	X	X	X	X	X	X	
Enter executive session to consider the following: a) selected employment items (Exhibit A) (Action); b) selected employment items (Exhibit B) (Information Only); c) contractual matter regarding construction; d) legal update on possible Cognia lawsuit; e) legal update regarding C.A. No 2021-CP-40-03694; f) receipt of legal advice related to a pending contract claim; and g) receipt of legal advice regarding the search for a permanent superintendent.									
3.	M. Huddle	S. Hogan	X	X	X	X	X	X	
Approve the minutes of the August 9, 2021 board meeting.									
4.	M. Loveless	S. Hogan	X	X	X	X	X	X	
Approve the selected employment items (Exhibit A).									
5.	M. Huddle	S. Hogan	X	X	X	X	X	R	
I move that the Board direct the interim superintendent to immediately put out an RFP for the services of a qualified engineering or architectural firm. The firm will provide services as the owner's district project representative for close-out of the Piney Woods Elementary School. The term of the services will be limited to those necessary for close-out of this project only. Examples of the services which might be required are : 1) establishment of list of warranties by type, value and expiration date ; 2) reading and approval of warranty provisions in conjunction with the district's project close-out attorney ; 3) commissioning and									

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training of owner's personnel ; 4) change order verification ; 5) contingency allowance verification ; 6) verification of completion of deficiency items ; 7) verification of completion of Final List of items to complete (punchlist) ; 8) verification of receipt of close-out documents ; 9) certification of lien waivers and final payment documents ; and 10) other items as indicated in the project manual or that are customary or necessary. Final award of the RFP is subject to Board approval.							
6. M. Loveless                      S. Huddle  I move that in the event the individuals who filed and supported the complaint with Cognia regarding the false association of a contract between the school district and HeartEd Youth Zone (an entity that has applied for a 501(3)c status); if they do not withdraw that complaint and apologize to the District and Dr. Ross, the Board retain an attorney to pursue a lawsuit for malicious interference with the 1099 contract between the District and Dr. Akil Ross's for profit HeartEd, LLC.	X	X	X	X	X	X	
7. M. Huddle                      S. Loveless  I move that in the event the attorneys for Paul Osmundson in the FOIA suit filed against the District do not dismiss that suit based upon the Board's actions at its August 9 <sup>th</sup> meeting, the Board direct our attorney to file a counterclaim against Mr. Osmundson for pursuing a frivolous lawsuit.	X	X	X	X	X	X	
8. M. Loveless                      S. Huddle  I move that we have the District's attorney provide the Board a potential timeline for the search for a permanent superintendent.	X	X	X	X	X	X	

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<p>9. M. Loveless                      S. Huddle</p> <p>I move that we add the following firms to the list of approved attorneys: Construction-- Smith, Currie &amp; Hancock LLP; General-- The law office of Montrio Belton; General-- Moore Bradley Myers Law Firm, PA; and Business-- Lyles, Darr &amp; Clark LLC.</p>	No	X	X	X	X	X	
<p>10. M. Loveless                      S. Hogan</p> <p>Approval of the ESSER III Spending Plan (Exhibit C).</p>	X	X	X	X	X	X	
<p>11. M. Gardner                      S. Huddle</p> <p>Second and Final Reading of proposed revisions to policy GCG "Part-Time and Substitute Professional Staff Employment" (Exhibit D).</p>	X	X	X	X	X	X	
<p>12. M. Huddle                      S. Hogan</p> <p>Adjourn at 10:20 p.m.</p>	X	X	X	X	X	X	

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**MEMORANDUM**

To: Members of the Board of Trustees

Through: Dr. Akil E. Ross, Sr.  
Superintendent

From: Marty Rawls, Chief Financial Officer 

Date: September 8, 2021

Re: September 13, 2021 Board Meeting  
Approval of a Resolution to Refund the 2012B Callable Bonds  
Resolution Attached

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Attached for approval is a Resolution authorizing the issuance of Refunding Bonds not to exceed \$70,000,000 in order to refund the 2012B Callable Bonds.

MR

Attachment

## A RESOLUTION

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$70,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE INTERIM SUPERINTENDENT TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

(b) Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that after November 30, 1982, the governing body of any school district may incur general obligation debt in an amount not exceeding eight percent of the assessed value of all taxable property of such school district upon such terms and conditions as the General Assembly may prescribe. Such Article further provides that if general obligation debt is authorized by a majority vote of the qualified electors of the school district voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in such Article.

(c) Title 59, Chapter 71, Article 1, Code of Laws of South Carolina 1976, as amended (the "School Bond Act"), provides that the board of trustees of any school district may issue general obligation bonds of such school district for the purpose of defraying the cost of capital improvements to any amount not exceeding the constitutional debt limitation applicable to such school district. The School Bond Act requires the county board of education wherein the School District is located, if there is such, to approve the issuance of such bonds.

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

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

Shall the Board of Trustees of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") be empowered to issue, at one time or from

time to time, general obligation bonds of the School District, in the principal amount of not exceeding \$243,665,000, the proceeds of which shall be used to finance the costs (including architectural, engineering, legal and related fees) of acquiring land, constructing, improving, equipping, expanding, renovating and repairing school facilities within the School District as follows:

***Constructing and equipping (including technology) the following schools:***

A new high school, a new career and technical education facility, a new middle school and a new elementary school

***Additions, renovations, improvements and modifications, including technology and other equipment for the following schools:***

Leaphart Elementary School, Seven Oaks Elementary School, Irmo Elementary School, Chapin Elementary School, Irmo High School, Dutch Fork High School and Chapin High School?

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

(f) Pursuant to constitutional and statutory authorizations, the Referendum, and a resolution adopted by the Board, the School District issued its \$115,655,000 General Obligation Bonds, Series 2012B dated September 11, 2012 (the "2012 Bonds").

(g) Title 11, Chapter 21 of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), empowers any "public agency" to utilize the provisions of Article 5, Chapter 15, Title 11 of the S.C. Code (the "Refunding Act"), to effect the refunding of any outstanding general obligation bonds.

(h) The 2012 Bonds (the "Bonds to be Refunded") are subject to optional redemption as follows: "The Bonds maturing on or prior to March 1, 2022, shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after March 1, 2023, shall be subject to redemption at the option of the School District on or after March 1, 2022, as a whole or in part at any time, in such order of redemption as the School District may determine, at par, plus accrued interest to the date fixed for redemption."

(i) Pursuant to a Resolution adopted by the Board on August 13, 2012, the Board adopted Written Procedures related to Tax-Exempt Debt.

(j) A balance has accumulated in the School District's debt service fund held by the Lexington County Treasurer, a portion of which may be used as a contribution toward the amount needed to refund the Bonds to be Refunded.

(k) Based on projected interest savings, it is now in the best interest of the School District for the Board to provide for the issuance and sale of general obligation refunding bonds of the School District pursuant to the Constitution and laws of the State of South Carolina (the "State") in the principal amount of not exceeding \$70,000,000, the proceeds of which will be used for the purposes of refunding the Bonds to be Refunded, paying the costs of issuance of the Refunding Bonds (hereinafter defined) and such other lawful purposes as the Board may determine.

**Section 2. Authorizations and Details of Refunding Bonds.** Pursuant to the aforesaid provisions of

the Constitution and laws of the State there is hereby authorized to be issued general obligation refunding bonds of the School District in the amount of not exceeding \$70,000,000 to obtain funds for any one or more of the purposes mentioned in Section 1(k) above, including any financial and legal fees relating thereto and other incidental costs of issuing the Refunding Bonds. The Refunding Bonds shall be designated "\$70,000,000 (or such lesser amount issued) General Obligation Refunding Bonds, Series 2021B (or such other appropriate series designation) of School District No. 5 of Lexington County and Richland County, South Carolina" (the "Refunding Bonds").

The Board hereby authorizes the use of not exceeding \$7,000,000 of the balance in the School District's debt service fund held by the Lexington County Treasurer as a contribution toward the amount necessary to refund the Bonds to be Refunded. The Interim Superintendent is authorized to determine the exact amount of said contribution.

The refunding of the Bonds to be Refunded shall be effected with a portion of the proceeds of the Refunding Bonds which proceeds shall be used for the payment of the principal of such Bonds to be Refunded as and when such Bonds to be Refunded mature and are called for redemption in accordance with the provisions of the Resolution authorizing the Bonds to be Refunded, the redemption premium thereon, if any, and interest on such Bonds to be Refunded as and when the same becomes due. If necessary, notice of the aforesaid refunding for which a portion of the proceeds of the Refunding Bonds will be used shall be given in a financial paper published in the City of New York, State of New York.

If necessary, upon the delivery of the Refunding Bonds, the principal proceeds thereof, less any issuance expenses, shall be deposited with Wells Fargo Bank, N.A. (the "Escrow Agent") and held by it under a Refunding Trust Agreement (the "Refunding Trust Agreement") in a special trust account until the redemption of the Bonds to be Refunded.

The Interim Superintendent of the School District (the "Interim Superintendent") is hereby authorized and directed for and on behalf of the School District to execute such agreements and give such directions as shall be necessary to carry out the provisions of this Resolution, including the execution and delivery of the Refunding Trust Agreement. The Refunding Trust Agreement shall be dated the date of delivery of the Refunding Bonds to the initial purchasers thereof.

Upon the award of the Refunding Bonds, the School District shall designate the Bonds to be Refunded for redemption on a date determined by the Interim Superintendent in accordance with the Resolution authorizing the Bonds to be Refunded.

If the Refunding Bonds are delivered within three days prior to the redemption date of the Bonds to be Refunded, the proceeds will be deposited with Wells Fargo Bank, N.A., as the Paying Agent for the Bonds to be Refunded and held uninvested until the redemption date of the Bonds to be Refunded.

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

Both the principal of and interest on the Refunding Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Regions Bank shall serve as Registrar/Paying Agent for the Refunding Bonds.

Section 3. Delegation of Authority to Determine Certain Matters Relating to the Refunding Bonds.

The Board hereby delegates to the Interim Superintendent the authority to determine (a) the par amount of the Refunding Bonds; (b) the maturity dates of the Refunding Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Refunding Bonds; (d) redemption provisions, if any, for the Refunding Bonds; and (e) the date, time and manner of sale of the Refunding Bonds. At the time of the sale, the School District reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Refunding Bonds maturing in any year (all calculations to be rounded to the nearest \$5,000), provided that any such decrease or increase shall not exceed 15% of the par amount of the Refunding Bonds maturing in any year.

The Board hereby delegates to the Interim Superintendent or his lawfully authorized designee the authority to receive bids on behalf of the Board and the authority to award the sale of the Refunding Bonds to the lowest bidder therefor in accordance with the terms of the Official Notice of Sale for the Refunding Bonds, provided the true interest cost of the Refunding Bonds does not exceed 2% and the net present value savings is not less than 7% of the debt service on the Bonds to be Refunded. After the sale of the Refunding Bonds, the Interim Superintendent or his lawfully authorized designee shall submit a written report to the Board setting forth the results of the sale of the Refunding Bonds.

In addition to the authority delegated above, the Interim Superintendent has the authority, upon recommendation from the School District's Financial Advisor and Bond Counsel, to sell the Refunding Bonds through a bank placement if it is determined to be in the best interest of the School District.

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

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

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

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

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

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

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

Section 8. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the form set forth as Appendix A attached hereto.

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

The Initial Refunding Bonds shall be issued in fully-registered form, one Refunding Bond for each of the maturities of the Refunding Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Refunding Bonds becomes due, the School District shall transmit to

DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Refunding Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Refunding Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of this Resolution.

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

If the School District is unable to retain a qualified successor to DTC or the School District has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Refunding Bonds might be adversely affected if the book-entry system of transfer is continued (the School District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Refunding Bonds by mailing an appropriate notice to DTC, upon receipt by the School District of the Initial Refunding Bonds together with an assignment duly executed by DTC, the School District shall execute, authenticate and deliver to the DTC participants Refunding Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Resolution in the denominations of any integral multiple of \$5,000.

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

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

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

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

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

“Government Obligations” shall mean any of the following:

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

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

Section 12. Exemption from State Taxes. Both the principal of and interest on the Refunding Bonds shall be exempt, in accordance with the provisions of Section 12250 of the S.C. Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

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

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

Section 15. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, if the Refunding Bonds are issued as tax-exempt, the School District covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the School District within thirty (30) days of the School District’s receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the School District, adversely affects more than five percent (5%) of the School District’s revenue or its tax base.

Section 16. Continuing Disclosure. In compliance with the Rule, if the Refunding Bonds are publicly-traded, the School District covenants and agrees for the benefit of the holders from time to time of

the Refunding Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of, a Continuing Disclosure Certificate in substantially the form appearing as Appendix C to this Resolution. In the event of a failure of the School District to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Resolution shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the School District.

Section 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Refunding Bonds necessary to refund the Bonds to be Refunded shall be deposited with the Escrow Agent pursuant to the terms of the Refunding Trust Agreement or deposited with the Escrow Agent, as Paying Agent, for the Bonds to be Refunded and used to refund the Bonds to be Refunded within three days of the delivery date of the Refunding Bonds. The remaining proceeds, if any, shall be deposited with the Treasurer of Lexington County in a special fund to the credit of the School District and shall be applied solely to the purposes for which the Refunding Bonds have been issued, including payment of costs of issuance of the Refunding Bonds.

Section 18. Tax Covenants (Tax-Exempt Refunding Bonds Only). The School District hereby covenants and agrees with the holders of the Refunding Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Refunding Bonds to become includable in the gross income of the bondholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder in effect on the date of original issuance of the Refunding Bonds. The School District further covenants and agrees with the holders of the Refunding Bonds that no use of the proceeds of the Refunding Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Refunding Bonds would have caused the Refunding Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the School District hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Refunding Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

Section 19. Miscellaneous. The Board hereby authorizes the Chair of the Board, the Secretary of the Board, the Interim Superintendent and the Chief Financial Officer (or the equivalent thereto) to execute such documents and instruments as may be necessary to effect the issuance of the Refunding Bonds.

The Board hereby authorizes the Interim Superintendent to retain the necessary professionals in connection with the issuance of the Refunding Bonds including Bond Counsel and Financial Advisor. in connection with the issuance of the Refunding Bonds. The Interim Superintendent is further authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate said engagements.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

---

Chair, Board of Trustees

(SEAL)

ATTEST:

---

Secretary, Board of Trustees

**FORM OF BOND**

UNITED STATES OF AMERICA  
 STATE OF SOUTH CAROLINA  
 SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY  
 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B

No. R

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
%			

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One bond certificate with respect to each date on which the Bonds are stated to mature, registered in the name of the securities depository nominee, is

being issued and required to be deposited with the securities depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the securities depository's participants, beneficial ownership of the Bonds in the principal amount of any integral multiple of \$5,000 being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the securities depository and its participants pursuant to rules and procedures established by the securities depository and its participants. The School District and the Registrar/Paying Agent will recognize the securities depository nominee, while the registered owner of this bond, as the owner of this bond for all purposes, including payments of principal of and redemption premium, if any, and interest on this bond, notices and voting. Transfer of principal and interest payments to participants of the securities depository will be the responsibility of the securities depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Bonds by participants of the securities depository will be the responsibility of such participants and other nominees of such beneficial owners. The School District will not be responsible or liable for such transfers of payments or for maintaining, supervision or reviewing the records maintained by the securities depository, the securities depository nominee, its participants or persons acting through such participants. While the securities depository nominee is the owner of this bond, notwithstanding, the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this bond shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the securities depository.

This Refunding Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, date of maturity, denomination and rate of interest, aggregating \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_), issued pursuant to and in accordance with Article X, Section 15 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"); Title 59, Chapter 71, Article 1, Code of Laws of South Carolina 1976, as amended; Title 11, Chapters 15, [21] and 27, Code of Laws of South Carolina 1976, as amended; the favorable results of a referendum, and a Resolution duly adopted by the Board of Trustees of the School District.

[Redemption Provisions]

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

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

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

principal and interest on this Bond as it respectively matures and to create such sinking fund as may be necessary therefor.

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

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

\_\_\_\_\_  
Chair, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

\_\_\_\_\_  
as Registrar

By: \_\_\_\_\_  
Authorized Officer

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

TEN COM as tenants in common

UNIF GIFT MIN ACT

TEN ENT as tenants by the entireties

\_\_\_\_\_  
(Cust) Custodian (Minor)

JT TEN as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act \_\_\_\_\_  
(state)

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

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_  
(Name and Address of Transferee)

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature Guaranteed

\_\_\_\_\_  
(Authorized Officer)

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

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

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

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final legal opinion  
(except for date and letterhead) of \_\_\_\_\_, \_\_\_\_\_, South Carolina, approving the  
issue of the Refunding Bonds of which the within Refunding Bond is one, the original of which opinion was  
manually executed, dated and issued as of the date of delivery of and payment for the Refunding Bonds, and  
a copy of which is on file with School District No. 5 of Lexington County and Richland County, South  
Carolina.

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

By: \_\_\_\_\_  
Secretary, Board of Trustees

**FORM OF OFFICIAL NOTICE OF SALE**

\$ \_\_\_\_\_ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021B,  
SCHOOL DISTRICT NO. 5 OF LEXINGTON COUNTY AND RICHLAND COUNTY,  
SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that electronic bids will be received by the Interim Superintendent or his designee of School District No. 5 of Lexington County and Richland County, South Carolina (the "School District") on \_\_\_\_\_, \_\_\_\_\_, 2021, until 11:00 a.m. (South Carolina time) for the purchase of \$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2021B (the "Bonds").

Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from iDeal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 8495021.

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

The Bonds will bear interest from the date thereof payable semiannually on March 1 and September 1 of each year, commencing March 1, \_\_\_\_\_. The Bonds will be dated their date of delivery, and will mature serially on March 1 in each of the years and in the principal amounts as follows:

<u>Year</u> <u>(March 1)</u>	<u>Principal</u> <u>Amount*</u>
---------------------------------	------------------------------------

\*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The schedule of maturities set forth above (the "Maturity Schedules") represents an estimate of the principal amounts and maturities of the Bonds which will be sold. If, after final computation of the bids, the School District determines that the maturities of the Bonds should be adjusted in order to maintain a specific millage rate for debt service on all of its outstanding bonds, the School District reserves the right either to increase or decrease the principal amount of any maturity of the Bonds.

In the event of any such adjustment of the Maturity Schedules for the Bonds as described herein, no rebidding or recalculation of the bids submitted will be required or permitted. Nevertheless, the award

of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

Redemption Provisions: [TO BE PROVIDED IN ACTUAL OFFICIAL NOTICE OF SALE.]

Registrar/Paying Agent: Regions Bank, Atlanta, Georgia, will serve as registrar/paying agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest and with the highest rate being five percent (5%). Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL OF THE BONDS OR A BID LESS THAN PAR WILL NOT BE ACCEPTED.**

Good Faith Deposit: No good faith deposit is required.

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

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

Continuing Disclosure: In order to assist the bidders in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission, the School District will undertake, pursuant to a resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The School District shall furnish upon delivery of the Bonds the final approving opinion of \_\_\_\_\_, \_\_\_\_\_, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Issue Price Certificate: [TO BE PROVIDED IN ACTUAL OFFICIAL NOTICE OF SALE IF THE BONDS ARE PUBLICLY TRADED]]

Financial Advisor: \_\_\_\_\_ has acted as Financial Advisor to the School District in connection with the issuance of the Bonds. In this capacity, \_\_\_\_\_ provided technical

assistance in the preparation of the offering documents and assisted the School District in preparing for this financing.

Delivery: The Bonds will be delivered on or about \_\_\_\_\_, 2021, in New York, New York, at the expense of the School District or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The balance of the purchase price then due (including the amount of accrued interest) must be paid in federal funds or other immediately available funds.

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

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid by the successful bidder.

Additional Information: The Preliminary Official Statement and this Official Notice of Sale of the School District with respect to the Bonds are available via the internet at \_\_\_\_\_ and will be furnished to any person interested in bidding for the Bonds upon request to Bond Counsel, \_\_\_\_\_, attention: \_\_\_\_\_, telephone \_\_\_\_\_, e-mail: \_\_\_\_\_. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Bonds. For additional information, please contact the School District's Financial Advisor, \_\_\_\_\_, \_\_\_\_\_, telephone \_\_\_\_\_, e-mail: \_\_\_\_\_.

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

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by School District No. 5 of Lexington County and Richland County, South Carolina (the “School District”) in connection with the issuance of \$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2021B, School District No. 5 of Lexington County and Richland County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to a Resolution adopted by the Board of Trustees of the School District (the “Resolution”). The School District covenants and agrees as follows:

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

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

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

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

“Financial Obligation” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

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

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

“Repository” shall mean the National Repository and each State Depository, if any.

“Participating Underwriter” shall mean \_\_\_\_\_ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

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

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

SECTION 3. Provision of Annual Reports.

(a) The School District shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2022, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the School District shall provide the Annual Report to the Dissemination Agent, if other than the School District; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the School District may be included in such Annual Report in lieu thereof, and the School District shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the School District may be submitted separately from the balance of the Annual Report.

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

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

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

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

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

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

available from the Municipal Securities Rulemaking Board. The School District shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

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

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

(b) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the School District shall as soon as possible determine if such event would be material under applicable federal securities laws. If the School District determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the School District shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the School District obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the School District shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

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

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

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

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

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

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

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The provisions of this Section 11 shall apply if the School District is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the School

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

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

DISTRICT NO. 5 OF LEXINGTON  
AND RICHLAND COUNTY,  
CAROLINA

SCHOOL  
COUNTY  
SOUTH

By: \_\_\_\_\_

\_\_\_\_\_  
Interim Superintendent

Dated: \_\_\_\_\_, 2021

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of School District: School District No. 5 of Lexington County and Richland County,  
South Carolina

Name of Bond Issue: \$\_\_\_\_\_ General Obligation Refunding Bonds, Series  
2021B, School District No. 5 of Lexington County and  
Richland County, South Carolina

Date of Issuance: \_\_\_\_\_, 2021

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

Dated: \_\_\_\_\_

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



Memorandum

To: Members of the Board of Trustees

From: Dr. Akil E. Ross, Sr.  
Interim Superintendent

Date: September 9, 2021

Re: September 13, 2021 Board Meeting  
Action Item  
Renewal of District Five Foundation for Educational Excellence, Inc. Memorandum of Understanding and Agreement

---

**Item:** Renewal of District Five Foundation of Educational Excellence, Inc. Memorandum of Understanding and Agreement.

**Background:** The District Five Foundation exists solely for the purpose of providing financial and other support to School District Five of Lexington and Richland Counties in support of improving the District's ability to provide services and benefits to its students, employees and the community.

The District and District Five Foundation leadership have concluded that it will be in their mutual best interests to combine efforts in managing routine clerical tasks. The Foundation will reimburse the District for clerical support. Time and cost to the District will be monitored and financial reimbursements will be adjusted as needed for the purposes of fairness and equity.

**Recommendation:** We recommend that the Board of Trustees approve execution of the Memorandum of Understanding and Agreement relating to the support of School District Five of Lexington and Richland Counties by the District Five Foundation for Education Excellence, Inc.

I will be present at the Board Meeting to answer any questions you may have regarding this information.

AERsr:aw

Attachment - Memorandum of Understanding and Agreement

**MEMORANDUM OF UNDERSTANDING  
AND  
AGREEMENT**

**RELATING TO**

**THE SUPPORT OF SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES BY THE DISTRICT 5  
FOUNDATION FOR EDUCATIONAL EXCELLENCE, INC.**

This agreement (the "Agreement") is made and entered into on the date set forth herein by and between School District Five of Lexington and Richland Counties (the "District"), a South Carolina Public School District with such government, rights, privileges, and liabilities as other school districts possess under the provisions of the general laws of the State of South Carolina (the "State") and the District 5 Foundation for Educational Excellence, Inc. (the "Foundation"), a South Carolina Eleemosynary Corporation, a 501(c) non-profit entity organized and existing for the purpose of providing financial and other support for the District. Where the Foundation and the District are referred to collectively they are referred to as the "Parties".

***WITNESSETH:***

***WHEREAS***, the Foundation exists solely for the purpose of providing financial and other support to the District in support of improving its ability to provide services and benefits to its students and community so support the District's mission; and Whereas, after consideration and discussions, the Foundation and District have concluded that it will be in their mutual best interests to combine efforts in managing certain clerical tasks and in hosting the Foundation's web site; and both have determined that an arrangement whereby the District assists the Foundation in these areas while charging a cost commensurate with the District's expense in providing the proposed services will be mutually beneficial in that it will reduce expenses for the Foundation which will provide a direct and immediate benefit to the District.

***WHEREAS***, the Foundation is in need of limited clerical services on a very part time basis, and the District has the ability to provide those services at no cost to the public; and

***WHEREAS***, the Foundation would like to have its web site hosted as a sub-site on the School District's web site and the District is able to provide that service at a fixed cost which the Foundation will reimburse and which will result in a direct benefit to the District at no cost to the public.

***NOW THEREFORE***, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

**SECTION 1**  
**CLERICAL SERVICES**

The District shall provide limited clerical services to the Foundation to assist the Foundation with processing mailings, maintaining its books and records and carrying out other clerical tasks ancillary to the operation of the Foundation at the request of the Foundation's governing body.

The parties have analyzed these needs and concluded that they will require an average of approximately 12 hours of assistance per quarter more or less.

The District and Foundation have agreed that a reasonable cost reimbursement for these services based upon cost of staffing at the District will be the sum of \$250.00 per quarter. The District

agrees to perform the requested services at this level and the Foundation agrees to pay the District the sum of \$250.00 per quarter as fair and agreed consideration for these services.

The Parties agree that this arrangement was entered into in the calendar year 2017, and this Memorandum of Understanding will be renewed annually.

Should the time required or cost incurred by the District in providing the services require adjustment for purposes of fairness and equity, the Parties agree that they will do so.

## **SECTION 2** **WEB HOSTING SERVICES**

Because the sole purpose of the Foundation is to provide support to the District, the Parties have determined that they will mutually benefit from the Foundation's World Wide Web site being hosted from the District's web domain as a sub site thereon.

The parties agree that the District will provide the following services:

- a. The District will host the Foundations sub-site on its website. during calendar year 2017. Should the Parties conclude that the relationship is mutually beneficial and economical, they will renew this arrangement for the ensuing calendar years.
- b. The District reserves the right to remove any content on the Foundation's website that disparages the District any District school or any District employee.

In exchange for the District's agreement to host, the Foundation will provide the following:

- a. The Foundation will maintain their website with current and accurate information.
- b. The Foundation will follow and strictly adhere to all rules and regulations that the District imposes and abides by as it relates to web site content.

## **SECTION 3** **MISCELLANEOUS**

**6.01 Binding Nature of Agreement.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District and its Board of Trustees, the Foundation and its Board of Directors and their respective successors in office. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

**6.02 No Personal Liability.** No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the District in any other than his or her official capacity, and neither the members of the Board of Trustees, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the District contained in this Agreement.

**6.03 Effect of Agreement.** All obligations of the parties, each to the other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and

enforceable, provided this Agreement is properly executed and duly authorized by the parties. This Agreement constitutes and is intended by the parties to constitute the entire agreement between the parties.

6.04 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

6.05 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

6.06 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

6.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

6.08 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

6.09 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof; and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the State, Lexington County, for resolution of any dispute arising hereunder.

6.11 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to the District:

School District Five of Lexington and Richland Counties  
Attn: Superintendent  
1020 Dutch Fork Road  
Irmo, South Carolina 29063

If to the Foundation:

District 5 Foundation for Educational Excellence  
Attn: Vera Timmons, Registered Agent  
Post Office Box 129  
Ballentine, South Carolina 29002

**6.12 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

SCHOOL DISTRICT FIVE OF LEXINGTON  
AND RICHLAND COUNTY

By: \_\_\_\_\_  
Jan Hammond  
Its: Board Chair

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Dr. Akil E. Ross, Sr.  
Its: Interim Superintendent

Date: September \_\_\_\_, 2021

DISTRICT 5 FOUNDATION FOR EDUCATIONAL  
EXCELLENCE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Vera Timmons  
Its: President

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Secretary

Date: August \_\_\_\_, 2021



MEMORANDUM

To: Members of the Board of Trustees

Through: Dr. Akil Ross Sr.

From: Todd A. Bedenbaugh  
Executive Director of Operations

Date: September 7, 2021

Re: September 13, 2021 Board Meeting  
Action Item  
Approval of the Removal of House at 6020 Wescott Road, Irmo

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**Issue:** We have found paraphernalia and had multiple break-ins in the house. There is an empty swimming pool that is a premise liability. The house and barn were placed up for bid twice with no response.

**Recommendation:** The administration recommends the District contract with a company to remove the house and barn off of the property and fill in the swimming pool. We want to be a good steward to the neighborhood by removing the structures.


TB: cr



MEMORANDUM

To: Members of the Board of Trustees

Through: Dr. Akil Ross Sr.  
Interim Superintendent

From: Todd A. Bedenbaugh   
Executive Director of Operations

Date: September 7, 2021

Re: September 13, 2021 Board Meeting  
Action Item  
Policy ECB- Building and Grounds Maintenance- Request to Suspend Policy

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**Issue:** This policy was reinstated at the last meeting to designate the principals as supervisor of custodial staff members. Since the reinstatement, there has been an overwhelming need for temporary custodial transfers due to unexpected absences. District level supervision will help lessen this burden for the principals so they can focus on classroom instruction.

**Recommendation:** The administration recommends to suspend the portion of the policy designating the building principal as supervisor of custodial staff members.

TB: cr

Attachment- Policy ECB- Building and Grounds Maintenance  
[www.lexrich5.org](http://www.lexrich5.org)

## Policy ECB Buildings and Grounds Maintenance

Issued 11/13

Purpose: To establish the basic structure for maintaining and repairing district property.

The board is aware of the tremendous investment in school facilities. Therefore the district must establish a continuing program for the maintenance of all district property.

The superintendent is responsible for the overall maintenance of buildings and grounds. The school district will maintain plants and equipment in safe and proper working that complies with all state safety regulations. The district will continually upgrade, remodel and repair buildings and equipment as needed.

The board, acting on recommendations from the superintendent, must approve the remodeling, reconditioning and improvement of school buildings.

Each building principal is responsible for operation and maintenance of his/her school and will supervise custodial staff members as they carry out regular operational and normal maintenance duties. Except in emergencies, the district will provide additional maintenance services only upon approval of the superintendent or his/her designee. The board will appropriate funds for maintenance items involving major repairs or renovation.

### Volunteer assistance

All major improvements to school grounds that involve major grading or any substantial alteration or improvement of any building will require approval of the board, even though such improvements and alterations are made by parent teacher organizations, student or other groups and involve no expense to the district.

Such groups may be permitted to plant shrubbery and make minor landscaping improvements in school grounds upon the approval of the school principal and the superintendent.

Adopted 2/24/69; Revised 1973, 11/16/81, 1/21/85, 4/2/90, 11/11/13

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

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## Policy FEC Selection of Professionals in Facilities Construction

Issued 2/14

Purpose: To establish the basic structure for the selection of professionals by the district.

The board believes it is appropriate and necessary to secure the services of professionals in the area of facilities construction to manage and supervise the construction of new schools and additions and renovations to existing schools. This helps assure the district maintains adequate facilities to support excellence in education.

The board will begin the selection process by instructing the administration to establish a selection committee. The administration will do the following.

- Identify committee members (typically three to five members).
- Identify a committee chairman.
- Establish a selection timeline.
- Identify the project(s) for inclusion in building program.
- Develop a description for the proposed project(s).

The committee will make a recommendation based on the proposed project to the administration regarding the needed qualifications for the required professional(s). The administration will develop an RFQ (Request for Qualifications), to include the following.

- purpose of the request
- request for information regarding professional(s), experience, proposed services, proposed staffing, resumes and references
- description of proposed project(s)
- other desired information as appropriate

The committee will evaluate the RFQs received by the administration. Their evaluation should include the following.

- establishment of the selection criteria and an appropriate ranking system
- review and ranking of submitted proposals
- establish of the "short list" of professionals for interview (typically no more than five)

The committee will interview the "short list" of professionals and upon completion of the interviews, the committee will do the following.

- Review and rank interviewed professional(s).
- Prepare written notification of the results (to "short list" of professionals - minimum of 10 days notice is recommended).
- Select professional(s) to be recommended.

The committee will submit its recommendation to the administration, who will begin contract negotiations with the selected professional(s). The administration will submit its recommendation and proposed contract to the board.

The board will consider the recommendation and contract and approve as

appropriate. Adopted 5/19/03; Revised 2/24/14

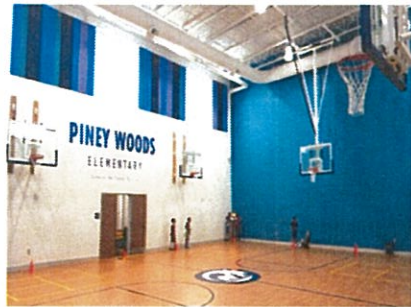
### Legal references:

S. C. Code, 1976, as amended:

[Section 59-23-210](#) - Construction, improvement and renovation of public schools; compliance with the South Carolina School Facilities Planning and Construction Guide; committee members; submission of plans.



Front Entrance



Gym



Playground



Cafeteria



Classroom



## Dedication and Ribbon Cutting Ceremony

September 12, 2021  
3:00 p.m.

## Dedication and Ribbon Cutting Ceremony

- Welcoming Remarks** .....Cassy Paschal  
*Principal*
  
- Pledge of Allegiance** .....Melissa Anderson  
*PTO President*
  
- National Anthem**..... Stefanie Fuller  
*Music Teacher*
  
- Recognition of Guests** .....Cassy Paschal  
*Principal*
  
- Remarks**..... Jan Hammond  
*School Board Chair*
  
- Remarks**..... Cassy Paschal  
*Principal*
  
- Dedication Pledge**.....Kayla Garrett  
*SIC Chair*
  
- Ribbon Cutting** ...Dr. Akil E. Ross, Sr., School District Five Board of Trustees, Cassy Paschal and School Staff
  
- Invitation to Tour**..... Julie White  
*Assistant Principal*

## Piney Woods Elementary School Faculty & Staff

- |                   |                       |                    |
|-------------------|-----------------------|--------------------|
| Cathy Alcorn      | Miriam Hardy-Koverman | Casey Parker       |
| Elizabeth Amador  | Melinda Harrington    | Cassy Paschal      |
| Kimberlyn Ariail  | Alyssa Hartzler       | Cathy Paul         |
| Ashley Axson      | Hollie Heming         | Judy Peck          |
| Gracen Bennett    | Stacey Holaday        | Gail Pennington    |
| Peter Bobb        | Candice Joannides     | Tiffany Richardson |
| Dana Bourgoyne    | Scott Johnson         | Taylor Rider       |
| Kelli Bowers      | Catherine Lawhead     | Mary Sanders       |
| Brooke Bridges    | Sharon Lindler        | Kara Sauve-Fish    |
| Erin Brown        | Shannon Livingston    | Angie Schuster     |
| Tammy Bundrick    | Katherine Long        | Renee Shields      |
| Hannah Burke      | Kimberly Luthren      | Tammy Simpson      |
| Heather Callahan  | Kelsey Lynch          | JoAnn Sims         |
| Melissa Carter    | Becca Magni           | Pam Smith          |
| Donna Caruso      | Sabina Marshall       | Jill Stauffer      |
| Brittany Charles  | Brandie Mathias       | Rebekah Steele     |
| Amy Collins       | Brian Mincel          | Beth Thompson      |
| Sena Couch        | Ashley Moore          | Sydni Touchet      |
| Terry Davis       | Lori Myers            | Elizabeth Tuck     |
| Randy Epting      | Martie Newmyer        | Lindy Wendt        |
| Stefanie Fuller   | Katie Nicholson       | Julie White        |
| Charlotte Gable   | Margaret Nickerson    | Heather Woods      |
| Becky Gable       | Lauren Panarello      |                    |
| Kristin Gagliardi | Tara Paradise         |                    |
| Tami Hames        |                       |                    |



## School District Five of Lexington & Richland Counties

### Mission

The mission of School District Five of Lexington & Richland Counties, in partnership with the community, is to provide challenging curricula with high expectations for learning that develop productive citizens who can solve problems and contribute to a global society.

### Vision

School District Five of Lexington & Richland Counties will empower all students to meet or exceed expectations for academic, social, and emotional growth and success. We will provide opportunities for students to develop creative and critical problem-solving skills, as innovative learners, to meet dynamic global changes. We will maximize our use of resources through collaborative partnerships with our community, our business and education partners. School District Five's students will be prepared to pursue excellence for tomorrow's challenges.



## Piney Woods Elementary School Dedication Pledge

**Leader . . .** We hereby pledge to provide support to faculty and staff, enabling all students to receive an education to compete in a global society.

**Audience . . .** We dedicate this school to educate current and future generations.

**Leader . . .** To create a school culture which fosters collaboration and innovation among faculty and students.

**Audience . . .** We dedicate this school to educate current and future generations.

**Leader . . .** To ensure students develop a passion for learning in an environment where they feel accepted and valued.

**Audience . . .** We dedicate this school to educate current and future generations.

**Leader . . .** To achieve excellence in education by providing a challenging and supportive learning environment for all.

**Audience . . .** We dedicate this school to educate current and future generations.

## Piney Woods History

The original Piney Woods School is less than two miles from Piney Woods Elementary School. That school was built around 1900. The auditorium of the original school still stands today on Firefly Lane. The area has been called Piney Woods for 100 years. The school's mascot, the Purple Martin, was selected by the community through a survey and is inspired by the Purple Martin bird population in the Lake Murray area. The school has embraced the mascot by installing a Purple Martin nesting system at the front of the school campus, which will create many hands-on learning experiences for students.



[PINEY WOODS SCHOOL, c. 1900.] In 1900, the Piney Woods District supported bat

## Special Thanks

Piney Woods Elementary School's administration, faculty, staff and students would like to thank the School District Five Board of Trustees, the District Administration, Quackinbush Architects and Contract Construction for their support of the vision of Piney Woods Elementary School. We also thank the greater Chapin and Piney Woods communities for their support of our school. It is because of you that Piney Woods Elementary School has opened its doors to the students of District Five.

*School District Five of Lexington & Richland Counties Board of Trustees:* Jan Hammond (Chairwoman), Ken Loveless (Vice Chairman), Nikki Gardner (Secretary), Rebecca Blackburn Hines, Matt Hogan and Cathy Huddle

## School Mission Statement

Piney Woods fosters an enthusiastic and creative community of lifelong learners using a collaborative and inclusive learning environment that provides challenging instruction, problem solving and real world applications for our 21st century learners.

## School Vision Statement

Piney Woods will develop well rounded, confident and responsible individuals who aspire to achieve their full potential. We will do this by providing a welcoming, happy, safe and supportive learning environment in which everyone is equal.