

**GEORGETOWN COUNTY BOARD OF EDUCATION  
J. B. BECK ADMINISTRATION AND EDUCATION CENTER  
OPEN SESSION  
BOARD ROOM – 5:30 P.M.  
TUESDAY, NOVEMBER 7, 2017**

**AGENDA**

- A. MOMENT OF SILENCE.....Board
  
- B. PLEDGE OF ALLEGIANCE.....Master Wade Harrison Cribb  
Fifth Grade Student at Pleasant Hill Elementary School
  
- C. RECOGNITION OF AP SCHOLAR STUDENTS.....Ms. Genia E. Smith  
Director  
Federal and State Programs
  
- D. RECOGNITION OF  
TRANSITION ALLIANCE OF SOUTH CAROLINA  
“EMPLOYER OF THE YEAR” AWARD RECIPIENT.....Ms. Mary Tester  
Transition Teacher  
Waccamaw High School
  

- E. PUBLIC COMMENTS/REQUESTS: This section of each regularly scheduled Board meeting is reserved for comments from the audience on any item appearing on the agenda. Also, the time is made available for citizens to make specific requests of the School District or to raise specific issues for future discussion by the Board. Comments/requests should be as brief and to the point as possible and should not exceed 3 minutes. Persons who wish to address the Board are requested to complete one of the cards available at the entrance and submit it before the meeting begins. Normally, the Board will not address specific requests during the meeting at which they are made.

  
- F. APPROVAL OF MINUTES.....Board
  
- G. ADOPTION OF AGENDA.....Board

**H. ACTION ITEMS:**

- 1. PERSONNEL LIST.....Mr. Jon Tester**  
The Administration recommends approval of the Personnel List as presented.
- 2. REVISION OF POLICY KLH:  
SCHOOL RESOURCE OFFICERS  
(SECOND AND FINAL READING).....Mr. Alan Walters**  
The Administration recommends *Second* and *Final Reading* approval for the revision of Policy KLH: School Resource Officers.
- 3. UPDATED LEASE AGREEMENT  
FOR NEW PROPERTY LOCATION OF  
CARVERS BAY FIRE SUBSTATION #2.....Dr. H. Randall Dozier**  
The Administration recommends approval of the Updated Lease Agreement with Georgetown County for a new property location of Carvers Bay Fire Substation #2 from the old location on Choppee Road to the new location on Shelly Drive. Approval of this Updated Lease Agreement will terminate and nullify the previous Lease Agreement.
- 4. APPROVAL OF CONTRACT AWARD FOR  
CONSTRUCTION MANAGER AT RISK  
SERVICES FOR ANDREWS HIGH SCHOOL.....Ms. Lisa W. Ackerman**  
The Administration recommends approval of a contract award for Construction Manager at Risk services for Andrews High School, as associated with the bond referendum, to Edcon, Inc., from Peak, South Carolina. Furthermore, the Board authorizes the Superintendent to execute the contract on behalf of the Board.
- 5. APPROVAL OF CONTRACT AWARD FOR  
CONSTRUCTION MANAGER AT RISK  
SERVICES FOR CARVERS BAY HIGH SCHOOL.....Ms. Lisa W. Ackerman**  
The Administration recommends approval of a contract award for Construction Manager at Risk services for Carvers Bay High School, as associated with the bond referendum, to H. G. Reynolds Company, Inc., from Aiken, South Carolina. Furthermore, the Board authorizes the Superintendent to execute the contract on behalf of the Board.

6. **APPROVAL OF CONTRACT AWARD FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR GEORGETOWN HIGH SCHOOL.....Ms. Lisa W. Ackerman**  
 The Administration recommends approval of a contract award for Construction Manager at Risk services for Georgetown High School, as associated with the bond referendum, to Thompson Turner Construction, from Sumter, South Carolina. Furthermore, the Board authorizes the Superintendent to execute the contract on behalf of the Board.
  
7. **APPROVAL OF CONTRACT AWARD FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR WACCAMAW HIGH SCHOOL.....Ms. Lisa W. Ackerman**  
 The Administration recommends approval of a contract award for Construction Manager at Risk services for Waccamaw High School, as associated with the bond referendum, to Contract Construction, from Ballentine, South Carolina. Furthermore, the Board authorizes the Superintendent to execute the contract on behalf of the Board.
  
8. **APPROVAL OF CONTRACT AWARD FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR WACCAMAW INTERMEDIATE SCHOOL.....Ms. Lisa W. Ackerman**  
 The Administration recommends approval of a contract award for Construction Manager at Risk services for Waccamaw Intermediate School, as associated with the bond referendum, to FBI Construction, from Florence, South Carolina. Furthermore, the Board authorizes the Superintendent to execute the contract on behalf of the Board.
  
9. **RESOLUTION TO APPROVE SIGNATURES.....Ms. Lisa O. Johnson**  
 The Administration recommends approval of the Resolution of Georgetown County School District Board of Trustees as presented.

**I. DISCUSSION ITEMS:**

1. **REQUEST FROM GEORGETOWN COUNTY ENVIRONMENTAL SERVICES FOR USE OF A PORTABLE CLASSROOM LOCATED AT WACCAMAW ELEMENTARY SCHOOL.....Dr. H. Randall Dozier**

- 2. CITY WATER TOWER.....Dr. H. Randall Dozier
- 3. 2018-2019 AND 2019-2020 CALENDARS.....Mr. Doug Jenkins

**J. INFORMATION ITEMS:**

- 1. REVISION OF POLICIES JF, JF-E AND JF-R:  
STUDENT RIGHTS AND RESPONSIBILITIES.....Mr. Alan Walters  
Ms. Lindsay Anne Thompson
- 2. FOOD SERVICE *UPDATE*.....Mr. Brent W. Streett
- 3. SPECIAL SERVICES *UPDATE*.....Mr. Michael Caviris

**K. BOARD/SUPERINTENDENT COMMENTS/REQUESTS**

**L. EXECUTIVE SESSION:**

- 1. DISCUSSION OF PLACING CERTIFIED EMPLOYEES ON LEAVE  
WITHOUT PAY
- 2. DISCUSSION OF ARCHITECTURAL CONTRACTUAL MATTERS

**M. OPEN SESSION: ACTION AS NECESSARY OR APPROPRIATE ON  
DISCUSSION OF PLACING CERTIFIED EMPLOYEES ON LEAVE  
WITHOUT PAY AND DISCUSSION OF ARCHITECTURAL  
CONTRACTUAL MATTERS**

**N. ADJOURNMENT**

**REMINDER**

The Georgetown County Board of Education's Regular Board Work Session Meeting on Tuesday, November 21, 2017 has been cancelled. The next Regular Board Meeting will be on Tuesday, December 5, 2017, at 5:30 p.m., in the Board Room, at J. B. Beck Administration and Education Center.

# SECOND READING

**KLH**

## SCHOOL RESOURCE OFFICERS

Issued: 10/00

Revised: 10/17

Page 1 of 3

The District shall coordinate with local law enforcement agencies to provide school resource officers (SROs) to those schools within the district where a need for a SRO has been determined.

### Definition

A school resource officer is a sworn law enforcement officer who has completed a course of instruction specified by statute or regulation for SROs and is assigned to the school district to act as a law enforcement officer.

Each SRO is appointed and assigned to an eligible school by the law enforcement agency employing the SRO. Each SRO serves in accordance with a written ~~agreement~~ memorandum of understanding entered into by the District and the law enforcement agency employing the SRO.

~~Each principal or his/her designee shall have administrative responsibility of the SRO's performance of his school activities. All administrators who have a SRO assigned to their campus shall ensure that the SRO is trained and knowledgeable regarding all Board policies/regulations which pertain to the SRO's activities on the school campus and at school-sponsored events.~~

### Jurisdiction

School administrators and staff will have the primary responsibility for maintaining proper order in schools and for disciplining students for violations of board policies and school rules. A school resource officer is not a school disciplinarian and will not be requested or permitted to intervene in school discipline matters unless authorized by the District's code of conduct. The administrator or other school officials may refer Level II misconduct to the SRO or other local law enforcement authorities only when the conduct rises to a level of criminality, the conduct presents an immediate safety risk, or the conduct is the third or subsequent act which rises to a level of criminality in that school year.

Upon observation or notification of a criminal offense by district or building-level administration, the administrator will immediately contact the SRO, or local law enforcement authorities if the SRO is unavailable or circumstances warrant otherwise. When referral to law enforcement is required, the SRO will be the first line of contact for local law enforcement to ensure that the matter is resolved promptly to decrease significant interruption to the learning process. The SRO is to be contacted immediately to handle a disturbance or emergency regarding a visitor or employee who disrupts the learning environment or school activity.

### **Roles and Responsibilities**

A SRO's role and responsibility in the school setting will include, but not be limited to, the following:

- Establish and maintain a close partnership with the school administration and staff to maintain a safe and constructive learning environment.
- Enforce local, state and federal laws.
- Serve as a resource to administrators and staff concerning law enforcement and child welfare issues.
- Serve as a liaison between the school and the law enforcement agency in addressing issues of concern to both entities.
- Develop educational programs and activities on topics such as crime prevention that will increase a student's knowledge of and respect for the law and the function of law enforcement agency programs.
- Assist in emergency crisis planning and building security matters including, but not limited to, conducting security inspections to deter criminal or delinquent activities.
- Provide consultation and support to improve school/law enforcement collaboration.

**Memorandum of Understanding**

The roles and responsibilities listed above are in addition to any outlined in the requisite memorandum of understanding (MOU) executed between the District and the local law enforcement agency employing the SRO. Prior to a SRO being placed in a school district, a MOU must be executed defining the role of the school district, individual schools, local law enforcement agencies, school administration, and the school resource officer. At the beginning of each school year, district administration will review the terms of the MOU with, and provide a copy to, both the building-level administration and the school resource officer.

**Additional School Security**

The District may, in its discretion, contract with local law enforcement agencies and/or private security agencies to provide security at schools or school-sponsored functions in lieu of, or to supplement, school resource officers.

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**LEGAL REFERENCES**

N/A – No Statutory Reference for this policy

- A. SC Code, 1976, as amended:
1. Section 5-17-12 – School resource officer definition and jurisdiction.
  2. Section 59-24-60 – Requires administrators to contact law enforcement.
- B. State Board of Education Regulations:
1. R43-210 – School resource officers.
  2. R43-243 – Special education discipline guidelines.
  3. R43-279 – Minimum standards of student conduct and disciplinary enforcement procedures to be implemented by local school districts.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

LEASE  
(Carvers Bay Fire Sub-Station 2017)

This Lease made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2017 between GEORGETOWN COUNTY SCHOOL DISTRICT, a body politic and corporate and a political subdivision of the State of South Carolina (referred to hereinafter as "Lessor"), and GEORGETOWN COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina (referred to hereinafter as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property with improvements situated thereon located in the State and County aforesaid which encompasses the campuses of Carvers Bay High School and Carvers Bay Middle School; and

WHEREAS, as a result of the citizens of Georgetown County voting to enact the Capital Project Sales Tax in November of 2014, Lessee is desirous of leasing an approximately one acre portion of the subject property adjacent to Shelly Drive in order to locate and construct the Georgetown County Fire Substation #2; and

WHEREAS, Lessor is desirous of leasing subject property to Lessee in order to locate the substation; and

WHEREAS, Lessor has agreed to lease such property to the Lessee subject to the certain terms and conditions; and

WHEREAS, Lessor desires to lease the said property to the Lessee, and to that end and in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and do agree as follows:

1. LEASED PREMISES. **THIS LEASE SUPERCEDES AND NULLIFIES ANY PREVIOUS LEASE AGREEMENT ENTERED INTO BY THE PARTIES FOR PROPERTY LOCATED ON THE SAME PREMISES FOR THE PURPOSE OF CONSTRUCTING A FIRE SUBSTATION.**

Subject to the terms and conditions set forth hereinafter, Lessor hereby leases to Lessee and the Lessee hereby rents from Lessor the property of the Lessor (the "Leased Premises") which is described more particularly as follows: **An approximately one acre parcel of land within parent tract TMS No: 03-1002-017-00-00 at the northern corner of the parent tract adjacent to Shelly Drive; said property being more fully shown on the attached site plan, Exhibit A, which, pro tanto, is incorporated as part and parcel herein.**

The Leased Premises shall include, if needed, access to Shelly Drive via access points to be constructed by the Lessee within the boundaries of the leased premises, provided that Lessee's use of the property does not materially interfere with Lessor's operations. Lessor agrees to grant to Lessee any such easements, licenses, or other rights as may be required to provide Lessee with the right to use the property or to acquire utilities thereto.



2. TERM OF LEASE. Subject to early termination as provided for in Section 14 below, the term of this Lease shall commence upon the execution of this Lease by both parties and shall continue for a period of twenty (25) years thereafter (the "Initial Term"), subject to renewal as provided herein.

3. RIGHT OF RENEWAL. The parties may renew this Lease for an additional term of twenty (25) years (the "Renewal Term") provided that Lessee gives Lessor written notice of Lessee's desire to renew at least thirty (30) calendar days in advance of the expiration of the term provided for in Section 2 above, and Lessor agrees to the renewal. Together, the Initial Term and Renewal Term may hereafter be referred to as the "Term."

4. RENT. The Rent shall be One and 00/100 (\$1.00) Dollar per year for the Term of the Lease and was prepaid by Lessee to Lessor at the time of the execution of this Lease by Lessee, the receipt and sufficiency of which is hereby acknowledged by Lessor.

5. USE OF LEASED PREMISES. Lessee may use the Leased Premises for the operation of a Georgetown County Fire Substation, to include a building, storage shed, parking area, driveways, and other normal fixtures associated with a fire sub-station

6. IMPROVEMENTS TO THE LEASED PREMISES. Lessee shall be permitted to make any and all improvements to the Leased Premises and surrounding grounds in accordance with previous discussions with the Lessor (e.g. parking facilities), but in the event such construction or repair to improvements would cause extraordinary noise or disturbance to school operations the Lessee shall notify the Lessor of the same and seek the consent of Lessor, which shall not be unreasonably withheld. Lessee agrees it will be responsible for payment of all fees, permits and any other cost, including without limit any additional storm water fees, incurred as a result of Lessee's improvements constructed on the Leased Premises during the Term. Any permanent improvements made to the Leased Premises by Lessee shall automatically become property of Lessor at the termination of this Lease; this does not include improvements that can be unattached and removed.

- a. Any improvements made by the Lessee to the surrounding parking facilities and surrounding yard/grass areas shall be the full responsibility of the Lessee unless otherwise negotiated in a separate agreement. The Lessee agrees to keep the area clean, free from grass, presentable and in a good state of repair. The Lessee further agrees that it shall be responsible for any and all maintenance and upkeep of said area and any improvements thereon.

7. REIMBURSEMENT FOR IMPROVEMENTS. At the termination of this Lease, Lessor shall not be responsible for reimbursement to Lessee for the improvements made by Lessee to the Leased Premises unless the Lessee is subject to the early termination provision as provided in Section 14 below; in the event the Lessee is evicted early pursuant to Section 14, the Lessor shall reimburse the Lessee the depreciated fair market value of permanent improvements as determined by a licensed, qualified appraiser. In no event shall the Lessor be responsible under this section for any amount over \$20,000.

8. REPAIRS AND ALTERATIONS. Lessee shall be obligated to maintain in good condition the Leased Premises and any improvements located thereon at all times during the term of this Lease. The Lessee agrees, at its sole cost and expense and unless otherwise agreed to separately between the parties, to maintain and repair the Leased Premises and all of the improvements located thereon to the extent Lessee utilizes the Leased Premises as permitted herein.

9. UTILITIES. Lessee shall furnish electricity, lights, water, sewer, heater any other utility or service necessary for or useful in connection with the occupancy of Leased Premises. Lessee will obtain any additional utility capacity necessary for its use and improvements of the Leased Premises at its own expense, and to the extent practicable or needed, will provide submetering of utilities for establishing the pro rata utility responsibilities of Lessor and Lessee, subject to the provisions of Sections 6 and 7 above. All utilities consumed on Leased Premises by Lessee shall be paid for, pro rata, by Lessee. If applicable, all utilities consumed on Leased Premises by Lessor shall be paid for, pro rata, by Lessor.

10. SIGNS. Lessee shall have the right to erect and maintain such sign or signs on the Leased Premises and at the entrance to said Leased Premises as may be permitted by applicable law, regulations, and/or ordinances.

11. LIABILITY INSURANCE. Lessee shall secure and keep in force at its own expense during the term of this Lease general liability insurance coverage and property/casualty insurance coverage with respect to the Leased Premises, including those portions of the Leased Premises used for driveways, walkways and parking areas, and to the extent allowed by law, shall name Lessor as an additional insured in said policy.

12. INDEMNIFICATION. To the extent permitted by law, Lessee agrees hereby to indemnify and hold harmless Lessor, and its officials, employees and agents from any and all actions, demands, liabilities, claims, losses or litigation arising out of or connected with Lessee's occupancy or use of the Leased Premises.

To the extent permitted by law, Lessor agrees hereby to indemnify and hold the Lessee, its officials, employees and agents harmless from any and all actions, demands, liabilities, claims, losses or litigation arising out of or connected with Lessor's use of the Leased Premises.

To the extent permitted by law, Lessee agrees hereby to indemnify and hold harmless against liability for damages, to include court costs and attorneys' fees, resulting from any environmental claim or any other claim against Lessor as a result of construction and occupancy of the Leased Premises by the Lessee during the rental Term or any extension thereof.

To the extent permitted by Law, Lessor agrees hereby to indemnify and hold harmless against liability for damages, to include court costs and attorneys' fees, resulting from any environmental claim or any other claim against Lessee as a result of Lessor's construction on or occupancy or use of the Leased Premises.

13. DEFAULT. As used in this Lease, the term "event of default" shall mean any one of the following:

- a. the failure of Lessee after receipt or demand from Lessor to fulfill any duty or obligation imposed on Lessee by this Lease;
- b. the appointment of a receiver or the entry of an order declaring the Lessee bankrupt or the assignment by Lessee for the benefit of creditors or the participation by Lessee in any other insolvency proceedings; or

- c. the taking of the leasehold interest of Lessee hereunder pursuant to an execution on a judgment.

Upon the happening of any "event of default," Lessor may at its option terminate this Lease, subject to Section 14 below, and expel Lessee therefrom without prejudice to any other remedy; provided, however, that before the exercise of which option for failure to pay rent or failure to perform any condition imposed herein upon Lessee, Lessor shall give written notice of such event of default to the Lessee, which thereafter shall have thirty (30) calendar days, or an extended time period negotiated by both parties and evidenced in writing, within which to remedy or correct such default.

14. EARLY TERMINATION. Lessor shall have the right to unilaterally terminate this Lease, notwithstanding the provisions of Section 2 and Section 3 above, in the event that Lessor determines that it needs the exclusive use of Leased Premises for any educational purpose, as determined by Lessor. In such cases, Lessor shall give twelve (12) months prior written notice to Lessee and shall reimburse the Lessee for the improvements to Leased Premises as provided for in Section 7 above.

However, notwithstanding any other provision in this section, the Lessor shall not be allowed to terminate this agreement prior to the passage of 15 years from the date of execution. In no event, without mutual agreement, shall the Lessee be required to vacate the premises prior to the passage of 15 years from the date of execution unless otherwise agreed to by both parties in writing.

15. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent or of a partnership or of a joint venture and the relationship between them shall be and remain only that of Lessor and Lessee.

16. NOTICES AND REPORTS. Any notice, report, statement, approval, consent, designation, demand or request to be given and any option or election to be exercised by a party under the provisions of this Lease shall be effective only when made in writing and delivered (or mailed by registered or certified mail with postage prepaid) to the other party at the address given below:

Lessor: Georgetown County School District  
Attention: Superintendent  
2018 Church Street  
Georgetown, SC 29440

Lessee: Georgetown County  
Attention: County Administrator  
716 Prince Street  
Georgetown, SC 29440

provided, however, that either party may designate a different address from time to time by giving to the other party notice in writing of the change. Rental payments to the Lessor shall be made by the Lessee at an address to be furnished to the Lessee.

17. REMOVAL OF FURNITURE AND EQUIPMENT. All furniture and equipment placed on Leased Premises by Lessee are recognized to be the sole property of Lessee and shall remain Lessee's property. During the term of Lease and at the end of Lease term, Lessee may remove these items provided

Lessee is not in default. Lessee agrees that it shall be solely responsible for the repair of any damage to the leased premises caused by said removal.

18. ENTIRE AGREEMENT. This Lease contains all of the understanding by and between the parties hereto relative to the leasing of the premises herein described, and all prior or contemporaneous agreements relative hereto have been merged herein or are voiced by this instrument, which may be amended, modified, altered, changed, revoked or rescinded in whole or in part only by an instrument in writing signed by each of the parties hereto.

19. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet the Leased Premises or any portion thereof, or otherwise, transfer any right or interest hereunder without the prior written consent of Lessor. If Lessor consents to the assignment, subletting or other transfer or any right or interest hereunder by Lessee, such approval shall be limited to the particular instance specified in the consent and Lessee shall not be relieved of any duty, obligation or liability under the provisions of its Lease.

20. BINDING EFFECT. The terms and conditions of this Lease shall be binding on the parties hereto and their respective heirs, successors, assigns and personal representatives.

21. SEVERABILITY. If, during the Term of this Lease, it is found that a specific clause or provision of this Lease is illegal or unenforceable, the remainder of this Lease is not affected by such determination, and shall remain in full force and effect.

22. CLAIMS UNDER LEASE: The parties agree that any claims under this Agreement shall be first subject to mediation (or nonbinding arbitration). The parties further agree that any enduring claim shall be filed in the Circuit Court for Georgetown County, and both parties expressly waive their right to a jury trial and agree to proceed before a Circuit Court judge.

[SIGNATURE BLOCKS ON FOLLOWING 2 PAGES]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

GEORGETOWN COUNTY SCHOOL DISTRICT  
Lessor

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

IN THE PRESENCE OF:

\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF GEORGETOWN    )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named GEORGETOWN COUNTY SCHOOL DISTRICT by \_\_\_\_\_, as the Chairman of the Board of Trustees, sign, seal and as its act and deed deliver the within Lease and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

\_\_\_\_\_  
WITNESS

SWORN TO before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

GEORGETOWN COUNTY

Lessee

By: \_\_\_\_\_  
County Administrator

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GEORGETOWN )

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within-named GEORGETOWN COUNTY by \_\_\_\_\_, as the County Administrator sign, seal and as its act and deed deliver the within Lease and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.

\_\_\_\_\_  
WITNESS

SWORN TO before me this  
\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

Exhibit A

