# GEORGETOWN COUNTY BOARD OF EDUCATION J. B. BECK ADMINISTRATION AND EDUCATION CENTER OPEN SESSION

## BOARD ROOM – 5:30 P.M. TUESDAY, FEBRUARY 6, 2018

## **AGENDA**

A.	MOMENT OF SILENCEBoard
В.	PLEDGE OF ALLEGIANCEMaster Qua'Shaun Morant Fifth Grade Student at Plantersville Elementary School
C.	RECOGNITION OF HERO AWARD RECIPIENTSBoard
D.	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 <u>not</u> address specific requests during the meeting at which they are made.
Е.	APPROVAL OF MINUTESBoard
F.	ADOPTION OF AGENDABoard
G.	ACTION ITEMS:
	1. PERSONNEL LIST
	2. RESCISSION OF POLICY IIBE: INSTRUCTIONAL TELEVISION

3.	RESCISSION OF POLICY IJNC: TEACHER CENTERMr. Fedrick Cohens The Administration recommends approval of the rescission of Policy IJNC: Teacher Center.
4.	RESCISSION OF ADMINISTRATIVE RULE  IJNC-R: TEACHER CENTER GUIDELINESMr. Fedrick Cohens The Administration recommends approval of the rescission of Administrative Rule IJNC-R: Teacher Center Guidelines.
5.	RESCISSION OF ADMINISTRATIVE RULE IKE-R: PROMOTION AND RETENTION
6.	RESCISSION OF POLICY EXHIBITS IKE-E: STUDENT ACADEMIC PLANS
7.	POLICY IGCC: HONORS PROGRAM (FIRST READING)
8.	ADMINISTRATIVE RULE IGCD-R: ADVANCED COLLEGE PLACEMENT PROGRAM (FIRST READING)
9.	POLICY IHA: GRADING SYSTEM (FIRST READING)
10.	POLICY IKC: CLASS RANKING (FIRST READING)

	11.	POLICY LI: RELATIONS WITH EDUCATIONAL ACCREDITATION AGENCIES (FIRST READING)
		The Administration recommends First Reading approval of revisions to Policy LI: Relations with Educational Accreditation Agencies.
	12.	FOOD SERVICE CONTRACTS
	13.	RENEWAL OF THE LEASE OF HOWARD C BUILDING TO WACCAMAW ECONOMIC OPPORTUNITY COUNCIL
	14.	APPROVAL OF CONTRACT AWARD FOR ASPHALT REMEDIATION OF THE ATHLETIC TRACKS AT ANDREWS AND CARVERS BAY HIGH SCHOOLS
Н.		SCUSSION ITEM:
	1.	DISTRICT LOGODr. H. Randall Dozier
I.	IN	FORMATION ITEM:
	1.	BOARD MEETINGS IN APRIL 2018 AND JUNE 2018Dr. H. Randall Dozier

J.	BOARD/SUPERINTENDENT	COMMENTS/REC	DUESTS
••	DOMEDIO DE LE		

#### K. ADJOURNMENT

#### **REMINDER**

The Georgetown County Board of Education will have a Regular Board Work Session Meeting on Tuesday, February 20, 2018, at 5:30 p.m., in the Board Room, at J. B. Beck Administration and Education Center.

## IIBE

INSTRUCTIONAL TELEVISION

Issued: 7/9/96 Rescinds: IFBE Issued: 4/83

Page: 1 of 1

The Board believes that instructional television programs can make a contribution to instruction. When recommending programs for students, teachers should determine that the program is suitable to the maturity level of students, and that the subject matter is appropriate to the curriculum.

With respect to the U.S. Copyright Act, the Georgetown Taping Center will not honor requests for or willfully copy, reproduce, or duplicate copyrighted works without the expressed written consent of its owner, manufacturer, producer, or originator.

## **IJNC**

TEACHER CENTER
ISSUED: 1/07
RESCINDS: IJNC

Issued: 12/98

Page 1 of 1

The Teacher Center is established to provide employees in the district with educational media. The district Teacher Center has been designed for educational use only and is available only to school district employees, participating private schools, and eligible Day Care Centers of Georgetown County. The Teacher Center is not open to the general public and in no way will tolerate the utilization for private or personal use by eligible participants. An incentive program to utilize the Teacher Center for Georgetown County Day Care Centers will be designed to enhance employee participation in monthly training sessions conducted by the district Instructional Division.

## **IJNC-R**

TEACHER CENTER GUIDELINES

ISSUED: 1/07 RESCINDS: IJNC-R

Issued: 7/01 Page 1 of 2

- 1. Teacher Center hours of operation will be posted on a monthly basis.
- 2. All school district employees, participating private school employees, and eligible Day Care Center representatives must have school identification badges upon entering the Teacher Center when asked.
- 3. The Georgetown County School District encourages all Day Care Centers within Georgetown County to participate in monthly training sessions conducted by the Instruction Division. The District has designed a Teacher Center participation incentive. All Day Care Centers are eligible to utilize the Teacher Center for a monthly, non-refundable utilization fee of \$10.00. If a Day Care Center participates in the scheduled monthly training session conducted by the Instructional Division of the District, the monthly utilization fee will be waived. The training facilitator will notify the Teacher Center which Day Care Centers were represented at the monthly training sessions.
- 4. Although an unlimited number of employees from the Day Care Centers are eligible to participate in the monthly training sessions, only three (3) identified employees from each respective Day Care Center are eligible to use the Teacher Center. The three employees must be identified by the director of the Day Care Center prior to use of the Teacher Center. A special identification badge that is non-transferable will be constructed for Day Care Center employees.
- 5. If a Day Care Center does not participate in a monthly training session, they are still eligible to use the Teacher Center by paying the \$10.00 monthly utilization fee. The utilization fee includes the use of the letter cutters, opaque projector, computers, paper cutters, scissors, glue, tape, and markers. The \$10.00 utilization fee will not be prorated during the month.
- 6. All Day Care Centers are responsible for their own paper supplies (i.e. construction paper, poster board, etc.). Also, fees will be assessed as follows:

a.	Laminating	.20	per foot (film included)
b.	Xerox Copying (B/W)	.10	per copy (paper included)
C.	Color Copying	1.00	per copy (paper included)

## IJNC-R

TEACHER CENTER GUIDELINES ISSUED: 1/07

RESCINDS: IJNC-R

Issued: 7/01 Page 2 of 2

d. Poster Printer

3.50 (paper included)

- 7. All fees are assessed and must be paid by the Day Care Center representative on the date of visit to the Teacher Center. Office of Finance will review these fees periodically to determine "at cost" prices.
- 8. All Teacher Center participants must clean up their work area before they leave.
- 9. Participants are not to bring children to the Teacher Center at any time.
- 10. School employees or participating private schools may not take supplies or equipment with them upon leaving the Teacher Center. Only finished products may be taken. Day Care Center participants may not take equipment or supplies provided by the Teacher Center when they leave.
- 11. Any violation of the above guidelines by employees, participating private schools, or Day Care Center representatives may cause the respective individual or organization to lose the privilege of using the Teacher Center.

## IKE-R

PROMOTION AND RETENTION

Issued: 1/07 Rescinds: IKE-R

> Issued: 10/03 Page: 1 of 1

Academic Plans are to be developed for students in grades three through eight who receive a score of "BELOW BASIC" on the Palmetto Achievement Challenge Test in any one area (ELA, Writing, Math, Science, and/or Social Studies). Also, any student who receives a quarterly failing grade must have an academic plan.

The criteria for retention are as follows:

#### Retention

 Does not successfully complete 80% of the course objectives in language arts ((3-8), mathematics (3-8), science (6-8), and social studies (6-8).

#### and/or -

Does not earn a passing numerical grade in each subject.

#### Probation

- Successfully completes 80% of the course objectives in language arts (3-8), mathematics (3-8), science (6-8), and social studies (6-8).
- Earns a passing numerical grade in each subject.
- Does not meet the standard on one or more portions of the state assessment instrument.

A school committee will meet with the parents or legal guardians to develop the academic plans. Parents will be notified at least 10 days prior to the conference date. A follow-up phone call will be made if there is no response. The committee will consist of parents or legal guardians, the student, appropriate school personnel, and a mentor in the absence of parents.

If a parent or legal guardian refuses to sign the plan, the school should document the refusal.

If a plan is developed with a mentor, a copy must be sent to the parent by certified mail.

Academic Plans will be reviewed at the end of each school year by the school district committee.

## Student Academic Plan

SCHOOL	TEACHER		DATE
I. Student Information:	II. Conferenc	e Participants:	
Name	(Student)		
Grade			
III. Parent/Guardian Inform			
Address		Telep	hone #
IV. Conference Information:			
• Items Discussed		-	
Student Mastery Reports (att	tached) State Assessment Resi	ults Grades	Other Pertinent Information(Specify
•			
	e School (Attach additional sl Extended Year		Probation
Recommendation for Paren	ts (Attach additional sheets if	necessary):	
Recommendation for Stude	nt (Attach additional sheets if	necessary):	
Additional Services:			
V. Signature of Participants:			

## Student Academic Plan Review

Exhibit B

ch	001	Teacher	
at	e of Conference	_	
•	Student	Grade	
.•	(Parent/Guardian) (Mentor, if necessary)		(School Personnel)
I.	Information Discussed		
	Student Mastery Reports	Grades	Other Pertinent Information Specify:
•	Summary of Discussion		
•	Recommendation for Next School Y	Year	
	Promotion	Retention	Probation
	Student must attend exten	nded year before decision	n can be made.
	Signature of Participants		

# GEORGETOWN COUNTY SCHOOL DISTRICT District Level Review

Exhibit C

CHOOL	Contact Person
Date	
Student's Name	
Grade	Address
	Telephone #
Reason for review	
1.	
Information Attached S	tudent Mastery Report
	Grades
	Other Pertinent Information
, <b>L</b>	
Recommendation of School	
Promotion	Retention Probation
Comments (if necessary)	
Signature of Principal	Signature of Person Making Recommendation
District Review	
Review Committee Members	
Recommendation of Committee	
ignature of Committee —	
<del></del>	

## Student Academic Plan

SCHOOL	TEACHER	and the same of th	DATE			
I. Student Information:	II. Conference	Participants:				
Name	(Student)					
Grade						
III. Parent/Guardian Information						
Address		Telepl	hone#			
IV. Conference Information:		_				
Items Discussed						
Student Mastery Reports (attached)	State Assessment Desul	ts Grades	Other Pertinent Information(Specify			
Stadene Master y steper is (attached)	Date 1200 di mont 2100 di	374405	Control 2000 Control C			
Recommendations for the Scho	Recommendations for the School (Attach additional sheets if necessary):  Extended Day Extended Year Retention Probation					
	Recommendation for Parents (Attach additional sheets if necessary):					
Recommendation for Student (At	tach additional sheets if n	ecessary):				
Additional Services:						
V. Signature of Participants:						

ъþ	ool	Teacher	
aí	e of Conference	<del></del>	
[.	Student	Grade	· ·
[ <b>.</b>	(Parent/Guardian) (Mentor, if necessary)		(School Personnel)
Į.	Information Discussed		
	Student Mastery Reports	Grades	Other Pertinent Information Specify:
	Summary of Discussion		,
	Recommendation for Next School Y	Year	
	Promotion  Student must attend external	Retention	Probation n can be made.
•	Signature of Participants		
		***	·

# GEORGETOWN COUNTY SCHOOL DISTRICT District Level Review

Exhibit C

JCHOOL	Contact Person
Date	
Student's Name	Parent/Guardian's Name
Grade	Address
•	
	Telephone #
Reason for review	
- The state of the	
Information Attached	Student Mastery Report
	Grades
	Other Pertinent Information
Recommendation of School	
Promotion	Retention Probation
Comments (if necessary)	
Comments (if necessary)	
N. CD.	
Signature of Principal	Signature of Person Making Recommendation
District Review	
Review Committee Members	
ignature of Committee	

## **IGCC**

**HONORS PROGRAM** 

Revised: 2/18 Issued: 7/9/96 Page: 1 of 1

The District will ensure that students participating in honors courses or programs are instructed in all essential elements and demonstrate an acceptable degree of mastery of those elements.

Honors courses will be defined as those courses having a differentiated curriculum that includes a wider range and greater depth of subject matter than that of the regular course. Honors curriculum places emphasis on critical and analytical thinking, rational decision making, and inductive and deductive reasoning.

Beginning in school year 2017 – 2018, all new courses that are assigned honors weighting must meet the criteria in the SC Honors Framework (Appendix A of the UGP). Previous courses approved for honors weighting before 2017 – 2018 may be re-examined with the SC Honors Framework criteria. All evidence that honors courses must meet the criteria of the SC Honors Framework will be retained with the school district as requested by the South Carolina Department of Education (SCDE).

## **IGCD-R**

#### ADVANCED COLLEGE PLACEMENT PROGRAM

Revised: 2/18 Last Revised:7/96 Issued: 6/87

Page: 1 of 2

Advanced Placement courses include only those courses developed by the College Board with prescribed curricula and tests for which students receive high school credit; and for which students scoring at an acceptable level on the Advanced Placement examination will be eligible to receive college credit from participating institutions.

#### Student Eligibility

- A. Only 11th and 12th grade-High school students are eligible under the Statefunded program.
- B. Students must should excel academically in the appropriate subject area and have successfully completed the prerequisite college preparatory course(s).
- C. All students enrolled in Advanced Placement programs for which funding is provided under these regulations shall be required to take the College Board administered examination.

Exception: If a student is unable to take the examination, a written explanation of the individual circumstances must be filed as part of the district's end-of-the-year Advanced Placement report to the State Department of Education.

## Requirements for Advanced Placement Teachers

- A. Each teacher of an Advanced Placement course shall hold a certificate appropriate to the course taught as required by the State Department of Education.
- B. Each teacher of an Advanced Placement course shall have completed the appropriate Advanced Placement training program. funded and coordinated by the State Department of Education and verified by the appropriate participating South Carolina college or university.

## **IGCD-R**

#### ADVANCED COLLEGE PLACEMENT PROGRAM

Revised: 2/18 Last Revised: 7/96

> Issued: 6/87 Page: 2 of 2

Exception 1: Newly assigned teachers of Advanced Placement courses will have one calendar year to meet the Advanced Placement course training requirements.

Exception 2: Teachers who have attended, prior to July 1, 1984, a three-hour Advanced Placement training course by either the College Board or the State Department of Education may have the training requirement waived upon presentation of proper verification to the State Department of Education.

Exception 3: Teachers of Advanced Placement courses in subject areas where the number of Advanced Placement classes statewide is less than ten shall attend an alternative training program to be arranged by the State Department of Education with a South Carolina college or university.

#### LEGAL REFERENCES

- A. S. C. Code, 1976, as amended:
  - 1. Section 59-29-190. Advanced placement courses for academically talented students.
- B. State Board of Education Regulations:
  - 1. R-43-258.1 Advance placement.

## IHA

**GRADING SYSTEM** 

Revised: 2/18 Last Revised: 8/16

Page 1 of 3

The Georgetown County Board of Education recognizes the importance of a student achievement grading system which is meaningful to students, parents, and school personnel. The South Carolina uniform grading policy will be used in grades 2-12.

Grades 2 - 12

A - (90- 100) B - (80 - 89) C - (70 - 79) D - (60 - 69) F - (< 60) I - Incomplete Work

Students will receive instruction in all of the content curriculum standards with an overall grade of 60% in each subject.

#### Grades K and 1

Teachers will use report cards and parent conferences to communicate student progress to parents. Students will not receive letter grades/percentages for core areas in K and 1.

## Grade 2 Achievement

Teachers will use the report cards and parent conferences to communicate student progress to parents. Parent/Guardian access to their student's(s') grades will be available with password protection in an online format. This will be accompanied by a percentage grade in English/Language Arts and mathematics. These averages will be computed in accordance with the numerical values for achievement in grades 3-8.



## Grades 3 - 5 Achievement

Teachers will use the report cards and parent conferences to communicate student progress to parents. Parent/Guardian access to their student's (s') grades will be available with password protection in an online format. Students in grades 3 - 5 will receive percentage grades in language arts, mathematics, science, and social studies. Effort grades of Satisfactory (S), Needs to improve (N), and Unsatisfactory (U) will be given in all other areas.

## Grades 6 – 8 Achievement

Teachers will use the report cards and parent conferences to communicate student progress to parents. Parent/Guardian access to their student's (s') grades will be available with password protection in an online format. Semester and final examinations will be a component of each course offered in grades 6-8 with the exception of exploratory courses. The first semester exam will count as 10% of the first semester average and the second semester exam will count as 10% of the second semester average. Exemptions will be permitted only in conjunction with IEP stipulations. Courses taken in grades 6 – 8 which provide Carnegie Units to be earned must follow the high school grading and exam requirements.

#### **Grades 9 - 12**

A 90 - 100

B 80 - 89

C 70 - 79

D 60 - 69

F < 60

I Incomplete

WP ...... Withdrew Passing

Withdrew passing means a student may withdraw from a course within 3 days in a 45-day course, 5 days in a 90-day course, or 10 days in a 180-day course.

## IHA

#### **GRADING SYSTEM**

WF...... Withdrew Failing

Students who withdraw after the specified time listed above shall be assigned a WF and the F will be calculated in the student's overall grade point average/ratio with a grade of 50

Credit Recovery... Courses failed may be retaken if available via 'Credit

Recovery' with Administrative Approval. Units earned in course credit recovery will only reflect a replacement grade of 60% in that course.—Credit recovery will be available through the South Carolina Virtual School as with no more than 2 courses per school year recommended to be recovered. All courses to be recovered will remain on the official transcript and each Credit Recovery Course will be denoted by a CR. All course content must be recovered with a passing grade provided by the South Carolina Virtual School. Only then will credit be accrued. Quality Points will be configured in accordance with the Uniform Grading Policy.

Course or course level changes for a student can be initiated by the administration of a school with a teacher recommendation without penalty to the student.

Final examinations will be a component of each course offered in grades 9-12 and will count as 20% of the final grade. Students in Grades 9 – 12 who have a cumulative average of 90% or higher may choose to exempt the final exam except in courses which require the mandatory South Carolina End of Course Exams. In order to exempt the final exam in all other courses and retain their cumulative average for the course the student must have no more than 5 unexcused absences for the course (block schedule) or have no more than 10 unexcused absences for the course (year-long). All excuses for absences must be submitted within 3 school days. Students will be given the option in all classes to take the final exam with the understanding that the exam will count 20% of the final grade.

In grades K-12, schools will use district-adopted report cards to report student progress at nine-week intervals. Interim reports will be issued at the midpoint of the grading period for all students in grades K-12.

#### **LEGAL REFERENCES**

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

1. Section 59-5-68 - Uniform Grading System.

Revised: 2/18 Issued: 1/07 Page 1 of 2

The numerical ranking of students by class on the basis of academic achievement is permitted only at the high school level.

Students may earn quality points for use in determining grade point averages and class rank in all courses counted as diploma units according to the following schedules-high school units of credit (also known as Carnegie Units), including units earned in the middle school or junior high levels.

<u>LIFE SKILLS</u>	COLLEGE PREP	HONORS	PACE/AP/IB
A+ - 3.5	A+4.5	A+ - 5.5	A+ - 6.0
A - 3.0	A4.0	A - 5.0	A - 5.5
B+ - 2.5	B+3.5	B+ - 4.5	B+ - 5.0
B - 2.0	B3.0	B - 4.0	B - 4.5
C+ - 1.5	C+2.5	C+ - 3.5	C+ - 4.0
C - 1.0	C2.0	C - 3.0	C - 3.5
D+ - 0.5	D+1.5	D+ - 2.5	D+ - 3.0
D - 0.0	D1.0	D - 2.0	D - 2.5
F - 0.0	F0.0	F - 0.0	F - 0.0

When approved by the principal and the parents, a student promoted to the seventh or eighth grade may take units of ninth grade or higher work for high school credit. The high school courses offered must be limited to core, career and technology education, and foreign language courses that are currently in the 9 – 12 section of the activity coding system for the Student Information System. All courses for which a middle school student has received high school credit from an accredited public school (both in and out of district), will transfer with the student and must be transcribed to conform with the South Carolina UGP.

All report cards and transcripts will use numerical grades for courses carrying high school units of credit. Transcripts and report cards will specify the course title and the level or type of course the student has taken (e.g., English 1, Algebra 2 Honors, etc.). The current grading scale must be printed on the report card and all official transcripts.

Grade point ratios are computed using the formula below:

# 7-Poing Scale-2009 (See Table A) Example of Student Grade

Course Taken	Numerical Average	Quality Points	Unit
English I	91	3.750	1
Algebra I	87	3.250	1
Physical Science	94	4.125	1
World Geography, Honors	83	3.250	1
Physical Education	92	3.875	.5
French 1	84	2.875	1

## Computation

Quality Points		Units		
3.750	X	1.0	=	3.750
3.250	X	1.0	=	3.250
4.125	X	1.0	=	4.125
3.250	X	1.0	=	3.250
3.875	X	.5	=	1.9375
2.875	X	<u>1.0</u>	<u>=</u>	<u>2.875</u>

Sum of Units Attempted 5.5 / 19.1875 Sum of Quality Points X Units Sum of (Quality Points X Units) divided by sum of units attempted, truncated to 33 decimal places

19.1875 ÷ 5.5 truncated 3.488<del>636</del> to 3.488

# 10 Point Scale 2016 Student Example

Course Taken	Numerical Average	Quality Points	Unit
English I	91	4.100	1
Algebra I	87	3.700	1
Physical Science	94	4.400	1
World Geography, Honors	83	3.800	1
Physical Education	92	4.200	1.0
French 1	84	3.400	1

## Computation

Quality Points		Units		
4.100	<i>X</i>	1.0	=	4.100
3.700	X	1.0	=	3.700
4.400	X	1.0	=	4.400
3.800	X	1.0	=	3.800
4.200	X	1.0	=	4.200
3.400	X	1.0	Ξ	<u>3.400</u>

Sum of Units Attempted 6.0 / 23.600 Sum of Quality Points X Units Sum of Quality (Points X Units) Sum of Units Attempted, truncated to 3 decimal places

23.600 ÷ 6.0 truncated 3.933<del>3333</del>

Computation will NOT be rounded to a higher number.

The formula, which is in compliance with the State Uniform Grading Policy, will yield each student's GPRA which can then be ranked from highest to lowest rank in class. Computations will not be rounded to a higher number. All diploma candidates are included in the ranking.

GPRA = sum (quality points x units) sum of units attempted

The chart in IKC-E (Table A) will be used for converting grades to the appropriate weighting.

The level assigned to each course offered in the high schools (college prep, honors, and PACE/AP/IB will be published in the District Master Course Catalog and shall be reviewed each year by the Division of Instruction. Courses without a specific designation will be considered college prep for the awarding of quality points.

Students may repeat courses in which the final grade was a D or F before the conclusion of the following academic year. The student's record will reflect all courses taken and the grade earned except in the case of ninth grade courses which were taken in the eighth grade. If those courses are retaken in the ninth grade, enly the ninth grade attempt the higher of the two attempts will show on the transcript and enly the ninth grade retake the higher grade will be used in figuring the student's GPRA.

#### LEGAL REFERENCES

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

1. Section 59-5-68 - Uniform Grading System.



### RELATIONS WITH EDUCATIONAL ACCREDITATION AGENCIES

Revised: 2/18

Issued Last Revised: 6/96

Rescinds: MK Issued: 9/80 Page 1 of 1

The Board shall seek to obtain and retain full accreditation of the district's schools by appropriate agencies such as the Southern Association of Colleges and Schools (SACS) AdvancEd as well as the South Carolina State Department of Education (SDE).

The district shall cooperate fully with SACS <u>AdvanceED</u> and SDE in complying with membership obligations and completing financial obligations necessary to maintain accreditation including taking part in evaluations in other districts.

STATE OF SOUTH CAROLINA	)				
	)	LEASE AGR	EEMENT		
COUNTY OF GEORGETOWN	)				
			, a		
This Lease Agreement m	nade and	entered into this		day of July	201 15
by and between the Georgetown Co					
LANDLORD, and Waccamaw Econon	•				
TENANT.	11	•	,		

#### WITNESSETH

WHEREAS, the LANDLORD owns certain property located in Georgetown, South Carolina, and known as Waccamaw Economic Opportunity Council, Inc.; and

WHEREAS, TENANT wishes to use such property located at 400 Kaminski South Street (hereinafter "the Premises") for the purpose of a Head Start Center and related purposes; and

WHEREAS, the LANDLORD and TENANT desire to enter into an Agreement whereby the TENANT may use the Premises subject to certain conditions;

NOW, THEREFORE, in consideration of the Premises, good and sufficient consideration, and the terms and conditions hereof, it is agreed as follows:

- 1. <u>Consideration</u>: The LANDLORD shall allow TENANT use of the Premises at a cost of One Dollar (\$1.00) per year. Tenant shall pay the LANDLORD the sum of One Dollar (\$1.00) per year on or before the 1<sup>st</sup> day of each year during the term of the agreement.
- 2. <u>Term</u>: The term of this Agreement shall be for ten (10) years, commencing on July 1, 2015 and ending at midnight on June 30, 2025.

#### 3. <u>Description of the Premises</u>:

That section of Building C as set forth and highlighted in yellow on the attached Exhibit A, consisting of approximately 5,500 square feet located at 400 South Kaminski Street, Georgetown, South Carolina 29440;

Said Parcel or Lot of land situate lying and being in the City and County of Georgetown, State of South Carolina;

To include the rights of ingress and egress and a nonexclusive right-of-way to use adjacent Georgetown County Board of Education property solely for the purpose of parking areas, walkways, driveways, and playground uses, provided that such right-of-way does not interfere with LANDLORD'S use of that property.

4. Restricted Use of Premises: TENANT may only use the Premises for a Head Start Center and related purposes, and in such a way as does not interfere in any way with the LANDLORD's use of its property. Related purposes are those such as public education purposes, civic purposes, recreational purposes performed in connection with the Head Start Center. Any use of the Premises for profit or for private or commercial use, without the prior express approval of the LANDLORD, will result in immediate termination of this Agreement,

with no further obligations by the LANDLORD. TENANT covenants that it will not engage in and will not condone or permit the Premises to be used for any unlawful activity.

- 5. <u>Insurance</u>: TENANT shall provide documentation to the LANDLORD that it has current liability insurance covering all of its activities conducted on the Premises with a minimum coverage of no less than \$1,000,000, and which names the Georgetown County School District as an additional insured. Said insurance shall remain in place throughout the term of this Agreement.
- 6. <u>Condition of Premises</u>: TENANT accepts the Premises in "as is" condition. TENANT agrees to maintain the Premises in good repair including, but not limited to, normal upkeep of flooring, lighting, and all equipment owned by the LANDLORD and located in or around the Premises. TENANT specifically agrees that so long as it is in possession of the Premises, it shall keep and maintain the Premises and all improvements located thereon in such condition so as to prevent any loss damage, or injury to persons or property. TENANT further agrees that at the termination of this Agreement for any reason, TENANT shall deliver the Premises to the LANDLORD in as good condition as they were in at the beginning of this Agreement, subject only to ordinary wear and tear.
- 7. Hold Harmless: TENANT shall hold harmless the LANDLORD, its officials, employees, agents, and/or assigns, from any injury or damage to persons or property that arises, directly or indirectly, out of TENANT's occupation or use of the Premises or any portion thereof. TENANT agrees not to seek subrogation from the LANDLORD in connection with any third party claim, and to the extent permissible under law, TENANT also agrees to indemnify the LANDLORD, its officials, employees, agents, and/or assigns, from any action brought against the LANDLORD in connection with the occupation or use of the Premises by TENANT and/or TENANT's employees, invitees and visitors.
- 8. <u>Assignment and Subletting</u>: TENANT shall not assign any rights under this Agreement, nor sublet in whole or in part, the Premises, without first obtaining the consent of the LANDLORD in writing.
- 9. <u>Inspection</u>: The LANDLORD shall have the right to enter into the Premises to examine the condition of the Premises.
- 10. <u>Early Termination of Agreement</u>: The LANDLORD shall have the right, upon 30 days prior written notification to TENANT, to declare this Agreement null and void and to reclaim the Premises, or any portion thereof, if in its sole discretion, the LANDLORD determines that it needs to use the Premises for any other purpose.
- 11. <u>Default</u>: If TENANT defaults with regard to any of the terms and conditions of this Agreement, the LANDLORD shall give notice of the default to TENANT, and TENANT shall have thirty (30) calendar days to cure the default. If TENANT fails to or refuses to cure the default within the 30-day period, the LANDLORD may declare this Agreement in default, and seek as a remedy such equitable or legal relief as the LANDLORD deems appropriate, including but not limited to the eviction of the TENANT from the Premises.
- 12. Removal of Equipment and Fixtures: It is understood and agreed that all personal property placed on the Premises by TENANT may be removed by TENANT at the

termination of this Lease, provided that TENANT is not in default as to any of the agreements, conditions, covenants, or terms of this Lease at the time of said removal. No fixtures or personal property may be removed by TENANT if such removal will permanently damage or disfigure the Premises or any portion thereof. All damages caused to the Premises by any removal of fixtures or personal property by TENANT must be expeditiously repaired by TENANT, at its expense and to the satisfaction of the LANDLORD.

- 13. <u>No Adverse Possession</u>: Notwithstanding any law or usage to the contrary, no act by TENANT shall constitute adverse possession.
- 14. <u>Savings Clause</u>: If, during the term of this Agreement, it is found that a specific clause or provision of the Agreement is illegal under either federal or state law, the remainder of the Agreement is not affected by such ruling, and shall remain in force.
- 15. <u>Time is of the Essence</u>: Whenever anything is required to be done under this Lease by either party, time shall be of the essence.
- 16. <u>Notices</u>: All notices hereunder shall be in writing and sent by certified and regular mail as follows: As to LANDLORD, Georgetown County School District, 2018 Church Street, Georgetown, South Carolina 29440. As to TENANT: Waccamaw Economic Opportunity Council, Inc., PO Box 1467, Conway, SC 29528.
- 17. <u>Claims Under Agreement</u>: The parties agree that any claims under this Agreement shall be filed in the Summary Court for Georgetown County, and both parties expressly waive their right to a jury trial and agree to proceed before a Summary Court judge.
- 18. Federal Interest: Not withstanding any term in this Lease to the contrary, LANDLORD AND TENANT recognizes and agrees that upon execution of this Lease a federal interest in the Leased Property will arise. The LANDLORD AND TENANT recognize and agree that such interest exists and is enforceable. LANDLORD AND TENANT further agree that any term or obligation in this Lease which may be in contravention, derogation or conflict with such interest is expressly agreed to be subordinated to the Federal Interest provided for in 45 CFR PART 1309 et., seq., and that the terms of 45 CFR PART 1309 or such other statutes setting forth the federal interest shall control.

In accordance 45 CFR PART 1309 et., seq., in the event that circumstances outlined in section 18 occur the following Federal Official must be informed:

Office of the Regional Administrator Administration for Children and Families 61 Forsyth Street, Suite 4M60 Atlanta, GA 30303 Telephone 404-562-2900 Office of the General Counsel
Department of Health and Human Services
200 Independence Ave. SW Room 713-F
Washington, DC 20201
Telephone: 202-690-7741

Office of the Commissioner Administration on Children, Youth and Families 1250 Maryland Avenue SW, Portals Eight Floor Washington DC 20201 Telephone: 202-205-8347 IN WITNESS WHEREOF, the Georgetown County Board of Education has caused this Agreement to be approved on its behalf by its duly-authorized agent, and TENANT has caused this Agreement to be approved by its duly-authorized agents, effective on the day and year specified above.

IN WITNESS THEREOF, we have here set our hands and seals.

	Georgetown County	Board of Education			
	By: (	Dunn		Mitness Vita	J. Harker
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	By: L. Mes	Peel Do		Witness	) C. Xarrelson
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## Georgetown County School District

BUSINESS SERVICES PROCUREMENT OFFICE

2018 Church Street

Georgetown, S.C. 29440

Phone (843) 436-7000



#### ANNOUNCEMENT

Notice of Award

Project: Running Track – Asphalt Package – Andrews and Carvers Bay High Schools Solicitation: #1812104

January 30, 2018

The District awards the above referenced project to Coastal Asphalt, from Conway, South Carolina, in the amount of the base bid of \$476,730.30.

Coastal Asphalt, has been determined to be the lowest responsive and responsible bidder of record.

"Award" occurs when the contract is executed between the Contractor and the District, and not sooner. You are cautioned not to begin work on the contract or incur any costs associated with the contract prior to the effective date of the contract. Georgetown County School District assumes no liability for the expenses incurred prior to the effective date of the contract.

Georgetown County School District

Lisa Johnson, CPA

Associate Superintendent for Finance and Technology

Georgetown County School District

Lisa Ackerman, CPPB

Director of Bond Referendum Construction and Procurement

#### Ackerman, Lisa

From:

Bob Sebire <bsebire@mbkahn.com>

Sent:

Monday, January 29, 2018 10:33 AM

To:

Ackerman, Lisa

Cc: Subject: Todd Weiss; Troy Tillman; Melanie Moore GCSD, AHS & CBHS asphalt track package

Attachments:

doc00351720180129103153.pdf

Lisa,

Attached is the bid tab and bid from Coastal Asphalt for the track asphalt package for Andrews and Carvers Bay High School's. Only one bid was received. We sent bid packages to Southern Apahalt, Palmetto Asphalt, Sunbelt and Hallas Construction.

The quote we received from Coastal Asphalt is in line with the cost of the GHS and WHS tracks. The existing track at AHS only had an average of 1" of asphalt. This has lead to 2" of asphalt and base being removed at this track and installing 2" of asphalt. The is 33% more work than at the other two tracks. The cost increase for AHS is about 15%, so we believe this cost is in line with the estimate. The track at CBHS required one of the radius to be re-worked to shorten the track to meet the length requirement. This is an extensive re-work and lead to a higher cost than the GHS or WHS tracks.

Coastal Asphalt has performed well on the previous two tracks and MBK recommends award of this contract in the amount of \$476,730.30 to Coastal Asphalt.

## Robert J. Sebire

Project Director

M. B. Kahn Construction Co., Inc. 2018 Church Street, Georgetown, SC 29440 803.917.5329 (mobile) 843.436.7083 (office) bsebire@mbkkahn.com



# M. B. KAHN CONSTRUCTION CO., INC.

PROJECT: OWNER:

DATE OF BID: LOCATION:

Asphalt Track, Andrews and Carvers Bay HS Georgetown County School District Georgetown County, Georgetown, SC

**BID TAB** 

Tuesday, January 23, 2018 @ 3:00 PM

CONTRACT: Asphalt paving

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the bids received on this Contract.

**Georgetown County School District** Procurement Office

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Robert J. Sebire, Project Director, M. B. Kahn