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## Monthly Business Meeting of the Board of Trustees

Monday, August 28, 2017

6:00 p.m. – Rawlinson Road Middle School

### A G E N D A

#### I. Call to Order - **Kendall Massey - The Children's School**

##### A. Approval of Agenda (Policy BEDB)

*(Under consent agenda, all action items will be voted on after one motion and second to approve them without discussion. If a board member wants any action item discussed or voted on separately, the board member, before the agenda is approved, must ask that the action item be moved to the discussion item section.)*

#### II. Recognitions

- A. Recognition of Board Members Windy Cole and Helena Miller
- B. Recognition of Beginning Teachers of the Year
- C. Recognition of District Teacher of the Year

#### III. Citizen Participation

#### IV. Consent Action Agenda

##### A. Approval of Minutes

- 1. June 26, 2017 business meeting (Policy BEDG)
- 2. July 6, 2017 called executive session (Policy BEDG)
- 3. July 24, 2017 called business meeting (Policy BEDG)
- 4. August 14, 2017 work session (incl. data session) (Policy BEDG)

##### B. Approval of Personnel Recommendations (Policy BDD)

##### C. Approval of New Use Agreements (Student Ministries, OEC)

##### D. Approval of Extension of Use Agreements (Head Start, New Spring (RRMS/YRES), B&GC Teen Center)

#### V. Action Agenda

##### **1<sup>st</sup> Read Policies** (Policy BG/BGD)

##### A. Approval of Policy **GCB** – Professional Staff Contracts & Compensation

##### B. Approval of **GDB** – Support Staff Contracts & Compensation

##### C. Approval of Policy **GBE** – Staff Rights and Responsibilities

##### D. Approval of Policy **GBEA** – Staff Ethics/Conflict of Interest

##### E. Approval of Policy **GBEB** – Staff Conduct

##### F. Approval of Policy **KF, KF-R** – Community Use of School Facilities

##### G. Approval of Elimination of Policy **GBC** – Staff Compensation

##### H. Approval of Elimination of Policy **CFC** – Assignment & Transfer of Building Administrators

##### I. Approval to Reallocate \$800,000 of Capital Fund Money to Purchase Furniture, Fixtures and Equipment for New District Office

##### J. Approval to Use State Model Procurement Code Section 3005

##### K. Approval of Superintendent Evaluation Date

##### L. Approval of Board Member Travel to NSBA (Cole, Hutchinson)

# Learn + Grow + Connect + Thrive

- VI. Communications
  - A. Ed Duffy – Teen CEO Day
- VII. Report of the Superintendent
  - A. Announcements
  - B. First Day of School Video
- VIII. Review of School Board Work Session
- IX. Other and Future Business
- X. Executive Session(s) if needed – *(Policy BEC)*
  - (1) Legal Matter – *Settlement of Legal Dispute*
  - (2) Personnel Matter - *Hiring*
  - (3) Contractual Matter - *Sale of Property*
- XI. Action as Required from Executive Session(s) *(Policy BEC)*
- XII. Adjournment

**Learn + Grow + Connect + Thrive**



Communications Department  
Telephone: 981-1008 - Fax: 981-1094

## Memorandum

**TO:** Dr. Kelly Pew  
**FROM:** Mychal Frost  
**DATE:** August 24, 2017  
**SUBJECT:** Call to Order at May 22<sup>nd</sup> School Board Meeting

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**Kendall McKenzie Massey**, a 2<sup>nd</sup> grader at The Children's School, will provide the "Call to Order" at the August 28<sup>th</sup> school board meeting.

### **Kendall:**

- is involved with the school's Recycling Team
- is a member of the school's morning announcements crew

**Parents:** Jeremy and Maquetta Massey

**Siblings:** none in Rock Hill Schools

**Principal:** Mrs. Jacqueline Jones

### **Mailing Address:**

1531 Meadow Glen Lane  
Rock Hill, SC 29730

## Memorandum

**TO:** Dr. Kelly Pew  
**FROM:** Mychal Frost  
**DATE:** August 24, 2017  
**SUBJECT:** Recognitions for August 28<sup>th</sup> School Board Meeting

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### A. Recognition of Board Members Windy Cole and Helena Miller

Two board members have earned recognition by the South Carolina School Boards Association (SCSBA) for achievement in the association's 2016–2017 Boardmanship Institute.

SCSBA Boardmanship Institute offers a year-round training curriculum to help board members develop skills and stay abreast of state and national education issues. Workshops focus on school law, advocacy and legislation, improving board operations, leadership for improving student achievement, and other timely topics.

Board members can achieve up to six levels of recognition by earning points that are accrued annually from July through June.

- **Helena Miller** reached Level Two after earning 40 points within one year. She receives a certificate and a silver pin.
- **Windy Cole** reached Level One after earning 25 points and receives a certificate.

Statewide, SCSBA recognized 147 school board members for reaching one of six levels for the 2016–2017 year with certificates of achievement and a lapel pin designated their level of accomplishment in the institute.

### B. Recognition of Beginning Teachers of the Year

Each year, the district recognizes a beginning teacher of the year at the elementary and secondary levels who finished their first year in the teaching profession in the prior school year. The elementary winner is **Sally Berger**, a guidance counselor at Finley Road Elementary and the secondary winner is **Michelle Perez**, an English teacher at Rock Hill High School.

### C. Recognition of District Teacher of the Year

**Susan Snyder**, a science teacher at Northwestern High School entering her 16th year in the classroom, was named Rock Hill Schools' 2017-2018 District Teacher of the Year as part Friday's back to school rally hosted by South Pointe High School. As the district teacher of the year, Snyder receives a 2017 Honda CR-V LX for use during the upcoming school year courtesy of Honda Cars of Rock Hill, \$1,000 from the district, and a \$500 classroom grant from the Rock Hill Schools Education Foundation. Snyder will serve as co-chair of the Rock Hill Schools teacher forum and is now in the running to be selected as the South Carolina Teacher of the Year.





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## **Meeting of the Board of Trustees**

Monday, June 26, 2017

6:00 p.m. – Rawlinson Road Middle School

### **I. Call to Order and Approval of Agenda**

The Board of Trustees met on this date at 6:00 p.m. with members present as follows: Jim Vining, Chairman; Windy Cole; Mildred Douglas; Terry Hutchinson; Helena Miller; and Ann Reid. Jane Sharp was absent. Chairman Vining called the meeting to order and led in a moment of silence and the Pledge of Allegiance.

Chairman Vining stated that the local news media had been notified of the agenda, in writing, on Friday, June 23, 2017.

A motion was made by Helena Miller, seconded by Mildred Douglas, to approve the meeting agenda. Chairman Vining noted that Approval of the FY17-18 General Fund Budget would be moved to the 1<sup>st</sup> item on the Action Agenda. The agenda was unanimously approved as amended, 6-0.

Dr. Pew introduced new employees Mr. Delandris Jones, world language coordinator and Ms. Bettina Feaster, internal auditor in our finance department. Also, not new to our district but to a new position, is Mr. Damon Ward – director of Central Child Development Center.

### **II. Recognitions**

#### **A. SC Chapter of the National School Public Relations Association Award Winners**

The South Carolina chapter of the National School Public Relations Association (SC/NSPRA) recently recognized Rock Hill Schools, Lesslie Elementary School, Northwestern High School, and South Pointe High School at its annual Rewards for Excellence ceremony held April 28 in Columbia at the South Carolina Museum. This program recognizes outstanding communications and public relations efforts by South Carolina schools, school districts, and education agencies and associations.

This year, the district and three schools earned a combined nine awards:

- Rock Hill Schools' director of communications Mychal Frost's "marketing school choice" entry received a Golden Achievement award and communications specialist Dustin Wilson collected an electronic media award for his behind-the-scenes video feature of the 2016 state football championship game in which South Pointe claimed its third straight title. Together, Frost and Wilson were recognized for the district's website which was completely rebuilt at the start of the 2016-2017 school year. They are both awaiting notification if their entries will receive national attention from NSPRA next month in San Antonio.

- Seberina Myles, principal of Leslie Elementary, earned a publication award for her e-newsletter that is sent weekly to nearly 400 parents in addition to her faculty and staff.
  - Northwestern High School guidance counselor Bridget Elmore was recognized for her senior newsletter, a publication designed to inform Trojan seniors and their families about college and career opportunities as well as scholarships and pertinent information for seniors.
  - South Pointe High School Principal Al Leonard accepted two marketing awards for the Stallions in the publications category. The winning advertisements were a full-page in The Herald that highlighted accomplishments and achievements by students at the school and the other was a full-page in the South Carolina High School League weekend of champions' football program.
- B. Congratulations to Northwestern High School's Julia Breitreutz. She was one of nine students from our district to qualify for the national competition of the National History Day. To reach the national finals in College Park, Maryland, Julia and the other students completed research on a chosen topic and presented a project at the regional competition hosted by Winthrop University before advancing to the state competition and then to nationals. Julia's entry in the Individual Performance category – "Nellie Bly Undercover: The Reporter Who Dared to Go Behind the Scenes" earned her a national award on June 15. Congratulations to Julia and her teacher Misty Gray.

### III. Citizen Participation - None

### IV. Consent Action Agenda

On a motion by Terry Hutchinson, seconded by Mildred Douglas, the following topics on the consent action agenda were unanimously approved: the minutes of the May 15, 2017 called work session; the minutes of the May 22, 2017 business meeting; the minutes of the June 12, 2017 work session (incl. data session); the personnel recommendations as submitted by the administration; Use of Facilities Request for *New Spring Church*; and, an Activity Bus Rental Request for Winthrop.

### V. Action Agenda

#### A. FY 17-18 General Fund Budget

Chairman Vining stated that the proposed budget is \$151.2M and is a balanced budget. The budget was discussed at the work session in May, the superintendent held three meetings out in the school district, and a public hearing was held prior to the June work session to present this to the public. This budget is a 2.74% increase from prior year and includes a blend of district and state financing. Mr. Vining also stated that the pension system in the state of South Carolina is very tough for us to do, and is one of the reasons that, for this to be a balanced budget, we must ask for a maximum tax increase of six mills.

A motion was made by Mildred Douglas, seconded by Ann Reid, to approve the proposed FY 17-18 General Fund **balanced** budget in the amount of \$151.2M, and a six mill tax increase.

Mrs. Miller expressed thanks to the administration for bringing forward a balanced budget, and stated how much she wishes we were fully funded by the State.

Mr. Vining stated a balanced budget is good to see, and it is unfortunate there has to be a tax increase. Mr. Vining also stated that if funding remains the same, it will be very difficult for us to continue to balance the budget even with the maximum tax increase, unless something changes significantly with State funding.

This motion was unanimously passed, 6-0.

**B– F, H. Approval of 2<sup>nd</sup> Read Policies**

A motion was made by Terry Hutchinson, seconded by Helena Miller, to approve the following 2<sup>nd</sup> read policies:

Policy **GBA** – *Open Hiring/Equal Employment Opportunity*

Policy **GBAA, GBAA-R** – *Employee Racial/Sexual Discrimination and Harassment*

Policy **GBAA-E** – *Employee Sexual Harassment Complaint Form*

Policy **GBEB** – *Staff Conduct*

Policy **IKF** – *Graduation Requirements*

Policy **EF, EF-R** – *Food Services*

This motion was unanimously approved, 6-0.

**G. Approval of Policy ADF- District Wellness**

A motion was made by Mildred Douglas, seconded by Ann Reid, to approve Policy **ADF** – *District Wellness*, for 2<sup>nd</sup> read.

Mrs. Miller stated she feels we have a good policy at this point, and she appreciates the administration's work on this policy.

Chairman Vining stated he feels there are some things in the policy that shouldn't be there, and there are things missing in an administrative rule that should be there. Mr. Vining stated he is not against wellness, but we are in the education business and for us to have a significant district wellness policy it should be embedded in the curriculum. Mr. Vining will not support this policy.

Mrs. Miller noted that her support of this policy hinged on stakeholder input when looking at what is allowed to be brought into the schools.

This motion was passed, 5-1, with Mr. Vining voting against.

**I. Approval of Policy JKE, JKE-R – Expulsion of Students**

A motion was made by Helena Miller, seconded by Ann Reid, to approve Policy **JKE, JKE-R** – *Expulsion of Students* for 2<sup>nd</sup> read.

Dr. Pew stated that there was a request for the administration to ensure that our hearing officers understood what they were able to do. Dr. Kokolis sent an email to the hearing officers stating that if a student comes to them for an expulsion hearing, they can do one of three things – uphold the expulsion, return the student to his/her home school, or recommend the student to an alternative program in lieu of the expulsion. The hearing

officers have also been made aware that if they need additional support they should call Dr. Kokolis. Both hearing officers have indicated that they understand and agree with these changes.

Mr. Vining stated the changes in the policy help speed up the process and shorten the communications time, as well as returning authority to the hearing officer to send the student to an alternative program, which are important changes.

Mrs. Miller expressed her appreciation to the administration for their work on this policy. She stated she feels everyone on the Board has learned a lot about the process in working on this policy.

Mrs. Douglas stated she hopes we have not put our backs against this wall to where we won't have any wiggle room with this policy.

This motion was unanimously passed, 6-0.

**J. Approval of FY17-18 Food Service Adult Meal Price Increase**

A motion was made by Terry Hutchinson, seconded by Ann Reid, to approve the administration's recommendation for a Food Service Adult Meal Price increase for FY17-18. Breakfast adult meals will go from \$1.95 to \$2.25 and lunch adult meals will go from \$3.25 to \$4.00.

This motion was unanimously approved, 6-0.

**K. Approval of July Board Meetings (July 6, July 24)**

A motion was made by Terry Hutchinson, seconded by Ann Reid, to approve the July board meeting dates. The administration has recommended that in lieu of the normal July work session and business meeting that we have two short meetings for personnel items: Thursday, July 6 @ 8:00 a.m. at Rawlinson Road Middle School; and, Monday, July 24 @ 8:00 a.m. at Rawlinson Road Middle School.

This motion was unanimously passed, 6-0.

**VI. Communications - None**

**VII. Report of the Superintendent**

**A. Announcements**

Superintendent Kelly Pew made the following announcements:

- Our construction management office is prepping for an action-packet summer with projects across the district picking up steam. You are encouraged to visit the district's capital building program, "Build on the Rock," website – [www.rock-hill.k12.sc.us/BuildOnTheRock](http://www.rock-hill.k12.sc.us/BuildOnTheRock) - for more information. This website provides status updates on active and planned construction projects in the district. On the page, viewers can see project descriptions, before and after photographs, and construction timelines.
- The district office staff and departments have been temporarily relocated to the Flexible Learning Center. Staff and members of the public needing access to the district office should visit us at our temporary location at 1234 Flint St. Extension.

- The Board of Trustees will next meet on Wednesday, July 6 for a special called executive session for the purpose of hiring personnel. The meeting will begin at 8:00 a.m. The next business meeting will be Monday, July 24 at 8:00 a.m. Please note that all board meetings through at least January 2018 will be held at Rawlinson Road Middle School's auditorium due to the relocation of the district office. Please note that the July meetings will not be streamed on our website.

#### **VIII. Review of School Board Work Session**

Mr. Vining reviewed, for the viewing audience, the topics discussed at the June 12 work session.

#### **IX. Other and Future Business**

- \*The board requested recommendations on graduation ceremonies at the August work session
- \*Discussion on proposed solar farm at the August work session
- \*Online registration update at August work session
- \*ATC enrollment update requested
- \*School bus update requested
- \*Summer reading update requested
- \*Swimming update requested

#### **X. Executive Session(s)**

A motion was made by Mildred Douglas, seconded by Ann Reid, to adjourn open session and enter into executive session to discuss **Personnel Matter – Hirings**. This motion was unanimously approved, 6-0.

#### **XI. Action as required from Executive Session(s)**

A motion was made by Terry Hutchinson, seconded by Helena Miller, to adjourn executive session and reconvene open session. This motion was unanimously approved, 6-0.

A motion was made by Windy Cole, seconded by Terry Hutchinson, to accept the administration's recommendation for the Executive Director of Professional Learning & Choice Programs.

This motion was unanimously approved, 6-0.

#### **XII. Adjournment**

On a motion by Terry Hutchinson, seconded by Helena Miller, the meeting adjourned.

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Secretary

APPROVED: \_\_\_\_\_  
Chairman

Meeting of the Board of Trustees  
Monday, June 26, 2017

## **PERSONNEL MATTERS – June 2017**

### **The board affirmed contracts for the following administrative employee:**

Diana G. Fitzgerald..... Food Services

### **The board affirmed contracts for the following certified employee(s):**

Karis Burgin..... Applied Technology Center  
Tyrone Jenkins..... Applied Technology Center  
Jenna Beard..... Belleview  
Jennifer Bodie..... Belleview  
Sarah Hill..... Belleview  
Adrienne Caldwell..... Castle Heights  
Brittney Jensen..... Castle Heights  
Kristin Adams..... Dutchman Creek  
Morgan Jackson..... Dutchman Creek  
James Sanford..... Dutchman Creek  
Sarah Lim..... Exceptional Student Education  
Sally Mason..... Exceptional Student Education  
Ashley Christian..... Independence  
Erica Madsen..... Mt. Holly  
Marcia A Stager..... Mt. Holly  
Sarah Berry..... Northwestern  
Robert Page..... Northwestern  
LaMeisha M. Woods..... Northwestern  
Amanda MacIntosh..... Oakdale  
Dena McCloskey..... Oakdale  
Sarah Pfeiffer..... Old Pointe  
April Jones-Sefchick..... Old Pointe  
Milagros Bell..... Rawlinson Road  
Margaret Rivard..... Richmond Drive  
Reanna Clawson..... Rock Hill High  
Alexandra Freeman..... Rock Hill High  
Kimberley Hope..... Rock Hill High  
Megal Lucas..... Rock Hill High  
Lynette Smith..... Rock Hill High  
Marian Bryce Berks..... Rosewood  
Renaud Coning..... Rosewood  
Emmanuelle Laval..... Rosewood  
Joni Turner..... Rosewood  
Rebecca Bridges..... Saluda Trail  
Lisa Hamilton..... Saluda Trail  
Rebecca McCoy..... Saluda Trail  
Annelise Watkins..... Saluda Trail  
Christopher Jackson..... Sullivan  
Jennifer Bucciarelli..... South Pointe  
Alyssa Danaher..... South Point  
LaShell Mooring..... South Pointe

Christy Reavis..... South Pointe  
Elizabeth Cooper ..... Sunset Park  
Rachel Copeland..... Sunset Park  
Janet Emerick..... Sunset Park  
Nicole Hadden ..... Sunset Park  
Brandy Heyward..... Sunset Park  
Keith Mastrion ..... Sunset Park  
Krystal Wallace ..... Sunset Park

## **AS INFORMATION TO THE BOARD**

### **Resignations – Administrative**

Richard Melzer ..... DO/Instruction  
Cassidy Valerino ..... Northside  
Stephanie DiStasio ..... Rosewood

### **Deceased - Certified**

Margaret Joy Hiott..... India Hook

### **Letter of Agreement Ended - Certified**

Candi B. Mitchell - Rosewood

### **Resignations – Certified**

Thomasina L. Curenton..... Lesslie  
Amber E. Miller ..... Northside  
Robert Page ..... Northwestern  
Joy Hyslop..... Old Pointe  
Carmen Brittain ..... South Pointe  
Courtney M. Aaron..... Sunset Park  
Tracy T. Fisher ..... Sunset Park

### **Transfers – Certified**

Robert T. Ellison ..... Applied Technology Center  
Jennifer Holle ..... Castle Heights  
Diane M. Alexander ..... Central Child Development Center  
Melissa Reeves ..... Central Child Development Center  
Katherine C. Schaade ..... Dutchman Creek  
Kimberly M. Whetstine..... Exceptional Student Education  
Sally Jackson ..... Independence  
Andrea Walker ..... Northside  
Tina Y. Perkins..... Lesslie  
Lesslie Pursley..... Lesslie  
Meredith E. Horton..... Northside  
Darlene Knox ..... Northside  
Norma Nivens..... Northwestern/Rock Hill  
Teresa B. Gaskill ..... Old Pointe  
April Jones..... Old Pointe  
Jennifer L. Baughman ..... Renaissance Academy

Taylor C. Madsen ..... South Pointe  
Janetta Morrison ..... York Road

**New Employees – Non-Certified**

Neala Caldwell ..... Adult Education  
Nina Cullinan ..... DO/Student Services  
Sherry Walker..... DO/Food Services  
Carol Dianne Workman..... Rock Hill High  
Sidney Ellis..... South Pointe

**Resignations – Non-Certified**

Neala Caldwell ..... Adult Education  
Cashonda D. Barron ..... Exceptional Student Education  
James A. Hayes ..... Facilities Services  
Deborah Blackston ..... Mt. Gallant  
James B. Crawford, Jr. .... Mt. Holly  
Robert L. Werner, IV ..... Rock Hill High  
Carol Dianne Workman..... Rock Hill High  
Stephanie Flippin-Smith..... Rosewood  
Sue Hindman ..... Rosewood  
Sherry B. Strawn ..... The Children's School

**Transfers – Non-Certified**

Tina S. Davis ..... Applied Technology Center  
LaSalle Foster..... Central Child Development Center  
Jason Hogue ..... Facilities Services  
Tayari N. Feemster ..... Lesslie  
Allyson French ..... Northside  
Deborah J. Garnett..... Rosewood



## **ROCK HILL SCHOOL DISTRICT THREE BOARD OF TRUSTEES**

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### **Called Executive Session**

**Thursday, July 6, 2017**

**Rawlinson Road Middle School**

The Rock Hill School District Three Board of Trustees held a called executive session on Thursday, July 6, 2017 at Rawlinson Road Middle School for Personnel Matters: *Hirings*. Members present were as follows: Windy Cole, Mildred Douglas, Terry Hutchinson, and Ann Reid. Jim Vining and Helena Miller were present via video conference. Jane Sharp was absent.

The meeting was called to order by Vice-Chair Mildred Douglas who led in a moment of silence and the Pledge of Allegiance. Mrs. Douglas stated the local news media had been notified of the called meeting in writing on Friday, June 30, 2017.

A motion was made by Windy Cole, seconded by Terry Hutchinson, to allow Board Members Jim Vining and Helena Miller to participate in the called executive session via video conference. The motion was approved 4-0 with Mr. Vining and Mrs. Miller abstaining.

### **Approval of Agenda**

A motion was made by Terry Hutchinson, seconded by Helena Miller, to approve the agenda. This motion was unanimously passed, 6-0.

### **Executive Session**

A motion was made by Windy Cole, seconded by Terry Hutchinson, to adjourn open session and enter into executive session for personnel matters. This motion was unanimously approved, 6-0.

### **Open Session**

A motion was made by Terry Hutchinson, seconded by Ann Reid, to adjourn executive session and reconvene open session. This motion was unanimously passed, 6-0.

### **Action from Executive Session**

A motion was made by Windy Cole, seconded by Terry Hutchinson, to accept the administration's recommendation for the principals of Independence and Rosewood Elementary Schools. This motion was unanimously approved, 6-0.

**Adjournment**

On a motion by Terry Hutchinson, seconded by Windy Cole, the meeting adjourned.

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Secretary

APPROVED: \_\_\_\_\_  
Chairman

## **ROCK HILL SCHOOL DISTRICT THREE BOARD OF TRUSTEES**

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### **Called Business Meeting**

**Monday, July 24, 2017**

**Rawlinson Road Middle School**

The Rock Hill School District Three Board of Trustees held a called business meeting on Monday, July 24, 2017 at Rawlinson Road Middle School. Members present were as follows: Windy Cole, Mildred Douglas, Terry Hutchinson, Ann Reid, Jane Sharp and Jim Vining. Mrs. Miller was present via video conference.

Chairman Vining called the meeting to order. Mr. Vining led in a moment of silence and the Pledge of Allegiance. Mr. Vining stated the local news media had been notified of the called meeting in writing on Friday, July 21, 2017.

A motion was made by Windy Cole, seconded by Jane Sharp, to allow Mrs. Miller to participate in the called business meeting via video conference. This motion was passed 6-0, with Mrs. Miller abstaining.

### **Approval of Agenda**

A motion was made by Terry Hutchinson, seconded by Jane Sharp, to approve the agenda. This motion was unanimously passed, 7-0.

### **Executive Session**

A motion was made by Terry Hutchinson, seconded by Helena Miller, to adjourn open session and enter into executive session for personnel matters and legal matters. This motion was unanimously approved, 7-0.

### **Open Session**

A motion was made by Windy Cole, seconded by Terry Hutchinson, to adjourn executive session and reconvene open session. This motion was unanimously passed, 7-0.

### **Action from Executive Session**

A motion was made by Windy Cole, seconded by Mildred Douglas, to accept the resolution and consent for Rock Hill School District 3 in their agreement with the Catawba Indian Nation. This motion was unanimously approved, 7-0.

A motion was made by Jane Sharp, seconded by Helena Miller, to accept the administration's recommendation for administrative changes.

**Consent Action Agenda**

On a motion by Jane Sharp, seconded by Terry Hutchinson, the board voted unanimously to approve the following items on the Consent Action Agenda: the personnel recommendations as submitted by the administration; and a Use of Facilities Request.

**Other Business**

Mr. Vining and Dr. Sharp commented on a poverty simulation they had recently attended.

**Adjournment**

On a motion by Terry Hutchinson, seconded by Jane Sharp, the meeting adjourned.

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Secretary

APPROVED: \_\_\_\_\_  
Chairman

## **ROCK HILL SCHOOL DISTRICT THREE BOARD OF TRUSTEES**

**School Board Work Session**  
**Monday, August 14, 2017**  
**Rawlinson Road Middle School**

### **Data Session**

The Board received information from Dr. Sheila Quinn, with the SC State Department of Education, on assessment and accountability. *(This session took place from 4:00-5:00 p.m.)*

### **Call to Order**

The Rock Hill School District Three Board of Trustees met this date at 4:00 p.m. with members present as follows: Windy Cole, Mildred Douglas, Terry Hutchinson, Helena Miller, Ann Reid, Jane Sharp, and Jim Vining. Mr. Vining called the meeting to order and led in a moment of silence and the Pledge of Allegiance. Mr. Vining stated the local news media was notified of the agenda, in writing, on Friday, August 11, 2017. Amanda Harris, with *The Herald*, was present.

A motion was made by Terry Hutchinson, seconded by Helena Miller to approve the agenda. The agenda was unanimously approved as presented, 6-0. *(Dr. Sharp was not present at the time the agenda was approved.)*

### **Section “G” Policies – 2<sup>nd</sup> Set – 1<sup>st</sup> Reading**

Dr. Tanya Campbell, chief personnel officer, reviewed with the Board the 2<sup>nd</sup> set of Section “G” policies for 1<sup>st</sup> reading.

Policy **GBC** – *Staff Compensation*

Policy **GCB** – *Professional Staff Contracts & Compensation*

Policy **GDB** – *Support Staff Contracts & Compensation*

Policy **GBE** – *Staff Rights and Responsibilities*

Policy **GBEA** – *Staff Ethics/Conflict of Interest*

Policy **GBEB** – *Staff Conduct*

It is recommended that Policy **GBC** be eliminated, as the information in this policy is covered in Policies **GCB** and **GDB**.

These policies will be on the August business meeting agenda for 1<sup>st</sup> read approval or for approval to eliminate.

### **Policy CFC – Assignment and Transfer of Building Administrators**

Dr. Campbell also discussed revisions to Policy **CFC** – *Assignment and Transfer of Building Administrators*.

Currently the way this policy reads is such that all administrative transfers of building administrators have to be approved by the Board of Trustees. We are asking to eliminate this policy because if a person is transferred by the administration and the Board approves, there is no process of appeal, should that employee not be in agreement of the transfer.

The Board would continue to be notified of any such transfer.

**School Board Called Work Session – Page 2**  
**Monday, August 14, 2017**  
**Rawlinson Road Middle School**

This policy will be on the August business meeting agenda for approval to eliminate, if the alternate policy that contains this information is provided at that time.

**ATC-YEC-RHS Solar Hosting Partnership / Land Use Agreement**

Deputy Superintendent Tony Cox provided the Board with York Electric Cooperative's proposal to use the RHS open land in the northeast corner of ATC as a solar hosting site for its community solar program. Their proposal includes a long-term land use agreement to host a 1.1 acre solar station at this location.

In return for granting the use of the un-used or available vacant land, RHS will:

- (1) Receive a combined revenue stream and operations savings of over \$65,000 over the term of the agreement,
- (2) Show a significant commitment to sustainability and corporate social responsibility, publicized broadly in multiple media by YEC,
- (3) Enhance the image and appeal of the Applied Technology Center as a "high-tech" career learning site,
- (4) Support and supplement the Electricity Curriculum at the ATC, allowing students to study and use the solar station as a "living classroom" under supervision.

Stakeholder input was actively sought from landowners adjacent to the proposed site, the principals and School Improvement Councils of Northwestern High School, Rawlinson Road Middle School, the Applied Technology Center and York Road Elementary School. In addition, comments were sought from the Electrical Program Instruction at ATC and his parent/community advisory panel.

There are no costs incurred to Rock Hill Schools - York Electric Cooperative builds it, operates it and maintains it.

Mrs. Miller expressed her concern that the agreement is for 25 years. Mrs. Miller asked if there is anything in our future expansion plans that will be negatively affected by YEC using this particular location.

Mr. Vining referenced the recent situation with the tennis center and the expansion at Sullivan Middle School and suggested there may be a risk when selling land that is close to our schools not knowing what we will need 10 years from now.

Dr. Sharp stated she feels this is the future of what our kids need to learn, part of a curriculum, and she doesn't equate this to the tennis court situation.

Chairman Vining stressed proximity to the school, future use, length of lease, and rent too low as major concerns. Mr. Vining stated he is not opposed to the panels, but he is opposed to rushing in to a 25 year

**School Board Called Work Session – Page 3**  
**Monday, August 14, 2017**  
**Rawlinson Road Middle School**

lease without adequately publicizing. Mr. Vining feels we have plenty of time to publicize and have a community meeting and have meetings with each of the SIC's before jumping ahead.

Dr. Sharp stated our students need this information and practice now. She stated we can't disagree with something that really will enrich their education now just because it might have to change in 25 years.

Mr. Vining again stated that he feels we need to take time to get input from the community before proceeding with a 25 year lease.

Mr. Hutchinson stated he doesn't feel there will be much community feedback and he doesn't feel there is any better use for that piece of land.

Mrs. Cole suggested the Board keep in mind that we are talking about leasing for the next 25 years a piece land that we still own vs a selling price of a piece of land that is sold outright. She also stated she would rather see solar panels on that land than another QT station.

Mrs. Douglas expressed concern that we will not be able to do this in the current school year with all the additional information that is being requested of the administration. She also stated she feels this is a good thing for our students, and will give some of those students who will not go to college, a skill.

Mr. Vining suggested the administration go ahead and get this proposed long term lease on the County Council's docket for their consent.

After obtaining community input, the Board will need to discuss that information at a future work session.

**Policy KF, KF-R – Community Use of School Facilities – 1<sup>st</sup> Reading**

Community Use Coordinator Mrs. Glenette Neal provided a short update on the Community Use Program. Mrs. Neal stated that in the last school year there were 5,931 after hours school events scheduled, 651 community facility rental events scheduled and \$372,000 recovered.

Mrs. Neal and Deputy Superintendent Tony Cox reviewed the proposed revisions to Policy **KF, KF-R – Community Use of School Facilities**.

The administration was asked to obtain legal review to define a "lease."

This policy and administrative rule will be on the August business meeting agenda for 1<sup>st</sup> reading.

**New Use Agreements**

Mr. Brian Vaughan, Executive Director of Facilities, provided the Board with information on two new Facility Use Agreement requests for (1) Student Ministries of Rock Hill (CHMS); and, the Old English Consortium (OEC) (Flexible Learning Center). These requests will be on the August business meeting Consent Agenda for approval.

**School Board Called Work Session – Page 4**  
**Monday, August 14, 2017**  
**Rawlinson Road Middle School**

**Extension of Use Agreements**

Mr. Cox provided the Board with information on three requests for extensions of Facility Use Agreements for: New Spring/New Spring Church Youth Ministries, Head Start, and the Boys & Girls Club Teen Center. These requests will be on the August business meeting Consent Agenda for approval.

**Build on the Rock – Construction Update / New Procurement Code Section**

Mr. Cox along with Mr. Vaughan, and Mr. Bill Klein, provided a Build on the Rock construction update.

Mr. Cox reminded the Board of the \$13.5M that became available to us as the result of a very good stock market. We allocated those funds back to projects that were already defined within the bond referendum.

Mrs. Terri Smith, Chief Finance Officer, shared with the Board that back in Nov 2016 the Board approved the transfer of \$1.3M from the general fund to the capital projects fund for the end of 2015-16 fiscal year. A large portion of that 1.3 was allocated to fund a portion of the Sullivan language immersion academy project which was approved by the Board in May 2017.

We are recommending that we reduce that amount that is being funded by the amount that was transferred from the general fund by \$800,000 and instead utilize \$1.2M of the bond premium funds for line item #18 which is Sullivan Middle School. The \$1.2M will insure adequate funds availability and also provide additional funds for added bathroom renovations and furnishings procurement as need.

Dr. Pew stated that in doing this it would allow us to allocate some other resources to FF&E at the new district office building – furniture, technology for the board room, etc. This money is not out of any bond proceeds.

Chairman Vining requested a list of all the projects that are not funded to be sure we are not putting funds into the district office that should go into classrooms.

Dr. Pew reminded the Board that there is a facility study being conducted, so she cannot say there won't be another need anywhere in the district.

This will be on the August business meeting for approval by the Board.

Mr. Cox and Mr. Bill Klein explained for the Board the new State Model Procurement Code Section 3005, ***Project Delivery Methods Authorized***. This code allows various alternative procurement procedures which are needed/advantageous in today's construction market.

The administration is requesting advance approval of State Model Code Section 3005. Our revised and updated Procurement Code, including this new section, will be brought to the Board in its entirety for approval later this fall.) This will be on the August business meeting for approval by the Board.



**School Board Called Work Session – Page 5**  
**Monday, August 14, 2017**  
**Rawlinson Road Middle School**

**Superintendent Evaluation**

The Board discussed a date for the Superintendent's evaluation. This will take place at the October 23 business meeting. This will be on the agenda at the August business meeting for approval.

**Online Registration Update**

Director of Communications Mychal Frost provided an overview of the online student registration system, including system design, communication effort leading up to the and following the launch, and customer feedback. Through August 8, 65% of students were "sealed" and 30% of students were not yet "completed." Registration events are continuing at the schools.

**Report on Summer School Programs**

Elementary assistant principals Jaime Cochrane and Mabra Wayman highlighted the Read to Succeed summer reading camp. Associate Superintendent Harriet Jaworowski highlighted the Summer Challenger Program and Dr. Bill Cook, Executive Director of Secondary Education, provided a summer school report for middle and high school.

**Community Visits**

Chairman Vining talked with the Board about Community Visits for this school year. The Board will continue their visits on Fridays, and the schedules will be arranged so that board members can have lunch at the second school of the day.

**Graduation Recommendations**

Superintendent Pew shared with the Board how the administration is gathering feedback on graduation ceremony disruptions, in order to provide the Board with a recommendation on how to handle these disruptions in the future: student leaders/speakers who are on the program could reiterate expectations in their opening remarks; consider including additional law enforcement to monitor and deter inappropriate behavior; include this topic on the agenda for each high school to discuss and gain feedback from SIC's; direct law enforcement to ticket spectators who disrupt the ceremonies; and, Dr. Pew plans to solicit feedback from her student advisory council.

**SCSBA Advocacy – CHMS September 6**

All Board members are registered for the SCSBA Local Advocacy Meeting to be held at Castle Heights Middle School on September 6.

**NSBA Conference**

Terry Hutchinson and Windy Cole plan to attend the NSBA annual conference in San Antonio in April. This will be on the agenda at the August business meeting for approval.

**Other and Future Business**

- \*Chairman Vining has a TIF report that he will provide to all board members.
- \*Update on certification of choice programs in Hotline.
- \*Expulsion information will be included in a future Hotline.
- \*Review of policy on SRO's.

**School Board Called Work Session – Page 6**  
**Monday, August 14, 2017**  
**Rawlinson Road Middle School**

**Executive Session**

A motion was made by Terry Hutchinson, seconded by Helena Miller, to adjourn open session and enter into executive session for the following: Personnel Matter – *Hiring*.

This motion was unanimously passed, 7-0.

**Action as Required from Executive Session**

A motion was made by Terry Hutchinson, seconded by Jane Sharp, to adjourn executive session and reconvene open session. This motion was unanimously passed, 7-0.

A motion was made by Mildred Douglas, seconded by Ann Reid, to accept the administration's recommendation for the new assistant principal at Castle Heights Middle School.

This motion was unanimously approved, 7-0.

**Adjournment**

On a motion by Windy Cole, seconded by Helena Miller, the meeting adjourned.

**MONTHLY BOARD REPORT**

**AUGUST 28, 2017**

**PERSONNEL DEPARTMENT**

**SUMMARY**

ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY  
ROCK HILL, SOUTH CAROLINA

1. BOARD ACTION REQUIRED

CERTIFIED

New Employees .....(39)

2. AS INFORMATION TO THE BOARD

Resignations.....(14)

Transfers .....( 5)

NON-CERTIFIED

New Employees .....(18)

Resignations.....(10)

Transfers .....(18)

## **BOARD ACTION REQUIRED**

### **NEW EMPLOYEES – CERTIFIED (39)**

Dr. Cheneir Neely	Applied Technology Center	Health science teacher
Melodie S. Beck	Bellevue	Grade four teacher
Nancy Shapiro	Bellevue	Special education teacher/multi-cat II
Julie G. Grider	Castle Heights	Career & technology teacher
Jennifer Pinti	Central Child Development Ctr.	Special education teacher/SC/DD
John Brandt	Dutchman Creek	Grade seven science teacher
Amy McMichael	Dutchman Creek	Media specialist
Tiffany Smith	Dutchman Creek/Saluda Trail	Guidance counselor
Bobbi Tucker	Dutchman Creek	Grade eight math teacher
Carrie Mann	Ebenezer Avenue	.6 FTE Math intervention teacher
Jessica Smith	Ebenezer Avenue	Art teacher
Sara Bruschi	Exceptional Student Education	Speech therapist
Amy Kahre	Exceptional Student Education	Occupational therapist
Diana Gardin	Finley Road	Grade two teacher
Megan Langston	Independence	Grade one teacher
Conrad Hayes	Lesslie	Special education teacher/SC/ED
Joshua Honea	Northwestern	Family & consumer science teacher
Dawn L. Pursley	Northwestern	Program coordinator/IB coordinator
Michelle Silva	Northwestern	.5 FTE English teacher
Shannon Colclough	Oakdale	Special education teacher/SC/ED
Cassandra Carroll	Rawlinson Road	Grade eight math/science teacher
Katrina Harris	Rawlinson Road	Special education resource teacher
Loren McNeal	Rawlinson Road	Guidance counselor
Pamela Unruh	Rebound	Middle level language arts teacher
Charlina Carter	Rock Hill High	Science teacher
Terri Phillips	Rock Hill High	Special education resource teacher
Mark Riggs	Rock Hill High	English teacher
Jihan Breedlove	Rosewood	Grade five teacher
Kristen Gainey	Rosewood	.5 French immersion teacher/.5 French teacher
Cecile Richardson	Rosewood	Grade four teacher
Kevin Brinkley	Saluda Trail	Special education resource teacher
Janice Blakeney	South Pointe	Science teacher
Teresa Pasquier	South Pointe	Spanish teacher
Demetria Roach	South Pointe	Family & consumer science
Melissa Scott	South Pointe	Drama teacher
Jimmy Staton	South Pointe	Business education teacher
Darrell Newman	Sullivan	Special education resource teacher
Valerie Schoen	Sunset Park	Grade three teacher
Martha Elliott	York Road	.6 FTE Math intervention teacher

## **AS INFORMATION TO THE BOARD**

### **RESIGNATIONS – CERTIFIED (14)**

Tiffany M. Rickey	Dutchman Creek	Media Specialist
Suzanne B. Williams	Mt. Holly	Grade two teacher
Latasha N. Frink	Northwestern	Family & consumer teacher
Dawn L. Pursley	Northwestern	Program coordinator/IB coordinator
Evette S. Evans	Rawlinson Road	Grade six math teacher
John Combs	Rock Hill High	Science teacher
Alexandra T. Frye	Rock Hill High	English teacher
Victoria A. Muller	Rosewood	Grade four teacher
Debra G. McCauley	Saluda Trail	Special education resource teacher
Stacie L. Dobson	South Pointe	Business education teacher
Alexandra H. Weinsz	South Pointe	Drama teacher
Christine S. McLean	Sullivan	Instructional coach
Erin B. LeCroy	Sunset Park	Grade three teacher
Debra K. Nicholson	York Road	Reading recovery teacher

### **TRANSFERS – CERTIFIED (5)**

Susan H. Moore	Adult Education	Adult education teacher
Tracie P. Godfrey	Mt. Gallant	Kindergarten teacher
April L. Jones	Old Pointe	Special education resource teacher
Kathy H. Brown	South Pointe/ATC	Family & consumer science teacher
Humberto Guevara	South Pointe	Special education resource teacher

### **NEW EMPLOYEES – NON-CERTIFIED (18)**

Ruth Diaz	Dutchman Creek	Secretary/receptionist
Jordan Diggs	Dutchman Creek	Behavior intervention program assistant
Cameron Pike	Dutchman Creek	Computer lab assistant
Lindsey Jones	Ebenezer Avenue	Floater instructional assistant
Jamal Frazier	Exceptional Student Education	Special education ABA assistant
Micheal Hines, Jr.	Exceptional Student Education	Special education ASD therapist
Dana Brown	Independence	Secretary
Lakesha Miller	Information Technology	Technology support technician
Quantavia McCrorey	Northwestern	Media clerk
Dontavius Williams	Northwestern	Special education assistant/multi-cat II
Nadja Canty	Oakdale	Kindergarten assistant
Pamela Blake	Richmond Drive	Kindergarten assistant
Emily McMillan	Rosewood	K4 assistant
Armand Broady	South Pointe	Media convergence assistant
Darren Shaw	Sullivan	Special education assistant
Jamilia Brevard	The Children's School	Lower elementary Montessori assistant
Derrick Watkins	The Children's School	Lower elementary Montessori assistant
Sharlene Matthews	York Road	Floater instructional assistant

RESIGNATIONS – NON-CERTIFIED (10)

Zaida Baez	Bellevue	Special education assistant/K4
Michelle Brown	Finance	Payroll assistant
Richard Williams	Information Technology	Technology support technician
Wesley Evans	Northwestern	Special education assistant
John Evans	Northwestern	Custodian
Christine Wilkerson	Rock Hill High	Secretary/guidance clerk
Kelly Hoover	Rosewood	Kindergarten assistant
Allison Paul	Sullivan	Secretary/attendance clerk
Elizabeth Haile	Sunset Park	.83 FTE special education assistant
Malinda L. Murphy	The Children's School	Early childhood Montessori assistant

TRANSFERS – NON-CERTIFIED (18)

Tammy Gaither	Bellevue	Special education assistant/Multi-cat I
Susan "Sue" Williams	Castle Heights	Special education assistant/multi-cat II
Johnson White	Dutchman Creek	Custodian
Rashetia Junior	Exceptional Student Education	Special education ASD assistant
Deborah J. Garnett	Instruction/Challenger Program	Extended learning account spec./admin. asst.
Donna Allen Jones	Lesslie	Special education assistant/SC/ED
Atreta Stinson	Lesslie	Special education assistant/SC/ED
Laura Cline	Northside	Special education assistant/primary
Jacob Herring	Northwestern	Special education shadow assistant
Angela Faulkenberry	Rawlinson Road	Special education assistant /SC
Calvin Hallman	Rock Hill High	Lead custodian
Anne Shaver	Rock Hill High	Secretary/guidance clerk
Nicole Drakeford	Rosewood	Kindergarten assistant
Kayla Blake	Saluda Trail	Special education assistant
Tracy Johnson	Saluda Trail	Special education assistant/multi-cat I
Linda Lott	Saluda Trail	Special education shadow assistant
Florida Barroso	South Pointe	Special education shadow assistant
Sallie Harris	The Children's School	Early childhood Montessori assistant



Facilities Services

Phone: 803-981-1150

# Memo

**TO:** Dr. Kelly Pew

**FROM:** Brian Vaughan

**VIA:** Anthony Cox

**DATE:** August 23, 2017

**SUBJECT:** Approval of New Use Agreements

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Attached are the New Use Agreement Requests from **Student Ministries** and **Old English Consortium**. These requests were brought before the Board of Trustees at the Work Session on August 14<sup>th</sup>, 2017.





Rock Hill Schools  
Request for Use of School Facilities  
For all questions, contact: Glenette Neal  
803-981-1151 or Gneal@rhmail.org

NOTICE: Persons using the facilities are responsible for leaving the buildings and grounds in the same manner as they were provided to them, i.e., clean and free from trash and debris. There is to be no tobacco products and the consumption of ALCOHOLIC BEVERAGES is PROHIBITED on the grounds and within the buildings.

Name of Organization: School Ministries of Rock Hill Date: June 30, 2017

Certificate of Liability Insurance Information:

Insurance Agency: Saverance Agency LLC (16796) Policy: NPP1576759 Exp. Date: 8/17/2018  
Hanover Excess & Surplus

Name of School: Castle Heights Middle School Area(s) of Building Desired: Classroom (as designated by Principal)

If requesting an auditorium, indicate if special equipment is needed for: Lighting yes x no

Note: We have spoken with Principal Kirell, and he has indicated Sound yes x no  
willingness to cooperate with our proposed program.

Date(s) Requesting: Weekly throughout school year on any day of the week as designated by Mr. Kirell; Tuesdays preferred

Hour Facilities are to be Open: 7:45 or earlier as Closed: 8:25 or as preferred by Principal Kirell  
preferred by Principal Kirell

Estimated Attendance: 1 to 25 If cafeteria is requested, will a meal be served? We plan to provide a light breakfast snack in classroom.

Purpose for which facilities are to be used (describe fully, use separate page if necessary):

SMRH seeks to provide a place for students who are dropped off early (especially too early) to enjoy a breakfast snack and participate in a short Christian-based program if they choose. We will offer a brief lesson from the Bible and/or a general "life skills" lesson and a short Devotional. We will seek parental approval for continued participation.

I, the undersigned applicant, have read the Rock Hill Schools Board of Trustees Policy KF and Administrative Rule KF-R and accept and agree to abide by this policy and procedures. Specifically, I understand and accept the terms and conditions of use of said policy and procedures with regard to limitations and indemnification of damages and liability. I understand my group is solely and exclusively responsible to provide all security services related to its use of school facilities and my group indemnifies and holds the Board of Trustees harmless against any claim for failure to provide adequate security. The Rock Hill Schools Board of Trustees, through the Superintendent or designee, reserves the right to cancel this agreement whenever it deems such action advisable and in the best interest of the school system; or to modify or change its rules at any time with or without cause. If cancelled, there shall be no claim or right whatsoever to damages or reimbursement on account of loss, damage or expenses, except full refund of payments made in advance.

Signature: [Signature]  
Address: School Ministries of Rock Hill  
909 Normandy Way  
Rock Hill, SC 29732

Print name: A. B. (Bud) Dark III  
Telephone: 803-372-6787  
Email: bdstart@startadvertising.com

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Facilities Use Coordinator)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal of School)

Administrator Assigned to event: \_\_\_\_\_

Certificate of Liability Insurance must be submitted with request.  
All fees must be paid in full prior to rental.  
Allow up to 10 business days for processing rental request.



## Fee Schedule for Facility Use

### Rental Fees –Category B Users

#### (Local, Community and Civic Groups)

<u>Space Used</u>	<u>Fee</u>
Classroom	\$ 15 per hour Per Tuesday
Multiple Classrooms (up to 6)	\$ 75 per hour
Media Center	\$ 25 per hour
Atrium	\$ 20 per hour
Cafeteria	\$ 30 per hour
Gymnasium	\$ 30 per hour
Auditorium	\$ 40 per hour
Middle School Stadium	\$ 40 per hour
District Three Stadium or South Stadium	\$ 75 per hour
Athletic Field/Track/Tennis Courts	\$ 35 per hour
Historic Meeting Facility	\$ 50 per hour

### Rental Fees –Category C Users

#### (For-Profit Groups, Private Groups and Individuals of the General Public)

<u>Space Used</u>	<u>Fee</u>
Classroom	\$ 30 per hour
Multiple Classrooms (up to 6)	\$150 per hour
Media Center	\$ 50 per hour
Atrium	\$ 40 per hour
Cafeteria	\$ 60 per hour
Gymnasium	\$ 60 per hour
Auditorium	\$ 80 per hour
Middle School Stadium	\$ 80 per hour
District Three Stadium or South Stadium	\$150 per hour
Athletic Field/Track/Tennis Courts	\$ 70 per hour
Historic Meeting Facility	\$100 per hour

### Personnel Fees\*

<u>Personnel</u>	<u>Fee</u>
Administrator - Required (2 hr. minimum)	\$ 45 per person per hour
Custodial Workers (2 hr. minimum)	\$ 30 per person per hour
Cafeteria/Kitchen Workers (mandatory if equipment is used)	\$ 30 per person per hour
Maintenance Workers (mandatory if equipment is used)	\$ 30 per person per hour

### Equipment Fees\*\*

<u>Item</u>	<u>Fee</u>
Piano	\$ 150 per day
Choral risers	\$ 100 per day

\* The principal and appropriate district staff will determine the number of workers needed for each event. This will allow for the reasonable use of employees and work load necessary to cover the event and having the school area used ready for school activities the following day.

\*\*Equipment must be reserved at agreement signing.

Signature: \_\_\_\_\_

Date: 6/30/2017

# HANOVER

## EXCESS & SURPLUS

HANOVER EXCESS & SURPLUS, INC.  
P.O. Box 12450  
Wilmington, NC 28405-0119  
Phone: (800) 672-9006  
Fax: (800) 910-8160

To: SAVERANCE AGENCY LLC(16796)

**\* BINDER \***

Attn: STEPHANIE SAVERANCE

06/21/2017

Commission: 10%

Renewal Of: NEW

From: Melissa Shaben  
melissas@hanoverxs.com

Insured: **School Ministries of Rock Hill**

**NOTE: This policy will be billed by the Company. Do not bill or collect the down payment.  
Next year's renewal is set up to be Direct Billed.**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

### POLICY INFORMATION

NON-PROFIT PACKAGE POLICY		
Policy Number:	<b>NPP1576759</b>	
Policy Period:	08/17/2017 to 08/17/2018	
Carrier:	United States Liability Insurance Company	
Status:	Admitted	
A.M. Best Rating:	A++ (Superior) - X	
COVERAGE PART		PREMIUM
Commercial Liability		\$735.00
Each Occurrence Limit	\$1,000,000	
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000	
Medical Expense Limit (Any One Person)	\$5,000	
Damages To Premises Rented To You (Any One Premises)	\$100,000	
Products/Completed Operations Aggregate Limit	Included	
General Aggregate Limit	\$2,000,000	
Professional E&O Liability Each Incident	\$1,000,000	
Professional E&O Liability Aggregate	\$2,000,000	
Abuse And Molestation Each Claim	\$100,000	
Abuse And Molestation Aggregate	\$200,000	
<b>POLICY PREMIUM</b> (This premium may be subject to adjustment.)		<b>\$735.00</b>

### COVERED LOCATION(S)

1 - 2382 Firetower Road, Rock Hill, SC 29730

### APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

GG0001 12/07 Commercial General Liability Coverage Form

GG2107 05/14

Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability



- Limited Bodily Injury Exception Not Included			
CG2139 10/93	Contractual Liability Limitation	CG2147 12/07	Employment-Related Practices Exclusion
CG2173 01/15	Exclusion Of Certified Acts Of Terrorism	IL0017 11/98	Common Policy Conditions
IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement	IL0249 09/08	South Carolina Changes - Cancellation And Nonrenewal
L-224 10/10	Punitive Or Exemplary Damages Exclusion	L-232s 09/05	Classification Limitation Endorsement
L-500 01/06	Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors, And Subcontractors	L-549 12/07	Absolute Professional Liability Exclusion
L-599 10/07	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception	L-610 11/04	Expanded Definition Of Bodily Injury
L-703 SSO SC 12/14	Molestation or Abuse Insurance- (Defense Inside Limits)	L-726 07/09	Community Center Activity Exclusion
L-728SSO 07/09	Limits Of Insurance Under Multiple Coverage Forms	L-729 08/09	Exclusion - Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information
L-734NPP 10/16	Exclusion-Specific Activities, Events or Conditions	L-783 02/14	Amendment Of Liquor Liability Exclusion
LLQ100 07/06	Amendatory Endorsement	LLQ368 08/10	Separation Of Insureds Clarification Endorsement
SSO 12/09	Social Service Organization Professional Liability Coverage Form	TRIADN 02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage
NPP Jacket 09/10	Non Profit Package Policy Jacket		

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )

**LEASE AGREEMENT  
(Flexible Learning Center)**

This lease made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between ROCK HILL SCHOOL DISTRICT THREE, a body politic and corporate and a political subdivision of the state of South Carolina (referred to hereinafter as "Lessor"), and OLDE ENGLISH CONSORTIUM, a nonprofit organization incorporated in the state of South Carolina (referred to hereinafter as "Lessee").

**WITNESSETH:**

WHEREAS, Lessor is the owner of certain improved real property located in the state and county aforesaid which property is more fully described below; and

WHEREAS, South Carolina Codes 59-19-125 and 59-19-250 authorizes the Board of Trustees of Rock Hill School District Three to lease certain school property; and

WHEREAS, Lessor and Lessee have set a common goal to bring all stakeholders together to improve education, economic development, and the quality of life in the region and throughout the state. The OEC desires to maximize the efficiency of federal, state, & local tax dollars by pooling local resources to increase efficiency & collaborative buying power and resources; and

WHEREAS, a recommendation in August 2017 from the Superintendent of Rock Hill Schools to the governing Boards of both Lessor and Lessee was made to relocate the office of the Lessee to a more centrally located and available facility, and was subsequently approved by both Boards; and

WHEREAS, Lessee desires to lease the said property from the Lessor,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the premises, terms and conditions to be performed as set forth hereinafter, the parties do hereby covenant and agree as follows:

1. LEASED PREMISES. Subject to the terms and conditions set forth hereinafter, Lessor hereby leases to Lessee that portion of the property of the Lessor known as The Flexible Learning Center and located at 1234 Flint Street Extension, Rock Hill, SC 29730, as specifically described by Exhibit "A" to be rooms for continuous use, daily use and periodic use within the school building (hereinafter referred to as the "Leased Premises").

2. TERM OF LEASE. Subject to early termination as provided for in section 14 below, the term of this lease, if executed, shall commence upon August 29, 2017, and shall continue for a period of five years. This period of lease in effect shall be referred to hereinafter as "the term".

3. RIGHT OF RENEWAL. Following the initial term, the parties may renew this lease on an annual basis for a maximum of five (5) years by memorandum, provided that the Lessee gives Lessor written notice of Lessee's desire to renew at least sixty (60) calendar days in advance of the expiration of the term, and the Rock Hill School District Three Board of Trustees votes to approve said renewal.

4. LEASE PRICE. The lease price shall be as set forth in Exhibit "B", and shall include the following, as further described in sections below:

- a. Maintenance and repairs to the building space.
- b. Electrical power, natural gas and water supply and sewage.
- c. Access to the Wide Area Network (wireless or wired) serving the school.
- d. Basic telephony, provided as Voice Over Internet Protocol,
- d. Facility support services including:
  - (1) routine solid waste and recyclables collection,
  - (2) custodial services,
  - (3) pest control,
  - (4) security services,
  - (5) parking and grounds and other such services as required to preserve the built premises.

The lease price shall not include special requests for facility support services beyond that routinely provided, and shall not include dedicated telephone service, cable TV service and furnishings and equipment. Such services shall be arranged by the Lessee if written approval of the Lessor is obtained in advance, or, if Lessor agrees to provide any of these services, billed to Lessee for reimbursement on a monthly basis.

5. PAYMENTS. The total annual amount of the lease price derived from Section 4 above and the space assignment in Exhibit "A" shall be rendered, as mutually agreed by agents of the Lessor and Lessee, through either option below, AS SELECTED:

- ☐ a. A credit toward the annual membership cost of the Olde English Consortium.

- ☐ b. A standard payment of the total annual price, divided to either (a) twelve (12) equal monthly amounts, or (b) four (4) equal quarterly amounts. For this option, billing and payment frequency, and date due within the payment period above shall be as mutually agreed by both parties in the execution of the lease.

6. AMENDMENTS AND MODIFICATIONS. The parties recognize and agree that the space assigned, lease price and Exhibits A and B may change and require amendment of this lease after the first term, due to the planned relocation of the District Office to another district building after the beginning of the 2018 calendar year. Both parties further recognize that the lease may require modification during or after the first term due to changed conditions such as space assigned, lease price, term of lease or other conditions. Any such amendments or modifications shall be negotiated and agreed by both parties.

7. IMPROVEMENTS AND ALTERATIONS TO THE LEASED PREMISES. Improvements and alterations are defined as any work other than that required to maintain the space assigned for continuous use in its existing (prior to initial term) condition. All alterations and/or improvements to the space assigned for continuous use, regardless of scope or cost, shall be requested by Lessee and receive prior written consent from Lessor. Improvement and/or alterations projects shall be at the sole expense of the Lessee. Resources such as labor, materials and equipment for major projects may be provided by the Lessor, but reimbursement of associated expenses shall be negotiated between the parties. Prior to written consent by Lessor, Lessee shall provide in an acceptable form a guarantee of ability to pay for all project costs, including costs to be reimbursed to Lessor. Any built-in improvements made to the Leased Premises by the Lessee shall automatically become property of Lessor at the termination of the Lease.

8. MAINTENANCE AND REPAIRS. Lessor shall be obligated as part of the lease price to maintain in good and useable condition the Leased Premises and any agreed improvements located thereon at all times during the term of this lease. This obligation shall include adherence to all applicable fire, safety, environmental and building codes required by jurisdictional authorities. Lessee agrees to fully cooperate with Lessor on the scheduling and use of the building including any required maintenance or repair projects ensuring compliance with applicable codes and regulations.



9. UTILITIES AND ENERGY USE. Lessor shall furnish as part of the lease price all electrical power, lighting, natural gas, heating, ventilation and air conditioning, water and sewer and any other utility necessary for occupation of the Leased Premises. Lessee agrees to participate in the Lessor's Energy Management Program and comply fully with all requirements of the associated school board policy and administrative rule.

10. PHYSICAL SAFETY, HEALTH AND SECURITY. Lessor shall operate and maintain in accordance with its standard procedures measures to ensure physical security of the Leased Premises, to include security alarm system, surveillance systems, access control systems and associated remote monitoring services. Lessee shall adhere in every part and without fail to Lessor's Policy and Administrative Rule ECA, Security, and other related policies and regulations. In accordance with Lessor policy KF, special events outside the scope of the agreement hosted by the Lessee requiring extra duty police services, shall be at the sole expense of the Lessee. The Lessor shall be informed in advance of all such events and reserves the right to determine whether extra duty police services are required. Lessee agrees to comply fully with all health, safety and security policies and regulations by which the Lessor is bound.

11. SIGNS AND SIGNAGE. Lessee shall have the right to erect and maintain such signs or signage on or around the Leased Premises as may be permitted by any applicable law, regulations and/or ordinances, subject to the prior approval of the Lessor, approval not to be unreasonably withheld.

12. LIABILITY INSURANCE. Lessee shall secure and keep in force at its own expense and at all times during the term of this lease general liability insurance coverage in the amount of \$1,000,000.00 per occurrence for bodily injury or death, with respect to the spaces described in Exhibit "A". Such insurance shall further be consistent with Rock Hill Schools Board of Trustees policy KF, Community Use of School Facilities.

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

- a. the failure of the Lessee after receipt or demand from Lessor to fulfill any duty or obligation imposed on the 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;
- d. cessation of use of the property as specified in Exhibit "A" to this lease.

Upon the happening of any event of default, Lessor may at its option terminate this lease and expel Lessee without prejudice to any other remedy; provided, however, that before the exercise of which option for failure to pay the lease price (payment) 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 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 purposes as determined by Lessor. In such cases, Lessor shall give a one hundred and eighty (180) days prior written notice to Lessee.

15. CONTINGENCY OF FUNDING AVAILABILITY. Lessor acknowledges that the primary purpose for Lessee's entering into this lease is to secure space for operation of the Lessee's child development program. Lessee is dependent upon contributions and payments from the member districts of the consortium and, in the event of notification by the Lessee of insufficient funding to continue operations, Lessee shall be allowed to terminate this lease and all its obligations herein.

16. 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 corporate partnership or joint venture with respect to the laws of the state of South Carolina, and the relationship between them shall be and remain only that of Lessor and Lessee.

17. 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: Rock Hill School District 3

P.O. Drawer 10072  
Rock Hill, SC 29731

Lessee: 1234 Flint St. Ext.  
Rock Hill, SC 29730

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. Lease payments to the Lessor shall be made by the Lessee at an address to be furnished to the Lessee.

18. INSTALLATION AND REMOVAL OF FURNISHINGS AND EQUIPMENT. All furniture, equipment and fixtures placed on the Leased Premises by Lessee are recognized to be the sole property of the Lessee and shall remain Lessee's property. In general, furnishings, equipment and fixtures located in the rooms assigned for daily or periodic use in Exhibit "A" are recognized as the property of the Lessor, and their use by the Lessee is subject to the approval of the permanently assigned school or division of the Lessor. Within the first sixty (60) days of the execution of this lease, the Lessee and Lessor's designee shall develop an inventory of furnishings, equipment and fixtures with designated property ownership with the Leased Premises, and a copy of this inventory shall be kept updated and on file with both parties.

19. ENTIRE AGREEMENT. The 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 voided 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.

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. ENFORCEABILITY AND SEVERABILITY. If, during the term of this lease, it is found that a specific clause, section or provision of this lease is illegal, invalid 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 lease 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 York County, and the Lessor

and Lessee both expressly waive their right to a jury trial and agree to proceed before a Circuit Court judge.

23. COMPLIANCE WITH LAWS. This lease agreement shall be governed by, construed and enforced in accordance with the laws of the state of South Carolina. Both Lessor and Lessee shall comply with all applicable federal, state and local laws, regulations and ordinances which are applicable to the Leased Premises. This shall specifically include all policies of the Rock Hill School District 3 Board of Trustees and all published administrative rules and guidelines of the Rock Hill School District 3.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above written.

WITNESSES:

ROCK HILL SCHOOL DISTRICT  
THREE OF YORK COUNTY

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

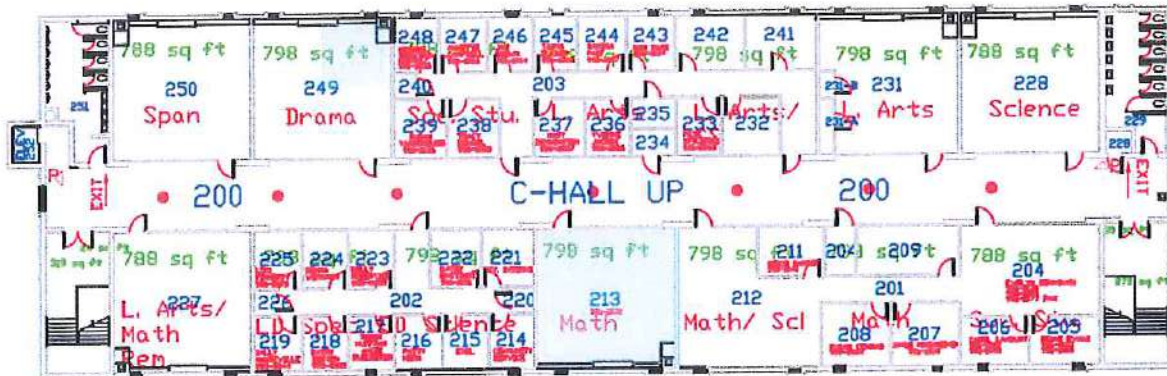
By: \_\_\_\_\_  
Chairman of the Board of Trustees

OLDE ENGLISH CONSORTIUM

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

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

# **EXHIBIT "A"** **THE LEASED PREMISES**



**SECOND FLOOR C - BLD.**

Space assigned to Olde English Consortium

Total Continuous Use = 998 SF

- Daily Use includes Restrooms, Break Area at CyberCafe
- Periodic Use includes Emmett Scott Room, other Conference and Training Areas (as reserved).

\* **Continuous** use means permanent assignment of space for placement of furnishings, equipment and fixtures and storage of goods and materials on a 24-hour per day basis, and occupancy of the space during normal operating hours of the Head Start program ("the Program"), and additional hours as needed for preparation, coordination and management activities.

\*\* **Daily** use means utilization and occupancy of the space for activities of the Program during its operating hours, as published on the approved Program calendar.

\*\*\* **Periodic** use means utilization and occupancy of the space for program-related activities on an intermittent basis on certain weekdays and at certain times within the operating hours of the Program. Periods of use within these times need to be scheduled and coordinated with the primary District tenant and the Rock Hill Schools Facilities Services Department.

# EXHIBIT "B"

## THE LEASE PRICE: SPACE ASSIGNED AND SERVICES

SERVICE AREA	COST PER SF-YR	SCHOOL YEAR PROGRAM			COST TO RECOVER
		SF REQUIRED	ALLOCABLE COST PER YR	PRO- RATION FACTOR (HOURS)	
<b>1. FACILITIES</b>	\$ 5.36	998	\$ 5,346.33	1.000	\$ 5,346.33
a. Capital Cost Recovery (30 yr LC)	\$ 4.33				
b. Maintenance and Repairs	\$ 0.54				
c. Solid Waste & Recycling Service	\$ 0.04				
d. Pest control services	\$ 0.01				
e. Grounds & Parking services	\$ 0.23				
f. Property Cas. Liability Insurance	\$ 0.20				
<b>2. Custodial Services</b>	\$ 1.60	998	\$ 1,593.78	1.000	\$ 1,593.78
<b>3. Utilities</b>	\$ 1.20	998	\$ 1,194.38	1.000	\$ 1,194.38
a. Water and Sewer	\$ 0.09				
b. Electricity and Natural Gas	\$ 1.10				
<b>4. Environmental, Safety, Health</b>	\$ 0.41	998	\$ 414.05	1.000	\$ 414.05
a. Security Access & ID Control					
b. Operational Security					
c. Medical / Health Support					
d. Env Quality Services					
<b>5. Technology Services</b>	\$ 1.18	998	\$ 1,172.66	1.000	\$ 1,172.66
a. Wireless Access					
b. Technical Support & Equipment					
c. Infrastructure Capital Cost Recovery					
<b>TOTAL ALL SERVICES</b>	\$ 9.74				\$ 9,721.20
<b>General and Administrative Overhead:</b>	3.50% \$ 0.34				\$ 340.24
<b>TOTAL LEASE PRICE</b>	\$ 10.08				\$ 10,061.44

NOTES:





Facilities Services  
Phone: 803-981-1150

# Memo

**TO:** Dr. Kelly Pew

**FROM:** Brian Vaughan

**VIA:** Anthony Cox

**DATE:** August 23, 2017

**SUBJECT:** Approval of Extension of Use Agreements

---

Attached are the Lease Agreement Addendums for the extension of Use Agreements for Head Start, NewSpring Church (RRMS/YRES) and Boys and Girls Club Teen Center. These requests were brought before the Board of Trustees at the Work Session on August 14<sup>th</sup>, 2017.

**LEASE AGREEMENT ADDENDUM**

**Between**

**ROCK HILL SCHOOLS**

**And**

**CAROLINA COMMUNITY ACTIONS, INC.**

**At The Children's School at Sylvia Circle**

---

With regard to the lease agreement dated June 15, 2017 between the above mentioned parties, the parties agree to extend this agreement with a new expiration date of March 31, 2018.

All terms and conditions of agreement will remain in force.

Execution and administration of this lease agreement shall be consistent with Rock Hill Schools Board Policy KF, *Community Use of School Facilities*.

In Witness Whereof, the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

ROCK HILL SCHOOLS  
YORK COUNTY

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

WITNESSES:

CAROLINA COMMUNITY ACTIONS, INC.

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

Its: \_\_\_\_\_

Attachment:

*-June 15, 2016, Lease Agreement*

**LEASE AGREEMENT ADDENDUM**

**Between**

**ROCK HILL SCHOOLS**

**And**

**NEWSPRING CHURCH**

**At Rawlinson Road Middle School**

---

With regard to the lease agreement dated February 21, 2016 between the above mentioned parties, the parties agree to extend this agreement with a new expiration date of February 21, 2018.

All terms and conditions of agreement will remain in force.

Execution and administration of this lease agreement shall be consistent with Rock Hill Schools Board Policy KF, *Community Use of School Facilities*.

In Witness Whereof, the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

ROCK HILL SCHOOLS  
YORK COUNTY

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

WITNESSES:

NEWSPRING CHURCH

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

Its: \_\_\_\_\_



**LEASE AGREEMENT ADDENDUM**

**Between**

**ROCK HILL SCHOOLS**

**And**

**NEWSPRING CHURCH - YOUTH MINISTRIES**

**At York Road Elementary School**

---

With regard to the lease agreement dated May 3, 2017 between the above mentioned parties, the parties agree to extend this agreement with a new expiration date of May 3, 2018.

All terms and conditions of agreement will remain in force.

Execution and administration of this lease agreement shall be consistent with Rock Hill Schools Board Policy KF, *Community Use of School Facilities*.

In Witness Whereof, the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

ROCK HILL SCHOOLS  
YORK COUNTY

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

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

WITNESSES:

NEWSPRING CHURCH – YOUTH MINISTRIES

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

Its: \_\_\_\_\_

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

**LEASE AGREEMENT ADDENDUM**

**Between**

**ROCK HILL SCHOOLS**

**And**

**BOYS AND GIRLS CLUB OF YORK COUNTY**

**At The Flexible Learning Center**

---

With regard to the lease agreement dated October 2, 2012 between the above mentioned parties, the parties agree to extend this agreement with a new expiration date of March 18, 2018.

All terms and conditions of agreement will remain in force.

Execution and administration of this lease agreement shall be consistent with Rock Hill Schools Board Policy KF, *Community Use of School Facilities*.

In Witness Whereof, the parties have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES:

ROCK HILL SCHOOLS  
YORK COUNTY

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

WITNESSES:

BOYS AND GIRLS CLUB OF YORK COUNTY

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

Its: \_\_\_\_\_

Attachment:

*-October 2, 2012 Lease Agreement*

# Memo

**TO:** Dr. Kelly Pew

**FROM:** Dr. Tanya Campbell

**DATE:** August 23, 2017

**SUBJECT:** "G" Policies- Personnel Policies

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Attached is the first set of "G" policies that have been prepared for first read. These policies have been revised with the assistance of our legal counsel, Kathy Mahoney. The recommendations are based on the firm's work with school districts throughout the State and knowledge of revisions to State and federal laws and regulations, and they take into consideration any policy update recommendations made by SCSBA.

We will not be convening a committee to review personnel policies. Employees will be given the opportunity to give feedback on the suggested revisions when Mr. Frost solicits feedback via all user email.

As requested, a statement has been added within Policy GCK regarding transferring of Administrators. This statement has been added to this policy and we are recommending eliminating Policy CFC.

Policy GCK and its corresponding rule and exhibit have been included for first read

Most additions and deletions within the policies below are updates for clarification, legal statues, and/or wording. Additions are in red text and deletions are noted by strike through of text.

Attachments (6):

Policy GBC Staff Compensation  
Policy GDB Support Staff Contracts and Compensation  
Policy GCB Professional Staff Contracts and Compensation  
Policy GBE Staff Rights and Responsibilities  
Policy GBEA Staff Ethics/Conflict of Interest

Policy GBEB Staff Conduct

Policy CFC Assignment and Transfer of Building Administrators

Policy GCK Professional Staff Assignment and Transfers

*GCK-R Professional Staff Assignment and Transfers*

*GCK-E Transfer Request Application*

**{DRAFT}**

*Policy*

**STAFF COMPENSATION**

*Code GBC Issued \_\_\_\_\_*

---

~~Purpose: To establish the basic structure for compensating District staff.---~~

**Professional staff**

~~The Board will attempt to pay its professional employees at a level that will attract and hold personnel dedicated to education.~~

**Administrators**

~~The compensation of administrative personnel is based on the District's administrative salary schedule as approved by the Board. The schedule takes into consideration the levels of professional training and years of experience, among other factors. The Board will issue administrative contracts on the recommendation of the Superintendent.~~

**Teachers**

~~The compensation of certificated personnel is based on the State salary schedule with local supplements as approved by the Board. The schedule takes into consideration the levels of professional training and years of service.---~~

~~Upon recommendation of the Superintendent, the Board will notify teachers in writing of their employment status before May 1 for the following school year, approves awarding teacher and administrative contracts as required by State law. Individuals are notified in writing of their employment status on or before the date the District extends offers of employment for the following year. Employees Teachers must give written acceptance of their contracts to the Superintendent or his/her designee before May 11. Failure to give such notification constitutes contract rejection. Notice of the Superintendent's recommendation not to renew an employment contract must be given in writing before May 1.~~

**Support staff**

~~The Board will base the salary of all support staff on salary schedules or hourly rates set by the Board on the recommendation of the Superintendent. Compensation will be set according to the responsibility of the position, provisions of the District's operational budget, and any applicable State and federal laws. The schedule takes into consideration the levels of training and years of experience, among other factors.~~

## PAGE 2 – GBC – STAFF COMPENSATION

~~The effective date for all salary changes as determined by the salary schedule or by action of the Board is July 1.~~

~~Adopted 4/27/78; Revised 7/1/80, 2/26/90, 9/25/00, 12/9/13, \_\_\_/16~~

---

### ~~Legal references:~~

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

- ~~1. Section 59-20-50 Minimum salary schedule.~~
- ~~2. Section 59-25-710 Salary complaints.~~
- ~~3. Section 59-67-470 School bus drivers to be employed by the board of trustees.~~
- ~~4. Section 59-67-480 Salaries of school bus drivers to be fixed annually by General Assembly.~~

#### ~~B. State Board of Education Regulations:~~

- ~~1. R 43-205.1 Assisting, Developing, and Evaluating Professional Teaching (ADEPT)~~

YORK 3 /ROCK HILL SCHOOL DISTRICT  
G - Personnel  
Policy GBC Staff Compensation

*Current*

## **Policy GBC Staff Compensation**

Issued 12/13

Purpose: To establish the basic structure for compensating district staff.

### **Professional staff**

The board will attempt to pay its professional employees at a level that will attract and hold personnel dedicated to education.

### **Administrators**

The compensation of administrative personnel is based on the district's administrative salary schedule as approved by the board. The schedule takes into consideration the levels of professional training and years of experience, among other factors.

### **Teachers**

The compensation of certificated personnel is based on the state salary schedule with local supplements as approved by the board. The schedule takes into consideration the levels of professional training and years of service.

Upon recommendation of the superintendent, the board approves awarding teacher and administrative contracts as required by state law. Individuals are notified in writing of their employment status on or before the date the district extends offers of employment for the following year. Employees must give written acceptance of their contracts to the superintendent or his/her designee. Failure to give such notification constitutes contract rejection.

### **Support staff**

The board will base the salary of all support staff on salary schedules or hourly rates set by the board on the recommendation of the superintendent. Compensation will be set according to the responsibility of the position, provisions of the district's operational budget, and any applicable state and federal laws. The schedule takes into consideration the levels of training and years of experience, among other factors.

The effective date for all salary changes as determined by the salary schedule or by action of the board is July 1.

Adopted 4/27/78; Revised 7/1/80, 2/26/90, 9/25/00, 12/9/13

(Ref GCB)

Legal references:

S. C. Code, 1976, as amended:

Section 59-20-50 - Minimum salary schedule.

Section 59-25 -710 - Salary complaints.

Section 59-67-470 - School bus drivers to be employed by the board of trustees.

Section 59-67-480 - Salaries of school bus drivers to be fixed annually by General Assembly.

State Board of Education Regulations:

R-43-205.1 – Assisting, Developing, and Evaluating Professional Teaching (ADEPT)

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**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

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[DRAFT]

*Policy*

**SUPPORT STAFF ~~CONTRACTS AND~~ COMPENSATION**

Code GDB Issued \_\_\_\_\_

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Purpose: To establish the basic structure for support staff ~~contracts and~~ compensation.

**Compensation**

The Board will set the salary scale for support staff on the recommendation of the Superintendent or his/her designee. In setting the scale, the Board will consider the responsibility of the position, the services rendered, the provisions of the District's operational budget and any applicable State and federal laws.

The effective date for all salary changes is July 1.

**Contracts**

Except under unusual circumstances, the District does not issue contracts to support staff, since the District considers support staff to be "at-will" employees under the provisions of South Carolina law.

Adopted 4/27/78; Revised 2/26/90, 4/26/04, \_\_\_\_/16

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**Legal references:**

- A. S.C. Code, 1976, as amended:
1. Section 59-67-470 - School bus drivers to be employed by the board of trustees.
  2. Section 59-67-480 - Salaries of school bus drivers to be fixed annually by General Assembly.

YORK 3 /ROCK HILL SCHOOL DISTRICT

G - Personnel

Policy GDB Support Staff Contracts and Compensation

*Current*

## **Policy GDB Support Staff Contracts and Compensation**

Issued 4/04

Purpose: To establish the basic structure for support staff contracts and compensation.

### **Compensation**

The board will set the salary scale for support staff on the recommendation of the superintendent or his/her designee. In setting the scale, the board will consider the responsibility of the position, the services rendered, the provisions of the district's operational budget and any applicable state and federal laws.

The effective date for all salary changes is July 1.

### **Contracts**

Except under unusual circumstances, the district does not issue contracts to support staff, since the district considers support staff to be "at-will" employees under the provisions of South Carolina law.

Adopted 4/27/78; Revised 2/26/90, 4/26/04

Legal references:

S. C. Code, 1976, as amended:

Section 59-67-470 - School bus drivers to be employed by the board of trustees.

Section 59-67-480 - Salaries of school bus drivers to be fixed annually by General Assembly.

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**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

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## [DRAFT]

### *Policy*

## PROFESSIONAL STAFF CONTRACTS AND COMPENSATION

Code GCB Issued \_\_\_\_\_

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Purpose: To establish the basic structure for professional/administrative staff contracts and compensation.

### **Compensation**

The Board will attempt to pay its professional/administrative employees at a level that will attract and hold personnel dedicated to education. The effective date for all salary changes as determined by salary schedules or by action of the Board is July 1.

### **Administrators**

The compensation of administrative personnel is based on the District's administrative salary schedule as approved by the Board. The schedule takes into consideration the levels of professional training and years of experience, among other factors. The Board will issue administrative contracts on the recommendation of the Superintendent.

### **Teachers**

The compensation of certified teachers is based on the State salary schedule with a local supplements as approved by the Board. The schedule takes into consideration the levels of professional training and years of experience.

### **Contracts**

Upon recommendation of the Superintendent, the Board will notify teachers in writing of their employment status before May 1 for the following school year. ~~approves awarding teacher and administrative contracts as required by State law. Individuals are notified in writing of their employment status on or before the date the District extends offers of employment for the following year. Employees~~ Teachers must give written acceptance of their contracts to the Superintendent or his/her designee before May 11. Failure to give such notification constitutes contract rejection. Notice of the Superintendent's recommendation not to renew an employment contract must be given in writing before May 1.

### **Teacher and Employee Retention Incentive Program (TERI) Participants**

Should a mid-year vacancy occur in a contract position held by a TERI employee, the Board authorizes the Superintendent or his/her designee to fill such vacancy for the remainder of the



## PAGE 2 – GCB – PROFESSIONAL STAFF CONTRACTS AND COMPENSATION

school year in which the vacancy occurs through a letter of agreement. This letter of agreement will state that the employee has no right to or expectation of continuing employment beyond the period specified in the letter of agreement.

When issuing contracts, the District will offer TERI employees working under TERI agreements that will expire during the ensuing school year the same type of contract the participant had the previous year. The contract will specifically contain notice that the contract expires on the date designated in the employee's TERI agreement, and will specifically reiterate said expiration date.

### *Contract releases*

For release of professional/administrative staff from contracts, see policy GCQC/GCQD. (Ref GBC)

Adopted 7/1/80; Revised 2/26/90, 2/23/04, 12/9/13, \_\_\_/16

---

### Legal references:

- A. S.C. Code, 1976, as amended:
  - 1. Section 59-19-80 - Teacher contracts to be awarded in public.
  - 2. Section 59-19-290 - Contracts in excess of apportioned funds void.
  - 3. Section 59-20-50 - Minimum salary schedule.
  - 4. Section 59-21-20 - Teacher contracts to be based on school term of 190 days.
  - 5. Section 59-25-410 - Notice to teacher of employment status.
  - 6. Section 59-25-420 – Teacher required to notify board of acceptance; opportunity for hearing if not reemployed.
  - 7. Section 59-25-710 - Salary complaints.
  - 8. Section 9-1-2210 – Teacher and Employee Retention Incentive Program; operation
- B. State Board of Education Regulations:
  - 1. R-43-205.1 – Assisting, Developing, and Evaluating Professional Teaching (ADEPT).

YORK 3 /ROCK HILL SCHOOL DISTRICT

G - Personnel

Policy GCB Professional Staff Contracts and Compensation

*Current*

## **Policy GCB Professional Staff Contracts and Compensation**

Issued 12/13

Purpose: To establish the basic structure for professional/administrative staff contracts and compensation.

### **Compensation**

The board will attempt to pay its professional/administrative employees at a level that will attract and hold personnel dedicated to education. The effective date for all salary changes as determined by salary schedules or by action of the board is July 1.

#### Administrators

The compensation of administrative personnel is based on the district's administrative salary schedule as approved by the board.

#### Teachers

The compensation of certified teachers is based on the state salary schedule with a local supplement approved by the board. The schedule takes into consideration the levels of professional training and years of experience.

### **Contracts**

Upon recommendation of the superintendent, the board approves awarding teacher and administrative contracts as required by state law. Individuals are notified in writing of their employment status on or before the date the district extends offers of employment for the following year. Employees must give written acceptance of their contracts to the superintendent or his/her designee within ten days of receipt of written notification of employment. Failure to give such notification constitutes contract rejection.

### **Teacher and Employee Retention Incentive Program (TERI) Participants**

When issuing contracts, the district will offer TERI employees working under TERI agreements that will expire during the ensuing school year the same type of contract the participant had the previous year. The contract will specifically contain notice that the contract expires on the date designated in the employee's TERI agreement.

#### Contract releases

For release of professional/administrative staff from contracts, see policy [GCQC/GCQD](#). (Ref [GBC](#))

Adopted 7/1/80; Revised 2/26/90, 2/23/04, 12/9/13

Legal references:

S. C. Code, 1976, as amended:

[Section 59-19](#)-80 - Teacher contracts to be awarded in public.

Section 59-19-290 - Contracts in excess of apportioned funds void.

Section 59-20-50 - Minimum salary schedule.

Section 59-21-20 - Teacher contracts to be based on school term of 190 days.

Section 59-25-410 - Notice to teacher of employment status.

Section 59-25-420 - Teacher required to notify board of acceptance; opportunity for hearing if not reemployed.

Section 59-25-710 - Salary complaints.

Section 9-1-2210 - Teacher and Employee Retention Incentive Program; operation  
State Board of Education Regulations:

R-43-205.1 - Assisting, Developing, and Evaluating Professional Teaching (ADEPT).

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**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

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## [DRAFT]

### *Policy*

#### STAFF RIGHTS AND RESPONSIBILITIES

Code GBE Issued \_\_\_\_\_

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Purpose: To establish the Board's vision for the rights and responsibilities of District staff.

**Employees** ~~All staff members~~ have a responsibility to make themselves familiar with, and abide by, federal and State laws as these affect their work and the regulations designed to implement them. The same requirement applies to the policies of the Board and related administrative rules and procedures.

The Board expects all **employees** ~~staff members~~ to carry out their assigned responsibilities with conscientious concern. At a minimum, it is required that all employees: ~~Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities that the District requires of all personnel:~~

- Be ~~faithfulness~~ and promptness in attendance at work and other work related assignments
- Follow, support, and enforcement federal and State laws, of ~~Board~~ District policies of the Board and administrative rules, and District practices and procedures ~~in regard to students~~
- Be diligent in adhering to time frames and due dates ~~submitting required reports promptly at the times specified~~
- Take care and protection District of school property
- Demonstrate concern and attention toward ~~their~~ his/her own and the Board's legal responsibility for the safety, and welfare, and protection of students, including the need to ~~ensure that students are under supervision at all times~~
- Act professionally at all times
- Maintain a strictly professional relationship with students, both inside and outside of school

In their association with students, all school employees through conduct, manner, dress, courtesousness, ~~industry~~ and attitude establish themselves as role models who influence the development of young people. The Board expects its staff members to be exemplary models, as well as provide exemplary instruction.

Adopted 6/24/91; Revised 9/25/00, \_\_\_/16

YORK 3 / ROCK HILL SCHOOL DISTRICT  
G - Personnel  
Policy GBE Staff Rights and Responsibilities

*Current*

### **Policy GBE Staff Rights and Responsibilities**

Issued 9/00

Purpose: To establish the board's vision for the rights and responsibilities of district staff.

All staff members have a responsibility to make themselves familiar with, and abide by, federal and state laws as these affect their work and the regulations designed to implement them. The same requirement applies to the policies of the board and related administrative rules and procedures.

The board expects all staff members to carry out their assigned responsibilities with conscientious concern. Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities that the district requires of all personnel.

- faithfulness and promptness in attendance at work
- support and enforcement of policies of the board and administrative rules and procedures in regard to students
- diligence in submitting required reports promptly at the times specified
- care and protection of school property
- concern and attention toward their own and the board's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times

In their association with students, all school employees through their manner, dress, courteousness, industry and attitude establish themselves as role models who influence the development of young people. The board expects its staff members to be exemplary models, as well as provide exemplary instruction.

Adopted 6/24/91; Revised 9/25/00,

**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**



## [DRAFT]

### *Policy*

#### STAFF ETHICS/CONFLICT OF INTEREST

Code GBEA Issued \_\_\_\_\_

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Purpose: To establish the basic structure for ethical conduct and the avoidance of conflicts of interest on the part of the District staff.

Staff members will not engage in any activity that conflicts or raises a reasonable question of conflict with their responsibilities in the District.

- No employee will engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the District school system.
- An employee will not engage in work of any type where information concerning a customer, client or employer originates from any information available to him/her through school sources.
- An employee will not sell for personal gain instructional supplies, equipment or reference books in the attendance area served by his/her school nor will the employee furnish the names of students or parents to anyone selling these materials.

#### Nepotism

S.C. Code Ann. Section 8-13-750 of the South Carolina Ethics Act provides that no Board member or public employee may cause the employment, appointment, promotion, transfer or advancement of a family member to a position in the District in which the Board member or public employee supervises or manages. Similarly, no Board member or public employee may participate in an action related to the discipline of the Board member's or public employee's family member.

"Family member," as referenced in this policy, includes the Board member's or public employee's spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild [S.C. Code Ann. Section 8-13-100(15)]. The Board further includes in the definition of "family member" an individual claimed by a Board member or the Board member's spouse as a dependent for income tax purposes.

South Carolina ~~Code Ann. § law~~ Section 59-25-10 provides that no Board member's immediate family member (~~parents, children, brothers or sisters~~) may be employed as a teacher without the written consent of the Board of Trustees. The provision specifies that written consent of the Board of Trustees does not apply to any teacher who was employed prior to the time his/her family member became a Board member.



## PAGE 2 – GBEA – STAFF ETHICS/CONFLICT OF INTEREST

~~Neither a Board member nor an employee may participate in an action relating to the discipline of his/her family member.~~

The District will not place an employee in a position wherein an employee will exercise direct administrative or supervisory authority over a member of his/her family.

### State ethics law

A public school employee is under the jurisdiction of the "Ethical Conduct of Public Officials and Employees," Section 8-13-700, et seq. S.C. Code of Laws, and is subject to the rules of conduct of the statute. Such rules include, but are not limited to, the following:

A public employee:

- may not directly or indirectly, knowingly ask, demand, exact, solicit, seek, accept, assign, receive or agree to receive anything of value (as defined in the Ethics Act) for him/herself or for another person in return for the following. (8-13-705)
  - being influenced in the discharge of his/her official responsibilities
  - being influenced to commit, aid in committing, collude in, allow fraud or make an opportunity for the commission of fraud on a government entity
  - being induced to perform or fail to perform an act in violation of his/her official responsibility
- Acting in an official capacity - may not receive anything of value for speaking before a private or public group. An employee may accept a meal if everyone else gets the same meal and may receive reimbursement for actual expenses, if the expenses are reasonable as to time and manner. (8-13-715)
- May not use his/her position to obtain an economic interest for him/herself, a family member, or an individual or business associate. If the employee is required to make a decision or take an action which benefits the aforementioned, he/she must prepare a written statement describing the matter and the nature of the potential conflict of interest and submit it to his/her superior, who will assign the matter to another employee. (8-13-700)
- May not use public materials, personnel, equipment or confidential information to obtain an economic interest. He/She may not receive money in addition to normal compensation for advice or assistance given in the course of employment. (8-13-720 and -725)
- May not cause the employment, promotion or advancement of a family member to a position he/she supervises, nor may participate in a disciplinary action of a family member. (8-13-750)
- Who participates directly in procurement cannot resign and accept employment with a person contracting with the school district if the contract falls or would fall under the departing employee's responsibilities. (8-13-760)
- May not use governmental personnel, equipment or materials in an election campaign. (8-13-765)
- May not serve as a member or employee of a government regulatory commission that regulates any business with which the employee is associated. (8-13-730)



## PAGE 3 – GBEA – STAFF ETHICS/CONFLICT OF INTEREST

- May not represent another person before a governmental entity. (8-13-740)
- must report the receipt of anything of value worth \$25 or more under certain circumstances (Section 8-13-710)
- may not receive compensation to influence action (Section 8-13-705)
- may not receive additional money as payment for advice or assistance given in the course of their employment (Section 8-13-720)
- may not use or disclose confidential information gained in the course of employment (Section 8-13-725)
- may not have an economic interest in a contract if the employee is authorized to perform an official function relating to the contract (Section 8-13-775)
- may not use or disclose confidential information gained in the course of employment in any way that would affect an his/her economic interest held by the employee, a member of the employee's immediate family, or a business with which the employee is associated. (Section 8-13-725)

In cases where an employee is required to take action or make a decision which affects himself/herself or other individuals, the employee will take such steps as the Ethics Commission will prescribe to remove him/herself from the potential conflict of interest (Section 8-13-700).

The Superintendent, Chief Financial Officer and purchasing agent must file an annual statement of economic interest with the State Ethics Commission (Section 8-13-1110).

Adopted 4/27/78; Revised 2/26/90, 10/23/00, 10/24/11, \_\_\_/16

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### Legal references:

- A. S.C. Code, 1976, as amended:
1. Section 8-13-700, et seq. - State ethics law.
  2. Section 8-13-100 (15) – Family member means an individual who is the spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild or a member of the individual's immediate family.
  3. Section 8-13-100 (18) – Definition of immediate family
  4. Section 59-15-10 - No employee may serve on the county board of education.
  5. Section 59-19-300 - A board member may not receive pay as a teacher in same district where he/she serves on the board of trustees.
  6. Section 59-25-10 – Employment of teachers related to board members or serving as board members.
  7. Section 59-31-590 - A teacher may not have pecuniary interest in textbook selection.

YORK 3 /ROCK HILL SCHOOL DISTRICT

G - Personnel

Policy GBEA Staff Ethics/Conflict of Interest

*Current*

### **Policy GBEA Staff Ethics/Conflict of Interest**

Issued 10/11

Purpose: To establish the basic structure for ethical conduct and the avoidance of conflicts of interest on the part of the district staff.

Staff members will not engage in any activity that conflicts or raises a reasonable question of conflict with their responsibilities in the district.

- No employee will engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
- An employee will not engage in work of any type where information concerning a customer, client or employer originates from any information available to him/her through school sources.
- An employee will not sell for personal gain instructional supplies, equipment or reference books in the attendance area served by his/her school nor will the employee furnish the names of students or parents to anyone selling these materials.

### **Nepotism**

South Carolina law [Section 59-25-10](#) provides that no board member's immediate family member (parents, children, brothers or sisters) may be employed without the written consent of the board of trustees. The provision specifies that written consent of the board of trustees does not apply to any teacher who was employed prior to the time his/her family member became a board member.

Neither a board member nor an employee may participate in an action relating to the discipline of his/her family member.

The district will not place an employee in a position wherein an employee will exercise **direct** administrative or supervisory authority over a member of his/her family.

### **State ethics law**

A public school employee is under the jurisdiction of the "Ethical Conduct of Public Officials and Employees," [Section 8-13-700](#), *et seq.* S.C. Code of Laws, and is subject to the rules of conduct of the statute. Such rules include the following.

A public employee:

- may not use his/her position or office for personal financial gain ([Section 8-13-700](#))
- must report the receipt of anything of value worth \$25 or more under certain circumstances ([Section 8-13-710](#))
- may not receive compensation to influence action ([Section 8-13-705](#))



- may not receive additional money as payment for advice or assistance given in the course of their employment ([Section 8-13-720](#))
- may not receive anything of value for speaking before a public or private group if the employee is acting in an official capacity ([Section 8-13-715](#))
- may not use government personnel, equipment or materials in an election campaign ([Section 8-13-765](#))
- may not use or disclose confidential information gained in the course of employment ([Section 8-13-725](#))
- may not cause the employment, appointment, promotion, transfer or advancement of a family member to a state or local office or position in which the public official, public member or public employee supervises or manages ([Section 8-13-750](#))
- may not participate in an action relating to the discipline of the public official's, public member's or public employee's family member ([Section 8-13-750](#))
- may not serve as a member or employee of a governmental regulatory commission that regulates any business with which the employee is associated ([Section 8-13-730](#))
- may not represent another person before a governmental entity ([Section 8-13-740](#))
- may not have an economic interest in a contract if the employee is authorized to perform an official function relating to the contract ([Section 8-13-775](#))
- may not use or disclose confidential information in any way that would affect his/her economic interest ([Section 8-13-725](#))

In cases where an employee is required to take action or make a decision which affects himself/herself or other individuals, the employee will take such steps as the Ethics Commission will prescribe to remove him/herself from the potential conflict of interest ([Section 8-13-700](#)).

The superintendent, chief financial officer and purchasing agent must file an annual statement of economic interest with the State Ethics Commission ([Section 8-13-1110](#)).

Adopted 4/27/78; Revised 2/26/90, 10/23/00, 10/24/11

Legal references:

S. C. Code, 1976, as amended:

[Section 8-13-700](#), *et seq.* - State ethics law.

[Section 8-13-100](#) (15) – Family member means an individual who is the spouse, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild or a member of the individual's immediate family.

[Section 8-13-100](#) (18) – Definition of immediate family

[Section 59-15-10](#) - No employee may serve on the county board of education.

[Section 59-19-300](#) - A board member may not receive pay as a teacher in same district where he/she serves on the board of trustees.

Section 59-25-10 – Employment of teachers related to board members or serving as board members.

Section 59-31-590 - A teacher may not have pecuniary interest in textbook selection.

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**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

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[DRAFT]

*Policy*

**STAFF CONDUCT**

Code GBEB Issued \_\_\_\_\_

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Purpose: To establish the Board's vision for appropriate staff conduct.

The Board reaffirms one of the oldest beliefs in education: One of the best methods of instruction is that of setting a good example.

The Board expects the staff of the District to strive to set the kind of example for students that will serve them well in their own conduct and behavior and subsequently contribute to an appropriate school atmosphere.

To that end, in dress, conduct and interpersonal relationships, all staff should recognize that they are being continuously observed by students, other employees, parents, and community members, and that their actions and demeanor may impair their effectiveness as an employee ~~will be reflected in the conduct of the students.~~

The personal life of an employee, including the employee's personal use of non-District issued electronic equipment outside of working hours (such as through social networking sites and personal portrayal on the internet), will be the concern of and warrant the attention of the Board if it impairs the employee's ability to effectively perform his/her job responsibilities or if it violates local, State or federal law or contractual agreements. Unprofessional conduct may subject the employee to disciplinary actions consistent with State law, federal law, and/or Board policy.

No employee will engage in immoral or criminal conduct or commit or attempt to induce students or others to commit an act or acts of immoral or criminal conduct. If it appears an employee may have violated the law, the District will cooperate with law enforcement agencies.

All employees shall maintain a professional relationship with students at all times, both inside and outside of school. No employee may engage in inappropriate conduct of a sexual nature with a student at any time. This includes any action or conduct communicated or performed in person, in writing, or electronically through such means as a telephone, cell phone, computer, PDA, or other telecommunication device, and includes text messaging and social networking ~~instant~~ messaging.

Employees of the District, while on duty and in the presence of students, will not use profanity, will not use tobacco in any form, and will not consume or be under the influence of intoxicating beverages. They will not be involved in drug abuse or drug trafficking.

## PAGE 2 – GBEB – STAFF CONDUCT

Violations of this policy by employees will be grounds for placing an employee on administrative leave, with pay, pending an investigation, and possible termination of employment, consistent with District policy and State law. ~~In such cases, an employee will be informed of his/her right to a hearing.~~

~~The following list includes some of the actions that are considered misconduct while on duty on or off District premises.~~

- ~~• possessing, using, manufacturing, distributing, consuming, or dispensing any illegal drugs~~
- ~~• fighting or deliberately harming another~~
- ~~• being absent without approval~~
- ~~• refusing to follow a supervisor's instructions and directions~~
- ~~• failure to adhere to safety and health rules as established by State law and the District~~
- ~~• destroying school property intentionally~~
- ~~• using obscene language which is unsuitable in the school setting~~
- ~~• having any interaction/activity of a sexual nature or intent with a student~~
- ~~• possessing weapons on school property (unless otherwise authorized by law)~~
- ~~• using District property without proper authorization~~
- ~~• behaving in any inappropriate manner to the extent of adversely affecting the employee's ability to perform his/her work~~
- harassment, intimidation or bullying of a student or another adult.

### Arrest of an employee

The Board delegates specific authority to the Superintendent to take appropriate employment action with regard to an employee who has been arrested, consistent with State law. Employees who are arrested must notify their supervisor immediately.

Adopted 1/29/04, 9/24/07, 11/23/09, 2/27/12, \_\_/17

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#### Legal references:

- A. S.C. Code, 1976, as amended:
  - 1. Section 16-23-420 and 430 – Concealed weapons, school property exception.



YORK 3 / ROCK HILL SCHOOL DISTRICT  
G - Personnel  
Policy GBEB Staff Conduct

*Current*

### **Policy GBEB Staff Conduct**

Issued 2/12

Purpose: To establish the board's vision for appropriate staff conduct.

The board reaffirms one of the oldest beliefs in education: One of the best methods of instruction is that of setting a good example.

The board expects the staff of the district to strive to set the kind of example for students that will serve them well in their own conduct and behavior and subsequently contribute to an appropriate school atmosphere.

To that end, in dress, conduct and interpersonal relationships, all staff should recognize that they are being continuously observed by students and that their actions and demeanor will be reflected in the conduct of the students.

The personal life of an employee will be the concern of and warrant the attention of the board if it impairs the employee's ability to effectively perform his/her job responsibilities or if it violates local, State or federal law or contractual agreements. Unprofessional conduct may subject the employee to disciplinary actions consistent with State law, federal law, and/or Board policy.

No employee will engage in immoral or criminal conduct or commit or attempt to induce students or others to commit an act or acts of immoral or criminal conduct. If it appears an employee may have violated the law, the District will cooperate with law enforcement agencies.

All employees shall maintain a professional relationship with students at all times, both inside and outside of school. No employee may engage in inappropriate conduct of a sexual nature with a student at any time. This includes any action of conduct communicated or performed in person, in writing, or electronically through such means as a telephone, cell phone, computer, PDA, or other telecommunication device, and includes text messaging and instant messaging.

Employees of the district, while on duty and in the presence of students, will not use profanity, will not use tobacco in any form, and will not consume or be under the influence of intoxicating beverages. They will not be involved in drug abuse or drug traffic.

Violations of this policy by employees will be grounds for placing an employee on administrative leave, with pay, pending an investigation, and possible termination of employment, consistent with District policy and State law. In such cases, an employee will be informed of his/her right to a hearing.

The following list includes some of the actions that are considered misconduct while on duty on or off district premises.

- possessing, using, manufacturing, distributing, consuming, or dispensing any illegal drugs
- fighting or deliberately harming another
- being absent without approval

- refusing to follow a supervisor's instructions and directions
- failure to adhere to safety and health rules as established by state law and the district
- destroying school property intentionally
- using obscene language which is unsuitable in the school setting
- having any interaction/activity of a sexual nature or intent with a student
- possessing weapons on school property (unless otherwise authorized by law)
- using district property without proper authorization
- behaving in any inappropriate manner to the extent of adversely affecting the employee's ability to perform his/her work
- harassment, intimidation or bullying of a student or another adult.

**Arrest of an employee**

- The board delegates specific authority to the Superintendent to take appropriate employment action with regard to an employee who has been arrested, consistent with State law. Employees who are arrested must notify their supervisor immediately.

Adopted 1/29/04, 9/24/07, 11/23/09, 2/27/12

**Legal references:**

South Carolina Code of Laws, 1976 as amended:

[Section 16-23](#)-420 and 430 – Concealed weapons, school property exception.

**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

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[DRAFT]

*Policy*

**~~ASSIGNMENT AND TRANSFER OF BUILDING ADMINISTRATORS~~**

*Code CFC Issued* \_\_\_\_\_

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~~Purpose: To establish the basic structure for the assignment and transfer of building administrators.~~

~~Administrative personnel assignments are recommended by the superintendent and submitted for board approval.~~

~~Adopted 4/27/78; Revised 6/99~~

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**Legal references:**

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

1. \_\_\_\_\_ ~~Section 59-25-410 - Notification of employment for ensuing year; notification of assignment.~~

[DRAFT]

*Policy*

**~~ASSIGNMENT AND TRANSFER OF BUILDING ADMINISTRATORS~~**

*Code CFC Issued* \_\_\_\_\_

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~~Purpose: To establish the basic structure for the assignment and transfer of building administrators.~~

~~Administrative personnel assignments are recommended by the superintendent and submitted for board approval.~~

~~Adopted 4/27/78; Revised 6/99~~

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**Legal references:**

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

1. \_\_\_\_\_ Section 59-25-410 - Notification of employment for ensuing year; notification of assignment.



YORK 3 / ROCK HILL SCHOOL DISTRICT

C - General School Administration

Policy CFC Assignment and Transfer of Building Administrators

*Current*

### **Policy CFC Assignment and Transfer of Building Administrators**

Issued 6/99

Purpose: To establish the basic structure for the assignment and transfer of building administrators.

Administrative personnel assignments are recommended by the superintendent and submitted for board approval.

Adopted 4/27/78; Revised 6/99

Legal references:

S.C. Code, 1976, as amended:

Section 59-25-410 - Notification of employment for ensuing year; notification of assignment.

**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

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## [DRAFT]

### *Policy*

#### PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Code GCK Issued \_\_\_\_\_

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Purpose: To establish the basic structure for the transfer and assignment of professional staff in the District.

##### **Assignment/Reassignment**

The Board believes that the basic consideration in the assignment of certified personnel is the wellbeing of the instructional program.

In order to ensure the highest quality of instruction, the Superintendent or his/her designee will be responsible for the placement of employees within the District. The Superintendent or his/her designee is authorized to reassign all personnel in the best interests of the District. An employee may be reassigned prior to the start of the school year or at any time during the school year. The Superintendent may delegate the placement process to other administrators; however, he/she ultimately retains responsibility for staff assignments. The Board shall be notified of administrator reassignments, for information, at the next regularly scheduled Board meeting following the reassignment.

~~The term "assignment" refers to the placement of professional personnel after the Board has approved their employment. The Superintendent or his/her designee will assign instructional personnel on the basis of their qualifications, the needs of the District and their expressed desires. When he/she cannot meet all three conditions, the Superintendent will assign personnel in this order:~~

- ~~• first, in accordance with the needs of the District and its students~~
- ~~• second, where the administration believes the employee is most qualified to serve~~
- ~~• third, as to expressed preference of the employee~~

The Superintendent will annually determine the professional staff to be assigned each school. On or before August 15th ~~1st~~ of each year, the Superintendent or his/her designee will notify each teacher of his/her assignment for the following school year.

All personnel are employed by the District, not a particular school. Differences in expected enrollment and the actual enrollment, as well as other District needs, sometimes result in changed assignments.

~~The Superintendent is authorized to reassign personnel in the best interests of the District.~~



## [DRAFT]

### *Administrative Rule*

## PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

Code GCK-R Issued \_\_\_\_\_

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The Superintendent or his/her designee may make personnel assignments ~~transfers~~ within the District on a voluntary or involuntary basis. The District will use the following procedures in making transfers.

### Reassignment

If, in the opinion of the Superintendent, a reassignment would be in the best interest of the District, the Superintendent or his/her designee will advise the employee of the reassignment and confirm the reassignment in writing to the employee. Refusal to comply with the reassignment may be grounds for dismissal.

### Request for ~~Voluntary~~ transfer

- Voluntary transfers are for a posted position and will be valid until the position is filled.
- The person seeking a transfer should notify his/her immediate supervisor and the Chief Personnel Officer ~~Director of Personnel~~ using the District's Transfer Request Form (Exhibit A).
- Individuals seeking voluntary transfers ~~are guaranteed that their request will~~ have their request be considered by the school/department having a vacancy, as appropriate.
- Individuals will not be interviewed who do not meet established criteria for the position. ~~A minimum of three persons requesting a transfer, if qualified and available, will be interviewed for the position.~~
- The principal/supervisor will recommend the individual who best meets the needs of the students and the instructional program.
- The Superintendent or his/her designee has the final authority to approve or disapprove transfer requests.
- Each July the deadline for the voluntary transfer process will be determined and communicated to staff so that voluntary transfers do not have a negative impact on the District's program due to the timing of the transfer.

### ~~Involuntary transfer~~

~~Involuntary transfers are often the result of such factors as increased or decreased enrollment, curriculum changes, economic reasons, and/or consolidation of schools. When these conditions occur, involuntary transfers will be made according to the following guidelines: effect on the instructional program, professional qualifications, and length of professional service in the District. If, in the opinion of the Superintendent, an involuntary transfer would be in the best~~

## PAGE 2 – GCK-R – PROFESSIONAL STAFF ASSIGNMENTS AND TRANSFERS

~~interest of the school/District, the District will use the following procedure. \_\_\_\_\_~~

- ~~• The Superintendent or his/her designee will discuss the need for the transfer with the principal (if in a school) or with the immediate supervisor (if on the District level) from which the transfer will occur.~~
- ~~• The Superintendent or his/her designee will have a conference with the principal of the school to which a transfer is being contemplated.~~
- ~~• The Superintendent or his/her designee will then talk with the person to be transferred giving reasons why the transfer is being made. Refusal to comply with the transfer may result in loss of employment for the following year.~~

Issued 11/23/81; Revised 2/26/90, 3/22/04, 8/5/10, \_\_\_/16



**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**  
**Rock Hill, South Carolina**

**Transfer Request Application**

**Note:** This transfer request application is valid until the requested position has been filled.

Name \_\_\_\_\_ SSN \_\_\_\_\_

Present Location \_\_\_\_\_

Current Position (to include grade/subject if applicable) \_\_\_\_\_

Certification Area(s) \_\_\_\_\_

Type of Degree(s) Held: Bachelor \_\_\_\_\_ Bachelor's + 18 hours \_\_\_\_\_  
Master's \_\_\_\_\_ Ed.S. \_\_\_\_\_ Ph.D./Ed.D. \_\_\_\_\_

Years experience in district \_\_\_\_\_ Years experience at present school \_\_\_\_\_ Total years of experience \_\_\_\_\_

I am requesting a transfer to \_\_\_\_\_  
(Specific Location)

for the position of \_\_\_\_\_  
(Specific position to include grade/subject if applicable)

Years experience in requested position \_\_\_\_\_

I am asking for a transfer because \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

## YORK 3 / ROCK HILL SCHOOL DISTRICT

## G - Personnel

## Policy GCK Professional Staff Assignments and Transfers

**Policy GCK Professional Staff Assignments and Transfers**

Issued 3/04

Purpose: To establish the basic structure for the transfer and assignment of professional staff in the district.

**Assignment**

The term "assignment" refers to the placement of professional personnel after the board has approved their employment. The superintendent or his/her designee will assign instructional personnel on the basis of their qualifications, the needs of the district and their expressed desires. When he/she cannot meet all three conditions, the superintendent will assign personnel in this order.

- first, in accordance with the needs of the district and its students
- second, where the administration believes the employee is most qualified to serve
- third, as to expressed preference of the employee

The superintendent will annually determine the professional staff to be assigned each school. On or before August 1st of each year, the superintendent or his/her designee will notify each teacher of his/her assignment for the following school year.

All personnel are employed by the district, not a particular school. Differences in expected enrollment and the actual enrollment, as well as other district needs, sometimes result in changed assignments.

The superintendent is authorized to reassign personnel in the best interests of the district.

**Transfer**

The term "transfer" refers to the relocation of personnel to a lateral position that does not reflect a change in salary classification. The transfer of a teacher from one school to another may be initiated by the teacher, by the principal of the school, or by the superintendent or his/her designee.

Adopted 11/23/81; Revised 2/26/90, 3/22/04

**Legal references:**

S. C. Code, 1976, as amended:

Section 59-25-410 - Teacher to be notified of assignment by August 15th.

ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY

## YORK 3 /ROCK HILL SCHOOL DISTRICT

## G - Personnel

## Policy GCK Professional Staff Assignments and Transfers

## AR GCK-R Professional Staff Assignments and Transfers

**AR GCK-R Professional Staff Assignments and Transfers**

Issued 8/10

The superintendent or his/her designee may make personnel transfers within the district on a voluntary or involuntary basis. The district will use the following procedures in making transfers.

**Voluntary transfer**

- Voluntary transfers are for a posted position and will be valid until the position is filled.
- The person seeking a transfer should notify his/her immediate supervisor and the director of personnel using the district's Transfer Request Form (Exhibit A).
- Individuals seeking voluntary transfers are guaranteed that their request will be considered by the school/department having a vacancy.
- Individuals will not be interviewed who do not meet established criteria for the position. A minimum of three persons requesting a transfer, if qualified and available, will be interviewed for the position.
- The principal/supervisor will recommend the individual who best meets the needs of the students and the instructional program.

**Involuntary transfer**

Involuntary transfers are often the result of such factors as increased or decreased enrollment, curriculum changes, economic reasons, and/or consolidation of schools. When these conditions occur, involuntary transfers will be made according to the following guidelines: effect on the instructional program, professional qualifications, and length of professional service in the district. If, in the opinion of the superintendent, an involuntary transfer would be in the best interest of the school/district, the district will use the following procedure.

- The superintendent or his/her designee will discuss the need for the transfer with the principal (if in a school) or with the immediate supervisor (if on the district level) from which the transfer will occur.
- The superintendent or his/her designee will have a conference with the principal of the school to which a transfer is being contemplated.
- The superintendent or his/her designee will then talk with the person to be transferred giving reasons why the transfer is being made. Refusal to comply with the transfer may result in loss of employment for the following year.

Issued 11/23/81; Revised 2/26/90, 3/22/04, 8/5/10

**ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY**

ROCK HILL SCHOOL DISTRICT THREE OF YORK COUNTY  
Rock Hill, South Carolina

Transfer Request Application

Note: This transfer request application is valid until the requested position has been filled.

Name \_\_\_\_\_ SSN \_\_\_\_\_

Present Location \_\_\_\_\_

Current Position (to include grade/subject if applicable) \_\_\_\_\_

Certification Area(s) \_\_\_\_\_

Type of Degree(s) Held: Bachelor \_\_\_\_\_ Bachelor's + 18 hours \_\_\_\_\_  
Master's \_\_\_\_\_ Ed.S. \_\_\_\_\_ Ph.D./Ed.D. \_\_\_\_\_

Years experience in district \_\_\_\_\_ Years experience at present school \_\_\_\_\_ Total years of experience \_\_\_\_\_

I am requesting a transfer to \_\_\_\_\_  
(Specific Location)

for the position of \_\_\_\_\_  
(Specific position to include grade/subject if applicable)

Years experience in requested position \_\_\_\_\_

I am asking for a transfer because \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature





Facilities Services  
Phone: 803-981-1150

## Memo

**TO:** Dr. Kelly Pew

**FROM:** Brian Vaughan

**VIA:** Anthony Cox

**DATE:** August 23, 2017

**SUBJECT:** Approval of Policy KF, KF-R – Community Use of Facilities

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Attached are the *Current* and *Proposed* Policy KF and KF-R – Community Use of Facilities. The proposed policy and rule were brought before the Board of Trustees at the Work Session on August 14<sup>th</sup>, 2017. We are still in the process of obtaining legal opinion on certain paragraphs, as discussed. The proposed policy is presented for 1<sup>st</sup> reading at the Board's Business Meeting on August 28<sup>th</sup>.

# COMMUNITY USE OF SCHOOL FACILITIES

Code **KF** Issued **4/13**

**Purpose:** To establish the basic structure for community use of school facilities.

## A. General Principles.

The Rock Hill School District Three Board of Trustees (the "Board") views school property as a community asset and promotes community use of such property for purposes that contribute to the school program and promote the health and welfare of the children, youth and adults in our school district.

The Board authorizes the Superintendent to prescribe and publish separate administrative procedures required for the implementation of this policy in an orderly and equitable manner.

## B. Facilities Available For Use.

The following types of facilities are available for use: auditoriums, galleries, media centers, gymnasiums, dining areas, designated classrooms, meeting rooms, athletic fields and stadiums.

Permission to use school facilities may be granted by ~~the principal or designee and the Associate Superintendent for Administrative Services~~ or designee when such use will **not**:

1. interfere in any way with the regular programs, activities and schedule of the schools;
2. compete with commercial organizations or businesses in providing services to the public;
3. utilize equipment, ~~staging, decoration~~~~eostuming~~, and the like which could cause damage to the facilities;
- 3-4. be considered or perceived as in conflict with the best interests of the district.

## C. Eligible Users, Priority of Use and Fees Required.

Eligibility and priority in the use of school facilities shall be in accordance with the general categories listed below. Within a category, specific types of groups will be given priority, as listed. Collection of fees is required to cover the expenditure of utilities, custodial and building operation expenses associated with each group's use of the school facilities. All fees collected pursuant to this policy shall be deposited in the ~~school district's general fund~~appropriate district fund for recovery of expenditures and as directed by the Superintendent.

Category and Description	Fees Charged
<b>Category A – School Affiliated Groups:</b>	
1. <b>School-sponsored Groups</b> including teachers and students in the regular K-12 curricular program and established co-curricular educational and extra-curricular activities, school clubs and student organizations.	<b>No fees are charged</b> , and no facility use agreement is required, unless such groups are using facilities for a profit-making endeavor where <u>100% of</u> the total profits are not <del>devoted to the</del>
2. <b>School-related Groups</b> that conduct activities that enhance and support the regular K-12 curricular program	



## PAGE 2 - KF - COMMUNITY USE OF SCHOOL FACILITIES

and extra-curricular activities directly, such as PTO, academic, music and athletic booster clubs, and administrators' organizations.	improvement of the group's educational programs deposited back into a school district fund.
<b>Category and Description</b>	<b>Fees Charged</b>
<b><u>Category B – Local, Community and CivicNot-For-Profit or Tax Exempt Groups:</u></b>	
<b>1. <u>Federal, State and Local Government Agencies</u></b> , other educational institutions and chartered community service agencies.	<b>Fees will be charged for these groups based on a fee schedule approved by the Board</b> to recover costs of rent, utilities and custodial services required by this policy.
<b>2. <u>Organized Non-Profit Community and Civic Groups</u></b> , supervised non-profit youth and adult athletic and character-building groups, church and non-profit faith-based groups and other non-profit groups.	
<b><u>Category C – For-Profit Groups, Private Groups and Individuals of the General Public:</u></b>	
Persons, organizations or associations that request use of school facilities for a commercial enterprise or to engage in a business for profit.	<b>Fees will be charged for these groups based on a fee schedule approved by the Board.</b>

### D. Terms and Acceptance of Agreements.

The Superintendent or designee is authorized to enter into facility use agreements with eligible users for the use of school property for terms up to ~~six months~~one calendar year. Specific conditions and types of agreements ~~with less than~~up to six monthsone calendar year shall be described in the administrative procedures.

An agreement for ~~more than~~more than six monthsone calendar year and less than five calendar years shall be deemed a long-term ~~lease~~license and must be approved in advance, and may be reviewed annually, by the Board.

An agreement for five calendar years and more shall be deemed a lease and must be approved by the Board and The York County Council (except as exempted by state proviso).

Terms, conditions and fee charges for all leases shall be as negotiated with the Superintendent or designee.

### E. Damages and Liability Insurance.

User groups executing a facility use agreement are responsible for:

1. the proper conduct of all persons attending the event;



## PAGE 3 - KF - COMMUNITY USE OF SCHOOL FACILITIES

2. compliance with all state and federal laws;
3. immediate (within thirty days of incident) repair and restoration of all damages to school facilities, property or equipment that occurs while the facility is being used by the group and all individuals therein;
- 3.4. loss, damage, or expense caused or arising from the use or operation, as a means of inflicting harm, or any computer system, software program, malicious code, computer virus or process of any other electronic system; and
- 4.5. all liabilities of any persons in attendance.

All user groups, except category A groups, must furnish a Certificate of Insurance for general liability coverage of \$1,000,000 per occurrence. The Facility (school or site) being used must be listed as additional insured on the Certificate.

### F. Rules Governing the Use of School Facilities.

In addition to other provisions of this policy and to any specific administrative procedures established by the Superintendent, all users of school facilities must comply with the following rules:

1. Groups and individuals that use school facilities must comply with all federal, state and local laws and any additional rules required by the Board, Superintendent or designee, or principal.
2. No organization shall be eligible to use school facilities if such organization advocates governmental change by violence, or advocates any doctrine of theories subversive to the law or constitutions of the State of South Carolina or the United States of America.
3. No group or organization characterized as a gang or secret society, pursuant to Board Policy JICF, shall be eligible to use school facilities.
4. User groups and all individuals therein shall not consume or possess prohibited substances and items, complying in all terms and conditions with board policies including but not limited to:
  - a. Tobacco-Free Schools / Use of Tobacco (Policy ADC)
  - b. Drug-Free and Alcohol-Free Schools, Workplace (Policy ADB)
  - c. Weapons in School (Policy JICI)
5. The use of school facilities ~~requested through the City of Rock Hill Parks, Recreation and Tourism or the Rock Hill/York County Convention & Visitors Bureau shall be offered without charge unless the district incurs additional expense because of this activity~~ by the City of Rock Hill or York County and their divisions or departments shall be as provided in this policy except as specified under a Master Facilities Use Agreement to be drawn with each government body.
6. The use of school facilities as election polling stations, for meetings of registered political parties or the State Election Commission shall be without charge (SC Code 7-9-110)



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7. Any violation by a user group or associated individual of the provisions of this policy or any applicable administrative procedure will be deemed grounds for the suspension of the user group's privilege to use school facilities for such period of time considered appropriate by the District, subject to the review of the Superintendent and the Board of Trustees.
8. The Board, through the Superintendent or designee, reserves the right to cancel a permit to use school property or facilities; ~~and will~~ refund payment of fees whenever it deems such action advisable and in the best interest of the school system; The Board further reserves the right to modify or change its rules at any time with or without cause. In the event of such revocation or cancellation, there shall be no claim or right whatsoever to damages or reimbursement on account of loss, damage or expenses.

### G. Review of Decisions Concerning Use of School Facilities.

Any person or organization may request a review of any decision made by staff pursuant to this policy. The review shall be conducted by the Associate Superintendent of Administrative Services. Subsequent reviews shall follow Board Policy KE.

### H. Implementation of Policy.

All existing rental agreements and leases in force on the date of adoption of this policy shall remain in effect for the duration of the current term of the rental agreement.

### APPENDICES TO THIS POLICY:

- KF-E1 Request for Use of School Facilities
- 1. KF-E2 Fee Schedule For Facility Use

Adopted 11/27/89; Revised 2/24/92, 04/25/05, 5/22/06, 1/26/09, 4/22/13

## COMMUNITY USE OF SCHOOL FACILITIES

Code **KF-R** Issued **4/13**

### I. General Rules on Use of School Facilities.

Under Policy KF, the Board authorizes the Superintendent to prescribe and publish these separate administrative procedures required for the Community Use of School Facilities in an orderly and equitable manner.

As a service to the community, the Board may allow the use of public school property by individuals, organizations, institutions and businesses for such educational, recreational, social, civic, and philanthropic and like purposes as the board deems in the best interest of the community.

### I. Authorized Users.

A. Designation of groups authorized to use school facilities and applicability of fees to be charged to these groups shall be in accordance with Policy KF Section C, Eligible Users, Priority of Use and Fees Required.

B. Unless otherwise specified by policy or elsewhere in these administrative procedures, all general and special rules, terms and processes described below shall be applicable to all categories of user groups (A, B, and C) defined in Policy KF.

B.C. Category B and C user groups executing a Facility Use Agreement are responsible for all damages to school facilities, property or equipment that occurs while the facility is being used by the group, and must furnish a Certificate of Insurance for general liability coverage of \$1,000,000 (per occurrence) at the time a request is made for use of the facility. The Certificate of Insurance must show that coverage is current during the requested date(s) of use. Alternatively, the Superintendent or designee may require the group to execute a Waiver of Liability that states that no liability shall attach to the Rock Hill School Board of Trustees, individually or collectively, for personal injury or personal property damage by reason of use of the school property.

D. The Rock Hill School District reserves the right to prohibit use of its facilities by any individual, group or organization not in good standing with the district or its divisions (schools, departments or programs). An individual, group or organization which has acted with negligence, disrespect or disregard for federal, state or local statutes or regulations, school board policies and procedures, or the rules and bylaws of the leagues, consortia, groups or other organizations to which the district or its divisions subscribes, which has resulted in adverse impact to the district's resources, risk management or reputation shall be considered not in good standing.

### II. General Rules on Use of School Facilities.

~~A. As a service to the community, the Board may allow the use of public school property by individuals, organizations, institutions and businesses for such educational, recreational, social, civic, and philanthropic and like purposes as the board deems in the best interest of the community.~~



## PAGE 2 - KF-R - COMMUNITY USE OF SCHOOL FACILITIES

~~B.A.~~ The ~~Associate-Deputy~~ Superintendent ~~for Administrative Services~~ is responsible to the Superintendent and the Board for administration of the Community Use of School Facilities policy and procedures.

~~C.B.~~ Permission to use school facilities ~~will can~~ be granted by the school principal or designee and the ~~Associate-Deputy~~ Superintendent ~~for Administrative Services~~ or designee when such use will not interfere in any way with the regular programs and activities of the schools. Such permission shall be documented by a written facility use agreement, as further outlined in Section III.

~~D.C.~~ The designee for the ~~Associate-Deputy~~ Superintendent ~~for Administrative Services~~ is the Facilities Use Coordinator.

~~E.D.~~ The principal or the designated administrator assigned by the principal to be in charge of the building shall be on-site present and visible at the event whenever buildings are opened assigned or scheduled for public use and shall be responsible to the Board of Trustees.

~~F.E.~~ All activities must be conducted under appropriate adult supervision by the user group (organization granted the agreement for use) which is renting-using the facility. An adult is defined as being 21 years of age or older. The adult supervisor(s) must be in attendance at all times and accept the responsibility for the care of the school facility and equipment, the conduct of their group while using the facility, confining the activities of the group only to the area specified in the written agreement, using only equipment agreed-upon listed in the contract agreement, and leaving the premises at the time specified in the contract agreement.

~~G.F.~~ For Category B and C user group events, ~~a~~ Adequate custodial employee(s) shall be provided by the district, and charged to the user group for all events. The number of custodians for each event shall be, as jointly determined by the principal and the Coordinator of Custodial Services.

G. For all user group events, the group assigned use of the facility is responsible for adequate security, defined as uniformed police or security service presence. The assigned administrator shall assure and report presence to the Facility Use Coordinator, but shall have neither the responsibility nor authority to provide security to the user group or to any person who shall be on school premises with regard to such use. Additionally,

1. Certain events may be deemed "extraordinary" by the Deputy Superintendent or designee due to forecast attendance, the nature of the event and other variables. For such events if police protection will be required, and is needed, as determined by the school principal or facility administrator, it must be provided by the user group. If required, the school principal and an authorized official of the police force, having jurisdiction over the site, shall determine the number of officers necessary. A copy of the Extra-Duty Police Agreement between the user group and the applicable policy force shall be provided with the Certificate Of Insurance prior to execution of the Facility Use Agreement, based on the nature of the activity and anticipated number of participants and/or spectators.

2. Failure to provide security for any event, whether or not extraordinary, may result in assessment of a \$500 security deposit as a requirement for future rentals by the user group, or suspension of eligibility for future rentals by the user group.



3. The Facility Use Agreement shall have a provision wherein the user group shall indemnify and hold harmless the school district against any claim for failure to provide security.

### III. Terms, Conditions and Acceptance of Agreements.

The Superintendent or designee is authorized to enter into agreements with ~~community~~ groups for the use of school property for terms ~~up to six months~~ and conditions as follows:-

**A. Types of Agreements.** Unless specifically granted as part of the Terms and Conditions of a Purchase Order or Contract under the district Procurement Code or other policy, all Community Use of School Facilities granted under Policy KF for Category B and C user groups shall be documented by one of the following instruments:

1. Rental Agreement: An agreement for a specific event. Such use may occur during a single day or over a period of several days within a given month. All charges will be due and payable 10 days prior to the event.
2. Facility Use License: An agreement with a single user group for recurring use over a period of longer than one month but less than five years. Such use is generally expected to be the same number of hours each month and to occur over more than two consecutive months within a year; or to occur in the same month(s) within a multi-year period. All charges for hours licensed will be due and payable by the fourth day of each month for that month of use. Failure to remit payment by the 15th day of the month for that month's use shall be grounds to terminate the license in whole.

- a. Licenses up to one calendar year can be approved by the Deputy Superintendent or designee
- b. Agreements with terms from one calendar year up to five calendar years shall be considered long-term licenses and shall be approved in advance by the Board of Trustees. The Board may require an annual review of long-term licenses in particular cases.

3. Facility Use Lease: An agreement for five calendar years or more shall be deemed a lease and must be approved in advance by the Board of Trustees at terms and conditions stated. Leases shall also be approved by The York County Council, unless suspended by state proviso (SC Code 59-19-250).

**B. Fee Schedule for Facility Use.** Category B and C users granted ~~an rental~~ agreements and licenses up to one calendar year will be charged fees according to the KF-E2, Fee Schedule for Facility Use. Charges for each of these agreements will be based on:

1. A Rental Fee per hour of use for the area(s) of the school to be used.
2. A Personnel Fee for the assigned school administrator. Additional personnel charges for custodial worker(s) and event technician(s), food service and/or facilities services workers will be added on an individual agreement basis, as determined through the process for requesting use, described below. Personnel fees are per person per hour, as described in the Fee Schedule for Facility Use.



3. Equipment Rental Fees for District-owned items desired by the user group, requiring set-up and/or support by the district. Certain items of school furniture and specialized portable school equipment may be used only with the approval of the principal, and specified on the facility user agreement.

3.4. An Application Fee of \$50 shall be collected and credited to the school or site granting use. The application fee shall be collected at the time of the application and is required for the application to be approved.

If an event and/or its permitting agreement is canceled by the requesting user group more than 72 hours before the start of the event, or by the district at any time prior to the start of the event, a refund of any fees above which have been collected shall be made.

Long-term licenses and leases shall be granted and approved at specific terms, conditions and fees as negotiated. Fees collected may reflect in-kind services or benefits received by the district but shall otherwise recover costs for support provided consistent with Board policy.

#### IV. Process for Requesting Use (Category B and C User Groups).

##### A. Process Description / Steps Required.

1. Groups or persons interested in using school facilities must submit a form KF-E1, Request for Use of School Facilities (the "form") ~~with the principal of the particular school desired or~~ with the Facilities Use Coordinator.
2. All sections of the form shall be filled in as completely and legibly as possible and according to the instructions listed on the form.
3. The principal or designee shall determine if the area of the school requested for use is available, and that the time and area requested will not interfere with normal school functions and curricula and is in the best interest of the school and community. The principal shall approve the area of the school requested for use or designate an alternative area as required, and shall note the area assigned on the form. To the maximum extent possible, the principal or designee should ensure all questions have been resolved and noted on the contract concerning the use of the school facility.
4. ~~On the form, the principal shall recommend the type of agreement needed, based on the nature of the use requested. The principal shall also assign the administrator required to be present during the event on the form. For licenses, a roster of administration positions to cover each use should be developed, published and maintained.~~
5. ~~To the extent it can be determined, the principal or designee should obtain the Certificate of Liability Insurance of any apparent Category B or C user group and attach it to the form.~~
46. The principal shall ~~sign the contract and forward it~~ provide written verification to the Facilities Use Coordinator, ~~maintaining a copy at the school. The signature of the principal on the form is~~



~~an indication to the Facilities Use Coordinator that the event~~ that the event has been approved and  
will not conflict with any other use at the school facility.

57. The Facilities Use Coordinator shall receive the form and ensure a Certificate of Insurance for liability coverage is provided. Applicable fee charges shall be calculated and noted on the form. All arrangements, terms of use and schedules shall be confirmed with the principal and the requesting group.

68. The Facilities Use Coordinator shall issue the approved and signed agreement and an invoice for any applicable fees. Payment must be received 10 days prior to the day of the event.

79. Prior to the event or first use of the area, the assigned administrator or designee is responsible for inspecting the facility to ensure that the area is clean and ready for use. The assigned administrator should welcome and support the user group in a professional manner. Following the event the assigned administrator or designee shall examine the area to ensure it has been left in the condition found. Any discrepancies must be documented and reported to the principal. The principal shall report the damage to the Facilities Use Coordinator immediately. The Facilities Use Coordinator is responsible for collecting damages assessed from the user group.

#### B. Special Rules Concerning the Process for Requesting Use.

1. Should a conflict occur over the use of a school facility, school programs shall always have first priority up to ~~10-6~~ days prior to the day of the event. For district stadiums school programs shall always have first priority. In general, priority for use of school facilities, including athletic facilities, shall be as prescribed in policy KF, Section C. Eligible Users, Priority of Use and Fees Required.

2. Rock Hill Schools shall not be liable for damages, in the event the facility is not able to be used pursuant to the facility use agreement except for the refund of any facility use fee which may have been paid in advance.

3. The assigned administrator is to provide responsible, courteous service to the group using the facility and has the authority to close the facility, if there is evidence of misuse or misconduct present.

~~4. The assigned administrator shall have neither the responsibility nor the authority to provide security to the user group or to any person who shall be on school premises with regard to such use. The facility use agreement shall have a provision that makes the user group solely and exclusively responsible to provide all security services related to its use of facilities and which makes the user group responsible to indemnify and hold the school district harmless against any claim for failure to provide adequate security.~~

#### V. Special Rules for Certain Facilities and Equipment.

A. **Use of Food Service Facilities.** Use of school kitchens is not permitted. ~~shall first be approved by the Food Services Director and can only be used if the Cafeteria Manager or designee is present to supervise and operate equipment.~~



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- B. **Use of Technology Facilities.** Use of Rock Hill Schools technology equipment (computerized and telecommunication systems, Wi-Fi and other networks) by user groups is not permitted unless otherwise specified in selected~~the~~ facility use agreement.
- C. **Use of School Furniture.** Only school furniture provided for a particular facility may be used. Any rearrangement of the furniture must be done by the user group and with the specific permission of the principal beforehand. The user group must return the furniture to the original configuration before leaving the facility.
- D. **Use of School Specialized Equipment.** In the event certain specialized lighting, ~~and~~ sound or other electronics equipment is needed, a school district event technician must be hired, as determined by the ~~Facilities Services Department Director~~Deputy Superintendent or designee.
- E. **Use of District ~~Three~~ Stadiums.** Due to specialized playing surfaces, lighting and other electrical and electronic equipment for mass assembly, at least one qualified event technician from the Facilities Services Department will be required to be on site at ~~the district~~ stadiums throughout the rental period of use. Concession Stands and equipment shall not be available for rental or use by any group except as expressly authorized by the Executive Director of Facilities and Fleet Services or designee.
- F. **Use of Playgrounds.** School playgrounds are used informally by the children and families of the community and by organized community groups during non-school hours. There is no charge for the use of these facilities on an informal (non-event) basis. Although the playgrounds are open and accessible, Rock Hill Schools assumes no liability in connection with their use by these groups or individuals during non-school hours, and any unauthorized person(s) causing damage to these school facilities is subject to prosecution.
- G. **Use of Equipment Restricted on Grounds.** Motorized devices, skateboards, and similar conveyances are not to be operated on school property at any time.
- H. **Flying of Flags.** Flag poles on school campuses will be used solely to display the American flag, the South Carolina state flag, and optionally a school-related or school-designed flag. Commemorative flags, celebratory flags, flags of other nations and other flags will not be displayed on school flagpoles.
- I. **Signage and Promotional Materials.** The use of promotional materials and signage on the day of or during the event shall be coordinated with and approved by the principal or assigned administrator.

### VI. Fees Assignment and Collection.

- A. The assignment of fees shall be the responsibility of the Facility Use Coordinator and shall be in accordance with Policy KF.
- B. Other modifications, waivers or exceptions to these administrative procedures not otherwise contained in the Board Policy may be entered into between the user group and the Superintendent or designee.

B.C. Fees collected from user groups shall be deposited with specific credit applied to the Operation of Plant (254) function to assure recovery of costs expended. Portions of fee amounts collected, including the Application Fee may be credited to the particular school/department account or other functions of the general fund as approved by the Deputy Superintendent.





**Rock Hill Schools**  
**Request for Use of School Facilities**  
**For all questions, contact: Glenette Neal**  
**803-981-1151 or Gneal@rhmail.org**

NOTICE: Persons using the facilities are responsible for leaving the buildings and grounds in the same manner as they were provided to them, i.e., clean and free from trash and debris. There is to be no tobacco products and the consumption of ALCOHOLIC BEVERAGES is PROHIBITED on the grounds and within the buildings.

Name of Organization: \_\_\_\_\_ Date: \_\_\_\_\_

**Certificate of Liability Insurance Information:**

Insurance Agency: \_\_\_\_\_ Policy: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name of School: \_\_\_\_\_ Area(s) of Building Desired: \_\_\_\_\_

If requesting an auditorium, indicate if special equipment is needed for: Lighting \_\_\_\_\_ yes \_\_\_\_\_ no  
Sound \_\_\_\_\_ yes \_\_\_\_\_ no

Date(s) Requesting: \_\_\_\_\_

Hour Facilities are to be Open: \_\_\_\_\_ Closed: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_ If cafeteria is requested, will a meal be served? \_\_\_\_\_

Purpose for which facilities are to be used (describe fully, use separate page if necessary):  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned applicant, have read the Rock Hill Schools Board of Trustees Policy KF and Administrative Rule KF-R and accept and agree to abide by this policy and procedures. Specifically, I understand and accept the terms and conditions of use of said policy and procedures with regard to limitations and indemnification of damages and liability. I understand my group is solely and exclusively responsible to provide all security services related to its use of school facilities and my group indemnifies and holds the Board of Trustees harmless against any claim for failure to provide adequate security. The Rock Hill Schools Board of Trustees, through the Superintendent or designee, reserves the right to cancel this agreement whenever it deems such action advisable and in the best interest of the school system; or to modify or change its rules at any time with or without cause. If cancelled, there shall be no claim or right whatsoever to damages or reimbursement on account of loss, damage or expenses, except full refund of payments made in advance.

Signature: \_\_\_\_\_ Print name: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Facilities Use Coordinator)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal of School)

Administrator Assigned to event: \_\_\_\_\_

Certificate of Liability Insurance must be submitted with request.  
All fees must be paid in full prior to rental.  
Allow up to 10 business days for processing rental request.



## Fee Schedule for Facility Use

### Rental Fees –Category B Users (Local, Community and Civic Groups)

<u>Space Used</u>	<u>Fee</u>
Classroom	\$ 15 per hour
Multiple Classrooms (up to 6)	\$ 75 per hour
Media Center	\$ 25 per hour
Atrium	\$ 20 per hour
Cafeteria	\$ 30 per hour
Gymnasium	\$ 30 per hour
Auditorium	\$ 40 per hour
Middle School Stadium	\$ 40 per hour
District Three Stadium or South Stadium	\$ 75 per hour
Athletic Field/Track/Tennis Courts	\$ 35 per hour
Historic Meeting Facility	\$ 50 per hour

### Rental Fees –Category C Users (For-Profit Groups, Private Groups and Individuals of the General Public)

<u>Space Used</u>	<u>Fee</u>
Classroom	\$ 30 per hour
Multiple Classrooms (up to 6)	\$150 per hour
Media Center	\$ 50 per hour
Atrium	\$ 40 per hour
Cafeteria	\$ 60 per hour
Gymnasium	\$ 60 per hour
Auditorium	\$ 80 per hour
Middle School Stadium	\$ 80 per hour
District Three Stadium or South Stadium	\$150 per hour
Athletic Field/Track/Tennis Courts	\$ 70 per hour
Historic Meeting Facility	\$100 per hour

### Personnel Fees\*

<u>Personnel</u>	<u>Fee</u>
<b>Administrator - Required</b> (2 hr. minimum)	\$ 45 per person per hour
<b>Custodial Workers</b> (2 hr. minimum)	\$ 30 per person per hour
<b>Cafeteria/Kitchen Workers</b> (mandatory if equipment is used)	\$ 30 per person per hour
<b>Maintenance Workers</b> (mandatory if equipment is used)	\$ 30 per person per hour

### Equipment Fees\*\*

<u>Item</u>	<u>Fee</u>
Piano	\$ 150 per day
Choral risers	\$ 100 per day

\* The principal and appropriate district staff will determine the number of workers needed for each event. This will allow for the reasonable use of employees and work load necessary to cover the event and having the school area used ready for school activities the following day.

\*\*Equipment must be reserved at agreement signing.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Request for Use of School Facilities

NOTICE: Persons using the facilities are responsible for leaving the buildings and grounds in the same manner as they were provided to them, i.e., clean and free from trash and debris. There is to be no tobacco products and the consumption of ALCOHOLIC BEVERAGES is PROHIBITED on the grounds and within the buildings.

Name of Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Name of individual representing organization to be present and responsible during event: \_\_\_\_\_

Federal Tax ID (if applicable): \_\_\_\_\_

Liability Insurance Information:

Insurance Agency: \_\_\_\_\_ Policy: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name of School Requested: \_\_\_\_\_ Area(s) of Building Desired: \_\_\_\_\_

Date(s) Requesting: \_\_\_\_\_ Opening Time: \_\_\_\_\_ Closing Time: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Purpose for which facilities are to be used (describe fully, use separate page if necessary):

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I, the undersigned applicant, have read the Rock Hill Schools Board of Trustees Policy KF and Administrative Rule KF-R and accept and agree to abide by this policy and procedures. Specifically, I understand and accept the terms and conditions of use of said policy and procedures with regard to limitations and indemnification of damages and liability. I understand my group is solely and exclusively responsible to provide all security services related to its use of school facilities and my group indemnifies and holds the Board of Trustees harmless against any claim for failure to provide adequate security. The Rock Hill Schools Board of Trustees, through the Superintendent or designee, reserves the right to cancel this agreement whenever it deems such action advisable and in the best interest of the school system; or to modify or change its rules at any time with or without cause. If cancelled, there shall be no claim or right whatsoever to damages or reimbursement on account of loss, damage or expenses, except full refund of payments made in advance.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Facilities Use Coordinator)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
(Principal/Director)





## Application Guidelines

*Applications are submitted to the schools for approval in order to avoid conflicts with school-scheduled activities. Please allow approximately 10 business days to receive the result of your request.*

In order to start the application process we must have the following:

1. **Application Fee of \$50.00** in form of check or money order payable to Rock Hill Schools.  
*Please note: application will not be processed without fee.*
2. **Completed Application Form** which must be filled out entirely including:
  - a) Organization name
  - b) Tax ID number (if non-profit)
  - c) Purpose of Use
  - d) Exact starting and ending hours including set-up and clean-up time
3. **Authorized Representative's Signature**

If approved, we must have the following 10 days prior to event:

1. **Certificate of Liability Insurance**  
The certificate must specify the effective date of the general liability policy. These dates must cover the date(s) being requested for the use of RHSD facilities.  
Limits of coverage shall be indicated on the Certificate of Insurance as follows: *All non-school-affiliated groups shall be required to pay the pro rata cost of insurance for extended coverage, fire, and vandalism on building and contents to the extent of the full insurable value and will be required to furnish a comprehensive general liability insurance policy including contracted coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate and fire legal property liability, and \$75,500 for property damage with no deductible, with an insurance company authorized to do business in South Carolina, naming the school district as an additional insured.*
2. **Complete payment** in form of check or money order payable to Rock Hill Schools

**For all inquiries, please contact:**

**Facilities Services**

**Glenette Neal**

**803-981-1151**

**[Gneal@rhmail.org](mailto:Gneal@rhmail.org)**



# Fee Schedule for Facility Use

## Rental Fees –Category B Users (Not for Profit, Tax Exempt)

<u>Space Used</u>	<u>Fee</u>
Classroom	\$ 15 per hour
Media Center	\$ 40 per hour
Atrium	\$ 20 per hour
Cafeteria	\$ 50 per hour
Gymnasium – Middle School	\$ 50 per hour
Gymnasium – High School	\$ 75 per hour
Auditorium – (Seating is less than 650)	\$ 50 per hour
Auditorium – (Seating is more than 650)	\$ 75 per hour
Stadium - Middle School	\$ 60 per hour
Stadium – High School	\$200 per hour
Athletic Field/Track/Tennis Courts	\$ 40 per hour

## Rental Fees –Category C Users (For-Profit, Private and Individuals of the General Public)

<u>Space Used</u>	<u>Fee</u>
Classroom	\$ 30 per hour
Media Center	\$ 80 per hour
Atrium	\$ 40 per hour
Cafeteria	\$100 per hour
Gymnasium – Middle School	\$100 per hour
Gymnasium – High School	\$150 per hour
Auditorium – (Seating is less than 650)	\$100 per hour
Auditorium – (Seating is more than 650)	\$150 per hour
Stadium - Middle School	\$120 per hour
Stadium – High School	\$400 per hour
Athletic Field/Track/Tennis Courts	\$ 80 per hour

## Personnel Fees\*

<u>Personnel</u>	<u>Fee</u>
Administrator – Required	\$ 50 per person per hour
Custodial Worker	\$ 35 per person per hour
Event Technician	\$ 35 per person per hour

## Equipment Fees

<u>Item</u>	<u>Fee</u>
Athletic Scoreboard/ Gym Clock	\$ 50 per day
Auditorium Lighting/Sound System	\$100 per day
Choral Risers	\$100 per day

\* The principal and appropriate district staff will determine the number of workers needed for each event. This will allow for the reasonable use of employees and work load necessary to cover the event and having the school area used ready for school activities the following day.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Memo

**TO:** Dr. Kelly Pew

**FROM:** Anthony Cox, P.E.

**DATE:** June 12, 2017

**SUBJECT:** Approval to Reallocate \$800,000 of Capital Fund Money to Purchase Furniture, Fixtures and Equipment for New District Office

**CC:** Terri Smith / Brian Vaughan / Bill Klein (CMO/Cope) / Nicole Hatch / John James

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On August 22, 2016 the Board of Trustees approved the construction of a new district office building at 386 Black Street, Rock Hill SC at a construction amount not to exceed \$6.5 million. Project approval was conditional that the district not use any funds approved under the 2015 bond referendum. A design/build contractor team was selected. Extensive stakeholder-based design, permitting, and site work have preceded construction on available district-owned land in downtown Rock Hill. Construction is underway.

After consulting and selecting specialized vendors, the district has completed procurement planning for all furnishings, fixtures and equipment ("FFE") for the building. FFE required falls into two main categories:

1. Stationary (or "Building-related") FFE is funded and provided as part of the current construction contract. This includes water coolers, large appliances, lobby reception desk, moveable partitions, cabinetry and shelving, window treatments, restroom fixtures, large multi-function office equipment and certain electrical systems components.
2. Portable (or "Educational-Collaboration") FFE requires funding in addition to the construction contract. Requirements for Educational FFE have been identified and include:
  - a. District Training and Conference Center – 3,400 SF area convertible from one to three training / meeting rooms, including furnishings and audiovisual support package.

- b. Technology Network and Office Audio-Visual Support Items – includes the building-wide IT network, cabling and wireless access systems, audiovisual equipment for collaboration and conference rooms and certain electronic security systems components.
- c. Portable or Relocatable Staff Support Items – include modular workstations, conference, collaboration and commons area furniture, office furniture and miscellaneous custodial and support equipment.

As discussed with the Board at its Work Session in August 2016, the sale, relocation and construction of a new District Office in downtown Rock Hill will provide several benefits to our schools and to our community, including:

- Increases collaboration on school support issues;
- Superior productivity through the hybrid open concept.
- Consolidates instructional support staff (now divided).
- Increase space available for training.
- Enhances connectivity and communication.
- Co-location with consolidated Pre-School for academic synergy.
- Centrally located for optimum access from schools to district; fosters “School System” concept.
- Downtown location will promote economic activity, showcase Rock Hill
- Increases collaboration, cooperation with City and business partners for district.
- Balances downtown re-development with further growth around Fountain Park.

In the same way the Educational FFE described above will properly equip our staff to train and directly support our school teachers/other staff members, and will be used by our schools and our Board to achieve the benefits listed above.

Funds in the amount of \$800,000 for the Educational FFE above have been identified from a non-referendum capital account. These funds are currently assigned to support the Sullivan Language Academy Addition and Renovations, a project originally approved as part of the bond referendum authorized capital program. Bond referendum funds in this amount have now become available through the premium proceeds of the recent general obligation bond sale. Funds in this amount have been allocated as part of the \$13.5 million list shared with the Board at its August Work Session.

A Board member requested to know if any planned classroom projects are not being funded. All capital outlay projects approved by the Board at the May 24<sup>th</sup>, 2017 Business Meeting will be completed. In addition, classroom needs which were deferred with the May 2017 approval will be recovered through the allocation of additional funds from the bond sale premium.

These needs, totaling \$13.5 million, were provided to the Board as part of the Construction Update at the Work Session of August 14, 2017. Work initially identified at the time of the referendum which remains deferred includes:


- Additional bleachers at sports fields, RHHS and NHS – (not feasible due to expanded codes requirements)
- Upgrade High School Athletics Practice Fields (Artificial Turf) – (re-evaluating project need)
- Athletic Fields Lighting Upgrades – (remaining lights are not in immediate need of replacement)
- Upgrade Middle School Football/Soccer Fields – (re-evaluating need for this project; not a athletics program requirement)
- Co-locate Transportation Department Yard with Operations Facility
- Renovations to Sylvia Circle Elementary School (not needed with the opening of the new Montessori school)
- Renovations to Rock House, District Three Stadium

These projects will be reviewed with the Pathfinders as we begin to develop our 2021-2028 master plan.

**The administration requests approval by the Board for the reassignment of \$800,000.00 from non-referendum capital funds to finance the portable or Educational FFE for the new District Office.**



# Memo

TO: Dr. Kelly Pew  
FROM: Anthony Cox, P.E.   
DATE: August 22, 2017  
SUBJECT: Approval to Use State Model Procurement Code Section 3005

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As discussed at the Board of Trustees' Work Session on August 14, 2017, **requesting approval to amend current Rock Hill Schools' Consolidated Procurement Code (2008) by adding new Section 3005, attached.**

This amendment will enable the use of authorized state model procurement code alternative procedures such as Construction Management At-Risk for the execution of the RHS Bond Referendum's funded projects. This section, approved by the state of SC after our code was published, enables positive cost control, sustains a high level of construction service and quality, and ensures greater competition in the hyper-active construction market we are dealing with today.

This procedure will be incorporated into the comprehensive revision of the overall RHS Procurement Code to be brought to the Board at their September work session.

**Consolidated Procurement Code of Rock Hill Schools 2008 (CURRENT CODE)**

No section 11-35-3005.

**State Model Procurement Code, Section 3005 (PROPOSED ADVANCED AMENDMENT)**

**SECTION 11-35-3005.** Project delivery methods authorized.

(1) The following project delivery methods are authorized for procurements relating to infrastructure facilities:

- (a) design-bid-build;
- (b) construction management at-risk;
- (c) operations and maintenance;
- (d) design-build;
- (e) design-build-operate-maintain; and
- (f) design-build-finance-operate-maintain.

(2) In addition to those methods identified in item (1), the board, by regulation, and the State Engineer, in accordance with Section 11-35-3010, may:

(a) approve as an alternate project delivery method any combination of design, construction, finance, and services for operations and maintenance of an infrastructure facility; and

(b) allow or require the governmental body to follow any of the additional procedures established by Section 11-35-3024.

(3) Participation in a report or study that is later used in the preparation of design requirements for a project does not disqualify a firm from participating as a member of a proposing team in a construction management at-risk, design-build, design-build-operate-maintain, or design-build-finance-operate-maintain procurement unless the participation provides the business with a substantial competitive advantage. In the Manual for Planning and Execution of State Permanent Improvements, the State Engineer may establish guidance for the application of this item by governmental bodies.

*HISTORY [ON PROPOSED CODE]: 2008 Act No. 174, Section 1, provides as follows:*

*"The General Assembly finds that:*

*"(1) it adopted a modified version of the 1979 ABA Model Procurement Code for State and Local Governments when it enacted 1981 Act No. 148. Since then, the ABA has revised its recommended model by adopting the 2000 ABA Model Procurement Code for State and Local Governments, which it developed in cooperation with, among others, the National Association of State Procurement Officials, the National Institute of Governmental Purchasing, the American Consulting Engineers Council, the Design Professionals Coalition, the Council on the Federal Procurement of A/E Services, the Engineers Joint Contracts*

**Rock Hill Schools**  
**Purchasing Department**

**August 22, 2017**

*Document Committee, and the National Society of Professional Engineers. One of the primary goals of the revision project was to encourage the competitive use of new forms of project delivery in public construction procurement; and*

*"(2) it is the intent of the General Assembly to facilitate the use of these alternate forms of project delivery by adopting, as modified herein, those portions of the new model code related to Article 5 (Procurement of Infrastructure Facilities and Services) of the model code. To that end, the relevant official comments to the model code, and the construction given to the model code, should be examined as persuasive authority for interpreting and construing the new code provisions created by this act."*

*2008 Act No. 174, Section 21, provides as follows:*

*"This act takes effect upon approval by the Governor and applies to solicitations issued on or after January 1, 2008."*

Superintendent Evaluation @ October 23 Business Meeting

Jim Vining

Board Member Travel to NSBA Annual Conference in April, 2018

Terry Hutchinson

Windy Cole



**Communications**

**Ed Duffy – Teen CEO Day**



Communications Department  
Telephone: 981-1008 - Fax: 981-1094

## Memorandum

**TO:** Dr. Kelly Pew  
**FROM:** Mychal Frost  
**DATE:** August 24, 2017  
**SUBJECT:** Announcements for August 24<sup>th</sup> School Board Meeting

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### Upcoming Closure

The district will be closed on Labor Day, Monday, September 4.

### Follow Capital Program Updates

After an action-packed summer, the Build on the Rock website has been updated with photos. You are encouraged to visit the district's capital building program, "Build on the Rock," website – [www.rock-hill.k12.sc.us/BuildOnTheRock](http://www.rock-hill.k12.sc.us/BuildOnTheRock) -- for more information. This website provides status updates on active and planned construction projects in the district. On the page, viewers can see project descriptions, before and after photographs, and construction timelines.

### Upcoming Board Meetings

The School Board will next meet on Monday, September 11 for a work session. The meeting will begin at 4 p.m. with a data review session. The next business meeting will be Monday, September 25 at 6 p.m. Please note that all board meetings through at least January 2018 will be held at Rawlinson Road Middle School's auditorium. Meetings will continue to be streamed on our website and available for viewing on-demand immediately following each broadcast.

### Language Immersion Academy Groundbreaking

On Thursday, August 31 at 9:30 a.m., the district will ceremoniously break ground on the Language Immersion Academy that is being constructed on the campus of Sullivan Middle School. This event is open to the public and is an exciting time in the history of foreign language programming in our district.

### First Day Look Around the District

The school year started Thursday, August 17. Let's watch a video of the excitement of the first day of school. This video was produced by Dustin Wilson in our Communications Department.

At its work session on August 14, 2017, held at the Rawlinson Road Middle School, the board:

- held its monthly data session;
- discussed Section “G” policies;
- discussed Policy CFC – Assignment and Transfer of Building Administrators;
- discussed the ATC-YEC-RHS Solar Hosting Partnership/Land Use Agreement;
- discussed Policy KF, KF-R – Community Use of School Facilities;
- discussed new facility use agreements;
- discussed extensions of current facility use agreements;
- received a Build on the Rock construction update;
- received new procurement code information;
- discussed a date for the superintendent’s evaluation;
- received an online registration update;
- received a report on summer school programs;
- discussed Community visits for this school year;
- discussed behavior recommendations for future graduation ceremonies;
- discussed upcoming local SCSBA event and NSBA travel in 2018;
- discussed other and future business; and,
- held an executive session for personnel matters.

**Other and Future Business**

**Jim Vining**



## Executive Session(s)

>Legal Matter – Settlement of Legal Dispute

>Personnel Matter ~ Hiring

## Action as Required from Executive Session(s)

## Adjournment