

**MONTGOMERY COUNTY BOARD OF EDUCATION
MINUTES**

June 5, 2023

The Montgomery County Board of Education convened in a regular monthly meeting on Monday, May 1, 2023, at 6:30 pm in the Montgomery County Schools Boardroom. Board members present were Steve W. DeBerry – Chair, Tommy Blake - Vice Chair, Angela Smith, Lynn Epps, Anne Evans, Bryan Dozier, and Cindy Taylor.

Chairman Steve DeBerry called the meeting to order. Mr. DeBerry moved to adopt the agenda as submitted. Lynn Epps made the motion with Anne Evans seconding. The agenda was accepted with unanimous approval from the board.

As a point of privilege Chairman Steve DeBerry requested everyone in attendance to please stand in a moment of silence in remembrance of former Board of Education member Ms. Ann Long. Ms. Long passed away earlier this week.

Chairman Steve DeBerry shared an opening devotional with a reading titled “Always by Your Side”. Our children need to know that we are with them, that we will help them pick up the pieces of their dreams, that we will walk with them through any painful journey and that we will help them reach their goals however we can. The way to show this is by spending time with them. By spending both quality and quantity of time with them they know that we would choose to spend time with them over our own interest. We may not always have the right words to say but we can always make ourselves available and being present is often all that is needed. A child’s ability to deal with hardship often depends on how the child’s parents teach them to deal with it. The best way to teach a child is to walk with him or her through life.

Chairman DeBerry led the Pledge of Allegiance to the Flag of the United States of America.

No one signed up to speak during the public comments section.

Chairman DeBerry called upon Dr. Dale Ellis for recognitions. Dr. Ellis called upon Ms. Casey Galloway, MCHS Fire Fighting CTE teacher, to present the MCHS SkillsUSA recognitions in Fire Fighting. Billy Hart-National Fire Fighting first place; Ethan Helms-Intermediate Fire Fighting first place; Hunter Blake-Fire Fighting Basic first place; and Dylan Gardner-Fire Fighting Basic second place. Ms. Galloway noted that Billy Hart will be competing in the SkillsUSA Nationals competition in Atlanta later this month.

Dr. Dale Ellis then called upon Daniel Kern, MCHS Woodworking CTE teacher to present the SkillsUSA recognitions in Woodworking and Cabinetry. Preston Gilberti-Cabinetmaking Showcase second place (not present); Xander Singleton-Cabinetmaking Showcase fourth place; Edgar Cano-Cabinetmaking fifth place.

Dr. Dale Ellis then called upon Jodi Cole, Health Science CTE teacher to present the SkillsUSA recognition in Poster Competition. Tatiana Polastre-Steele-SkillsUSA Poster third place.

Dr. Dale Ellis then recognized Ms. Casey Galloway who was selected as the NCCAT CTE Teacher of the Year.

Dr. Dale Ellis then presented the Teacher of the Year recognitions. Sherry Anderson-Candor, Celia McKinney-Green Ridge, Barbie Blake-Mt. Gilead, Alicia Lineberry-Page Street, Angela Martin-Troy, Jennifer Loflin-Star, Joanna Miller-East Middle, James Simpson-West Middle, Jennifer Pieczyski-Montgomery Central, Pearl Pratt-Montgomery Early College, and Elizabeth Divine-Montgomery Learning Academy. Dr. Ellis also noted that Jennifer Pieczyski was selected as Montgomery County Schools District Teacher of the Year and Sherry Anderson was selected as runner-up.

Dr. Dale Ellis presented the Employee of the Year recognitions. Those in attendance were presented with a plaque. Teacher Assistant of the Year-Naomi Drake (WMS), Data Manager of the Year-Bobbie Jo Bruton (WMS), Bus Driver of the Year-Barbara Pemberton (WMS), Office Support of the Year-Patty Byrd (EMS), Instructional Support of the Year-April Parsons (EMS), Custodian of the Year-Francisco Cortes (CES), Child Nutrition of the Year-Cheryl Hurley (TES), and Auxiliary Services Employee of the Year-Bill Mingin (CO).

Chairman DeBerry requested to approve the consent agenda as submitted. Anne Evans made the motion with Tommy Blake seconding. The board approved unanimously, with Lynn Epps abstaining.

Chairman DeBerry called upon Dr. Dale Ellis to present the Budget Priority Resolution. Dr. Ellis began by explaining that the way this is currently written, even if a student has never attended Montgomery County Schools, meaning that we never received any funding for that student and that student attends a private school, we still may have to give the minimum which can sometimes be up to \$7000.00. There is a fundamental problem with how the Opportunity Scholarship has been presented. It has always been presented as if it is for people who have financial need, but they have now made it where it is available to anyone. This will end up harming Montgomery County Schools in the long run. We are fortunate that this board has managed this district in a way that we have a fund balance that we can combat that but when you must continually combat everything it becomes harder and harder to do year after year. It is really concerning that we must continue to worry about the State taking away funds at the same time we are asking the Montgomery County Commissioners for more funds. This is just a never-ending cycle and that is what this resolution attempts to highlight. The Senate budget gives every state employee a 5% raise over two years and gives teachers a 4.5% raise over two years while some teachers with over fourteen years' experience received \$250.00 over two years. Why teachers were singled out defies logic and also defies what our Senator told me personally during our visit to Raleigh a month ago. The Pre-K and childcare issues are also addressed by this resolution. The Opportunity Scholarship is projected to be a \$500,000.00 minimum hit to us over time. We have worked with the State leaders on this, and we are asking for a teacher salary increase of 18% which was what the governor proposed. We do not think this will happen, but we need to do anything to get more than the 4.5% that was proposed by the Senate. I present this resolution to you for approval. Mr. DeBerry asked where this currently stands. Dr. Ellis stated that it is currently in Conference Committee. In the past it has landed between the House and Senate budget. For teachers the House has proposed a 10% increase, with a 7.5% increase for all other state employees. A fair budget would have a 5-6% increase for state employees with an 8-9% increase for teachers. We should know within the next two weeks as they are looking to be done by June 30th. Once the Board approves this resolution, we will provide a copy to both

Senator Dave Craven and Representative Wayne Sasser. Tommy Blake made a motion to approve with Cindy Taylor seconding. The resolution was approved unanimously by the board.

Chairman DeBerry called upon Mr. Wade Auman and Mr. Donnie Lynthacum for the Community Eligibility Provision Presentation. Mr. Auman began by saying this is an easy presentation to give because it is what is best for the kids. CEP is a four-year grant that we will complete through the USDA for free lunch and breakfast for all our students. This means that all students' breakfast and lunch costs will be paid with federal funding for the next four years. CEP utilizes "Directly Certified" student data to determine school need. This student data comes directly from our community services such as food and nutrition services (SNAP, WIC), temporary assistance for needy families, Medicaid programs, identified homeless children, foster children, and identified migrant children. This information then goes into a percentage that will be evaluated by the grant program to determine eligibility. Mr. Lynthacum stated this report comes out on the first day of April each school year. You can see the numbers and if you fall into the guidelines, it will automatically tell you the schools that match up to it. This is the first year all our schools have matched up. This is due to a change in the Medicaid programs student data. Once enrolled our district will remain CEP for four years and we are locked at the current rate. If our numbers remain the same it will just continue but if our numbers increase, we can recertify, and we will begin a new cycle of four years. Once in place, families will no longer be required to complete the free and reduced lunch applications and there will no longer be accrued fees from unpaid cafeteria meal charges therefore minimizing withholding from activities. This program should also help improve student self-esteem and participation. Students who in the past may not have been able to spend the money on lunch, will now be able to purchase lunch without worrying about the cost. If we do see an increase in participation, it will in turn generate an increase in revenue which will be placed in the fund balance for future needs. Mr. Dozier asked how we plan to get this information out to the public. Mr. Lynthacum stated that we plan to put it out on our social media, share it at the back-to-school rally in August, and we will also provide a press release to be printed in the Montgomery Herald.

Chairman DeBerry called upon Dr. Tracy Grit for Policies for First Read. Dr. Grit stated that we have nineteen policies up for revision. Ms. Epps noted that in the past the Health Department provided the schools with the mother/nursing rooms and wanted to know if they are still in place. Dr. Grit confirmed that we do have those in place which put us ahead of the recommended policy revision for 4023/7233-Pregnant and Parenting Students and Employees. He stated that we were also ahead on the recommended revision for 3101-Dual Enrollment. These policies will be brought back to the board in July for approval.

Chairman DeBerry then called upon Dr. Dale Ellis for the Superintendent's Comments. Dr. Ellis began by saying this has been a great night. The life blood of any organization is its employees and we have had been able to celebrate a lot of them today with our Employees of the Year. It is a hard process every year because we are so blessed with so many great employees. You can see the great work the teachers are doing with our students who are winning awards and state championships. Just a lot of wonderful things going into the education of our students and the students are doing a great job. I just want to thank our employees because they do a fantastic job. The second thing I would like to highlight is the Community Eligibility Provision. I do not know how we have never qualified or what the magic number was, but I am so glad that it happened. We will definitely make sure that we communicate with the community to let them know that the board has finally reached a point where we can offer this. The principals gave an ovation when we mentioned it to them in the Cabinet meeting on Monday. It is a wonderful opportunity, and we want to make sure that we manage it well because there are some concerns

when you talk about an inflationary economy, but we will make sure we have the money set aside to handle anything for that four-year period. Based upon what I am hearing it sounds like at the end of three years we need to go through the process of recertifying so that we make sure we get it for four more years. It is one of those things that once we latch on to it, we need to figure out how to keep it because our kids absolutely need it. We appreciate this board's constant work with us and pushing to continue to find ways to help our community.

Chairman DeBerry then asked for a motion to go into closed session to discuss personnel and consult the board attorney. Bryan Dozier made the motion, with Lynn Epps seconding. The board approved entering closed session unanimously.

The following items were approved:

- 1) Board Minutes from May 1, 2023
- 2) Budget Session Minutes from May 1, 2023
- 3) Personnel and Auxiliary Report

| MONTGOMERY COUNTY SCHOOLS PERSONNEL REPORT Tracy Grib, Deputy Superintendent June 5, 2023 | | | | |
|---|---|----------------|------------------|--|
| a. Superintendent reports the acceptance of the following resignations/retirements: | | | | |
| Resignation/Retirement School/Assignment Effective Date | | | | |
| 1) Jennifer Graham Resignation | Mc Gobain Elementary 5 th Grade Teacher | July 1, 2023 | | |
| 2) Bryan Harvey Resignation | Montgomery Central High Assistant Principal | July 1, 2023 | | |
| 3) Laura Wilcox Retirement | Green Ridge Elementary Teacher Assistant | July 31, 2023 | | |
| 4) Stephanie Andruski Resignation | Pine Street Elementary ESL Teacher | June 1, 2023 | | |
| 5) Bryan Medina Resignation | Candler Elementary School P.T. Custodian | May 25, 2023 | | |
| 6) Dale Stummuski Retirement | East Middle School Caterina Manager | July 1, 2023 | | |
| 7) Garcia Griffin Resignation | West Middle School Health PE Teacher | June 15, 2023 | | |
| 8) Jason Myrick Retirement | Montgomery Academy Science Teacher | June 30, 2023 | | |
| 9) Krista Luthraum Retirement | Troy Elementary School 2 nd Grade Teacher | August 1, 2023 | | |
| 10) Ryan McDonald Resignation | West Middle School Drum Teacher | June 15, 2023 | | |
| 11) Andrea Stamps Resignation | Candler Elementary School | June 30, 2023 | | |
| b. Upon recommendation, approval of recommendation for employment of the following probationary contracts for the 2023-2024 school year as provided by General Statute 113C-322: | | | | |
| Employee Effective Date School/Assignment Record Check Reporting | | | | |
| 1) Jennifer Howard 8/18/2023 | East Middle School Exceptional Children | Yes | Nathaniel Miller | |
| 2) Randy Chappell 8/18/2023 | Montgomery Central High Law and Justice Teacher | Yes | | |
| 3) Marci Gengenbach 8/18/2023 | West Middle School PE-Inclusion | Yes | Amy Wilson | |
| 4) Jason Black 8/18/2023 | East Middle School Math Teacher | Yes | Jordan Wilson | |
| 5) Caitlin Singletary 8/18/2023 | Candler Elementary 4 th Grade Teacher | Yes | Amy Ward | |
| 6) Kelly Landwehr 8/18/2023 | Candler Elementary Pre-K Teacher | Yes | | |
| 7) Sean Cooper 8/18/2023 | Underline Elementary Kindergarten Teacher | Pending | Amber Samuels | |

c. Upon recommendation, approval of principal recommendation for employment of the following one-year probationary contracts for the 2023-2024 school year as provided by General Statute 113C-325:

| | |
|--------------------------------|---|
| Green Ridge Elementary: | Jackie Carter Sarah Johnson Jazlynn Campbell Derek Hartung Jacqui Clegg Hollie Rouse Alyssa Hause Miriam Oborny Kari Crispino |
| Early College: | Christ Hobson |
| Mc Gobain Elementary: | Megan Stinson Aldon Hall Hannah Thompson Cassie McElveen Nicole Langston |
| Pine Street Elementary: | Nicole Roth Kristin Beck |
| Star Elementary: | Maria Sibille Laura Hernandez Dana Prokesov |
| Troy Elementary: | Jasmin Hines Quinton Vassquez |
| Candler Elementary: | Caren Lester Kris Lambeth Stephanie Pagan |
| East Middle School: | Quinton Wall Mackie Jackson Jordan Smith Jack Carpenter Samantha Willis Patrick McWhorter Grant Hester |

| | |
|---------------------------------|---|
| East Middle School: | Laura Clegg Gloria Johnson Haley Adkins Shayla Dorsey Stephanie Odoms Nathaniel Miller |
| Montgomery Central High: | Katherine Anderson Dawn Bell Rebekah Doherty Dawn Doherty Dina Doherty Dolores Doherty Melissa Edwards Lorraine Edwards Chase Edwards Mia Edwards Stephanie Edwards Tina Edwards Stephanie Farn Erica Farmer Dawn Farmer Dawn Farmer Dawn Farmer Dawn Farmer Stephanie Farmer |
| Elizabeth Tillery | |
| Stated Services: | |
| Mc Gobain Elementary: | Shelly Schreifl Angela Cox Barbie Duke |

c. Upon recommendation, approval of principal recommendation for employment of the following one-year probationary contracts for the 2023-2024 school year as provided by General Statute 113C-325:

| | |
|------------------------------|---|
| | April Shepherd Jennifer Graham |
| Page Street Elementary: | Amanda Carrick |
| Troy Elementary: | Megan Epps Caytlyn Deaver |
| Montgomery Learning Academy: | Elizabeth Divine |
| Candler Elementary: | Michelle Conner |
| East Middle School: | Beth Gordan |
| West Middle School: | Kenneth Lynamus |
| Montgomery Central High: | Henry Buske Meredith Massie Vera Richardson |

f. Upon recommendation, approval of principal recommendation for employment of the following ~~for-career~~ probationary contracts for the 2023-2024 school year as provided by General Statute 115C-325:

| | |
|-------------------|--|
| Student Services: | Shade Sivalde |
| Star Elementary: | Samantha Stewart Jennifer Loftin Tucker McDonald |

Troy Elementary: Troy Little

| | |
|--------------------------|--|
| Candler Elementary: | Trudy Simons Ruth Portis |
| West Middle School: | Jamie Simpson |
| Montgomery Central High: | Seth Dupree Kathy Williams Alyson Wilson |

g. Upon recommendation of the superintendent, approval of re-employment of the following ~~LPT~~ teachers:

| | |
|----------------------|-----------------------------|
| Arlene Stewart | Mt. Gilead Elementary |
| Tammy Mobley | Page Street Elementary |
| Maryann Jackson | Montgomery Learning Academy |
| Karen Fisher-Roberts | Candler Elementary |
| Life Arcs | Candler Elementary |
| Karen Dunbar | West Middle School |

i. Report of the following transfers:

| Transfer/ Effective Date | From | To | Replacing |
|---------------------------------|--|--|---------------|
| 1) Joanne Battista 8/18/2023 | East-West Middle Art Teacher | East Middle ELA Teacher | Gabriel Moore |
| 2) Frances Marie 8/18/2023 | Montgomery Central High Elementary Children | Mt. Gilead Elementary Elementary Children | |
| 3) Sarah Hinton 8/18/2023 | Montgomery Central High Marketing Teacher | East-West Middle Marketing Teacher | Wayne Koehler |
| 4) Gabriel Moore 8/18/2023 | East Middle School 7th Grade ELA | East Middle School Social Studies | Quinton Wall |
| 5) Wayne Koehler 8/18/2023 | East Middle School CTE Business Teacher | Montgomery Early College PPERS A/P Intern | |

j. Upon recommendation of the superintendent, approval of recommendation for principals non-renewal of teacher contracts during 2023-2024 as described by General Statute 115C-325:

Jeanette Harris: Green Ridge Elementary School

k. Upon recommendation, approval of the following administrative contracts:

Principal: Annual 12-month term commencing July 1, 2023, and ending June 30, 2024

- Amy B. Reynolds, Montgomery Learning Academy

Assistant Principal: Annual 11-month term commencing July 1, 2023, and ending June 30, 2024

- Emily Dunn, Mt. Gilead Elementary School

Administrator: Annual 11-month term commencing July 1, 2023, and ending June 30, 2024

- Lance Thomas, Pre-K School Director
- Jonathan Spell, Director of Accountability and Quality
- Emily Shiao, Director of Secondary Education and CTE Programs
- Kenneth Johnson, Director of Child Nutrition

l. Upon recommendation of the superintendent, approval of the following school name:

| Employee/ Effective Date | School/ Assignment | Record Check | Replacing |
|-----------------------------|--|-----------------|-----------|
| 1) Linda Foye 5/31/2023 | Montgomery Central High P/T Custodian | Yes | |

m. Superintendent reports the termination of employee:

| Employee | School Assignment | Effective Date |
|-----------|------------------------|----------------|
| Lain Bell | Troy Elementary School | June 15, 2023 |

l. Upon recommendation of the superintendent, approval of recommendation for employment of the following non-certified personnel:

| Employee/ Effective Date | School/ Assignment | Record Check | Replacing |
|--------------------------------------|---|-----------------|----------------|
| 1) Jimmy Medina 5/31/2023 | Montgomery Central High P/T Custodian | Yes | |
| 2) Aubrey Williamson 8/18/2023 | Green Ridge Elementary Teacher, Asst. Bus Driver | Yes | |
| 3) Thoria Bass 6/12/2023 | Page Street Elementary P/T Summer School | Yes | |
| 4) Ulliana M. Lopez 5/30/2023 | Montgomery Central High Custodian/Bus Driver | Yes | Ashley Proctor |
| 5) Yaeli Olivencia-Jean 8/18/2023 | TBD P/T TA Apprentice | Yes | |
| 6) Monica Jimenez 8/18/2023 | TBD P/T TA Apprentice | Yes | |
| 7) Ashlynn Beaver 8/18/2023 | TBD P/T TA Apprentice | Yes | |
| 8) Emma Wallace 8/18/2023 | TBD P/T TA Apprentice | Yes | |
| 9) Sondrae Baldwin 5/30/2023 | All Locations Child Nutrition Sub. | Yes | |
| 10) Leigh Chandler 8/12/2023 | All Locations Child Nutrition Sub. | Yes | |
| 11) Tori-Jade Dunlap 7/1/2023 | Central Office Summer Camp/Care Leader | Yes | |
| 12) Zach Shea 5/15/2023 | Central Office Director of Transportation | Yes | Miss Delberry |
| 13) Andre H. Gonzalez TBD | Candler Elementary P/T Custodian | Yes | Reyan Medina |

**MONTGOMERY COUNTY SCHOOLS
AUDITORY REPORT
JUNE 5, 2023**

The following overnight field trips are requested:

Montgomery Central High School
Travel Dates 4/15-UNC Penokee
Trip Dates: 7/24/2023-7/28/2023

Upon recommendation, approval of release from Montgomery County Schools requested for the 2023-2024 school year:

Montgomery County Schools to Study County Schools

Montgomery County Schools to Randolph County Schools

Montgomery County Schools to Iillery Charter Academy, Bronx

Budget Amendment # 9

| Expense Code | Description of Code | Increase | Decrease |
|--------------------|-----------------------------------|--------------------|----------|
| LOCAL FUNDS | | | |
| | Revenues | | |
| 211110 | Local Appropriation | \$21,000.00 | |
| | Expenses | | |
| 21502-001 | FED 97 - Local Source Funding | \$21,000.00 | |
| | | | |
| | Net Change in Local Budget | \$21,000.00 | |

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget **\$4,646,015.00**
Amount of Increase **\$21,000.00**
Total Appropriation in Current Amended Budget **\$4,667,016.00**

Budget Amendment # 9

| Expense Code | Description of Code | Increase | Decrease |
|----------------------|---|--------------------|----------|
| FEDERAL FUNDS | | | |
| | Revenues | | |
| 2,290-210 | (324) Reg. & Bus. Permits | 1610.00 | |
| 1,290-115 | (324) Reg. & Bus. Tax - Bus. Activities | \$1,250.00 | |
| 1,290-116 | (324) Reg. & Bus. Tax - Bus. Activities | 100.00 | |
| 1,305-005 | (324) Reg. & Bus. Tax - Bus. Activities | \$10,415.00 | |
| 3,205-005 | (324) Employment Comm. Fund | \$29,073.00 | |
| | | | |
| | Net Change in Federal Revenues | \$51,710.00 | |
| | Expenses | | |
| 1,290-140 | (324) Employment Comm. Fund | 50,000.00 | |
| 1,290-240 | (324) Employment Comm. Fund | 125.71 | |
| 1,290-185 | (324) Employment Comm. Fund | 7,765.71 | |
| 1,290-186 | (324) Employment Comm. Fund | 2,000.00 | |
| 1,290-187 | (324) Employment Comm. Fund | 1,200.00 | |
| 3,800-005 | (324) Employment Comm. Fund | 16,455.00 | |
| 3,800-006 | (324) Employment Comm. Fund | 27,500.00 | |
| 3,800-007 | (324) Employment Comm. Fund | 5,555.56 | |
| | | | |
| | Net Change in Federal Expenses | \$14,711.00 | |
| | Net Change in Federal Budget | \$51,710.00 | |

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget **\$12,312,853.21**
Amount of Increase **\$54,711.00**
Total Appropriation in Current Amended Budget **\$12,317,563.21**

Budget Amendment # 9

| Expense Code | Description of Code | Increase | Decrease |
|----------------------------|---|----------------------|----------|
| CAPITAL OUTLAY FUND | | | |
| | Revenues | | |
| 11100-002 | Capital Outlays | \$414,700.00 | |
| 11100-003 | Capital Outlays | 50,000.00 | |
| 11100-004 | Capital Outlays | 25,795.21 | |
| 11202-122 | Capital Outlays | (\$1,584.00) | |
| 11100-005 | Capital Outlays | (\$42,412.02) | |
| 11100-006 | Capital Outlays | (\$6,762.15) | |
| | | | |
| | Net Change in Capital Outlays Revenues | \$80,772.69 | |
| | Expenses | | |
| 11050-820 | Local Revenues in Bus. Activity, Local Activities | (\$41,751.50) | |
| 11050-812 | Local Revenues in Bus. Activity, Local Activities | 225,732.00 | |
| 11050-813 | Local Revenues in Bus. Activity, Local Activities | 212,964.00 | |
| 11050-815 | Constr. Accrued & Accrued Paid in Advance | 542,467.25 | |
| 11050-802 | Accrued & Accrued Paid in Advance | 37,769.71 | |
| | | | |
| | Net Change in Capital Outlays Expenses | 382,572.55 | |
| | | | |
| | Net Change in Capital Outlays Budget | (\$80,772.55) | |

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget **\$1,852,596.37**
Amount of Increase **\$50,000.00**
Total Appropriation in Current Amended Budget **\$1,852,646.37**

Budget Amendment # 9

| Expense Code | Description of Code | Increase | Decrease |
|---------------------|--|-----------------|----------|
| LOCAL FUND # | | | |
| | Revenues | | |
| 3,200-001 | Local Fund | \$0.00 | |
| | | | |
| | Net Change in Local Fund # Revenues | \$0.00 | |
| | Expenses | | |
| 3,200-001 | Local Fund | 100.00 | |
| | | | |
| | Total Change in Local Fund # Expenses | \$100.00 | |
| | | | |
| | Net Change in Local Fund # Budget | \$100.00 | |

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget **\$4,644,271.21**
Amount of Increase **\$80.00**
Total Appropriation in Current Amended Budget **\$4,644,071.21**

Summary of Budget Changes

| Previous Budget | Current Budget |
|------------------------|-----------------|
| State's Budget Cuts | \$12,415,672.75 |
| Local Budget Cuts | \$21,200.00 |
| Local Budget Increases | (\$1,200.00) |
| Capital Outlays Budget | \$152,271.55 |
| Child Nutrition Budget | 10.00 |
| Local Fund Budget | \$100.00 |
| Current Budget | \$59,584,670.81 |

Funded by money paid by the Board of Education of Montgomery County or the State of North Carolina.

| Chairman, Board of Education | Vice-Chair, Board of Education |
|------------------------------|--------------------------------|
| John R. Miller | John R. Miller |

5) Interim Budget Resolution



411 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427

PHONE: (910) 576-4541 • FAX: (910) 576-2844

To: Board of Education
Attn: Mr. John R. Miller
Date: June 2, 2023
Subject: Approval of Interim Budget Resolution

Interim Budget Resolution

The Board of Education adopts a 2023-2024 Interim Budget Resolution for Montgomery County Schools. We appreciate your support and cooperation in our efforts to maintain the fiscal health of the school system. This resolution is intended to provide the Board of Education with the information it needs to make informed decisions about the school system's financial future. This resolution does not affect the 2023-2024 Budget or spending in any other manner. It is a separate document from the 2023-2024 Budget and is not a replacement for the 2023-2024 Budget. It is a temporary measure to address immediate financial needs.

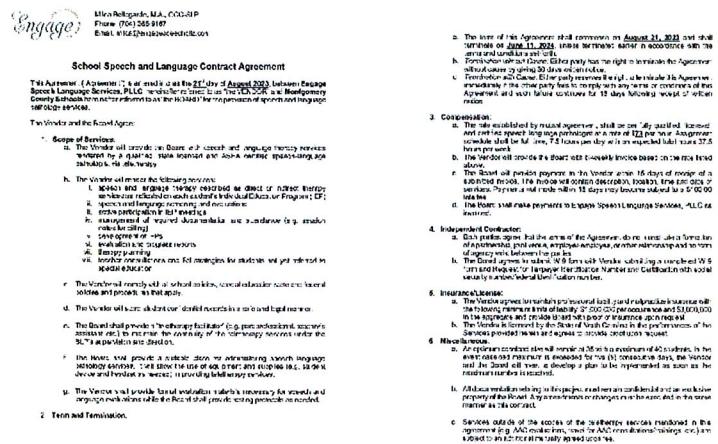
This resolution is effective upon its adoption.

Chairman, Board of Education
Vice-Chair, Board of Education

6) Occupational Therapy Services Contract Agreement



7) MCS and Engage Speech and Language Contract Agreement



IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement hereinabove expressed, have countersigned this Agreement and have read the terms hereof.

BOARD: Montgomery County Schools

On _____/_____/_____
Mr. Steven Deberry
Board Chair

On _____/_____/_____
Dr. Dale Ellis
Superintendent

On _____/_____/_____
Mr. Mark Taylor
Chief Financial Officer

On _____/_____/_____
Ms. Debbie Hickey
Director of Exceptional Children

VENDOR: Engage Speech Language Services, PLLC

On _____/_____/_____
Maria Belleguerre, MA, CCC-SLP, Owner
Engage Speech Language Services, PLLC
2499 University Boulevard #310
Charlotte, NC 28209
Phone: (704) 299-0107
Email: info@engagespeech.com

8) MCC Board of Trustees Reappointment of Ms. Kerry Hensley



May 6, 2022

Mr. Sam Dilberry, Chair
Montgomery County School Board
700, Box 127
Troy, NC 27771

Dear Chairman Dilberry:

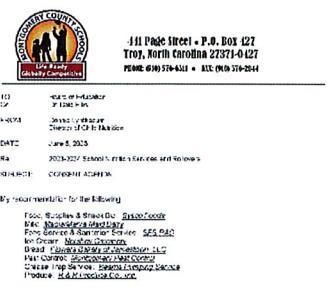
Ms. Kerry Hensley, serves on the Montgomery County Board of Trustees until her term expires at the end of June 2023. I would like to express my support for her to serve another term on the Board of Trustees. She has done an excellent job representing our community. Her background in educational management provides valuable experience for her.

Please review and kindly reply if Ms. Hensley is qualified to continue her service.

Sincerely,
Claudia Bullis
Chair of the Board of Trustees
Montgomery Community College

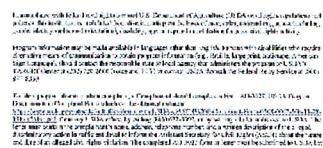
(S.C.D.: D.E.B., Superintendent)

9) School Nutrition Services and Rollovers 2023-2024



1. mail:
U.S. Department of Education
Office for Civil Rights, Fair Employment Practices
1100 Independence Avenue, SW
Washington, DC 20460-5300
2. fax:
(202) 205-0302 or (202) 205-2415
3. email:
pamela.e.woogden@ed.gov

This notice is a legal notice to provide:



10) Child Nutrition Procurement Plan

Montgomery County Board of Education PROCUREMENT PLAN

MONTGOMERY COUNTY BOARD OF EDUCATION 2023-2024 PROCUREMENT PLAN SCHOOL NUTRITION PROGRAM

The procurement plan described on the following pages (pages 1 through 25) was adopted by the Montgomery County Board of Education (BOE) after being adopted by the Board of Education in the prior school year and does not require further approval. All procurement processes and activities will be conducted with the principles of open and honest competition. The SFA will avoid unreasonable conditions that restrict competition. All competitive efforts shall be made to solicit bids, oral and/or quotes from as many qualified vendors as possible. All qualified vendors are invited to respond to solicitations.

The procurement of all goods and services using School Nutrition funds will be carefully documented during each phase of the procurement process. The BOE shall award contracts to responsible contractors showcasing the ability to perform successfully and timely delivery of the contracted services. The BOE will terminate awards, sales, services and contracts with any party that is delayed, suspended or otherwise excluded from participation in Federal assistance programs or activities. All parties involved in the procurement process involving School Nutrition funds will comply with a written code of ethics/conduct, which includes a conflict of interest policy. Adherence with the code of ethics/conduct and conflict of interest policies is fundamental to the integrity of the procurement process.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Nutrition Funds

- A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts awarded by School Nutrition funds:

1. No employee, officer or agent of the local Education Agency (LEA) shall compromise his/her position with regard to the award of contracts or purchases to be made under the SFA, except that the procurement plan is adopted to ensure the award and/or compilation in an environment that promotes transparency in all transactions, conducted commercially for critical decisions concerning and adequate documentation to substantiate the award and use of School Nutrition funds.

- B. Contracts awarded will be awarded to the lowest responsible bidder unless otherwise specified by SFA.

C. An employee, officer or agent of the LEA and/or SFA may, neither solicited nor accepted, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

D. An employee, officer or agent of the LEA and/or SFA may not accept, either directly or indirectly, any kickback or other remuneration from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

E. An employee, officer or agent of the LEA and/or SFA may not, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

F. An employee, officer or agent of the LEA and/or SFA may, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

G. An employee, officer or agent of the LEA and/or SFA may, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

H. An employee, officer or agent of the LEA and/or SFA may, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

I. An employee, officer or agent of the LEA and/or SFA may, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

J. An employee, officer or agent of the LEA and/or SFA may, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

K. An employee, officer or agent of the LEA and/or SFA may, neither solicit nor accept, a gift, entertainment, or gratuity, of any kind, from any vendor or prospective vendor during any period of time in which awards are being considered or awarded under this contract, or while performing services or obligations arising thereunder, or while performing work required by or under contract.

Chair - Board of Education/Directors _____ Date _____
Superintendent of Schools _____ Date _____

- L. I acknowledge that the penalty for violation of the Code of Ethics/Conduct may include any of the following:

a. Reprimand by Board of Education; or

b. Dismissal by Board of Education; or

c. Any legal action necessary.

17. When requested and required by State, Nutritious Foods, Inc. (SFA) will request its vendor to purchase items that are previously contracted and sourced by the North Carolina Department of Administration's Procurement and Contract Division using a duly awarded, active State Team Contract.

B. Informal Procurement Procedures

1. When the cost of products or services is less than the LEA small purchase threshold of \$100.00 or the Federal micro-purchasing threshold of \$1,500.00 in micro-purchasing situations including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be used.
2. When using MPP, the following procedures will apply:
 - a. Clearly written specifications will be prepared and provided to each potential vendor. The SFA approved terms and conditions will also be present on each purchase order.
 - b. Each vendor will be contacted and given an opportunity to provide a price quote for the specific vendor. A minimum of three (3) vendors shall be contacted.
 - c. The School Nutrition Admin. Director will be responsible for reviewing all potential vendors with price & costs are required.
 - d. Procurement will receive appropriate confidentiality before awarding a contract.
 - e. Quotes will be reviewed by School Nutrition Administrator. Quotes received will go to the lowest and best value based upon quality, service, availability and price.
 - f. The School Nutrition Admin. Director will be responsible for documentation of procedures in the selection of vendor, based on the lowest prices of all vendors or the best price quote from each vendor, and will keep records.
 - g. The School Nutrition Admin. Director will be responsible for documentation that the actual product or item being bid is received.
 - h. Any item or component item is not available, the School Nutrition Admin. Director will seek and propose an acceptable alternative. Full document below will be made available in the selection of the vendor item.
3. Bids will be evaluated on the following criteria:

1. Price
2. Quality of products
3. Delivery service
4. Customer service

1. The School Nutrition Admin. Director is responsible for the evaluation of the bids, specifying for the feasible low cost and highest quality of the selected vendor.

2. Quotes from an adequate number of qualified vendors will be obtained. Where only one (1) quote is received, the public will provide written documentation to justify why there is no quote from another vendor.

3. When using MPP, the following will apply:

- a. The School Nutrition Admin. Director will determine whether the aggregate amount of purchases for goods under this section does not exceed the micro-purchase threshold of equal to or less than \$1,500.00 in micro-purchasing procedures by calculating the total cost of all purchases. The vendor will be responsible for ensuring that, under these conditions, will not exceed the total divided into amounts of \$1,500.00 or less in order to document the formal micro-purchasing procedure.

4. Purchase orders may be initiated with the quoted. The School Nutrition Admin. Director shall determine the feasibility of the quoted amount of purchases for goods under this section and shall document the formal micro-purchasing procedure.

5. The School Nutrition Admin. Director may purchase products and services (either individually or in combination with other vendors) collectively or in separate aggregate lots, a least two (2) equal to \$3,500.00 in a single transaction without obtaining competitive quotes as long as the School Nutrition Admin. Director determines it is feasible.

6. The School Nutrition Admin. Director shall document a selection by vendor for each individual transaction involving a MPP and document the process used. The School Nutrition Admin. Director will document all procurement via a Micro-purchasing Tracking Form.

7. For purposes of micro-purchasing, a jurisdiction shall be defined as "an occurrence in which two (2) or more entities exchange goods, services or

meals between or among them under an agreement formed for their mutual benefit."

8. The School Nutrition Admin. Director agrees to extend to the State agency with a copy of the sole source document, the sole source vendor, and further agrees to maintain documentation to support the micro-purchasing including the following:
 - a. Selection for vendor
 - b. Estimated cost of the purchase to be received including a minimum of \$1,500.00.
 - c. Name and address of the vendor
 - d. Description of what was purchased, either from a variety of potential vendors as opposed to a single vendor for the majority of items purchased.
 - e. All components of the purchase by the School Nutrition Admin. Director including a list of all single micro purchases.
 - f. The School Nutrition Admin. Director will be responsible for the documentation of items to keep track of the date to use in micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.
 - g. The School Nutrition Admin. Director will be responsible for documentation that the actual vendor or vendor as specified is received was purchased and received.

C. Sole Source of Non-Competitive Procurement

1. When it is determined that a product or service is available only from a single source and it would be unduly costly to solicit bids from other sources, and the sole source vendor is the lowest bidder, the sole source vendor will be awarded the contract. The sole source vendor will be responsible for the negotiation of the sole source contract and the sole source vendor will be responsible for the sole source vendor to follow the bidding procedures as outlined in the sole source vendor's bid.
2. When it is determined that a product or service is available only from one source, and the sole source vendor is the lowest bidder, the sole source vendor will be awarded the contract. The sole source vendor will be responsible for the sole source vendor to follow the bidding procedures as outlined in the sole source vendor's bid.
3. The School Nutrition Admin. Director determines the product or service purchased can be obtained from a sole source document or the sole source vendor. The sole source vendor will be responsible for the sole source vendor to follow the bidding procedures as outlined in the sole source vendor's bid.

use the sole source procurement process, including evidence indicating the goods or services are not available from other sources. The vendor will be responsible for audit and review.

4. A member of representative of the local Board of Education or Governing Board will approve a request of procurement with the exception of product listing purchases that result from a sole source or non-competitive request.

5. School Nutrition Admin. Director will be responsible for the sole source vendor to keep track of the cost of the sole source vendor and will be responsible for maintaining such documents in file.

6. Sole source procurement may be used for one time purchases of a new food product listing for which there is no established equipment. In order to obtain and evaluate the equipment, a vendor must submit a proposal. A vendor's proposal for equipment purchase shall be maintained by the School Nutrition Admin. Director. The record of the sole source purchase shall include the following:

- a. Item name
- b. Dollar amount
- c. Vendor name and cost
- d. Vendor justification for non-competitive procurement

7. The School Nutrition Admin. Director will be responsible for documentation that the actual product or service specified has received.

D. Emergency or "Pressing Need" Purchases

1. If it is necessary to make a timely arrangement for procurement as a result of a crisis, emergency, or other pressing need, the SFA will contact the vendor to discuss the emergency situation and the vendor will be asked to provide information (RFP's, etc.) or an informal bid for the item(s) to be purchased. The vendor will be asked to provide a response within a reasonable time frame.

2. All emergency procurements shall be approved by the School Nutrition Admin. Director. The Director will be responsible for the sole source procurement procedure shall be followed.

3. All emergency procurements shall be approved by the School Nutrition Admin. Director. The Director will be responsible for the sole source procurement procedure shall be followed.

4. Requests for sole source procurement shall be submitted to:

a. Director of Purchasing

b. Director of Finance

c. Cost Estimator

d. Vendor name and cost

e. Approval of the SFA official, required.

have been paid and/or listed in the contract. If viable added features are available, payment will be based on the mutually agreed upon value add/option fee. For example, if a feature is discussed, it will be charged.

2. New features will be explained by School Nutrition Admin. Director on products change.

3. If a product or service is to have a value add/option fee, the following procedure will be implemented:

a. Document will be made by the manager or director

b. Director will review and approve

c. Vendor, credits, or option fees will be handled according to contract terms and conditions

d. If the SFA chooses to use the new feature, it may be implemented.

e. Credit will be issued with information on contracted vendor

f. It will be provided with a list of eligible products

4. School Nutrition Admin. Director will use the process of managing rebates provided by a third party vendor. SFA will track all interactions with rebates provided by third party vendor.

5. Payment of rebates will occur at the end of the quarter or year.

a. Payment of rebates will be made to the School Nutrition Admin. Director.

b. Document the deposit of all rebates into the non-profit School Nutrition account.

6. The SFA will share an individual to monitor and conduct business with the Contractor and the SFA staff for a term and conditions of the contract.

7. All contracts shall result in a fixed price contract and/or fixed fee contract.

E. Documentation and Records Retention

all transactions and/or purchases, the contractor shall retain all financial records and other documents relating to the contract for a period of three (3) years from the end of the contract period. There is no automatic release of the documents after this time. However, if a subcontractor agrees, an otherwise unanticipated situation occurs, the contractor may release the documents earlier.

The SFA shall agree to retain books, journals, records and other documents relevant to

Part III: Purchasing Cooperatives

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Program (NCSNP). The NCSNP is a cooperative purchasing program designed to reduce the cost of food service operations for school districts across the state. The original signed agreement between the SFA and the NCSNP will remain on file in the office of the School Nutrition Administrator.

Part IV: Additional Procurement Provisions

1. In order to evaluate a new product, the following methods will be used:
 - a. Post market specification of the item to determine compliance with USDA guidelines
 - b. Existing contracts will be reviewed to determine if a product is already available in a contracted form
 - c. Products will be reviewed from available sources
 - d. Samples will be requested or purchased from a reputable vendor
 - e. Samples will be tested with students and staff as appropriate
2. Payment will be made to the contractor when all terms and conditions of the contract

Procurement Checklist (continued)

- procurement regulations;
 - Procurement notice statement required by Business Enterprise (Category 1) & Category 2 business enterprises;
 - TIA Procurement Guide available at www.dhs.gov/cfo/tia
 - DHS Procurement Program Statement of Contract
 - Fully describe the intended audience for contract
 - DHS Policy and Guidance for Procurement (<http://dhsprocurement.org/procurement-policies-and-guidance/>)
 - DHS Procurement Guide (<http://dhsprocurement.org/dhs-procurement-guide/>)
 - DHS Procurement Guide (<http://dhsprocurement.org/dhs-procurement-guide/>)
 - Contracts, grants, or leases involving more than one DHS component must include a statement that all contractors must be fully informed of the requirements of the DHS as it applies to the contract.
 - Method of delivery, frequency of services, and other service requirements must be clearly stated.
 - Other factors, such as location, type, and duration of assignment, may be needed but not specifically listed.
 - An initial contract period should be specified;
 - Quarterly, semi-annual, and annual reviews should be specified;
 - Final reports should be specified;
 - Reporting formats should be specified;
 - Training, if any, should be specified;
 - Financial reporting requirements, including payment schedule, should be clearly specified;
 - Other risk evaluation methods;
 - Documentation and Records;
 - All contracts, grants, and agreements between the Contractor and any agent or employee of the Government shall be in writing.
 - Contractors shall document their performance and provide evidence of compliance with the terms of the contract or grant.
 - Report of contract performance should be included.
 - Report of grant performance should be included.
 - Performance Evaluation should be included.
 - Evidence of compliance with applicable laws and regulations should be included.
 - Evidence of contract compliance should be included.
- Procurement Checklist (continued)**

10.1.1 Non-Discriminatory Statement:

I, the undersigned individual, acting as a U.S. Department of Agriculture (USDA) employee holding federal or non-federal government position and authorizing the use of my official government title, declare that I have no personal financial interest in this vendor or its products and/or services and will not accept any gifts, gratuities, favors or other items from the vendor which would impair my professional judgment or decision making. This statement is being made under penalty of perjury.

I, the undersigned individual, acting as a U.S. Department of Agriculture (USDA) employee holding federal or non-federal government position and authorizing the use of my official government title, declare that I have no personal financial interest in this vendor or its products and/or services and will not accept any gifts, gratuities, favors or other items from the vendor which would impair my professional judgment or decision making. This statement is being made under penalty of perjury.

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(USDA Acronym, last name, first name, middle initial, suffix, name of organization and address, title held and position)

1. **Name:**
Dr. Brian L. Johnson
Office of the Secretary, USDA
1400 Independence Avenue SW
Washington, DC 20250-4200

2. **USDA Acronym:**
USDA/OS/PS/DOA/1400-4200
Under Contracting Authority:

3. **Address:** (see item 1 above)

11) Independent Speech Contractor Agreement

INDEPENDENT SPEECH CONTRACTOR AGREEMENT

The Parties, this agreement is made between Johnson County Schools (hereinafter referred to as "Johnson County Schools") with a mailing address of 441 Page Street, Elizabethtown, North Carolina 28337 ("Client")

and

Gretta M. Johnson known as Abby N. Four with the mailing address of 911 New Franklin Street, Allendale, North Carolina 28001 ("Contractor")

WHEREAS, the Client intends to pay the Contractor for services provided, effective August 2015, under the following four conditions:

- B. Services:** The Contractor agrees to provide the following:
 - Perform diagnostic procedures to determine presence and severity of communication disorders, including assessment and evaluation.
 - Develop goals/objectives, plans of care, and treatment treatments for the communication disorder(s) of the Client's student(s).
 - Collaborate with other professionals involved in general education interventions as part of the MTSS process and State relevant IEP/IEP interventions for identified students with communication impairments.
 - Create implementation plan for communication impairments, daily demonstrates problem solving, logic, communication strategies for relevant placement of students at the school identified with communication impairments for students identified as EC priority.
 - Schedule, direct, and participate in IEP meetings with parents, service providers, teachers,
 - Provide individualized services for students who are English Language Learners, including intervention for students with special communication needs as outlined in the IEP.
 - Offer recommendations for materials, devices, and/or items to support communication skills as required in the educational environment for students identified with specific communication needs.
 - Make referrals, as needed, to other relevant providers and agencies to meet student needs.

All services shall be performed with fidelity and to the Client's provider's skill level for the date of service as determined by the American Speech-Language and Hearing Association (ASHA). The Contractor agrees to maintain appropriate insurance and liability coverage for the services rendered.

III. Payment. The Client agrees to pay for the Services performed by the Contractor.

The Contractor agrees to be paid as follows:

On a per hour basis at a rate of \$75.

Contractor's fee, minus the Client's reasonable fee, will be submitted by the Contractor on the first working day of each month. Payment shall be due within 30 days of invoice submission.

IV. Due Dates. The Services provided by the Contractor shall begin on August 1, 2015 and end on July 31, 2016. All Services provided by the Contractor must be completed by June 30, 2016.

V. Expenses. The Contractor shall be reimbursed for the following expenses that are incurred by the Contractor in providing the services as agreed upon herein:

- Mileage or travel expenses (reimbursed at the rate of .45 cents per mile for highway miles and .25 cents per mile for non-highway miles);
- Lodging expenses (reimbursed at the rate of \$75.00 per night);
- Food expenses (reimbursed at the rate of \$10.00 per meal);
- Other expenses (e.g., telephone, parking, laundry, tolls).

VI. Independent Contractor Status. The Contractor, under the aegis of the Federal Service Sector (FSS), is an independent contractor and not an employee of Johnson County Schools. The Contractor agrees to pay all taxes associated with the Contractor's work.

It is a capacity of an independent contractor, that the Contractor agrees and accepts:

Contractor has the right to perform Services for others during the term of this Agreement.

Contractor has the right to cancel and break this agreement and is entitled to select the services for this Agreement will be performed. Contractor is not subject to

recruit, train and will perform direct student services during school hours in the selected setting. Indirect services may be performed outside normal operating school day hours.

Contractor has the right to hire assistants as Subcontractors or to have employees to provide the services required under this Agreement.

Recruit has contracted one or more of its employees to perform, shall be required to wear uniforms provided by the Client.

The Services provided by this Agreement will be performed by the Contractor, Contractor's employees or personnel, and the Client will act as an agent or pass contracts to the Contractor.

Notice to the Client for the Contractor's employees or personnel will be given having been given to contractor's necessary task management to fulfill requirements to complete the Services.

VII. Business, Finance, Periods, and Certifications. The Contractor agrees to provide and maintain all employees and personnel associated and comply with federal, state, and local law requiring unpaid leaves, premium and anti-discriminatory to perform the Services under this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

With holding, FICA, Medicare, State, Social Security, and other federal and state withholding taxes from the Contractor's payments to employees (expenses) or contractors as set forth in the Agreement.

Making determinations, employment compensation certifications and/or contractor's benefits and

The payment of taxes incurred related to while performing the Services under this Agreement, including all applicable state taxes, and if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand of the Client, the Client shall de-credit evidence that such amounts have been made.

Contractor shall provide Client with a completed tax form.

IX. Benefits of Contractor's Employees. The Contractor agrees to and agrees that it is not required to make available to its employees, or personnel provided by its employees including, but not limited to, retirement plans, health insurance, vacation time off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor will be solely responsible for all unemployment compensation payments on behalf of their employees and persons. The Contractor shall not be entitled to unemployment compensation in respect to the services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of its employees. If the Contractor fails to provide workers' compensation insurance, the Contractor agrees to grant contractor employees coverage to the extent required by law. Upon request by the Client, the Contractor must provide evidence proving worker's compensation insurance in any time during the performance of the Services.

XII. Liability Insurance. The Contractor agrees to hold all responsibility for the actions related to themselves and their employees and persons under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage of liability,人身, personal injury, property damage, contractual liability, and loss of liability.

There shall be a federal minimum amount equivalent of \$1,000,000.

XIII. Indemnification. The Client will indemnify and hold the Client harmless from any loss of liability from performing the services to this Agreement.

XIV. Termination of Agreement. This Agreement shall terminate on June 30, 2024.

In addition, the Client or Contractor may terminate this Agreement, including any obligations contained, with reasonable cause by providing written notice of termination to the other party, or

Anytime exposing the other party to liability to others for personal injury or property damage.

In failing to respond to the notice, Client and Contractor shall be relieved of liability, subject to Client's rights and remedies otherwise available to him.

XV. Proprietary Information. Proprietary information, as described in this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including all documents, reports, drawings, blueprints, sketches, plans, designs, photographs, recordings, materials, software, models, sample responses, and developments, all behavioral products of the Client, and Contractor, including, but not limited to, Client rights, and interests therein, including but not limited to, individual, family, marital, and other properties, plans, data, trade secrets, and other proprietary rights of the Client or Contractor, and any other products or services developed or developed by Client or Contractor in connection with the Work Product.

One more term, including the client's name, and interest in any and all intellectual property rights and know-how and technologies used in the conducting Contractor's work for Client, including but not limited to, any inventions, processes, or other results derived from, or resulting from, or created and developed by Client or Contractor in connection with the Work Product.

Intellectual property, including Contractor's name and interest in any and all other materials.

XVI. Non-Publicity. This agreement does not create a partnership or joint venture between the Client and the Contractor. When otherwise disclosed, the Contractor will not claim any interest in or to Client's assets or Client's business.

XVII. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement, either in whole or in part or with the written consent of the Client ("Subcontractor"). The Contractor recognizes that final authority and responsibility for the performance of the Work Product rests with the Client, and Client's liability to the Client, and Contractor, and Client's performance of the Work Product.

This Contractor shall be responsible for ensuring that the Subcontractor complies with the NCL and SED of this Agreement. If no provision is included in the Subcontractor's bid, (if applicable), the Contractor shall be responsible.

XVIII. Additional Terms and Conditions. Addenda will be provided in person to state and orally in writing over email, as well as copies of addendum conditions attached to the contract, unless otherwise specified.

XIX. Option to Terminate. The Client or Contractor shall not terminate this Agreement for any reason, however, both parties may agree to do so in writing.

XX. Exclusive Agreement. There is no agreement between the Client and Contractor.

XXI. Resolving Disputes. All disputes arising out of this Agreement, as per may take place, shall be settled through arbitration.

XXII. Confidentiality. The Client and Contractor shall not be allowed to disclose any confidential information to any third party without the Client's written permission. Any disclosure of confidential information to any third party without the Client's written permission will be considered a violation of this Agreement. The Client and Contractor shall not discuss any confidential information with any third party without the Client's written permission except to the extent necessary to perform the services under this Agreement.

Proprietary or confidential information, as defined above, is the Client's property and may not be used by the Client or Contractor.

The Client, prior to signing or electronically accepting, has read the Client's Acknowledgment of Receipt of Confidential Information and has agreed to the terms of the acknowledgment.

Any sensitive or regular information statement ("Sensitive", "Proprietary", or similar words or phrases) contained in this Agreement, or any other document or communication, including, but not limited to, any data, files, programs, software, documentation, reports, drawings, blueprints, sketches, plans, designs, photographs, models, sample responses, and developments, all behavioral products of the Client, and Contractor, including, but not limited to, Client rights, and interests therein, including but not limited to, individual, family, marital, and other properties, plans, data, trade secrets, and other proprietary rights of the Client or Contractor, and any other products or services developed or developed by Client or Contractor in connection with the Work Product.

One more term, including the Client's name, and interest in any and all intellectual property rights and know-how and technologies used in the conducting Contractor's work for Client, including but not limited to, any inventions, processes, or other results derived from, or resulting from, or created and developed by Client or Contractor in connection with the Work Product.

Intellectual property, including Contractor's name and interest in any and all other materials.

The Client and Contractor acknowledge that any possible breach of the Client's or Contractor's confidentiality of this Agreement may be irreparable to the Client or Contractor, therefore, the Client shall be entitled to equitable relief.

The Client retains the right to check-in/out requiring remote services to be delivered. A full checklist will be communicated following state regulations for school-based clients. Remittance and payment for telehealth services as outlined in this Agreement.

XXIII. Governing Law. This agreement shall be governed under the laws of North Carolina.

XXIV. Governing. This agreement is governed by the laws of the state of North Carolina. The parties shall resolve any dispute arising out of or relating to this Agreement by arbitration, in accordance with the rules of the American Arbitration Association, including, but not limited to, the rules of the American Arbitration Association, and the rules of the National Arbitration Forum, and the award shall be final and binding on the parties.

XXV. Release/Waiver. Any waiver by the Client of his/her rights under this Agreement by the Client, shall not operate to bar the Client from asserting his/her rights under this Agreement.

XXVI. Entire Agreement. This Agreement is a legal and valid contract for all purposes to cover the period. Likewise, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Dr. Eric R. Superintendent

Steve Deberry, School Board Chair

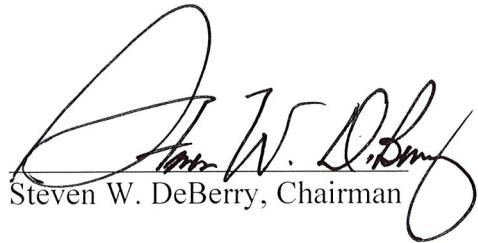
Shelly Taylor, Chief Financial Officer

Caroline Hausey, Ed.D., Director

Sally N. Fox, COT-SLP
Speech Language Pathologist

Following closed session, Chairman DeBerry asked for a motion to adjourn the meeting. Bryan Dozier made the motion with Angela Smith seconding; the meeting was duly adjourned.

The next regular meeting will be held on Monday, July 10, 2023, at 6:30 pm at the Montgomery County Central Office.



Steven W. DeBerry, Chairman



Dale Ellis
Dale Ellis, Ed. D., Secretary