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 Grit, 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	Mt. Gilead Elementary 3RD Grade Teacher	July 1, 2023
2) Bryan Harvey Resignation	Montgomery Central High Assistant Principal	July 1, 2023
3) Laura Wilson Retirement	Green Ridge Elementary Teacher Assistant	July 31, 2023
4) Stephanie Andrulski Resignation	Page Street Elementary ESL Teacher	June 1, 2023
5) Bryan Medina Resignation	Candor Elementary School P.T. Custodian	May 25, 2023
6) Dale Simmerman Retirement	East Middle School Cafeteria Manager	July 1, 2023
7) Garrett Griffin Resignation	West Middle School Health/PE Teacher	June 15, 2023
8) Jessie Myrick Resignation	Montg. Learn. Academy Science Teacher	June 30, 2023
9) Kristie Lynthacum Retirement	Troy Elementary School 2ND Grade Teacher	August 1, 2023
10) Ryan McDonald Resignation	West Middle School Drone Teacher	June 15, 2023
11) Audrea Samuels Resignation	Candor Elementary School 5th Grade Teacher	June 30, 2023
12) Michael Dubbs Resignation	Montgomery Central High Bible Teacher	June 14, 2023
13) Gavin Watts Resignation	Montgomery Central High Earth Science Teacher	June 16, 2023
14) Rose Holder Resignation	West Middle School Science/S. Studies	June 16, 2023
15) Keri Myrick Resignation	West Middle School 7th Grade Math Teacher	June 16, 2023
16) Celia McKinney Retirement	Green Ridge Elementary 5th Grade Teacher	August 1, 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 115C-325:

Employee/ Effective Date	School/ Assignment	Record Check	Replacing
1) Jennifer Haywood 8/18/2023	East Middle School Exceptional Children	Yes	Samantha Holler
2) Randy Chappell 8/18/2023	Montg. Central High Law and Justice Teacher	Yes	
3) Mandy Georgopul 8/18/2023	West Middle School EC-Inclusion	Yes	Ann Watson
4) Jeanne Black 8/18/2023	East Middle School Math Teacher	Yes	Jordan Wilson
5) Caitlin Singleton 8/18/2023	Candor Elementary 4th Grade Teacher	Yes	Amy Ward
6) Kelly Lamonds 8/18/2023	Candor Elementary Pre-K Teacher	Yes	
7) Sara Comer 8/18/2023	Candor Elementary Kindergarten Teacher	Pending	Audrea 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 115C-325:

Green Ridge Elementary:	Jackson Garner
	Sarah Thurston
	Angela Campbell
	Donia Huntley
	Jackie Chunn
	Hollie Ritter
	Susan Strong
	Miriam Doherty
	Kim Cranford

Early College:	Ghent Huston

Mt. Gilead Elementary:	Megan Strong
	Amber Britt
	Hannah Harmon
	Connie Richards
	Jessica Livingston

Page Street Elementary:	Nikimia Ratliff
	Kristin Beck

Star Elementary:	Marcia McBride
	Laura Hannaford
	Dana Erickson

Troy Elementary:	Jessica Batten
	Quelyn Voorhees

Candor Elementary:	Carrie Lassiter
	Kira Hannah
	Stephanie Pagan

East Middle School:	Quentin Wall
	Jackie Jackson
	Joselyn Smith
	Jack Carpenter
	Mythili Veeravarla
	Patrick Wichowski
	Grant Hinton
	Kylie Greene
	Gabriel Moore
	Haley Adkins
	Story Beaver
	Jasmine Goins
	Samantha Holler Clark

West Middle School:	Isabel Robledo
	Lisa LaChance
	Wayne Rorbin
	Carlee Knumm-Castaneda
	David Parsons
	Bonnie Battista
	Shawanna Long
	Chris Callahan

Montgomery Central High:	Katherine Amundsen
	Will Bowers
	Rebekah Callicutt
	Damien Decatur
	Dru Jones
	Page Lassiter
	Josh Cole Mackenzie
	Madison Powvines
	Jamie Lynthacum
	Chealsy Smith
	Mia Tedeschi
	Sarah Blanton
	Amy Dahl
	Sandra Lane
	Eric Stewart
	Daniel Norwood
	Damaris Duran
	Caroline Steel

e. 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 115C-325:

Student Services:	**Elizabeth Tilley**

Mt. Gilead Elementary:	**Nicole Sherrill**
	Angela Cook
	Barbie Blake

	Angel Shepherd
	Jennifer Graham

Page Street Elementary:	**Amanda Carrick**

Troy Elementary:	**Megan Epps**
	Gaylynn Deaver

Montgomery Learning Academy:	**Elizabeth Divine**

Candor Elementary:	**Michelle Comer**

East Middle School:	**Beth Gordan**

West Middle School:	**Kenneth Lynthacum**

Montgomery Central High:	**Henry Bustle**
	Meredith Massey
	Vera Richardson

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

Student Services:	Stacie Swilde

Star Elementary:	Samantha Stewart
	Jennifer Loflin
	Esther McDonald

Troy Elementary:	Tonya Little

Candor Elementary:	Trudy Saunders
	Ruth Poplin

West Middle School:	James Simpson

Montgomery Central High:	Seth Dunlap
	Nancy Williams
	Alison Wilson

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

Marlene Stewart	Mt. Gilead Elementary
Tamika Molloy	Page Street Elementary
Mary Tumlos	Page Street Elementary
Kwesi Fisher-Roberts	Candor Elementary
Lillie Arces	Candor Elementary
Karen Dumasis	West Middle School

h. Report of the following transfers:

Transfer/ Effective Date	**From**	**To**	**Replacing**
1) Bonnie Battista 8/18/2023	East/West Middle Art Teacher	East Middle ELA Teacher	Gabriel Moore
2) Frances Morris 8/18/2023	Montg. Central High Except. Children	Mt. Gilead Elem. Exceptional Children	
3) Sarah Blanton 8/18/2023	Montg. Central High Marketing Teacher	East/West Middle Marketing Teacher	Wayne Kocher
4) Gabriel Moore 8/18/2023	East Middle School 7th Grade ELA	East Middle School Social Studies	Quentin Wall
5) Wayne Kocher 8/18/2023	East Middle School CTE Business Teacher	Montg. Early College PPLERS A.P. Intern	

i. 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 Medlin 5/31/2023	Montg. Central High P.T. Custodian	Yes	
2) Aubrey Williamson 8/18/2023	Green Ridge Elem. Teacher Asst./Bus Driver	Yes	
3) Tabitha Bass 6/12/2023	Page Street Elem. P.T. Summer School	Yes	
4) Liliana M. Lopez 5/30/2023	Montg. Central High Custodian/Bus Driver	Yes	Jessica Proctor
5) Yareli Oliver-Leon 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) Swantina Baldwin 5/03/2023	All Locations Child Nutrition Sub.	Yes	
10) Leigh Chandler 5/12/2023	All Locations Child Nutrition Sub.	Yes	
11) Tanisha Dunlap 7/11/2023	Central Office Summer Camp Career Leader	Yes	
12) Zach Shea 5/15/2023	Central Office Director of Transportation	Yes	Matt DeBerry
13) Anabel H. Gonzalez TBD	Candor Elementary P.T. Custodian	Yes	Bryan Medina

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

Jaqueline 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, 2027

- Amy B. Reynolds, Montgomery Learning Academy

Assistant Principal – Annual 11-month term commencing July 1, 2023, and ending June 30, 2027

- Emily Dunn, Mt. Gilead Elementary School

Assistant Principal – Annual 11-month term commencing July 1, 2023, and ending June 30, 2025

- Sabrena Moore, Montgomery Central High School

Administrator Annual 12-month term commencing July 1, 2023, and ending June 30, 2027

- Yanec Thomas, Pre-School Director
- Jessalyn Spell, Director of Accountability and Quality
- Emily Shaw, Director of Secondary Education and CTE Programs
- Donnie Lynthacum, Director of Child Nutrition

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

Employee/ Effective Date	**School/ Assignment**	**Record Check**	**Replacing**
1) Erica Poole 8/18/2023	Central Office School Nurse	Yes	Jessica Hurley

m. Superintendent reports the termination of employee:

Employee	**School Assignment**	**Effective Date**
Tajin Bell	Troy Elementary School	June 15, 2023

MONTGOMERY COUNTY SCHOOLS
AUXILARY REPORT
JUNE 5, 2023

The following overnight field trips are requested:

Montgomery Central High School

Travel Tracker #4513-UNC Pembroke

Trip Dates: 7/24/2023-7/26/2023

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

Montgomery County Schools to Stanly County Schools

Montgomery County Schools to Randolph County Schools

Montgomery County Schools to Richmond County Schools

Montgomery County Schools to Tillery Charter Academy-Biscoe

4) Budget Amendment

441 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427
PHONE: (910) 576-6511 • FAX: (910) 576-2044

To: Board of Education
From: Mitch Taylor
Date: June 5, 2023
Subject: Agenda Item (Section – Consent Agenda)

Attached you will find a budget amendment for your consideration for the year ending June 30, 2023.

Fiscal Year 2022/2023 Budget Amendment # 9

State Funds

1) An increase of $374,016.70 to the State Budget Fund (Fund 1):

$26,739.00 increase to PRC 068 (At Risk Student Services) and a $26,739.00 decrease to PRC 013 (CTE Payroll Expense) – It was determined that there would be unused funds in this budget code at year end. Because funds in PRC 013 expire on June 30th, the district requested to have these surplus funds transferred to PRC 068, which do not expire until August 31st, giving the district additional time to liquidate the funds.

$8.00 increase to PRC 015 (Technology Program) – This is a distribution by the state of interest earned on the Indian Gaming funds which supports technology.

$10,959.00 increase to PRC 016 (Summer Reading Program) – This is the district's final allotment to be used for the Summer Reading Program.

$14,505.00 increase to PRC 032 (State Exceptional Children funding) – this is the district's final allotment to be used for group and foster home expenses.

$4307.00 increase to PRC 085 (Literacy Intervention) – This is the district's final allotment to be used for payment of the teacher bonus for the Summer Reading Program.

$1321.70 increase to PRC 028 (Highly Qualified Graduate Stipend) – The state pays a bonus for newly hired teachers who graduate with superior test scores. One of the teachers hired for this school year qualified for this bonus.

$275,000.00 increase to PRC 005 (Non-Contributory Benefits) – When an employee retires or terminates their employment with the district, they receive payment for their accumulated annual leave time. The state does not provide an allotment for this expense, instead, at the end of the year, the district requests the amount to cover the expenses incurred.

$450.00 increase to PRC 029 (Behavioral Support) – The state provided one final allotment of PRC 029 funding to the districts.

$10,127.00 increase to PRC 130 (Textbook Funding) and a $10,127.00 decrease to PRC 131 (Textbook Spending Account) – In order to be spent, textbook funds are transferred from PRC 130 to PRC 131. Textbook funds provided in PRC 130 roll over from year to year and continue to accumulate for the district. However, funds left in PRC 131 expire on June 30th and are reverted to the state. This amendment was to transfer funds remaining in PRC 131 back to PRC 130 so that they would not be reverted.

$67,466.00 increase to PRC 056 (Transportation) – The state reimbursed the districts for fuel costs that exceeded $2.75 per gallon, providing $5707.00 in additional funding to the district. The state also provided reimbursement to the districts for major equipment loss or failure, providing the district with $61,759.00 in additional funding.

Local Funds

2) An increase of $21,000.00 to the Local Fund Budget (Fund 2)

$21,000.00 increase to PRC 051 (County Appropriation) – The county provided funding for the "Muddy Sneakers" program for elementary students. This educational resource incorporates outdoor field trips to enhance the learning experience of the student.

Federal Funds

3) An Increase of $54,716 to the Federal Fund Budget (Fund 3):

$5500.00 increase to PRC 118 (IDEA Special Needs Targeted Assistance)– The district received a 2nd allotment of funds to be used for professional development, certifications, and licensing for the district's EC personnel.

At the beginning of the school year, DPI provides the district with an estimate of funding to be received for each federal PRC budget. This amount is used to create the initial budget. Later in the year, when the actual funding is received, it may differ from the estimated amount. This year the following budgets were affected by this difference and an amendment is being made to reconcile the difference:

$646.00 increase to PRC 049 (IDEA Pre-School)

$707.00 increase to PRC 103 (Title II – Supporting Effective Education)

$19,465.00 increase to PRC 050 (Title I)

$28,903.00 increase to PRC 060 (Exceptional Children)

Capital Outlay Funds

4) An increase of $806,274.59 to the Capital Outlay Budget Fund (Fund 4):

$454,709.00 increase to PRC 802 (Capital Outlay Expenses) – Replacing the roof at Troy Elementary. This will be a combination of state and county funding.

$285,615.00 increase to PRC 802 (Capital Outlay Expenses) – Replacing the roof at Montgomery Learning Academy. This will be a combination of state and county funding.

$5768.49 increase to PRC 802 (Capital Outlay Expenses) – This funding is to purchase a computer server to work with the new GPS tracking system for our yellow school buses.

$35,854.00 increase to PRC 120 (Yellow Bus Lease Payment) – Under the direction of the DPI Transportation Department, the district enters a lease arrangement to finance the purchase of new yellow school buses. This allotment represents the funds to make the quarterly lease payment on our new yellow buses.

$42,461.05 decrease to PRC 802 (Capital Outlay Expenses) – This is a correction in which the same funding from the county was budgeted twice. A reimbursement for a capital project was expected from the county and the funds were budgeted. When the reimbursement was received, the budget was keyed a 2nd time. This error does not represent an actual loss or reversion of funds.

$6789.15 increase to PRC 802 (Capital Outlay Expenses) – This is the cost of a 4 year warranty on the Jumbotron scoreboard at MCHS.

Child Nutrition

5) No change to the Child Nutrition Fund. (Fund 5):

Special Local Fund 8

6) An increase of $800.00 to the Special Local Fund 8 Budget (Fund 8):

$800.00 increase to PRC 061 (Donations) – A local business donated funds for the high school football program.

7) Overall, these adjustments resulted in an increase of $1,256,807.29 to the total 2022 - 2023 budget for Montgomery County Schools.

will be available to answer any questions you may have.

This amendment is an action item and will require a vote.

Budget Amendment # 9

Montgomery County Administration Unit

The Montgomery County Board of Education at a meeting on the 5th day of June, 2023 passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Expense Code	Description of Code	Increase	Decrease
	STATE FUNDS		
	Revenues		
1.3100	State Revision #28 PRC 015	$8.00	
1.3100	State Revision #54 PRC 016	$10,959.00	
1.3100	State Revision #54 PRC 032	$14,505.00	
1.3100	State Revision #54 PRC 085	4,307.00	
1.3100	Highly Qualified Graduate Stipend PRC 028	1,321.70	
1.3100	Non-Contributory Benefits PRC 005	275,000.00	
1.3100	State Revision #57 PRC 029	450.00	
1.3100	State Revision #57 PRC 056	67,466.00	
	Net Change in State Revenues	**$374,016.70**	
	Expenses		
1.5000.014	CTE Payroll Expenses		$26,739.00
1.5000.068	At Risk Student Funding	$26,739.00	
1.5110.015	Technology	$8.00	
1.5000.016	Summer Reading Program	$10,959.00	
1.5000.032	Exceptional Children Funding	$14,505.00	
1.5000.085	Literacy Intervention	$4,307.00	
1.5000.028	PRC 028 Highly Qualified Graduate Stipend	$1,321.70	
1.5000.005	Non-Contributory Benefits	$187,000.00	
1.5000.029	Non-Contributory Benefits	$50,000.00	
1.7000.029	Non-Contributory Benefits	$14,000.00	
1.5000.029	Behavioral Support	$450.00	
1.5000.130	Textbook Funding Account	$10,127.00	
1.5000.131	Textbook Spending Account		$10,127.00
1.5000.056	Transportation	$67,466.00	
	Net Change in State Expenses	**$374,016.70**	
	Net Change in State Budget	**$374,016.70**	
Explanation: Adjustments made for actual revenues and expenditures.			
Total Appropriation in Current Budget			**$29,292,266.00**
Amount of Increase			**$374,016.70**
Total Appropriation in Current Amended Budget			**$29,666,282.70**

Budget Amendment # 9

Expense Code	Description of Code	Increase	Decrease
	LOCAL FUNDS		
	Revenues		
2.4110	County Appropriation	$21,000.00	
	Expenses		
2.5800.001	FRC 001 Middle Breakers Program	$21,000.00	
	Net Change in Local Budget	**$21,000.00**	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$6,646,016.00
Amount of Increase	$21,000.00
Total Appropriation in Current Amended Budget	$6,667,016.00

Budget Amendment # 9

Expense Code	Description of Code	Increase	Decrease
	FEDERAL FUNDS		
	Revenues		
3.3800.049	IDEA Pre-School Funding	$690.00	
3.3800.116	Special Needs - Targeted Assistance	$5,000.00	
3.3800.100	Title II Supporting Effective Education	$232.00	
3.3800.050	Title I	$19,403.00	
3.3800.060	IDEA Exceptional Children Funding	$29,063.00	
	Net Change in Federal Revenues	**$54,716.00**	
	Expenses		
3.5800.049	IDEA Pre-School Funding	$690.00	
3.5800.049	IDEA Pre-School Funding	$22.71	
3.5800.116	Special Needs - Targeted Assistance	5,706.14	
3.5800.116	Special Needs - Targeted Assistance	$201.86	
3.5800.100	Title II Supporting Effective Education	$200.00	
3.5800.050	Title I	19,485.00	
3.5800.060	IDEA Exceptional Children Funding	$29,300.40	
3.5800.060	IDEA Exceptional Children Funding	$562.54	
	Net Change in Federal Expenses	**$54,716.00**	
	Net Change in Federal Budget	**$54,716.00**	

Explanation: **Adjustments made for actual revenues and expenditures.**

Total Appropriation in Current Budget	$12,342,853.21
Amount of Increase	$54,716.00
Total Appropriation in Current Amended Budget	$12,397,569.21

Budget Amendment # 9

Expense Code	Description of Code	Increase	Decrease
	CAPITAL OUTLAY FUND		
	Revenues		
4.4110.802	County/State Funding	$454,706.00	
4.4110.802	County/State Funding	$223,615.00	
4.4110.802	County Funding	$5,788.43	
4.3430.122	Blue quarterly tax payment	$53,854.00	
4.4110.802	Correction - Budgeted funding below interior		$42,451.05
4.4110.802	County Funding	$5,788.15	
	Net Change in Capital Outlay Revenues	**$886,274.59**	
	Expenses		
4.9000.822	Roof Replacement at Troy Elementary	$454,709.00	
4.9000.822	Roof Replacement at Montgomery Learning Academy	$266,313.00	
4.9000.822	Edvision Computer Servers	$5,788.49	
4.6555.120	Yellow Bus Lease Payment	$95,856.20	
4.6582.822	Correction - Skipped & wrong table in error		$42,451.05
4.9000.822	Jan Rescue 4 Year Warranty	$5,789.15	
	Net Change in Capital Outlay Expenses	**$886,274.59**	
	Net Change in Capital Outlay Budget	$886,274.59	

Explanation: **Adjustments made for actual revenues and expenditures.**

Total Appropriation in Current Budget	$1,862,596.37
Amount of Increase	$886,274.59
Total Appropriation in Current Amended Budget	$2,668,870.96

Expense Code	Description of Code	Increase	Decrease
	CHILD NUTRITION FUND		
	Revenues		
		$0.00	
	Expenses		
		$0.00	
	Net Change in Child Nutrition Budget	**$0.00**	

Explanation: **Adjustments made for actual revenues and expenditures.**

Total Appropriation in Current Budget	$3,513,868.00
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$3,513,868.00

Budget Amendment # 9

Expense Code	Description of Code	Increase	Decrease
	LOCAL FUND 8		
	Revenues		
8.4000.861	Local Business Donation	$800.00	
	Total Changes in Fund 8 Revenues	**$800.00**	
	Expenses		
8.5000.361	Donation for football player at CHS	$800.00	
	Total Change in Fund 8 Expenses	**$800.00**	
	Net Change in Local Fund 8 Budget	**$800.00**	

Explanation: **Adjustments made for actual revenues and expenditures.**

Total Appropriation in Current Budget	$4,644,271.21
Amount of Increase	$800.00
Total Appropriation in Current Amended Budget	$4,645,071.21

Summary of Budget Changes

Previous Budget	**$58,361,882.79**
State Budget Change	$574,216.70
Local Budget Change	$21,000.00
Federal Budget Change	$54,716.00
Capital Outlay Budget Change	$886,274.59
Child Nutrition Budget Change	$0.00
Fund 8 Budget Change	$800.00
Current Budget	**$59,569,870.08**

Passed by majority vote by the Board of Education of Montgomery County on the 5th day of June, 2023.

Chairman, Board of Education — Secretary, Board of Education

5) Interim Budget Resolution

441 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427
PHONE: (910) 576-6511 • FAX: (910) 576-2044

To: Board of Education
From: Mitch Hyler
Date: June 5, 2023
Subject: Agenda Item (Action – Consent Agenda)

Interim Budget Resolution

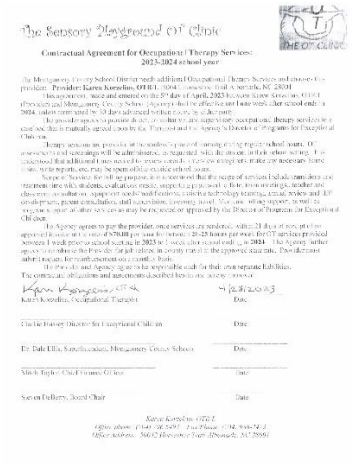
The Board is being asked to adopt a 2023-2024 Interim Budget Resolution for Montgomery County Schools for the purpose of paying salaries and the usual ordinary expenses of the local school administrative unit for the interval between the beginning of the fiscal year on July 1, 2023 and the adoption of the Final Budget. Approval of the 2023-2024 Interim Budget Resolution will allow Montgomery County Schools to continue with normal business operations until enough information is available to present the final 2023-2024 Budget for approval. It is anticipated that this will occur at the September or October 2023 Montgomery County Board of Education Meeting.

I will be available to answer any questions you may have.

This resolution is an action item and will require a vote.

Chairman, Board of Education — Secretary, Board of Education

6) Occupational Therapy Services Contract Agreement



The Sensory Playground OT Clinic

Contractual Agreement for Occupational Therapy Services 2023-2024 school year

The Montgomery County School District staff additional Occupational Therapy Services and chosen OT provider. Provider: Karen Kornelius, OTR/L, 12004 Limestone Trail, Waxhaw, NC 28201

This agreement, made and entered on the 5th day of April, 2023 between Karen Kornelius, OTR/L (Provider) and Montgomery County Schools (Agency) shall be effective on [illegible] school year and ends [illegible] 2024, unless terminated by 30 days advanced written notice by either party.

The provider agrees to provide skilled occupational therapy services to [illegible] and who the mutually agreed upon by the Provider and the Agency's Director of Programs for Exceptional Children.

Therapy sessions are provided in accordance with the current school year. OT assessments and meetings will be after absence, as required, with the lesson, in their school setting. It is understood that additional times may need to be scheduled, every effort will be made to accommodate these needs, as they arise. Some of these may require additional hours.

Scope of Services: For set up purposes, it is understood that the scope of services [illegible] consultation and treatment time with students, evaluation results, progress, parent/school conference, teacher and classroom consultation, equipment needs modifications, assistive technology training, annual reviews and IEP consultations, parent consultation, staff consultation, telemedicine, travel. Yearly, any other support, as well as [illegible] support, or other services as may be necessary or required by the Director of Programs for Exceptional Children.

The Agency agrees to pay the provider, once services are rendered, within 21 days of receipt of an approved invoice at the rate of $78.00 per hour for between 20-25 hours per week for OT services provided between 1 week prior to school starting in 2023 to [illegible] school ends, in 2024. The Agency further agrees to continue to the Provider for job duties in county time in the upcoming school year. Provider cannot subcontract, for work done on a contract basis.

The Provider and Agency agree to be responsible each for their own separate liabilities.

The contractual obligations and assessments described herein are accepted:

Karen Kornelius, OTR/L — 4/28/2023
Date

Charlie Hussey, Director for Exceptional Children — Date

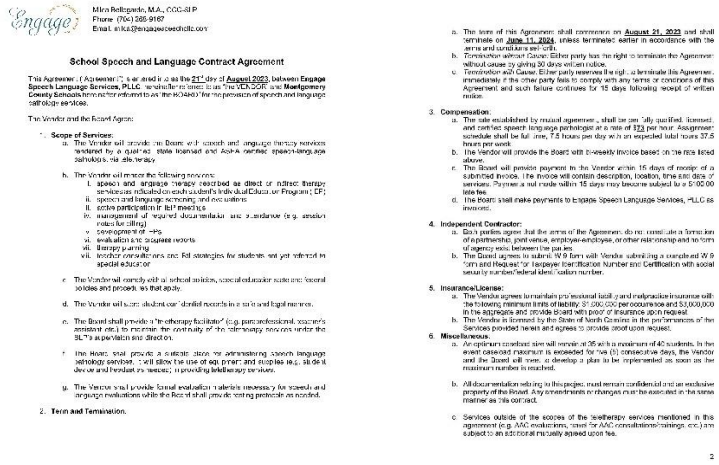
Dr. Dale Ellis, Superintendent, Montgomery County Schools — Date

Mitch Taylor, Chief Finance Officer — Date

Steven Doherty, Board Chair — Date

Karen Kornelius, OTR/L
Office phone: (704) 256-5297 Fax Phone: (704) 909-9012
Office address: 5002 Haverstraw Court Monroe, NC 28110

7) MCS and Engage Speech and Language Contract Agreement



Engage

Mika Bellegarde, M.A., CCC-SLP
Phone: (704) 369-9167
Email: mika3@engagespeechcllc.com

School Speech and Language Contract Agreement

This Agreement ("Agreement") is entered into as the 21st day of August 2023, between **Engage Speech Language Services, PLLC** hereinafter referred to as "the VENDOR" and **Montgomery County Schools** hereinafter referred to as "the BOARD" for the provision of speech and language pathology services.

The Vendor and the Board Agree:

1. **Scope of Services:**
   a. The Vendor will provide the Board with speech and language therapy services rendered by a qualified, state licensed and ASHA certified speech-language pathologist, hereafter referred to as "the therapist".
   b. The Vendor will render the following services:
      i. speech and language therapy described as direct or indirect therapy services as indicated on each student's Individual Education Program ("IEP");
      ii. speech and language screening and evaluations
      iii. active participation in IEP meetings
      iv. management of required documentation and recordkeeping (e.g. session notes for billing)
      v. development of IEPs
      vi. evaluation and progress reports
      vii. therapy planning
      viii. teacher consultations and IEP strategies for students not yet referred to special education
   c. The Vendor will comply with all school policies, special education rules and federal policies and procedures that apply.
   d. The Vendor will store student case/clinical records in a safe and legal manner.
   e. The Board shall provide a "therapy facilitator" (e.g. para-professional, teacher's assistant etc.) to maintain the continuity of the speech therapy sessions under the SLP's supervision and direction.
   f. The Board shall provide a suitable place for administering speech language pathology services. This will allow the use of equipment and supplies (e.g. student devices and headphones) in providing teletherapy services.
   g. The Vendor shall provide formal evaluation materials necessary for speech and language evaluations while the Board shall provide testing protocols as needed.
2. **Term and Termination.**
   a. The term of this Agreement shall commence on **August 21, 2023** and shall terminate on **June 11, 2024**, unless terminated earlier in accordance with the terms and conditions set forth.
   b. *Termination without Cause:* Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
   c. *Termination with Cause:* Either party reserves the right to terminate this Agreement, immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.
3. **Compensation:**
   a. The rate established by mutual agreement, shall be per fully qualified, licensed, and certified speech language pathologist at a rate of $73 per hour. Assignment schedule shall be full time, 7.5 hours per day with an expected total hours 37.5 hours per week.
   b. The Vendor will provide the Board with bi-weekly invoice based on the rate listed above.
   c. The Board will provide payment to the Vendor within 15 days of receipt of a submitted invoice. The invoice will contain description, location, time and date of services. Payment not made within 15 days may become subject to a $100.00 late fee.
   d. The Board shall make payments to Engage Speech Language Services, PLLC as invoiced.
4. **Independent Contractor:**
   a. Each parties agree that the terms of the Agreement do not constitute a formation of partnership, joint venture, employer-employee, or other relationship and no form of agency exist between the parties.
   b. The Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/federal identification number.
5. **Insurance/License:**
   a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: $1,000,000 per occurrence and $3,000,000 in the aggregate and provide Board with proof of insurance upon request.
   b. The Vendor is licensed by the State of North Carolina in the performance of the Services provided herein and agrees to provide proof upon request.
6. **Miscellaneous.**
   a. An optimum caseload size will remain at 35 with a maximum of 40 students. In the event caseload maximum is exceeded for five (5) consecutive days, the Vendor and the Board will meet, to develop a plan to be implemented as soon as the maximum number is reached.
   b. All documentation relating to this project must remain confidential and an exclusive property of the Board. Any amendments or changes must be executed in the same manner as this contract.
   c. Services outside of the scopes of the teletherapy services mentioned in this agreement (e.g. IMC evaluations, need for IMC consultations/trainings, etc.) are subject to an additional mutually agreed upon fee.

2

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this Agreement herein above expressed, have entered into this Agreement and have read the terms herein.

BOARD: Montgomery County Schools

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

_____ On: ___/___/___
Dr. Dale Ellis
Superintendent

_____ On: ___/___/___
Mr. Mitch Taylor
Chief Financial Officer

_____ On: ___/___/___
Ms. Clarkie Hussey
Director of Exceptional Children

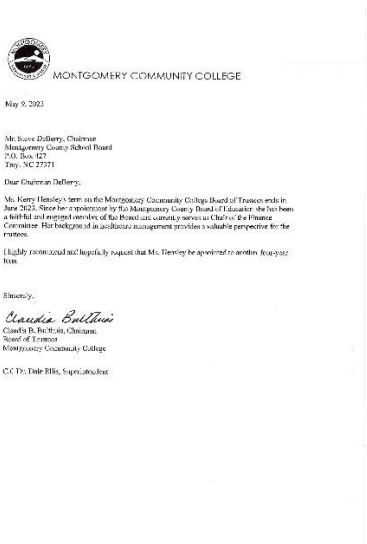
VENDOR: Engage Speech Language Services, PLLC

On: / /

Mika Bellegarde, MA, CCC-SLP, Owner
Engage Speech Language Services, PLLC
2455 Wilkinson Blvd, Suite 310
Charlotte, NC 28208
Phone: (704) 369-9167
Email: mika2@engagespeechcllc.com

3

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



MONTGOMERY COMMUNITY COLLEGE

May 9, 2023

Mr. Steve Dalberry, Chairman
Montgomery County School Board
P.O. Box 427
Troy, NC 27371

Dear Chairman Dalberry,

Ms. Kerry Hensley's term on the Montgomery Community College Board of Trustees ends in June 2023. Since her appointment by the Montgomery County Board of Education, she has been a faithful and engaged member of the Board and currently serves as Chair of the Finance Committee. Her background in healthcare management provides a valuable perspective for the trustees.

I highly recommend and hopefully request that Ms. Hensley be appointed to another four-year term.

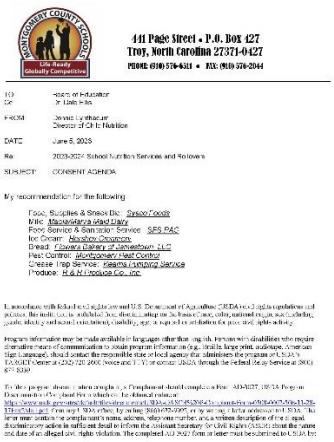
Sincerely,

Claudia Bulthuis

Claudia B. Bulthuis, Chairman
Board of Trustees
Montgomery Community College

C.C To: Dale Ellis, Superintendent

9) School Nutrition Services and Rollovers 2023-2024



441 Page Street • P.O. Box 427
Troy, North Carolina 27371-0427
PHONE (910) 576-6511 • FAX (910) 576-2044

TO: Board of Education
Cc: Dr. Dale Ellis

FROM: Jessica Lyttle
Director of CN & Nutrition

DATE: June 5, 2023

Re: 2023-2024 School Nutrition Services and Rollovers

SUBJECT: CONSENT AGENDA

My recommendation for the following:

Food, Supplies & Snacks Etc: Sysco Foods
Milk: Maplehurst Dairy
Food Service & Sanitation Service: SFS PAC
Ice Cream: Meadow Creamery
Bread: Flowers Bakery of Jamestown, LLC
Pest Control: Montgomery Pest Control
Grease Trap Service: Keaths Pumping Service
Produce: H & H Produce Co., Inc

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution, its staff, and employers are prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

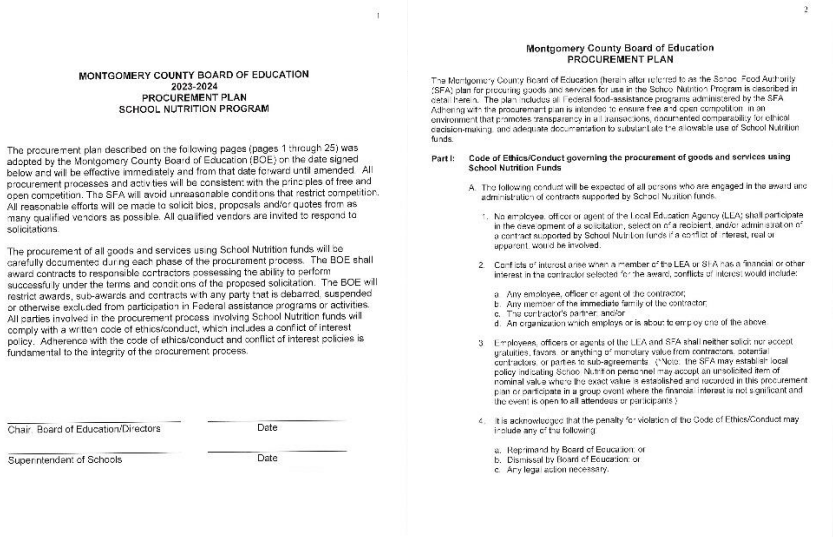
Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: http://www.ascr.usda.gov/complaint_filing_cust.html, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
program.intake@usda.gov

This institution is an equal opportunity provider.

10) Child Nutrition 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) on the date signed below and will be effective immediately and from that date forward until amended. All procurement processes and activities will be consistent with the principles of free and open competition. The SFA will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals 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 possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOE will restrict awards, sub-awards and contracts with any party that is debarred, 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.

Chair, Board of Education/Directors — Date

Superintendent of Schools — Date

2

Montgomery County Board of Education
PROCUREMENT PLAN

The Montgomery County Board of Education (herein after referred to as the School Food Authority (SFA) plan for procuring goods and services for use in the School Nutrition Program is described in detail herein. The plan includes all Federal food-assistance programs administered by the SFA. Adhering with the procurement plan is intended to ensure free and open competition in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School Nutrition funds.

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 supported by School Nutrition funds.

1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, select on of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.

2. Conflicts of interest arise when a member of the LEA or SFA has a financial or other interest in the contractor selected for the award; conflicts of interest would include:

   a. Any employee, officer or agent of the contractor;
   b. Any member of the immediate family of the contractor;
   c. The contractor's partner; and/or
   d. An organization which employs or is about to employ one of the above.

3. Employees, officers or agents of the LEA and SFA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (Note: the SFA may establish local policy indicating School Nutrition personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant and the event is open to all attendees or participants.)

4. It is acknowledged 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.

B. The Montgomery County Board of Education Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

Part II: Procurement Methods used to Purchase Goods and Services using School Nutrition funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf of the non-profit School Food Authority (SFA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of $90,000.00 or the SFA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of $90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than $3,500.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request.

The SFA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the SFA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements which the contractor must fulfill and any other factors that will be considered when evaluating quotes, bids, or proposals.

A. Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the SFA's simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of $90,000.00, whichever is less.

The SFA's Simplified Acquisition Threshold is $90,000.00; this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of/with:

* Centralized or administrative office purchase
* Individual school purchase
* Multi-School system's purchases
* Previously competitively-procured State contract
* Combination of above (specify):

An IFB will be used when the sole criteria for awarding a contract is the most responsive, responsible bidder is the cost of goods or services. A RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more products and services above the SFA's Simplified Acquisition Threshold of $90,000.00 using School Nutrition funds, it will be the responsibility of the School Nutrition Administrator to document the specific cost of a purchase to determine and document which formal procurement method will be used and the justification for doing so.

The School Nutrition Administrator will perform a cost analysis for every procurement action in excess of the SFA's simplified acquisition threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

1. A public advertisement is required to solicit bids or proposals for all purchases over the Local Education Agency's (LEA) simplified acquisition (or small purchase) threshold of $90,000.00. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals and the address where complete specifications an bid/proposal

instructions may be obtained and the contact person to whom questions may be addressed.

An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the name of Major Newspaper/media, IPS Website, other widely publicized communication to publicize the intent of the School Food Authority to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for five days.

2. In an IFB or RFP, each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications.

3. Specifications will be developed and provided to all potential contractors desiring to submit bids or proposals for the products or services requested. Vendors will be selected to receive the solicitation using the following methods:

   a. Prior acceptable service with the SFA;
   b. Quality of products;
   c. Services available.

   Any party that assists the SFA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

4. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, an interpretation will be provided by School Nutrition Administrator. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.

5. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:

   a. Intent of the procurement activity
   b. Contract period
   c. SFA is responsible for all contracts awarded (statement)
   d. Date, time and location of pre-bid or pre-proposal meeting (if any)
   e. Date, time and location of bid opening and bid/proposal submission procedures with SFA contact information
   f. How the vendor is to be informed of bid/proposal acceptance or rejection
   g. Type of contract (i.e. fixed price with firm price for delivery, etc.)
   h. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated

   i. Statement indicating any and all bids or proposals may be rejected at the discretion of the SFA
   j. Bond(s) to which the SFA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
   k. Statement regarding any contract extension or "rollover" options based upon the mutual agreement of both parties
   l. Statement concerning any intent for piggybacking should a reasonable need emerge
   m. Statement regarding the return of rebates, discounts and other purchase incentives to the SFA's non-profit School Nutrition account
   n. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
   o. Remedy for non-performance/termination of contract: termination provisions and the basis for any settlement for all purchases and service contracts over $10,000.00
   p. Non-collusion statement
   q. Assurance of ethical practices statement
   r. Bid/proposal protest procedures
   s. Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over $10,000.00
   t. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the SFA in detail, including how the contractor will be notified using the purchase instrument
   u. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
   v. Statement of assurance of protection under Civil Rights laws
   w. Provision requiring access by duly authorized representatives of the SFA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
   x. Method of payment (invoices, statements, etc.)
   y. Method of shipment or delivery upon contract award
   z. Delivery schedule and delivery requirements
   aa. Provision requiring contractor to maintain all required records for three years after the current year (and any contract periods open as a result of unresolved matter) after final payment; and all other pending matters are closed for all negotiated contracts
   bb. Bid/proposal Certification form
   cc. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
   dd. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations

   ee. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
   ff. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
   gg. All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
   hh. Signed Certificate of Lobbying for all contracts over $100,000.00
   ii. Signed Statement of non-collusion
   jj. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
   kk. Provision requiring "Buy American" as outlined in Policy Memorandum SP 38 – 2017; specific instructions for prior approval of any and all of non-domestic products
   ll. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
   mm. Provision indicating the SFA has complied with the Iran Divestment Act of 2015 (as modified) and has provided documentation the SFA is not doing business with an entity that does business with Iran.

9. The School Nutrition Administrator will be responsible for publicly advertising and coordinating the procurement process for all purchases using School Nutrition funds. The School Nutrition Administrator will be responsible for receiving and securing all bids, proposals, quotes and other collateral documents as indicated as part of the solicitation process.

7. The School Nutrition Administrator will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.

8. The following criteria will be used to award contracts (based on bids or proposals):

   a. Price
   b. Prior contract performance.
   c. Quality of product.
   d. Customer Service.

9. In awarding RFP a set of award criteria in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but

remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.

10. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the SFA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the SFA and/or LEA or appropriate governing body.

11. The School Nutrition Administrator is required to sign the bid tabulation of competitive, sealed bids or the evaluation or basis score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.

12. The School Nutrition Administrator will annually review the SFA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Nutrition Procurement Plan as often as required to reflect current Federal, State and local procurement policies.

13. The School Nutrition Administrator will be responsible for documentation that the actual product(s) or service(s) specified are received.

14. Any time a previously agreed-upon item is not available, the School Nutrition Administrator will review, select and approve the acceptable alternate. The contractor must inform School Nutrition Administrator no later than 24 hours that a product is not available and that a substitute item may be considered. The School Nutrition Administrator shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School Nutrition program that was not approved, in writing, in advance by the School Nutrition Administrator. In the event a non-domestic agriculture product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product from the School Nutrition Administrator. The School Nutrition Administrator will oversee compliance with the *Buy American* Provision.

15. Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is School Nutrition Administrator.

16. The School Nutrition Administrator will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.

17. When appropriate and approved by School Nutrition Administrator, the SFA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division using a duly awarded, active State Term Contract.

B. Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of $90,000.00, or the Federal micro-purchasing threshold of $3,500, informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.

2. When using a RFQ, the following procedures will apply:

   a. Clearly written specifications will be prepared and provided to each potential vendor; the SFA's approved terms and conditions will also be provided to each potential vendor.

   b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three (3) vendors shall be contacted.

   c. The School Nutrition Administrator will be responsible for communicating with potential vendors when price quotes are required.

   d. Price quotes will receive appropriate confidentiality before awarding a contract.

   e. Quotes will be awarded by School Nutrition Administrator. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, and price.

   f. The School Nutrition Administrator will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.

   g. The School Nutrition Administrator will be responsible for documentation that the actual product(s) or service(s) specified is received.

   h. Any time an accepted item is not available, the School Nutrition Administrator will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

   i. Bids will be awarded on the following criteria:

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

   j. The School Nutrition Administrator is required to sign all quote tabulations, certifying a fair and equitable review and approval of the selections.

   k. Quotes from an adequate number of qualified sources will be obtained. Where only one (1) quote is received, the district will provide written documentation as to why there were fewer than three (3) qualified quotes.

   l. When appropriate and approved by School Nutrition Administrator, the SFA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division using a duly awarded, active State Term Contract.

3. When using MPP, the following will apply:

   a. The School Nutrition Administrator will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) $3,500, a micro-purchasing procedure may be utilized. In so doing, the School Nutrition Administrator will be responsible to ensure that, under no condition, will purchases be sub-divided into amounts of $3,500 or less in order to circumvent the formal and informal purchasing requirements.

   b. Purchase orders may be solicited without quotes if the School Nutrition Administrator determines such practice is consistent with micro-purchasing regulations and consistent with the SFA's written Procurement Plan.

   c. The School Nutrition Administrator may purchase products and services (similar or dissimilar), purchased at once as a single, collective unit whose aggregate cost is less than or equal to $3,500 in a single transaction, without obtaining competitive quotes as long as the School Nutrition Administrator determines the price to be reasonable.

   d. The School Nutrition Administrator shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable. The School Nutrition Administrator will document all micro-purchases on a *Micro-purchase Tracking Form*.

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

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

   f. The School Nutrition Administrator agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:

      1. Rationale for using micro-purchasing;
      2. Estimated cost of the item/service to be procured (indicating a one-time purchase of $3,500 or less);
      3. Name and address of the vendor.
      4. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases.
      5. All micro-purchases were approved by the School Nutrition Administrator prior to the initiation of a single micro-purchase.

   g. The School Nutrition Administrator will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.

   h. The School Nutrition Administrator will be responsible for documentation that the actual product or service as specified or required was purchased and received.

C. Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

1. Written specifications for the product or service will be prepared by the SFA.

2. The School Nutrition Administrator will be responsible to prepare and issue a request for information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification is available from one or more sources.

3. The School Nutrition Administrator determines the product or services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to

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

4. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.

5. School Nutrition Administrator will be responsible for obtaining prior written State agency approval of the sole source or non-competitive negotiation before entering into the purchase of a good or service and will also be responsible for maintaining such documentation on file.

6. Sole source procurement may be used for one-time purchases of a new food for product testing for which there is no brand equivalent in order to obtain product samples for conducting student taste acceptance. A record of non-competitive negotiation purchase shall be maintained by the School Nutrition Administrator. The record of non-competitive purchases shall include, at a minimum, the following:

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

7. The School Nutrition Administrator will be responsible for documentation that the actual product or service specified was received.

D. Emergency or "Pressing Need" Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or SFA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and a log of such purchases will be maintained by the School Nutrition Administrator. The following emergency procedures shall be followed:

1. All emergency procurements shall be approved by the School Nutrition Administrator. At a minimum, the following emergency procurement procedures shall be documented:

   a. Reason for the emergency.
   b. Good or service required.
   c. Cost (all costs to be included, shipping, installation, warranty, etc.).
   d. Vendor name and address.
   e. Approval of the LEA official, if required.

2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of "piggybacking" on the solicitation of another SFA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:

   a. The SFA that originated the solicitation must have included a "piggyback provision" in the original solicitation;
   b. Documentation that a "pressing need" exists that requires piggybacking on another SFA's bid will be obtained;
   c. Approval from the SFA's governing board will be obtained and documented;
   d. Approval from the SFA that originated the IFB will be obtained and documented;
   e. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
   f. A public notice of the district's *"Intent to Waive Competitive Bidding"* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
   g. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
   h. Notification to the vendor of final approval will be issued; and
   i. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Alliance (NCPA). In doing so, the SFA shall agree to the terms and conditions established and subsequently modified by the NCPA's elected Board of Directors. The original signed agreement between the SFA and the NCPA shall 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. Food product specifications will be reviewed to determine compliance with USDA guidelines for meal patterns.
   b. Existing contracts will be reviewed to determine if a product is already available at a contracted price.
   c. Price quotes will be requested from available vendors.
   d. Samples will be requested or purchased from the appropriate vendors.
   e. Samples will be tested with students and staff as appropriate times.

2. Payment will be made to the contractor when all terms and conditions of the contract

have been met and verified as stipulated in the contract. If value added features are available, payment will be based on the mutually-agreed upon value added features. For example, if prompt payment is made, discounts, etc. are allowable.)

3. Specifications will be updated by School Nutrition Administrator as products change.

4. If a product or service is not received as specified, the following procedure will be implemented:

   a. Documentation will be made by the manager or director.
   b. Vendor will be notified.
   c. Returns, credits, or replacements will be handled according to contract terms and conditions.

5. If the SFA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:

   a. Entity will be provided with information on contracted vendor.
   b. Entity will be provided with a list of eligible products.

6. School Nutrition Administrator will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party.

   a. Provide written documentation to the third-party rebate provider that all rebates must accrue to the non-profit School Nutrition Account. All rebate checks must be made payable to the SFA's School Nutrition account.
   b. Document the deposit of all rebates into the non-profit School Nutrition account.

7. The SFA will designate an individual to monitor each contract to ensure the Contractor and the SFA adhere to all terms and conditions of the contract.

8. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

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

the Award of the contract agreement for three (3) years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:

a. Written rationale for the method of procurement;
b. A copy of the original solicitation;
c. The selection of contract type;
d. The bidding and negotiation history and working papers;
e. The basis for contractor selection; and/or rejection
f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
g. The basis for award where cost or price is not the primary factor for the decision;
h. The terms and conditions of the contract;
i. Any and all contract amendments or modifications
j. Billing and payment records;
k. Any history of any contractor claims; and
l. Any history of any contractor breaches.

The SFA will complete the most current *School Nutrition Procurement Checklist* for all purchases using School Nutrition funds. The checklist should remain on file with the district's procurement documents as an indicator the SFA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy. The checklist is shown in Attachment B.

Part VI: Other Procurement Requirements

A. All contracts must agree to abide with the terms and conditions of the Jessica Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 18 years at the time of the offense.

B. The SFA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.

C. The SFA and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to the Agreement, engage in any services on Montgomery County Board of Education property or at Montgomery County Board of Education events. The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well being of student or school personnel. The Montgomery County Board of Education reserves the right to prohibit any individual employee of the vendor from providing services on Montgomery County Board of Education property or at any Montgomery County Board of Education events if Montgomery County Board of Education determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

E. The SFA must agree to abide with the IRAN INVESTMENT ACT (as modified) N.C.G.S. 147-86.59 which stipulates that before entering into any contract, the SFA must determine whether the contracting entity appears on the State Treasurer's List of Prohibited Vendors. The list is routinely updated by the Office of the State Treasurer. You can access the list at:

https://www.nctreasurer.com/inside-the-department/Open+Government/Pages/Iran-Divestment-Act-Resources.aspx

The Final Divestment List includes the names of vendors who appear to be engaged in "investment activities in Iran" based on Federal sanctions and other publicly available credible information. Vendors that appear on this list are ineligible to contract with the State of North Carolina or any subdivision of the State, including the School Nutrition Program. Prior to entering into a contract with a vendor, the SFA will check the Iran Final Divestment List to determine the potential vendor does not appear on the list. If however, the vendor does appear on the list, the SFA is prohibited from doing business with the vendor as required by N.C.G.S. 143-6A-4.

The SFA will document that any vendor with whom they enter into a contract does not appear on this list. To document this requirement, the SFA will print a copy of the most

current Iran Final Divestment List as it appears on the State Treasurer's website, print the web page document and attach it to the solicitation document/contract prior to executing the contract.

F. Should the Montgomery County Board of Education (BOE) determine it is in the best interest of the SFA to outsource the preparation of meals to a qualified catering company, the SFA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI) RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.

G. Should the Montgomery County Board of Education determine it is in the best interest of the SFA to seek a for-profit Management Company to operate its non-profit School Nutrition Program, the Montgomery County Board of Education shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the LEA agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The BOE further agrees to appoint a qualified employee of the LEA to monitor the contract between the LEA and the Management Company on daily basis.

Part VII: Contract Oversight

A. The School Nutrition Administrator shall designate an individual, by name and title who will oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverables are achieved in a manner that is consistent with the contract.

B. Each contract will be monitored on a frequency that is established at the beginning of the contract period. Any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Nutrition Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.

C. The SFA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School Nutrition funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the SFA of any contractual responsibilities under its contracts.

D. It is understood by the SFA and LEA that neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will substitute their judgment for that of the SFA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State or Federal authority having proper jurisdiction.

Attachment A
Code of Ethics and/or Conflict of Interest Policy of the Montgomery County School Board of Education

Attachment B

Specific Procurement Procedures for the purchase of all goods and services by the SFA.

Category of Items to be Purchased	Procurement Method to be Used	Method of Award (line item, bottom line, market basket etc)	Frequency of Purchase
Food and Non-Food Supplies	NC Alliance Formal	Bottom Line	Annually
Produce	NC Alliance Formal	Bottom Line	Annually
Snacks	NC Alliance Formal	Bottom Line	Annually
Water and Beverages	NC Alliance Formal	Line Item	Annually
Ice Cream	Formal	Bottom Line	Annually
Chemicals for Cleaning Purposes	Formal-RFP	Competitive Negotiation	Annually
Bread	Formal	Bottom Line	Annually
Milk	Formal	Bottom Line	Annually
Pest Control/Services	Formal-RFP	Competitive Negotiation	Annually
Oil Removal	Formal-RFP	Competitive Negotiation	Annually
Equipment	In-Formal	Bottom Line	As Needed1

Note: All categories of purchases used by the SFA must be included in the table shown above.

Attachment C
Procurement Checklist

Goods/Services to be procured: _____

Procurement date: _____

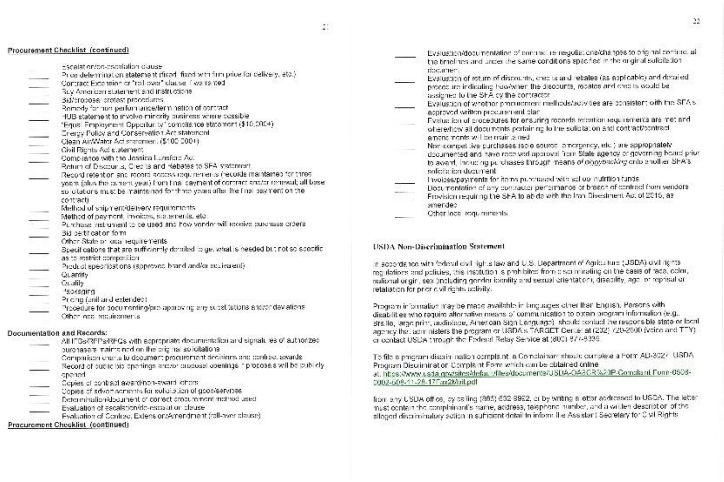
Person overseeing procurement process: _____

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Nutrition Funds.

Procurement Plan:
____ Written procurement plan
____ Authorized purchases specified
____ Describe procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
____ Advertising procedures
____ Award, method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of products/services)
____ Vendor notification of award/non-award of contract
____ Code of ethics/conflict of interest policy
____ Instructions for documentation and record-keeping
____ Assignment for contract oversight
____ Assurance of compliance with all Federal procurement policies
____ Assurance of compliance with all State procurement policies
____ Other local requirements

Procurement Procedures:
____ Letter of invitation
____ Intent of procurement activity
____ Contract time period
____ Bid proposal/quote submission procedures (i.e. sealed bid, written, etc.)
____ Pre-bid/proposal meeting date/time/location (if applicable)
____ Bid opening date/time/location; Proposal opening procedures
____ Contact information
____ Civil Rights Statement
____ Other local requirements

Terms and Conditions:
____ Certification regarding disclosure of lobbying ($100,000+)
____ Debarment/suspension certification form ($25,000+)
____ Non-collusion statement
____ Assurance of ethics practices



Procurement Checklist (continued)

- ____ Escalation/de-escalation clause
- ____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- ____ Contract termination ("bail-out" clause) – if so noted
- ____ Buy American statement and justification
- ____ Subcontract consent provisions
- ____ Remedy for non-performance/termination of contract
- ____ HUB statement to involve minority business where possible
- ____ Equal Employment Opportunity compliance statement (§60.2004)
- ____ Energy Policy and Conservation Act statement
- ____ Clean Air/Water Act statement (§1.6C 2001)
- ____ Civil Rights Act statement
- ____ Compliance with the Jessica Lunsford Act
- ____ Return of Disclosure, Criminal and Relatives to SFA statement
- ____ Record retention and records access requirements (records maintained for three years [plus three years if unit has claimed of contract and/or renewal] all base solicitations must be maintained for three years after the final payment on the contract)
- ____ Method of ship and delivery requirements
- ____ Method of payment, invoices, tax breaks, etc.
- ____ Purchase restrictions to be used and how vendor will receive purchase orders
- ____ Solicitation form
- ____ Other State or local requirements
- ____ Specifications that are sufficiently detailed to give what is needed but not so specific as to restrict competition
- ____ Product specifications (approved, brand and/or no brand)
- ____ Quantity
- ____ Quality
- ____ Packaging
- ____ Pricing (unit and extended)
- ____ Procedure for post-meeting/pre-approving any sole source & minor deviations
- ____ Other applicable requirements

Documentation and Records:

- ____ All IT&E/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers retained on file or is available
- ____ Competitive criteria document procurement decisions and contract awards
- ____ Record of public bid openings and/or proposal openings. If proposals will be publicly opened
- ____ Copies of sealed award/non-award letters
- ____ Copies of advertisements for solicitation of goods/services
- ____ Determination/document of correct cross-reference method used
- ____ Evaluation of cost/benefit/risk and/or clause
- ____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

- ____ Evaluation/documentation of contract negotiations/changes to original contract and the timelines and under the same conditions specified in the original solicitation document
- ____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed process on indicating how/when the discounts, rebates and credits would be assigned to the SFA by the contractor
- ____ Evaluation of whether procurement methods/activities are consistent with the SFA's approved written procurement plan
- ____ Evaluation of procedures for ensuring records retention requirements are met and other vital documents pertaining to the solicitation and contract/contract amendments are maintained
- ____ Nine competitive purchases issue source, emergency, etc.) are appropriately documented and have received approval from State agency governing board prior to award, including purchases through "means of piggybacking onto another SFA's solicitation documents
- ____ Invoices/payments for items purchased with child nutrition funds
- ____ Documentation of any unsatisfactory performance or breach of contract from vendors
- ____ Provision requiring the SFA to abide with the Iran Divestment Act of 2016, as amended
- ____ Other local requirements

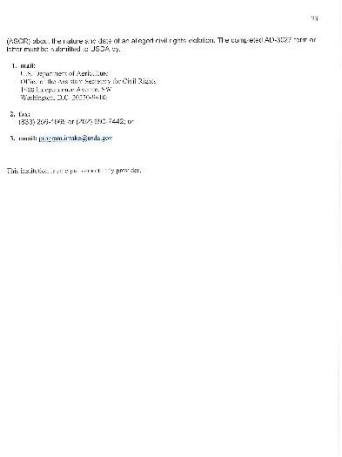
USDA Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.ascr.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf

from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights



(ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;

2. fax:
   (833) 256-1665 or (202) 690-7442; or

3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

11) Independent Speech Contractor Agreement

INDEPENDENT SPEECH CONTRACTOR AGREEMENT

I. **The Parties.** This agreement is made between a business entity known as Montgomery County Schools with a mailing address of 441 Page Street, Troy, North Carolina, 27371 ("Client")

AND

One (1) individual/s known as Ashley N. Furr with the mailing address of 910 North Eleventh Street, Albemarle, North Carolina, 28001 ("Contractor").

WHEREAS the Client intends to pay the Contractor for services provided, effective August 1 2025, under the following terms and conditions:

II. **Services.** The Contractor agrees to provide the following:

- Perform diagnostic procedures to determine presence and severity of communication disorders, including screenings and evaluations.
- Develop goals/objectives, plans of care, and provide treatments for students identified in the Exceptional Children's program.
- Collaborate with educators and other service providers for general education interventions as part of the MTSS process and share relevant IEP information for identified students with communication impairments.
- Complete required documentation, (e.g., evaluation/screening reports, daily documentation, progress reports, IEP forms), for referrals/placement of students at risk and/or identified with communication disabilities for students identified in the EC program.
- Schedule, direct, and participate in IEP meetings with parents, service providers, and staff.
- Provide consultative services for students who need accommodations/modifications for students with special communication needs as outlined in the IEP.
- Make recommendations for materials, devices, and/or items to improve communication skills as required in the educational environment for students identified with special communication needs.
- Make referrals, as needed, to other services providers and agencies to meet students' needs.

All services shall be performed with fidelity and the service provider will follow the Code of Ethics as determined by the American Speech Language and Hearing Association (ASHA). The Contractor agrees to maintain requirements for required licensure and certification to perform services included herein.
Hereinafter known as the "Services".

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 $70.

Contractor will invoice The Client on a monthly basis. Invoices will be submitted by the contractor on the last working day of each month. Payment shall be due within 14 days of invoice submission.

IV. **Due Date.** The Services provided by the Contractor shall begin on August 1 2025 and end on July 30 2026. All Services provided by the Contractor must be completed by June 30 2026.

V. **Expenses.** The Contractor shall be reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: ~~Travel time (round trip) to Contractor's home office, mileage to work sites/facilities.~~ Travel mileage will be paid between school facilities per approved mileage chart. Materials required to carry out Services, including evaluation kits and treatment tools. The Client will be required to pay the Contractor within Sixty (30) days of any Expenses after receiving an itemized expense statement from the Contractor

VI. **Independent Contractor Status.** The Contractor, under the scope of the Internal Revenue Service ("IRS"), is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In the capacity of an independent contractor, Contractor agrees and represents.

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

Contractor has the sole right to control and direct the means, manner, and method by which the Services by this Agreement will be performed. Contractor shall select the

routes taken and will perform direct student services during school hours in the school setting. Indirect services may be performed outside normal operating school days/hours.

Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement;

~~Neither the Contractor nor the Contractor's employees or personnel, shall be required to wear any 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 not hire, supervise, or pay assistants to help the Contractor;

Neither the Contractor nor the Contractor's employees or personnel will be granted limited hours to complete necessary task requirements to fulfill requirements to complete the Services.

VII. Businesses, Licenses, Permits, and Certificates. The Contractor represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

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

Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;

Making federal or state unemployment compensation contributions on the Contractor's behalf; and

The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes, and if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide Client with proof that such payments have been made.

Contractor shall provide Client with a completed W-9 form.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their 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 shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

XII. Liability Insurance. The Contractor agrees to bear all responsibility for the actions related to themselves and their employees and personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability

There shall be a limited amount of combined single limit of $1,000,000.00.

XIII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services in 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 stated hereunder, with reasonable cause by providing written notice of:

A material breach of the other party, or

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

XV. Option to Terminate. The Client or Contractor shall not have the option to terminate this Agreement unless there is reasonable cause as defined in Section XIV.

XVI. Exclusive Agreement. This entire agreement is between the Client and Contractor.

XVII. Resolving Disputes. If a dispute arises under this agreement, any party may take the matter to a North Carolina state court.

XVIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

The written, printed, graphic, or electronically recorded materials furnished by the Client for Contractor to;

Any written or tangible information stamped "confidential", "proprietary", or with a similar legend, or any information that Client makes reasonable efforts to maintain secrecy of student records and identifying information, plans or strategies, student lists, operating procedures, know-how and processes, computer programs and inventories, discoveries and improvements of any kind; and

Information and records belonging to students, parents, and/or staff of the Client about whom Contractor gained knowledge as a result of Contractor's services to the Client.

Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

XIX. Proprietary Information. Proprietary information, under this Agreement, shall include:

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including but not limited to, all intellectual, literary, moral rights, and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

Contractor hereby assigns the Client all right, title, and interest in any and all photographic images and videos and audio recordings made by the Client during Contractor's work for Client, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

The Client will be entitled to use Contractor's name and/or likeness use advertising and other materials.

XX. No Partnership. This agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall not enter into contracts on Client's behalf or represent the Client in any manner.

XXI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or other entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Section XVIII and XIX of this Agreement. If information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XXII. Additional Terms and Conditions. Services will be provided in-person in students and virtually in extenuating circumstances, such as in cases of adverse weather conditions, student/Contractor medical reasons, mass quarantine, or any other reason for school closures requiring remote services to be delivered. A full caseload will be accommodated following state regulations for caseload/workload limitations. Reimbursement will be provided for closed/unfilled services as logged by Contractor.

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

XXIV. Severability. This agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall remain legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XXV. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as waiver of any subsequent breach by the Contractor.

XXVI. Entire Agreement. This Agreement, along with any attachment or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Dr. Dale Ellis, Superintendent

Steve DeBerry, School Board Chair

Mitch Taylor, Chief Financial Officer

Clarkie Hussey, HS Director

Ashley N. Fore, CCC-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, Ed. D., Secretary