MONTGOMERY COUNTY BOARD OF EDUCATION
MINUTES

September 9, 2024

The Montgomery County Board of Education convened in a regular monthly meeting on Monday, September 9, 2024, at 6:30 pm in the Montgomery County Schools Boardroom. Board members present were Steve W. DeBerry – Chair, Anne Evans - Vice Chair, Tommy Blake, Angela Smith, Lynn Epps, Bryan Dozier, and Cindy Taylor.

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

Chairman Steve DeBerry shared an opening devotional from Proverbs 22:6, "Direct your children onto the right path and when they are older, they will not leave it." Our problem seems to be the lack of people adding value into the lives of our younger children until we begin to lose them. We each need to be a part of the solution. Get involved as a tutor at a local school or community program. Whatever it takes we need to help a child get an education. Determine today that you will make a difference in the life of a child by being available and willing to help that boy or girl succeed.

Mt. Gilead Elementary student Chloe Parsons led the Pledge of Allegiance to the Flag of the United States of America.

Chairman DeBerry then called upon an individual that signed up to speak during the public comments section. Mr. Harvest Little addressed the board regarding the DPI Year End Report for 2023-24 that shows Montgomery County Schools as a low performing school district. Five out of nine schools in our district are low performing with four receiving a D grade and one receiving an F. Going forward, what is the plan for improving our school district and specifically the five low performing schools? When will this plan be made available for the public review? Further, Montgomery County Schools is on the list of continuously low performing, which only consists of schools that have been low performing for the last two out of three years. The community question is what do the school board members intend to do to improve this situation? He stated this is not acceptable, and we expect it to change. We cannot continue to move forward and expect them to do well when they move on to middle and high school.

Chairman DeBerry presented a Resolution of Esteem for Lou Ellen Hinson to her family for her eleven years of service with the Montgomery County Schools. Ms. Hinson passed away July 15, 2024. The Resolution reads as follows:

MONTGOMERY COUNTY BOARD OF EDUCATION

RESOLUTION OF ESTEEM

FOR

Lou Ellen Hinson

WHEREAS, our Heavenly Father, in His infinite love and wisdom, saw fit to call home Lou Ellen Hinson on July 15, 2024, and

WHEREAS, her dedication to Montgomery County Schools for eleven years, were a living testament of her integrity and skill, and

WHEREAS, her loss will be deeply felt not only by those with whom she served, but also throughout her entire community and county.

NOW, THEREFORE, be it resolved that the Montgomery County Board of Education goes on record in expressing a sense of real loss and regret in her passing; that a copy of this resolution be conveyed to her family as an indication of our deep sympathy; and that a copy of the same be filed as a part of the permanent minutes of the Board of Education.

MONTGOMERY COUNTY BOARD OF EDUCATION

Steven W. DeBerry, Chairman — Dale Ellis, Ed. D., Secretary

Tommy Blake ~ Bryan Dozier ~ Angela Smith
Anne Evans ~ Lynn Epps ~ Cindy Taylor

SEPTEMBER 2024

Chairman DeBerry presented a Resolution of Esteem for Marsha Russell to her family for her seventeen years of service with the Montgomery County Schools. Ms. Russell passed away July 23, 2024. The Resolution reads as follows:

MONTGOMERY COUNTY BOARD OF EDUCATION

RESOLUTION OF ESTEEM

FOR

Marsha Haywood Russell

WHEREAS, our Heavenly Father, in His infinite love and wisdom, saw fit to call home Marsha Haywood Russell on July 23, 2024, and

WHEREAS, her dedication to Montgomery County Schools for seventeen years as a teacher, were a living testament of her integrity and skill, and

WHEREAS, her loss will be deeply felt not only by those with whom she served, but also throughout her entire community and county.

NOW, THEREFORE, be it resolved that the Montgomery County Board of Education goes on record in expressing a sense of real loss and regret in her passing; that a copy of this resolution be conveyed to her family as an indication of our deep sympathy; and that a copy of the same be filed as a part of the permanent minutes of the Board of Education.

MONTGOMERY COUNTY BOARD OF EDUCATION

Steven W. DeBerry, Chairman — Dale Ellis, Ed. D., Secretary

Tommy Blake ~ Bryan Dozier ~ Angela Smith
Anne Evans ~ Lynn Epps ~ Cindy Taylor

SEPTEMBER 2024

Chairman DeBerry then called upon Dr. Ellis and JaMese Black for the Certified and Classified Employees of the Month recognition for Mt. Gilead Elementary. Justice Parker, third grade teacher, was the certified winner. Tera Pollard, receptionist, was the classified winner.

Dr. Ellis then called upon Jessalyn Spell, Principal of Troy Elementary, to recognize Logan Russ for being selected the Beginning Teacher of the Year for Montgomery County Schools.

Dr. Ellis called upon the school principals to accept their schools Cognia Accreditation certificate. Candor Elementary-Adam Matthews, Green Ridge Elementary-Emily Dunn, Mt. Gilead Elementary-JaMese Black, Page Street Elementary-Jon LaChance, Troy Elementary-Jessalyn Spell, West Middle School-Enoc Robledo, Montgomery Learning Academy-Dr. Amy Reynolds, and Montgomery County Early College-Dr. Heather Seawell. Star Elementary-Janet Deaton, East Middle School-Marvin Smith, and Montgomery Central High School-Rufus Samkin were unable to be present tonight.

Chairman DeBerry then requested to approve the consent agenda as submitted. Anne Evans made the motion with Bryan Dozier seconding. The consent agenda was approved 6-0, with Lynn Epps abstaining.

Chairman DeBerry then called upon Dr. Dale Ellis for the End of Year Review dates. Dr. Ellis stated that due the postponement of our previously scheduled review date, we have proposed two additional dates: Thursday September 19, and Thursday September 26 but stated that if another date worked better for board members, we could accommodate that also. It was the consensus of the board to select Tuesday September 17 for the End of Year Review beginning at 5:30 pm at the Central Office.

Chairman DeBerry called upon JaMese Black, Principal of Mt. Gilead Elementary for their presentation. Ms. Black called upon Daniel Jones, assistant principal, to discuss their presentation on the "Rebranding of the Mount". Mr. Jones stated that the purpose of this idea was to change the image of the school with the community and the staff by putting a more positive spin on everything and allowing everyone to get a fresh new start. Our new motto for this year is "Building great futures one gator at a time" and "Every Minute Matters, Every Child Matters". We have experienced an increase in parental support and involvement in school events through activities such as Parent Day, Grandparents' Day and Celebration Tuesday. We have worked to increase community support and bring community members into our building with events such as community luncheons, having community members participate in our Celebration Tuesday event, and community donations of school supplies. We have also gone out into the community by trick or treating at local businesses and Christmas caroling in town. Our school also created a plan to shift most of our teacher's location and curriculum. With this move we have created a fresh and exciting new feeling to our building. Our student council also led a service project to establish a Gator Blessing Box. This box serves as a mini food pantry and provides various food supplies to many of our community members. Our school has already seen several positive impacts from our efforts. There has been an increase in attendance, decrease in discipline, and just an overall shift in the image of our school. We feel like we have a more positive and welcoming environment for both students and staff. Our next steps will include a more in-depth PBIS program, participation in culturally relevant training, provide our students with more "career based introduction" opportunities, and we are working on creating a parent newsletter. All these steps combined will help us continue to ensure increased student achievement and parental involvement.

Chairman DeBerry called upon Dr. Emily Shaw for policies for approval. Mr. DeBerry asked for a motion for approval. Tommy Blake made the motion with Bryan Dozier seconding. The motion carried unanimously with the board.

Dr. Shaw also noted that each board member had a Title IX packet which included all the recent updates. She stated that they can review the packets at their convenience.

Chairman DeBerry then called upon Matthew Woodard for the Cell-Free Schools presentation. Mr. Woodard stated that the movement across the nation is to go to cell-free schools. He stated that we do currently have a policy in place for cell phone usage, but enforcement is a constant battle between teachers, students and parents. Mr. Woodard provided two video clips to explain the move to cell-free schools and the benefits not only in improved grades/tests scores but also the improvement in mental health of both students and teachers. One was a news clip from the CBS morning news on the more psychological/social media aspect and the second was a YouTube news clip focuses more on the educational benefits of being cell-free. Both videos were from school districts who have gone cell-free with the use of a Yondr pouch. Mr. Woodard provided the board with two of the pouches that would be used. You place your phone in the bag, press to lock the pouch and then it can only be unlocked by touching it to one of the provided magnets. These pouches cost approximately $30.00 each and would be given out to middle and high school students at the beginning of the school year along with school issued personal devices. The student would place the phone in the pouch and lock it at the beginning of the school day and it would remain locked in the pouch with the student during the day. As the student leaves the building for the day, he/she would unlock the pouch by touching it to the magnet. The company who distributes the pouch states that this is a culture change for the entire school and must be used by everyone at the school to be successful. The board members expressed concern about the acceptance of a cell-free school and feel that the district will need to provide information sessions to staff, students and parents as well as to the community. Ms. Evans suggested that it be a topic of discussion at the Classified, Certified and Student Advisory meetings. Ms. Taylor suggested it could be helpful to have a peer to peer session between MCS students and students that are attending cell-free schools. Ms. Epps also noted that it may be beneficial to implement this at the elementary level also so that all MCS staff and students follow the same guidelines. Mr. Dozier stated that he would like to see this process begin as soon as possible. Dr. Ellis stated that we would move forward with the information gathering/sharing process with our staff, students, parents as well as the community so that we can begin to put a clear policy in place by the end of the school year.

Chairman DeBerry called upon Dr. Dale Ellis for the Superintendent's Comments. I know this is a difficult conversation when you talk about cell phones particularly when you look at the issue that just happened in Georgia. That is an issue that is always on everyone's mind and how you prevent that from happening. Prevention usually happens well before the actual event because once it has started there is no stopping it. We have worked very hard on the safety and security of our schools. The first thing we have to do, to the best of our ability, is guarantee the safety of everyone to the extent possible. We are working on completing the security vestibules at all of our schools, we are working on In Force 911 to have easier access to alerts and one of the best things we have been able to do is have SRO's in each of our schools. The funding for the SRO's will be the first thing we request in the Center for Safer Schools Safety grant so that we can continue to provide an SRO to each of our schools. We are also currently working on scheduling Tabletop Exercises with all of our local law enforcement. This is a time when we will sit down with our local law enforcement to discuss our safety plans from their perspective to decide where there may or may not be gaps, so that we can improve on the safety plans at each of our schools. We are also working on scheduling an active shooter training exercise at Montgomery Central High School and with the help of Dr. Cagle and our mental health counselors, we are also continuing to work to improve mental health. There is never any guarantee, but we want our parents to know that we are doing everything possible to be prepared to handle the situation if it were to ever arise in Montgomery

County and the importance of knowing that we are trying, to the best of our ability, to prevent something like this from happening here.

Chairman DeBerry then ask if there were any other issues to discuss. Ms. Evans stated that she did have one other item. She stated that she had a grandparent reach out to her after the devastating news of the death of a young man from the Mt. Gilead area and the devastation it caused for the community members. This grandparent wanted to know what we could do to help our students. Ms. Evans stated that she encouraged this grandparent to come to our meeting tonight to speak but they ask that she address their concerns with the board. They would like to see, as in the past, the Dream Builders program where motivational speakers would come and speak with our young people about a better path to take that did not involve choosing gangs and violence. Ms. Evans stated that the community, as we know, looks to us to help them raise fine young people. Mr. Dozier stated he feels that the cell-free schools would go a long way in helping with this. Dr. Ellis stated that it has been several years, but we would check to see what we can offer our students.

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 August 5, 2024
2) Personnel and Auxiliary Reports:

MONTGOMERY COUNTY SCHOOLS
PERSONNEL REPORT
Emily Shaw, Assistant Superintendent for Human Resources
September 9, 2024

a. Superintendent reports the acceptance of the following resignations/retirements:

	Resignation/Retirement	School/Assignment	Effective Date
1)	Sabrina Robinson Resignation	Mt. Gilead Elementary Pre-K Teacher.	8/23/2024
2)	Darenese Harris Resignation	West Middle School Except. Childr. Teacher	8/15/2024
3)	Stacie Swikle Resignation	Central Office Sp. Lang. Pathologist	9/28/2024
4)	Valerie Ingram Resignation	Montg. Learning Ac. Behavior Assistant/Bus Driver	8/14/2024
5)	Stacy Moore Resignation	Candor Elementary Comm. In Schools	8/22/2024
6)	Mary Steltz Resignation	West Middle School 8th Grade Math Teacher	8/19/2024
7)	Katherine Anundson Resignation	Montg. Central High Except. Childr. Inclusion	10/3/2024

b. Upon recommendation of the superintendent, approval of the following additions to the substitute teacher list:

	Non-Certified	Record Check
1)	Crystal Little	Yes
2)	Alicia McQueen	Yes
3)	Dawn Norman	Yes
4)	Randall Egner	Yes
5)	Laura Rose	Yes
6)	Ashley Cushing	Yes
7)	Kylie Kidwell	Yes
8)	Monica Jimenz	Yes
9)	Chantal Scarbrough	Yes
10)	Tabitha Bass	Yes
11)	Diana Cipriani	Yes
12)	Jeff McIntyre	Yes
13)	Pamela Little	Yes
14)	Tanwanna Bennett	Yes
15)	Sherrie Quick	Yes
16)	Shanta Gould	Yes
17)	Rebecca McKay	Yes
18)	Tiffany Collins	Yes

	Certified	Record Check
1)	Kaleb Barlow, Montg. Central High	Yes
2)	Jessica Hamilton, Star Elementary	Yes

c. Report of the following transfers:

	Transfer/ Effective Date	From	To
1)	Wayne Kocher 8/19/2024	Mont. Co. Early Co. Business Teacher	Mont. Co. Early Co. AP/Career Coach
2)	McKenzie Brady 8/19/2024	All Locations Child. Nutr. Sub.	East Middle School P.T. Child Nutr.
3)	Stacy Tucker 9/01/2024	Mont. Central High P.T. Child Nutrition	Montg. Central High F.T Child Nutrition

d. Upon recommendation, approval of principal recommendation for employment of the following probationary contracts for the 2024-2025 school year as provided by General Statute 115C-325:

	Employee/ Effective Date	School/ Assignment	Record Check	Replacing
1)	Cody Williams 8/16/2024	West Middle School 7th Grade Science/S. Studies	Yes	Sam Julen
2)	Erin Heyl 8/19/2024	Montgomery Central High Self Contained Teacher	Yes	Nancy Williams
3)	Kristen Holmes 8/19/2024	Green Ridge Elementary Kindergarten Teacher	Yes	Kathy Bodien

e. 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) Michelle Leitao 8/26/2024	Montg. Central High Teacher Assistant/Bus Driver	Yes	
2) Jada Smith 8/19/2024	Montg. Central High Dist. Learning TA/Bus Driver	Yes	Olivia Chappell
3) Bianca Green 8/19/2024	West Middle School Self Cont. TA/Bus Driver	Yes	
4) Mayra Trejo 8/16/2024	Candor Elementary P.T. Translator	Yes	
5) Alexis McRae 8/19/2024	Mt. Gilead Elementary P.T. ELLIS Grant Support Sp.	Yes	
6) Julie McCaskill 8/19/2024	Mt. Gilead Elementary NC Ed Corp Tutor	Yes	
7) Aubrey Epps 8/19/2024	Mt. Gilead Elementary STEM TA/Bus Driver	Yes	
8) Jimmy Medlin 8/19/2024	Montg. Central High P.T. Child Nutrition	Yes	
9) Stephanie Stevens 9/1/2024	Star Elementary NC Ed Corp Tutor	Yes	
10) Joyce Wright 8/26/2024	All Locations Child Nutrition Sub.	Yes	
11) Gemarian Talley 8/28/2024	Montg. Central High Excep. Child. TA/Bus Driver	Yes	
12) Lee Wright 9/3/2024	Candor Elementary NC Ed Corp Tutor	Yes	
13) Alydia Wright 9/10/2024	All Locations Child Nutr. Substitute	Yes	

f. Upon recommendation, approval of the following coaches:

Montgomery Central High

Michael Vogt – Volunteer Assistant Football Coach
Ryan Cushing – Football Game Day Operations Manager
Zachary Strong – Assistant Football Coach
Christopher Maness – Assistant Football Coach
Christian Ledbetter – Assistant Football Coach

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

Administrator - Annual 12-month term commencing September 9, 2024, and ending June 30, 2026

- Joanna Perkins, Director of Elementary & Curriculum Support

MONTGOMERY COUNTY SCHOOLS
AUXILIARY REPORT
SEPTEMBER 9, 2024

The following overnight field trips are requested:

Montgomery County Early College

Travel Tracker #5045 to the Great Wolf Lodge Water Park in Concord, NC

Trip Dates: 10/14/24-10/15/24

Montgomery Central High School

Travel Tracker #5030 to Skills USA-Hendersonville, NC
Trip Dates: 2/13/25-2/14/25

Montgomery Central High School

Travel Tracker #5029 to Skills USA-Greensboro, NC

Trip Dates: 4/9/25-4/11/25

3) 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: September 9th, 2024
Subject: Budget Amendment

Attached you will find a budget amendment for your consideration for the year ending June 30, 2024.

Fiscal Year 2023/2024 Budget Amendment # 11

State Funds

1) **No change to the State Budget Fund (Fund 1):**

Local Funds

2) No change to the Local Budget Funds **(Fund 2)**

Federal Funds

3) **No change to the Federal Funds Budget (Fund 3):**

Capital Outlay Funds

4) **An increase of $690,927.00 to the Capital Outlay Budget Fund (Fund 4):**

$690,927.00 increase to PRC 120 (Transportation Expenses) – Each year, the state replaces the district's yellow buses that have excessive mileage. The district enters into a lease agreement to purchase the buses, but the state provides funding to make the lease payment. Even though the state makes the lease payments, the district must enter a budget entry for the cost of the new buses. This entry is made when the buses are received by the district. This year the new yellow buses arrived on June 27th, and the budget entry was not made prior to year-end. This budget amendment is to correct this oversight and amend the 2023-2024 budget by adding a budget entry for the cost of the two new yellow buses in the amount of $690,927.

Child Nutrition

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

Special Local Fund 8

6) No change to the Special Local Fund 8 Budget (Fund 8):

7) Overall, these adjustments resulted in an increase of $690,927.00 to the total 2023 - 2024 budget for Montgomery County Schools.

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

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

Budget Amendment # 11

#8

Montgomery County Administration Unit

The Montgomery County Board of Education at a meeting on the 9th day of September 2024, passed the following resolution:

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2024.

Expense Code	Description of Code	Increase	Decrease
	STATE FUNDS		
	Revenues		
	Net Change in State Revenues	$0.00	
	Expenses		
	Net Change in State Expenses	$0.00	
	Net Change in State Budget	$0.00	
Explanation: Adjustments made for actual revenues and expenditures.			
Total Appropriation in Current Budget			$31,433,203.72
Amount of Increase			$0.00
Total Appropriation in Current Amended Budget			$31,433,203.72

Budget Amendment # 11

#8

Expense Code	Description of Code	Increase	Decrease
	LOCAL FUNDS		
	Revenues		
	Expenses		
	Net Change in Local Revenues	$0.00	
	Net Change in Local Budget	$0.00	
Explanation: Adjustments made for actual revenues and expenditures.			
Total Appropriation in Current Budget			$7,135,922.10
Amount of Increase			$0.00
Total Appropriation in Current Amended Budget			$7,135,922.10

Budget Amendment # 11

#5

Expense Code	Description of Code	Increase	Decrease
	FEDERAL FUNDS		
	Revenues		
	Net Change in Federal Revenues	$0.00	
	Expenses		
	Net Change in Federal Expenses	$0.00	
	Net Change in Federal Budget	$0.00	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$7,423,865.17
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$7,423,865.17

Budget Amendment # 11

#6

Expense Code	Description of Code	Increase	Decrease
	CAPITAL OUTLAY FUND		
	Revenues		
4.4850.120	Lease Purchase yellow bus	$690,927.00	
	Net Change in Capital Outlay Revenues	$690,927.00	
	Expenses		
4.6550.120	Replacement Bus Purchase	$690,927.00	
	Net Change in Capital Outlay Expenses	$690,927.00	
	Net Change in Capital Outlay Budget	$690,927.00	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$5,330,093.59
Amount of Increase	$690,927.00
Total Appropriation in Current Amended Budget	$6,021,020.59

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

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$3,878,343.00
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$3,878,343.00

Budget Amendment # 11

#5

Expense Code	Description of Code	Increase	Decrease
	LOCAL FUND 8		
	Revenues		
	Total Changes in Fund 8 Revenues	$0.00	
	Expenses		
	Total Change in Fund 8 Expenses	$0.00	
	Net Change in Local Fund 8 Budget	$0.00	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$14,933,250.01
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$14,933,250.01

Budget Amendment # 11

#6

Summary of Budget Changes

Previous Budget	$70,134,677.58
State Budget Change	$0.00
Local Budget Change	$0.00
Federal Budget Change	$0.00
Capital Outlay Budget Change	$690,927.00
Child Nutrition Budget Change	$0.00
Fund 8 Budget Change	$0.00
Total Change in Budget	$690,927.00
Current Budget	$70,825,604.58

Passed by majority vote by the Board of Education of Montgomery County on the 9th day of September, 2024.

Chairman, Board of Education

Secretary, Board of Education

MONTGOMERY COUNTY SCHOOLS
Journal Entries Report : Adjusting Entries
06/30/2024

CAPITAL OUTLAY

Entry #	Account/Code	Description	Debit	Credit
1	4.6550.120.551	Replacement bus purchase	690,927.00	
	4.4850.120.000	Lease purchase yellow bus		690,927.00
	To record school buses received per T			
2	4.6550.120.551	Replacement bus purchase	324,916.00	
	4.3400.120.000	School bus revenue		324,916.00
	To record school bus installment purchase payments made per T			
			1,015,843.00	1,015,843.00

4) NCSBA Endorsement:

CHAMPION OF EDUCATION AWARD
2024 Official Endorsement Form

This is to certify that the

Montgomery County Schools Board of Education
Name of Board of Education

has taken official action to endorse its nomination of

Steven W. DeBerry
Nominee Name

for the North Carolina School Boards Association's Champion of Education Award.

Tommy Blake
Board Chair's Signature

Tommy Blake
Print Board Chair's Name

Please submit the information below with the completed endorsement form.
- ❑ One-page narrative
- ❑ Letters of Support (optional)
- ❑ Backup Materials (optional)

Entries must be submitted on or before October 7, 2024.

5) FirstHealth and Montgomery County Schools MOU for 2024-2025:

STATE OF NORTH CAROLINA COUNTY
OF MONTGOMERY

HEALTH CARE AND HEALTH MANAGEMENT SERVICES PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT is made effective as of the 19th day of August 2024, by and between FIRSTHEALTH OF THE CAROLINAS, INC. (hereinafter referred to as "Provider") and MONTGOMERY COUNTY SCHOOLS (hereinafter referred to as "MCS").

WHEREAS, Provider has personnel with professional experience in providing health needs and management of health services to youth and employees; and

WHEREAS, MCS believes it has a responsibility to students and employees who would benefit from such professional expertise provided by Provider.

NOW, THEREFORE, Provider and MSC enter into this agreement to provide health care and health management services, hereinafter referred to as the Montgomery County School Based Health Centers Program ("MCSBHCP"), under the following terms and conditions:

I. SCOPE OF SERVICES

A. Services will be supplied by Provider, acting as an independent contractor, and in accordance with policies and procedures developed jointly by Provider and MCS.

B. MCSBHCP will consist of student and employee health services, including clinical services on-site and/or referral to appropriate Agencies.

C. Specifically, Provider utilizing its current professional staff, and dedicated school health resources by MCS for the contract duration, will provide comprehensive services as a North Carolina **DHHS** credentialed school- based health program based on current and projected needs and on services which MCS is legally required to provide. These activities will include acute medical care for students and staff, comprehensive preventive services to students, as well as preventive services to staff such as immunizations; and other services as mutually agreed upon between MCS and MCSBHCP.

D. The Provider will provide acute and preventive medical care services for students and staff at Montgomery Central High School, West Middle, and East Middle. This will also include telehealth visits generated from the elementary schools which will be facilitated by the designated Montgomery County School nurse for each elementary school served. Telehealth services will also be coordinated with the SBHCs at East and West Middle Schools, based on scheduling and school needs.

E. Provider's personnel will comply not only with all applicable state and federal laws and regulations, but also with applicable MCS Board policies and local school rules.

F. Provider will supply MCS with a report of activities and progress of the MCSBHCP annually.

G. Provider shall be permitted to refer to this program and the contractual agreement between Provider and MCS so long as such publication of such information does not identify any specific student or employee without the prior written permission of the student, parent or employee of MCS.

II. REQUIRED DUTIES OF MCS

A. Supply Provider with information pertinent to school health consistent with all federal, state and local laws, regulations and guidelines.

B. Require the participation of administration, faculty and staff in activities of the MCSBHCP and ensure the compliance of all MCS personnel with the requirements of the MCSBHCP where needed.

C. Provide adequate space for Provider for health care delivery, screening, and consultation when required by Provider.

D. Provide for security of MCSBHCP personnel during regularly scheduled operating hours; and the MCSBHCP will also have policies, procedures and an emergency action plan in place in the event of situations where student, MCS staff and MCSBHCP staff may become endangered.

E. Allow Provider reasonable access to students and employees to fulfill required and requested MCSBHCP services.

III. CONFIDENTIALITY

A. Provider agrees to maintain a system of records on MCS employees and students in accordance with the Privacy Act of 1974, Public Law 93-579, Board policy, Health Insurance Portability and Accountability Act of 1996, and any additional directions or guidelines supplied by MCS from time to time. All medical records of students and staff will be securely maintained in the MCSBHCP electronic medical record, EPIC. All records generated by the MCSBHCP are the property of FirstHealth of the Carolinas.

B. Records, including any information, whether recorded or not, pertaining to the identity, diagnosis or treatment of any MCS employee or student which are maintained in connection with this Provider Agreement shall be confidential, and disclosed only under the following circumstances:

1. Disclosure is authorized in writing by employee or parent or guardian of student to a local health care service provider for the purpose of consultation, evaluation and treatment.
2. Disclosure is required by any applicable statutes, regulations, subpoenas or similar authority.
3. The information requested is limited to the fact that services have been provided to an employee or student including only the status of the referral, unless specifically restricted by law.

IV. COMPENSATION

MCS agrees to pay Provider in lump sum by October 31, 2024 based on presentation of invoice (see Attachment).

2024-2025

$140,000

MCS and Provider will determine the appropriate compensation for any additional services or additional expenses if both parties determine that services are needed.

V. INDEMNIFICATION

Both parties agree to be responsible for the acts of its own employees, officers or agents in the performance or non-performance of duties pursuant to this agreement. Neither party shall indemnify or hold harmless the acts of the other party in the performance of the terms of this agreement.

I. TERM AND TERMINATION

The term of this Agreement shall be from July 1, 2024 until June 30, 2025, except subject to the terms of Section IV for services already rendered, either party may terminate this agreement upon ninety (90) days written notice to the other.

II. REPORTING RELATIONSHIPS OF CONTACTS

Any notice required or permitted under this Agreement to any party shall be deemed sufficiently made in writing and given if personally delivered to or deposited in the United States mail, postage prepaid, as follows:

If directed to PROVIDER: FirstHealth of the Carolinas, Inc.
35 Memorial Drive
Pinehurst, NC 28374
Attn: Beth Morgan

If directed to MCS: Superintendent
Montgomery County Schools PO
Box 427
441 Page Street
Troy, NC 27371-2861

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and the year first written above.

Attest:

Beth Morgan, Regional Director of Operations
FirstHealth Physician Group

FirstHealth of the Carolinas

By: Mark Cobb, COO
FirstHealth Physician Group

Attest:

Dale Ellis, Ed.D, Superintendent
Montgomery County Schools

By: Steven W. Deberry, Chairman
Montgomery County Schools Board of Education

FirstHealth of the Carolinas - Moore Wellness Works **INVOICE**

REMITTANCE ADDRESS:
46 Memorial Drive
Attn: Beth Morgan
Pinehurst NC 28374
Phone 910-715-4273

Bill To:
Montgomery County Schools
PO Box 427
441 Page Street
Troy, NC 27371

Montly Invoicing
August 19, 2024
2024-2025 Academic Year

DESCRIPTION	AMOUNT
School Based Health Services 2024-2025 Academic Ye	140,000.00
TOTAL	$ 140,000.00

Make Checks Payable to FirstHealth of the Carolinas

6) Nursing Services Contract w/Claretta Little:

MONTGOMERY BOARD OF EDUCATION CONTRACT FOR
OCCUPATIONAL THERAPY SERVICES

This contract for NURSING SERVICES is made and entered into September 10, 2024, between the Montgomery County School System (School System) located 441 Page St Troy, NC 27371, and Claretta Little, (Provider) located 244 Highland Dr., Wadesboro, NC, 28170.

For and in consideration of the Claretta Little promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
   - 1.1. Nursing Services for student B. McKoy, Grade 10. Work will be completed during instructional days, M-F, during instructional hours 7:45 AM -2:45 PM, up to 35 hours per week. Provider will fully comply with the terms and conditions of this contract, including any documents incorporated by reference.
   - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this contract will be fully qualified and licensed Registered Nurse (RN) or Licensed Practical Nurse (LPN) possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
   - 1.3. Records Maintenance. The provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
   - 1.4. Billing: Provider will make available for inspection, upon request for inspection, personnel records of its nurses that are providing care to the student. Providers will complete medical logs for billing using the School System approved Medicaid billing program.
2. Obligations of the School System.
   - 2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of $70.00 per hour, up to 35 hrs. per week, with total payments not to exceed $85,000.
   - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
   - 2.3. Montgomery county schools is the only party to this contract and is not acting with another person or another agency, unless sooner terminated as herein provided.
3. Term. The services described in the Contract will be provided from September 10, 2024 through June 6, 2025. Unless sooner terminated as herein provided.
4. Compensation. The School System requires monthly billing and shall process payments to Provider within thirty (30) days of submission of such invoice(s). In the event of a pandemic, inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within thirty (30) days of submission of such invoices. Invoices should be sent to Montgomery Schools, Department of Exceptional Children, 441 Page Street, Troy, NC 23371, or via email to Dr. Takeda LeGrand, executive director of Exceptional Children for review and approval.
8. Contract Funding. It is understood and agreed between Provider and the School System that the School System 's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Provider agrees to maintain Commercial General Liability in amount of $1,000,000 each occurrence, $1,000,000 each occurrence in Personal & Advertising Injury with $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Aggregate. Provider shall maintain $1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain $1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records

who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student

records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student

pose a threat to the safety or well-being of students, school personnel, or others.

15. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

16. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.

17. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Ref01m and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify® system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

18. Compliance with Iran Divestment Act of 2015. Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

19. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Montgomery County Schools Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision, or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

20. Applicable School Board of Education Policies. Provider acknowledges that the Montgomery County Schools has adopted policies governing conduct on School System property and agrees to abide by all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.

21. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.

22. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.

23. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.

24. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.

25. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

26. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

    Exhibit A: Sexual Offender Registry Check Certification Form Exhibit

    B: Copies of all staff credentials

27. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

28. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

29. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

30. Non-disclosure: At all times, both during the term of this agreement and after its termination, Provider, and its employees, officers, and owners will keep in strict confidence and will not disclose any confidential or proprietary information relating to the school or any student at the school, to any person or entity, or to any person or entity, or make use of any such confidential or propriety information for its own purposes or for the benefit of any person or entity, except as may be necessary in the ordinary course of performing its duties under this agreement or under the law.

31. Policies and Procedures: Provider will follow the school systems policies and procedures while providing care in the school setting and during school sponsored activities.

Attachment A

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR OWNER 'S REPRESENTATIVE

Project Name: Nursing Services per IEP Contract: Montgomery Schools /MCHS

Check the appropriate box to indicate the type of check:

X Initial Supplemental Annual

I, Claretta Little, CEO of COMPANY hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all Contractual Personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional Contractual Personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement.

Contractual Personnel Names	Job Title
1. Claretta Little	Registerd Nurse

I attest that the forgoing information is true and accurate to the best of my knowledge.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

Executive Director of Exceptional Children
(Signature & Date)
9/5/24

Claretta Little, RN
Authorized Signature
(Signature & Date)
9/5/24

Superintendent of Schools

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer
(Signature & Date)

CamScanner

Upon return to open session, Chairman DeBerry asked for a motion to adjourn the meeting. Bryan Dozier made the motion with Tommy Blake seconding; the meeting was duly adjourned.

The next regular meeting will be held on Monday, October 7, 2024, at 6:30 pm at the Montgomery County Central Office.

_____	_____
Steven W. DeBerry, Chairman	Dale Ellis, Ed. D., Secretary