**MONTGOMERY COUNTY BOARD OF EDUCATION**
**MINUTES**

**June 2, 2025**

The Montgomery County Board of Education convened in a regular monthly meeting on Monday, June 2, 2025, at 6:30 pm in the Montgomery County Schools Boardroom. Board members present were Anne Evans – Chair, Lynn Epps - Vice Chair, Bryan Dozier, Angela Smith, Isai Robledo, Tommy Blake, and Cindy Taylor.

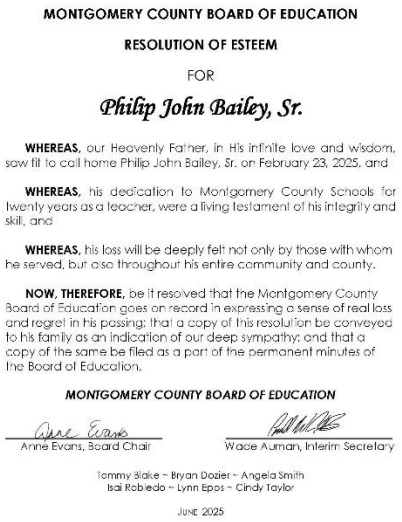
Board Chair Anne Evans called the meeting to order. Ms. Evans moved to adopt the agenda as submitted. Bryan Dozier made the motion with Cindy Taylor seconding. The agenda was accepted with unanimous approval from the board.

Board Chair Anne Evans shared an opening devotion focusing on graduation season with a reading titled "Run with Joy". Joy should never be measured, filtered or held back. Celebrate yourself fully, love out loud, and leap if you feel like leaping. Whether you are crossing a stage, finishing a goal or simply surviving a hard day, you have earned the right to feel proud. Sometimes the most powerful thing you can do is run toward what makes your heart full and throw yourself into it with everything you have.

The Pledge of Allegiance to the Flag of the United States of America was led by Braelyn Howell (4th grade-Page Street Elementary), Chandler Howell (1st grade-Troy Elementary), and Everleigh Howell (Pre-K-Wescare)

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

A Resolution of Esteem for Philip Bailey for his twenty years of service with the Montgomery County Schools was presented to his family. Mr. Bailey passed away on February 23, 2025. Board Chair Evans read the resolution as follows:



**MONTGOMERY COUNTY BOARD OF EDUCATION**

**RESOLUTION OF ESTEEM**

FOR

***Philip John Bailey, Sr.***

**WHEREAS,** our Heavenly Father, in His infinite love and wisdom, saw fit to call home Philip John Bailey, Sr. on February 23, 2025, and

**WHEREAS,** his dedication to Montgomery County Schools for twenty years as a teacher, were a living testament of his integrity and skill, and

**WHEREAS,** his loss will be deeply felt not only by those with whom he served, but also throughout his 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 his passing; that a copy of this resolution be conveyed to his 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***

Anne Evans, Board Chair — Wade Auman, Interim Secretary

Tommy Blake ~ Bryan Dozier ~ Angela Smith
Isai Robledo ~ Lynn Epps ~ Cindy Taylor

JUNE 2025

Board Chair Evans called upon Mr. Wade Auman for recognitions. Mr. Auman then recognized the Teacher of the Year selections for each school. Chris Blake-Candor, Susan Strong-Green Ridge, Nicole Sherrill-Mt. Gilead, Melanie Taylor-Page Street, Amy Ellington-Troy, Samantha Stewart-Star, Kyle Greene-East Middle, Nora Beasley-West Middle, Sarah Talbert-Montgomery Central, Caleb Rushing-Montgomery Early College, and Elizabeth Divine-Montgomery Learning Academy. Mr. Auman also noted that Kyle Greene was selected as Montgomery County Schools District Teacher of the Year and Sarah Talbert was selected as runner-up.

Mr. Auman presented the Classified Employee of the Year recognitions. Those in attendance were presented with a plaque. Teacher Assistant of the Year-Germarian Talley (MCHS), Office Support of the Year-Jennifer Loza (MCHS), Instructional Support of the Year-Wanda Blue (MCEC), Auxiliary Services Employee of the Year-Marsha Chambers (MCEC), Bus Driver of the Year-April Greene (PSES), Custodian of the Year-Jeffrey Douglas (PSES), Data Manager of the Year-Courtney Wilson (TES), and Child Nutrition of the Year-Cassandra Little (MGES).

Board Chair Evans then called upon Dr. Emily Shaw to present the staff year-long perfect attendance for the 2024-2025 school year. Logan Russ (TES), Annie Still (TES) Ruby Parsons (MLA), Adam Cycotte (MCEC), Erin Heyl (MCHS), Kerma Taylor (SES), Jennifer Nance (PSES), Jon LaChance (PSES) Beverly Lassiter (CES), Megan Strong (MGES), Chantelle Campbell (MGES), Kira Hannah (MGES), Vanessa McRae (MGES), Eunice Greene (MGES), Fejelyn Macapobre (GRES), Jackie Baldwin (EMS), Shelby Canady (EMS), and Jennah King (EMS).

Board Chair Evans stated the next item is the consent agenda. It has been requested to hold the consent agenda until after the closed session. The board approved unanimously.

Board Chair Evans called upon Dr. Joanna Perkins for the Butterfly House "Stop Go Tell Curriculum" presentation. Dr. Perkins then turned the presentation over to Amy Yow and Jennifer Parsons to discuss what Butterfly House can offer the students of Montgomery County. Ms. Yow stated that the Butterfly House is a nationally accredited Children's Advocacy Center that works closely with law enforcement, DSS, medical and mental health professionals. These agencies provide referrals on children with any type of reported abuse. Ms. Yow stated that they then complete forensic interviews with each child to get the true facts about what happened in a non-leading, non-suggestive way. They also do victim and family advocacy to get accurate accounts about the family and their history so that they can put the pieces together to provide each child with the proper resources and treatment. There have been a lot of great outcomes, and the prosecution rates have increased. The Stop Go Tell is an informational session presented by the Butterfly House staff to 1$^{st}$ and 5$^{th}$ grade students and is designed to bring awareness to body safety for children. Internet safety is also discussed with the 5$^{th}$ graders. The material is only presented after a permission slip has been sent out and received back by the school. Students also receive take home materials that reinforce learning and help to continue the Stop Go Tell conversations at home. Stop Go Tell empowers children to understand personal body safety, speak up, and identify trusted adults to go to when they feel unsafe. Mr. Auman stated that we currently do not offer the Stop Go Tell Curriculum, but we have seen an increase in Montgomery County referrals to the Butterfly House. Therefore, they reached out to us to present the program to our board for approval to implement the program in the upcoming school year.

Board Chair Evans called upon Dr. Emily Shaw for Policies for approval. Dr. Robledo stated that he had a question regarding policy 1510/4200/7270-School Safety. He referenced updated wording in section C of the policy and asked if an individual from maintenance should accompany the principal for the inspection, however he does not want this to delay the process. Dr. Shaw stated that she would recommend that we approve the policy as presented and then we meet with Mr. Woodard to discuss the addition of an individual from maintenance participating in the inspection. We can then insert our language into the policy to better fit our district. Ms. Evans asked for a motion for approval. Lynn Epps made the motion with Tommy Blake seconding. The motion carried unanimously with the board.

Board Chair Evans then called upon Mr. Wade Auman for the Superintendent's Comments. Mr. Auman stated that we began administering our EOG testing last week and will continue this week. Just wanted to make you aware that all of the North Carolina K-12 schools faced an unexpected challenge last week during the administration of those tests. There was a statewide technical failure in the state's online testing program. It was a significant disruption that occurred in all school districts, and it left students, teachers, and administrators scrambling to adjust. Our schools responded with resilience, patience, and professionalism. In our case the failure happened mid-test, so we were forced to delay those assessments. Statewide over two hundred nine thousand students were affected by the platform outage. We experienced a delay of up to ninety minutes. He expressed his gratitude to the students who, after months of preparation, showed remarkable composure in the face of that uncertain time.

Board Chair Evans then asked for a motion to go into closed session to discuss personnel and consult the board attorney. Bryan Dozier made the motion, with Cindy Taylor seconding. The board approved entering closed session unanimously.

Following closed session, the board approved the following consent agenda with a motion by Bryan Dozier and a second by Cindy Taylor. Dr. Isai Robledo abstained from the vote.

The following items were approved:

1) Board Minutes from May 5, 2025
2) Budget Session Minutes from May 5, 2025
3) Personnel and Auxiliary Report

MONTGOMERY COUNTY SCHOOLS
PERSONNEL REPORT
Dr. Emily Shaw, Assistant Superintendent of Human Resources
June 2, 2025

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

| Resignation/Retirement | School/Assignment | Effective Date |
|---|---|---|
| 1) Erica Suarez Resignation | West Middle Media Assistant | June 7, 2025 |
| 2) Zachary Strong Resignation | Montgomery Central High OCS Except. Childr. Teacher | June 13, 2025 |
| 3) Carol Smith Retirement | Troy Elementary Teacher Assistant/Bus Driver | June 6, 2025 |
| 4) Evoyne Davis Retirement | Montg. Central High Child Nutrition | June 6, 2025 |
| 5) Brenda Shuping Retirement | Green Ridge Elementary Child Nutrition/Bus Driver | July 1, 2025 |
| 6) Jessica Proctor Resignation | Montg. Central High Custodian/Bus Driver | May 14, 2025 |
| 7) Dr. Takeda Legrand Resignation | Montg. County Early Coll. Academic Coach | June 25, 2025 |
| 8) Jessica Lowder Resignation | Central Office CTE Career Specialist | June 14, 2025 |
| 9) Michael Britt Resignation | Green Ridge Elementary Bus Driver | June 6, 2025 |
| 10) Elizabeth Britt Resignation | Page Street Elementary Bus Driver | June 6, 2025 |
| 11) Andrew Fowler Resignation | Montgomery Central High Math Teacher | June 13, 2025 |
| 12) Jessica Livingston Resignation | Mt. Gilead Elementary Guidance Counselor | June 13, 2025 |

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

| Employee/ Effective Date | School/ Assignment | Record Check | Replacing |
|---|---|---|---|
| 1) Alyce Johnson 8/1/2025 | East Middle PE Teacher | Pending | Jack Carpenter |
| 2) Mary Cross 8/1/2025 | East Middle Inclusion Except. Ch. Teacher | Pending | Hailey Adkins |

**c. Upon recommendation, approval of principal recommendation for employment of the following *probationary* contract for the currently employed personnel for the 2024-2025 school year as provided by General Statute 115C-325:**

Mandy Georgopul, West Middle School, Inclusion Math Teacher

**d. Upon recommendation, approval of principal recommendation for employment of the following *interim* contract for the currently employed personnel for the 2024-2025 school year as provided by General Statute 115C-325:**

Toni Callicutt, West Middle School, Exceptional Children/Self Contained Teacher

**e. Upon recommendation, approval of principal recommendation for employment of the following *one-year* renewal contracts for the 2025-2026 school year as provided by General Statute 115C-325:**

| **Green Ridge Elementary:** | |
|---|---|
| Jacqueline Chunn | Kristin Holmes |
| Colby Garner | Dena Roberts |
| Sarah Thaxton | |

| **Montgomery County Early College:** | Sharia Barber |
|---|---|

| **Montgomery Learning Academy:** | |
|---|---|
| Kimberly Turner | Hannah Reynolds |

| **Mt. Gilead Elementary:** | |
|---|---|
| Alexzandria Ingram | Kira Hannah |
| Justice Parker | Christina Pittman |
| Felicia Ridenhour | Calista Korzelius |

| **Page Street Elementary:** | |
|---|---|
| Monique Santiago | Madisen Spears |
| Nikimia Ratliff | Aaron Wright |
| Melanie Taylor | |

| **Star Elementary:** | Candace Biles-Lee |
|---|---|
| Jessica Hamilton | Lashonda Douglas |

| **Troy Elementary:** | |
|---|---|
| Abigail Amundson | Jessica Batten |
| Logan Russ | Tressie Sargent |
| Ashley Shea | Jackson Garner |
| Shannon Parsons | Evelyn Woody |

| **Candor Elementary:** | |
|---|---|
| Sara Comer | Carrie Lassiter |
| Caitlin Singleton | Catherine Wooley |
| Anna Bottcher | Megan Kitchen |
| Summer Morton | Sarah Sherrill |

| **East Middle School:** | |
|---|---|
| Kylie Blankenship | Grace Reynolds |
| Shelby Canady | Tashaunda Ryan |
| Brittany Gingerich | Bonnie Sides |
| Jennifer Haywood | Travis Talley |
| Jackie Jackson | Quentin Wall |
| Donald Mabe | Jeanette Williams |

| **West Middle School:** | |
|---|---|
| Toni Callicutt | Joshua Joyce |
| Amy Garner | Tashiana McBride |
| Mandy Georgopul | Christian Pena-Munoz |
| Rayven Sheppard | Natalie Smith |
| Gail Vaughan | Cody Williams |

| **Montgomery Central High:** | |
|---|---|
| Annette Ammons | Kaleb Barlow |
| Chloe Bray | Tyler Brown |
| Randy Chappell | Francisco Cortes |
| Ryan Cushing | Erin Heyl |
| Jasmine Goins | Page Lassiter |
| Jamie Lynthacum | Rhonda Perkins |
| Chesley Smith | Caroline Steed |
| Rachel Temple | |

**f. Upon recommendation, approval of principal recommendation for employment of the following *two-year* renewal contracts for the 2025-2026 school year as provided by General Statute 115C-325:**

| **Green Ridge Elementary:** | Kimberly Cranford |
|---|---|

| **Candor Elementary:** | Yana Stevenson |
|---|---|

| **East Middle:** | |
|---|---|
| Jeanne Black | Kristie Blankenship |
| Susie Boros | Chris Calfahan |
| Jack Carpenter | Kyle Greene |
| Grant Hinson | Gabriel Moore |
| Sabel Robledo | Jocelyn Smith |
| Mythli Veerasurla | |

| **Mt. Gilead Elementary:** | Megan Strong |
|---|---|

| **Star Elementary:** | |
|---|---|
| Laura Hannaford | Marcia McBride |

| **West Middle:** | |
|---|---|
| Craig Wright | David Parsons |

| **Troy Elementary:** | |
|---|---|
| Gaylynn Denver | Quelyn Voorhees |

| **Montgomery Central High:** | |
|---|---|
| Amy Dahl | Henry Bustle |
| Damasia Dumas | Rebekah Moore |
| Daniel Norwood | Mia Todarello |

**g. Upon recommendation, approval of principal recommendation for employment of the following *four-year* renewal contracts for the 2025-2026 school year as provided by General Statute 115C-325:**

| **Candor Elementary:** | Ayleen Padilla |
|---|---|

| **Mt. Gilead Elementary:** | |
|---|---|
| Barbie Blake | Nicole Sherrill |

| **Page Street Elementary:** | Amanda Thompson |
|---|---|

| **Green Ridge Elementary:** | Michelle Comer |
|---|---|

| | |
|---|---|
| **West Middle School:** | |
| Kenneth Lynthacum | Caitlin Wolf |
| **Star Elementary:** | Rhonda Mashburn |
| **Troy Elementary:** | Megan Epps |
| **Montgomery Learning Academy:** | Elizabeth Divine |
| **Student Services:** | |
| Joseph Korzelius | Lauren Williams |

**h. Upon recommendation, approval of principal recommendation for employment of the following probationary contracts for the 2025-2026 school year as provided by General Statute 115C-325:**

| Employee/ Effective Date | School/ Assignment | Record Check | Replacing |
|---|---|---|---|
| 1) Rebecca Gibson 8/1/2025 | Candor Elementary Guidance Counselor | Yes | Debra Sikes |
| 2) Jasmine Cox 8/1/2025 | Various Locations Itinerant Ex. Child. Pre-K | Yes | Hollie Ritter |

**i. Report the following transfers:**

| Transfer/ Effective Date | From | To | Replacing |
|---|---|---|---|
| 1) Susan Hinson 6/3/2025 | Candor Elem. Child Nutr. Sub. | Candor Elem. P.T. Child Nutr. | |
| 2) Jocelyn Smith 8/1/2025 | East Middle Med. Tech Teacher | Montg. Central High Health Science Teacher | Jodi Cole |
| 3) Kesha Collins 5/6/2025 | Mt Gilead Elem. Interim Principal | Mt. Gilead Elem. Principal | Jamese Black |
| 4) Kelly Kennedy 8/1/2025 | Green Ridge Elem. Instr. Facilitator | West Middle PPEERS Intern AP (1yr position) | |
| 5) Angela Avant 8/1/2025 | Green Ridge Elem. Teacher | Montg. Central High PPEERS Intern AP (1yr position) | |
| 6) Danny Parks 5/1/2025 | Central Office Dual Foreman | Central Office Assistant Facilities Director | |
| 7) Jed Scott 5/1/2025 | Central Office Painter | Central Office Locksmith/General Maint. | |
| 8) Jimmy Medlin 5/6/2025 | Montg. Central High P.T. Child Nutr. | Central Office General Maintenance | |

**j. Upon recommendation, approval of the following administrative contracts:**

**Principal**-Annual 12-month term commencing July 1, 2025, and ending June 30, 2029

- Emily Dunn, Green Ridge Elementary School
- Jessalyn Spell, Troy Elementary School

**Assistant Principal –** Annual 11-month term commencing July 1, 2025, and ending June 30, 2029

- Toby McLaurin, Montgomery Central High School
- Kirk Watts, Montgomery Learning Academy
- Sabrena Moore, Montgomery Central High School

**Administrator** – Annual 12-month term commencing July 1, 2025 and ending June 30, 2029

- Amanda Deaton, Director of Accountability & Quality

**k. Superintendent reports the following termination of employes:**

| Employee | School/Assignment | Effective Date |
|---|---|---|
| Bianca Green | West Middle School, TA/Bus Driver | June 6, 2025 |
| Dabreka Richardson | West Middle School, TA/Bus Driver | June 6, 2025 |

**MONTGOMERY COUNTY SCHOOLS**
**AUXILIARY REPORT**
**JUNE 2ND, 2025**

The following overnight field trips are requested:

**Montgomery Central High School-**

Travel Tracker # 5452-FFA State Convention

500 S Salisbury St, Raleigh, NC, USA

Trip Dates: 6/24/2025-6/26/2025

**Montgomery Central High School-**

Travel Tracker #5464-FFA Officer Retreat

49104 Morrow Mountain Rd, Albemarle, NC 28001, USA

Trip Dates: 7/30/2025-7/31/2025

**Upon recommendation, approval of release from Montgomery County Schools requested for the 2025-2026 school year.**

**Montgomery County Schools to Moore County Schools**

**Montgomery County Schools to Randolph County Schools**

-

# 4) Budget Amendment

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

**Attached you will find a budget amendment for your consideration for the year ending June 30, 2025.**

## Fiscal Year 2024/2025 Budget Amendment # 8

**State Funds**

**1) An increase of $473,048.90 to the State Budget Fund (Fund 1):**

$23,373.90 increase to PRC 081 (Transportation for Homeless) – The district received funding to reimburse the district for transportation expenses of homeless and foster care students.

$475.00 increase to PRC 255 (National Board Certification Support) – The district received funds to reimburse a teacher for National Board Certification fees.

$449,200.00 increase to PRC 009 (Non-Contributory Employee Benefits) – When an employee retires, they are paid for their unused annual leave, personal leave, and longevity pay. If the employee's salary is paid with state funds, the state will pay for the Non-Contributory Employee Benefits payout. The state does not automatically fund this PRC, so it is budgeted at year end based on an estimate of how much the district will spend.

$41,030.00 increase in PRC 014 (CTE Program Expenses) and a $41,030.00 decrease in PRC 013 (CTE Months of Employment) – The CTE Months of Employment allotment is where the district's CTE personnel are paid from. The district has the flexibility to transfer any unused months of employment to PRC 014 where they can be used for Program Expenses. No new funding was received.

**Local Funds**

**2) An increase of $536,942.58 to the Local Fund Budget (Fund 2)**

$22,740.68 increase to PRC 002 (Central Office Expenses) – In order to pay for the cost of the superintendent search through the State Board of Education, the budget was increased with funds taken from Fund 2 fund balance.

$514,201.90 increase to PRC 802 (Student Laptops) – student laptops were purchased at the end of the 2024 fiscal year. The order was not completely filled until April of 2025. This amendment is to establish the budget for this purchase and will be funded from fund balance.

**Federal Funds**

**3) An increase of $202,666.00 to the Federal Funds Budget (Fund 3):**

**Beginning this year, the district is required to implement a change in the way federal funds are reported. When the district receives federal grants, funds are typically available to the district for 27 months. For this reason, federal funds can be carried over for up to two years. In the past, the district combined previous funding with new funding into one budget, but beginning this year, the district must create a separate budget for each year's funding. For example, PRC 060 might have Budget Year 2023 funding, Budget Year 2024 funding and Budget Year 2025 funding whereas in the past we could lump all the funding into one budget.**

$4600.00 increase to PRC 060 Year 2025 (Exceptional Children Funds) – The state reconciled the balances in the federal grants and either allotted any surplus funding or reverted any deficit funding to the districts. For PRC 060, the district received an additional $4600.00.

$198,000.00 increase to PRC 144 Year 2025 (School Based Mental Health Funds) – The district was awarded a special 3-year grant to fund the salaries of two social workers, purchase supplies and provide professional development.

**Capital Outlay Funds**

**4) An increase of $32,523.32 to the Capital Outlay Budget Fund (Fund 4):**

$5500.00 increase to PRC 802.06 (Capital Outlay Expenses) – The central office is having trees removed at Candor Elementary for security purposes.

$4174.39 increase to PRC 802.06 (Capital Outlay Expenses) – These funds were used to replace the HVAC system at Candor Elementary.

$6800.00 increase to PRC 802.07 (Capital Outlay Expenses) – These funds were used to remove a building at Candor Elementary.

$16,048.93 increase to PRC 802.08 (Capital Outlay Expenses) – These funds were used to replace one of the district lawnmowers that was beyond repair.

**Child Nutrition**

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

**Special Local Fund 8**

**6) An increase of $37,223.85 to the Special Local Fund 8 Budget (Fund 8):**

$37,223.85 increase to PRC 181 (Retention Bonus) – The amount of the annual retention bonus to be paid in June will cost approximately $537,223.85. The county has provided $500,000 for this bonus and the remaining balance will be funded from the Fund 8 fund balance.

$5877.00 increase to PRC 382, 6000 purpose code (PIM Grant District Level Expenses) and a corresponding decrease of $5877.00 to PRC 382, 5000 purpose code (PIM Grant School Level Expenses). This was a correction for funds that were originally budgeted at the school level that should have been budgeted for district level expenses. There was no change in total funding. Because the funds were transferred within the same budget, this is usually not a budget amendment, but because it involved moving funds from one purpose code, 5000, to a different purpose code, 6000, it had to be treated as a budget amendment.

**7) Overall, these adjustments resulted in an increase of $1,282,338.65 to the total 2024 - 2025 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 # 8

#6

Montgomery County Administration Unit

The Montgomery County Board of Education at a meeting on the 2nd day of June 2025 passed the following resolution:

**Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2025.**

| Expense Code | | Description of Code | | Increase | Decrease |
|---|---|---|---|---|---|
| | | **STATE FUNDS** | | | |
| | | **Revenues** | | | |
| 1.3100 | | State Revision #91 PRC 081 | | $23,373.90 | |
| 1.3100 | | State Revision #92 PRC 255 | | $475.00 | |
| 1.3100 | | PRC 009 | | $449,200.00 | |
| | | **Net Change in State Revenues** | | **$473,048.90** | |
| | | **Expenses** | | | |
| 1.6000.081 | | Transportation -Homeless Children | | $23,373.90 | |
| 1.5000.255 | | National Boards Reimbursement | | $475.00 | |
| 1.5000.009 | | Non-Contributory Employee Benefits | | $205,000.00 | |
| 1.6000.009 | | Non-Contributory Employee Benefits | | $234,000.00 | |
| 1.7000.009 | | Non-Contributory Employee Benefits | | $10,200.00 | |
| 1.5000.013 | | CTE Months of Employment | | | $41,030.00 |
| 1.5000.014 | | CTE Programming Expenses | | $14,405.40 | |
| 1.6000.014 | | CTE Programming Expenses | | $26,624.60 | |
| | | **Net Change in State Expenses** | | **$473,048.90** | |
| | | **Net Change in State Budget** | | **$473,048.90** | |
| **Explanation: Adjustments made for actual revenues and expenditures.** | | | | | |
| **Total Appropriation in Current Budget** | | | | | **$31,808,052.00** |
| **Amount of Increase** | | | | | **$473,048.90** |
| **Total Appropriation in Current Amended Budget** | | | | | **$32,281,100.90** |

## Budget Amendment # 8

#6

| Expense Code | Description of Code | Increase | Decrease |
|---|---|---|---|
| | **LOCAL FUNDS** | | |
| | **Revenues** | | |
| 2.4910. | Fund Balance | $22,740.68 | |
| 2.4910 | Fund Balance | $514,201.90 | |
| | | | |
| | **Expenses** | | |
| 2.5000.660 | Central Office Administration | $22,740.68 | |
| 2.5000.660 | Student Laptops | $514,201.90 | |
| | | | |
| | Net Change in Local Revenues | $536,942.58 | |
| | **Net Change in Local Budget** | **$536,942.58** | |

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

| | |
|---|---|
| **Total Appropriation in Current Budget** | **$7,533,867.56** |
| **Amount of Increase** | **$536,942.58** |
| **Total Appropriation in Current Amended Budget** | **$8,070,810.14** |

## Budget Amendment # 8

#6

| Expense Code | Description of Code | Increase | Decrease |
|---|---|---|---|
| | **FEDERAL FUNDS** | | |
| | **Revenues** | | |
| 3.3600.060 | PRC 060 Yr 5 Exceptional Children | $4,600.00 | |
| 3.3600.144 | PRC 144 School Based Mental Health | $198,000.00 | |
| | | | |
| | **Net Change in Federal Revenues** | **$202,600.00** | |
| | **Expenses** | | |
| 3.5000.060 | PRC 060 Yr 5 Exceptional Children | $3,841.33 | |
| 3.6000.060 | PRC 060 Yr 5 Exceptional Children | $758.67 | |
| 3.5000.144 | PRC 144 School Based Mental Health | $198,000.00 | |
| | | | |
| | **Net Change in Federal Expenses** | **$202,600.00** | |
| | ***Net Change in Federal Budget*** | **$202,600.00** | |

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

| | |
|---|---|
| **Total Appropriation in Current Budget** | **$4,424,261.08** |
| **Amount of Increase** | **$202,600.00** |
| **Total Appropriation in Current Amended Budget** | **$4,626,861.08** |

## Budget Amendment # 8

#6

| Expense Code | Description of Code | Increase | Decrease |
|---|---|---|---|
| | **CAPITAL OUTLAY FUND** | | |
| | **Revenues** | | |
| 4.4000.802.6 | Capital Outlay Tree Removal Candor Elementary | 5,500.00 | |
| 4.4000.802.6 | Capital Outlay New HVAC system Candor Elementary | 4,174.39 | |
| 4.4000.802.7 | Capital Outlay Building Removal Candor Elementary | 6,800.00 | |
| 4.4000.802.8 | Capital Outlay Purchase New Lawnmower | 16,048.93 | |
| | | | |
| | **Net Change in Capital Outlay Revenues** | **$32,523.32** | |
| | **Expenses** | | |
| 4.9000.802.6 | Capital Outlay Tree Removal Candor Elementary | 5,500.00 | |
| 4.9000.802.6 | Capital Outlay New HVAC system Candor Elementary | 4,174.39 | |
| 4.9000.802.7 | Capital Outlay Building Removal Candor Elementary | 6,800.00 | |
| 4.9000.802.8 | Capital Outlay Purchase New Lawnmower | 16,048.93 | |
| | | | |
| | **Net Change in Capital Outlay Expenses** | **$32,523.32** | |
| | **Net Change in Capital Outlay Budget** | **$32,523.32** | |

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

| | |
|---|---|
| **Total Appropriation in Current Budget** | **$4,095,152.42** |
| **Amount of Increase** | **$32,523.32** |
| **Total Appropriation in Current Amended Budget** | **$4,127,675.74** |

| 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** | **$4,100,580.00** |
| **Amount of Increase** | **$0.00** |
| **Total Appropriation in Current Amended Budget** | **$4,100,580.00** |

## Budget Amendment # 8

#6

| Expense Code | Description of Code | Increase | Decrease |
|---|---|---|---|
| | **LOCAL FUND 8** | | |
| | **Revenues** | | |
| 8.4910. | Retention Bonus in excess of county funding | 37,223.85 | |
| | | | |
| | Total Changes in Fund 8 Revenues | **37,223.85** | |
| | **Expenses** | | |
| 8.5000.382 | PIM Grant | | 5,877.00 |
| 8.6000.382 | PIM Grant | 5,877.00 | |
| 8.5000.181 | Retention Bonus in excess of county funding | 37,223.85 | |
| | | | |
| | **Total Change in Fund 8 Expenses** | **37,223.85** | |
| | **Net Change in Local Fund 8 Budget** | **37,223.85** | |

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

| | |
|---|---|
| **Total Appropriation in Current Budget** | **$16,840,638.90** |
| **Amount of Increase** | **$37,223.85** |
| **Total Appropriation in Current Amended Budget** | **$16,877,862.75** |

***Summary of Budget Changes***

| | |
|---|---|
| **Previous Budget** | **$68,802,531.96** |
| State Budget Change | $473,048.90 |
| Local Budget Change | $536,942.58 |
| Federal Budget Change | $202,600.00 |
| Capital Outlay Budget Change | $32,523.32 |
| Child Nutrition Budget Change | $0.00 |
| Fund 8 Budget Change | $37,223.85 |
| ***Total Change in Budget*** | ***$1,282,338.65*** |
| **Current Budget** | **$70,084,870.61** |

Passed by majority vote by the Board of Education of Montgomery County on the 5th day of May, 2025.

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 Taylor

Date: June 2, 2025

Subject: Agenda Item (Section – Consent Agenda)

## Interim Budget Resolution

The Board is being asked to adopt a 2025-2026 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 1st, 2025 and the adoption of the State Budget. Approval of the 2025-2026 Interim Budget Resolution will allow Montgomery County Schools to continue with normal business operations until enough information is available to present the final 2025-2026 Budget for approval. It is anticipated that this will occur at the September or October 2025 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) Distribution Request – Candor Elementary Roof

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

**6/2/2025**

**Attached is the distribution request form related to the Needs Based Public School Capital Fund grant received by the district from the state to perform renovations to our school buildings. This request relates to the roof at Candor Elementary being replaced. This request is for the next installment in the amount of $20,670.50.**

**This form requires the Board of Education Chair to sign.**

**Please let me know if you have any questions.**

**Mitch Taylor**
**Finance Officer**
**Montgomery County Schools**

**DISTRIBUTION REQUEST**
**NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND**
**NORTH CAROLINA EDUCATION LOTTERY**
**Date of Request:** 6/2/2025

| OFFICE USE ONLY |
|---|
| Approved: |
| Date: |

County: Montgomery
Address: 102 Spring St Troy, NC 27371
LEA: Montgomery County Schools
Address: 441 Page St Troy, NC 27371

Contact Person: Frankie Maness
Title: County Manager
Phone: 910-576-6511
Email: mitch.taylor@montgomery.k12.nc.us

Project Title: Candor Elementary School - Needs Based Capital Improvement Grant
Project Address: 414 S Main St Candor, NC 27229

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. ***Do Not use this Distribution Request Form for lease payments.***

| **Total Project Costs** *(per signed agreement)* | State Grant | | Local Match | | Total |
|---|---|---|---|---|---|
| Planning / Design | $ 139,952.10 | + | $ 8734.00 | = | $ 174,686.00 |
| Construction | $ 847,036.00 | + | $ 47,212.80 | = | $ 944,248.00 |
| Other | $ 0 | + | $ 0 | = | $ 0 |
| Total | $ 1,062,987.00 | + | $ 55,947.80 | = | $ 1,118,934.00 |

Design Firm: Hal Engineers Inc
Date of Design Contract: 2/18/2025 — Bid Date [ X actual estimated]:
General Contractor: Rike Roofing Services, Inc — Date of Construction Contract: 2/18/2025
Construction Start Date [ x actual estimated]: 4/11/2025 — Completion Date [ actual estimated]: 6/30/2025

**Local Matching Fund Requirement:** 1:1 | 1:3 ---- or ---- 0% | X 5% | 15% | 25% | 35%

Source(s) of matching funds: County capital outlay funds

| **Project Costs (as of date):** 6/2/2025 | State Grant | | Local Match | | Total |
|---|---|---|---|---|---|
| Planning / Design | $ 7600.00 | + | $ 400.00 | = | $ 8000.00 |
| Construction | $ 268,543.89 | + | $ [illegible] | = | $ 282,677.78 |
| Other | $ 0 | + | $ 0 | = | $ 0 |
| Total | $ 276,143.89 | + | $ 14,533.89 | = | $ 290,677.78 |

| **Grant Funds Requested** | All Prior Requests | | This Request | | Total |
|---|---|---|---|---|---|
| Planning / Design | $ 7600.00 | + | $ 0 | = | $ 7600.00 |
| Construction | $ 247,873.39 | + | $ 20,670.50 | = | $ 268,543.89 |
| Other | $ 0 | + | $ 0 | = | $ 0 |
| Total | $ 255,473.39 | + | $ 20,670.50 | = | $ 276,143.89 |

**Supporting Documentation:** *At DPI's request, submit documentation to DPI substantiating project expenditures identified here.*

**Reporting Requirements**
We, the undersigned, agree to submit a report describing the progress of this project, including State and local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.

[Signature - Chair, County Commissioners] [Date]

[Signature - Chair, Board of Education] 06/02/25 [Date]

Rev: 09/07/2022

## 7) School Nutrition Services and Rollovers 2025-2026

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: Wade Auman

FROM: Donnie Lynthacum
Director of Child Nutrition

DATE: June 2, 2025

Re: 2025-2026 School Nutrition Services and Rollovers

SUBJECT: CONSENT AGENDA

My recommendation for the following:

Food, Supplies & Snack Bid: *US Foods*
Milk: *Maola/Marva Maid Dairy*
Food Service & Sanitation Service: *SFS PAC*
Ice Cream: *Harshey Creamery*
Bread: *Flowers Bakery of Jamestown, LLC*
Pest Control: *Montgomery Pest Control*
Grease Trap Service: *Kearns Pumping Service*
Produce: *R & 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 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.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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

## 8) Child Nutrition Procurement Plan



**MONTGOMERY COUNTY BOARD OF EDUCATION**
**2025-2026**
**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: 06/02/25

Superintendent of Schools — Date: 6/3/2025



**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, selection 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 a/an:

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

An IFB will be used when the sole criteria for awarding a contract to 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. Benefits 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 plus 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.

6. 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 if 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 criterion 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 criterion 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 agricultural 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, signifying 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 entities 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 feature. 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 contact 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 contractors 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 16 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 this 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 DIVESTMENT ACT (as modified). N.C.G.S. 147- 86.59 which stipulates that before entering into any contact, 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/OpenGovernment/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 one-page document and attach it to the solicitation document/contract prior to executing the contract. \

F. Should the Montgomery County Board of Education BOD 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 adhered to 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 purchaser(s) specified
- ____ Detailed 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 product/service)
- ____ 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
- ____ Oher 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 ethical practices



**Procurement Checklist (continued)**

- ____ Escalation/de-escalation clause
- ____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- ____ Contract Extension or "roll-over" clause if warranted
- ____ Buy American statement and instructions
- ____ Bid/proposal protest procedures
- ____ Remedy for non-performance/termination of contract
- ____ HUB statement to involve minority business where possible
- ____ "Equal Employment Opportunity" compliance statement ($10,000+)
- ____ Energy Policy and Conservation Act statement
- ____ Clean Air/Water Act statement ($100,000+)
- ____ Civil Rights Act statement
- ____ Compliance with the Jessica Lunsford Act
- ____ Return of Discounts, Credits and Rebates to SFA statement
- ____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
- ____ Method of shipment/delivery requirements
- ____ Method of payment, invoices, statements, etc.
- ____ Purchase instrument to be used and how vendor will receive purchase orders
- ____ Bid certification form
- ____ Other State or local requirements
- ____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
- ____ Product specifications (approved brand and/or equivalent)
- ____ Quantity
- ____ Quality
- ____ Packaging
- ____ Pricing (unit and extended)
- ____ Procedure for documenting/pre-approving any substitutions and/or deviations
- ____ Other local requirements

**Documentation and Records:**

- ____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
- ____ Comparison charts to document procurement decisions and contract awards
- ____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
- ____ Copies of contract award/non-award letters
- ____ Copies of advertisements for solicitation of good/services
- ____ Determination/document of correct procurement method used
- ____ Evaluation of escalation/de-escalation clause
- ____ Evaluation of Contract Extension/Amendment (roll-over clause)

**Procurement Checklist (continued)**



- ____ Evaluation/documentation of contract re-negotiations/changes to original contract at 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 procedure 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 where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained
- ____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means *of piggybacking* onto another SFA's solicitation document
- ____ Invoices/payments for items purchased with school nutrition funds
- ____ Documentation of any contractor performance or breach of contract from vendors
- ____ Provision requiring the SFA to abide with the Iran Divestment Act of 2015, 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.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.

# 9) Coolin Tower Replacement Proposal and Contract – Candor Elementary

Cooling Tower Replacement – Candor Elementary School

- Replacing original equipment
- Mechanical drawings and specifications administered by North Carolina Department of Public Instruction
- Funding: State via needs-based capital grant
- Bids opened May 23, 2025
- Recommendation to award to Boiler Masters, Inc @ $162,000

**PROPOSAL AND CONTRACT**
**Replacement of Cooling Tower**
**Montgomery County Schools – Candor Elementary School**
**DPI Project Number 24030**

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Montgomery County Schools for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents and the following Addenda:

Addendum Nr.____Dated_____ Addendum Nr.____Dated_____

Addendum Nr.____Dated_____ Addendum Nr.____Dated_____

**BASE BID:** One Hundred Sixty Two Thousand DOLLARS $ 162,000.00 + 00/100

Respectively submitted this 23 day of MAY 2025

BOILER MASTERS INC.
***(Name of firm or corporation making bid)***

Federal ID#: 56-1287200 Contractor Lic. Nr. 10313

Witness: By: MARLIN H. HARGETT, JR.

N/A Title: VICE PRESIDENT
***(Proprietorship or Partnership)*** ***(Owner,Partner,Pres. or VP)***

Attest: Address: PO BOX 16105
GREENSBORO, NC 27416

By: NATHAN FARNARD ***(Corporate Seal)***

Title: ASST SECRETARY
***(Corp.Sec./Ass't Sec.)***

**ACCEPTED:** **Montgomery County Schools**
***(Agency/Institution)***

BY: Jane Evans TITLE: MCS Board Chair

DATE: 06/02, 2025

**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT _____

Boiler Masters Inc. as

principal, and The Ohio Casualty Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Montgomery County Schools as obligee,

in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 23rd day of May, 2025

WHEREAS, the said principal is herewith submitting proposal for

Cander Elementary Cooling Tower Replacement

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Boiler Masters Inc. (SEAL)

By: MARLIN H.HARGETT,JR.-VICE PRESIDENT (SEAL)

(SEAL)

The Ohio Casualty Insurance Company (SEAL)

By: Heather Segrist (SEAL)
Heather Segrist, Attorney-In-Fact

Seal No. 8147

FORM OF BID BOND

---

Liberty Mutual SURETY

**POWER OF ATTORNEY**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No 8213261-018037

**KNOW ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam Pignatello, Bobbi D. Pendleton, Chelsea Comer, Christina Worrells, David K. Liggett, Heather Segrist, Julia Allen, Julia C. McElligott, Kenneth J. Peeples, Margo G. Roberts

all of the city of Durham state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangara, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss:

On this 4th day of March, 2025 before me personally appeared Nathan J. Zangara, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangara, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 23 day of May, 2025.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LIMIC IOCIC IWAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residential real estate transactions.

For verification of Power of Attorney (POA) validation inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

10) Boiler Replacement Proposal and Contract – Mt. Gilead Elementary

Boiler Replacement – Mt. Gilead Elementary School

- Replacing original equipment
- Mechanical drawings and specifications administered by North Carolina Department of Public Instruction
- Funding: County ¼ cent sales tax fund
- Bids opened May 23, 2025
- Recommendation to award to Boiler Masters, Inc @ $112,000

**PROPOSAL AND CONTRACT**
**Replacement of Boiler**
**Montgomery County Schools – Mt Gilead Elementary School**
**DPI Project Number 24031**

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the Montgomery County Schools for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents and the following Addenda:

Addendum Nr 01 Dated 5/19/25 Addendum Nr ____ Dated ____

Addendum Nr ____ Dated ____ Addendum Nr ____ Dated ____

**BASE BID:** One Hundred Twelve Thousand DOLLARS $ 112,000.00

Respectively submitted this 23 day of MAY 2025

BOILER MASTERS INC.
***(Name of firm or corporation making bid)***

Federal ID#: 56-1287200 Contractor Lic. Nr. 10313

Witness: By: MARLIN H.HARGETT,JR

N/A Title: VICE PRESIDENT
***(Proprietorship or Partnership)*** ***(Owner,Partner,Pres. or VP)***

Attest: Address: PO BOX 16105
GREENSBORO, NC 27416

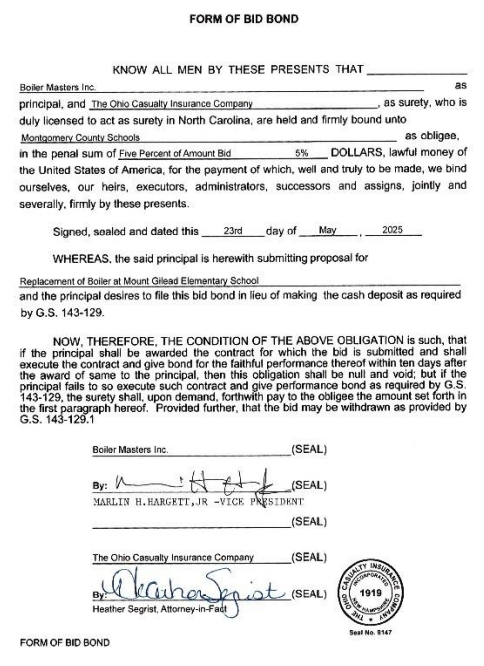
By: NATHAN HARWARD ***(Corporate Seal)***

Title: ASST SECRETARY
***(Corp.Sec./Ass't Sec.)***

**ACCEPTED:** Montgomery County Schools
***(Agency/Institution)***

BY: Anne Evans TITLE: MCS Board Chair

DATE: 06/02, 2025



**FORM OF BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT _____

Boiler Masters Inc. as

principal, and The Ohio Casualty Insurance Company, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

Montgomery County Schools as obligee,

in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 23rd day of May, 2025

WHEREAS, the said principal is herewith submitting proposal for

Replacement of Boiler at Mount Gilead Elementary School

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Boiler Masters Inc. (SEAL)

By: (SEAL)

MARLIN H.HARGETT,JR -VICE PRESIDENT

(SEAL)

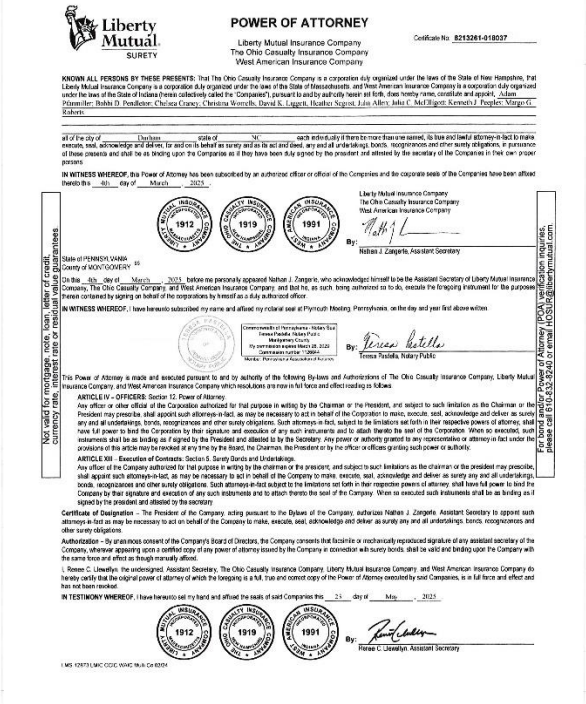
The Ohio Casualty Insurance Company (SEAL)

By: (SEAL)

Heather Segrist, Attorney-in-Fact

Seal No. 8147

FORM OF BID BOND



Liberty Mutual SURETY

**POWER OF ATTORNEY**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8213261-018037

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam Pümmiller; Bobbi D. Pendleton; Chelsea Craney; Christina Worrells; David K. Liggett; Heather Segrist; John Alley; John C. McElligott; Kenneth J. Peoples; Margo G. Roberts

all of the city of Durham state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2028
Commission number 1126804
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 23 day of May, 2025.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bonds with Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Board Chair Evans 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, July 14, at 6:30 pm at the Montgomery County Central Office.

Anne Evans, Board Chair

Karen Roseboro, Ed. D.,Secretary