MONTGOMERY COUNTY BOARD OF EDUCATION
MINUTES

August 4, 2025

The Montgomery County Board of Education convened in a regular monthly meeting on Monday, August 5, 2024, at 6:30 pm in the Montgomery County Schools Boardroom. Board members present were Anne Evans– Board Chair, Lynn Epps – Vice Chair, Angela Smith, Isai Robledo, Tommy Blake, Cindy Taylor and Bryan Dozier.

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

Board Chair Anne Evans read a passage. The beginning of a new school year is more than just lessons and schedule, it is a new start to build, shape and inspire. Each new school year is a reset with new faces, challenges, and potential. This is the beginning of new growth and cultivation of futures. Whether you are leading a class, preparing meals, cleaning hallways, or supporting students behind the scenes, you are part of the mission. Let this year be a reminder that every beginning holds the promise of transformation.

Board Chair Evans led the Pledge of Allegiance to the Flag of the United States of America.

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

Board Chair Evans called upon Vice-Chair Lynn Epps for the presentation of a Resolution of Esteem for Betty Oliver. A Resolution of Esteem was presented to her family for her twenty-two years of service with the Montgomery County Schools. Ms. Oliver passed away on February 23, 2025. Vice-Chair Epps read the resolution as follows:


MONTGOMERY COUNTY BOARD OF EDUCATION

RESOLUTION OF ESTEEM

FOR

Betty Anne Oliver

WHEREAS, our Heavenly Father, in His infinite love and wisdom, saw fit to call home Betty Anne Oliver on February 23, 2025, and

WHEREAS, her dedication to Montgomery County Schools for twenty-two years as a school secretary and bookkeeper were a living testament of her integrity and skill, and

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

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

MONTGOMERY COUNTY BOARD OF EDUCATION

Lynn Epps
Lynn Epps, Vice - Chairperson

Dr. Karen Roseboro
Karen Roseboro, Ed. D., Secretary

Tommy Blake - Bryan Dozier - Angela Smith
Isai Robledo - Anne Evans - Cindy Taylor

August 2025

Board Chair Evans then stated that the next item on the agenda was the consent agenda. Board Chair Evans requested to hold the consent agenda until after closed session. The board approved unanimously.

Board Chair Evans then called upon Wade Auman for the Curriculum presentation. Mr. Auman began his presentation with a Math Curriculum update. The Curriculum team submitted sample content from each vendor to staff for review. Amplify Desmos Math was the data informed selection. Because this is such a new curriculum, we decided to purchase a one year subscription. They will provide online resources for both teacher and student as well as provide a workbook for each student. Mr. Auman provided an update on the Consolidated Federal Plan considerations for our Title I. He first discussed the funds that we are required to set aside for parent and family engagement, homeless and foster, and administrative costs. Our elementary schools are identified as Title I. Teaching positions, instructional supplies, and tutoring are all funded by Title I in our elementary schools. This year each elementary school will be allotted funding based on a per pupil allotment formula. Each principal will develop and submit a budget that aligns with the SIP, to Mr. Auman and Dr. Roseboro for approval. Submission of this plan is due August 31, 2025. The CTE plan update was to highlight just some of the pathways Montgomery County Schools has to offer students as well as the partnership pathways we offer. The final update that Mr. Auman provided was the State Updates. He stated that we are aligned with State Legislation on creating and maintaining student career plans, the upcoming computer science requirements, and the continued focus on concentration. Our state plan has been submitted and approved.

Board Chair Evans then called upon Dr. Roseboro for the End of Year Review possible dates. Per the board requests, we have provided updated EOY review dates. The dates provided to the board were October 16, October 21, and October 23. After discussion, Board Chair Evans asked for a motion to approve a date for the review. Isai Robledo made a motion to approve October 23 for the EOY review date. Cindy Taylor seconded the motion. The board approved unanimously.

Board Chair Evans then called upon Dr. Emily Shaw for the HR Update presentation. Dr. Shaw stated that we are in good shape for the 25-26 school year. We have 18 certified and 8 classified new hires with most of our resignations coming in June but were no more than usual. We have a total of thirty-five beginning teachers with ten of those being EC beginning teachers. The EC positions are the most difficult to fill with certified people, so we are trying to provide extra support in those areas. Our total number of vacancies has actually improved since this update was completed with Mt. Gilead and Green Ridge filling a couple of their listed vacancies.

Board Chair Evans then called upon Matthew Woodard for the Operations Update presentation. Mr. Woodard provided an update on the pre-opening school operations and maintenance being performed at all our schools. Due to budget concerns, we did lose nine positions from our custodial staff last school year, which increases the workload among our remaining staff members. Our custodial and maintenance staff have been working tirelessly to make sure that every school is ready for the first day of school. Mr. Woodard provided the checklist for operations and maintenance in preparation for the 25-26 SY. Mr. Woodard also just returned from a school safety conference. He stated that the focus now is on eliminating bullying and changing the culture to prevent the actions from happening, not waiting until they have taken place to address the threat. Mr. Woodard also stated that he will be sitting down with Dr. Roseboro to prioritize some of the central office facilities' needs for the board to review. Dr.

Roseboro stated that we are also researching ways to help support maintenance with vendors that come in to help once or twice a year to help provide support.

Board Chair Evans then called upon Mitch Taylor for the Finance Update presentation. Mr. Taylor stated that our goal each year is to manage expenses in a way that our fund balance does not have to be utilized. During the 2024-25 SY our district incurred several large expenses. We also lost the Sandhills Mental Health grant and the TSL grant. This resulted in the use of $1.2 million of fund balance. The $725, 000 expenses that occurred in 2024-25 will not re-occur during the 2025-26 SY and the remaining deficit will be addressed in the current year. The local county appropriation did give the district a 7% increase in funding, which will help with budget shortfalls. We were also notified by the state that some of the federal grant funding that was placed on hold has been approved for release. However, the State of NC has not passed a budget which will hinder our budget planning process and the ELISE grant for some of our high need elementary schools expired in June of this year. Mr. Taylor stated that we are continuing to seek ways to optimize our current funding while also seeking new sources of revenue. Board members expressed concern about making sure that we have a plan and are addressing issues ahead of time instead of waiting until it happens.

Board Chair Evans then stated that the NCSBA is offering LEAD Training and that she will be forwarding this information to board members. Please let Ms. Davis know if you would like to register to attend the training.

Board Chair Evans called upon Dr. Karen Roseboro for her Superintendent's Update. Dr. Roseboro stated that we have had a very busy two weeks with team building to ensure that we are on the path for continuous improvement. We completed our district improvement planning with help from the NCDPI Office of School Transformation. Our leadership team identified the three highest areas of improvement: defined roles and responsibilities, communication barriers, and need for data driven decisions to improve student achievement at the school level. Each department also provided updates for our principals. We also had a very successful Back to School Bash with over 700 attendees. Special thanks to Ms. Lynthacum and the Operations team for their outstanding planning of this event. Dr. Roseboro also provided an update on our signage, noting House Bill 959, for the new cell phone policy. These signs will be posted at all our schools and on our social media. Also, our Central Office staff will be on-site to support our principals during the first ten days of school. We will also be starting our Listening Tours on August 25, 2025, for the Mt. Gilead/West Middle school families.

Board member Tommy Blake stated that the new principal for Candor Elementary, Darrick Pettiford, was present and requested that he be introduced. He also made a request that moving forward that we invite our new principals to the board meeting for an introduction.

Ms. Epps commented that as we move forward that we should all show grace while we go through the many challenges of change. Ms. Smith also stated that she would like to thank Dr. Roseboro for the vision she has given to our staff and the energy it has provided for everyone.

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.

Upon returning to the open session, the following consent agenda items were approved after the closed session with a motion by Bryan Dozier and seconded by Cindy Taylor. The board approved, with Dr. Isai Robledo abstaining from the vote.

1) Board Minutes from July 14, 2025
2) Personnel Report

MONTGOMERY COUNTY SCHOOLS
PERSONNEL REPORT
Emily Shaw, Assistant Superintendent for Human Resources
August 4, 2025

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

Resignation/Retirement	School/Assignment	Effective Date
1) Chloe Spivey Resignation	Green Ridge Elementary 3rd Grade Teacher	July 9, 2025
2) Andrea Lomax Resignation	Page Street Elementary Teacher Assistant/Bus Driver	July 16, 2025
3) Heather Morton Resignation	Mt. Gilead Elementary P.T. Teacher Assistant	July 16, 2025
4) Haley Adkins Resignation	East Middle P.T. Media Assistant	June 11, 2025
5) Colby Garner Resignation	Green Ridge Elementary 4th/5th Grade Teacher	July 21, 2025
6) Katie Black Resignation	Montg. Central High Teacher Assistant/Bus Driver	July 25, 2025
7) Sherry Jacobs Resignation	West Middle Teacher Assistant/Bus Driver	July 28, 2025

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

	Non-Certified	Record Check
1)	Kathy Ison	Yes
2)	Brittany Jordan	Yes
3)	Frances Ryan	Yes
4)	Fabiola Anguiano	Yes
5)	Cheryl Johnson	Yes
6)	Jeffia McAuley	Yes
7)	Wendy DeMaio	Yes
8)	Nancy Townsend	Yes
9)	Megan Beane	Yes
10)	Holly Maness	Yes

	Certified	Record Check
1)	Cynthia Morgan	Yes
2)	Sara Comer	Yes

c. Upon recommendation, approval of principal recommendation for employment of the following cer.-sub teachers:

Employee/ Effective Date	School/ Assignment	Record Check	Replacing
1) J'la Hinson 8/11/2025	East Middle Except. Chil. Incl. Teacher	Yes	Haley Adkins
2) Shelby Williams 8/11/2025	West Middle Except. Chil. Incl. Teacher	Yes	Mandy Georgepul
3) Hayden Waddell 8/1/2025	West Middle 6th Grade Sci/Social Stu. Teacher	Yes	

d. Report of the following transfers:

Transfer/ Effective Date	From	To	Replacing
1) Roger Little 8/18/2025	Star Elementary Custodian/Bus Dri.	Central Office Gen. Maintenance Tech II	Jed Scott
2) Renee Howell 8/5/2025	Montg. Central High Child Nutr. Manag.	Star Elementary Child Nutr. Manager	
3) Alice Noah 8/11/2025	Montg. Central High Child Nutrition	Star Elementary Child Nutrition	
4) Kelly Brewer 7/24/2025	Troy Elementary P.T. Child. Nutrition	Troy Elementary F.T. Asst. Manager	
5) Barbara Parsons 7/24/2025	West Middle Child Nutr. Manager	Montg. Central High Child Nutr. Manager	
6) Teresa Wallace 7/24/2025	Star Elementary Child Nutr. Asst. Man.	West Middle Child Nutr. Manager	
7) Amy Glover 8/5/2025	Star Elementary Child Nutrition	Star Elementary Assistant Manager	
8) Jessica Poole 8/4/2025	All Locations Child Nutr. Sub	Montg. Central High P.T. Child Nutrition	
9) Salena Lopez 8/4/2025	All Locations Child Nutr. Sub	Montg. Central High P.T. Child Nutrition	
10) Patricia Lilly 8/4/2025	Montg. Central High Child Nutr. Sub	Montg. Central High P.T. Child Nutr.	
11) Catherine Wooley 8/11/2025	Candor Elementary 3rd Grade Teacher	Star Elementary 3rd Grade Teacher	
12) Linda McLendon 8/5/2025	Troy Elementary Child Nutr. Sub	Troy Elementary P.T. Child Nutr.	
13) Susan Lassiter 7/28/2025	Troy Elementary Child Nutr. Asst. Man	Troy Elementary Child Nutri. Manager	

e. 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) Tonya Little 8/11/2025	Green Ridge Elementary 3rd Grade Teacher	Yes	Chloe Spivey
2) Audrey Farlow 8/11/2025	Candor Elementary 4th Grade Teacher	Yes	Sarah Sherrill
3) Kathy Bodien 8/11/2025	Candor Elementary Kindergarten Teacher	Yes	Sara Comer
4) Dominque Elliott 8/11/2025	East Middle 6th Grade ELA Teacher	Yes	Grant Hinson
5) April Coleman 8/11/2025	Central Office School Social Worker	Yes	
6) Mary Devibar (EPI) 8/11/2025	West Middle 7th/8th Grade Math	Yes (via EPI)	

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

Employee/ Effective Date	School/ Assignment	Record Check	Replacing
1) Sarah Boyer 8/1/2025	Green Ridge Elementary Except. Childr. TA/Bus Driver	Yes	
2) Nicole Callahan 8/1/2025	Montg. Central High First Responder	Yes	Olivia Chappell
3) Jamie Calloway 8/1/2025	Green Ridge Elementary Except. Child. TA/Bus Driver	Yes	Laura Wilson
4) Haley Henley 8/1/2025	Green Ridge Elementary Exep. Childr. Self Cont./Bus Dri.	Yes	Andrea Lomax
5) Jholibet Jaimes 8/1/2025	West Middle P.T. Media Assistant	Yes	Erica Suarez
6) Holly Freeman 8/1/2025	Troy Elementary PF. Teacher Assistant/Bus Dr.	Yes	Toshia Little
7) Carmen Alexander 8/11/2025	All Locations Child Nutr. Sub.	Yes	
8) Dani Yungandreas 7/28/2025	Candor Elementary Child Nutr. Asst. Manager	Yes	Tabitha Blake

g. Upon recommendation, approval of the following coach:

Montgomery Central High

Isaac Parks – Football Assistant

3) Auxiliary Report:

MONTGOMERY COUNTY SCHOOLS
AUXILIARY REPORT
AUGUST 4TH, 2025

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

Montgomery County Schools to Moore County Schools

4) Soliant Client Services Agreement:

CLIENT SERVICES AGREEMENT
Education Division

Soliant

Soliant Health, LLC (the "Company"), and **Montgomery County Schools** whose primary location is 441 Page Street, PO Box 427, Troy, NC 27371 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. **Scope of Services.**
The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner.

2. **Independent Contractor.**
The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. **Term of Agreement.**
This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. **Telepractice Services.**
Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. **Insurance.**
Company will maintain at least the following minimum amounts of insurance:
General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Employer's Liability - $1,000,000.
Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
Professional Liability - $1,000,000 per occurrence and $3,000,000 aggregate.
Sexual Abuse and Molestation - $1,000,000 per claim and $3,000,000 aggregate

6. **Competency and Licensing.**
Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. **Credentialing and Onboarding.**
Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. **On-Site Responsibility.**
Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. **Administrative Responsibilities.**
Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company-or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. **Workplace Conditions and Reporting of Work-Related Injuries.**
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants.
If, within one (1) calendar year of Company introducing or referring a Consultant to Client or the end of a Consultant's assignment with Client, whichever is later, Client hires, contracts with, or refers a Consultant to a third-party Client agrees this constitutes a permanent placement and agrees to compensate Company for its time and efforts.

The compensation owed to Company for a permanent placement as described in this section shall be the greater of:
i. Twenty-Two Thousand Five Hundred Dollars ($22,500), or
ii. Thirty-Five Percent (35%) of the Consultant's first-year compensation from Client or third-party.

For purposes of this clause, "introduce" and "refer" shall include any instance where Client has received information about a Consultant from Company or has interviewed, communicated with, or otherwise engaged in discussions with a Consultant as a result of Company's services. The parties agree that this section is intended to provide fair compensation to Company for its services, and it does not, in any way, restrict Client's right to hire a Consultant introduced or referred by Company.

12. Equal Opportunity and Workplace Harassment.
Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents.

13. Timekeeping and Invoicing.
Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases.
Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. Limitation of Liability.
NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. Incident and Error Tracking.
Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause.
Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause.
Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours.
Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy.
Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of $200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. Multiple Locations.
If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution.
In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification.
To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.
Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.
Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.
This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest.
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding.
The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Survival.
The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

30. Notices.
All notices required to be given in writing will be sent to the names/addresses listed below.

Soliant Health LLC	*To Client*
Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	Attention: Montgomery County Schools Address: 441 Page Street, PO Box 427, Troy, NC 27371

31. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

CLIENT SERVICES AGREEMENT
Education Division

Soliant

32. Electronic Signatures, Counterparts, and Authority.
This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.
If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement.
This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

170257 - Montgomery County Schools	**Soliant Health, LLC**
Dr. Karen Roseboro 8/5/2025	
Signature Date	Signature Date
Dr. Karen Roseboro	
Print Name	Print Name
Superintendent	
Title	Title

Soliant blazer works

ADDENDUM #1 - SOLIANT HEALTH, LLC TO USE BLAZERWORKS, LLC's SERVICES

This Addendum applies to the Client Services Agreement (the "Agreement") between Soliant Health, LLC ("Soliant") and Montgomery County Schools ("Client") and defines Soliant's use of BlazerWorks, LLC's ("BlazerWorks") services, and Client's agreement to use same. BlazerWorks service refers to the services provided by BlazerWorks solely in its role as the preferred workforce solutions manager For good and valuable consideration described herein, effective upon execution of this Addendum, BlazerWorks will have the responsibility for supplying and managing Client's contingent contract staff ("Consultant") workforce. BlazerWorks shall comply with the service requirements as described in the Agreement, specifically BlazerWorks will administer and manage the process of identifying and acquiring Consultants through Soliant, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is an MSP that manages client contingent contractor staff at no cost to the Client. In such capacity, BlazerWorks will act as the preferred workforce solutions manager for Client to provide Consultants. During the term of the Agreement, communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between BlazerWorks and Client.

II. Order Fulfilment Process

Job Orders. As needed Client will notify BlazerWorks of its staffing needs for all Consultants when such needs arise, and BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply Consultants through Soliant, or through one or more SSPs. In the event BlazerWorks is unable to fill any particular job order, it shall notify Client and shall have no obligation to fill such order.

Identification and Qualification. BlazerWorks service includes identifying and qualifying: 1) Consultants; and 2) SSPs that are capable of providing Consultants, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any Consultant who is not an employee of Soliant, BlazerWorks will execute a subcontractor agreement with the appropriate SSP employing such Consultant for the provision of the Consultant. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All Soliant and other SSP invoices will be collected as part of the BlazerWorks' service and consolidated into one invoice. BlazerWorks will submit this single consolidated invoice to Client for the Consultant's provided pursuant to this Agreement. BlazerWorks shall pay Soliant and all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

CLIENT ID – CLIENT NAME

By:__________	By:__________
Printed Name: __________	Printed Name: __________
Title: __________	Title: __________
Date:__________	Date:__________

Soliant

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Sara Lynn Wade		
Client:	Montgomery County Schools		
Assignment Start Date:	08/11/2025	**Assignment End Date:**	05/22/2026
Position:	Tele - TVI		
Hours per Week:	20.0		
Bill Rate per Hour	$89.00	*Bill Rate is all-inclusive*[a]	
Technology Fee:	$0.00		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	N/A		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.

c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 170257 - Montgomery County Schools

Print Name: Dr. Karen Roseboro Dr. Karen Roseboro

Title: Superintendent

Date: 8/5/2025

Soliant

Additional Terms and Conditions
VocoVision Equipment Policies

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
   (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
   (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
   (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
   (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
   (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities
The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:
a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
e) Complies with state and federal regulations to maintain student privacy and security.
f) Facilitates behavior management strategies in students as appropriate.
g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy
If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging
All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Soliant

ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Brett Long		
Client:	Montgomery County Schools		
Assignment Start Date:	08/11/2025	**Assignment End Date:**	05/22/2026
Position:	Tele - SLI		
Hours per Week:	30.0		
Bill Rate per Hour	$82.50	*Bill Rate is all-inclusive(a)*	
Technology Fee:	$0.00 One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	N/A		

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 170257 - Montgomery County Schools
Print Name: Dr. Karen Roseboro Dr. Karen Roseboro
Title: Superintendent
Date: 8/5/2025

Rev 02.2025

Soliant

Additional Terms and Conditions
VocoVision Equipment Policies

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
   (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
   (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
   (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
   (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
   (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities
The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:
a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
e) Complies with state and federal regulations to maintain student privacy and security.
f) Facilitates behavior management strategies in students as appropriate.
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At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging
All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Rev 02.2025

5) MCS Retainer Contract-Tharrington Smith Services:

CONTRACT FOR THE PROVISION OF LEGAL SERVICES BETWEEN THE MONTGOMERY COUNTY SCHOOLS AND THARRINGTON SMITH, L.L.P.

This Contract for the Provision of Legal Services ("Contract") is made and entered by Tharrington Smith, L.L.P. ("Tharrington Smith"), a law firm and limited liability partnership organized and existing under the laws of North Carolina with corporate offices at 150 Fayetteville Street, Suite 1900, Raleigh, North Carolina 27601, and the Montgomery County Board of Education (the "Board of Education"), a body corporate organized and existing under the laws of North Carolina with general control and supervision of the Montgomery County Schools, a local school administrative unit with corporate offices at 441 Page Street, Troy, NC, 27371.

1. **General Legal Services**. Upon request of the Superintendent or any authorized designee of the Board of Education or Superintendent, Tharrington Smith will provide legal services on behalf of the Montgomery County Schools at the following hourly rates: (1) $250 per hour for partners; (2) $225 per hour for associate; and (3) $110 per hour for paralegals. Tharrington Smith will submit bills monthly for services rendered during the preceding one-month period at the hourly rates stated above with no additional retainer fee. On July 1 of each year thereafter, the hourly rate will automatically increase by $5 unless otherwise agreed to by the parties.

2. **Costs**. Any out-of-pocket expenses, including photocopies, postage, court costs, title insurance, long-distance telephone calls, and similar expenditures incidental to the provision of legal services will be billed at Tharrington Smith's actual cost. Mileage for car travel incidental to the provision of legal services will be billed at the then-prevailing Internal Revenue Service mileage rate.

3. **Background Checks.** Per section 14-208.18 of the North Carolina General Statutes, Tharrington Smith shall conduct sex offender registry checks on each of its owners, employees, agents, or subcontractors who will enter Montgomery County Schools property or attend any official, school-sponsored event of the Montgomery County Schools while providing services pursuant to this contract. The registry checks shall include the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Tharrington Smith shall provide written certification upon request that any of its individual owners, employees, agents, or subcontractors is not listed on any of these registries and shall not assign any individual who is listed on any of these registries to provide legal services pursuant to this contract. Upon request from the Montgomery County Board of Education or Superintendent, Tharrington Smith will provide sufficient background information about any of its individual owners, employees, agents, or subcontractors assigned to perform services under this contract so that the Board of Education or Superintendent may run a criminal background check on such individual(s). The Board of Education or Superintendent may, in their sole discretion, prohibit any individual representative of Tharrington Smith from providing services under this contract based on the results of any such background check.

4. **Restricted Companies Lists.** Tharrington Smith represents that as of the date of execution of this contract, it is not included on the list of companies determined to be engaged in investment activities in Iran by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 or on the list of companies determined to be engaged in a boycott of Israel by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

5. **Confidential Records**. Tharrington Smith will respect the confidentiality of any legally confidential records it obtains from Montgomery County Schools and will release such records to third parties only in accordance with law. Specifically, Tharrington Smith acknowledges that any "education records" about specific students or "personally identifiable information" derived from such records, as those terms are defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, are subject to FERPA's confidentiality and disclosure requirements. While Tharrington Smith may be provided access to such records and information pursuant to this Agreement, its use of such records and information will be limited to institutional functions of Montgomery County Schools (namely, the provision of legal services) that Montgomery County Schools is "outsourcing" to Tharrington Smith pursuant to 34 CFR 99.31(a)(1)(B). Tharrington Smith further agrees that all such records and information shall remain under the direct control of Montgomery County Schools and subject at all times to all applicable FERPA requirements, including confidentiality and redisclosure requirements.

6. **Records Retention**. Montgomery County Schools understands that Tharrington Smith is not responsible for maintaining copies of Montgomery County Schools records to ensure compliance with any applicable document retention rules and that, absent written notice to the contrary, any documents provided to Tharrington Smith in connection with the provision of legal services are presumed to be duplicates of documents maintained by Montgomery County Schools. Montgomery County Schools authorizes Tharrington Smith to destroy any records obtained in connection with the provision of legal services when the firm deems necessary and appropriate, except as to original documents with legal significance (such as deeds, wills, or stock certificates) and documents received by Tharrington Smith on behalf of Montgomery County Schools that were not also provided directly to Montgomery County Schools (such as court filings received in litigation), which will be returned or produced to Montgomery County Schools prior to Tharrington Smith's deletion or destruction of the relevant client files. Montgomery County Schools agrees to provide Tharrington Smith with copies of documents, rather than originals, when feasible and to clearly identify any original documents with legal significance at the time they are provided to the firm.

7. **Term**. This Contract becomes effective upon execution and will continue in effect until terminated by either party upon thirty (30) days' written notice. Nothing in this Contract shall be construed to require the Board of Education or administration of Montgomery County Schools to request legal assistance from Tharrington Smith on any particular matter(s) prior to the termination of this Contract.

8. **Miscellaneous**. This Contract expresses the entire agreement between the parties regarding the provision of legal services by Tharrington Smith to the Montgomery County Board of Education and Montgomery County Schools and supersedes any prior agreements, written or oral, on the same subject. It may be revised only by written agreement of both parties.

THARRINGTON SMITH, L.L.P.	MONTGOMERY COUNTY BOARD OF EDUCATION
By: ______________________ Patricia Robinson	By: ______________________ Anne Evans, Board Chair
Date: 8/4/2025	Attest: ______________________ Dr. Karen Roseboro, Superintendent
	Date: 8/4/2025

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

______________________ Finance Officer	8.5.2025 Date

6) Amplify Education Invoice:

Amplify. 55 Washington Street, Suite 800, Brooklyn, NY 11201-1071
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to: ***We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.***

Amplify Education, Inc
P.O. Box 392294
Pittsburgh, PA 15251-9294

For Period: 7/1/2025 - 6/30/2026

Bill To:
MONTGOMERY CO SCHOOL DISTRICT
PO Box 427
Troy NC 27371-0427
United States

Contracted Customer:
Montgomery Co School District
441 Page Street
TROY NC 27371
United States

PO NUMBER:	62000000071_Y26
BILL NUMBER:	**INV-383808**
CONTRACT:	PQ 250612-443447
BILL DATE:	7/24/2025
SUBTOTAL:	**$159,856.00**
SALES TAX:	**$2,992.21**
TOTAL:	**$162,848.21**
AMOUNT DUE:	**$162,848.21**
DATE DUE:	8/23/2025

CUSTOMER ID	NAME	CURRENCY	TERMS	INVOICE NUMBER
2885	Montgomery Co School District	USD	Net 30	INV-383808

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9798894041926-NIK	Amplify Desmos Math G1 Student Consumables Set	1	240	$10.56	$2,534.40
9798894042060-NIK	Amplify Desmos Math Uvl G1 Teacher Print Set	2	17	$190.20	$3,233.36
9798894042107	Amplify Desmos Math Uvl G1 Teacher Digital License	3	17	$73.33	$1,246.64
9798894042121-NIK	Amplify Desmos Math G2 Student Consumables Set	4	242	$12.14	$2,937.88
9798894042268-NIK	Amplify Desmos Math Uvl G2 Teacher Print Set	5	15	$161.67	$2,425.02
9798894042305	Amplify Desmos Math Uvl G2 Teacher Digital License	6	15	$62.33	$934.98
9798894042329-NIK	Amplify Desmos Math G3 Student Consumables Set	7	264	$12.14	$3,204.96
9798894042466-NIK	Amplify Desmos Math Uvl G3 Teacher Print Set	8	15	$134.72	$2,020.85
9798894042503	Amplify Desmos Math Uvl G3 Teacher Digital License	9	15	$51.94	$779.15
9798894042527-NIK	Amplify Desmos Math G4 Student Consumables Set	10	247	$12.14	$2,998.58
9798894042664-NIK	Amplify Desmos Math Uvl G4 Teacher Print Set	11	18	$202.08	$3,637.53
9798894042701	Amplify Desmos Math Uvl G4 Teacher Digital License	12	18	$77.92	$1,402.47
9798894042725-NIK	Amplify Desmos Math G5 Student Consumables Set	13	255	$12.14	$3,095.70
9798894042862-NIK	Amplify Desmos Math Uvl G5 Teacher Print Set	14	13	$93.27	$1,212.51

Invoice Payment Options: Ordering Support

1 of 3

Amplify. 55 Washington Street, Suite 800, Brooklyn, NY 11201-1071
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to: ***We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.***

Amplify Education, Inc
P.O. Box 392294
Pittsburgh, PA 15251-9294

For Period: 7/1/2025 - 6/30/2026

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9798894042909	Amplify Desmos Math Uvl G5 Teacher Digital License	15	13	$35.96	$467.49
9798894042923-NIK	Amplify Desmos Math G6 Student Consumables Set	16	272	$17.61	$4,789.92
9798894043050-NIK	Amplify Desmos Math Uvl G6 Teacher Print Set	17	4	$89.88	$359.53
9798894043098	Amplify Desmos Math Uvl G6 Teacher Digital License	18	4	$38.87	$155.47
9798894043241-NIK	Amplify Desmos Math Uvl G7 Teacher Print Set	19	4	$89.88	$359.53
9798894043289	Amplify Desmos Math Uvl G7 Teacher Digital License	20	4	$38.87	$155.47
9798894043432-NIK	Amplify Desmos Math Uvl G8 Teacher Print Set	21	6	$179.76	$1,078.59
9798894043470	Amplify Desmos Math Uvl G8 Teacher Digital License	22	6	$77.74	$466.41
9798895000687	Amplify Desmos Math Uvl G1 Student Digital License	23	240	$14.41	$3,458.40
9798895000694	Amplify Desmos Math Uvl G2 Student Digital License	24	242	$14.57	$3,525.94
9798895000700	Amplify Desmos Math Uvl G3 Student Digital License	25	264	$14.57	$3,846.48
9798895000717	Amplify Desmos Math Uvl G4 Student Digital License	26	247	$14.57	$3,598.79
9798895000724	Amplify Desmos Math Uvl G5 Student Digital License	27	255	$14.57	$3,715.35
9798895000731	Amplify Desmos Math Uvl G6 Student Digital License	28	272	$21.39	$5,818.08
9798895000748	Amplify Desmos Math Uvl G7 Student Digital License	29	252	$21.39	$5,390.28
9798895000755	Amplify Desmos Math Uvl G8 Student Digital License	30	251	$21.39	$5,368.89
9798895128299	Boost Personalized Learning Uvl G1 Student Digital License	31	240	$15.37	$3,688.80
9798895128305	mCLASS Math Assessments Uvl G1 Student Digital License	32	240	$7.16	$1,718.40
9798895128312	Boost Personalized Learning Uvl G2 Student Digital License	33	242	$15.54	$3,760.68
9798895128329	mCLASS Math Assessments Uvl G2 Student Digital License	34	242	$7.25	$1,754.50
9798895128336	Boost Personalized Learning Uvl G3 Student Digital License	35	264	$15.54	$4,102.56
9798895128343	mCLASS Math Assessments Uvl G3 Student Digital License	36	264	$7.25	$1,914.00
9798895128350	Boost Personalized Learning Uvl G4 Student Digital License	37	247	$15.54	$3,838.38
9798895128367	mCLASS Math Assessments Uvl G4 Student Digital License	38	247	$7.25	$1,790.75
9798895128374	Boost Personalized Learning Uvl G5 Student Digital License	39	255	$15.54	$3,962.70
9798895128381	mCLASS Math Assessments Uvl G5 Student Digital License	40	255	$7.25	$1,848.75

Invoice Payment Options: Ordering Support

2 of 3

Amplify. 55 Washington Street, Suite 800, Brooklyn, NY 11201-1071
T: 212-213-8177 (Option 5, then 3 - 1) F: 347-662-2402

Please remit your payment to: ****We assess a 2.5% surcharge for credit and debit card payments. This surcharge is nonrefundable.****

Amplify Education, Inc
P.O. Box 392294
Pittsburgh, PA 15251-9294

For Period: 7/1/2025 - 6/30/2026

PRODUCT	SERVICE/DESCRIPTION	SEQ #	QTY	PRICE	TOTAL PRICE
9798895802786-NIK	Amplify Desmos Math G7 Student Consumables Set	41	252	$17.61	$4,437.72
9798895802847-NIK	Amplify Desmos Math G8 Student Consumables Set	42	251	$17.61	$4,420.11
PT02221	Amplify Desmos Math GK-5 Program Overview for Teachers (1/2 Day Onsite)	43	5	$2,500.00	$12,500.00
PT02226	Amplify Desmos Math GK-5 Strengthen: Focus Training (1 Hour Remote)	44	5	$350.00	$1,750.00
PT02232	Amplify Desmos Math GK-5 Coaching Session (1 Day Onsite)	45	5	$3,200.00	$16,000.00
PT02339	Amplify Desmos Math G6-Alg1 Program Overview for Teachers (1/2 Day Onsite)	46	3	$2,500.00	$7,500.00
PT02345	Amplify Desmos Math G6-Alg1 Strengthen: Focus Training (1 Hour Remote)	47	3	$350.00	$1,050.00
PT02348	Amplify Desmos Math G6-Alg1 Coaching Session (1 Day Onsite)	48	3	$3,200.00	$9,600.00

Subtotal	$159,856.00
Discount	
Tax Total (%)	$2,992.21
Total	**$162,848.21**

Invoice Payment Options: *Ordering Support*

Following approval of the consent agenda, Board Chair Evans asked for a motion to adjourn the meeting. Bryan Dozier made the motion with Cindy Taylor seconding; the meeting was duly adjourned.

The next regular meeting will be held on Monday, September 8, 2025, at 6:30 pm at the Montgomery County Central Office.

____________________________ ________________________________

Anne Evans, Board Chair Karen Roseboro, Ed. D., Secretary