MONTGOMERY COUNTY BOARD OF EDUCATION
MINUTES

January 8, 2024

The Montgomery County Board of Education convened in a regular monthly meeting on Monday, January 8, 2024, at 6:30 pm in the Montgomery County Schools Boardroom. Board members present were Steve W. DeBerry – Chair, Tommy Blake, Angela Smith, Lynn Epps, Bryan Dozier, and Cindy Taylor. Anne Evans – Vice Chair was not present.

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

Chairman Steve DeBerry shared an opening devotional with a reading titled "Right Over Convenient". We are constantly faced with choices. Every day brings a series of decisions between doing what is convenient and doing what is right. Those choices often have longer term consequences than we realize. Integrity is doing the right thing all the time even if it may work to your disadvantage. Integrity is the internal compass that keeps you pointed in the right direction. Other people may determine your reputation but only you can determine your integrity. The choices of a person with integrity become a blessing not only to that person but to everyone he or she relates to. Integrity is an inward characteristic with outward consequences that make a lasting difference. Approach everything you do each day with integrity.

East Middle School student Edgar Maldonado Ascencio led the Pledge of Allegiance to the flag of the United States of America.

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

Chairman DeBerry called upon Dr. Ellis and Marvin Smith for Certified and Classified Employees of the Month for East Middle School. Shawna Slack, Teacher Assistant was the classified winner. Haley Adkins, Lead EC Teacher was the certified winner.

Dr. Ellis at this time recognized the MCS Christmas Card 2023 winner, Julia Dong from Page Street Elementary School. She was not able to be present at the meeting tonight. She received a certificate of recognition and a $50 gift card.

Dr. Ellis at this time recognized the National Board Certified and Recertified Employees. Certified: Heather Gordon, MCEC, Holly Ritter, Green Ridge Elementary, Maria Borges, Green Ridge Elementary, Ashley Lynthacum, Star Elementary, and Amanda Henley, Star Elementary. Recertified: Kathryn Kimrey, Montgomery Central High School, Leslie Shoffner, Montgomery Central High School, and Pebble Byrd, Troy Elementary.

Dr. Ellis then recognized the 2022-2023 Certificate of Achievement for Outstanding Graduation rate of 100 %. Dr. Ellis asked Heather Seawell-Montgomery County Early College to please come forward to accept the award for the school.

Dr. Ellis then recognized the 2022-2023 Top Ten School District Outstanding Graduation Rate of 94.5 %. Dr. Ellis asked for Steve DeBerry-Chairman for the Board of Education to please come forward to accept the award for the school district.

Dr. Ellis at this time recognized the 2023 Women's Tennis Conference Champions from Montgomery Central High School. Dr. Ellis requested the team and their coaches, Delana Cagle, and Leslie Thomas, to please come forward. This is the second year in a row that they have earned this honor.

Dr. Ellis then recognized Genevia Drake for her 1000th point scored in women's basketball. Dr. Ellis called upon her coach Danasia Dumas to speak about this accomplishment. Ms. Dumas stated that this was the first male or female in MCHS history to achieve this individual goal.

Chairman DeBerry requested to hold the consent agenda until after closed session. The board approved unanimously.

Chairman DeBerry called upon Marvin Smith, principal for East Middle School for their presentation on Student Engagement/Leadership. Mr. Smith stated that middle school is just a funky age which makes student engagement and leadership difficult. I, along with Ms. King, Ms. Parsons and our staff have tried to create more opportunities for students to take more ownership of things that we have going on around our school. We have tried to start with a shared vision and the EMS Knight's Code: C is for caring; O is for open minded; D is for disciplined; E is for engaged. We want East Middle to be a place where people feel like they belong by showing the students areas where they can "plug in" and show some talents that maybe they did not even know they had. Students who are engaged do better in school and are more hopeful about their future. The three types of engagement are cognitive, behavioral, and emotional. A few of our engagement activities include Knightly News (student broadcast-PM announcements), Knights on the Rise (student government), AM Announcements (student led morning announcements), Intramurals (student organization), and Clubs (student choice activities). Students Mary Perez and Valeria Leon discussed the Knights on the Rise program. They enjoy this program because it gives them the opportunity to organize and participate in things like school spirit week. Demario McDonald then described how the intramurals gave them a chance to socialize and play with each other. Michael Slack then spoke about clubs. He stated that it brings out their competitive side and gives them a chance to socialize. Mr. Smith stated that East Middle's focus is on providing a "complete" high-quality educational experience by clubs, physical education/health, band/music, high quality instruction, social and emotional learning, and student leadership opportunities. He ended the presentation with a quote: "Some people make things happen, some watch things happen, while others wonder what has happened."

Chairman DeBerry called upon Dr. Dale Ellis for Mid-Year Review Dates. Dr. Ellis presented three options: Thursday, February 15, Tuesday, February 20, or Thursday, February 22. Lynn Epps made the motion to approve the February 22 date with Cindy Taylor seconding. The date was accepted with unanimous approval from the board.

Chairman DeBerry called upon Dr. Dale Ellis for results of the Central Office Survey. The survey compared the years 2019-2020 to 2023-2024. There were three questions asked in reference to each department. When I phone, the person whom I speak is personable and pleasant. When I email, phone, or visit, I always receive a response within a reasonable amount of time (24 hours). When I email, phone, or visit, the information I receive is always consistent.

This year the averages for each department were above the 95% threshold and the department GPA's were all above the 3.5 threshold. We had 130 respondents which would be equal to approximately a 30% response rate.

Chairman DeBerry called upon Dr. Dale Ellis for the Superintendent's Comments. Dr. Ellis stated that if you pay attention to social media, I am sure there are plenty of people upset with me right now. One of the hardest calls we ever have to make is with weather. When you talk about a weather forecast that states that it may do this, or it may do that or the ones that say something is possible because this also means that it is not possible as well. I love the ones that say that we are absolutely going to receive eight inches of snow because then we know that we are going to cancel school. The storm system we are dealing with right now is one of those that I know that some of the counties south and east of us have already made the call to cancel school for tomorrow. Our basic understanding of the forecast for tomorrow is that we will see sustained winds of 20-25 miles per hour with the possibility of gusts of 40 miles per hour after 2:00 pm. Once again, we do not know. I feel we will be able to look at it much better in the morning and know if anything of concern is going to come our way. As was mentioned earlier in our meeting, all after-school activities have already been cancelled for tomorrow as this is a much easier call to make. But when you cancel school, it always creates an issue for parents, it creates an issue later down the road when a child may think they have a day off in February and all of a sudden, they don't due to this day being missed. We try to take all of this into consideration. I have said all of this because as of right now I do not see the need to close schools but of course that could change tomorrow. If we come in tomorrow and we learn that at 3:00, right when our buses would be on the road, there is a possibility of 50 mile per hour wind gusts, then yes, we will be letting go around lunch time. This then creates a separate issue for parents to deal with. So, we try with the best of our ability to adhere to the schedule listed on our school calendar. However, we are not infallible and are by no means perfect, but we do want the community to know that we do put a lot of thought, effort, and time into this decision. I cannot even tell you how many discussions we have had today regarding whether or not we should have school tomorrow. The consensus right now is yes but like with anything if conditions change that decision could change as well.

Ms. Epps requested that before we move into closed session, she would like to say something. She requested that we all remember the tragedies that we have had in our county involving our students. Losing a student is something no one wants to ever have to deal with but also there are still several that were injured and are still dealing with those injuries. I know of one fund raising event that took place over the weekend that appeared to be very successful. She requested that we continue to keep these students and their families in your thoughts and prayers.

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

After closed session the following items were approved:

1) Board Minutes from December 4, 2023

2) Personnel and Auxiliary Report

MONTGOMERY COUNTY SCHOOLS

PERSONNEL REPORT
Emily Shaw, Assistant Superintendent for Human Resources
January 9, 2024

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

Resignation/ Retirement	School/ Assignment	Effective Date
1) Will Bowers Resignation	Montg. Central High Business Teacher/CTE	1/08/2024
2) David Parsons Resignation	Central Office HVAC II	1/06/2024
3) Connie Richards Resignation	Mt. Gilead Elementary Instructional Facilitator	12/04/2023

B. 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) Tara Pollard 12/05/2023	Mt. Gilead Elementary Front Desk Receptionist	Yes	Monica Wright
2) Shevon Little 1/08/2024	Mt. Gilead Elementary P.T. Media Assistant	Yes	Tara Pollard
3) Alison Lisenby 1/09/2023	Page St. Elementary P.T. NC Ed Corps Tutor	Yes	
4) Jantzen Gooch 1/09/2023	Troy Elementary P.T. NC Ed Corps Tutor	Pending	
5) Mary McClenny 1/09/2023	Star Elementary P.T. NC Ed Corps Tutor	Pending	
6) Jeanene Robinson 1/09/2023	Green Ridge Elementary P.T. NC Ed Corps Tutor	Pending	

C. Upon recommendation, approval of principal recommendation for employment of the following certified substitute teacher:

Employee/ Effective Date	School/ Assignment	Record Check	Replacing
1) Felicia Ridenhour 1/03/2024	Mt. Gilead Elementary 2nd Grade Teacher	Yes	Marlene Stewart

D. Upon recommendation, approval of principal recommendation for employment of the following probationary contracts for currently employed personnel for the 2023-2024 school year as provided by General Statute 115C-325:

Lashaunda Ryan, East Middle School, ESL Teacher

Chloe Vuncannon, Montgomery Central High School, Science Teacher

3) 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: January 8, 2024
Subject: Agenda Item (Section – Consent Agenda)

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

Fiscal Year 2023/2024 Budget Amendment # 4

State Funds

1) An increase of $470,525.00 to the State Budget Fund (Fund 1):

$13,541.00 increase to PRC 036 (Student Transportation) – This is funding to pay bus drivers a supplement.

$66,870.00 increase to PRC 085 (Literacy Intervention) – This is a portion of our district's annual allotment for Literacy Intervention funding.

$200,000.00 increase to PRC 055 (Cooperative Innovative High School) – This is our district's annual allotment for funding to support the early college.

$138,200.00 increase to PRC 029 (Behavioral Support) – This is our district's annual allotment for the EC behavioral support funding.

$20,856.00 increase to PRC 083 (CTE Credentialing) – This is our district's annual allotment to pay for CTE credentials.

$31,018.00 increase to PRC 085 (Literacy Intervention) – This is the remaining portion of our district's annual allotment for Literacy Intervention funding.

Local Funds

2) No Change to the Local Fund Budget (Fund 2)

Federal Funds

3) An increase of $1,960,085.52 to the Federal Funds Budget (Fund 3):

$5,788.00 increase to PRC 017 (CTE Programming) – This is additional funding to the federal CTE Program funding.

$1,500,533.38 increase to PRC 050 (Title I Basic Education Grant) – This is our district's Title I carryover funds from last year plus the new funding for the current year.

$312,647.38 increase to PRC 101 (Title II Supporting Effective Education Grant) – This is our district's Title II carryover funds from last year plus the new funding for the current year.

$97,207.56 increase to PRC 108 (Title IV Student Support and Academic Enrichment Grant) – This is our district's Title IV carryover funds from last year plus the new funding for the current year.

$40,319.61 increase to PRC 104 (Title III English Language Acquisition Grant) – This is our district's Title III carryover funds from last year plus the new funding for the current year.

$3583.59 increase to PRC 111 (Title III English Language Acquisition Grant) – This is our district's Title III carryover funds from last year plus the new funding for the current year.

Capital Outlay Funds

4) An increase of $131,294.93 to the Capital Outlay Budget Fund (Fund 4):

$102,406.00 increase to PRC 123 (LEA Financed Purchase of School Buses) – The State Transportation Department arranges a leasing agreement for the district to purchase new yellow school buses. The repayment schedule is for a 3 year term with quarterly payments. The state provides the district funding to pay these quarterly lease payments.

$28,888.93 increase to PRC 802 (Capital Outlay Expenses) – these funds will be used to purchase playground equipment for Star Elementary. Star Elementary, with funds raised with fundraisers and local donations, will reimburse the district in the amount of $18,888.93.

Child Nutrition

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

Special Local Fund 8

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

7) Overall, these adjustments resulted in an increase of $2,561,905.45

to the total 2023 - 2024 budget for Montgomery County Schools.

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

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

Budget Amendment # 4

Montgomery County Administration Unit

The Montgomery County Board of Education at a meeting on the 8th day of January, 2024 passed the following resolution:

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

Expense Code	Description of Code	Increase	Decrease
	STATE FUNDS		
	Revenues		
1.3100	State Revision 19 PRC 056	$13,541.00	
1.3100	State Revision 19 PRC 085	$66,870.00	
1.3100	State Revision 16 PRC 055	$200,000.00	
1.3100	State Revision 22 PRC 029	$138,209.00	
1.3100	State Revision 22 PRC 083	$20,899.00	
1.3100	State Revision 22 PRC 085	$31,019.00	
	Net Change in State Revenues	**$470,525.00**	
	Expenses		
1.5000 056	PRC 056 Student Transportation	$13,541.00	
1.5000 085	PRC 085 Literacy Intervention	$66,870.00	
1.5000 055	PRC 055 Cooperative Innovative High Schools	$200,000.00	
1.5000 029	PRC 029 Behavioral Support	$138,209.00	
1.5000 083	PRC 083 CTE Credentialing	$20,899.00	
1.5000 085	PRC 085 Literacy Intervention	$31,019.00	
	Net Change in State Expenses	**$470,525.00**	
	Net Change in State Budget	**$470,525.00**	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$29,145,624.00
Amount of Increase	$470,525.00
Total Appropriation in Current Amended Budget	$29,616,149.00

Budget Amendment # 4

Expense Code	Description of Code	Increase	Decrease
	LOCAL FUNDS		
	Revenues		
	Expenses		
	Net Change in Local Revenues	$0.00	
	Net Change in Local Budget	**$0.00**	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$7,060,016.00
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$7,060,016.00

Budget Amendment # 4

Expense Code	Description of Code	Increase	Decrease
	FEDERAL FUNDS		
	Revenues		
3.3600 017	PRC 017	$5,788.00	
3.3600 050	PRC 050 State Rev # 19	$1,609,533.38	
3.3600 103	PRC 103 State Rev #19	$312,667.35	
3.3600 108	PRC 108 State Rev # 19	$97,207.50	
3.3600 104	PRC 104 State Rev # 19	$40,319.61	
3.3600 111	PRC 111 State Rev # 19	3,589.50	
	Net Change in Federal Revenues	**$1,969,085.52**	
	Expenses		
3.5000 017	PRC 017 Career and Technical Education	$5,788.00	
3.5000 050	PRC 050 Title I Funding	$1,448,573.93	
3.6000 050	PRC 050 Title I Funding	14,200.05	
3.8000 050	PRC 050 Title I Funding	$37,759.40	
3.5000 103	PRC 103 Title II Supporting Effective Education	$306,490.32	
3.8000 103	PRC 103 Title II Supporting Effective Education	6,217.06	
3.5000 108	PRC 108 Title IV Student Support and Academic Enrichment	$97,207.50	
3.5000 104	PRC 104 Title III English Language Acquisition	$39,224.84	
3.8000 104	PRC 104 Title III English Language Acquisition	$1,094.77	
3.5000 111	PRC 111 Title III English Language Acquisition	$3,492.12	
3.8000 111	PRC 111 Title III English Language Acquisition	$97.47	
	Net Change in Federal Expenses	**$1,969,085.52**	
	Net Change in Federal Budget	**$1,969,085.52**	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$5,447,903.38
Amount of Increase	$1,969,085.52
Total Appropriation in Current Amended Budget	$7,407,988.90

Budget Amendment # 4

Expense Code	Description of Code	Increase	Decrease
	CAPITAL OUTLAY FUND		
	Revenues		
4.4110	PRC 800 Cap Outlay	$28,688.93	
1.3400 120	State Revision 19 PRC 120	$102,495.00	
	Net Change in Capital Outlay Revenues	**$131,294.93**	
	Expenses		
4.5000 800	PRC 800 Capital Outlay	$28,688.93	
1.6000 120	PRC 120 Yellow Bus lease payment	$102,495.00	
	Net Change in Capital Outlay Expenses	**$131,294.93**	
	Net Change in Capital Outlay Budget	**$131,294.93**	

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$3,949,893.60
Amount of Increase	$131,294.93
Total Appropriation in Current Amended Budget	$4,081,188.53

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

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$3,787,840.00
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$3,787,840.00

Budget Amendment # 4

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

Explanation: Adjustments made for actual revenues and expenditures.

Total Appropriation in Current Budget	$11,162,535.31
Amount of Increase	$0.00
Total Appropriation in Current Amended Budget	$11,162,535.31

Summary of Budget Changes

Previous Budget	**$60,553,832.25**
State Budget Change	$470,525.00
Local Budget Change	$0.00
Federal Budget Change	$1,969,085.52
Capital Outlay Budget Change	$131,294.93
Child Nutrition Budget Change	$0.00
Fund 8 Budget Change	$0.00
Total Change in Budget	**$2,541,905.45**
Current Budget	**$63,115,737.74**

Passed by majority vote by the Board of Education of Montgomery County on this 8th day of January, 2024.

Chairman, Board of Education

Secretary, Board of Education

4) Bus Garage HVAC Recommendation

December 19, 2023

Dr. Dale Ellis, Superintendent
Montgomery County Schools
441 Page Street
Troy, NC 27371

RE: Montgomery County Bus Garage- HVAC Renovations

Dear Dr. Ellis:

Pinnacle Architecture, P.A. received bids on behalf of the Montgomery County Board of Education on Tuesday, December 5, 2023, for the above referenced project. Please find attached the Bid Tabulation Sheet with each contractor's bid.

Pinnacle Architecture, P.A. is pleased to recommend to the Montgomery County Board of Education, **Superior Mechanical Inc.** as being the lowest responsive & responsible bidder for this project with a base bid of $68,183.00. Please note Wallace-Dunn Heating and Air Conditioning, Inc. submitted a proposal on their letterhead and not on a proper bid form. Therefore, in our opinion we would consider the bid as a non-responsive bid

If you have any questions, please do not hesitate to call.

Sincerely,

Randall E. Baker, AIA
Vice President

REB/mhd

Attachment(s)

GENERAL CONTRACTOR'S BID TABULATION SHEET
MONTGOMERY COUNTY
BUS GARAGE - HVAC RENOVATIONS
DATE: DECEMBER 5, 2023 2:00 PM

TABULATION SHEET

CONTRACTOR	Dulin Mechanical Services, Inc.	Superior Mechanical Inc.	Wallace-Dunn Heating & A/C		
BOND	Y	Y			
BASE BID	$76,315.00	$68,183.00	$62,173.00		
DAYS	21	30			
SUBCONTRACTORS LIST					
General					
HVAC					
Electrical		$24,442.00			

PINNACLE ARCHITECTURE, P.A.
P.O. BOX 687, MATTHEWS, NC 28106 (704)841-9851 FAX (704)845-0833

DIVISION 00

SECTION 00 41 13: MECHANICAL CONSTRUCTION PROPOSAL (SINGLE PRIME)

Montgomery County Bus Garage-HVAC Renovations
441 Page Street
Troy, North Carolina 27311

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons, interested in this proposal as principal is/or are named herein and that no other person than herein named has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is, in all respects, fair and in good faith without collusion or fraud.

Having examined the contract plans, specifications, and other documents, visited the site and being familiar with all requirements of same, I (or we) propose to furnish all the materials and perform all the work necessary for the General Construction of the above referenced project in strict accordance with the plans, specifications and other contract documents prepared by Pinnacle Architecture, P.A., Matthews, North Carolina for the sum of:

Seventy Six thousand three hundred fifteen Dollars
($ 76,315.00). The time required for construction will
be 21 calendar days.

A certified check in the amount of $ 38,15.50 (5%), or a Bid Bond in the amount of 5% of the Bid, or a cash deposit in the amount of $_____ (5%) is attached hereto.

We also agree that after the presentation of this proposal, that a reasonable time, and in no case less than 30 days, will be allowed **Montgomery County School System** for the necessary approvals before awarding the contract.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bond within ten (10) consecutive days after written notice being given of the award of the contract, the check or bid bond accompanying this bid and the monies payable thereon, shall be paid to **Montgomery County School System**, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

00 41 13-1

SUBCONTRACTORS LIST

GENERAL: _____ Amount $_____

HVAC: _____ Amount $_____

ELECTRICAL: _____ Amount $_____

Contractor's State License No. 14773

Contractor Dulin Mechanical Services, Inc.
By _____

NOTE: BID PROPOSAL FORM MUST BE COMPLETELY FILLED OUT (i.e. BASE BID PRICE, TIME IN CALENDAR DAYS, LICENSE NO. AND SIGNATURE) TO BE READ. ANY ALTERNATE OR UNIT PRICE LEFT BLANK WILL BE CONSIDERED "NO ADDITIONAL CHARGE" ($0.00). UNIT PRICES WILL NOT BE READ PUBLICLY, BUT WILL BE A PART OF THE CONTRACT.

Acknowledge of Receipt of Addenda

Addendum No. 1 Signature _____ Date 11/24/23

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

00 41 13-2

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of Montgomery

Affidavit of Dalia Mechanical Services Inc.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

Montgomery County Bus Garage - HVAC Renovations Troy NC contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 12/4/23 Name of Authorized Officer: Joseph A. Dalia Jr.

Signature:

Title: President

HELEN J WALLACE
NOTARY PUBLIC
CABARRUS County
North Carolina
My Commission Expires 12-4-2024

State of North Carolina, County of Cabarrus

Subscribed and sworn to before me this 4 day of 12 20 23

Notary Public: Helen Wallace

My commission expires: 12-4-24

DIVISION 00

SECTION 00 41 13: MECHANICAL CONSTRUCTION PROPOSAL (SINGLE PRIME)

Montgomery County Bus Garage-HVAC Renovations
441 Page Street
Troy, North Carolina 27311

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons, interested in this proposal as principal is/or are named herein and that no other person than herein named has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is, in all respects, fair and in good faith without collusion of fraud.

Having examined the contract plans, specifications, and other documents, visited the site and being familiar with all requirements of same, I (or we) propose to furnish all the materials and perform all the work necessary for the General Construction of the above referenced project in strict accordance with the plans, specifications and other contract documents prepared by Pinnacle Architecture, P.A., Matthews, North Carolina for the sum of:

SIXTY EIGHT THOUSAND ONE HUNDRED EIGHTY THREE Dollars ($ 68,183.00). The time required for construction will be _____ calendar days.

A certified check in the amount of $ N/A (5%), or a Bid Bond in the amount of 5% of the Bid, or a cash deposit in the amount of $ 3,410.00 (5%) is attached hereto.

We also agree that after the presentation of this proposal, that a reasonable time, and in no case less than 30 days, will be allowed **Montgomery County School System** for the necessary approvals before awarding the contract.

The undersigned further agrees that, in case of failure on his part to execute the said contract and the bond within ten (10) consecutive days after written notice being given of the award of the contract, the check or bid bond accompanying this bid and the monies payable thereon, shall be paid to **Montgomery County School System**, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

SUBCONTRACTORS LIST

GENERAL: _____ Amount $_____

HVAC: _____ Amount $_____

ELECTRICAL: GREGAN ELECTRIC Amount $ 24,442.00

Contractor's State License No. 12051

Contractor SUPERIOR MECHANICAL, INC.

By Paul Combs

NOTE: BID PROPOSAL FORM MUST BE COMPLETELY FILLED OUT (i.e. BASE BID PRICE, TIME IN CALENDAR DAYS, LICENSE NO. AND SIGNATURE) TO BE READ. ANY ALTERNATE OR UNIT PRICE LEFT BLANK WILL BE CONSIDERED "NO ADDITIONAL CHARGE" ($0.00). UNIT PRICES WILL NOT BE READ PUBLICLY, BUT WILL BE A PART OF THE CONTRACT.

Acknowledge of Receipt of Addenda

Addendum No. 1 Signature Paul Combs Date 12-5-23

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

Addendum No. _____ Signature _____ Date _____

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of RANDOLPH
(Name of Bidder)

Affidavit of SUPERIOR MECHANICAL, INC.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☑ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☑ **2 – (10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☑ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☑ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☑ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 12-5-23 Name of Authorized Officer: Mandy Hinshaw

Signature:

Title: Vice President

Randolph County, North Carolina
Lori L. Pierce - Notary Public
Commission No. 20171200181
My Commission Expires 11/08/2020

State of NC., County of Randolph

Subscribed and sworn to before me this 5 day of DEC 20 23

Notary Public: Lori L. Pierce

My commission expires 11/8/2020

Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Superior Mechanical, Inc

as Principal, hereinafter called the Principal, and HARCO NATIONAL INSURANCE COMPANY

702 Oberlin Road Raleigh NC 27605

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name, address or legal title of Owner)

Montgomery County Schools

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Bid of Principal (5%) Dollars ($ 3,440.85/35.00)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Montgomery County Bus Garage
441 Page Street, Troy, NC 27311

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of December 2023

Superior Mechanical, Inc.
(Witness) (Seal)

HARCO NATIONAL INSURANCE COMPANY
(Witness) (Seal)

Amy J. Zigler ATTORNEY-IN-FACT

Printed or reproduced by the American Institute of Architects (AIA) by International Fidelity Insurance Company. International Fidelity Insurance Company warrants that the language in the document conforms exactly to the language used in AIA Document A310, February 1970 Edition.

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd. Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AMY J. ZIGLER, SANDI L. TRANBARGER, BRENDA F. JOYCE, CHRISTINA MARIE KAHL

Greensboro, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018, and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of post-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2022 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said he was the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand, affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Sharelle A. Outley
Sharelle A. Outley, a Notary Public of New Jersey
My Commission Expires: April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day: December 5, 2023

AR0638

Irina Marina, Assistant Secretary

Proposal

WALLACE-DUNN HEATING & AIR CONDITIONING, INC.

P.O. BOX 581
TROY, N.C. 27371
(910) 439-5056
katrina@wallace-dunn.com

Attn: Bill Mingin

PROPOSAL SUBMITTED TO: Montgomery County Schools	PHONE: (910) 576-6511	DATE: 12/05/23
STREET: PO Box 427	JOB NAME: Montgomery County Bus Garage	
CITY, STATE, AND ZIP CODE: Troy, NC 27371	JOB LOCATION: 441 Page Street, Troy, NC 27371	

We hereby submit specifications and estimates for: Estimate to provide and install two 5 ton split system air conditioners with minimal duct systems as shown on plans M100, M200, M300 and M301 dated October 18, 2023 and drawn by MSWG Engineers. Includes all equipment, material, labor and line voltage wiring with the following notes and exceptions.

- excludes any fire dampers, as none were shown on the plans
- excludes smoke detectors, not required by code. Can provide as an add, if needed
- includes 4" concrete pad, as specified
- includes four 6" bollards as requested
- includes demo of existing water coils and capping of existing water lines being abandoned in place
- this mechanical contractor is NOT responsible for cutting the water off to the boiler system that feeds the associated water coils being removed.

We Propose hereby to furnish material and labor ... complete in accordance with above specifications, for the sum of:

Sixty Two Thousand One Hundred Seventy Three Dollars and No/100 ($62,173.00)

Payment to be made in full:
Due Net 30
Past due amount subject to finance charge 1% per month, 12.00% annual percentage rate.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

5) TSL Grant Professional Development Contract w/Eury Consulting

CONTRACT

This Contract, hereinafter referred to as the CONTRACT, entered into on December 10, 2023 by and between Eury Consulting Services, Inc. residing at 1507 Red Road, Shelby, North Carolina 28152, hereinafter referred to as the "First Party," and Montgomery County School System residing at 441 Page Street, Troy, NC, hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of facilitating professional development for the system aimed at establishing and sustaining performance capacity.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth in the TSL grant;

AND WHEREAS, the Parties are desirous to enter a contractual agreement, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this project:

MISSION
The aforementioned project has been established with the following intended mission in mind:

Facilitate the implementation TSL grant defined activities of professional development that enhances the capacity of the school system to serve community stakeholders.

PURPOSE AND SCOPE
The Parties intend for this CONTRACT to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the project.

OBJECTIVES
The Parties shall endeavor to work together to develop and establish content and procedures that will promote and sustain a quality experience for designated employees and intend to maintain a product and/or services that meets or exceeds all business and industry standards.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES
It is the desire and the wish of the aforementioned Parties to this CONTRACT that this document should not and thus shall not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the project through means of the following individual services .

SERVICES COOPERATION
Eury Consulting Services, Inc. shall render and provide the following services that include, but are not limited to training to identified leaders in the topical areas:

1. Provide training to identified staff in areas of designed micro-credentials in one of two series of badges. Additional micro-credentials will be offered in an open enrollment format.
2. Provide professional development to individual schools aligned to identified needs.
3. Employ quality assurance individuals to serve as consultants to the grant and activities.
4. Hire facilitators to deliver micro-credential training.
5. Compensate facilitators from funds provided in TSL grant.
6. Collaborate with Richmond Community College to service registration, transcript maintenance and recognition ceremonies.
7. Collaborate with Research Associates in data collection, data analyses and preparation of summary reports.

Montgomery County Schools shall render and provide the following services that include, but are not limited to:

- Identifying participants for micro-credentials and professional development training
- Providing training facilities and equipment
- Meeting regularly for updates and planning
- Providing data for evaluation of training impact

TIMELINE
The services shall begin in January, 2023 and conclude during September, 2026 with agreement between Superintendent and Eury Consulting Services, Inc.

COMPENSATION
It is agreed between the Parties that the compensation for services will be in an amount specified below:

Badging: 60 participants per year can earn up to 3 badges. The Second Party will be invoiced $730 per badge completed by participants. First Party will draft invoices on the 1st day of the month based upon the number of badges completed prior to the invoice date. Annual amounts are not to exceed $131,400.00 per year for the duration of the grant period.

Leadership Coaching: First Party will provide leadership coaching for all school level administrators based upon the vision of district executive leadership. First Party will invoice Second Party on a monthly basis for the amount of $2,995.00 for the duration of the grant period.

Individualized Professional Development: First Party will provide individualized professional development based upon the request and needs of the schools within the district. District level administration will provide the requested topics to the First Party. All individualized professional development will be provided on an as needed basis. First Party will provide an itemized invoice on a monthly basis to include all professional development sessions delivered to district schools. All individualized professional development will not exceed $100,000.00 annually for the duration of the grant period.

TERMS OF UNDERSTANDING
The term of this CONTRACT shall be for a period not to exceed 32 months from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM
This CONTRACT may be amended or modified at any time in writing by mutual consent of both parties. Both parties reserve the right to cancel the CONTRACT and provide a 60 day liquidation period to rectify any outstanding payments.

GENERAL PROVISIONS
The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this CONTRACT in accordance with the provisions of the law and regulations that govern their activities. Nothing in the CONTRACT is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Contract.

If at any time either party is unable to perform their duties or responsibilities under this CONTRACT consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY
No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.

GOVERNING LAW
This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of North Carolina.

ASSIGNMENT
Neither party to this CONTRACT may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

MOU SUMMARIZATION
FURTHERMORE, the Parties to this CONTRACT have mutually acknowledged and agreed to the following:

- The Parties to this CONTRACT shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this project.
- It is not the intent of this CONTRACT to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to this CONTRACT shall mutually contribute and take part in any and all phases of the planning and development of this project, to the fullest extent possible.
- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION
The signing of this CONTRACT intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in TSL grant.

This Agreement shall be signed by Eury Consulting Services, Inc. and Montgomery County Schools and shall be effective as of the date first written above.

_____ _____
(First Party Signature) (Date)
Eury Consulting Services, Inc.

_____ _____
(Second Party Signature) (Date)
Montgomery County Schools

6) Early Graduates-additional

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: Wade Auman
DATE: January 8, 2024
SUBJ: CONSENT AGENDA ITEM (Additional MCS Early Graduates)

The following students have requested early graduation from Montgomery County Schools:

Montgomery Central High School:

Montgomery County Early College

All students on this list have received a thorough transcript audit to ensure they meet the North Carolina High School Graduation requirements for the completion of high school.

I am available to answer any questions you might have.

An Equal Opportunity/Affirmative Action Employer

Upon return to open session, Chairman DeBerry 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, February 5, 2024, at 6:30 pm at the Montgomery County Central Office.

Steven W. DeBerry, Chairman

Dale Ellis, Ed. D., Secretary