MONTGOMERY COUNTY BOARD OF EDUCATION
MINUTES

October 7, 2024

The Montgomery County Board of Education convened in a regular monthly meeting on Monday, October 7, 2024, at 6:30 pm in the Montgomery County Schools Boardroom. Board members present were Steve W. DeBerry – Chair, Anne Evans - Vice Chair, Angela Smith, Lynn Epps, Tommy Blake, Bryan Dozier, and Cindy Taylor.

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

Chairman Steve DeBerry shared an opening devotional with a reading from Psalm 36:6, "Your goodness is as high as the mountains, your justice is as deep as the great oceans. LORD, you protect both people and animals." We long for things to be made right, especially when we are personally involved but if we are the perpetrator, we want to be shown favor if we are caught. We want justice but we also want to avoid punishment or receive mercy for the things we do against others. We will be judged by the way we judge others so let us show grace to one another so that we are treated the same.

West Middle School student McKenzi Montgomery and Montgomery Central High School students Adam Honeycutt, Angel Tapia, and Gavin Cummins led the Pledge of Allegiance to the Flag of the United States of America.

Chairman DeBerry then called upon an individual that signed up to speak during the public comments section. Ms. Sherri Allgood addressed the board to request implementation of probation for the current superintendent or if needed, the search for new leadership to guide our schools toward a productive future. She stated West Middle School has consistently failed for the last seven years. Proficiency at Mt. Gilead dropped from 52% to 35%. This reflects lost opportunities, unfulfilled potential and a troubling trend we cannot ignore. Ms. Allgood stated that leadership should be held accountable and feels that it is unacceptable to continue to support a system that is failing our children. She stated that we need leaders who will challenge the system because we cannot allow complacency when our students futures are at stake, and we need someone who will work to reverse the trends we have witnessed. We owe this to our children, our teachers and to the future of our county.

Chairman DeBerry then presented a Resolution of Esteem for Shirley Jenkins to her family for her many years of service with the Montgomery County Schools. Ms. Jenkins passed away on July 29, 2024. The resolution reads as follows:

MONTGOMERY COUNTY BOARD OF EDUCATION

RESOLUTION OF ESTEEM

FOR

Shirley Bess Jenkins

WHEREAS, our Heavenly Father, in His infinite love and wisdom, saw fit to call home Shirley Bess Jenkins on July 29, 2024, and

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

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

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

MONTGOMERY COUNTY BOARD OF EDUCATION

Steven W. DeBerry, Chairman

Dale Ellis, Ed. D., Secretary

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

OCTOBER 2024

Chairman DeBerry then presented a Resolution of Esteem for Tonia Thomas to her family for her twenty-five years of service as a teacher and guidance counselor with Montgomery County Schools. Ms. Thomas passed away on July 31, 2024. The resolution reads as follows:

MONTGOMERY COUNTY BOARD OF EDUCATION

RESOLUTION OF ESTEEM

FOR

Tonia Renea Thomas

WHEREAS, our Heavenly Father, in His infinite love and wisdom, saw fit to call home Tonia Renea Thomas on July 31, 2024, and

WHEREAS, her dedication to Montgomery County Schools for twenty-five years as a teacher and guidance counselor, 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.

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Anne Evans ~ Lynn Epps ~ Cindy Taylor

OCTOBER 2024

Chairman DeBerry called upon Dr. Ellis and Enoc Robledo for the Certified and Classified Employees of the Month for West Middle School. Chris Callahan, 6th- 8th grade Construction Trades, was the certified winner. Sharon LeGrande, Receptionist, was the classified winner.

Dr. Ellis called upon Rufus Samkin for the Certified and Classified Employees of the Month for Montgomery Central High School. Phil Spivey, English/Journalism teacher, was the certified winner and Lilliana Morales, Custodian, was the classified winner.

Dr. Ellis then recognized Marvin Smith from East Middle School for being selected as Montgomery County Schools Principal of the Year for the 2024-2025 school year.

Dr. Ellis then recognized JaMese Black, Daniel Jones, and Officer Adam Lucas from Mt. Gilead Elementary school for their phenomenal job of assisting a fellow employee who was having a medical emergency. Their swift actions saved their fellow employees life. Jessica Livingston, Aletha Green, and Tera Pollard were unable to be present tonight.

Chairman DeBerry stated that the next item was the consent agenda and requested to hold the consent agenda until after the closed session. The board approved unanimously.

Chairman DeBerry called upon Mitch Taylor and Dale Smith with Anderson, Smith and Wike to discuss the audit report for the 2023-2024 school year. Mr. Smith stated that the report was clean with no errors and the district's finances were expended properly. The audit report is divided into two sections, one being finance and the other compliance. Total assets were $4,753,816 with a total fund balance of $4,660,012. The Child Nutrition program reported a slight loss of $(93,131) for the year which is an improvement over the previous year. This was the districts first year under the CEP and it is good that the district showed improvement in the year that the program was adopted. Montgomery County Schools has no issues and continues to maintain good financial shape.

Chairman DeBerry called upon Enoc Robledo for the West Middle Presentation on Student Leadership in West Middle School. Mr. Robledo stated that student leadership opportunities are important at West Middle so therefore he felt the best people to present tonight were the students. Lucian Beaman, McKenzi Montgomery, Savanah Polk, and Aide Garcia each spoke about the various opportunities for students to participate in student leadership at WMS. Student Government Association (SGA), gives students the opportunity to work together to plan events, address student concerns and make decisions that affect the school while making it fun. Some of the SGA's accomplishments include purchasing volleyball equipment, they held a basketball camp that was hosted by former WMS students, hosted the annual Sneaker Ball Dance, and one of the biggest events was the EOG kickoff. The Beta Club promotes outstanding leadership through a culture of service, scholarship, and character development among students. They recently held a BBQ fundraiser to help with their upcoming State competition and through this sale students learned how to organize and work as a team towards a similar goal. West Middle School also offers students an opportunity to participate in the Principals Advisory Committee which allows a platform for open dialogue between students, faculty, and administration. They also host spirit weeks to celebrate different cultures to help students appreciate their identities and heritage while highlighting the progress we have made as a society and school system. Cheer Team and Drama Club also create a positive environment and play an essential role in developing leadership and confidence among students.

Chairman DeBerry then called upon Rufus Samkin for the Montgomery Central High Presentation on School Culture and Leveraging Legacy. Mr. Samkin stated that in April and May he sat down with staff, students from each grade level and parent groups to establish the "temperature" of the school, evaluate the current school culture and to solicit feedback of perceived strengths and weaknesses in the

high school environment. The common theme of the feedback was lack of school spirit and pride, students unmotivated, minimal parental involvement, and poor communication (admin to staff, staff to students, school to home). We established planning groups consisting of staff, students and parents to discuss what our priorities should focus on. Some of our priorities for change included building school identity, brand, and school spirit, increasing student ownership, focusing on character, deeper focus on our shared history, modifying parent engagement opportunities to increase access, and creating more opportunities for the community to engage with the school and our campus. Our results so far have shown an increase in attendance and engagement at games and events, increased signs of school spirit in both the school and the community, student behavior and school culture have significantly improved, and a noticeable decrease in phone use. At Homecoming we launched our Legacy campaign and alumni nights have been a tremendous success. The presentation ended with a video of current employees who were former students of East and West Montgomery, and they spoke of the importance of East and West coming together as one. Mr. Dozier asked if we are doing anything to celebrate academic achievement. Mr. Samkin stated that once they complete parent conferences next week they plan to start the Academic Booster Club. Our hope is to have parents involved in academics as much as possible in the same sort of theme as we do for band or football. Hopefully we can grow that into something positive.

Chairman DeBerry called upon Dr. Dale Ellis for the NCSBA Delegate Selection Form and Guidelines. The board selected Anne Evans, Tommy Blake, Angela Smith, and Lynn Epps to represent the Montgomery County Schools at the 2024 NCSBA Delegate Assembly in Greensboro. Steve DeBerry, Bryan Dozier, and Cindy Taylor were selected as alternates. Mr. DeBerry then asked for a motion to approve the selections. Bryan Dozier made the motion, with Cindy Taylor seconding. The board approved unanimously.

Chairman DeBerry called upon Dr. Dale Ellis for the Superintendent's Comments. Dr. Ellis stated that October is Principal Appreciation month. We have Adam Matthews-Candor, Emily Dunn-Green Ridge, JaMese Black-Mt. Gilead, Jon LaChance-Page Street, Janet Deaton-Star, Jessalyn Spell-Troy, Marvin Smith-East Middle, Enoc Robledo-West Middle, Rufus Samkin-Montgomery Central, Heather Seawell-Montgomery Early College, and Amy Reynolds-Montgomery Learning Academy. All of our principals do a tremendous job but unfortunately everything that you do is going to make 50% of the people happy with the other 50% mad no matter what it is. I appreciate our principals and the jobs that they do every single day. We have been blessed with great principles. I know that we will continue to do great things and our results will improve.

Mr. Dozier then asked to say a few words regarding a podcast that someone had sent to him. The individuals in the podcast attacked several of our employees by saying they were not qualified. Mr. Dozier stated that he was bothered by the attack on Mr. DeBerry by accusing him of nepotism and that the two individuals they were referring to are both very qualified. The two employees singled out were Wade Auman and Matt DeBerry and we should feel lucky to have individuals from our county in these positions. Mr. Dozier went on to say that they also accused Ms. Evans of not having our teachers back and accused him of demanding a teacher change his child's grade. Both allegations were untrue. Mr. Dozier stated that the individuals who conducted the podcast never offer an alternative to help improve our schools, it appears that they only want to tear things down and we understand why. He stated that he supports and has complete confidence in the employees/board members who have been attacked. Ms. Smith asked to speak also in reference to the podcast and the statements made by Mr. Dozier. She requested clarification on his statement that "we understand why" because she did not know why. Dr. Ellis stated that it was because this individual "hates me". After a short discussion, Attorney Max Garner stated that any discussion of personnel matters would need to be conducted in closed session.

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

The following items were approved after closed session with a motion by Bryan Dozier and a second by Tommy Blake:

1) Board Minutes from September 9, 2024
2) Board Minutes from September17, 2024 EOY Review
3) Personnel and Auxiliary Reports:

MONTGOMERY COUNTY SCHOOLS
PERSONNEL REPORT
Emily Shaw, Assistant Superintendent for Human Resources
October 7, 2024

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

Resignation/Retirement	School/Assignment	Effective Date
1) Abriel Carpenter Resignation	Montg. Learning Ac. PT One-on-One	9/23/2024
2) Sean Maness Resignation	Montg. Early College Digit. Learning Coord.	9/30/2024
3) Shelby Williams Resignation	Candor Elementary 1st Grade Teacher	9/25/2024

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

	Non-Certified	Record Check
1)	Jessica Richards	Yes
2)	William Huneycutt	Yes
3)	Shelia Williams	Yes
4)	Allison Thompson	Yes
5)	Fay Simon	Yes
6)	Candace Marsh	Yes
7)	Brenda Hurley	Yes
8)	Louise Little	Yes
9)	Holly Freeman	Yes
10)	J'la Hinson	Yes
11)	Abrilya Ewings	Yes
12)	Joleigh Bruton	Yes
13)	Jennifer Bailey	Yes
14)	Gerard Richardson	Yes
15)	Leah Hilliard	Yes
16)	Allyson Ratliff-Wall	Yes
17)	Scotesia Dunlap	Yes

	Certified-Sub. Teachers	Record Check
1)	Kaleb Barlow, Montg. Central High	Yes
2)	Jessica Hamilton, Star Elementary	Yes
3)	Diana Sanchez, Montg. Central High	Pending

c. Report of the following transfers:

Transfer/ Effective Date	From	To
1) Wayne Kocher 8/19/2024	Mont. Co. Early Co. P. Peers Intern	Mont. Co. Early Co. AP/Career Coach
2) McKenzie Brady 8/19/2024	All Locations Child. Nutr. Sub.	East Middle School P.T. Child Nutri.
3) Stacy Tucker 9/01/2024	Mont. Central High P.T. Child Nutrition	Montg. Central High F.T Child Nutrition
4) Frances Morris 9/23/2024	Central Office EC Coordinator Instruction	Candor Elementary 3rd Grade Teacher
5) Shevon Little 8/28/2024	Mt. Gilead Elementary Teacher Assistant	Mt. Gilead Elementary Pre-K Lead TA
6) Stephanie Harrington 9/30/2024	Green Ridge Elemen. Teacher Assistant	Montg. Central High Exc. Child. Teach Assist./Bus Driver

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

Employee	School/Assignment
1) Chesley Smith	Montgomery Central High – Social Studies Teacher
2) Calista Korzelius	Mt. Gilead Elementary Exceptional Children's Teacher
3) Mythli Veerasurla	East Middle School 6th Grade Science Teacher

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

Employee/ Effective Date	School/ Assignment	Record Check	Replacing
1) Debra Sikes 10/1/2024	Candor Elementary Guidance Counselor	Yes	Tonia Thomas
2) Yana Stevenson Pending	Candor Elementary 1st Grade Teacher	Yes	

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) Tanwanna Bennett 9/16/2024	Candor Elementary Student Support Specialist	Yes	Stacy Moore
2) Natasha McBride 9/16/2024	Mt. Gilead Elementary Teacher Assistant/Bus Driver	Yes	Shevon Little
3) Jessica Poole 9/23/2024	All Locations Child Nutri. Subst.	Yes	
4) Karina Zapata 9/16/2024	All Locations Child Nutri. Subst.	Yes	
5) Gina Brewer 9/9/2024	Montg. Central High P.T. Child Nutrition	Yes	
6) Heather Morton 9/16/2024	Mt. Gilead Elementary P.T. Teacher Assistant	Yes	
7) Lametta Way TBD	Montg. Central High Interpreter	Pending	
8) Santrel Durham 10/8/2024	West Middle School ISS Coordinator	Yes	Antonio Garner
9) Sylvia Johnston 10/8/2024	Montg. Central High P.T. Child Nutri.	Yes	
10) Monica Jimenez 9/30/2024	Green Ridge Eleme. PACE Teacher Assistant	Yes	Stephanie Harrington
11) Angela Mason 9/29/2024	Candor Elementary After School Program	Yes	
12) Christine Wilder TBD	Montg. Learning Aca. Behavior Spec. Assist/Bus Driver	Pending	Valerie Ingram
13) Carltina Johnson 10/8/2024	Montg. Learning Aca. P.T. One-on-One	Yes	Abriel Carpenter

g. Upon recommendation, approval of the following coaches:

East Middle School
Cross Country – Jo Miller and Shawna Slack
Football – Travis Talley, Bret Bean, and Betty Baldwin
Cheerleading – Barbara Streeter
Volleyball – Jocelyn Smith and Kathy Singleton

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

Administrator - Annual 12-month term commencing November 1, 2024, and ending October 31, 2028

- Wade Auman, Deputy Superintendent for Learning
- Emily Shaw, Assistant Superintendent for Human Resources
- Jack Cagle, Associate Superintendent of Administrative Services
- Mitch Taylor, Chief Financial Officer
- Matthew Woodard, Assistant Superintendent for Operations

4) 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: October 7, 2024
Subject: Agenda Item (Section – Consent Agenda)

Attached you will find the Budget Resolution for your consideration for the year ending June 30, 2025.

Fiscal Year 2024-2025 Budget Resolution

The district's initial budget, or Budget Resolution, is established according to the portion of the budget code known as the purpose code. Future budget amendments are approved based on subsequent changes to the purpose code amounts listed in the Budget Resolution. Within the state established 19-digit budget code system, the purpose code is the four-digit number which groups expenses according to what they are to be used for and are classified into 5 different purposes and are defined below:

5000 – Instructional Services

6000 – System-Wide Support Services

7000 – Ancillary Services (Child Nutrition)

8000 – Non-Program Charges (Federal In-direct Cost charges)

9000 – Capital Outlay Expenses

The district anticipates receiving revenues from state, federal, county and grant sources along with donations from private sources in the 2024/2025 fiscal year. Based on these sources of funding, a revenue and expense budget has been established for Montgomery County Schools, categorized by funding source and purpose code. This initial budget for the 2024/2025 fiscal year is referred to as the Budget Resolution. I have attached the 2024/2025 Budget Resolution for Montgomery County Schools. This is an action item and requires a vote.

BUDGET RESOLUTION 2024-2025
Montgomery County Schools

BE IT RESOLVED by the Board of Education of the Montgomery County School Administrative Unit:

Section 1 – The following amounts are hereby appropriated for the operation of the school administrative unit in the State Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2026

State Funds - Expenses			
	5000	Instructional Services	26,058,018.18
	6000	System-Wide Support Services	4,687,468.94
	7000	Non-Programmed Charges	115,663.88
Total State Expenses			**30,861,151.00**

Section 2 – The following revenues are estimated to be available to the State Fund for fiscal year beginning July 1, 2024, and ending June 30, 2025:

State Funds- Revenues			
	3000	State Revenues	30,861,151.00
Total State Revenues			**30,861,151.00**

Section 3 – The following amounts are hereby appropriated for the operation of the school administrative unit in the Local Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Local Funds-Expenses			
	5000	Instructional Services	3,452,188.58
	6000	System-Wide Support Services	3,891,227.42
	7000	Ancillary Funds	1,000.00
	8000	Non-Programmed Charges	0.00
Total Local Expenses			**7,344,416.00**

Section 4 – The following revenues are estimated to be available to the Local Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Local Funds-Revenues		
3000	Local Revenues	0.00
4000	Local Revenues	7,344,416.00
Total Local Revenues		**7,344,416.00**

Section 5 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Federal Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Federal Funds-Expenses		
5000	Instructional Services	810,623.75
6000	System-Wide Support Services	130,748.50
7000	Ancillary Funds	0.00
8000	Non-Programmed Charges	289.52
Total Federal Expenses		**941,661.77**

Section 6 – The following revenues are estimated to be available to the Federal Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025

Federal Funds Revenues		
3000	Federal Revenues	941,661.77
Total Federal Revenues		**941,661.77**

Section 7 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Capital Outlay Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Capital Outlay-Expenses		
5000	Instructional Services	0.00
6000	System-Wide Support Services	2,500.00
7000	Ancillary Funds	0.00
8000	Non-Programmed Charges	0.00
9000	System-Wide Support Services	240,450.46
Total Cap Outlay Expenses		**242,950.46**

Section 8 – The following revenues are estimated to be available to the Capital Outlay Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Capital Outlay Revenues		
3000	Capital Outlay Revenues	0.00
4000	Capital Outlay Revenues	242,950.46
Total Cap Outlay Revenues		**242,950.46**

Section 9 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Child Nutrition Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Child Nutrition-Expenses		
7000	Ancillary Funds	3,880,560.00
8000	Non-Programmed Charges	220,000.00
Total Child Nutrition Expenses		**4,100,560.00**

Section 10 – The following revenues are estimated to be available to the Child Nutrition Fund for the fiscal year beginning July 1, 2024 and ending June 30, 2025:

Child Nutrition-Revenues		
3000	Child Nutrition Revenues	3,290,000.00
4000	Child Nutrition Revenues	810,560.00
Total Child Nutrition Revenues		**4,100,560.00**

Section 11 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Special Grants Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Special Fund 8-Expenses		
5000	Instructional Services	9,004,575.11
6000	System-Wide Support Services	422,548.92
7000	Ancillary Funds	103,000.00
8000	Non-Programmed Charges	586,749.93
Total Special Fund 8-Expenses		**10,116,873.96**

Section 12 – The following revenues are estimated to be available to the Special Grants Fund for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

Special Fund 8-Revenues		
3000	Special Fund 8 Revenues	9,082,735.55
4000	Special Fund 8 Revenues	1,034,138.41
Total Special Fund 8-Revenues		**10,116,873.96**

Total of all Revenues	*2024-2025 Fiscal Year*	*53,607,613.19*
Total of all Expenses	*2024-2025 Fiscal Year*	*53,607,613.19*

Section 13 – All appropriations shall be paid first from revenue restricted as to use and second from general unrestricted revenues.

Section 14- The Superintendent is hereby authorized to transfer appropriations within a fund under the conditions as follows:

A. Amounts may be transferred between functions within a purpose without limitations and without a report to the board of education being required.
B. Amounts may not be transferred between purpose codes or funds nor from any contingency appropriation with a fund without board of education approval.
C. Amounts may be transferred in state or federal projects upon prior approval of the appropriate funding agency. If such transfers require board of education approval under other provisions of this resolution, approval must be obtained prior to the transfers being made.
D. Amounts may not be transferred which would result in elimination of currently staffed positions and/or existing programs without board of education approval. NOTE: This condition does not preclude any budgetary decisions and/or recommendations not intended to alter the current educational offerings or levels of supporting service(s), such as, but not limited to site-based conversions of positions (i.e. converting teaching positions to/from teacher assistant positions); and /or restricting, downsizing or reallocating vacant positions.
E. For the purpose of year-end closeout only, the board of education agrees to suspend the restrictions/provisions of this resolution given that summary of all such transfers must be reported no later than October 31, 2024. And any such transfers resulting from extraordinary/unusual occurrences/circumstances must be notated and explained.

Section 15 – Copies of the Budget Resolution shall be immediately furnished to the superintendent and school finance officer for direction in carrying out their duties.

Adopted the 7th day of October 2024.

Chairman – Board of Education

Secretary – Board of Education

5) Graduation Dates:

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: October 7, 2024

SUBJ: ACTION ITEM (Graduation Dates)

The proposed graduation dates are as follows:

Montgomery County Early College: May 22, 2025 at 7:30 pm at the Montgomery Central Stadium
Proposal for Rain: May 22, 2025 at 7:30 pm at the Montgomery Central Auditorium

Montgomery Learning Academy: June 5, 2025 at 6:30 pm in the Montgomery Central Auditorium

Montgomery Central High School: June 6, 2025 at 8:30 am at the Montgomery Central Stadium
Proposal for Rain: June 6, 2025 at 8:30 am at the Montgomery Central Auditorium

Proposed rain options have been added due to the potential for inclement weather prohibiting an outdoor event. I recommend approval of these dates and times so we can publish them for the convenience of our communities in making plans for attendance.

I am available to answer any questions you might have.

An Equal Opportunity/Affirmative Action Employer

6) HM Kern Settlement:

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") made this 20th day of September, 2024, by H.M. Kern Corporation ("H.M. Kern") and Montgomery County Schools ("MCS") (collectively, "Parties");

WITNESSETH

WHEREAS, H.M. Kern, as a general contractor, entered into a contract with MCS dated January 26, 2021 (the "Contract") wherein H.M. Kern agreed to provide labor, materials and equipment needed for the construction of the Montgomery Central High School Field House project, in Troy, North Carolina (the "Project"); and

WHEREAS, MCS was the owner of the Project; and

WHEREAS, H.M. Kern claims that MCS has failed to pay H.M. Kern $71,840.00 pursuant to a change order, PCO-24, for the removal of existing stone, fine grade and compacting of the subgrade, and installing and compacting new stone to correct inaccurate elevations from existing conditions at the site (the "PCO-24 Claim"); and

WHEREAS, on July 23, 2024, MCS wrote to H.M. Kern requesting H.M. Kern to file for mediation to resolve the PCO-24 Claim, and on August 7, 2024, H.M. Kern filed a Request for Mediation with the American Arbitration Association to mediate the PCO-24 Claim (the "Mediation"); and

WHEREAS, the Parties have agreed to compromise and settle PCO-24 Claim and pending Mediation between them; and enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, H.M. Kern and MCS hereto agree as follows:

1. Settlement Payments. MCS shall pay to H.M. Kern the sum of fifty thousand dollars and 00/100 ($50,000.000 within fourteen (14) days of this Agreement (the "Settlement Payment").

2. Mediation. H.M. Kern shall, within five (5) days of MCS signing this Agreement and making the Settlement Payment, advise AAA the matter has been resolved.

3. For and in consideration of the above payment and other good and valuable consideration, the Parties on behalf of themselves and their parent and subsidiary corporations, insurers, predecessors, successors, assigns, officers, directors, affiliates, members, agents and employees, do hereby remises, releases, acquits and forever discharges each other and their parent and subsidiary corporations, predecessors, successors, assigns, officers, directors, affiliates, members, agents and employees and the sureties and insurers, of and from every and any and all manner of action and actions and cause and causes of action, suits, debts, dues, sums of money, damages, judgments, liens, notices of claims of liens on funds, claims of lien on real property, bonds, claims and demands, and any and all consequential damages, punitive damages or statutory penalties whatsoever, including, by way of illustration and not limitation, all costs and expenses, including attorney's fees, whether known or unknown and whether presently existing or existing hereafter, which they now have or have had or shall hereafter have for, by reason of, related to or arising out of the PCO-24 Claim and the Mediation.

4. The Parties agree that they have executed this Agreement on their own knowledge and their own investigation of the facts, and that this Agreement is not executed in reliance upon any statement of any person connected with, representing or represented by any of the entities hereby

released.

5. The Parties further acknowledge and agree that this Agreement is a compromise of doubtful and disputed claims, and the payment and the releases specified herein are not to be construed as an admission of liability on the part of any of the Parties, which all expressly deny any such liability.

6. Each party declares that it has carefully read this Agreement, that it has been fully advised in connection with this Agreement by legal counsel of its own choice, that this Agreement has been fully explained to it prior to its execution and that it understand its terms and legal effect, and it signs this Agreement of its own free act.

7. Each party has had the opportunity to participate in the drafting of this Agreement, which is the result of negotiations. It is, therefore, specifically agreed that, in the event of any dispute with respect to the proper interpretation of any term of this Agreement, neither Party shall be deemed to be the drafter.

8. This Agreement contains the Entire Agreement between the Parties and the terms hereof are contractual in nature and not merely recitals and shall not be modified or amended except by written instruments signed by H.M. Kern and MCS or their representatives.

9. This Agreement may be executed simultaneously in one or more counterparts and may be executed electronically and exchanged by email. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into and executed by the properly authorized individuals with full authority of their respective organizations.

H.M. KERN CORPORATION

By: _____
Title: _____

MONTGOMERY COUNTY SCHOOLS

By: _____
Title: Chairman, BOE

7) Refine Communications Solutions Contract Amendment

Professional Service Contract
2024-2025 School Year
Addendum

Contractor Name: Refine Communication Solutions, LLC
Contractor Address: 175 Enfield Drive, Carthage NC 28327
Phone: 716-400-8109

Montgomery County School District
Professional Services Contract with
Refine Communication Solutions, LLC

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services.

THIS AGREEMENT IS ENTERED into on October 1, 2024 between Montgomery County School District, hereby known as the (purchasing agent), having a principal place of business at Po Box 427 Troy, NC 27371-0427 and Refine Communication Solutions, LLC, hereby known as the Contractor. Through this agreement, the Contractor agrees to provide Speech-Language and Communication services for students attending Montgomery County Schools in accordance with the district's needs during the 2024-2025 school year.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION
The Contractor shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding the student, and shall maintain the confidentiality of that information consistent with state and federal law.

CONTRACTOR'S COVENANTS AND REPRESENTATIONS
Contractor covenants and represents as follows:

(a) Contractor agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential pursuant to the Family Educational Records and Privacy Act (FERPA).

(b) Contractor represents and warrants that it has in place Administrative Security, Physical Security, and Logical Security controls to protect from a data breach or unauthorized data disclosure.

(c) Contractor agrees to restrict access to Personally Identifiable Information (PII) to only authorized staff who require such access to perform their assigned duties.

(d) Contractor agrees not to use student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising.

(e) Contractor represents and warrants that it has an appropriate records retention schedule and/or policy for the destruction of data that is not inconsistent with the School's record retention policy.

(f) Contractor agrees to indemnify and hold harmless the School from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from Contractor's performance of the services

provided under this Agreement and/or non-compliance with state and federal law, including Contractor's Covenants and Representations as set forth in this Agreement.

(g) At the School Board's discretion, penalties for non-compliance with state and federal law or Contractor's Covenants and Representations as set forth in this Agreement may include, but are not limited to a 2 year ban on Contractor's ability to provide services to the School.

The following services(s) request: Speech-Language and Communication Services for the 2023-2024 School Year
This contract does not include ESY.

	Item Description	Cost	Total
	Speech-Language and Communication Services Monday-Friday 2024-2025 School Year *Day of the week, time, and place dependent upon Refine Communication, LLC's clinician's availability*	$73.00 per hour for direct and indirect time	Dependent upon billable hours each week

- Agreed upon additional allowances include: Outlined in Exhibit A, attached below
- Contractor requirements attached hereto are made a part of this contract.
- The parties agree that the Contractor is solely responsible for all costs and expenses incurred in connection with the performance of those services described in this agreement unless noted above.

1. The contractor agrees to provide special education and /or related services in accordance with the following State and federal laws and regulations: North Carolina Code; North Carolina State Board of Education Regulations pertaining to special education;the Individuals with Disabilities Education Act; Part 34 of the Code of Federal Regulations, Sections 330.330-300.349 and 30.400-300.576; Section 504 of the Rehabilitation Act; Part 104 of the Code of Federal Regulations; and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provision relating to:

   a. FAPE
   b. Least restrictive environment (LRE)
   c. Personnel who meet appropriate standards
   d. Individualized Education Programs (IEPs)
   e. Parent participation
   f. Procedural safeguards
   g. Protection in evaluation procedures
   h. Confidentiality of information
   i. Nondiscrimination on the basis of handicap

2. The Contractor agrees to provide education and/or related services for identified student(s) including:
   a. The appropriate staff and oversight to implement IEPs for each student as determined by the school IEP team;
   b. Services to the student according to the school district's 2023-2024 school calendar (attached), excluding emergency school closures.

3. The Contractor further agrees to provide the School the following:
   a. Other ongoing progress reports that the contractor uses to monitor each student's progress toward IEP goals and objectives;

   b. Verification that the contractor personnel responsible for providing special education and related services meet the highest entry-level state standards for the appropriate occupation category;
   c. Submission of monthly billings to the School for programs/services provided;
   d. Written documentation for service days, times and results of services provided for each student, as per the IEP.
   e. A copy of the service provider's subcontractor qualifications showing professional credentials for the School's files;
   f. Services as authorized in the student's IEP, as directly related to behavioral intervention services;
   g. Assurance that all work will be performed in accordance with the highest professional standards; and

4. If the student is no longer receiving services from the Contractor for any reason, the Contractor shall inform the School, and the obligation of the School to pay for services will cease as the last day of service provided.

5. The contractor and the School agree to comply with all pertinent statutes of the State of North Carolina and such rules and regulations as the State Board of Education may legally prescribe, which are by reference incorporated in and made a part of this Contract as though set forth herein.

6. The School assures that health-related services or program placement will begin after having conducted an IEP team meeting to develop an IEP. The contractor, at the School's discretion, may request or attend subsequent IEP team meetings to revise the student's IEP, but a School representative must participate in all such meetings.

7. The School will pay the contractor based on submission of an invoice with documentation described in 3.f. ***All invoices should be submitted every two weeks after the 15th and 30th or 31st of each month.*** Montgomery County will remit payment to be received by the Contractor within 5- 10 days of receipt of invoice.

8. The contractor will specify the number of hours of service per week/month agreed to for the above student in accordance with the student's IEP.

9. The school will provide documentation necessary for the contractor to carry out the portion of the IEP that falls under the contractor responsibility.

10. The School will compensate the contractor for services provided for students as outlined in Exhibit A, found at the end of this contract.

11. This agreement may be terminated by either party. Upon termination, the contractor will stop services. The contractor will be reimbursed for the costs incurred to date of termination upon submission of invoice with documentation as described above within 60 days of termination.

Montgomery County Schools District	Refine Communication Solutions, LLC
Signature	Signature
Superintendent	
Title of Position	Title of Position
10/3/24	
Date	Date

EXHIBIT A

This exhibit, as part of the Agreement between Montgomery County School District and Refine Communication Solutions, LLC (Contractor; contacts listed below), defines the terms of service provision.

Provider:	Estimated Time and Location:	Contractor Contact:
Refine	Candor Elementary - 20-25 hours a week	Justine Torres, Lenay Ludwig, Paige
Refine	Star Elementary - 20-25 hours a week	Paige Christman
Refine	Green Ridge Elementary - 25-30 hours a week	Whitney Pinson
Refine	Mount Gilead Elementary - 8 hours a week	Talia Hayes
Refine	East Middle School - 8 hours a week	Talia Hayes
Refine	Troy Elementary - 24 hours a week	Talia Hayes

- 6 Schools, 5 Providers, Around 150 students, 265 Weekly Therapy Sessions

Provider shall provide to the Students with a licensed therapist. For each consultation the therapist shall:
   a. Conduct a consultation to assess the Student's therapy needs; and
   b. Based upon consultation, respond as follows:
      i) Perform direct therapy sessions and assessments
      ii) Communicate by email or phone with educators and caregivers
      iii) Plan, document and create reports
      iv) Manage and attend IEP meetings as requested by Client

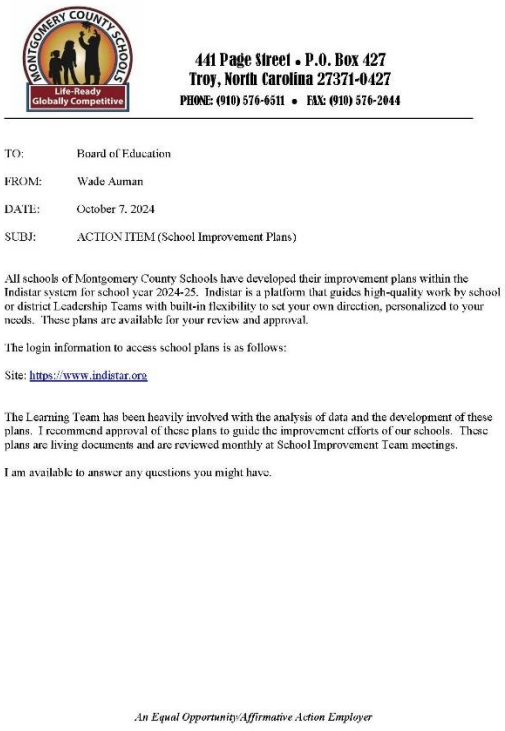
Direct Service Rates:
• $73.00 per hour for speech-language and communication services paid by Client to Provider twice per month

Additional Services/times Estimated throughout the school year:
• File Review per new student: 30 minutes
• IEP goals written and entered in ECATS: 1 hour- 3 hours
• Eligibility testing: 30 min – 1.5 hours, depending on student and test type
• Quarterly Progress Notes: 10-15 minutes per student
• Attendance to IEP/Eligibility Meeting: length of meeting

Cancellations/No Shows:
- 24 hour notice (and or first thing in the morning) is required if a student will not be at school on their scheduled therapy, screen and or diagnostic day, if not told 24 hours prior (and or first thing in the morning) and SLP is ready to serve student a billable charge will be acquired by Montgomery County School District

Mileage Reimbursement:
N/A

8) School Improvement Plans



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: October 7, 2024

SUBJ: ACTION ITEM (School Improvement Plans)

All schools of Montgomery County Schools have developed their improvement plans within the Indistar system for school year 2024-25. Indistar is a platform that guides high-quality work by school or district Leadership Teams with built-in flexibility to set your own direction, personalized to your needs. These plans are available for your review and approval.

The login information to access school plans is as follows:

Site: https://www.indistar.org

The Learning Team has been heavily involved with the analysis of data and the development of these plans. I recommend approval of these plans to guide the improvement efforts of our schools. These plans are living documents and are reviewed monthly at School Improvement Team meetings.

I am available to answer any questions you might have.

An Equal Opportunity/Affirmative Action Employer

Upon returning to open session, Mr. Dozier made a motion to extend the Superintendents contract for two years. The board approved with a split vote of 4-3. For – Steve DeBerry, Tommy Blake, Bryan Dozier, and Anne Evans. Against – Lynn Epps, Angela Smith and Cindy Taylor. Chairman DeBerry asked for a motion to adjourn the meeting. Bryan Dozier made the motion with Tommy Blake seconding; the meeting was duly adjourned.

The next regular meeting will be held on Monday, November 4, 2024, at 6:30 pm at the Montgomery County Central Office.

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