



Pender County Schools

BOARD PACK

for

Special Called Board Meeting

Monday, September 16, 2024

9:00 AM (EDT)

Held at:

Dr. Katherine Herring Resource Center

798 Us Highway 117 S, Burgaw, NC 28425

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Agenda

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AGENDA



SPECIAL CALLED BOARD MEETING

Name:	Pender County Schools
Date:	Monday, September 16, 2024
Time:	9:00 AM to 10:00 AM (EDT)
Location:	Dr. Katherine Herring Resource Center, 798 Us Highway 117 S, Burgaw, NC 28425
Board Members:	Don Hall (Chair), Beth Burns, Phil Cordeiro, Brent Springer, Ken Smith
Attendees:	Bob Fankboner, Dr. Brandy Sawyer, Craig Lawson, Dr. Brad Breedlove, Brandon McPherson, Kevin Taylor, Lisa Nowlin, Loren Macon, Michael Taylor

1. Determine Quorum / Call To Order

2. Adoption of Agenda

3. Action Agenda

3.1 Consider K-8 Project Manager Contract

Brandon McPherson, Kevin Taylor

Supporting Documents:

3.1.a	Barr&Barr-PCS Agreement (1).pdf	4
3.1.b	Executive Summary Barr and Barr- September 2024.docx	23

3.2 Consider Purchase of Panorama Software Program

Michael Taylor

Supporting Documents:

3.2.a	Executive Summary Panorama - September 2024.docx	24
3.2.b	Pender _ Proposal - Student Success (Field Sales).pdf	25
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4. Closed Session

5. Action from Closed Session

6. Adjournment

6.1

Next meeting: Regular Meeting - Oct 8, 2024, 6:00 PM

**PENDER COUNTY BOARD OF EDUCATION
CONTRACT FOR PROJECT MANAGEMENT SUPPORT SERVICES**

This contract for Project Management Support services (the “Contract”) is made and entered into this __th day of September 2024, between the Pender County Board of Education (the “Board”), 925 Penderlea Highway, Burgaw, North Carolina 28425, and Barr & Barr, Inc. (the “Provider”), 555 Fayetteville St., Suite 300, Raleigh, NC 27601.

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

1. Obligations of Provider. Provider hereby agrees to provide the following services to the Board (including the Pender County Schools Administration):
 - 1.1. The Provider shall provide the following services for the compensation set forth below:
 - 1.1.1. Assist with reviewing of critical path management construction schedule, the product material submittal schedule, and the project schedule of values.
 - 1.1.2. Attend construction progress meetings with stakeholders and design team to review project status, inspect installed items for quality of work performed, compliance with the project documents, evaluate progress against the schedule, status of submittal reviews, review of upcoming work, review of material testing and inspection reports, review of inspections by authorities having jurisdiction and other related items.
 - 1.1.3. Attend weekly meetings throughout the construction period with the identified stakeholders and design team.
 - 1.1.4. Assist with reviewing of the submitted product information and drawings.
 - 1.1.5. Assist with reviewing of the monthly applications for payment.
 - 1.1.6. Assist with the selection of technology systems and components.
 - 1.1.7. Attend two meetings with stakeholders to evaluate and select the item
 - 1.1.8. Assist with the procurement of the technology.
 - 1.1.9. Assist with the substantial completion inspection.
 - 1.1.10. Attend weekly site, building and systems inspections and provide the Board with a list of all inspections, passing or failing, through the Contractor’s technology program.
 - 1.1.11. Assist with the final project inspection.
 - 1.1.12. Attend two days of site, building and systems final inspections.
 - 1.1.13. Assist with the installation of furniture, equipment, and technology including having the school ready to occupy and use.
 - 1.1.14. Assist with the development of bi-weekly progress presentations to the Board of Education.
 - 1.1.15. Attend Board of Education meetings for presentations of the construction progress as called upon.
 - 1.1.16. Assist with the building shakedown and initial occupancy of the new school.
 - 1.1.17. Assist with the warranty log in conjunction with the Contractor and contractor notifications

of the new school.

1.1.18. Assist with all warranty inspections of the building, systems and site of the new school.

1.1.19. Assist with the development and implementation of an independent survey of the new school.

1.1.20. Assist with the development of presentations to the Board of Education of the project closeout and the survey results of the new school.

1.1.21. Attend the Board of Education meeting presentation of the project closeout and the survey results of the new school.

1.2. Schedule. Work will be completed in a timely manner acceptable to the Board in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.

1.3. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

1.4. Tools, Instruments and Equipment. Provider shall provide Provider's own tools, instruments, and equipment necessary for carrying out Provider's obligations under this Contract.

1.5. Records Maintenance. Provider shall maintain written documentation of all services provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

1.6. Work Product. Provider agrees to assign and does hereby assign to the Board all right, title, and interest in and to any work product generated in the performance of services under this agreement, including but not limited to, all information, notes, material, drawings, records, diagrams, know-how, designs, ideas, and discoveries.

2. Term. The services described in the Contract will be provided from September 1, 2024 through December 30, 2027 unless sooner terminated as herein provided.

3. Compensation. The Board hereby agrees to compensate Provider in the not to exceed amounts noted below for services rendered and accepted by the Board, with total payments not to exceed \$546,597.00.

With the Board's written consent, payments may be made in monthly installments for work performed and accepted during the previous month. Provider shall provide Board with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by Board. Such invoices shall be submitted within thirty (30) days of the rendering of services. The Board shall process payments to Provider within forty-five (45) days of submission of such invoice(s). Invoices should be sent to Dr. Brad Breedlove, Superintendent, Pender County Schools, 925 Penderlea Highway, Burgaw, North Carolina 28425, for review and approval.

4. Termination for Convenience. The Board may terminate this Contract at any time at its complete discretion upon seven (7) calendar days' notice in writing from the Board to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the Board be turned over to it and become its property. If the Contract is terminated by the Board in accordance with this section, the Board will pay Provider at the rate set out in Section 3 for all services performed as of the date of termination.

5. Termination for Default. At any time, the Board may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the Board is dissatisfied with the quality of services provided.

6. Contract Funding. It is understood and agreed between Provider and the Board that the Board's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 combined single limit each accident in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 per claim/aggregate in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the Board and shall contain an endorsement to provide the Board at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract. If requested by the Board, Provider shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and/or supplies.
9. Monitoring and Auditing. Provider shall cooperate with the Board, or with any other person or agency as directed by the Board, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the Board to evaluate all activities conducted under this contract as dictated by the Board. Provider shall provide auditors retained by the Board with access to any records and files related to the provision of services under this Contract. The Board agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
10. Confidentiality of Student Information, if Applicable. Provider agrees that all student records or personally identifiable information contained in student records that are obtained in the course of providing services to the Board under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the Board's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the Board any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the Board. Upon termination of this Contract, Provider shall turn over to the Board all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
11. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any service on or delivery of goods to Board property or at a Board sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender

Registry (“the Registries”). For Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider’s execution of the Contract and prior to performing any services on Board property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to the Board upon request. Provider specifically acknowledges that the Board retains the right to audit these records to ensure compliance with this section at any time in the Board’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

12. Criminal Background Checks. Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on Board property or at Board events. The criminal background checks shall be conducted within 30 days of Provider’s execution of the Contract and prior to performing any services on Board property. Provider shall provide the results of said checks to Board within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of Board’s students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for Board to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If Board chooses to exercise this right, Provider shall, within five (5) business days of Board’s request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by Board for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider’s obligations under this provision, Board reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the Board determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.
13. Indemnification. Provider shall indemnify and hold harmless the Board and employees from and against third-party claims, actions, demands, costs, damages, losses, and/or expenses, including court costs and reasonable attorney’s fees incurred in connection with the defense of said matters that are recoverable under applicable law, but only to the extent proximately caused by the negligent act, omission or commission of any act by Provider or its agents and/or employees.
14. Relationship of Parties. Provider shall be an independent contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the Board.
15. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide

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

16. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
17. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Pender County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Contract is grounds for immediate termination by Board without further financial liability to Provider.
18. Applicable School Board of Education Policies. Provider acknowledges that the Pender County Board of Education has adopted policies governing conduct on Board property and agrees to abide by any and all relevant Board policies while on Board property. The Provider acknowledges that Board’s policies are available on the Board’s website.
19. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the Board.
20. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the Board and Provider.
21. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
22. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Contract, the terms and conditions of this Contract shall prevail.
23. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
24. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and

incorporated by reference herein:

Exhibit A: Barr & Barr Proposal dated August 28, 2024.

Exhibit B: Sexual Registry Check Certification Form

25. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
26. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an “original.”
27. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

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

**PENDER COUNTY
BOARD OF EDUCATION**

Don Hall, Board Chair

ATTEST:

Dr. Brad Breedlove, Superintendent

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

Pender County Schools Finance Officer

Date

Remainder of page intentionally left blank. Signatures continue on next page.

BARR & BARR, INC.

North Carolina

_____ County

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that , the _____, personally appeared before me this day and acknowledged that he as a member, being authorized to do so, executed the foregoing instrument on behalf of the company.

Date: _____

Notary Public

My commission expires: _____

(Official Seal)

Remainder of page intentionally left blank. Exhibits follow.



Exhibit A Fee Proposal

Date: 08/29/2024

Re: Proposal For PM Services

Client: Pender County Board of Education

Summary:

This document presents an outline for the successful partnership between Barr & Barr, Inc. (Barr & Barr) in association with CATE Services & Construction LLC (CATE) and Pender County Schools (PCS) to build an effective Project Management Team (PMT) for the execution of the Capital Improvement of the New Pender PK-8 school.

This approach of staff augmentation is a tried-and-true approach and presents the best of both worlds – retaining existing, valuable PCS facilities personnel while supplementing them with experienced Barr & Barr and CATE personnel that bring important skill sets and expertise in managing school construction project. Our time and cost control methodology is a proven process that has been utilized on many successful school construction projects.

This document is not meant to be all-inclusive and comprehensive. It presents an outline – or a starting point for the partnership. As explained toward the end of the document, we recommend a 60-day “Blitz” during which we’ll define in detail a project execution plan – from staffing and resources to quality control and safety, all aspects of the program will be developed. Procedures will be outlined, and the result will be a Program Management Plan that will be used as a road map for success.

GOAL & OBJECTIVE

The overall goal of our joint effort with PCS will be to deliver a quality project within the established budgets and schedules in a safe and effective manner. The scope of the projects will remain within the parameters set forth by PCS, and proper procedures will be followed at all times.

The objective of our partnership with Pender County Schools will be to recognize the quality and professionalism of the current staff and to enhance their capability and capacity to deal with the workload provided by the 2022 bond referendum.

Barr & Barr & CATE’S MISSION

As industry-recognized leaders in full-service Construction Program Management, it is Barr & Barr & CATE’s mission to manage the planning, design, and construction process for the PCS Capital Improvement Program at the designated school campuses in the most efficient and effective manner possible. We’ll partner with existing staff in a seamless organization that works together in a cohesive manner to design and construct quality educational facilities.



We recognize that our work is a vital component of support necessary to meet PCS educational goals. Recent studies prove that children learn better in good school buildings, and we seek to provide you with the tools to build those facilities.

We will work with PCS to deliver the new PK-8 school in a manner that emphasizes the following four focus areas:

- Quality
- Budget
- Schedule
- Safety

Our staff will collaborate with existing PCS facilities staff to provide the necessary manpower to deliver a successful project. We will assemble a team that is highly skilled, innovative, and loyal to fulfilling the educational facility needs of the system.

The on-site staff will be able to draw upon our depth of resources when specialized skills are required. We are dedicated to your continued satisfaction with our services. Our staff will participate in regular training to stay on the leading edge of our industry trends and tools.

To provide further detail to the four focus areas of the program, we offer the following expanded explanation and detail:

Quality

Provide quality educational facilities that enhance the learning experience for all students.

- Strive to provide quality design and construction documents.
- Review constructability and design compliance with DPS standards.
- Develop Design Guidelines for PCS that emphasize sustainable building practices.
- Verify compliance with design documents and specifications.
- Reduce maintenance costs through system reliability and standards.
- Explore utilization of facility prototypes.
- Monitor end-user satisfaction with post-occupancy evaluations.

Budget

Provide budget control to keep the program within established budget parameters.

- Implement proper cost estimating procedures to verify the project remain within budget at all times.
- Provide timely, efficient, procedural handling of project financial issues.
- Provide commercially attractive projects to the local construction industry.
- Provide cost-effective design and construction details, in terms of both materials and techniques.
- Provide efficient financial management that includes quick payment turnarounds to designers, contractors, contractors and vendors.
- Provide accurate cash flow projections for Finance Department.

- Provide early identification and reporting of cost impacts.
- Provide timely account close-out procedures, including early identification of surplus project budget.
- Provide responsive review, evaluation, and resolution of requesting and pending change orders.
- Provide accurate and timely reports for MWBE businesses in accordance with PCS policies.

Schedule

Provide schedule control for all projects, monitoring compliance with schedule constraints and critical milestones.

- Provide schedule provisions in design contracts to include all critical milestone dates.
- Provide training for the Program Management Team to understand and analyze schedule provisions.
- Provide and maintain a roll-up Master Schedule of all projects.
- Monitor contractor compliance with schedule requirements.
- Require contractors to provide resource-loaded schedules.
- Provide pro-active schedule compliance toward "On-time" or "Ahead of Schedule" project delivery.
- Monitor early detection of resource allocation constraints that may impact critical dates.
- Minimize the number of claims for time extension.

Safety

Implement a construction safety program, communicating plan to all involved parties.

- Develop and execute project-specific safety programs for all projects, first utilizing PCS safety program then expanding to a comprehensive OSHA-compliant tool.
- Include all parties in the safety program – especially on existing campuses – to include students, teachers, administrators, parents, and the community.
- Provide review and oversight of the program by the Program Management Team.
- Provide guidelines that encourage safe jobsites for all construction workers.
- Strive to eliminate job-site recordable incidents
- Increase Project Managers' safety awareness with regular 10 and 30-hour OSHA certification training.
- Emphasize contractor compliance with established safety procedures and reporting.
- Stress proactive contractor focus on safety proactively.

PROGRAM OVERVIEW & UNDERSTANDING

We understand the program includes 5 projects in the 2022 bond referendum totaling over \$177,770,987M that are included in the overall bond referendum, but our program scope will only include the new PK-8 school with a budget of \$111,566,00M. The scope of the project includes one new school that will serve Pre-K through eighth graders.



As with any Capital Improvement Program, there are various requirements in addition to the day-to-day management of projects. These tasks vary from preparing and issuing monthly reports, MWBE program implementation and monitoring, updating future Long-Range Building Programs and record-keeping and other administrative duties.

STAFFING APPROACH

Barr & Barr & CATE's approach to this effort will be to supplement the existing staff with trained Project Managers who have K-12 school experience. Leading the effort will be an Executive Director (called as such because his duties encompass the overall PK-8 project). This will be a seasoned Barr & Barr & CATE veteran with experience at leading a team of professionals in carrying out a school construction program. The skills necessary for this position include personnel management, overall planning and establishing priorities, preparing reports and conducting presentations. The focus of this position is to set the direction of the project and manage the entire team. It is important that this position keeps the big picture in perspective, and therefore, not be assigned to day to day activities on the project..

Throughout our experience, we've seen the Project Management Team (PMT) work closely with one another, usually functioning as a single unit. As such, the skills of the various team members need to be diverse and complement each other – not be duplicative. It is helpful if the skills range from civil, mechanical and electrical engineering to architectural and construction capabilities. In this way, the personnel work with each other and collaborate on the technical aspects of the various projects. As part of a project review process, each team member reviews all projects and from that perspective, whether a design review or part of a construction observation, the necessary skills work together to create a unified whole.

It will be our approach to work with the existing staff, learn their capabilities and experience and build a team around them. In this way, the additional Project Managers will complement the existing personnel

Having a diverse staff will be important – in terms of experience and background. We will strive to develop a staff that has this diversity. We think it is important to look for a varied staff that contains some of the following skills:

- Architecture/Planning
- Mechanical Engineering
- Electrical Engineering
- Site/Civil Engineering
- Construction
- Diversity and MWBE Compliance



Typically, it is our approach to have a Project Manager carry the entire project from inception through the completion of the warranty phase. There are numerous advantages of this approach – the PM retains institutional knowledge of the project, and users have a single point of contact. The PM would maintain the responsibility for all aspects of the project – quality, budget, schedule, and safety. As the project moves through the various stages, the PM draws on the expertise of others as appropriate and uses the resources available to him.

In the past, we have used several methods to determine the number of Project Managers that are needed for a project. A typical rule of thumb says that a single Project Manager can handle six projects in various stages. The typical scenario would be two projects in the design phase, two in the construction phase and two in the warranty phase. Using this methodology paired with the proposed schedule, we estimate that there is a need for four Project Managers.

We would endeavor to optimize the number of Project Managers for cost-effective reasons. New Project Managers would be added when necessary and would be re-assigned when not needed. We would strive to make these transitions as seamless as possible.

In support of the Program Management Team, there will be other needs such as administrative and accounting. Realizing that an Administrative Assistant is already in place, we would evaluate the need to see if one person is adequate or if additional support is required.

We also recommend that an Accounting Coordinator become part of the team. Many times, the amount of bookkeeping and financial accounting is underestimated and can easily overwhelm an existing accounting staff. This staff is primarily geared toward handling the normal duties associated with the annual operating budget and often does not have the capacity to handle the project accounting duties associated with a Capital Improvement Program. In addition, we often find that a project-based accounting system used in a Capital Improvement Program is functionally different from internal accounting systems.

There are other supporting roles that we will study for inclusion as part of the Program Management Team (PMT). These include a Furniture, Fixture & Equipment (FF&E) Coordinator, an MWBE Coordinator, a Quality Control Specialist, and a Commissioning Specialist. Depending on the development of the program and other staff members already in place in other locations within the school system, tasks associated with these positions may already be performed. For example, many times a system may have an MWBE Coordinator that is part of another department (usually the Purchasing Department) within the school system, and it may be the case where duties can be expanded to include working with the PMT on the Capital Improvement Program. We will employ our own full-time MWBE Coordinator.

Our approach will be to work with PCS to determine the needs and extent of assistance required, evaluate existing resources, and then determine the best most cost-effective solution. If it is



determined that any of these positions are necessary, they may become PCS employees or they may become part-time employees – whatever makes the most sense.

Other staff members that are needed throughout the course of the project may include on-site construction managers for significant projects. This may be the case for one or two projects (i.e. the larger new schools) in the bond program.

Supporting the on-site Program Management Team will be the depth and breadth of Barr & Barr CATE resources located in our Carolinas Area Office in Raleigh and other Barr & Barr CATE offices including:

- **Scheduling Specialist** – to develop and manage the Master Schedule and to provide schedule updates with the Program Manager and each Project Manager.
- **Cost Analysts** – complete complement of discipline specialists, incl. civil, structural, mechanical, electrical, and general construction. These are dedicated costing specialists using a construction marketplace database consisting of thousands of school projects in the southeast – many of which are in the Triangle Area.
- **Communications and Public Relations Specialists** – dedicated professionals that work with websites, newsletters, press releases and other avenues to communicate to the public at large.
- **Safety Representatives** – these are safety specialists that review safety plans, conduct safety seminars and training sessions, and can help evaluate contractors' safety plans.
- **Diversity Spend and MWBE Compliance Manager** – Conduct audits related to payments. Making sure any payments made to MWBE matches their submitted invoices. If there is a difference in the invoice and the payment made.

A major part of compliance now includes labor interviews. Labor interviews are typically on federally funded construction projects. In labor interview, you verify the laborers are being paid the approved federal rate, if they have issues being paid, and if they are indeed performing the job they have been assigned. This may not fit PCS bond funding, however it is a requirement federally.



Fee Breakdown:

This fee breakdown is based on staffing required to manage the project effective September 1, 2024, and going through Dec 31, 2026, and will not exceed \$546,597.00 (attached exhibit B shows breakdown per activity) unless written approval is provided by PCs.

Exhibit B

Executive Director - Jonathan Best
 Senior Project Manager - Max Stanisce
 Project Controls -
 Design & Constructability Director -
 Rudolph Cardenas
 QA/QC Manager - Kevin Frazier
 Safety Manager - Reginald Shubert



Pender Pre-K - 8 Project Management Fee Breakdown

	Cost	HOURS					Total	Precon	Precon	Precon
		Exec Dir	Sr. Proj Mgr	Controls	Constructability	QA/QC		Sep-24	Oct-24	Nov-24
		\$220.00	\$195.00	\$175.00	\$185.00	\$125.00				
Project Initiation Phase										
Project Kickoff	\$0.00						0			
Project Management Plan (memorialize stakeholders, schedule, budget, and scope)	\$25,100.00	30	50	50			200	80	80	40
D-B Statutory Compliance Review	\$0.00	0	0	0			0	0		
Scoping/Risk Assessment Meeting	\$0.00	0	0	0			0	0	0	
D/B RFQ Development Support	\$0.00						16	8	8	
D/B Qual Package Review/Interviews	\$0.00						0			
							0			
							0			
Negotiations Phase										
Negotiations Support	\$0.00						0		8	8
Technical Contract Review Support	\$3,918.00	2	12	6			24		8	8
							0			
							0			
							0			
Design Phase										
D-B Kickoff	\$0.00						0			
D-B Project Management, Meetings, Monitoring	\$0.00						0			
Review program documents/schedule/budget	\$10,755.00	6	24	24	3		60	20	20	20
Review design submissions (assume 3)	\$0.00	0	0	0	0		48	16	16	16
Submittal Review/Approval	\$40,304.00	35	88	88			352	16	16	120
Final GMP Negotiation	\$0.00						104	8	24	24
Construction										
Project Kickoff	\$7,650.00	4	20	10	2	6	40			
Construction Support (31 months)	\$395,520.00	128	512	960	192	512	1280			
Closeout Support (6 months)	\$63,350.00	20	150	120	20	40	200			
Total Hours		3115	226	856	1,258	217	2,324.00	148.00	180.00	236.00
Total Cost		\$546,597.00	\$49,632.00	\$166,920.00	\$220,150.00	\$40,145.00				

Precon/Surcharge	Precon/Surcharge	Precon/Surcharge	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction	Construction
Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
8													
8													
80	80	40											
16	16	16											
40													
40	40	40	40	40	40	40	40	40	40	40	40	40	40
192.00	136.00	96.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00

[illegible]

[illegible]

Exhibit B**Sexual Offender Registry Check Certification Form*****PLEASE SUBMIT THIS FORM TO YOUR BOARD'S REPRESENTATIVE***Project Name: Pender County Schools New K-8 School Contract: Project Management

Check the appropriate box to indicate the type of check:

☒ Initial ☐ Supplemental ☐ Annual

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

Contractual Personnel Names**Job Title**

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |

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

_____ (print name)

_____ (signature / date)

9/10/2024



Pender County Board of Education

Executive Summary

Action Agenda

SUBJECT:	Consider Barr and Barr Contract
STAFF LIAISON:	Brandon McPherson, Kevin Taylor
COMMITTEE REVIEW:	None
SUMMARY POINTS:	Consider contract language and approval of the contract to provide Project Management oversight of the Pender K-8 school construction project.
FISCAL IMPLICATIONS:	Current cost will not exceed \$546,597.00 and is being negotiated
RECOMMENDATION:	At the Board's Pleasure

9/10/2024



Pender County Board of Education

Executive Summary

Action Agenda

SUBJECT:	Consider Panorama Purchase
STAFF LIAISON:	Michael Taylor, Leanne Radabaugh
COMMITTEE REVIEW:	None
SUMMARY POINTS:	<p>Panorama is a program used in many districts across the state. It syncs with Infinite Campus and the other programs that we use for At-Risk Screening. It will serve PCS as an early warning system because it has the capacity to combine risk for attendance, behavior, and academics. It will also serve as a source for interventions and as a way to track the effectiveness of our interventions. It will help us improve our MTSS processes and outcomes for students.</p>
FISCAL IMPLICATIONS:	\$91,150.00 – paid from ESSRS PRC 181
RECOMMENDATION:	Recommend approval by the BOE

Panorama Student Success: Pender County Schools, NC



Consider Purcha... 3.2 b

This proposal contains all details relevant to scope of work, pricing, and implementation as requested by Kathryn Bates, Principal at South Topsail Elementary, Pender County, NC.

Proposal prepared by Liz Crayton
lcrayton@panoramaed.com | 252-292-5675

Proposed Partnership for Pender County Schools, NC.

Pender County School's Goals:

- Unify district, school, and student reporting—across academics, behavior, and attendance, for educators to access. (Utilizing current data from Renaissance STAR, IReady, state assessments and more for academics)
- Implement a tiered framework such as MTSS to plan and manage student supports that is easy to use and comes with a playbook of strategies for teachers to use that are evidence based and researched.
- Aligns with the NC Data Privacy Agreement needs.

Our proposal:

The evidence-based **Panorama Student Success** is your all-in-one solution to scale consistent student supports with a MTSS frameworks across your district:

- Unify essential student data –across academics, attendance, and behavior– for a true, whole child MTSS approach to drive student achievement
- Diagnose your MTSS strengths and areas for support with insightful district, school, and student dashboards
- Focus on the student supports that deliver improved outcomes with our comprehensive, streamlined intervention and progress monitoring tools

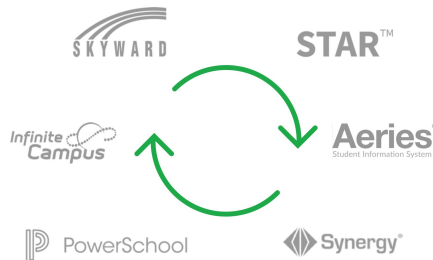


Panorama for Student Success:

- Student Success Platform
- Playbook
- Technical Support
- Training and Professional Development

Validated for ESSA Level II Evidence

Student Success Platform

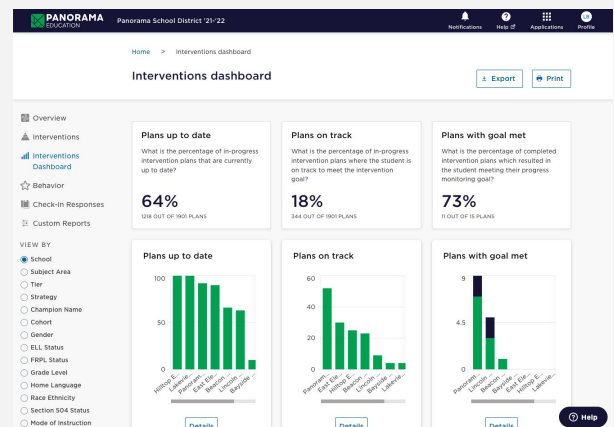


Work with the most up-to-date, comprehensive student data

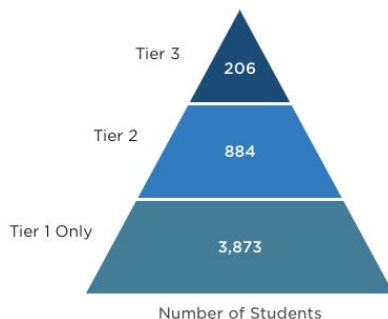
- Daily syncs with SIS, assessment, and behavior systems
- Assessment integrations that matters most to you at no additional cost.
- Bring together academic, attendance, behavior, and SEL data on a single platform

Understand your MTSS strengths and areas for support

- Easy-to-understand dashboards to assess impact and fidelity of your MTSS
- Full historical records for every student, including transfer students



Make data-informed decisions on MTSS resourcing to optimize student supports

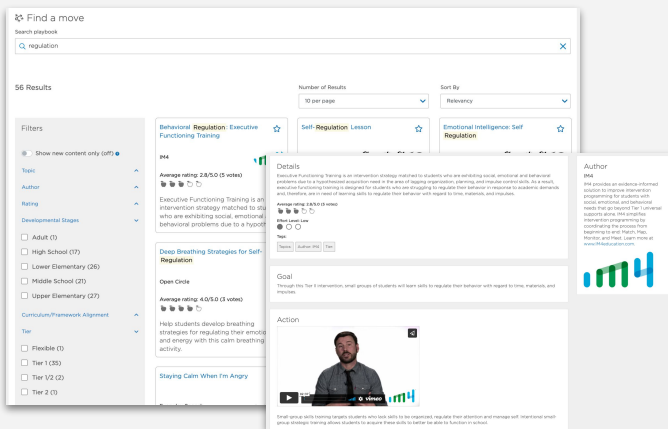
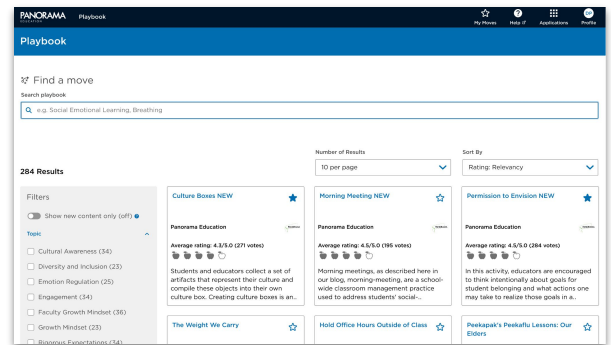


- Time-saving tools to invest in strategies that strengthen Tier 1 supports and targeted, individualized interventions
- District-approved, research-based intervention recommendations to drive student outcomes
- Real-time intervention and progress monitoring tools to measure how students are responding to plans

Exclusive for Panorama Partners: Playbook

A Library of Academic, Behavioral and SEL Intervention Strategies

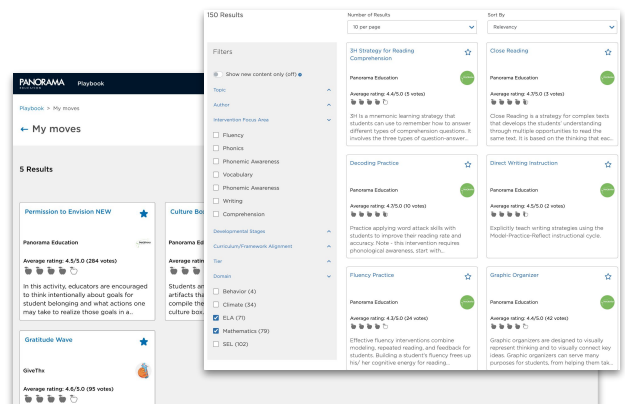
Playbook provides educators **700+ research and evidence-based interventions** for students. It is designed based on educator feedback and user testing to ensure effective and effortless delivery of student supports.



Explore **100+ behavior interventions** and narrow your focus by using our search bar and filters. Educators can filter by tier, developmental stage, framework alignment, and more!

This carefully **curates your library of interventions** and builds educator capacity to approach behavioral supports through an asset-based lens.

Educators can explore **100+ academic ELA and Math interventions**. District leaders can curate a go-to list of tried and true interventions focused on fluency, comprehension, computation, problem-solving, phonics, writing, and more. Educators benefit from easy-to-follow instructions, with supplemental material included (when needed) to ensure interventions are carried out with fidelity.



Proposed Implementation Timeline: Integration, Launch, and Ongoing Support

Action	Date	Description
Contract Executed	September 30, 2024	<ul style="list-style-type: none"> Panorama and Pender County finalize project scope and both parties sign service order agreement.
Project Kickoff Call	Week of sign-by date	<ul style="list-style-type: none"> Panorama and Pender County come together for team introductions and initial project planning (communication plan, data integration timelines)
Pender County provides Panorama access to data systems	Two Weeks After Sign-by Date	<ul style="list-style-type: none"> Pender County technical team will provide Panorama with access via a direct access or SFTP to Infinite Campus in order to meet integration timeline
Integration	6-8 Weeks After Sign-By Date	<ul style="list-style-type: none"> Panorama's technical team completes data integration and configuration Panorama will work with Pender County technical team to troubleshoot any integration roadblocks
Preview for Leadership	6-8 Weeks After Sign-by Date	<ul style="list-style-type: none"> Panorama will preview the Student Success platform for Pender County leadership Make adjustments and troubleshoot any feedback from Pender County team
Initial Launch	December 2024	<ul style="list-style-type: none"> Initial Pender County users gain access to Panorama. Panorama provides virtual training around platform navigation and action planning.

Proposed Student Success Pricing for: Pender County Schools

Consider Purcha... 3.2 b



Year 1 Integration Fee	<ul style="list-style-type: none"> Integration of Infinite Campus & standard filters into Student Success platform Integration of iReady, Renaissance Star Math and Reading, NC State EOGS into Student Success platform Project Management support throughout the integration process
Student Success Platform	<ul style="list-style-type: none"> Dashboards and reporting for teachers, student support staff, school administrators, and district administrators Intervention tracking
Support	<ul style="list-style-type: none"> A dedicated Account Manager to guide Pender County towards meeting their goals Ongoing maintenance of system integration and support of back-to-school switchover process Unlimited email support from Panorama's product support team for school / district personnel
Training & Professional Development: <i>see details on following pages</i>	<ul style="list-style-type: none"> Four Training Sessions (one day of onsite training and an Executive Briefing <u>or</u> 3 virtual workshops plus a virtual Executive Briefing) Strategic Advising for continuous support Access to On-Demand Resources and Training Support <ul style="list-style-type: none"> (Panorama Playbook, Panorama Academy, Panorama Webinars, Weekly Live Workshops)

Annual Partnership Cost: Topsail Elementary (600 students)	\$21,000 / year Renewal Cost without Integration Fee: \$10,500
Annual Partnership Cost: [Pilot] (3200 Students)	\$46,200 / year Renewal Cost without Integration Fee: \$35,700
Annual Partnership Cost: Full District (9,200)	\$91,150 / year Renewal Cost without Integration Fee: \$80,650

Professional Development Package

Student Success: Accelerate

At Panorama, we believe that data is only as valuable as it is actionable. Our professional learning experiences ensure that educators not only understand their data, but are equipped and inspired to take timely, supportive actions.

This package includes 4 virtual workshops, Strategic Advising, and access to numerous asynchronous materials and resources.

Package Component	Description
Four Training Sessions <i>Offered in-person over 1 day or over the course of the school year virtually.</i>	<i>This training series is designed to effectively launch data inquiry and accelerate action planning with Panorama Student Success. A Panorama Teaching and Learning team member will partner with you to design meaningful learning experiences to help build and sustain capacity to navigate Panorama tools and respond to the results. See workshop sessions for a description of content options. During professional development planning, district leaders can choose to host one on site day of Panorama learning up to 6 hours in length (multiple workshops and an Executive Briefing) or may choose to host 3 virtual trainings and an virtual Executive Briefing at any point in the school year.</i>
Project-Based Strategic Advising	<i>MTSS Strategic Advising pairs district and school leadership with a dedicated Panorama advisor to meet specific goals connected to learning outcomes, capacity building, implementation, and/or MTSS system improvement—grounded in Student Success. Panorama’s MTSS experts have experience supporting districts at any stage of MTSS implementation, from just getting started to established. Advisors take an agile, collaborative approach that is tailored to the district’s MTSS vision to achieve a successful rollout of Student Success.</i>
Unlimited access to weekly live virtual workshops	<i>Live virtual workshops are provided on a daily basis. These workshops provide additional product training and support for data protocols and an opportunity to connect with others Panorama customers across the country.</i>
Unlimited access to Panorama Academy	<i>Access to a rich resource library to provide just-in-time product support, implementation tools, and protocols for acting on data. These resources can also be printed as quick reference guides, shared with key users in the district, and bookmarked.</i>

Student Success: Foundations (Virtual)

At Panorama, we believe that data is only as valuable as it is actionable. Our professional learning experiences ensure that educators not only understand their data, but are equipped and inspired to take timely, supportive actions.

This package includes 2 virtual workshops, consultation hours, and access to numerous asynchronous materials and resources.

Package Component	Description
Two - 90 minute virtual sessions	<i>This virtual training is designed to effectively launch data inquiry and accelerate action planning with Panorama Student Success. A Panorama Teaching and Learning team member will partner with you to design meaningful learning experiences to help build and sustain capacity to navigate Panorama tools and respond to the results. See workshop sessions for a description of content options.</i>
Up to 3 hours with a Teaching & Learning team member	<i>These are consultative hours with a member of the Panorama Teaching and Learning team to support your district team with rollout, training, and embedding.</i>
Unlimited access to weekly live virtual workshops	<i>Live virtual workshops are provided on a daily basis. These workshops provide additional product training and support for data protocols and an opportunity to connect with other Panorama customers across the country.</i>
Unlimited access to Panorama Academy	<i>Access to a rich resource library to provide just-in-time product support, implementation tools, and protocols for acting on data. These resources can also be printed as quick reference guides, shared with key users in the district, and bookmarked.</i>
Unlimited access to Panorama's Playbook	<i>Access to a vast professional learning library that connects educators with 700+ evidence-based and research-backed instructional resources and interventions across SEL, academics, attendance, family engagement, and behavior to help support students holistically. Panorama's Playbook is a key resource to drive action.</i>

About Panorama Education



Panorama Education is an independent, secure software platform that school districts use to first understand how each student is progressing in all aspects of their education—academics; life skills, behavior; social-emotional learning; college and career readiness—and then use that understanding to create and coordinate personalized support so that every student gets what they need to deserve to thrive.

Our products are grounded in research and evidence, used in 2,000 school districts in all 50 states, and built with a rigorous commitment to data security and privacy.



24 School Street, 4th Floor
Boston, MA 02108
www.panoramaed.com



Panorama MTSS and Student Support

Partnering to Improve Student Support and Academic Enhancement

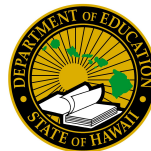
Consider Purchase of Pa... 3.2 c



Panorama - The Leading MTSS Solution

- The Leading MTSS Provider
- Supporting **15 million students** in all 50 states
- More than **25,000 schools** in 2,000 districts use Panorama
- Proudly supporting over 700,000 North Carolina Students

//CODiE//
2024 CODiE Finalist



Many Students are Struggling Right Now



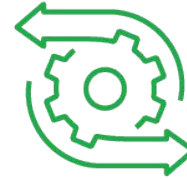
Chronic Absenteeism has doubled in comparison to 3 years ago.

National Education Policy Center 2022



76% of school staff voiced concerns about students showing signs of depression, anxiety, and trauma.

National Center of Education Statistics 2022



48% of district leaders report that implementing MTSS with fidelity is the primary challenge.

2023 State of MTSS report, Panorama Ed



Math scores dropped by 7 points and reading by 5 points between 2020-2022 on the NAEP for 9 year olds.

National Center of Assessment Progress

Common Struggles in Providing Effective Student Support

1

Siloed and incomplete attendance and academic data:
Educators need to see all data in one place: Ex. Iready, Mclass, Star Math and Reading

2

Unable to identify system-wide and individual student needs

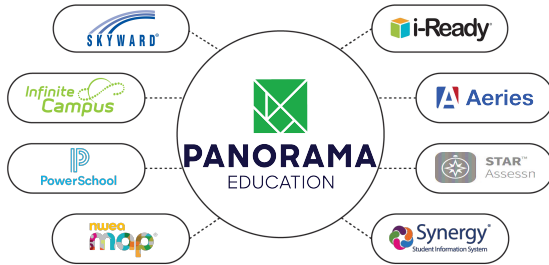
3

Unable to respond effectively to the needs: Teachers need access to evidenced based strategies.

4

Lack of district-wide alignment

Introducing Panorama Student Success



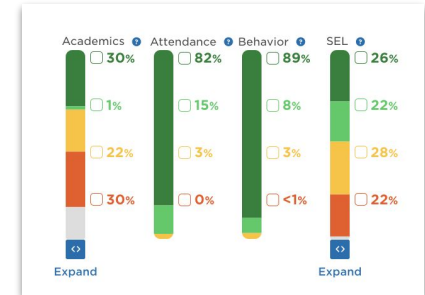
Unify Student Data

Integrate data from 20+ Student Information Systems, 100+ assessments, LMS, and behavior systems to get a holistic view of every student.

The screenshot shows the 'Create group intervention' form. It includes fields for 'Selected students' (with a search bar containing 'Oliver Akwanzie'), 'Group name' (with a prompt 'How will you refer to this group of students?'), 'Intervention type' (set to 'Math'), 'Tier' (set to 'Tier 1'), and 'Focus area' (set to 'Problem-Solving x'). There is also a text area for 'What is the goal of this intervention?' containing the text 'Problem solving in math word problems'. A 'Select strategy' link is at the bottom.

Take Action

Access user-friendly dashboards to understand the root causes of student, classroom, school, and district performance at all tiers.



Drive Outcomes

Respond to the data with simple intervention workflows, research and evidence-based strategies, and powerful team collaboration features.

Panorama Supports Unlimited Integrations

Consider Purchase of Pa... 3.2 c

*Including district assessment systems,
state assessment data, and behavior systems.*

Amplify.

mCLASS



RENAISSANCE

Star
Reading



RENAISSANCE

Star
Math



Using Student Success Increases Academic Outcomes



A 2023 independent study* showed schools who used Panorama Student Success to manage implementation of MTSS resulted in:

up to **6**
percentile points

Increase in math assessments

up to **8**
percentile points

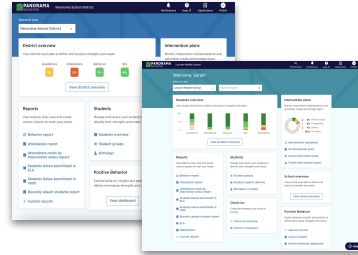
Increase in reading
assessments

The Leading MTSS Solution



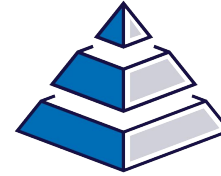
Proven to Improve Academic Outcomes

Independent study found that using Panorama's **Student Success** resulted in higher math and reading scores



Tailored Workflows and Resources

Dedicated views, workflows, and resources for district, school, and classroom leaders



An MTSS Team Committed to Your Success

Access to a project team of experienced MTSS experts committed to your success



A Platform Configured to Your Needs

A flexible platform to comply with federal, state, and local requirements. Integrate with 20+ SIS and 100+ assessments

Panorama Platform Presentation

Imagine a student you taught or worked with that struggled in academics, behavior, attendance or social skills...



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EDUCATION

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