

## SERVICES AGREEMENT

Contractor: Decision Support Group  
402 King Farm Blvd., Ste 125-1002  
Rockville, MD 20850

Supplier ID: S17845  
Telephone: 800 994-0483

This is an Agreement, made as of the 24<sup>th</sup> day of June, 2021, by and between the Board of Education of Howard County (hereinafter, "Board") and Decision Support Group (hereinafter, "Contractor") for services to be provided to the Office of Transportation.

WHEREAS, the Board desired to obtain services of the Contractor in the area of student transportation services for the Howard County Public School System (HCPSS) Student Transportation Office;

WHEREAS, the Contractor desires to provide such services to the Board;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties, agree to the following terms and conditions:

1. Contractor Duties. The Contractor shall deliver services as specified in their Proposal dated June 7, Transportation Bell Time Consultation attached hereto as Exhibit A and incorporated herein.

The Contractor shall be considered an independent contractor and not an employee of the Board. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes as an independent contractor, including without limitation, FICA and state and federal unemployment taxes. As the Contractor shall not be deemed a Board employee, it is understood and acknowledged that the Contractor shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Contractor expressly disclaims any right or entitlement thereto. If the Contractor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

2. Compensation. Compensation to the Contractor is set forth in their Proposal, Exhibit A, which is attached hereto and incorporated herein.
3. Term. This Agreement shall be effective as of June 24, 2021 and shall extend to August 31, 2023. However, the specific schedule for deliverables with a final draft due by December 3, 2021.
4. Termination. The Board may terminate this Agreement, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. In addition, the Board may terminate this Agreement without

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prior written notice to the Contractor: (1) For non-appropriation of funds, as set forth in the Paragraph entitled "Funding" herein, or (2) If it is determined by the Board that the Contractor has materially breached the Contractors obligations hereunder. Except as may be provided by law, the Contractor shall have no corresponding right to terminate this Agreement.

5. Background Investigation. The Board in its sole discretion may require the Contractor to have a criminal background investigation, including fingerprints, before the Contractor begins providing services under this Agreement. The Contractor will pay all fees for the investigation.

6. Child Sex Offender Notification.

Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services **on HCPSS property**. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

The Contractor shall submit to HCPSS a listing of any employees assigned to perform under

this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

7. Contractor's Representations and Warranties. The Contractor hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement.
8. Nondiscrimination: The Contractor agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.
9. Confidential Information/Proprietary Rights. The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. To the extent consistent with the Maryland Public Information Act, the Contractor hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information to any person, firm, corporation, or entity during or after the term of this Agreement. The Contractor further agrees that all work product generated as a result of this Agreement shall be the sole and exclusive property of the Board. See attached Data Privacy Agreement, Exhibit B.
10. Conflict of Interest. The Contractor represents and warrants that there exists no actual or potential conflict of interest between the Contractor's performance under this Agreement and the Contractor's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Contractor shall immediately advise the Board thereof.
11. Assignment. The Contractor shall not assign or transfer the Contractor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board or Contractor, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
12. Delegation of Duties. The Contractor shall not delegate the Contractor's duties under this Agreement without prior written consent of the Board.
13. Integration. This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

14. Fee Prohibition. The Contractor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement.
15. Funding. The failure of fiscal authorities to appropriate sufficient funds for the payment of these contractor services shall entitle the Board to terminate this Agreement without prior notice to the Contractor without obligation to pay for services after the date of termination.
16. Notices. Any notice required or permitted under this Agreement shall be sent by regular and certified United States Mail to:

Contractor: Decision Support Group  
Name: Tim Ammon  
[REDACTED]

For The Board of Education  
of Howard County:  
David Ramsay  
410 313-6726

17. Governing Law and Venue. The Agreement shall be governed and construed under the laws of the state of Maryland. Any or all lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Howard County, Maryland.
18. Indemnification. The Contractor at its sole cost and expense, shall indemnify and hold harmless the Board, its Board members, officers, agents, and employees from all claims, liens, or demand, that result in losses, liabilities, defense costs and expenses (including reasonable attorneys' fees and costs of litigation) arising out of this Agreement.
19. Severability. Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.
20. Time is of the Essence. Time is of the essence with respect to performance of the terms and conditions of this Agreement.

**THIS AGREEMENT CONSISTS OF AND IS SUBJECT TO THE TERMS AND CONDITIONS AS OUTLINED IN THE PRECEDING PAGES.**

Agreed to and accepted by the Contractor:

Miss P. Young  
Witness

[Signature] 6/26/2021  
Contractor Signature Date

Tax Identification #: [Redacted]

Telephone: 856-338-8122

BOARD OF EDUCATION OF HOWARD COUNTY

Signature: [Signature] 07/15/2021  
Chao Wu, Ph.D., Chair Date  
Board of Education of Howard County

Signature: [Signature] 07/14/2021  
Michael Martirano, Ed. D., Date  
Superintendent of Schools

**EXHIBIT A**

**Transportation Bell Time Consultation Proposal**

June 7, 2021 – consisting of 14 pages

# Transportation Bell Time Consultation

Proposal

Howard County Public Schools

June 7, 2021



**DECISION SUPPORT GROUP**  
BETTER DECISIONS FOR A COMPLEX WORLD



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June 7, 2021

Mr. David Ramsay  
Director of Transportation  
Howard County Public Schools  
10910 Clarksville Pike  
Ellicott City, MD 21042

Dear Mr. Ramsay:

Decision Support Group, LLC (DSG) is pleased to submit this proposal to provide Transportation Bell Time Consultation Services. You will find the DSG team to be extremely well suited to the needs of this engagement given our history with bell time analyses, routing design, boundary, and transportation assessments. We are appreciative of the opportunity to submit this proposal and welcome your thorough review of our team's experience and qualifications to serve as Howard County Public School's advisory partner for transportation services and the assessment of bell time opportunities for the 2022/23 school year and beyond.

We expect to use our existing contract agreement with The Interlocal Purchasing System number 200601 - Consulting and Other Related Services. Please do not hesitate to contact me with any questions at [REDACTED] or [tammon@decisionsupportgroup.com](mailto:tammon@decisionsupportgroup.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Ammon', with a stylized flourish at the end.

Tim Ammon  
Co-owner, DSG



DECISION SUPPORT GROUP

## Company Profile

Decision Support Group, LLC (DSG) was founded in 2019 to provide school operations with a wide range of services that assist in maximizing the value for money expended on transportation services. The two founders of DSG began their careers by creating the largest student transportation consulting practice in the United States, Management Partnership Services, Inc. in 2000. Since our founding, the DSG principals remain the only direct employees and have worked directly with 30 clients in multiple jurisdictions across North America to provide decision support services that deliver high value and actionable guidance. Our focus is on addressing complex challenges through a structured and disciplined analytical process that allows our clients to select their best options to address issues and concerns related to student transportation. We have a particular expertise in the complexities of change management, bell time analysis, and routing system design and analysis.

Decision Support Group, LLC. (DSG) is an independently owned and operated student transportation consulting firm locally based in Rockville, Maryland. Our principals each have more than 20 years of experience providing bell time, routing, and general transportation assessments to a diversity of student transportation organizations throughout North America. As the former owners and principals of two former student transportation consultancies (including a firm that previously worked with Howard County Public Schools), they started DSG as a means of returning the principals to the direct provision of independent advisory services to clients. Our firm is independent of any current or potential transportation service providers, management services firms, or routing services firms.

DSG has worked extensively across the school transportation industry in support of developing school bell time, transportation routing, and operational strategies. DSG has provided consulting services focused on bell times and routing analysis and service improvements to districts and state agencies across North America. The bell time assessment projects our principles have worked on have included some of the largest and most complicated projects in the country in such varied locations as the Fairfax County Public Schools (VA), Worcester Public Schools (MA), New York City Department of Education, Baltimore City Public Schools, and Greenwich Public Schools (CT). In addition, our principles have completed various studies for numerous local and regional school districts, including:

- Howard County Public Schools
- Harford County Public Schools
- Baltimore City Public Schools
- Charles County Public Schools
- Calvert County Public Schools
- St. Mary's County Public Schools
- Fairfax County Public Schools
- Alexandria City Public Schools
- Arlington County Public Schools
- Stafford County Public Schools



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## Project Leadership

Our project team will consist of the DSG principals and has over 40 years of total experience in transportation and transportation advisory services. We have projects similar in scope that required in school districts both larger and smaller than HCPS and believe that our practical experience of actually implementing our recommendations will prove valuable in the development of a workable solution that meets the financial and operational needs of the district.

**Tom Platt**, a Co-Owner of DSG, will serve as the Project Lead and be the Single Point of Responsibility for the district. Given his past familiarity having worked on a prior transportation project for the HCPS, [REDACTED], he will be responsible for the overall progress and success of the project and will collaborate with HCPS closely both in person and remotely to ensure that the deliverables best meet the needs of the district. Tom has more than 30 years of professional experience, over 20 of which have been in the provision consulting services to government and school district clients. As a business owner and industry leader, Tom has been at the forefront of change management and operational improvement within the student transportation sector. Tom holds a Master of Business Administration degree with a focus in logistics and operations management from the Whitman School of Management at Syracuse University.



**Tim Ammon**, a Co-Owner of DSG, will serve in the role of Lead Analyst. He will work directly with the HCPS team and will supervise the additional project staff to ensure that the full scope of the concerns and needs are understood and implemented throughout the project. He will also collaborate closely with HCPS staff to understand the challenges inherent in financial, political, and physical environment are understood to ensure any proposed solution is implementable at the conclusion of the project. Tim has been providing consulting services to public and private sector clients for more than 20 years. His focus has been assisting organizations with issue identification and designing improvement strategies. Having worked with hundreds of customers in multiple countries, Tim has been able to collaborate with his clients to create real and measurable improvements in operational performance. He is a long-time member of various public and private sector associations and holds a Master of Public Administration degree from American University.





## Work Plan

### Our Understanding of the Requirement

The combination of local and national scope of experience and technical expertise will allow us to ensure we can craft optimal solutions for Howard County Public Schools (HCPS) that maximize the efficiency of asset use without compromising the safety, reliability, or effectiveness of the services provided to students. For this project, we understand the HCPS seeks to analyze bell time and routing options and to engage the community in a survey to better understand the student impact, challenges, and community perception for changing school start times.

At the center of this study should be the benefits to the health and well-being and educational performance of the students. As the debate over later school start times has intensified in recent years due to increased research on the topic, the Start School Later (SSL) movement has grown at both the local and national level. The problem and the solution as defined by Start School Later, Inc. are:

#### The Problem:

- Too-early school start times are a national public health concern with consequences impacting children, families, and the community at large. Besides forcing many children to walk and drive to school in pre-dawn darkness, these hours are creating a generation deprived of the sleep that growing brains and bodies require.

#### The Solution:

- Restoring traditional school start times, as recommended by the American Academy of Pediatrics, American Medical Association, and the Centers for Disease Control (8:30 for middle and high school students), is a practical and necessary solution with broad and immediate benefits for children of all ages. This is a call to action for educators, health professionals, parents, students and public officials to work together for safe, healthy communities.

Our experience only reinforces our core belief that a highly collaborative methodology will be of utmost importance. We will partner with HCPS generally and the pupil transportation office specifically to provide both decision support and analysis. Our long history of serving school districts has also made us highly sensitive to the disruption that can result from school start time discussions. Our approach therefore focuses on achieving a balance between the technical analysis and facilitative decision support. Some of the common pitfalls our approach is designed to avoid include:

- Believing that success is merely a matter of redesigning and “optimizing” bus routes.  
*Our experience suggests that approaching this as a purely technical exercise will result in a failure of the process and a further loss of confidence in the system.*
- Entering the process with a focus on transportation as a “problem” to be overcome.  
*This would be a fundamental misreading of the factors behind successful change. Only understanding how the inputs to the transportation solution (geography, demographics, policy, and expectations of stakeholders) drive the outputs received (the efficiency and effectiveness of the system) will*



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*place the design of the transportation solution properly within the overall context of the HCPS educational mission.*

We believe that these basic principles should be the determining factors in how the work plan is designed for this project. A solid technical foundation is absolutely a prerequisite to success and will be a critical aspect of our work, but we have focused our proposal instead on determining and incorporating the critical decision criteria upon which ultimate success will be achieved. Our methodology is designed to ensure that we account for all of the constraints and variables acting upon the solution, be they currently in place (e.g., a bus driver shortage) or that may emerge (e.g., continued pressure for student-centered learning). Our efforts will be targeted at building solutions that are sustainable over the long term.

## **Our Approach to the Work**

Our tasks are designed on the premise that by focusing on both the community needs and district efficiency, we can produce results that aid the district in making a decision with significant educational and operational consequences. To complete our analysis, DSG will analyze quantitative data and facilitate a community engagement and survey process to ensure stakeholder concerns are incorporated into the implementation plan for any future proposed changes to the school start times.

The specific activities we would perform would focus on identifying the technical resources necessary to understand the tradeoffs and to inform stakeholders on the full range of implications associated with school time changes.

## **Task 1: Baseline analysis and options development**

Evaluating options for bell times and routing necessitates establishing a baseline or point of departure from which the marginal changes in resources and service levels can be measured. We segment this process into two components: System design and system performance.

### *Assessment of System Design*

- *Policy baseline* – We will begin this work by understanding and assessing the service expectations placed on the pupil transportation office as defined in policy and procedure, whether they are fully documented or simply followed as standard practice. The goal is to gauge the impact they are having on routing efficiency and effectiveness, which then provides the foundation for evaluating system performance relative to the established constraints.
- *Bell time baseline* – In the realm of policy impact the setting of school start and ending times far outweighs all other factors. We will therefore evaluate the current bell time structure's impact on the system's underlying efficiency and effectiveness as a key component of system design. Our evaluation will focus on how well the system supports the time staggers required to encourage a high level of efficiency and on-time performance for each individual trip.
- *Routing practices* – This final part of the system design assessment will assess the combination of technology and operational processes within transportation to determine whether and how well the system responds to the policy and bell time constraints established



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by the school board, and how it leverages the available technology to maximize system performance.

*Assessment of System Performance*

- *Analysis of current performance* – We will extract data from the systems in use to first calculate a series of relevant performance indicators such as the annual cost per route bus operated; the annual cost per student transported by type (e.g., general education, special education, magnet); the average and distribution of student ride times; seating capacity utilization; the daily count of trips by route bus; and others. We will evaluate these indicators in the context of the hundreds of other systems we have assessed to determine where opportunities for efficiency exist and to provide a baseline to evaluate the impact of a revised school time schedule on the cost and service levels of the system.

Once this baseline is established, we will begin developing the decision framework that will guide the development of alternatives to the current bell schedule. Our intent is to collaborate with pupil transportation office leadership and other HCPS project representatives to ensure there is a consensus on the outcome the project is designed to achieve. While we will rely on our expertise to conduct the technical analyses, we believe this step is critical to ensure that the outcome developed is sustainable over time. This is only possible if they have been constructed on the principles and expectations of HCPS, not those imposed by an outside consultant.

This decision framework will focus on addressing the following questions related to school start times:

- What are the critical issues we are trying to solve with the revised bell schedule? How will we balance competing concerns such as a bus driver shortage and expectations for improved services?
- What are the critical items that need to be defined to establish the options for alternative bell times?
- What timelines are acceptable to support the implementation of an alternative start time schedule?
- How do we identify and account for the uncertainty in both demographic projections and future educational strategies to design a sustainable plan for the future?
- What are the maximum and minimum marginal changes that would qualify or disqualify an option from being considered? How will changes in costs and service levels be considered when defining the best value model?
- How will the process balance the existing preconceptions to ensure that they do not limit the options design process?
- To what degree are these criteria universal across the district or specific to designated sub-areas of the transportation service area?

After creating this framework, we will begin the technical process of developing alternative school time options. For purposes of this effort, we will use the existing routing scheme to define the safety and feasibility of stop locations, school boundaries, trip times, and other baseline inputs to the routing



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structure. Using this information and the items from the framework defined above we will begin designing a set of alternative time structures. Once these times are established, we will then assess:

- How many existing trip pairings need to be resolved to support the new time schedule?
- Can the trip pairings be resolved through efficiency or must they be resolved through the addition or reallocation of buses?
- How will changes to increase efficiency impact the quality and effectiveness of services?
- To what extent will the changes in route times exacerbate or ameliorate the bus driver shortage concerns?

We develop a reasonable number of possible school time options (typically between 3 and 5) that are designed to be the preliminary options for consideration. It is our expectation that based on the feedback received in Stage 2 these preliminary models will be refined and/or dropped from consideration. The final refined set of options will be used in Stage 3 to define the best value option that will be communicated to the public.

## Task 2: Identification of constraints and variables

As mentioned previously, we believe that the definition of constraints, variables, and expectations are fundamental to successfully implementing a new bell schedule. Consequently, there needs to be a robust mechanism to gather, categorize, and prioritize the concerns and considerations of the various stakeholder groups. In this task, we expect to both capitalize on existing HCPS infrastructure while also developing and deploying new tools to gather insights into how the future school times need to be designed.

We will begin by working with staff to define a set of constraints and variables that will guide the setup of the school time structure. This will include a combination of factors including, but not be limited to:

- Length of school day by school panel
- Arrival and departure windows into schools
- Grade and school pairing
- Ride time considerations
- Maximum students per bus targets and expectations
- Use of alternative routing techniques such as transfers and shuttles

Following receipt of the feedback on constraints, DSG will use that information to revise and refine the routing scenarios for consideration. We will review these revised options with pupil transportation office leadership to provide insights and inputs into the marginal cost and service level changes that result from the constraints, variables, and expectations identified in this stage. From these options, we will work with HCPS leadership to define the best-value choice.



## Task 3: Communication of options, determination and finalization of results

The first part of this effort would be the development of a decision process to identify the best-value option for the school district. We will collaborate with HCPS leadership and leadership in the pupil transportation office to develop a rubric that defines both the inputs to, and relationship between the criterion. This rubric will be considerate of both the transportation-related concerns and additional environmental factors such as the opening of new schools and changes in educational strategy in a post-COVID environment. It is expected that there will be a combination of financial and operational considerations that will need to be balanced. We will focus on ensuring that we can compare the marginal changes in resources required and service levels achieved to create a decision process that clarifies the rationale for change. We will conduct a comprehensive one-day onsite meeting with HCPS leadership to review and decide on the best option.

Following the decision on the best value option, DSG would develop a comprehensive project report that details the methodology, observations, recommendations, and rationale such that the report can serve as the historical guide to the decision-making approach to the proposed school times. We will provide the report to HCPS in draft and conduct a comprehensive review session via a web-conference where issues are identified, and editorial suggestions provided. Following this session, we will finalize the report and deliver it to HCPS leadership.

### Optional Task: Public Consideration and Communication

The changes associated with school times have a profound impact on the entire school community. Additionally, DSG recognizes that something less than 100 percent of the student population utilizes transportation, but changes in bell times will impact all students. As a result, we have found that community engagement can have an important and deterministic impact on the success or failure of the school time effort. The following summarizes how we would approach community engagement.

#### OP Task 1.1 - Engagement & Stakeholder Outreach

The objective for this task, if HCPS chooses to execute on it, is for DSG to identify the universe of all internal and external stakeholders that may be affected by a School Start Time change. Based on our experience the core stakeholder groups for a study of this type would also likely include the groups listed below.

Academia Leadership	Community	School Staff	School Operations
<ul style="list-style-type: none"> <li>• Superintendents</li> <li>• School Boards</li> </ul>	<ul style="list-style-type: none"> <li>• Students</li> <li>• Parents and Guardians</li> <li>• Community Members</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Support Staff</li> <li>• Principals</li> <li>• Athletic Directors</li> <li>• Teachers</li> <li>• Administrative Support Staff</li> <li>• Special Education</li> <li>• Community Engagement</li> </ul>	<ul style="list-style-type: none"> <li>• Routing</li> <li>• Dispatch</li> <li>• Safety and Training</li> <li>• Fleet Maintenance</li> <li>• Fleet Management</li> <li>• Bus Drivers</li> <li>• Monitors</li> <li>• Payroll and HR</li> </ul>





Additional stakeholders may be identified during our study and included in the community engagement phase of work. All stakeholder groups who may be impacted by a school time changes are placed into our stakeholder analysis and influence tool. This tool enables DSG to identify key people/groups who will significantly impact a potential bell time change and document what needs to be done to help ensure stakeholder buy-in. Using parents as an example, the graphic below represents a section of the stakeholder analysis and influence tool. This tool helps the team address questions like:

- What level of influence does the stakeholder have on the project?
- What is the stakeholder’s current level of support?
- What is the stakeholder’s perceived threat or benefit?
- What does a “win” look like for this stakeholder group?

Stakeholder/ Group	Stakeholder level of influence (Low, Med, High)	Degree Stakeholder is impacted (Low, Med, High)	Stakeholder level of support (Low, Med, High)	Stakeholder Perceived Loss or Threat	Stakeholder Perceived Gain or Benefit	Stakeholder Potential Reaction to the Perceived Loss or Gain	What does a “win” look like for the Stakeholder?	Ways to Talk to and Influence Stakeholder  (Simple things you can do or say to influence the Stakeholder)
Parents	High	Med	Low	<ul style="list-style-type: none"> <li>• Change of bell times may impact their daily schedules</li> <li>• May result in additional child care expenses</li> </ul>	<ul style="list-style-type: none"> <li>• Bell Times aligned with SSL guidelines</li> <li>• Improved on time performance and consistency</li> </ul>	<ul style="list-style-type: none"> <li>• Loss - Aggressive complaint emails and calls to school leadership</li> <li>• Gain – No action</li> </ul>	<ul style="list-style-type: none"> <li>• If SH is supporter of SSL - MS and HS start time changed to 0830 or later</li> <li>• If SH isn't a supporter of SSL – minimal disruption to current process</li> </ul>	<ul style="list-style-type: none"> <li>• Educate on benefits of a later start time for MS and HS students</li> <li>• Educate on how bell times impact transportation system performance</li> </ul>

In this process, DSG will serve as technical experts and advisors. We will provide the benefit of our analytical skills, subject matter expertise, and facilitative services to assist the administration in managing the process and ensuring that only facts and analysis serve as the basis for any decisions reached regarding possible future changes in school start times.

**OP Task 1.2 - Survey Development, Deployment, & Evaluation**

After all stakeholders are identified, DSG will partner with HCPS leadership to develop survey(s) for each group identified. We will develop the questionnaire in both web-based and PDF formats as to reach all identified groups. We will submit the survey to the district for review and comment and make revisions as necessary based on written feedback received. Once the content and layout of the forms are finalized, we will create and test the questionnaire to ensure ease of use and mitigate any possible technical challenges.

DSG will conduct the survey using a web-based survey tool. Surveys can also either be mailed or distributed at community meetings. DSG has conducted surveys of this nature for several clients and have had success securing completed questionnaires from the majority of requested respondents. We will rely on this experience to ensure that the school start time survey is launched, monitored, and completed efficiently and with a minimum of effort required by the district.



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We will work with HCPS leadership to establish the parameters for conducting the survey such as launch date, frequency of reminders to target respondents, and close date. We will configure the survey tool to automatically email the survey population at the start of the survey and to send follow-up email reminders at agreed-upon intervals to organizations that have not responded. For those respondents without email addresses, we will manually collect, and input received data paying careful attention to ensure paper surveys are filled out completely as to maximize results and output.

DSG will employ standard statistical analysis and other techniques to analyze survey response data and summarize and present survey findings. We will utilize the results to develop and document a small set of viable options for consideration. We will also develop a fact sheet/infographic to present the purpose of the survey to the community explaining the results and possible paths forward.

### **OP Task 1.3 – Document results and communications**

Using the feedback gathered in the previous two tasks, we would develop a summary of results that are designed to inform the transition to any proposed bell schedule. Proposed activities during this task include, but are not necessarily limited to:

- Summarize and interpret feedback from selected stakeholder groups.
- Determine the impact of different stakeholder perception on implementation requirements, timelines, and strategies.
- Develop communication materials to the target populations.

This input can be beneficial to both the technical analysis and change management strategy. Our goal would be to connect the input and feedback received to the implementation strategies required to support the technical analysis.

## **Optional Task: Service model assessment**

For this task, DSG would assess the potential cost and service impacts of revising the current operating service model in whole or in part. Reducing or eliminating the use of contracted services would have a significant impact on the scope of operations at HCPS and the purpose of this analysis would be to provide insights into the magnitude and scope of those impacts. Using data gathered in the earlier tasks along with additional operational assessments, we would project the cost of insourcing some or all of the district's operations and attempt to identify the likely operational impacts of such a decision.

Our approach will begin by identifying reasonable cost estimates for each of the elements necessary to develop and operate a district-owned transportation system. Following the approach described earlier in the proposal, we will identify fair estimates of cost using current expenditure information and by exploring comparative costs for other Maryland-based and district-owned student transportation operations. Where no comparison basis exists, we will survey other industry contacts and utilize local data sources, as required. Our cost estimates will focus on the following key categories:



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### *Staffing*

DSG will identify the staff requirements and organization design needed to support an in-house operation in the five key functional areas of:

- Management – staff required for overall system management and oversight.
- Operations – staff required for direct oversight of drivers and attendants, plus dispatch, on-road supervision and coordination with building administrators.
- Routing and Scheduling – staff required for route development, route maintenance, and long-range planning.
- Safety and Training – staff and learning management systems or safety programs necessary to develop a culture of safety.
- Fleet Management – staff required for fleet capital asset management, maintenance, and repair.
- Support Services – staff required for support services such as information technology, human resources, payroll, accounting, custodial, and clerical.
- SBC will estimate the one-time transition costs, such as the human resource assistance required for recruiting and hiring, associated with initiating a district-operated system.

We recognize that many of these costs will be incremental to existing operating costs at HCPS. Consequently, we will work with transportation office staff to identify existing capacity across the organization. We will use these determinations to identify whether the additional demands of a district operated organization would necessitate additional staffing, and how much additional staffing would be required. Using the organization design as a basis, we will assign costs by position that include estimates of salary and benefits such as health care insurance, workers' compensation insurance, and retirement.

DSG will add estimates of on-bus staff costs using staff counts that match current contractor staff, but that include converting the contracted drivers and attendants to full time district employees. The result will include a comparison between a contracted bus driver, contracted attendant and a HCPS employed driver and attendant. HCPS will also address any additional cost or operating considerations that would result from having unionized drivers.

### *Fleet (Bus Cost)*

DSG will identify the bus fleet capital and operating cost requirements using the current cost and count of buses and types presently in service as a baseline.

### *Fleet Maintenance*

In addition to the staffing requirements considered previously, we will incorporate estimates for spare parts inventory and usage, plus tooling and equipment needs.



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*Fuel*

DSG will incorporate fair estimates of fuel costs based on current expenditures and/or market rates.

*Land*

DSG will evaluate how the decision to transition service models would impact the need for physical space. This would include the necessary land area and facilities to support maintenance and operations. Cost estimates and building requirements would be determined using a combination of DSG estimates and data gathered from other districts across Maryland.

With the estimates for staffing, fleet, facilities, and additional items in place, DSG will construct a financial model that will be used to compare the current cost of transportation services against the projected cost of a publicly owned and operated system. The key goal would be to establish a net present value comparison of the current operational model against a hypothetical change in service provision strategy.

We will assess the key cost drivers in such a manner that we are able to test the impact that changes to any of the initial inputs would have on the results. This scenario modeling helps to ensure that a transition in operating strategy can be decided upon with a full understanding of how continued changes in labor market costs, asset prices, and commodity costs might impact the projected results.



## References

### **Addison Central School District, Vermont**

This project, completed in 2021 is an example of a scope of work directly analogous to that required by NPS. Tim Ammon worked with this district in its consideration of elementary school boundary changes and the resulting transportation impacts. The project utilized the same tools and techniques DSG proposes to use in the NPS project. The scope included multiple deliverables, both written and presentation, and required considerable application of the communicative and facilitative skills honed by the DSG principals over their decades of experience.



### **Newburgh Enlarged City School District, New York**

This is an example of a bell time assessment completed by DSG that include evaluative elements combining route optimization and boundary considerations. In this instance the district utilizes multiple regional choice-based school buildings and the work conducted by Tom Platt focused on combining bell time coordination and policy changes to optimize transportation service delivery versus cost tradeoffs. Here again the facilitative and communication skills that are an inherent aspect of DSG's skill set were used to help guide the conversations and district decisions.



### **Croton-Harmon Unified Free School District, New York**

In this final reference, we provide an example of an atypical scope of work, in this case facilitating the work of a committee composed of various community and school district stakeholders as they considered the future electrification of the district's school bus fleet. Both Tim Ammon and Tom Platt worked on this project which required less of a technical solution, but maximized the use of DSG's facilitative, creative, and solution-development skill sets to guide a disparate and sometimes contentious process to arrive at a consensus-based solution to a challenging mandate.



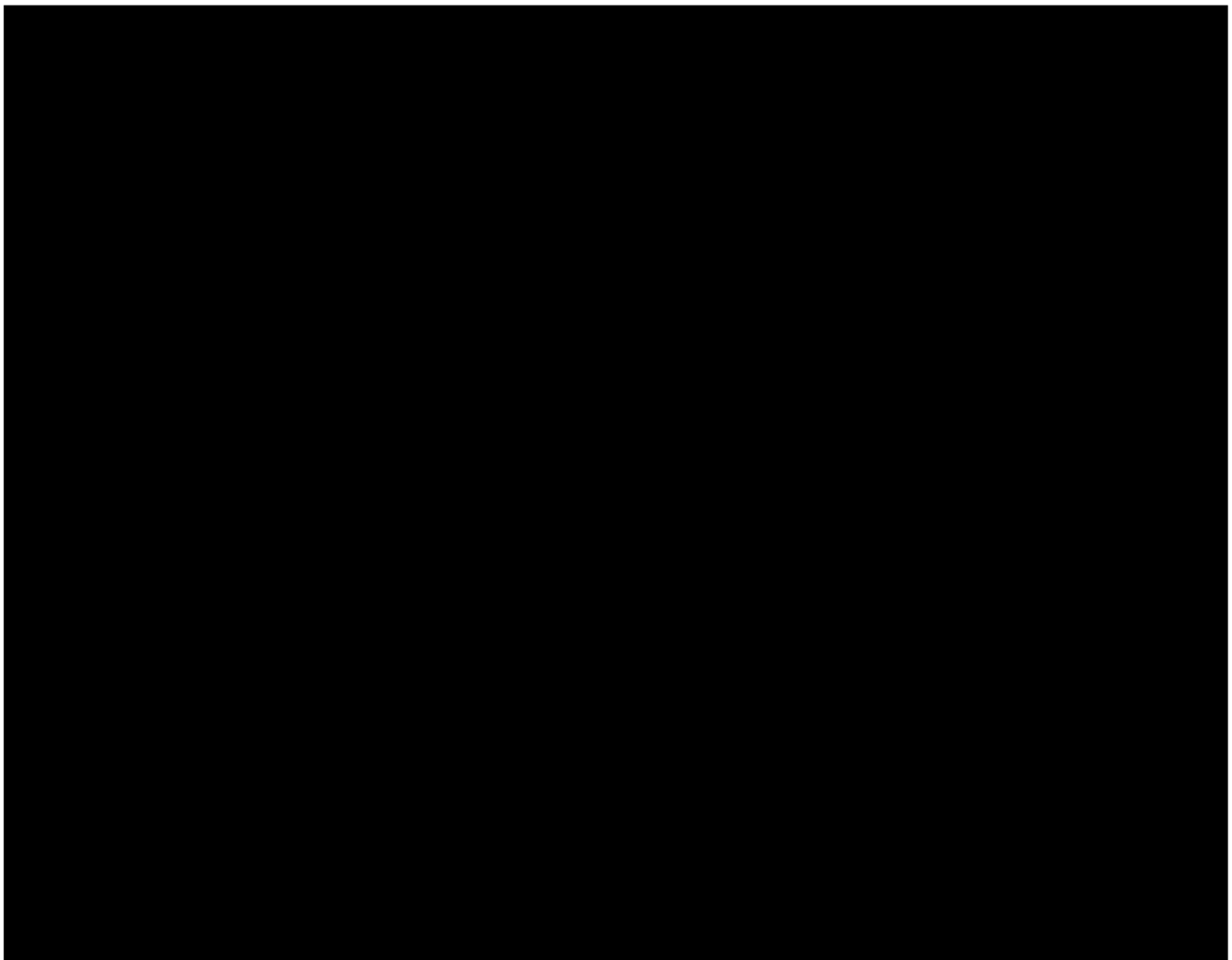


DECISION SUPPORT GROUP

## Project Schedule and Cost

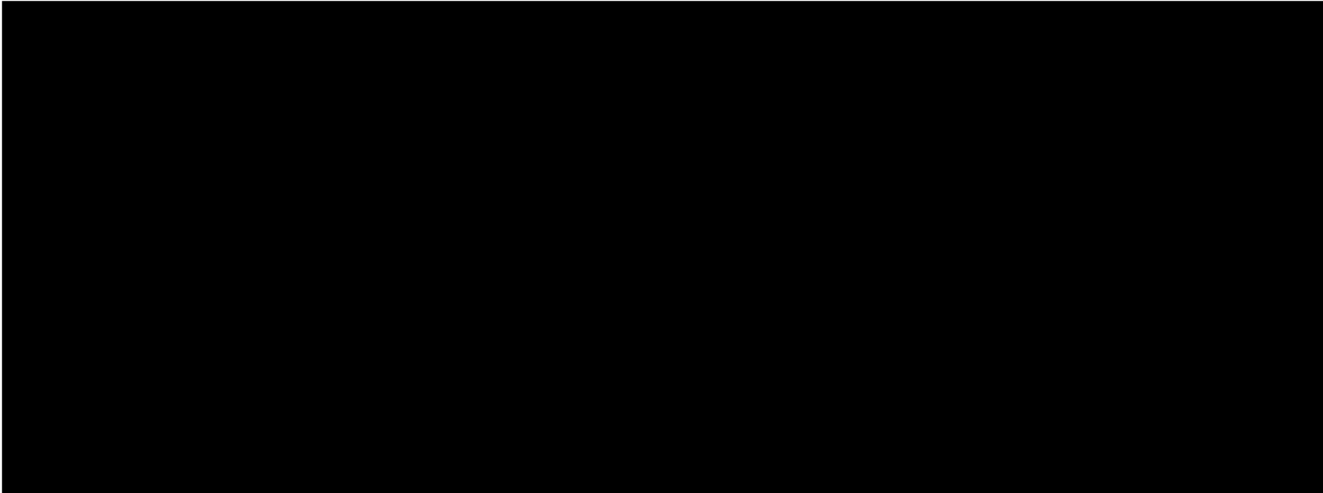
DSG would begin the project within six weeks of receiving an official notice to proceed in the form of a purchase order, signed contract, or other official notice. We recognize that this effort is integrated into the district's broader implementation strategy and would endeavor to complete the project in late fall 2021 to support adequate planning time for implementation of changes in the 2022/23 school year. The specific timing of the activities in each stage would be coordinated with HCPS staff to ensure that they proceed efficiently without adversely impacting daily operations at the district.

Our proposed cost to perform each of the tasks detailed previously are summarized below. The costs for are inclusive of all professional fees and related expenses such as travel.





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We anticipate multiple site visits during the course of the project, but will also emphasize the use of Microsoft *Teams*, Zoom, or some similar tool for many scheduled meetings. We propose to submit invoices monthly throughout the project. Each invoice would be for a proportional amount of the total cost based upon the final agreed project schedule.

**EXHIBIT B**

**STUDENT DATA SHARING AGREEMENT**





**STUDENT DATA SHARING AGREEMENT:**

**APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

This is an agreement between Decision Support Group, LLC ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for the term beginning on the effective date of the contract services and ending on contract termination.

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services through its digital platform:
- The VENDOR will be conducting an analysis of school start and end times for the 2022-23 school year.
  - The VENDOR will be accessing the HCPSS school bus routing database for purpose of route design and analysis. In accessing that database, the VENDOR will have visibility into student information needed for the purpose of developing bus routes.
  - The VENDOR anticipates accessing the system through a virtual private network established and managed by the district.
  - The VENDOR anticipates only offloading data related to route information that will not require student information leaving the HCPSS network environment.
  - The VENDOR may utilize systems related to the core routing software for purposes of verification and further analysis. Only anonymized data will be offloaded from existing systems in the event that it is necessary to extract data for additional analyses.
- B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) contained in a student's "education record" as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable student data, personally identifiable metadata, and personally identifiable user content.
- C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.
1. **Specific CLIENT DATA Shared Under this Agreement**
    - i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
    - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.

- iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. **Education Records:** If VENDOR will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate educational interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.
- E. **Data De-Identification:** VENDOR may use de-identified Data for product development, research, or other internal purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.

- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the school system. All student-produced work remains the property of the school system or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.
- M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.
1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.
  2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.
- O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions,

for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA have undergone appropriate background screening and possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and should receive training that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its FERPA obligations under this section.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any negligence or misconduct of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

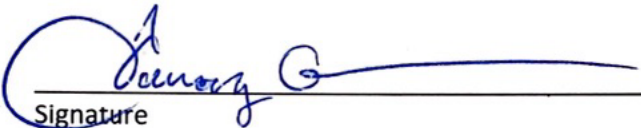
**Signatures are on the next page.**

CLIENT:

By: Douglas Pindell  
Signature  
Douglas Pindell Director of Purchasing  
Printed Name Title  
June 14, 2021  
Date

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

VENDOR:

By:   
Signature  
Timothy Ammon, Co-Owner  
Printed Name Title  
6/11/2021  
Date

Decision Support Group, LLC  
Vendor Name

402 King Farm Blvd, Ste 125-1002

Address

Rockville, MD 20850  
City, State Zip Code