

# BALTIMORE COUNTY PUBLIC SCHOOLS

---

Verletta White ♦ Interim Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

March 19, 2018

Dear Stakeholders:

Attached you will find the responses to questions that were submitted by members of the Board of Education of Baltimore County Public Schools. The responses address questions related to device ownership, purchases, and leases; the selection of devices; transparency in the selection process; and cost structures. As a point of clarification, and as noted in Questions 17 and 83, Baltimore County Public Schools (BCPS) will not automatically own devices at the end of this year's lease. Details related to this question are enclosed. Additionally, the selection process was transparent and included over 500 teachers, students, and parents over the course of this school year. The proposed contract was clearly the highest rated proposal as it received and represents the best instructional tool for our students at the most competitive price. We are confident that the selection process, as well as the current proposal, were submitted with integrity and will allow for the continuity of instruction at all grade levels in a fiscally responsible manner.

Thank you,

Verletta White

# Responses to Board Members' Questions

## March 20, 2018

### 2018 Daly Device Contract

1. Please provide a projection of annual expenditures on this new contract.

<i>FY2019</i>	<i>FY2020</i>	<i>FY2021</i>	<i>FY2022</i>
<i>\$15,317,397</i>	<i>\$23,157,883</i>	<i>\$34,112,696</i>	<i>\$34,322,915</i>

2. Provide a projection of annual expenditures on the 2014 contract, since what was given to the Board on 2/28/18 was, according to the Kevin Smith, erroneous.

*The total projected lease expenditure of \$162.9 million was correct. The average annual contract expenditures should have been spread over the full 7-year term of this contract instead of only the four years that have elapsed thus far. Additional details are provided here.*

- *Annual expenditures on contract MWE-807-14 were as follows:*
  - *\$4,269,697 in FY2014*
  - *\$8,477,602 in FY2015*
  - *\$22,136,116 in FY2016*
  - *\$35,088,578 in FY2017*
  - *\$40,836,992 in FY2018*
- *Payments total \$110,808,985 to date.*
- *Projected future lease payments will be as follows:*
  - *\$33,743,060 in FY2019*
  - *\$20,815,467 in FY2020*
  - *\$6,912,095 in FY2021*
- *Total lease expenditures are projected to be \$162,912,384 by June 2021 when all leases executed under this contract expire.*

3. Provide copies of the actual contracts, not just summaries, for both the 2014 and 2018 contracts, as this is public information and the Board needs to see it last month.

*The 2014 contract has been posted to the Board's One Drive site. This document will be released to the public following Board approval. The 2018 contract will be drafted if the Board approves the proposed exhibit.*

4. If the Board approves the contract, will BCPS be still paying on the 2014 contract for three more years simultaneously, or does that contract end and the new one begin?

*Yes. See Question #2.*

5. Next year in FY20, will we need another new device contract to replace the devices for Lighthouse K, Grades 4-6? Does that mean we will be paying on three device contracts simultaneously?

*No, two contracts will be in effect through FY2021. A new contract will not be needed until FY2023.*

6. The 2014 contract was for 150K devices for K-8 plus teachers. The 2018 contract is for 133K devices for replacements of the teacher devices, Lighthouse Grades 1-3, and new rollout for high school students. For the next new contract, how many devices and who will they go to? Explain the rollout of replacement devices going forward for all the replacements of the devices from the original contract.

*The attachment to the March 6, 2018, exhibit contains this information.*

7. What is the ballpark estimate on what the FY20 device contract may cost?

*Total lease expenditures under both contracts are projected at \$48,543,350 in FY2020. Please refer to the revised spreadsheet in One Drive for Board access. This document will be released to the public following Board approval.*

8. Will another device contract be required every year in order to replace the four-year old devices? Complete the graph showing how all the devices will be replaced with various contracts.

*No.*

9. In FY21, will we be paying on four separate device contracts simultaneously?

*No. Two contracts will be in effect through FY2021. A new contract will not be needed until FY2023.*

10. Please provide the device selection documentation used by the Device Selection Team to rate and comment on the devices reviewed.

*This information is in One Drive for Board access. This document will be released to the public following Board approval.*

11. When feedback was solicited from parents on the devices during the Build A Better Summer Parent Expo, did those parents understand that they were representing the parent contingency of the Device Selection Team?

*This group, the parents participating in the "Build-a-Better Summer Parent Expo," did not exclusively represent the 'parent contingency' of the device selection team. These parents, however, knew that they were providing feedback on the device.*

12. Were parents involved in the evaluation and scoring of each vendor presentation?

*Yes. Parents were involved in the evaluation and scoring of each vendor presentation.*

13. Explain the weighted score in the device evaluation and selection.

*Each of the evaluators could award a maximum of 5 points each (45 combined points) for Criteria #1, Functional Requirements. Those points were weighted at 30% of total points by a factor of 0.30, with a maximum total award of 13.5 possible points.*

14. Was the selected new device the favorite of the selection team, weighting scores aside?

*Daly's proposal received the highest total points and weighted points.*

15. Please breakdown the number of devices that roll out for each year of the 2014 and 2018 contracts.

*The breakdown of leased devices is as follows. This number included devices for students, staff, and desktop units.*

	2014	2018
Year 1	16,700	49,882
Year 2	28,735	36,298
Year 3	33,166	44,372
Year 4	15,739	1,921

16. What items are not covered in the 2018 contract that were covered in 2014? Breakdown item, cost, and explain how that item will be covered elsewhere in the budget.

*Staff cases were included in the 2014 contract and are not included in the 2018 contract. Student cases will be funded from the existing budget. The case for the 2018 devices will be selected based on feedback from teachers/staff. Please refer to the following chart for costs.*

	Year 1 (2018-19)		Year 2 (2019-20)		Year 3 (2020-21)		Year 4 (2021-22)	
	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost
	Staff Cases (One time Cost)	12000	\$ 240,000.00	1400	\$ 28,000.00	1400	\$ 28,000.00	1400
Student Cases (One time Cost)	29600	\$ 439,452.00	6200	\$ 111,600.00	24500	\$ 441,000.00	0	\$ -
Replacement Cases				\$200,000.00		\$200,000.00		\$200,000.00

*Support was included in the 2014 contract in the form of onsite technicians supplied by the device vendor. For the 2018 contract, BCPS opted to competitively bid technical support for greater cost savings. The cost of the contracted support will be funded from the existing budget.*

Support Personnel	2014-15	2015-16	2016-17	2017-18	2014-18 Support Totals
2014 Contract	\$ 3,147,584.00	\$ 6,230,664.00	\$ 6,977,256.00	\$ 5,657,782.00	\$ 22,013,286.00
	2018-19	2019-20	2020-21	2021-22	2018-22 Support Totals
2018 Contract	\$ 1,560,000.00	\$ 1,560,000.00	\$ 1,560,000.00	\$ 1,560,000.00	\$ 6,240,000.00
		\$ 3,010,000.00	\$ 3,010,000.00	\$ 3,010,000.00	\$ 9,030,000.00
			\$ 350,000.00	\$ 350,000.00	\$ 700,000.00
				\$ 1,400,000.00	\$ 1,400,000.00
<b>Total by Year</b>	<b>\$ 1,560,000.00</b>	<b>\$ 4,570,000.00</b>	<b>\$ 4,920,000.00</b>	<b>\$ 6,320,000.00</b>	<b>\$ 17,370,000.00</b>

*There are no hidden costs. The total cost inclusive of all services saves \$19.8 million over the life of the contract.*

17. Did Daly offer us the option to purchase the HP Revolves for a reduced price? What was that price? Why did we not do it? Is it still an option?

*Yes, there is a buyout option for leased equipment for the 2018-19 school year. That buyout option is offered by the leasing company, not Daly Computers. The buyout would include: devices (Year 1 student/teachers/staff), carts, docking stations, and monitors at a cost of \$782,171. However, there would be significant operational costs associated with this option listed below.*

- *The devices have been discontinued and parts to repair the devices are not readily available. When the warranty expires on July 1, 2018, BCPS will be obligated to purchase and provide parts for the devices. (\$3,075,000)*
- *The devices would be out of warranty and maintenance support beginning July 1, 2018. Additional technical support staff would be required due to the age and repair history of the devices. (\$3,170,000)*
- *The Windows 10 operating system software and anti-theft software must be purchased. (\$803,600)*
- *There is no contractual obligation for Daly to provide parts for devices out of warranty. This could result in teacher and student devices being out of service for long periods of time; thereby, significantly impacting instruction.*
- *As the cost of repairs for Year 1 units (16,700 total units) exceed \$800, a new unit will have to be purchased at the current contract price of \$1,345, estimated at a 15% replacement rate. (\$3,369,225)*
- *The ongoing annual costs noted above are summarized here:*

<i>Lease Buyout</i>	<i>\$782,171</i>
<i>Replacement Parts</i>	<i>\$3,075,000</i>
<i>Technical Support Staff</i>	<i>\$3,170,000</i>
<i>Software</i>	<i>\$803,600</i>
<i>Replacement unit purchases</i>	<i>\$3,369,225</i>
<i>TOTAL</i>	<i>\$11,199,996</i>

*If BCPS has to purchase Year 1 devices, BCPS will not be able to provide devices for high school students in September 2018. BCPS will incur a first-year cost of \$11.2 million to retain obsolete equipment. The cost to maintain the obsolete equipment will compound annually. In contrast, \$16.9 million would complete the digital conversion and fund a sustainable plan that saves over \$10 million annually by 2022.*

***Last and most importantly, leasing options were discussed and funds approved by the Board of Education as part of the operating budget in February 2018, as the most fiscally sustainable and responsible path forward.***

18. How long on average are devices lasting before needing repairs/replacement? Provide data on repairs, replacements, parts, labor.

*The devices are not being replaced unless they are stolen. The device lifecycle is the four years of the lease. Zero replacements have been issued for damages because all parts and labor are included in the warranty and accidental damage claims at no additional cost to BCPS.*

19. How many devices that are still in working order will be turned in to Daly in July? How many will not be in working order? Provide data on this please.

*The terms of the lease state that all devices must be returned in working order. All devices returned will be in working order in July 2018.*

20. If the Board does approve the new contract, and we instead redistribute the remaining devices (the majority of the total) to teachers and to students at a lower student: device ratio, what ratio would result if we started with first graders and worked up as necessary from there?

*Although options have been explored, student achievement and growth data suggest that the greatest impact would be achieved under the current 1:1 ratio. Across multiple measures representing achievement from Grades 1-3, students in Lighthouse schools have shown gains in student achievement relative to their peers across the state and nation. Therefore, the data supports maintaining the student-to-device ratio. In addition with the fact that Kindergarten readiness has been declining, it is imperative that we continue to make investments in early childhood education.*

*Additionally, a redistribution would significantly impact teacher working conditions, curriculum, instruction, assessment, parent communication, and professional development at every grade level.*

21. How many total devices would be required for BCPS if we assigned class sets of up to 32 as needed to each classroom, rather than assigning devices to students?

*BCPS currently has approximately 6900 classrooms. To provide a class set of 32 devices would be 220,800 devices, which is almost twice the number of devices proposed under this contract. Furthermore, additional carts would need to be purchased for all secondary classrooms and increase costs.*

22. What quality grade is this device? (Value Brand, Beginner Mid-Grade, Business Line)

*The recommended devices are “commercial grade.”*

23. What is the MTBF (Mean Time Between Failures) with this grade device? What is the MTBF for the Business Grade model?

*MTBF is typically measured at the component level – example a hard drive in a server has an MTBF.*

24. How long is the manufacturer’s warrantee? What happens after the warrantee ends?

*The warranty is for four years. Devices will be returned to leasing company at the end of the warranty/contract.*

25. Is the warrantee through the manufacturer or is it a third party warrantee?

*The manufacturer's warranty is through HP.*

26. Why did we not go directly through HP instead of going through Daly?

*The BCPS procurement process yielded proposals from Daly Computers, Inc., Data Networks, Virtucom, and CDW-G.*

27. What is the per device cost of this grade versus the business grade? Explain the differences in what is being included with this grade versus if we had gone with the business grade (warrantee, insurance, service, etc.)?

*The specifications of the RFP were for commercial grade devices.*

28. Did all laptops come with cases in 2014 contract?

*All Year 1 teacher and school administrator devices came with a case included in the 2014 contract.*

29. Are cases being supplied with all devices on the new contract?

*No, see response to Number 16.*

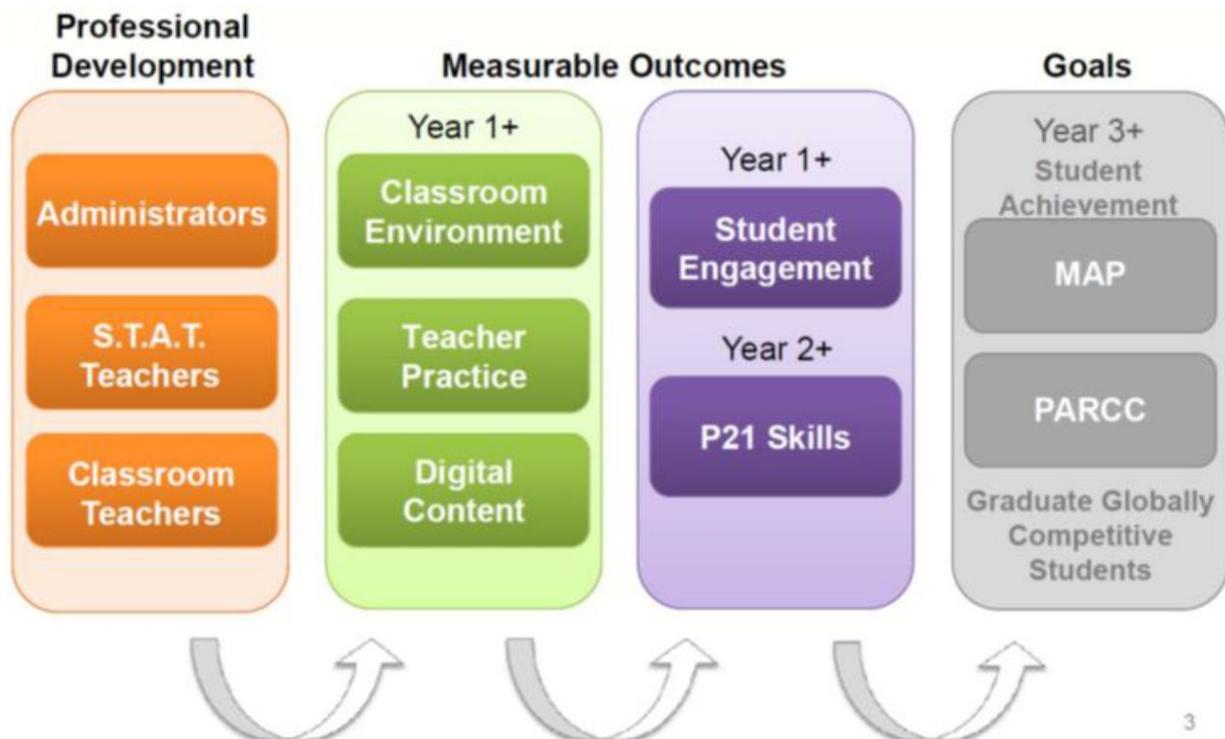
30. What “fair market value credit toward the next device” is Daly offering in the new contract?

*There is no fair market value being offered by Daly.*

31. What are the results of the two-year high school pilot? Why was there no report on results to the Board?

*It is incorrect to assert that the board and the community have not received reports on the results of this implementation. In fact, the board has received three reports from Johns Hopkins which have included implementation outcomes for the lighthouse high schools. The first was delivered in February 2017 and can be found on the BCPS Web site. The second report was delivered to the board on August 8, 2017, and is available in BoardDocs. The final report was delivered to the Board Curriculum Committee on March 15, 2018, and is available on the BCPS Web site.*

*If by results, the question is implying changes in student achievement, it is important to remember that changes in student achievement are not expected until the third year and beyond in the evaluation. This is the second year of the implementation of the lighthouse high schools; therefore, we are only 1½ years into their implementation. This is outlined in the logic model which has been used with fidelity from the start of the evaluation:*



*First presented in November 2014, this model has informed all subsequent reports. JHU has made it clear that changes in student achievement should not be expected until the third or fourth year of implementation. This recommendation was based on past research and experience. In fact, the following was reported from an early one-to-one implementation in Maine:*

*“It’s not surprising that most of the initial findings about MLTI (Maine Learning Technology Initiative) said little about achievement. Researchers recognize that broad, large-scale initiatives often take several years before there are discernable changes to achievement.” Muir, M., Knezek, & Christensen, R. (2004). *The Power of One to One: Early Findings from the Maine Learning Technology Initiative*. *Learning & Leading with Technology*, 32 (3), p.9.*

*In a current evaluation of a 1:1, Fairfax County is not projecting changes in student achievement for 5 years.*

*Therefore, the first two years of the evaluation focus on professional development and changes in the classroom environment, which are outlined in the three reports referred to above.*

32. Why are teachers being told to prepare now, in early March, for their desktops, monitors, and laptops to be seized? The 2014 contract goes until July 1. When are the 2014 devices being returned to Daly?

*BCPS communicated in early March to be open, transparent, and respectful of all teachers and in compliance with the TABCO master agreement. The devices will be returned to Daly beginning on June 8, 2018.*

33. Were the classroom monitors leased as part of the 2014 contract?

*Yes*

34. As maintenance and support staffing is being contracted for under a separate contract, how much money was allotted in the 2014 contract for these services that will not be included in the 2018 contract?

*Refer to the chart in response to Question 16.*

35. Please provide answers to all questions from the March 6 Q&A.

Provide an updated 6-year digital conversion plan.

*This chart is provided to the Board on the One Drive. This document will be released to the public following Board approval.*

Provide projected costs through the fiscal year.

*Total contract expenditures through year end are projected to be approximately \$110.8 million.*

Why have we spent \$180 million to date?

*Total expenditures to date are approximately \$110.8 million.*

What is the current security level and what is the future plans?

*Please refer to the response to Question 40.*

36. Provide specifics on the number of loaners provided year-by-year for both contracts.

*The amount of loaners requested for the 2014 contract is as follows:*

*Year 1 - 176*

*Year 2 - 435*

*Year 3 - 761*

*Year 4 - 0*

*The amount of loaners requested for the 2018 contract is 1.5% of the total leased staff and student devices for that year.*

37. Where is the Parts Depot for the 2018 contract? Who owns it?

*The parts depot will be in two places. The main depot will be at a Daly facility located in Baltimore County and the second one at a BCPS facility.*

38. As price was weighted as only 15% of the criteria for rating bidders, provide the pricing for all bidders please.

*Please see the information provided to the Board on March 7, March 12, and March 16, 2018, on the One Drive. These documents will be released to the public following Board approval.*

39. Provide the models proposed by each of the four bidders.

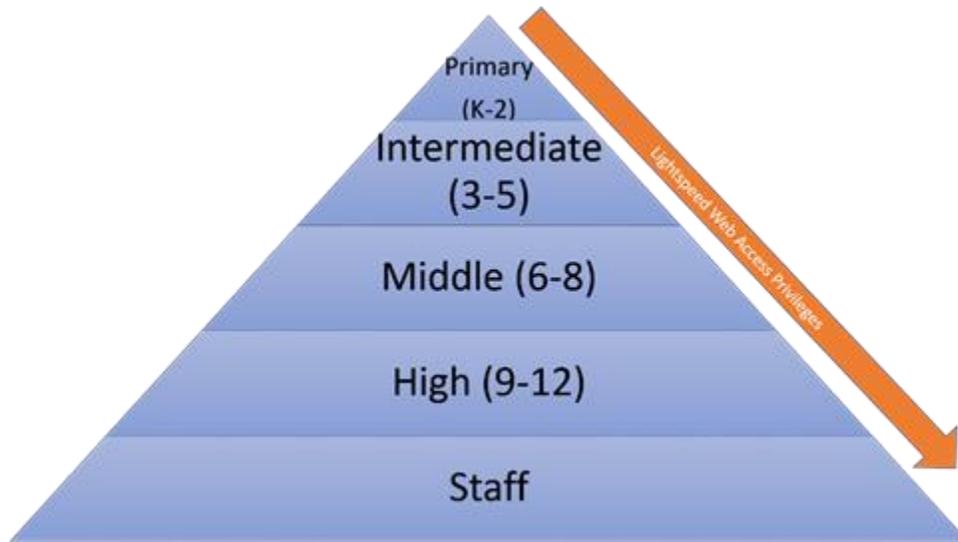
*Please see the information provided to the Board on March 7, March 12, and March 16, 2018, on the One Drive. These documents will be released to the public following Board approval.*

40. Does the proposed contract include anything that would be an improvement over the current contract with regard to network filtering?

*The proposed contract is not related to network filtering. Networking filtering is continuously upgraded and monitored by the Department of Information Technology (DoIT).*

*As we continue to monitor the implementation of S.T.A.T., particularly pertaining to student safety and security when accessing the Internet, the following modifications are being made:*

- The strength of the Lightspeed web filter will be scaled based on the user's age. Students in the youngest grades (K-2) will have the tightest controls on what they can access, gradually allowing for greater access to a wider set of instructionally relevant web content as they progress through their schooling experience. Staff will have a separate set of permissions.*



- *Desktop shortcuts to all web browsers (Internet Explorer, Google Chrome, Mozilla Firefox) will be removed from all K-5 devices. A sole, direct link to BCPS One, our secure digital ecosystem, will be the only desktop access point to a web browser.*
- *Students in Grades K-2 will not have access to the address bar of any web browsers. These students will only be able to access links provided by the teacher via the BCPS One Learning Management System.*

41. What will be the additional cost for adapters to allow for connection to BCPS equipment and projectors? Is this a cost that was included in the current contract?

*BCPS will use the existing adapters from the original contract in 2014 and only purchase additional adapters as necessary to replace lost or broken adapters.*

42. Do we have enough carry cases from the current contract for all issued devices?

*The existing carry case was made to hold an 11" device for staff members. The new teacher and administrator device is approximately 14" and will not fit in the old case.*

43. Were these models the first choice among the device selection team?

*Yes.*

44. What happens when devices are intentionally vandalized? How is that paid for and what is the projected cost of that?

*Any device that is intentionally vandalized is handled at the school level by the school administration and referred to the Baltimore County Police Department. Consequences for vandalism are located in the student handbook. Restitution is one of the potential consequences. Each vandalism case costs a different amount based on the damage done to the device.*

45. Describe the lease cohorts.

*Please refer to the attachment to the responses to the Board's questions for March 6, 2018.*

46. Under what contract will the replacements for the devices that were rolled out in 2015–2107 be funded?

*The proposed 2018 contract.*

47. Explain the device count. 133K devices are being supplied for high school rollout and replacement of 2014 devices. Will it also include replacement of 2015-17 devices? How is that possible when in the current contract, 150K devices were supplied for only K-8 and teachers?

*Please see the response to Question 15.*

48. What teachers received devices under the 2014 contract - K-8? Breakout teacher types and count: classroom, specials, STAT, paraeducators, etc.

*All teachers have received devices under the 2014 contract.*

49. What teachers will received devices under the 2018 contract? Breakout teacher types and count: classroom, specials, STAT, paraeducators, etc.

*All teachers will receive devices under the proposed 2018 contract.*

50. How is maintenance and service on the devices funded after the first year deployment?

*The cost of maintenance and service are included in the first year and all subsequent years.*

51. Please explain the Projected Device Savings worksheet. I don't understand the Current Lease\* column.

*The "Current Lease" column represents the devices to be deployed in FY19 lease expense under the original FY14 contract pricing. This illustrates the baseline against which savings are calculated.*

52. Projected Device Savings worksheet: What is the "savings" that is being described?

*The savings are a comparison of costs under the current contract versus costs under the proposed contract. The costs savings increase over time as new devices are issued.*

53. Projected Device Savings worksheet: please complete cost columns for the years 2014-2018. Provide a count of devices for each year and each lease

*For associated costs and units issued, see responses to Questions 2 and 15.*

54. Since you will still have \$42M in spending authority under the current contract that will be unused according to Kevin Smith at the last Board meeting, can that spending authority be used to provide the new devices to teachers for FY2019?

*No. Another four-year lease cannot be issued under the current contract which ends June 30, 2021.*

55. Also, staff can go back and review and compile questions asked by all Board members and answers given in meeting.

*Please refer to the response to Question 35.*

56. Also, I had asked on 3/2 for documents to be made available online. Melanie Webster from Purchasing did set up and e-mail us a folder with some documents. But not all are available to open.

- a. Please have Melanie e-mail the Board and let us know when additional documents are available.  
*All requested documents have been posted online.*
- b. I will then have questions related to those.

57. Mrs. Abby Beytin TABCO President raised concerns. Please provide the Board with actual language from Master Agreement with TABCO relating to school system providing new technology or initiative training a marking period in advance.

*The following excerpt from the [TABCO master agreement](#) is provided. The full agreement is available on the BCPS Web site at Human Resources/Office of Staff Relations and Performance Management.*

#### *Curriculum Changes*

*10.10 Teachers who are expected to implement new curricula or techniques shall be given an opportunity to participate in training activities concerning the new curricula at least one grading period prior to the implementation.*

*10.10.1 Curriculum materials and texts necessary for the implementation of curricula and techniques will be available to the teacher at least one grading period prior to the time the teacher is expected to implement any curriculum.*

*10.10.2 All curricula will be piloted prior to implementation. Curricula shall be piloted in sample schools or with populations impacted by such initiatives. Curriculum pilots will be of sufficient length to determine efficacy. Pilot participants shall be afforded opportunities to provide feedback, to discuss strengths and weaknesses, and to suggest modifications prior to implementation.*

*10.10.3 Teachers shall not be formally observed in classes in which curriculum is being piloted.*

#### *Technology*

*10.11 Teachers will have access to technical support to allow for the utilization of the technology in an efficient and effective manner.*

*10.11.1 All system-wide software initiatives will be piloted and all system-wide hardware initiatives shall be field tested prior to implementation. Field tests and pilots shall include representative stakeholders and allow time to validate district goals. Field test and pilot participants shall be afforded opportunities to provide feedback, to discuss strengths and weaknesses and modifications prior to implementation.*

*10.11.2 Teachers who are expected to utilize new technology and/or application software shall be given an opportunity to participate in training activities related to the new hardware and software applications prior to and during the implementation.*

*10.11.3 Teachers shall not be formally observed in classes in which technology is being piloted or field tested.*

- a. As a Board we are obligated to support fulfillment of Master Agreement. Additionally, for most effective program of education, we want to limit disruption to teacher workflow, and limit any increase to teacher workload. Also, include if there is language around when and how a grievance would occur and what are possible impacts to the Board and school system?

*Impacts depend on the type of grievance and the remedies requested if a grievance is upheld.*

Financial penalty?

*There may be financial implications to a grievance depending on what is being grieved and the remedy being sought by the individual or the union.*

Teacher workload support with substitutes? Other? Is it at discretion of TABCO leadership?

*There is insufficient information included with this question to adequately provide a response.*

b. Provide analysis by Dr. Mayo of the issue.

*The language of the master agreement is provided below:*

#### *ARTICLE VIII - Grievance Procedure*

##### *Introduction*

*The parties recognize their mutual responsibility for the prompt and orderly disposition of teacher problems. Their reliance on the following grievance procedure does not detract from the rights of a teacher to discuss any matter with his/her immediate administrative supervisor or any other appropriate member of the administration to seek a resolution of his/her problem. A teacher may not utilize both the grievance procedure contained herein and the administrative appeal procedure to challenge the same alleged violation.*

##### *8.1 Definitions*

*1. Teacher: A teacher is defined as any member of this bargaining unit.*

*2. Grievance: A grievance is a complaint by a teacher, Faculty Council, or, in the event of an action affecting Association rights, the Association concerning the interpretation, application, or alleged violation of an express provision or provisions of this Agreement and/or as contained in the "Manual of Policies and Regulations."*

*3. The Grievant: The grievant is the teacher or teachers, Faculty Council, or Association filing a grievance.*

*4. Representation: A teacher may be represented by the Association at any step of the grievance procedure.*

*5. Time Limits: If the immediate supervisor/administrator fails to answer within time limits provided, the grievance may be appealed to the next step. If the grievant fails to appeal within the time limits provided, it shall be deemed as acceptance of the immediate supervisor/ administrator's disposition of the claim. Time limits may be extended by mutual agreement in writing.*

##### *Procedure*

*8.2 (Informal) A teacher who feels he/she has a grievance shall discuss it, either orally or in writing, with his/her immediate supervisor within twenty-one (21) calendar days of the event giving rise to the complaint or his/her first knowledge thereof. The informal discussion of problems and the continuous interchange of views between teachers and their principals, and between staff members and their immediate administrative supervisors, are encouraged in order to resolve as many disputes as possible informally.*

*Level I - If a teacher is not satisfied with the disposition of his/her claim at the informal level, he/she may submit his/her grievance in writing on the appropriate form (see Appendix C) within ten (10) days, following the reply at the informal level, to his/her Executive Director or other appropriate administrator. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Executive Director or other appropriate administrator. Such individual shall within ten (10) days of receipt of the grievance, or date of grievance hearing if held, inform the grievant as to the disposition of his/her claim.*

*Level II - If a teacher is not satisfied with the disposition of his/her claim at Level I, he/she may appeal in writing to the Superintendent or his/her designated representative within ten (10) days. If a grievance hearing is to be conducted, it shall be scheduled (not necessarily held) within ten (10) days of receipt of the grievance by the Superintendent or his/her designee. The Superintendent or his/her designated representative shall inform the grievant as to the disposition of his/her claim within ten (10) days of the receipt of the appeal at this level, or date of grievance hearing if held.*

*Level III - On request of the grievant, the Association may appeal the Superintendent's disposition to arbitration. If it so determines, it shall notify the Superintendent of its intent to appeal to arbitration 8.3 Within ten (10) days after such notification of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.*

*8.3.1 The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined to the express provision or provisions of this Agreement at issue between the Association and the Board. He/she shall have no authority to add to, alter, detract from, amend or modify any provision of this Agreement, or to make any award which will in any way deprive the Board of any of the powers delegated to it by law. The award of the arbitrator, in writing, shall be final and binding on the aggrieved teacher or teachers, the Association, and the Board.*

*8.3.2 The arbitrator's decision shall be made within thirty (30) days of the conclusion of the presentation of the case. The cost for the services of the arbitrator shall be shared equally by the parties.*

*8.4 Grievance forms and attendant papers shall not be placed in a teacher's personnel file.*

58. Please provide the Board with the issues and settlement of the Grievance filed by TABCO (8700 teachers) against former Superintendent Dallas Dance in the fall of 2013.

*The Office of Staff Relations was informed on September 16, 2014, by the TABCO Executive Director that on August 11, 2014, the TABCO Board of Directors determined that Grievance #2013/2014-05, filed on November 18, 2013, is considered resolved.*

59. Please clarify the annual expenditures the school system is planning on the 2014 Daly/HP MWE-807-14 contract given that new devices will be purchased under proposed contract, JMI-604-18.

*The proposed 2018 contract provides for leases, not purchases of devices. Please see Question 2 for the annual lease costs under this contract.*

60. How will the Board then limit the spending authority on the 2014 Daly/HP contract MWE-807-14?

*The Board has already issued spending authority that will not be exceeded. The projected costs are expected to be approximately \$40 million below this authority.*

61. Will purchasing staff bring a MWE-807-14 contract modification to reduce the spending authority at the same meeting?

*No.*

62. Or does Board have to make a motion to direct the Interim superintendent to bring the reduced spending authority contract back to the Board?

*This question is unclear.*

63. VENDOR INTERACTIONS WITH BCPS STAFF, VENDOR INFLUENCE, POSSIBLE CONFLICTS OF INTEREST, ETC.

a. Ethics Code: 8360P Applicability and Definitions, 8361P Statement of Purpose and Policy, 8362P Gifts, 8363P Conflict of Interest - Prohibited Conduct, 8364P Financial Disclosure Statements, 8365P Lobbying

b. Please outline all significant Vendor Interactions with Board of Education of Baltimore County members and school system officials that have or had any key role in Contract JMI-604-18 and Contract MWE-807-14. Including directors of offices involved, any involved in writing specifications on prior and current proposed contract.

*Each employee shall follow the Board policies, Superintendent's rules, and established procedures as well as the Board's Ethics Code. Willful failure to do so may result in disciplinary action up to and including termination of employment.*

c. Please confirm that HP Hewlett Packard is an ERDI client.

*HP is not an ERDI Client.*

d. What contact in any manner did BCPS employees have at ERDI conferences with HP?

*See above.*

e. The Board requested similar information from the Interim Superintendent back in November, see Julie Henn's e-mail from today, with the original request.

f. For instance,

- i. [Superintendent Dance to discuss S.T.A.T. at Republic of Korea technology symposium](#)
- ii. What BCPS staff went on this trip in addition to former superintendent Dance?

*The BCPS cost for the South Korea trip referenced was \$3,315.73 for travel, hotel, food, and taxi costs for the Chief Communications Officer. Dr. Dance's trip was covered by the South Korean Government group that asked him to present on our digital curriculum program. Baltimore County Public Schools was the chosen representative for the United States.*

iii. Did BCPS pay? Or other entity? What was cost of trip? Or estimated value?

*Please see previous answer. The South Korean government covered Dr. Dance's travel.*

64. Please review this article, confirm or correct the technical score and failure on drop test of original HP device.

a. Please explain how that was best choice for school system.

*The information contained in the Word Press blog is commentary with personal opinions. Any statistics and related information shared in this document were not provided by BCPS to the author. Based on several scoring criteria in the 2014 RFP, the Daly/HP product was selected.*

65. In Contract MWE-807-14, purchasing director is Richard Gay. He is no longer employed at BCPS. When and why did his employment end?

*Mr. Gay resigned on August 30, 2015, and accepted another position outside of BCPS.*

66. What is system explanation for leasing devices?

*Leasing devices allows for the cost of devices and associated services to be spread out evenly over the term of the lease. Leasing also allows for regular technology refresh, maintenance, support, and replacement of devices and equipment.*

- a. Any other Maryland districts are doing?

*An accurate comparison between other Maryland school systems would be difficult due to the varying specifications for each school system's curriculum, infrastructure needs, and data sharing requirements. In particular, purchasing and leasing devices entail a great many differences with regard to maintenance, insurance, and replacement.*

- b. Does the interest on leasing add to the per device price presented by staff? Or is interest included in device price?

*Interest is included in the proposed device cost.*

67. Did BCPS compare what other counties are paying for their devices?

*While several Maryland districts are rolling out technology initiatives, an accurate comparison between other Maryland school systems and BCPS would be difficult due to the varying specifications for each school system's curriculum, infrastructure needs, and data sharing requirements. In particular, purchasing and leasing devices entail a great many differences with regard to maintenance, insurance, and replacement.*

- a. Evaluate potential savings if BCPS went with a similar device.
- b. Montgomery County paid \$375 to **purchase** each Chromebook.
- c. Harford County is paying \$523 to **purchase** each device.
- d. Worcester County: \$730 each:
- e. Prince George's County: \$400-500 per iPad for students in low-performing middle schools, paid for with Title I funds:
- f. Did BCPS look into purchasing through the Maryland Education Enterprise Consortium and the National Joint Powers Alliance, which help school districts take advantage of lower purchase prices for technology? Think that is what Montgomery did.

*BCPS chose to competitively bid this contract rather than riding a consortium contract.*

68. I asked in a meeting, but want to make sure staff address why a Kindergartner would need the same powerful, sophisticated expensive device as a high schooler?

- *Instructional Expectations in K-2 expect students to be creators of digital content, not just consumers. A tablet device and the apps used therein focus more specifically on students as passive users and do not support the robust functionality of content creation.*
- *As outlined in the ELA CCR Standards progression below, students are expected as early as Kindergarten to use a variety of digital tools to produce and publish writing and to collaborate with peers. To do that, students need a device with a fully functional keyboard with the ability to use appropriate tools for composition and publication.*

<b>Writing: Production and Distribution of Writing</b>	
<b>CCR Anchor Standard 6: Use technology, including the Internet, to produce and publish writing and to interact and collaborate with others.</b>	
<b>Grade</b>	<b>Grade-Specific Standard</b>
<b>Prekindergarten</b>	With prompting and support from adults, explore a variety of digital tools to express ideas.
<b>Kindergarten</b>	With guidance and support from adults, explore a variety of digital tools to produce and publish writing, including in collaboration with peers.
<b>Grade 1</b>	With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.
<b>Grade 2</b>	With guidance and support from adults, use a variety of digital tools to produce and publish writing, including in collaboration with peers.
<b>Grade 3</b>	With guidance and support from adults, use technology to produce and publish writing (using keyboarding skills) as well as to interact and collaborate with others.
<b>Grade 4</b>	With some guidance and support from adults, use technology, including the Internet, to produce and publish writing as well as to interact and collaborate with others; demonstrate sufficient command of keyboarding skills to type a minimum of one page in a single sitting.

- *It is important to recognize the way standards build year-to-year to grow student capacity and mastery. No single set of grade-level standards exist in isolation from the previous or succeeding set of grade-level standards. For example, the transition from Grade 2 to Grade 3 is a developmentally rigorous experience as students must read multisyllabic words fluently and write to demonstrate understanding, as well as demonstrate mastery of functional literacy to apply across disciplines. To add another transition to this year would be an additional challenge for students and teachers. Students' cognitive efforts should be focused on the increased rigor of the content more so than on learning additional functionality of a new tool/device. For a more specific example, in the standard above, students are expected to master the use of keyboarding skills by the end of Grade 3. It is not appropriate to have that also be the first year they are using a keyboard.*
- *No single grade is less important than another grade. When standards at any grade, to include Kindergarten, are skipped or marginalized, the result is a gap in student knowledge and skills. Gaps in student knowledge and skills typically compound quickly and in exponential fashion in the early grades because the content and skills are more explicit and less conceptual.*
- *Furthermore, as shared previously in the September 2017 Board report, students are entering Kindergarten less and less prepared as evident in the Kindergarten Readiness Assessment (KRA)*

*data, yet BCPS has been able to demonstrate the ability to close those gaps by the end of third grade as evident in both the Measures of Academic Performance Assessment and the Partnership for Assessment of Readiness for College and Career (PARCC) data. Closing the gaps that students enter Kindergarten with occurs across the grades from the beginning of Kindergarten through to the end of third grade, not in a single grade.*

- *The early grades are crucial in preventing gaps as well as in closing gaps. Prevention and early intervention promotes student achievement and long-term success.*
- *Lastly, the device specifications were included in the RFP and aligned with the minimum specifications to ensure that each device would work with current BCPS hardware, software, and current tools and resources housed within BCPS One.*

69. If 1-5 grade students are not using devices majority of day,

a. Why should we pay that much money?

*The results across 12 separate measures of achievement (MAP Reading in Grades 1-3, MAP Mathematics 1-3, PARCC Reading 3-5, and PARCC Mathematics 3-5) are both clear and absolutely unequivocal. There have been substantial improvements in achievement since the implementation of S.T.A.T., changes that have brought our lighthouse students from below the state and national averages to above both the state and national performance on multiple assessments. These gains are equivalent to having received hundreds of hours of instruction and substantially outpace gains seen in other systems.*

*While our lighthouse schools represent the diversity of the system (ethnicity, income, and prior achievement), the gains observed by our lighthouse students and schools clearly have outpaced the remaining schools in the system and the state. These exceptional gains were broadly shared across lighthouse schools despite the obvious differences that existed in these schools at the start of the program. In fact, in terms of the changes in student achievement on PARCC, out of 60 different analyses (10 schools x 3 grades x two subjects) comparing Lighthouse schools to the state, 75% favored the Lighthouse schools. In comparison to Baltimore County, 70% favored the Lighthouse schools. The greater gains by the Lighthouse schools suggest that the gaps, based on income and performance, are being bridged.*

b. Why not set up model to share?

*The 21st century approach to teaching and learning is based on responsive or differentiated teaching and learning. Responsive teaching and learning is a fluid process not a mechanized assembly of one size fits all approach that much of previous generations experienced in the factory model of education. Teachers customize instruction based on data and personalize instruction based on student interest relevant to process, product, and content aligned to standards. Fluid student and teacher access to a learning management system is critical in being able to authentically differentiate instruction through to the individual student routinely. The learning management system houses our curriculum; it is the platform by which teachers facilitate learning through the design and delivery of instructional opportunities for students. Students in Grades 1-5 work in guided and independent fashion with the curriculum and instructional materials provided by teachers.*

*Lowering the current device ratio in these grade levels would effectively limit students' curricular access and would impact teachers' ability to flexibly plan and respond to students needs via the use*

*of whole-group, small-group, and independent instruction. Small groups vary in size based on student ability, instructional activity, and content area, all driven by teacher expertise. Teachers need the flexibility of being able to have multiple groups of students (or all students) or individual students using devices as a part of teaching and learning without having to compromise their planning based on a limited number of devices.*

70. Staff presented performance information as part of presentation.

- a. Please confirm or correct the following spreadsheet for lighthouse elementary schools.

*No attachment provided.*

71. IN MWE-807-14 Request For Proposal (pages 1-113)

- a. Page 45 Paragraph 1.4 outlined “Buyout or fair market trade value options may be submitted.” Was an option presented? Did BCPS include it in final contract?

*See the response to Question 17.*

- b. Page 48: Paragraph 12. Devices must continue to be the most current model of the selected device. All updates/upgrades must be approved by the BCPS Project Manager Prior to placement into any BCPS school or office.

- i. Has any updated or upgraded model been approved by BCPS project manager?

*Yes, the HP revolve G2 and G3 models were approved by BCPS DoIT including the project manager.*

- c. Page 61 Paragraph 2. Internet Filtering for the district is handled by Lightspeed Systems appliances.

- i. When did school system start using Lightspeed?

*Summer 2011*

- ii. Is this an ERDI client?

*This vendor is not related to this RFP.*

- iii. Any BCPS employee meet with them at ERDI or other conference? Other vendor interactions? Payment or gifts to key employees? Superintendent down to executive director involved in procurement.

*Each employee shall follow the Board policies, Superintendent’s rules, and established procedures as well as the Board’s Ethics Code. Willful failure to do so may result in disciplinary action up to and including termination of employment.*

- iv. Is this filter that parents have complained is ineffective to screen inappropriate materials from their elementary students?

*The filtering that Lightspeed provides is industry standard.*

- d. JMI-604-18 PRE-BID MEETING SIGN IN SHEET. 11/14/2017

- e. From information in folder provided online by Ms. Webster, it seems as if the 3 other responsive bidders also had high technical scores, and high committee evaluation scores.
  - i. Please provide the weighting of the criteria, and how calculated to final selection

*This information is available to the Board in One Drive. These documents will be released to the public following Board approval.*

- ii. I could not find a cost comparison.

*This information is available to the Board in One Drive. This document will be released to the public following Board approval.*

- iii. Please provide a cost comparison per device for the other 3 responsive bidders

*This information was provided to the Board on March 6, 2018, and is available to the Board in One Drive. This document will be released to the public following Board approval.*

72. This is done routinely for other high price contracts, construction, etc.

*An RFP is much different than a bid and instead of prices, the weighted scoring of various criteria is the basis of the recommendation.*

73. Does Board of Ed want to evaluate possible MILLIONS IN SAVINGS by going with one of the other responsive and responsible bidders?

Proposed Daly/HP = \$31,759,594.16 per year  
 OTHER RESPONSIVE BIDDER "B" = \$29,411,129.33 per year  
 = \$2,348,464.83 per year TIMES 4 YEARS = **\$ 9,393,859.32**

**POSSIBLE SAVINGS**

Does the Board of Ed want to evaluate the potential savings in purchasing rather than leasing?

LEASING COSTS FOR proposed DALY/HP contract ARE SIGNIFICANT:

TOTAL FOR 4 YEAR Sale price for "secondary student/staff device" \$74,425,068.15

TOTAL FOR LEASING PAYMENT on top of Sale Price = \$19,068,463.06 = 25.7% leasing fee

EXORBITANT

TOTAL FOR 4 YEAR Sale price for "elementary device" = \$43,546,066.20

TOTAL FOR LEASING PAYMENT on top of Sale Price = \$11,201,850.20

IF PURCHASE STAFF DEVICE INSTEAD OF LEASE = **SAVINGS OF \$19,068,463.06**

IF PURCHASE elementary devices INSTEAD OF LEASE = **additional SAVINGS OF \$11,201,850.20**

*This calculation is not correct. The annual lease payment includes interest and is not "on top of Sale Price." The amount cited as interest is actually the annual payment including both principal and interest.*

74. WHO IS THE LEASING AGENT FOR MWE-807-14? What amount of leasing fees have been paid to date?

*HP Financial Services*

75. WHO IS THE PROPOSED LEASING AGENT FOR JMI-604-08?

*HP Financial Services*

76. Spreadsheet shows secondary students getting the more expensive STAFF device @ \$1549.07 SALE PRICE INSTEAD OF THE Robust elementary Student device for \$906.36 as DESCRIBED in the meeting on 3/6/2018. PLEASE CLARIFY because that will dramatically decrease the requested spending authority needed.

*Although pricing was calculated for both the 11" and 14" device, only the 11" (less expensive) device is being proposed for students at the stated price.*

77. What options do we have to extend the current Daly contract by one year, substituting devices, and using the remainder of the current contract's purchasing authority for the next refresh?

*The current Daly contract includes spending authority for four, 4-year leases only. Although the contract ends June 2021, the first lease ends June 30, 2018. There is no option for a 5th year on the first lease or any other lease within this contract.*

78. Could we increase that purchasing authority to cover the expenses (if needed) of the next refresh?

*Please see the response to Question 77.*

79. What, if any, impact, would such an action have on the system?

*If the proposed 2018 contract is not approved, teacher and administrator working conditions would change significantly. Teachers and administrators would not be able to access their gradebooks, curriculum, lesson tiles, and communications with parents and students would be diminished. Rising eighth graders at 21 non-lighthouse high schools would lose device access, interrupting the continuity of instruction. Lighthouse elementary students who have shown demonstrable changes in student achievement on twelve separate measures would also lose access to devices.*

80. Given our significant previous and planned future spending with Daly, surely, they would offer some flexibility with such an extension.

*This would be inconsistent with our established purchasing policies, rules, and procedures.*

81. When I compare it to the other document Projected Device Savings (attached), it appears there is again disagreement in data provided by BCPS, unless I am misunderstanding that document. The column marked "Current Lease" I take to mean expenditures for 2018 of \$51M but the updated contract summary shows \$40.8M for 2018. Please explain this discrepancy between two documents provided by BCPS to the board two weeks apart. It would be helpful to have all the columns completed from 2014-2018 for the Projected Device Savings document.

*There is not a discrepancy between the documents. The \$40.8 million from the revised March 20, 2018, Board exhibit is the actual FY18 device lease cost under the current contract. The \$51 million in the "Projected Device Savings" attachment represents the devices to be deployed in the FY19 lease expense under the original FY14 contract pricing. This illustrates the baseline against which savings are calculated.*

82. Also, in the corrected contract summary, it states "This contract will replace contract MWE-807-14", but yet MWE is an active contract for three more years. So how is it replacing MWE and not being in addition to it?

*The new contract replaces MWE-807-14 for any newly issued device leases. MWE-807-14 will remain in effect to cover the devices issued through FY2018 until their leases expire.*

83. Our current HP Lease Purchase Agreement states that interest in the devices (ownership) transfers from the lessor to the lessee at the end of the lease, assuming all lease payments have been made.

This information contradicts that shared by you and by other BCPS staff to the Board and to the public.

*BCPS will not automatically own the devices at the end of the lease's term. However, as indicated to the Board throughout this process, we have the ability to purchase the laptops at the end of the lease.*

*Section 5 of the Master Lease Purchase Agreement provides that "if the Lessee has paid all Rent and ALL OTHER AMOUNTS DUE under the Lease" then the Lessee owns the equipment. The school system has, currently, paid all "rent." However, in order to purchase the equipment the "all other amounts due" then another \$782,171 would be required. If the school system fails to pay "all other amounts due," then the devices must be returned. Please see the response to Question 17 for additional details related to a buyout option.*

84. At the Board of Education's meeting on March 6, 2018, a question was posed regarding the delivery of devices due to the Board's decision to delay the voting of contract JN1-604-18. Based on an approval date of March 20, 2018, the following schedule is proposed:

- *All contract terms and conditions are agreed upon between BCPS and Daly the week of March 26, 2018, to be finalized by Friday, March 30, 2018.*
- *Daly and HP would build and provide devices for teachers and administrators to the local Daly distribution center the week of April 16, 2018.*
- *Delivery of devices to schools for teachers and administrators begins on April 23, 2018,*
- *School staff will begin distributing devices to teachers and administrators with a targeted completion date of May 11, 2018.*
- *Year 1 lease devices will be collected from schools starting June 8, 2018.*
- *Any deviation from this schedule will further delay the delivery of devices.*