

Request for Proposal No. 057.19.B5

For

Safety and Security Assessment Services

Date	Event
Bid Advertised	March 21, 2019
Last Day for Questions	March 29, 2019
Bid Due	April 11, 2019, 2:00 PM

Introduction and Background

Howard County, Maryland is a suburban community of over 317,233 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 50 years ago by The Rouse Company. A great community deserves great schools, and HCPSS is a recognized source of local pride. HCPSS is a school system of 77 schools, elementary, middle, high, and special schools. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school. Respondents to this solicitation are encouraged to review additional information about the school system at <http://www.hcpss.org/about-us/>.

HCPSS School System Tax Identification.

Federal Tax Id: 52-6000968
Maryland Sales Tax: 30001219
Federal Excise Tax: 52-73-0257k

Human Resources - HCPSS employs approximately 8,000 full- and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

Respondents to this solicitation are encouraged to review the data contained in HCPSS's website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

SECTION I. SOLICITATION INSTRUCTIONS

1. Issuing Office. The Issuing Office shall be the sole point of contact within HCPSS for purposes of the preparation and submittal of proposals in response to this solicitation.

Ted Ludicke Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21057
Phone: (410) 313-5644
Fax: (410) 313-6789
Email: Ted_Ludicke@hcpss.org
<http://www.hcpss.org/about-us/purchasing/>

2. Questions and Inquiries. All questions and inquiries regarding this procurement shall be directed to the individual(s) referenced within the Issuing Office above. Questions shall be submitted in writing via email to Ted_Ludicke@hcpss.org. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries shall be received by the date and time as listed on the Cover and the Solicitation Schedule of this RFP.
3. Pre-Proposal Conference. A Pre-Proposal Conference will not be held in conjunction with this RFP.
4. Bid Submittal Process.
 - 4.1. Bids are to be provided to the Issuing Office in accordance with the Solicitation Schedule.
 - 4.2. Bids are to be submitted electronically in PDF, format or as indicated, on a USB Flash Drive with the RFP name and number identified clearly on the sealed packet or envelope. Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Route 108, Ellicott City, Maryland 21057, no later than the time and date specified on the bid cover sheet.
 - 4.3. LATE BIDS CANNOT BE ACCEPTED.
5. Acceptance of Terms and Conditions. By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP, including all addenda, shall be incorporated into the Contract by reference.
6. Contractual Agreement and Term. Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of HCPSS, or such other date as HCPSS and the Contractor shall agree.
7. Withdrawal of Bids. Offers may be withdrawn by written, facsimile, or electronic notice if given prior to the RFP opening time and date. Verbal requests via phone are not acceptable. No offer shall be withdrawn after the scheduled closing time for opening bids.
8. Rejection or Acceptance of Proposals. HCPSS reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of HCPSS. Further, HCPSS reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Purchasing Office not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. HCPSS reserves the right to increase or decrease the quantities of any materials, equipment, supplies or services.
9. Right to Amend, Modify or Withdraw. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard.
10. Modifications of Technical Proposal. Offerors may not modify, supplement, cure, or change proposals in any way after the due date and time unless specifically requested by HCPSS.

11. RFP Response Materials. All written materials submitted in response to this RFP become the property of HCPSS and may be appended to any formal documentation that would further define or expand the contractual relationship between HCPSS and the Contractor(s).
12. Duration of Offers. Proposals shall remain irrevocable for 120 days following the closing date of the Proposal due date. This period may be extended by mutual agreement between the Offeror and HCPSS.
13. Incurred Expenses. HCPSS is not responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.
14. Confidentiality. Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Offerors are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be considered.
15. Multiple Proposals. Offerors may not submit more than one Proposal.
16. Alternate Proposals. Offerors may not submit an alternate for this RFP.
17. Forms. This solicitation is designed for the Offeror to fill in responses where indicated. This entire solicitation document, along with any attachments indicated with the responses filled in, is to be submitted as the main part of the Offeror's proposal. The Offeror may adjust forms and insert space as needed for responses; however, the Offeror shall not alter any language provided by HCPSS in this solicitation; any such alterations will not be honored, and the Offeror will be bound by the language in the solicitation as published. Any changes to the solicitation language shall be explicitly requested.
18. Addenda Acknowledgment. Offerors shall acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement shall be included in the Technical Proposal. It is the Offeror's sole responsibility to monitor the Purchasing web site prior to submitting their RFP for any addenda, amendments, and/or changes issued.
19. Signature. The enclosed form titled "SIGNATURE SHEET" shall be completed and submitted with Offeror's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.
20. Resolution of Disputes. Bid rejection for non-responsiveness and/or non-responsibility shall be made based on criteria established in the solicitation documents.
 - 20.1. Protests shall be filed in writing to the Purchasing Office prior to the Board of Education award of the contract award. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
 - 20.2. Protests shall be addressed to Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21057, Attn: Doug Pindell, Purchasing Officer, labeled "Protest". The written protest shall include as a minimum the following:
 - 20.2.1. Name and address of the protester
 - 20.2.2. Appropriate identification of the bid
 - 20.2.3. Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - 20.2.4. Suggested remedy(ies)

SECTION 2. TERMS AND CONDITIONS

1. Contractor's/Offorer's Responsibility. Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror's misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. HCPSS will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors shall be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.
2. Contractor Responsibilities and Use of Subcontractors. HCPSS shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. HCPSS will not consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship.
3. Non-Discrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
4. Behavior of Contractor Employees/Subcontractors. HCPSS is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.
5. Tobacco Free and Alcohol/Drug Free Environment. HCPSS maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.
6. Criminal History Background Checks. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, shall provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

8. Child Sex Offender Notification.
 - 8.1. Sex Offender Requirement: 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.
 - 8.2. As a contractor working for 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.
 - 8.3. Each contractor shall screen their workforce 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 "workforce" 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.
 - 8.4. 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.
 - 8.5. 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.
9. Occupied Buildings. Work under this contract and any resulting contract or sub- contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on HCPSS's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.
10. Identification and Sign-in Procedures. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times. Contractors are required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project or they may receive a HCPSS badge allowing them to access the job site without signing in and out.
11. Ethics Regulations.
 - 11.1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with HCPSS. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.
 - 11.2. Any resulting Contract is cancelable in the event of a violation of the HCPSS Ethics Regulation policy or the Maryland Public Ethics Law by a Contractor or any HCPSS employee in connection with this procurement.
12. Taxes. HCPSS is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.

13. Multi-Agency Participation.

- 13.1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the requirements incorporated in this contract will be supplied to requesting agencies.
- 13.2. Each participating jurisdiction or agency shall enter into its own contract with the awarded Offeror(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes shall be resolved solely between the participating agency and the awarded Offeror(s).

SECTION 3. SPECIAL TERMS AND CONDITIONS

1. Agreement. Contractor shall provide to HCPSS professional services in accordance with the terms and conditions of this solicitation.
 - 1.1. The resulting Contract consists of multiple documents as follows in order of precedence:
 - 1.1.1. The Contract Form
 - 1.1.2. The Request for Proposal and all amendments to the solicitation
 - 1.1.3. Contractor's Technical Proposal and Price Proposal as accepted by HCPSS
 - 1.2. All terms and conditions of HCPSS's solicitation, and any amendments thereto, are part of this Agreement unless expressly contradicted by a term or condition of this Agreement. Proposals or suggestions of the Contractor for changes in the solicitation or the terms and conditions of the contract are not binding upon HCPSS and are not a part of this Agreement unless set forth in an amendment of the solicitation or in this Agreement and agreed to in writing by HCPSS.
2. HCPSS Program Coordinator. HCPSS will designate a staff member to act as coordinator ("Program Coordinator") between HCPSS and the Contractor. Throughout the period of the Contract, copies of all correspondence, work products, specifications, estimates and other materials prepared by the Contractor should be directed to the Program Coordinator and also to any other HCPSS personnel designated by the Program Coordinator. Direct contact or communication by the Contractor with other HCPSS offices or any other entity concerning the Contract shall be made only with the prior knowledge and concurrence of the Program Coordinator.
3. Professional Services. The Contractor shall utilize personnel named and/or otherwise identified in its submittal responding to HCPSS's solicitation unless (a) a change is requested by the Contractor and approved in writing by the Program Coordinator; or (b) a change is requested in writing by the Program Coordinator for good cause, in which case the Contractor shall make an appropriate substitution, subject to HCPSS's approval, and notify HCPSS in writing. Major changes in the Contractor's organization or personnel (other than the Contractor's Team) shall be reported to HCPSS in writing as they occur.
4. Billing and Payment.
 - 4.1. The contractor shall submit invoices to the attention of the selected Program Coordinator, Howard County Department of Education, 10910 Rt. 108, Ellicott City, MD21057.
 - 4.1.1. Invoices shall contain the following information:
 - 4.1.1.1. Purchase Order Number
 - 4.1.1.2. Description of work along with number of hours expended
 - 4.1.1.3. Total due
 - 4.2. All fees are exclusive of applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added and other taxes, tax-like charges and tax-related surcharges. HCPSS is generally exempt from such taxes, and Contractor agrees not to charge HCPSS for such taxes in accordance with applicable law. HCPSS will provide exemption certificates upon request.
 - 4.3. The HCPSS provides payments on a net 30-day basis for HCPSS approved invoices.
5. Acceptance Procedure. HCPSS will make every effort to pay the Contractor within thirty (30) days of acceptance of all deliverables associated with each invoice. Notwithstanding any other provision of this RFP, all invoices must be accompanied with documentation that details the number of hours expended and nature of work performed by Contractor's personnel and/or subcontractor staff in the performance of work under the Contract.

6. Confidential Information.

- 6.1. Contractor acknowledges and understands that HCPSS is required to protect certain Confidential Information from disclosure under applicable law, including but not limited to, the Family Educational Rights and Privacy Act ("FERPA"), the Gramm Leach Bliley Act ("GLBA"), or the Maryland Public Information Act ("PIA"), including regulations promulgated there under, as the laws and regulations may be amended from time to time (collectively the "Privacy Laws").
- 6.2. The Confidential Information that is protected under FERPA was provided to the Contractor as it is handling an institution service or function that would ordinarily be performed by HCPSS's employees. The Contractor agrees that it shall be obligated to protect the Confidential Information in its possession or control in accordance with the Privacy Laws to the same extent as HCPSS would be obligated if the Confidential Information was in the possession or control of HCPSS. The Contractor further agrees that it is subject to the requirements governing the use and re-disclosure of personally identifiable information from education records as provided in FERPA.
- 6.3. Contractor's obligations with respect to Confidential Information shall survive the expiration or the termination of this Contract.
- 6.4. Contractor acknowledges that Contractor's failure to comply fully with the restrictions placed upon use, disclosure and access to Confidential Information may cause HCPSS grievous irreparable harm and injury. Therefore, any failure to comply with the requirements of this Section shall be a material breach of this Contract.
- 6.5. Contractor agrees and acknowledges that it is not the custodian of any Confidential Information that may be in Contractor's possession or control. Contractor shall forward any request for disclosure of Confidential Information to:

Public Information Office
The Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21057

7. Relationship of The Parties. It is understood and agreed that Contractor is an independent contractor of HCPSS, and not an employee. Except as set forth in this Contract, the HCPSS will not withhold income taxes, social security or any other sums from the payments made Contractor hereunder. All employees or contractors of Contractor shall in no way be considered employees of HCPSS, but rather they shall be employees or contractors of Contractor, and Contractor shall bear full responsibility for compensating those persons and for the performance of the Services by way of them.
8. Insurance. Contractor shall maintain in full force and effect adequate insurance coverage to protect against the risks associated with the performance of Services under this Contract, as further set forth in HCPSS Insurance Requirements, or as set forth in Contractor's proposal should the coverage and limits therein exceed the required minimum levels. Contractor shall provide to the Purchasing Office a certificate of insurance including evidence of the required limits at the execution hereof, and annually thereafter.
9. Indemnification. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore, any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless HCPSS and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition, the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason. Neither party shall be liable to the other for indirect, consequential, incidental, punitive, exemplary, or special damages, or losses, including without limitation lost profits and opportunity costs.

10. Termination for Default. If the Contractor fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, HCPSS may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. HCPSS will provide Contractor a reasonable opportunity, not to exceed 10 business days, to cure the act or omission, provided such opportunity to cure does not extend the deadline for any deliverables and does not cause HCPSS further damage. All finished or unfinished work provided by the Contractor, to which HCPSS is entitled pursuant to this Contract shall become HCPSS's property. HCPSS shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and HCPSS can affirmatively collect damages.
11. Termination for Convenience. The performance of work under this Contract may be terminated by HCPSS in accordance with this clause in whole, or from time to time in part, whenever HCPSS shall determine that such termination is in the best interest of HCPSS. HCPSS will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
12. Delays and Extension of Time. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State or HCPSS, changes in law or regulation, action by government or other competent authority, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, freight embargoes, malicious or criminal acts of third parties, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
13. Liquidated Damages: Contractor acknowledges and agrees that time is of the essence as to the production and delivery of all products and/or services identified in the document. It is important that deliverables arrive on time. If delivery of products and/or services arrives after specified completion dates, the Contractor shall be liable for liquidated damages not to exceed the Contractor's quoted fees and pricing.
14. Suspension of Work. The Purchasing Office unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Purchasing Office may determine to be appropriate for the convenience of HCPSS.
15. Subcontracting and Assignment.
 - 15.1. The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of HCPSS nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of HCPSS. HCPSS shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors. Any such subcontract shall be subject to any terms and conditions that HCPSS deems necessary to protect its interests. Contractor shall remain responsible for performance of all Services under this Contract and shall be subject to liability to HCPSS for acts and omissions of subcontractors.
 - 15.2. Neither party may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Contractor may assign this Contract to any parent, subsidiary, affiliate or purchaser of all or substantially all its assets with notice to HCPSS. Contractor may designate a third party to receive payment without HCPSS's prior written consent unless in conflict with Maryland or federal law, but shall provide HCPSS with notification thereof.
16. Contract Integration and Modification. This Contract and the documents incorporated herein form the entire agreement of the parties with respect to the subject matter of this procurement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may be amended with the written consent of both parties. Amendments may not significantly change the scope of the Contract.
17. No Third-Party Beneficiaries. This Agreement is only for the benefit of the undersigned parties and their permitted successors and assigns. No one shall be deemed to be a third-party beneficiary of this Agreement.

18. Notices. Notices under this Contract will be written and will be considered effective upon personal delivery to the person addressed.
19. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment and will make them available for inspection and audit by authorized representatives of HCPSS, including the Purchasing Office or designee, at all reasonable times.
20. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.
21. Compliance with Laws. The Contractor hereby represents and warrants that:
 - 21.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - 21.2. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
 - 21.3. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
22. Multi-Year Contracts Contingent Upon Appropriations. If HCPSS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either HCPSS's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and HCPSS from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. HCPSS shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
23. Work Hours. Work performed on HCPSS premises shall be performed during HCPSS normal working hours (see HCPSS School Calendar at <http://www.hcpss.org/calendar>).

SECTION 4. SCOPE OF WORK

1. Purpose. The HCPSS Office of Safety & Security is soliciting proposals from established professional services firms to provide Safety and Security Assessment Services.
2. Requirements. Based on the Maryland Safe to Learn Act of 2018, the Office of Safety and Security is seeking professional services to performing safety and security assessments at eighty (80) facilities throughout Howard County, Maryland.
3. Project Summary
 - 3.1. Project Commencement. Work under a resulting contract shall commence on July 1, 2019
 - 3.2. Gap Analysis
 - 3.2.1. Contractor shall review and perform gap analysis on all existing assessments performed by HCPSS during the summer of 2018.
 - 3.2.2. The basis for gap analysis will be State of Texas School Safety Center 2015-16 School Safety Survey and Report (Model) (see Exhibit A)
 - 3.2.3. Contractor shall complete Gap Analysis by July 19, 2019
 - 3.2.4. Upon completion of the Gap Analysis, Contractor shall turn over results and findings to HCPSS for their record in original document format.
 - 3.3. Annual Assessment
 - 3.3.1. Contractor shall begin the HCPSS 2019-20 Annual Assessments, following the Texas Model, on July 22, 2019.
 - 3.3.2. The 2019-20 Annual Assessments shall be complete by August 16, 2019.
 - 3.3.3. Contractor shall compile and analyze the data to produce a draft report in an electronic format acceptable to HCPSS by August 21, 2019.
 - 3.3.4. HCPSS will review the draft and will notify the Contractor by August 23, 2019 of completed review.
 - 3.3.5. The Contractor shall submit the final version of the 2019-20 Annual Assessment to HCPSS by August 27, 2019
 - 3.4. Upon completion of the project, Contractor shall turn over all analysis tools, data, notes, and reports to HCPSS for their use and record. Provide all information in original document format.
4. Account Representative. Identify Account Representative(s) and any other Key People who will be assigned to the HCPSS Contract for the duration of this Contract. No changes in these assignments will be allowed without written authorization from HCPSS via contract amendment prior to such changes being made.
5. Non-Performance of Personnel. In the event that HCPSS is dissatisfied with the Contractor's personnel for not performing, the Contractor personnel may be removed at the HCPSS Program Coordinator's discretion. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the agreement. The HCPSS Program Coordinator will determine the amount of time the Contractor has to provide a replacement.

SECTION 5. EVALUATION CRITERIA

1. Transmittal Letter. A transmittal letter prepared on the Offeror's business stationery shall accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely addresses all of the requirements of this RFP. The letter shall be signed by an individual who is authorized to bind the firm to all statements, including services and financial commitments. Include the Offeror's official business address and state in which it is incorporated or organized. An appropriate contact name, title, phone number, and email address should also be provided for HCPSS's use during the procurement process.
2. Signing of Forms. A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there shall be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.
3. Technical Proposal. Offerors shall provide clear, concise, yet detailed responses to the technical criteria in the order provided below. Offerors shall demonstrate qualifications to perform the scope of work specifically for HCPSS. Offerors shall insert a page break for each section of the Proposal to separate responses to each of the technical criteria. Failure to include any of the items listed below may disqualify your firm's response. Offeror's Technical Proposal shall be submitted separate from the PRICE PROPOSAL and be clearly identified as TECHNICAL PROPOSAL.
 - 3.1. Summary of Work: Provide a comprehensive, detailed narrative describing how the Offeror plans to address the technical requirements in the order outlined in Section 4, Scope of Work.
 - 3.2. Implementation.
 - 3.2.1. Provide methodologies and best practices that demonstrate your firm's ability to perform Safety and Security Assessment Services specific for the HCPSS projects identified above.
 - 3.2.2. Provide actual project examples that demonstrate how your firm's best practices led to successful and exemplary evaluations.
 - 3.2.3. Provide "lessons learned" from projects evaluated over the course of your firm's history. Describe improvements made and how these improvements specifically will support HCPSS.
 - 3.3. Company Profile/Demonstration of Prior Work: The Offeror shall demonstrate and certify that it possesses at a minimum two (2) years of experience providing professional services as described in this document to institutions similar to HCPSS in scale, and two (2) projects of similar size and scope (see paragraph 3.5 References). This includes providing details on company history, number of employees, and number of similar contracts.
 - 3.4. Account Representative(s): Provide the name and resume of the proposed Account Representative(s) and Key Personnel (if applicable) to be assigned to HCPSS. It is preferred that the proposed Account Representative have at least three (3) years of experience overseeing requirements identified in this RFP. Provide the names of two (2) clients in which the proposed Account Representative held a similar position. Indicate other key personnel that will be assigned to HCPSS and his/her role on the contract.
 - 3.5. References: The Offeror must provide references for a minimum of two (2) contracts of similar size and scope completed, to include contact person's name and telephone number, dates of services, types of personnel supplied, and descriptions of services performed. Work performed for K-12 public school systems of similar size and scope is preferred and will be scored higher. HCPSS reserves the right to verify all information given as well as to check any other sources available, including itself, as a reference by the Offeror.
 - 3.6. Unique Qualifications: Provide a narrative to elaborate on any special/unique qualifications, expertise, and/or experiences of the Offeror and/or any member of its team, which make it uniquely capable to provide a solution to HCPSS.
 - 3.7. Signature: Complete and sign the RFP Signature Sheet (Attachment C)
 - 3.8. Acknowledge: Compliance with HCPSS Insurance Requirements (Attachment D).
 - 3.9. Acknowledge: Compliance with HCPSS Client Data Privacy (Attachment E).

- 3.10. Acknowledge receipt of Addenda Form: If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (Attachment F) shall be completed, signed, and included in the Offeror's Proposal.
- 3.11. Proposal Affidavit: Complete and sign the Proposal Affidavit (Attachment G) and enclose with the Technical Proposal.
- 3.12. Acknowledge Review of Contract: The HCPSS Contract for this procurement will contain the provisions in all Terms and Conditions, Attachments, Addenda, presentation and discussion materials as well as any additional terms required by HCPSS. By submitting a Proposal, the Offeror warrants that they have reviewed the Agreement for Professional Services (Attachment H) and will execute a contract with these terms and conditions after award by the Board of Education. For accounting purposes only HCPSS will issue a purchase order to the awarded firm.

SECTION 6. EVALUATION PROCESS

1. Evaluation.

- 1.1. Following evaluation of the Proposals the Evaluation Committee will make an initial overall ranking of the Proposals and recommend to the Purchasing Office the award of the contract(s) to the Offeror whose Proposal(s) is (are) determined to be the most advantageous to HCPSS. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in HCPSS's best interest and when permitted by law. The decision of the award(s) of the Contract will be made at the discretion of the Purchasing Office and will depend on the facts and circumstances of the procurement.
- 1.2. Following the Purchasing Office's qualifying review and approval, the decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Proposals represent.

2. Shortlisting. A shortlist may be developed based on the Evaluation results.

3. Oral Presentations/Discussion Sessions.

- 3.1. Purpose: Based on the Evaluation Committee's initial Evaluation, HCPSS may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion session ("Discussion Session"). The purposes of the Discussion Session are as follows:
 - 3.1.1. To provide the Offeror the opportunity to demonstrate its experience.
 - 3.1.2. To discuss/clarify any and all aspects of the Technical Proposal, in particular approach/methodologies, implementation process, cost model options, schedule, staffing of the contract, and ongoing support of the Project and other applicable professional services;
 - 3.1.3. To allow HCPSS to meet the Offeror's key personnel and for these personnel to convey directly their experience and expertise; and,
 - 3.1.4. To provide an opportunity to clarify the scope of services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification.
- 3.2. Format: The Discussion Session will be informal, as HCPSS is not interested in a sales presentation by executives and business development staff; rather, HCPSS is requesting an interactive discussion with each of the shortlisted Offerors and the experienced personnel submitted in their proposals. It is important that those key personnel who are proposed to be assigned to HCPSS fully participate in the presentation and discussion. These individuals may be asked to demonstrate their technical skills so HCPSS can evaluate their knowledge and expertise for the specific position they will fill. Ample time will be available for the HCPSS and the Offeror to ask questions and discuss issues and concerns related to the Project, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 90 to 120 minutes in length.
- 3.3. Information presented or discussed in the Discussion Session may supersede information provided in the initial offer.
- 3.4. Following the Discussion Session, additional follow-up and/or clarification documentation may be requested of each Offeror.
- 3.5. Date: The times and dates for the Discussion Session(s) will be set upon completion of the Initial Evaluation. Offerors are advised to set these dates aside in their entirety on the calendars of key personnel identified in their offer.
- 3.6. Location: The discussion may be onsite at HCPSS, via telephone, or via web conferencing.

SECTION 7. PRICE PROPOSAL

1. Price Proposal. Offeror shall respond with pricing for proposed Services to meet the requirements identified in this RFP and those proposed in its Technical Proposal. HCPSS requests that Offerors provide the following:
 - 1.1. Offeror shall provide hourly billing rates for services based on the Offeror's understanding of the requirements detailed in Section 4, Scope of Work. Billing rates offered shall be inclusive of all overhead, profit, travel, accommodations, administrative fees, and direct and indirect costs and shall represent onsite staff work within Howard County, MD. HCPSS will not recognize or accept any separate or additional charges or fees to perform the services identified in this RFP.

Offeror's Price Proposal shall be submitted separate from the Technical Proposal and clearly identified as PRICE PROPOSAL.

2. Best and Final Offers. Best and Final Offers, as determined by the Purchasing Office, may be requested at this time.
3. Negotiations: HCPSS may select for award one (1) or more Offeror(s) to negotiate the terms and conditions of the Contract. HCPSS reserves the right to make an award with or without negotiation.
4. Basis for Award: Technical merit may have a greater weight than cost in the final ranking. Award(s) may be made to the Offeror(s) with a higher technical ranking even if its Price Proposal is not the lowest. The Purchasing Office retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of HCPSS as set forth in the RFP.

Attachments and Forms (Check List)

Attachment A	Signature Sheet	
Attachment B	Insurance Requirements	
Attachment C	Client Data Privacy	
Attachment D	Acknowledgement of Receipt of Addenda Form	
Attachment E	Bid/Proposal Affidavit	
Attachment F	Agreement for Professional Services	

ATTACHMENT A

Signature Sheet

A. Proposer's Certification

I/we hereby propose to furnish and deliver supplies and or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or Lumber and is in all respects fair and without collusion or fraud.

I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.

I/we certify that this bid is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived and agreed, directly or indirectly, with any Proposer or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other Proposer, or to fix any overhead, profit or cost element of said bid price, or that of any Proposer, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

I hereby certify that I am authorized to sign for the Proposer.

B. Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

(company name)

(street address)

(city, state and zip)

(company telephone number)

(name of person authorized to sign bid)

(title of authorized representative)

(signature of authorized representative)

(Date)

(e-mail of authorized representative)

(telephone number of representative)

ATTACHMENT B

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, shall so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages shall be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages shall be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers shall also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage shall be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

3 - Commercial General or Other Required Liability Insurance - "Claims Made "Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor shall comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

ATTACHMENT C

Client Data Privacy

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 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. **Definition of "CLIENT Data"**: CLIENT Data include all Personally Identifiable Information (PII) and other non-public information. CLIENT Data include, but are not limited to, student data, metadata, and user content.
- B. **Data Collection and Use**: ENTITY will collect and use CLIENT Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.
- C. **Education Records**: If ENTITY will have access to "education records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the ENTITY 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. ENTITY 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 gross negligence or willful misconduct by ENTITY, its agents and employees concerning its FERPA obligations under this section.
- D. **Obligation of Confidentiality**: In performing services under this Agreement, ENTITY and CLIENT may be exposed to and will be required to use certain "Confidential Information", as defined below. ENTITY and CLIENT along with their employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for purposes other than the purposes outlined in this Agreement.
- E. **Definition of Confidential Information**: "Confidential Information" means information, not generally known, and proprietary to the ENTITY or CLIENT or to a third party for whom the ENTITY or CLIENT is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the ENTITY or CLIENT. Confidential Information includes all information which ENTITY or CLIENT acquires or becomes acquainted with during the period of this Agreement, whether developed by ENTITY, CLIENT or others, which ENTITY or CLIENT has a reasonable basis to believe to be Confidential, such as data that is personally identifiable to an individual student and information within the definition of "Education Record." The parties agree that the following will be treated as "Confidential Information": (i) all database information ("Data") provided by or on behalf of CLIENT to ENTITY; (ii) all information provided by ENTITY to CLIENT pertaining to the Services; (iii) all information which is labeled as such in writing and prominently marked as "Confidential," "Proprietary" or words of similar meaning by either party; or (iv) business information of a party which a reasonable person would understand under the circumstances to be confidential.
- F. **Maintenance of Confidentiality**: Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to ENTITY, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. The parties agree to use Confidential Information only for the purpose of performance of this Agreement and to make no copies except as necessary for performance of this Agreement. Any such confidential information and copies thereof made by a party, or any representative of a party, shall be completely and promptly destroyed at the conclusion of contract performance subject to paragraph F.1 below.
 - 1. Upon termination or completion of the Services hereunder, upon request of CLIENT, ENTITY will delete the CLIENT's Confidential Information as housed in the ENTITY production database(s), provided that ENTITY may maintain archival copies for audit purposes and dispute resolution purposes and ENTITY may retain copies of Confidential Information on back-up media in which such Data is co-resident with other employment and income data. ENTITY shall remain under its contractual obligation of confidentiality and security to CLIENT and such obligations shall survive

termination of the Agreement. This Section shall survive the termination of this Agreement.

- G. **Data De-Identification:** ENTITY 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, ENTITY agrees not to attempt to re-identify de-identified Data.
- H. **Data Mining, Marketing and Advertising:** Except as indicated in Section G above, ENTITY 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.**
- I. **Modification of Terms of Service:** ENTITY 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 ENTITY. 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.
- J. **Data Sharing:** ENTITY 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 ENTITY, without prior specific and informed written consent of the CLIENT, except as required by law.
- K. **Data Storage:** CLIENT Data will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- L. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the ENTITY has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the ENTITY's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. ENTITY will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the ENTITY may have transferred Data, are destroyed.
- M. **Rights and License in and to Data:** 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 ENTITY (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 ENTITY 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 ENTITY any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade Data.
- N. **Access:** Except as otherwise expressly prohibited by law, the ENTITY 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 ENTITY seeking CLIENT Data. If the CLIENT receives a similar request, the ENTITY will promptly supply the CLIENT with copies of records or information required by the CLIENT to respond.
- O. **Security Controls and Risk Management:** ENTITY 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 PII and Confidential Information; 2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; 3) protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of PII and Confidential Information in a secure manner.
 - 1. To comply with the safeguard obligations generally described above, ENTITY 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 Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, 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. ENTITY will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. ENTITY 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.
- P. **Data Breaches:** ENTITY shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after ENTITY has either actual or constructive knowledge of a breach which affects CLIENT's Data (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. ENTITY shall have actual or constructive knowledge of an Incident if ENTITY actually knows there has been an Incident or if ENTITY 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. ENTITY 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. ENTITY shall promptly take appropriate action to mitigate such risk or potential problem at ENTITY's expense. In the event of an Incident, ENTITY 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.
- Q. **Employee and Subcontractor Qualifications:** ENTITY 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.
- R. **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. ENTITY will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." ENTITY agrees to be bound as an "operator" under the law regardless of the ENTITY's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- S. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the ENTITY 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).
- T. **Monitoring:** The ENTITY agrees to allow the HCPSS the ability to audit the ENTITY's use of HCPSS data to ensure compliance with the terms of this agreement.
- U. **Indemnification:** ENTITY agrees to indemnify and hold harmless HCPSS, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, in connection with or arising out of the acts or omissions of either Party or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement, including those set forth in paragraph R above. The indemnities set forth herein will survive the expiration or termination of this Agreement.

HCPSS agrees to indemnify and hold harmless ENTITY, and its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages, and expenses of any kind, nature, or character, including costs and attorney fees, arising out of or relating to any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature, or character, arising out of the intentional or malicious acts of HCPSS or its employees, subcontractors, or agents under this Agreement. This provision expressly applies to, but is not limited in application to, matters and circumstances involving or implicating the unauthorized use of any trade secrets, or United States patent or copyright infringement or any liability resulting from the unauthorized disclosure of PII or Confidential Information or a breach of the obligations contained in this Data Sharing Agreement. The indemnities set forth herein will survive the expiration or termination of this Agreement.

ATTACHMENT D

Acknowledgement of Receipt Of Addenda Form

BID/RFP NO. _____

FOR _____

DUE DATE: _____

NAME OF COMPANY:

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges the receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature

Printed Name

Title

ATTACHMENT E

BID/PROPOSAL AFFIDAVIT

Date: _____

ACKNOWLEDGEMENT OF MBE AFFIRMATION ACTION REQUIREMENTS

The undersigned acknowledges that this project has a goal of actively attempting to achieve a minimum of twenty-five percent (25%) of the value of this contract for all materials, supplies, equipment and services directly or indirectly from Minority Business Enterprises. The undersigned shall complete the "Minority Business Enterprises Utilization Affidavit" and other related requirements in accordance with the bid specifications.

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. **I am the _____ (officer) and duly authorized representative of the firm named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, employees, agents, or employees of agents who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm and the sentence or disposition of the charge.

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of penalties that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and with full authority by the bidder named below.

(Witness)

(Signed)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 1999.

NOTARY PUBLIC

My Commission Expires:

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's # _____

We are/I am licensed to do business in the State of Maryland as a:

Corporation Partnership Individual Other



STANDARD CONTRACT

Attachment F AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT # _____

THIS AGREEMENT is entered into this ____ day of _____ 2018, by and between the Board of Education of Howard County (hereinafter referred to as the "Board") and _____, (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the Consultant submitted a proposal to RFP # issued by the Board and has been selected to perform ____ (scope) _____ services in accordance with the terms and conditions expressed in the RFP;

WHEREAS, the Board desires the Consultant to perform certain work and services, on the terms and conditions herein set forth and the Consultant is ready, willing, and able to perform such work and services; and

WHEREAS, this Agreement shall be administered by the Project Manager or such other persons designated by The Board of Education; and

NOW, THEREFORE, in consideration of the premises contained herein and the promises each to the other made, the parties hereby agree as follows:

ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by the Consultant shall be in accordance with the following documents:

RFP # _____
Proposal Response per dated _____.

ARTICLE II - TERMS AND CONDITIONS

Consultant agrees to perform the work and services required under this Agreement in accordance with RFP # _____ whose general terms, conditions and specifications and General Provisions for Professional Services are incorporated herein by reference.

ARTICLE III - TERM OF AGREEMENT

The term of agreement shall begin on the date indicated above and continue for a period of one year commencing on _____ and terminating _____. The agreement may be extended an additional four (4) one year periods subject to funding.

ARTICLE IV - PAYMENTS AND SCHEDULE OF PAYMENTS

(1) The Consultant shall receive his full compensation for all work and services performed according to conditions outlined in the solicitation.

(2) Payment shall be made in three installments upon submission of an invoice.

ARTICLE V - INSURANCE

The Consultant agrees to and has complied with the insurance requirements set forth in the RFP.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above-written.

WITNESS:

BOARD OF EDUCATION OF HOWARD
COUNTY

By: _____(SEAL)
Mavis Ellis, Chair
Board of Education of Howard County

APPROVED:

By: _____(SEAL)
Michael J. Martirano, Superintendent Howard
County Public School System

WITNESS:

By: _____
Signature

Typed Title

Company Name

Address

City, State Zip

Telephone Fax

TEXAS SCHOOL SAFETY PRACTICES SURVEY 2015-2016

A report published by the:
TEXAS SCHOOL SAFETY CENTER
TEXAS STATE UNIVERSITY





Texas School Safety Practices Survey
2015-2016

Joseph M. McKenna
Theodore S. Lentz
Katherine Gower
Texas School Safety Center
Texas State University



Texas School Safety Center, Texas State University

Kathy Martinez-Prather, Director

Joseph M. McKenna, Associate Director for Research and Evaluation

Curtis Clay, Associate Director for School Safety Education

The **Texas School Safety Center** (TxSSC) is an official university-level research center at Texas State University, a member of the Texas State University System. The TxSSC is tasked in Chapter 37 of the Texas Education Code and the Governor's Homeland Security Strategic Plan to serve as a clearinghouse for the dissemination of safety and security information, including research, training, and technical assistance for K-12 schools and junior colleges throughout the state of Texas. In addition, the TxSSC also builds partnerships among youth, adults, schools, law enforcement officers, and community stakeholders to reduce the impact of tobacco on all Texans through prevention, training and enforcement initiatives.

Mission

The Texas School Safety Center serves schools and communities to create safe, secure, and healthy environments.

Vision

The Texas School Safety Center envisions a world where all schools and communities are safe, secure, and healthy.

Suggested Citation

McKenna, J.M., Lentz, T.S., & Gower, K.F. (2016). *Texas School Safety Practices Survey: 2015-2016*. Texas School Safety Center, Texas State University. San Marcos, TX.

Acknowledgments

A special thanks to Alyssa Welch and Martin Esqueda for assisting with survey administration and production of this report. Also, a thanks go to those who pilot tested an earlier version of the survey and provided valuable comments for improvement as well as those administrators, teachers, and law enforcement officers who participated in this study.

Contact at Texas School Safety Center

Joseph M. McKenna

Associate Director for Research and Evaluation

512-245-1938

Jmm272@txstate.edu

TEXAS  **STATE**[®]
TEXAS SCHOOL SAFETY CENTER

BOARD OF REGENTS

Texas State University System

Jaime R. Garza

Chairman
San Antonio

Rossanna Salazar

Vice Chairman
Austin

Charles Amato

Regent
San Antonio

Veronica Muzquiz Edwards

Regent
San Antonio

David Montagne

Regent
Beaumont

Vernon Reaser III

Regent
Bellaire

William F. Scott

Regent
Nederland

Alan L. Tinsley

Regent
Madisonville

Donna N. Williams

Regent
Arlington

Spencer Copeland

Student Regent
Huntsville

Brian McCall

Chancellor
Austin

ADVISORY BOARD

Texas School Safety Center

James R. Pendell, Chair

Board of Trustees
Clint ISD

Barbara Ann Beto

Texas Parent Teacher Association

Kirk Cole

Department of State Health Services

Mike Cox

Member at Large

Dr. Dawn DuBose Randle

Primary School Administrator
Houston ISD

Garry E. Eoff

Teacher
Brownwood ISD

Judge Daniel F. Gilliam

Juvenile Court Judge

Evan Gonzales

Member at Large

Cpl. Dan Griffith

School-Based Law Enforcement
Pflugerville Police Department

Robert Martinez

Office of the Attorney General

Dr. Carl Montoya

Superintendent
Judson ISD

Adelaida Olivares

Secondary School Administrator

Candace Stoltz

Texas Education Agency

EXECUTIVE SUMMARY

Purpose

The purpose of this study was to examine the types of safety practices currently being used by schools across the state of Texas. A practice refers to an action that applies a theory about school safety. For example, surveillance by CCTV cameras would be a “practice,” applying the theory that students under supervision are less likely to act inappropriately than students who are not being supervised. Other practices might include monitoring school entrances, or ensuring maintenance and cleanliness in the school environment. By collecting information about these practices, the Texas School Safety Center (TxSSC) seeks to develop a more translational approach to school safety research and practice in support of its mission to create safe, secure, and healthy school environments.

Methods

The TxSSC developed a survey to assess the prevalence of various school safety practices, with questions on topics such as access control, supervision, and documentation of student misconduct. The physical, social, and cultural environments were also considered. All schools in Texas were stratified by community type – such as urban, central city suburban, or rural – and selected according to a proportionate sampling design to enhance representativeness of results.

The survey was delivered online using *Snap Survey* software. Three versions of the survey were provided to each school: one to be completed by the school principal (or designee), another to be completed by a teacher, and another to be completed by a law enforcement officer that worked in the school, if applicable. A total of 487 administrators, 273 teachers, and 118 law enforcement officers responded to the survey.

Findings

- Administrators reported using practices relating to access control, such as screening visitors (90.6 percent) and locking doors (96.1 percent). Practices relating to monitoring, such as CCTV cameras and hall passes, were reported less frequently (87.7 percent and 49.7 percent, respectively).
- The majority of administrators (93.8 percent) reported that metal detectors were “never” used in their schools.
- Law enforcement officers reported conducting personal searches on students more often with probable cause (81.4 percent) than without (71.2 percent).
- Teachers reported that “most” or “all” teachers at their school are assigned to monitor areas outside of their classroom during passing period (19.8 percent and 54.9 percent, respectively).
- Teachers tended to “strongly agree” that their school effectively taught students how to resolve conflicts, helped students with problems at home or other students, communicated behavior expectations, and used best practices to guide their responses to student misbehavior.
- Teachers often reported that suspension was used “all of the time” (33.3 percent) or “most of the time” (17.6 percent) for first time violations of alcohol or drug use policies.
- Law enforcement officers displayed contrasting opinions regarding consistent application of school discipline, with 20.3 percent indicating that they “strongly agree” that discipline is consistently applied at their school, and 27.1 percent indicating that they “strongly disagree.”

Conclusion

Overall, it appears that practices relating to access control, monitoring, and school climate are generally used in Texas schools. While some disagreement exists for some practices, most respondents to this survey tended to agree with their colleagues in other schools. Results from this survey are useful for identifying some of the most common practices used in Texas schools and to identify practices that may be worthy of further investigation. With a move towards evidence-based practices, it will be advantageous to conduct further research on these more commonly used practices.

TABLE OF CONTENTS

Section	Page
Introduction.....	1
Methodology.....	3
Target population.....	3
Sampling design.....	3
Study design.....	3
Survey system.....	4
Measures.....	4
Survey procedures.....	9
Results.....	10
Administrator survey.....	11
Teacher survey.....	15
Law enforcement survey.....	10
Conclusion.....	21
References.....	22

LIST OF TABLES

Table	Page
1. Final sample size.....	4
2. Questions about access control.....	5
3. Questions about supervision.....	6
4. Questions about incident documentation.....	7
5. Questions about the physical environment.....	7
6. Questions about social and cultural environment.....	8
7. Questions about other practices.....	9
8. Number of responses by method of contact.....	10
9. Staff assigned to monitor school buildings (%).....	13
10. Tracking practices (%).....	14

LIST OF FIGURES

Figure	Page
1. Differentiating practices from theories and products.....	1
2. Representation among different community types.....	10
3. Monitoring of CCTV cameras.....	11
4. Use of metal detectors.....	11
5. Screening practices.....	12
6. Students allowed to leave school grounds during school hours.....	12
7. Likelihood of hall passes being checked.....	12
8. Crowded hallways/lunchroom.....	13
9. Length of time monitoring before school.....	13
10. Length of time monitoring after school.....	13
11. Law enforcement presence.....	14
12. Frequency of law enforcement presence.....	14
13. Presence of non-commissioned security officers.....	15
14. Structured environment and monitored areas.....	15
15. Well-cared for schools.....	15
16. Hallway behavior.....	16
17. Students taught to not open doors.....	16
18. Student guidance.....	17
19. Use of suspension as discipline.....	17
20. Disciplinary practices.....	18
21. Locker searches.....	18
22. Personal searches.....	18
23. Visit student hangouts.....	18
24. Consistency in discipline and enforcement.....	19
25. Student instruction and guidance.....	19

INTRODUCTION

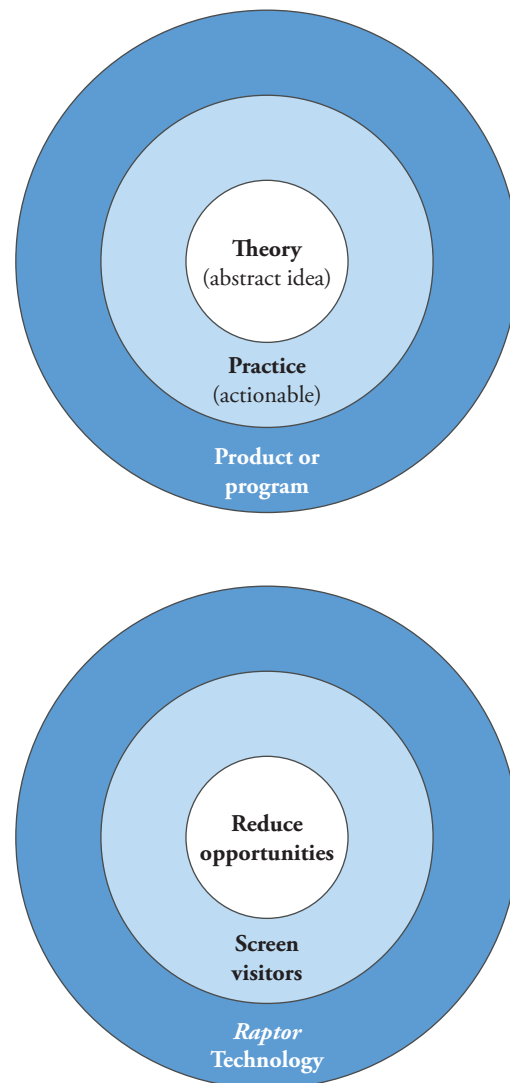
The concept of school safety encompasses a wide range of topics such as violence prevention, emergency management, and digital safety. While each of these topics has been subject to a fair amount of research, the concept of school safety, as a whole, lacks a guiding theoretical framework (Astor et al., 2010; Mayer & Furlong, 2010), and relatively little is known about the actual practices schools employ to maintain safety. The purpose of this study was to identify the practices being used by Texas public schools to promote safety. The results inform the basis for future targeted and transferable research on school safety.

Astor et al. (2010) suggests that the field is in need of a translational approach to school safety, where large-scale approaches can be adapted and applied to schools at the local level, and vice versa. Focusing on school safety practices is one way of examining large-scale approaches, while still allowing for flexibility in implementation. A practice refers to an action that applies a specific theory about school safety. Whereas a theory is an abstract idea that explains relationships between phenomena, a practice demonstrates how the theory is applied. Practices should be distinguished from products and programs, which can be used to implement specific practices that embody certain theoretical approaches, but are not always necessary to ensure the practice is implemented (see Figure 1). Since practices can exist on their own, with or without the use of products and programs, they are more likely to support a translational approach that allows for flexibility in practical implementation. Therefore, this study defines a practice as something that is actionable, and can come in a variety of forms that seek a certain outcome.

For example, reducing opportunities for crime is part of one theoretical framework for preventing violence. Many schools aim to achieve the goal of violence prevention through the practice of screening visitors before admitting them into the school – thus reducing the opportunity for

violence or disruption that might result from unwanted visitors. Some schools use a product called *Raptor* to ensure that each person entering the school is not a registered sex offender, while some may use other ways to screen visitors. In this example (see Figure 1), *Raptor* is a product used to screen visitors, which reduces opportunities for violence. As demonstrated in Figure 1, the theory (abstract idea) in this example is to reduce opportunities for violence, screening visitors is the practice (action) derived from this theory, and *Raptor* is the product used to implement the practice.

Figure 1. Differentiating practices from theories and products.



Ideally, schools will be able to match their needs and circumstances with research-based practices to choose appropriate methods to address specific concerns. Products and programs that seek to carry out a specific practice may vary among schools depending on a number of factors; practices, however, are portable and can be studied in a variety of contexts. For instance, screening visitors can be done by using *Raptor* as in the example above, or it can be achieved by simply keeping the front door locked and only letting those visitors in when a staff member physically opens the door for them. Practices, as opposed to programs and products, have traits which make them more amenable to examination through a translational approach because they can be studied in a variety of contexts. This allows practitioners in a variety of school types and circumstances to use information gained about the practice to determine if it is appropriate to address their specific concerns.

METHODOLOGY

Target Population

A complete list of active Texas public schools was obtained from the Texas Education Agency and used as the sampling frame. This list of 6,839 schools (including elementary, middle and high schools) is updated at least annually by the Texas Education Agency, and was supplemented with updated contact information that was accessible to the Texas School Safety Center. The list included all district and campus contact information for all public schools in Texas. School enrollment and community type information were merged with the school list from an additional, publicly available dataset.

Of all the 6,839 schools in Texas, 1,097 were classified as “Major Urban,” 1,795 as “Major Suburban,” 1,043 as “Other Central City,” 1,016 as “Other Central City Suburban,” 639 as “Non-metropolitan Stable,” 79 as “Non-metropolitan Fast-Growing,” 807 as “Rural,” and 363 as “Independent Town.” These classifications are determined at the district level. Each campus is therefore given the classification of its corresponding district.

Enrollment for all schools in Texas exceeded 4.66 million students as of October 2014 when these enrollment data were collected. The average school enrollment reported at this time was roughly 681 students per school campus.

Sampling Design

A survey of all Texas schools was not feasible and likely would not have produced more reliable results than a sample of Texas schools. Therefore, this study used a stratified, proportionate sampling design to select a sample of schools to participate in the study. Schools were first stratified according to community type (listed above). Then, a random sample of schools from each community type was drawn using Microsoft Excel. All inactive schools, charter schools, and other special cases were removed from the list before selecting the sample. The original sample sizes for each community type

reflected the proportion of all schools characterized by each community type. This original sample size consisted of the total number of school campuses needed to generalize results from the study to the population of all school campuses across the entire state. Due to expectations of low participation rates inherent in online surveys, schools were oversampled in hopes of achieving the desired, original sample size. For this study, the following equation was used to calculate the final sample size, in order for results to generalize estimates within a range of $\pm 3\%$ with 95% confidence, assuming a 30 percent response rate:

$$n = \frac{(N * p * q)}{\left\{ (N - 1) * \left(\frac{MoE}{z} \right)^2 + (p * q) \right\}} / r$$

n = oversample size

N = total target population

p = proportion being tested

q = 1 - p

MoE = desired margin of sampling error

z = desired level of confidence critical value

r = estimated response rate as a proportion

Using Equation 1 above, the required sample sizes are shown in Table 1. A total of 3,077 schools were therefore sampled and asked to participate in the study. From each community type, a proportionate number of schools were sampled to represent all schools in the state.

Study Design

Although other methods were possible (e.g., interviews, observation), a survey questionnaire was determined to be the most practical way to address the objective of the study. This allowed a large number of observations to be made without the resources needed to conduct interviews or make direct observations of school safety practices. However, survey designs require effort to be successful. Tailoring the survey to respondents is crucial to achieve an adequate response rate and high quality data. Social exchange theory suggests

Table 1. Final sample size.

Community type	Total schools in Texas (N)	Total schools in Texas (N)	Final sample size (n)
Independent town	363	49	163
Major suburban	1,795	242	808
Major urban	1,097	148	494
Non-metropolitan fast growing	79	11	36
Non-metropolitan stable	639	86	288
Other central city	1,043	141	469
Other central city suburban	1,016	137	457
Rural	807	109	363
Total	6,839	923	3,077

that respondents would be more likely to comply with a request if they truly believed that the rewards for compliance will exceed the costs. Applying social exchange requires a surveyor to decrease these costs, increase potential benefits, and establish rapport with respondents. The elements of reciprocity are also related, and were thus integrated into the presentation and administration (Dillman et al., 2014; Groves et al., 1992). This survey utilized research-supported techniques to reduce reluctance to participate and increase the quality of responses to an online questionnaire.

According to survey research, advance letters have been shown to substantially increase response rates in various survey designs (Crawford et al., 2004; De Leeuw et al., 2007; Kaplowitz et al., 2004; Smyth et al., 2010). More specifically, mailed advance letters were found to significantly increase web response rates and demographic representativeness (Dykema et al., 2012). With this in mind a mailed letter was used to initiate contact with schools for this survey. Several considerations were made in sending the letters, such as including a handwritten signature and addressing the respondent by name, to improve response rates.

Survey System

Snap Survey was used to create, administer, and

collect answers to survey questions. The survey creation process using this software had flexible features such as routing/skip patterns, dynamic text options, rotation and randomization of questions and answers, forced answers, and custom formatting. *Snap Survey* was installed on a local server to ensure confidentiality, and responses were then downloaded in spreadsheet format for analysis.

Measures

The purpose of this study was to measure the prevalence of school safety practices. The survey asked questions relating to access control, supervision, and documentation of student misconduct.¹ The physical, social, and cultural environments were also included.² Practices generally fell into one or more of these conceptual frameworks. Aligned with routine activity theory (Cohen & Felson, 1979), many of these practices sought to reduce the likelihood that motivated offenders would come in contact with suitable targets when a capable guardian is not present. The questions in this survey were designed to measure different strategies used by schools to promote safety.

Practices that seek to control access to school buildings can come in a variety of forms. For example, schools may require visitors to sign in at the main

¹ These practices come from crime prevention research.

² These practices come from school climate research.

office immediately upon entering the building. This practice increases the effort and risk of unwanted individuals who must speak with administrators and be cleared before entering the school. Other practices measured in this survey include the use of metal detectors, screening visitors, locking and monitoring entrance doors, and prohibiting students from leaving the building. All of these questions were asked of administrators (Table 2) who should have knowledge of these practices.

The first section contained items designed to measure supervision practices. Supervision is a crucial factor in reducing opportunities for delinquent behavior. In the context of routine activities theory (Cohen & Felson, 1979) capable guardians have a strong influence on the commission of a crime. The school setting is often conscious of the role supervision plays in guardianship, but may use different practices or applications. Measures of supervision include the use of CCTVs, patrolling places at specific times, requiring hall passes, utilizing class scheduling to reduce crowdedness and length of time where offenders meet targets, and decreasing the number of unsupervised times and areas. Special emphasis is placed on times when students are likely to engage in deviant behavior. Research has shown that juveniles are more frequently victimized at school around 8:00 AM, around noontime, and immediately after

school on school days (Sickmund & Puzzanchera, 2014). Questions related to this topic were asked of all respondents, but specific to the role of the respondent (see Table 3).

The second section focused on the documentation of student misconduct. Detailed documentation of student misconduct could be useful for schools to identify problems in the school. Crime analysts study crime and disorder to assist in criminal apprehension, crime prevention and reduction, and evaluation (Boba, 2009). Similarly, schools could study incident information to assist in preventing misconduct and evaluating safety practices. Collecting detailed information is necessary for schools to use this approach. Principals will most likely know if such documentation is used (Table 4) and were therefore asked questions of this nature.

The following section examined safety in relation to the physical environment. The physical environment is an important backcloth to safety. The visual appearance and configuration of space play active roles in enhancing or eroding safety (Newman, 1972). For example, narrow hallways that cause congestion while students are changing classes can have the following effects:

Table 2. Questions about access control.

Practice	Question (Administrator version only)
Use of metal detectors	Are metal detectors ever used at your school to check students, adults, or visitors for weapons? During regular school days, how often are metal detectors typically used at your school to check students, adults, or visitors for weapons?
Reduce number of entry points	How many entry points do visitors have to enter your school building?
Require visitor sign in	How often, if ever, do visitors of your school sign in at the main office?
Screen visitors	How often, if ever, does your school screen visitors in some formal way before they are allowed to enter the school?
Lock or monitor entrance doors	How often, if ever, would you say that all building entrance doors are kept locked or monitored by an adult during the school day?
Permit students to leave	How often, if ever, are students permitted to leave school grounds during school hours at your campus?

Table 3. Questions about supervision.

Panel 1. Administrator Practice	Question
Monitor hallways	Does your school ever assign one or more people to monitor the hallways during class time?
Require hall passes	Are students required to have a hall pass if they are in the halls during class time?
Reduce unstructured time	How frequently are students typically given unstructured time, such as recess, lunch, or study hall?
Supervise outside before school	Does your school assign one or more staff to monitor the exterior of the building before school starts? Roughly how long before school starts does someone start monitoring the exterior of the building?
Supervise outside during lunch	Does your school assign one or more staff to monitor the exterior of the building during lunch periods?
Supervise outside after school	Does your school assign one or more staff to monitor the exterior of the building after school? Roughly how long after school ends does someone stay around to monitor the exterior of the school?
Panel 2. Teacher Practice	Question
Assign space (territoriality)	Other than their own classroom, how many teachers, if any, are assigned to other areas in the school where they are expected to monitor?
Reduce unsupervised areas	Are there any places in your school that are not monitored at all? Where in the school are these places that are not monitored at all? (For example: in an unused classroom next to the lunchroom)
Encourage movement, reduce student congregating	To what degree do adults at your school tend to encourage student movement or allow groups to stop and socialization in the halls?
Panel 3. LE Officer Practice	Question
Visit student hangouts off-campus	How often do you or other law enforcement visit student hangouts that are close to the school, but not on school grounds?
Monitor inside the school	How often do you or other law enforcement monitor inside the school?
Monitor outside the school	How often do you or other law enforcement monitor outside on school grounds?

1. Adults are less able to supervise students because it is difficult to see.
2. Potential targets are brought into close contact with potential offenders more frequently.
3. Students may become provoked and/or frustrated and become offenders or targets.

This example shows how a simple design characteristic can affect opportunities for

misbehavior. Physical environment practices that are measured include strategic class scheduling and maintaining positive appearance. These questions were asked of principals and teachers (Table 5).

Lastly, practices that relate to the social and cultural environments have been extensively studied as they relate explicitly to school climate research (for a review of this literature, see Thapa et al., 2013). Questions from other surveys relating to social and cultural measures have been identified that load

strongly on school climate factors (Bradshaw et al., 2014; California Department of Education, 2014a; California Department of Education, 2014b; Zullig et al., 2010). Those factors associated with safety practices were incorporated in the survey. These included feelings of student connectedness, positive teacher-student relationships, conflict resolution skill-building, rule enforcement, fair disciplinary procedures, substance abuse prevention, and other social/emotional skills. These questions

were primarily asked of teachers and school-based law enforcement who are in direct contact with many students throughout the day (Table 6). Other practices asked of administrators and law enforcement officers are included in Table 7.

The survey was first pilot tested by nine respondents (3 administrators, 3 teachers, 3 law enforcement officers). The goal of the pilot was to ensure that question wording, response categories,

Table 4. Questions about incident documentation.

Practice	Question (Administrator version only)
Record bus incidents	Does your school record incidents of student misbehavior that occur on the bus or while being transported in a district vehicle?
Record incident times	Does your school record specific times that incidents of student misbehavior occur?
Record incident locations	Does your school record specific locations where incidents of student misbehavior occur?
Record minor truancy incidents	Does your school keep a record of students who leave school without permission every now and then during the day, but are not considered truant?

Table 5. Questions about the physical environment.

Panel 1. Administrator Practice	Question
Strategic scheduling to reduce congestion	During “passing period,” are all students changing classes at the same time?
Reduce length of passing period	About how many minutes is a typical “passing period” when students change classes?
Reduce crowded transitions	How crowded, if at all, would you describe: Hallways during class Hallways when students go to and from lunch Lunchroom during lunch
Panel 2. Teacher Practice	Question
Ensure maintenance and cleanliness of physical environment	To what extent would you agree or disagree that your school is well cared for?
Reduce crowding in halls	How crowded or not crowded would you describe the hallways during “passing period” when students transition to another classroom?
Use lanes to control hallway movement	Does your school have designated lanes in the hallways? How strictly, if at all, does your school enforce lanes in the hallways?
Physical design increases ability to supervise	How many hallways in your school, if any, are difficult to monitor specifically because of physical features, such as location, odd corners, large objects blocking view, lighting, etc.?

Table 6. Questions about social and cultural environment.

Panel 1. Teacher version	Question
Create positive teacher-student relationship	How much would you agree or disagree that teachers at your school help students with the challenges they face at home or with other students?
Communicate behavioral expectations	How much would you agree or disagree that teachers at your school effectively communicate behavioral expectations to students?
Use best-practices for student discipline	How much would you agree or disagree that teachers at your school routinely use knowledge of “best-practices” to guide their response to student behavior?
Provide conflict resolution skills	To what extent do you agree or disagree that your school teaches students how to solve conflicts with one another?
Use of prevention rather than reaction to misbehavior	To what degree does your school seem to focus its efforts and resources primarily on prevention or reaction to misbehavior?
Teach students not to open locked doors for unauthorized individuals	How much would you agree or disagree that students are taught NOT to open locked doors for unauthorized individuals at your school?
Use multi-step procedure behavior plan	At your school, how much do you agree or disagree that most teachers at your school use some sort of multi-step procedure behavior plan when dealing with student misbehavior?
Enforce rules consistently	How much do you agree or disagree that rules are consistently enforced by most teachers at your school?
Apply discipline consistently	How much do you agree or disagree that discipline is consistently applied by most teachers at your school?
Use exclusionary practices	How often, if ever, would you say your school uses suspension --or harsher discipline-- to punish 1st time violations of alcohol or drug policies?
Emphasize discipline	How much do you agree or disagree that your school emphasizes formal discipline in response to student misbehavior?
Panel 2. Law enforcement version	Question
Conduct locker searches	Does the school you serve have lockers for students? How often, if ever, do you or other law enforcement conduct administrative locker searches to check for prohibited items or substances? How often, if ever, are K-9 units used during these searches? How often, if ever, do you or other law enforcement conduct probable cause locker searches to check for prohibited items or substances?
Conduct personal searches	How often do you or other law enforcement conduct probable cause personal searches of students to check for prohibited items or substances?
Enforce rules consistently	How much do you agree or disagree that rules are consistently enforced by law enforcement at your school?
Apply discipline consistently	How much do you agree or disagree that discipline is consistently applied by law enforcement at your school?
Provide training for conflict resolution	How often do you or other law enforcement provide any counseling or training to help students resolve conflict?
Provide emotional/social skill services	How often do you or other law enforcement provide services to help students learn emotional or social skills?
Train administrators/teacher on safety and security issues	How often do you or other law enforcement provide instruction on safety and security issues to administrators and/or teachers?
Use more law enforcement officers during the day	How many law enforcement officers serve at this school during a typical school day?

Table 7. Questions about other practices.

Panel 1. Administrator Practice	Question
Collect and analyze climate assessments	Does your school collect and analyze data from a school climate assessment?
Use of law enforcement	When, if at all, is at least one commissioned law enforcement officer present at your campus during school hours (not including law enforcement response to emergency/criminal incidents)? (If yes) How regular of a basis is at least one commissioned law enforcement officer present at your campus?
Use of security officers	Are non-commissioned security officers ever present at your campus? (If yes) At what times are non-commissioned security officers present at your campus?
Panel 2. LE Officer Practice	Question
Use more law enforcement officers during the day	How many law enforcement officers serve at this school during a typical school day?

and all other survey content was clearly worded and phrased appropriately. In addition, comments were provided that indicated any questions that should not be asked, or questions that should be added. Only the final set of questions that were administered to respondents are shown in this report.

Survey Procedures

Questionnaires were administered to each school on the generated list. Texas Education Agency (2015) data files provided contact information for every school that included the name of the principal, their email address, telephone number, and the school’s address. Principals received all initial survey contacts and materials.

The survey came with three versions: one to be completed by the school principal or designated administrator, another to be completed by a teacher, and another to be completed by a law enforcement

officer that worked in the school. Respondents were told that this third version should only be administered if the school uses law enforcement on at least a weekly basis.

Contact was first initiated through a mailed letter, and subsequently through follow-up e-mails. In total there were four attempts at contact: the first through mail, and three reminder e-mails. Each contact included a brief overview and purpose of the survey and information necessary to complete the survey. Most importantly, instructions detailed who should complete each of the three surveys (one for administrators, one for teachers, and one for law enforcement officers) and how to access each version of the survey for each school. Access codes were used so that follow-up reminder attempts were not sent to those who had already completed the survey.

RESULTS

In total, 487 administrators, 273 teachers, and 118 law enforcement (LE) officers responded to the survey. All three groups of respondents received different versions of the survey, as indicated by the questions described above.

Table 8 depicts how many responded to each type of survey invitation, whether it came by letter or e-mail. The purpose of using a variety of contact methods was to assess which method of contact would be best for each population. The results suggest that responses are more likely from emails than the mailed letters. Moreover, the results do not support the belief that letters with handwritten signatures achieve a higher response rate than those with electronic signatures. No substantial differences exist between these two contact methods. Overall, low response rates were achieved for all surveys, but administrators responded at relatively higher rates. This is likely explained by the fact that administrators were the only respondents to directly receive an invitation

to the survey. As discussed above, teacher and LE officers were invited to take the survey only if the administrator who received the invitation forwarded the instructions. As a result, a lower percentage of teachers and LE officers responded than administrators.

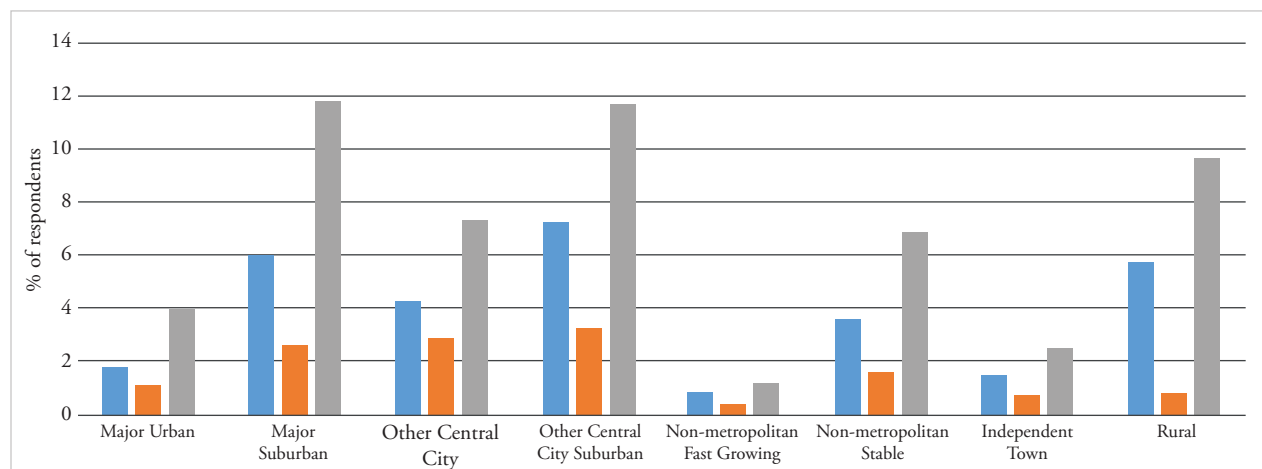
Demographic information was also collected from the Texas Education Agency. These data were merged with the final survey responses to provide contextual information to the results. Figure 2 below displays the different community types that were represented among each respondent type in the survey.

Each community type was most represented by administrators, reflecting their overall higher response rate. “Major suburban” and “Other central city suburban” were the two classifications that received the most overall representation, while “Non-metropolitan fast growing” and “Independent town” received the least.

Table 8. Number of responses (percent response rate) by method of contact

	Law Enforcement	Teachers	Administrators
Letter	18 (15.3%)	51 (18.7%)	104 (21.4%)
Electronic signature	13	25	13
Hand Signature	5	26	5
E-mail	100 (84.7%)	222 (81.3%)	383 (78.6%)
Total	118 (100%)	273 (100%)	487 (100%)

Figure 2: Representation among different community types

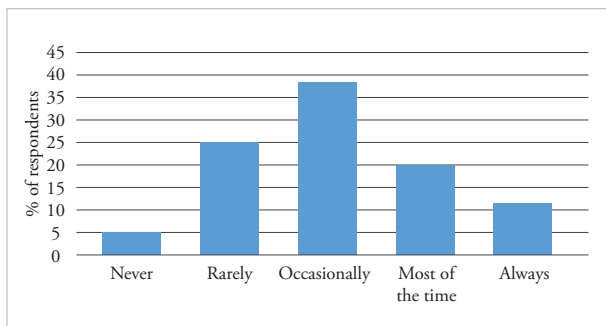


Administrator Survey

Administrators were asked to complete a version of the survey that asked questions tailored specifically to their role at the school. For example, topics in the administrator version of the survey included monitoring and surveillance, visitor screening practices, and whether or not the school employed non-commissioned security officers. Responses to this version of the survey will be discussed next.

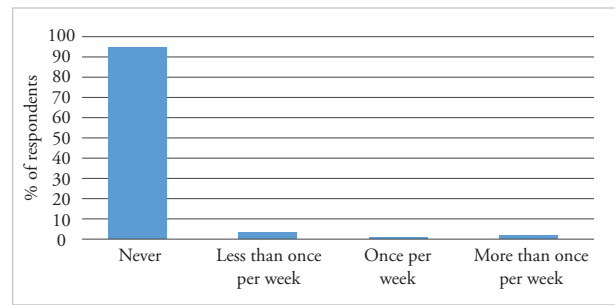
CCTV. Administrators were asked whether or not CCTV cameras were ever used at their schools, and if so, how often these cameras were monitored in real time. The majority of respondents (87.7 percent) indicated that their school did use CCTV cameras. The 12.1 percent of administrators who indicated that their school did not use CCTV cameras were not included in the calculations for Figure 3. The remaining 0.2 percent of respondents did not provide answers to this question (i.e., missing data). Figure 3 shows that, of those that reported their schools used CCTV cameras, 38.6 percent reported that they watched them ‘occasionally’ in real time, and 25.2 percent watched them ‘rarely.’

Figure 3: Monitoring of CCTV cameras



Metal detectors. Administrators were also asked whether or not metal detectors were used at their schools. The vast majority of respondents (93.8 percent) reported that they were not used. Figure 4 shows that overall 4.1 percent of administrators reported using metal detectors less than once per week, and only 1.6 percent of administrators used them more than once per week.

Figure 4: Use of metal detectors



Entry points. Administrators were asked to indicate how many entry points in their school were accessible to visitors. Responses varied widely, from a minimum of 1 to a maximum of 32 entry points. Most responses, however, were clustered toward the lower end of the spectrum, with a total of 341 respondents reporting one entry point, and only 9 respondents reporting more than 20 entry points.

Visitors. Administrators were asked how often their schools employed different safety practices in regards to visitors, including screening visitors, having visitors sign in, and keeping doors locked and monitored. As shown in Figure 5, the majority of administrators reported that they always either screen visitors, have visitors sign in, or keep doors locked and monitored. Only 9.4 percent of administrators report never screening visitors, 3.9 percent of administrators report never keeping doors locked or monitored, and 0.2 percent of administrators report never having visitors sign in. Having visitor sign in was the most common practice, with 79.3 percent of schools reporting that they always have visitors sign in.

Leaving campus during lunch. As shown in Figure 6, most schools do not allow students to leave school grounds at all during school hours (66.5 percent). A minority of administrators (3.7 percent) reported that students are allowed to leave ‘all of the time.’

Figure 5: Screening practices

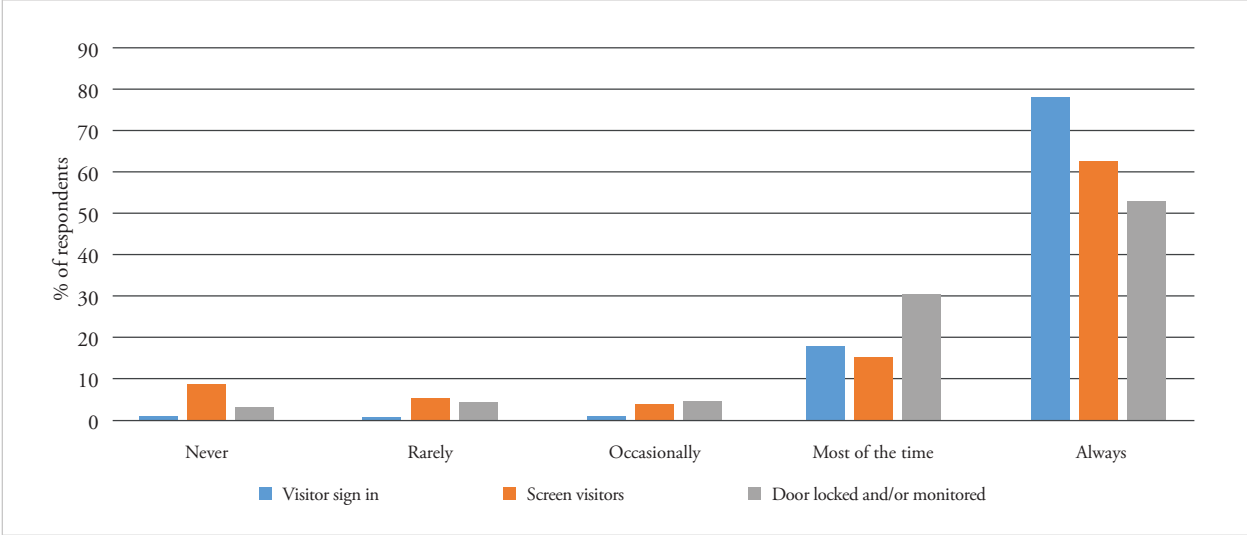
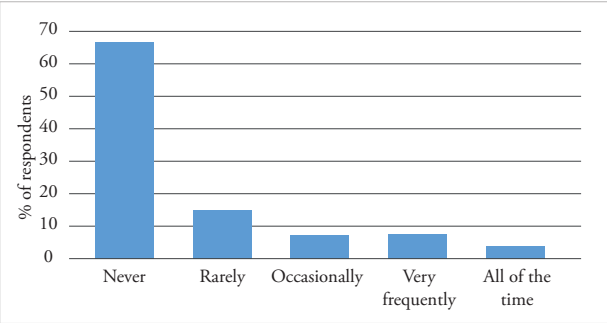


Figure 6: Students allowed to leave school grounds during school hours



Hallways. Administrators were asked whether or not their schools ever assigned one or more people to monitor hallways during class time. Forty-nine point seven percent of administrators responded yes, while 49.1 percent of administrators responded no. Administrators were also asked whether their schools used hall passes, and 55.6 percent responded yes, while 43.1 percent responded no. Administrators from schools that use hall passes were asked to indicate how likely it was that hall passes would be checked. Many administrators (25.1 percent) selected 8 or higher, indicating that it was very likely, as shown in Figure 7.

Passing periods. Three hundred and four administrators reported that “passing periods” were used at their schools for students to change

classes. The majority of these respondents (78.5 percent) also indicated that, during “passing period,” all students would change classes at the same time, as opposed to staggered schedules. For example, one group of students might switch classes at 10:00am, while another switches at 10:20am. This staggering might alleviate congestion or potential monitoring issues that schools sometimes face.

Crowded hallways and lunchrooms. Administrators were also asked to indicate how crowded hallways are when students were going to or coming from lunch. Administrators were asked to respond by rating the crowdedness of the hallways on a scale of 1 to 10, where 1 meant ‘not crowded’ and 10 meant ‘very crowded.’

Figure 7: Likelihood of hall passes being checked

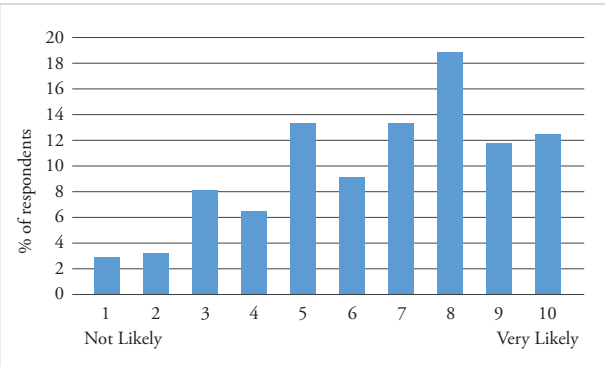
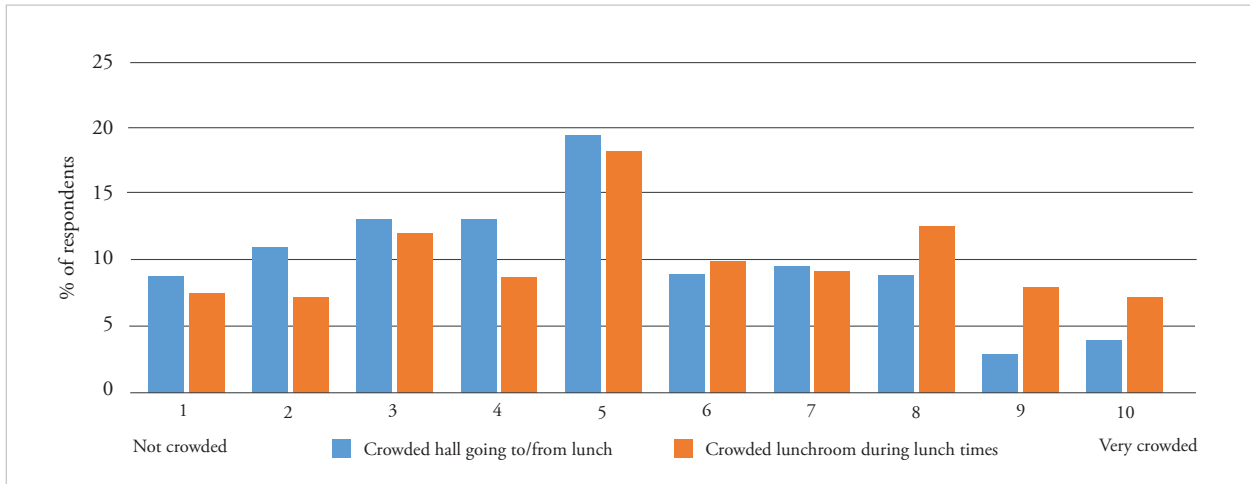


Figure 8: Crowded hallways/lunchroom



Most commonly, administrators rated hallway and lunchroom crowdedness as five (nearly 20 percent). Overall, hallways were rated slightly less crowded than lunchrooms, but the distributions of the rating responses are comparable.

Monitoring buildings. Administrators were asked whether or not staff were assigned to monitor school buildings before school, after school, and during lunch (Table 3). The majority of administrators (80.1 percent) reported that staff were assigned to monitor school buildings before school. A slight majority of administrators (59.1 percent) indicated that staff were not assigned to monitor the exterior of school buildings during lunch. Most administrators (79.9 percent) reported that staff were assigned to monitor school buildings after school.

Table 9: Staff assigned to monitor school buildings (%)

	Before school	During lunch	After school
No	18.9	59.1	17.9
Yes	80.1	38.8	79.9

Length of time monitoring buildings. Administrators that indicated that they had staff monitoring the building before and/or after school were also asked how long staff monitored the building at these times. Figures 9 and 10 show results that are similar: staff often monitor schools about a

half hour before (58.3 percent) and after school (47.6 percent). The length of time staff monitored the building before school (Figure 9), shows somewhat higher percentages in the ‘half hour before’ and ‘one hour before’ categories, whereas the length of time staff monitored the building after school, has a significantly higher percentage in the ‘few minutes after’ (Figure 10).

Figure 9: Length of time monitoring before school

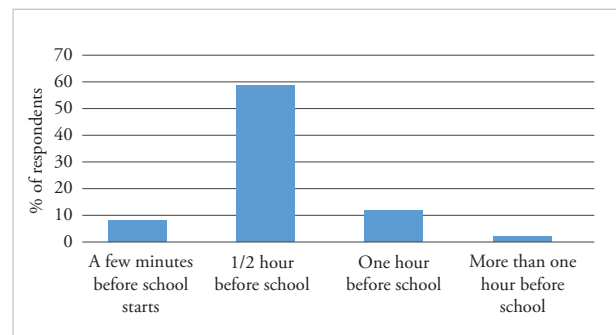
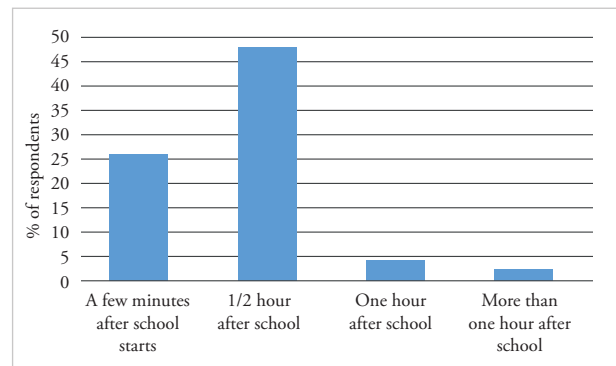


Figure 10: Length of time monitoring after school



Tracking misbehavior. Administrators were asked whether or not their schools tracked misbehavior on the bus, if they tracked the location of misbehaviors, and if they kept a record of students who left school without permission but not considered truant. The results suggest that the vast majority of schools do engage in at least one of these tracking practices. As Table 10 demonstrates, 92.8 percent of administrators reported that they do track behavior when it occurs on the bus, while 93.4 percent of administrators indicated that they tracked the location of misbehavior, and 73.1 percent of administrators reported that their school does keep a record of students who leave school without permission but are not considered truant.

Table 10: Tracking practices (%)

	Misbehavior on the bus	Locations of misbehavior	Leave school without permission
No	5.7	5.3	22.4
Yes	92.8	93.4	73.1

Law enforcement presence. A majority of administrators indicated law enforcement officers were present on their campus during school hours ‘on a regular basis’ (44.4 percent), while 25.1 percent reported that they were ‘never present’ (see Figure 11). Over a third of administrators (33.1 percent) who reported that law enforcement officers were present on their campus during school hours on a regular basis said that they were present ‘daily’ (Figure 12).

Figure 11: Law enforcement presence

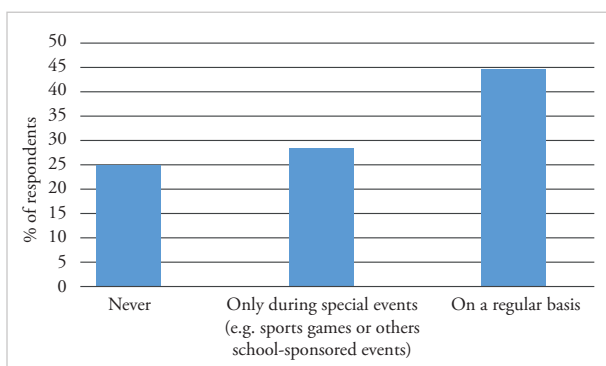
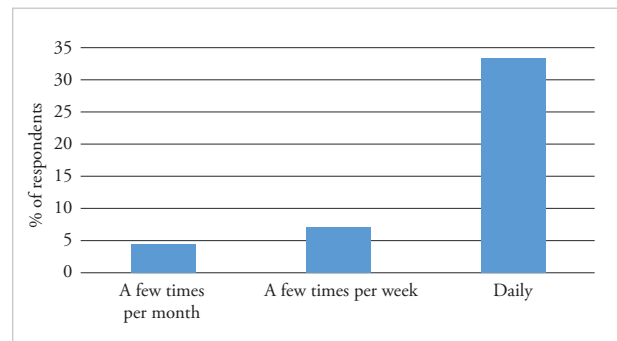


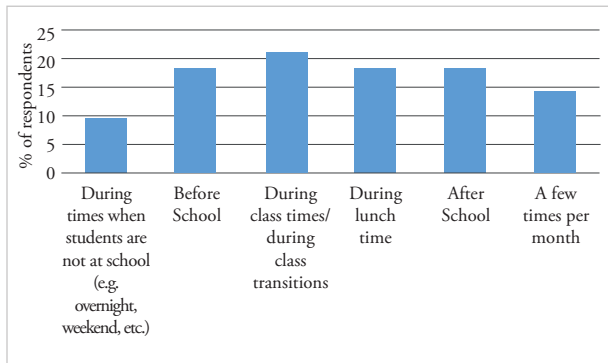
Figure 12: Frequency of law enforcement presence



Non-commissioned security officers. A majority of administrators (77.6 percent) reported that non-commissioned security officers were not used on their campuses, while 20.7 percent reported that they were used on their campuses. Seven respondents (1.4 percent) did not answer this question.

Times when non-commissioned security officers were reported present varied among respondents (Figure 13). Administrators were allowed to select more than one response to answer this question, and only those who had reported using non-commissioned security officers were asked this subsequent question. Most commonly, administrators reported that non-commissioned security officers were present during class times/during class transitions (21.2 percent). Administrators also reported that non-commissioned security officers were present before school (18.2 percent), during lunch time (18.2 percent), and after school (18.2 percent).

Figure 13: Presence of non-commissioned security officers

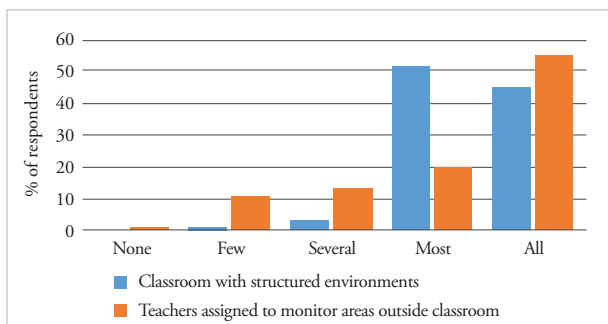


Teacher Survey

Teachers were asked to complete a version of the survey that asked questions regarding subjects that they were likely to be knowledgeable about. Topics included a variety of school climate factors and monitoring behavior.

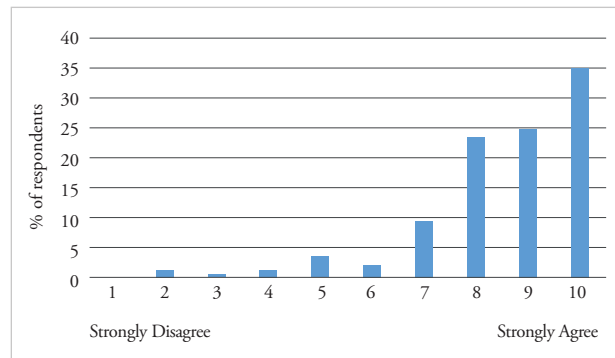
Structured/monitored environment. As Figure 14 shows, the majority of teachers reported that either ‘most’ (51.6 percent) or ‘all’ (44.7 percent) of the classrooms at their schools had structured environments (maintain order and keep students engaged). Similarly, many reported that ‘most’ (19.8 percent) or ‘all’ (54.9 percent) teachers at their school were assigned to monitor areas outside of their classrooms. Only 22.7 percent of teachers indicated that their schools had areas that were not monitored at all.

Figure 14: Structured environment and monitored areas



Well-cared for schools. Many teachers agreed with the statement that their school was well-cared for. As Figure 15 shows, on a scale of 1 to 10, with 1 meaning ‘strongly disagree’ and 10 meaning ‘strongly agree,’ 34.8 percent chose 10. Most chose a response of 8 or higher.

Figure 15: Well-cared for schools

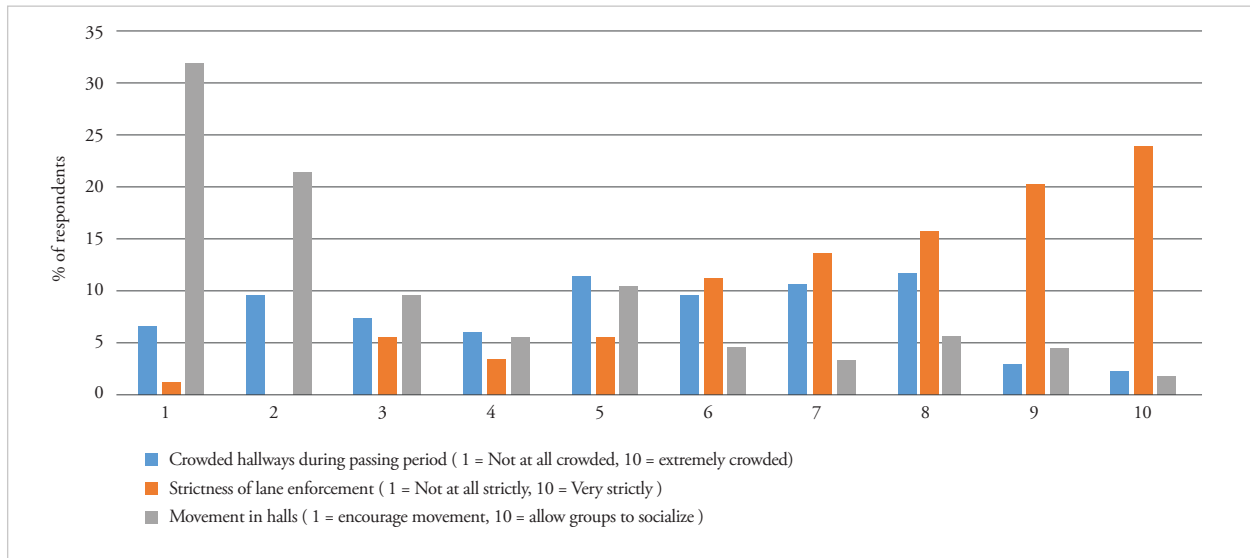


Hallway behavior. Figure 16 shows which practices are used to promote safety in school hallways. Many teachers indicated that they generally encourage movement through hallways, as opposed to allowing groups to socialize. On a scale of 1 to 10, with 1 meaning ‘encourage movement,’ and 10 meaning ‘allow groups to socialize,’ 31.9 percent of respondents chose 1, while only 1.8 percent chose 10.

Teachers were also asked whether or not their school had lanes in the hallway. About two thirds of respondents said that they did not have lanes in hallways (66.3 percent). Teachers that reported that their schools did have lanes in the hallway were asked to rate their schools’ enforcement of these lanes. On a scale of 1 to 10 with 1 meaning ‘not at all strictly’ and 10 meaning ‘very strictly,’ the majority of teachers rated their schools’ enforcement of hallway lanes as either 9 (20.2 percent) or 10 (23.6 percent).

Teachers were also asked to rate how crowded hallways became during passing periods, on a scale of 1 to 10. Most schools were rated moderately, with a slight majority leaning towards more

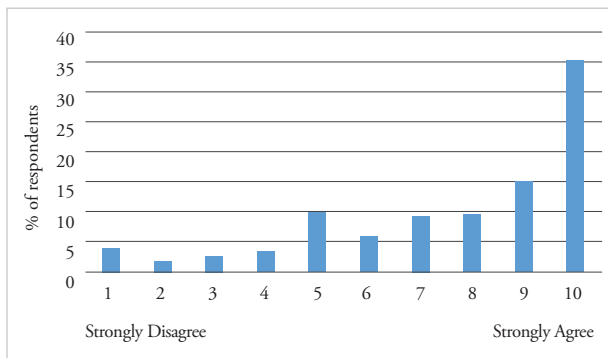
Figure 16: Hallway behavior



crowded. Most frequently (11.4 percent) teachers rated their schools as 5, while 9.5 percent rated as 6, and 10.6 percent as 7.

Opening doors. As shown in Figure 17, the majority of teachers agreed that students at their schools were taught to not open doors for unauthorized individuals in their schools. On a scale of 1 to 10, with 1 meaning ‘strongly disagree,’ and 10 meaning ‘strongly agree,’ 50.9 percent of teachers chose 9 or greater.

Figure 17: Students taught to not open doors

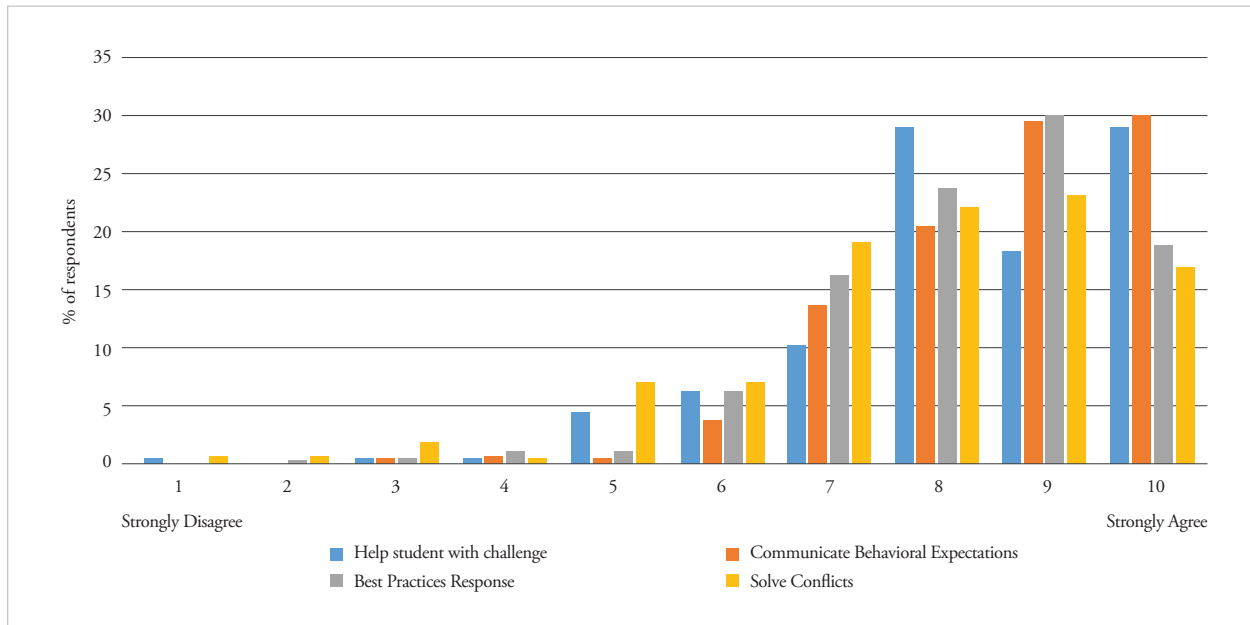


Student guidance. On a scale of 1 to 10, with 1 meaning ‘strongly disagree,’ and 10 meaning ‘strongly agree,’ teachers were asked to rate their agreement with the following statements:

- students have been taught ‘how to solve conflicts with one another;’
- that teachers ‘help students with the challenges they face at home or with other students;’
- that teachers ‘effectively communicate behavioral expectations to students;’ and
- that teachers ‘routinely use knowledge of “best-practices” to guide their response to student behavior.’

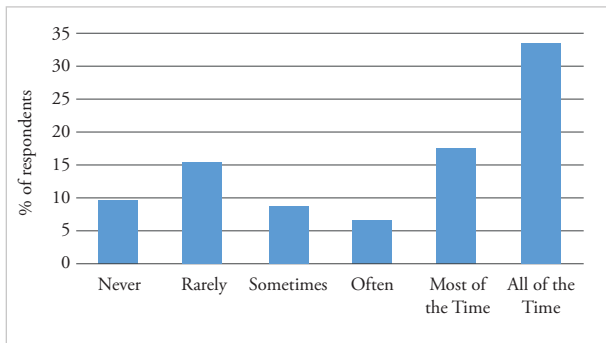
The answers to these questions are displayed in Figure 18. The distribution of responses is negatively skewed, indicating strong agreement among respondents. For example, when asked whether or not they agreed with the statement that teachers at their school ‘effectively communicate behavioral expectations to students,’ about one third of teachers (30 percent) selected ‘10,’ indicating that they strongly agreed. Very few teachers (1.1 percent) chose less than 5 to indicate that they disagreed.

Figure 18: Student guidance



Suspension. Teachers were asked how often suspension was used for 1st time violations of alcohol or drug use policies. Although a significant portion said that suspension was used rarely (15.4 percent), a slight majority indicated that suspension was used either most of the time (17.6 percent) or all of the time (33.3 percent). The responses are displayed below in Figure 19.

Figure 19: Use of suspensions as discipline



Disciplinary Practices. Regarding other disciplinary practices, teachers were asked whether or not they agreed with statements concerning rule enforcement, behavior plans, consistent discipline application, and formal discipline in their schools. Figure 20 reveals a negatively skewed distribution, with most responses clustered to the right. This

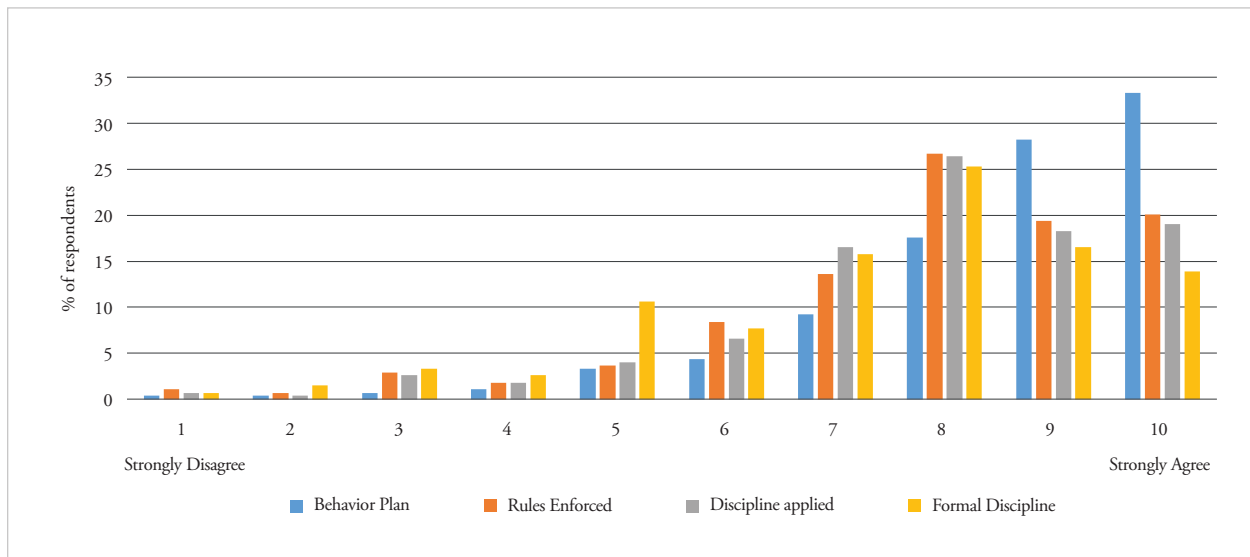
suggests that most teachers agreed that their schools used many of these practices. For example, teachers were asked to rate how much they agreed with the statement that ‘most teachers at your school use some sort of multi-step procedure behavior plan when dealing with student misbehavior.’ One-third of respondents (33.3 percent) chose 10, showing that they ‘strongly agreed.’ Only .4 percent chose 1, indicating that they ‘strongly disagreed.’

Law Enforcement Survey

Law enforcement officers were given a version of the survey that asked questions related to topics that they were likely to know about, such as locker searches and discipline.

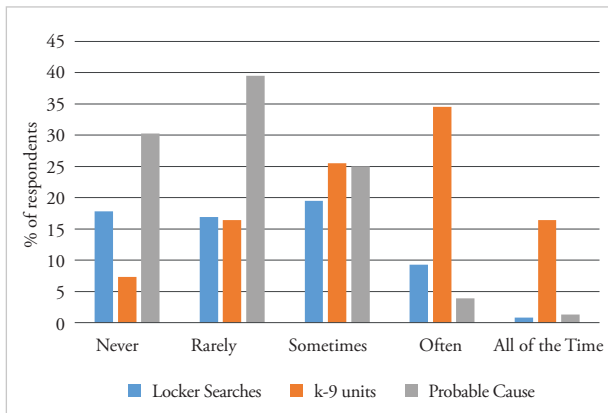
Locker searches. Figure 21 shows the frequency of locker searches in general as well as those done with K-9 units, and those performed with probable cause. Many law enforcement officers indicated locker searches are never performed (17.8 percent), or only performed ‘rarely’ or ‘sometimes’ (16.9 percent and 19.5 percent, respectively). When locker searches are performed, many officers reported that they are only ‘rarely’ or ‘never’ done with probable cause to check for

Figure 20: Disciplinary practices



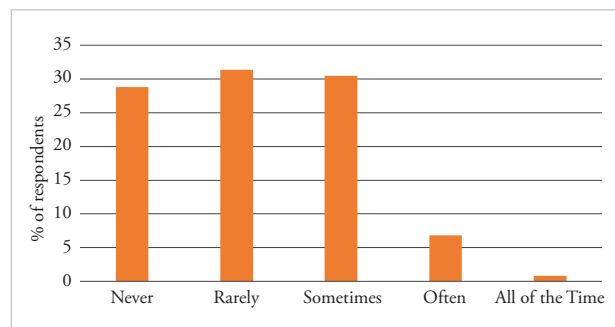
prohibited items or substances (39.5 percent and 30.3 percent, respectively). During these locker searches, K-9 units are reportedly used most frequently as ‘sometimes’ (25.5 percent) or ‘often’ (34.5 percent).

Figure 21: Locker searches



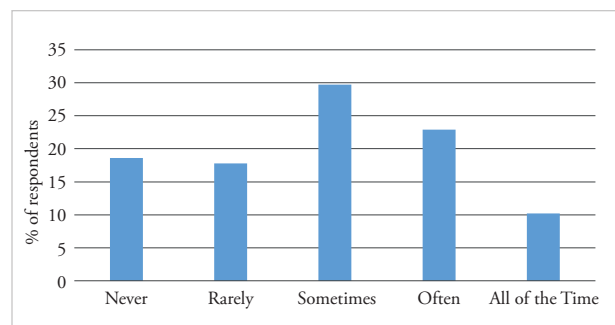
Personal searches for prohibited items/substances. Law enforcement officers were asked how often they conduct personal searches on students to check for prohibited items or substances. Figure 22 displays the results below. Many officers reported that they ‘sometimes’ (29.7 percent) and ‘often’ (22.9 percent) conduct searches with probable cause to check for prohibited items or substances.

Figure 22: Personal searches



Student hangouts. Figure 23 depicts how often law enforcement officers visit student hangouts that are close to the school, but not on school grounds. Many indicate that they visit these hangouts ‘rarely’ (17.8 percent), ‘sometimes’ (29.7 percent), and ‘often’ (22.9 percent) suggesting a high degree of variability across schools in this practice.

Figure 23: Visit student hangouts



Consistent enforcement. Law enforcement officers were asked how much they agreed or disagreed that rules are consistently enforced, and that discipline is consistently applied at their schools. Responses to consistent enforcement indicated more agreement as 26.3 percent choose 10 (on a scale of 1 to 10 with 1 meaning ‘strongly disagree’ and 10 meaning ‘strongly agree’). Responses to consistent application of discipline varied widely by contrast. Twenty point three percent chose 10, indicating that they strongly agreed that discipline is consistently applied, while 27.1 percent chose 1, indicating that they strongly disagreed (see Figure 24).

Safety instruction. Law enforcement officers were asked how often they provide instruction on safety and security issues to administrators and/or teachers, how often they provide services to help students learn emotional or social skills, and how often they provide counseling or training to help students resolve conflict. As Figure 25 demonstrates, most indicated that they provide these services ‘often’ (38.1 percent for conflict resolution, 38.8 percent for emotional/social skills, and 38.1 percent for safety instructions).

Figure 24: Consistency in discipline and enforcement

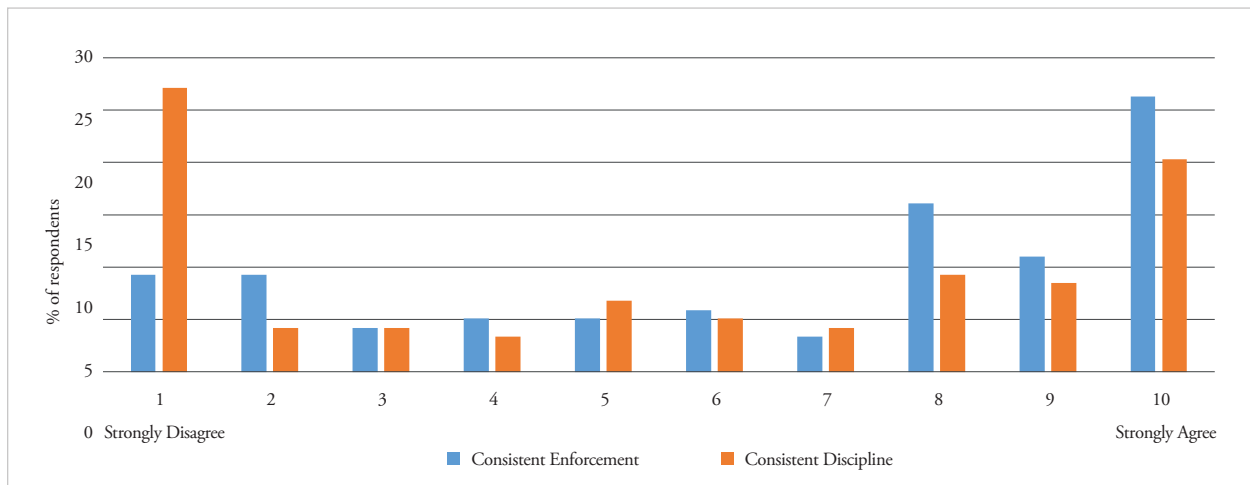
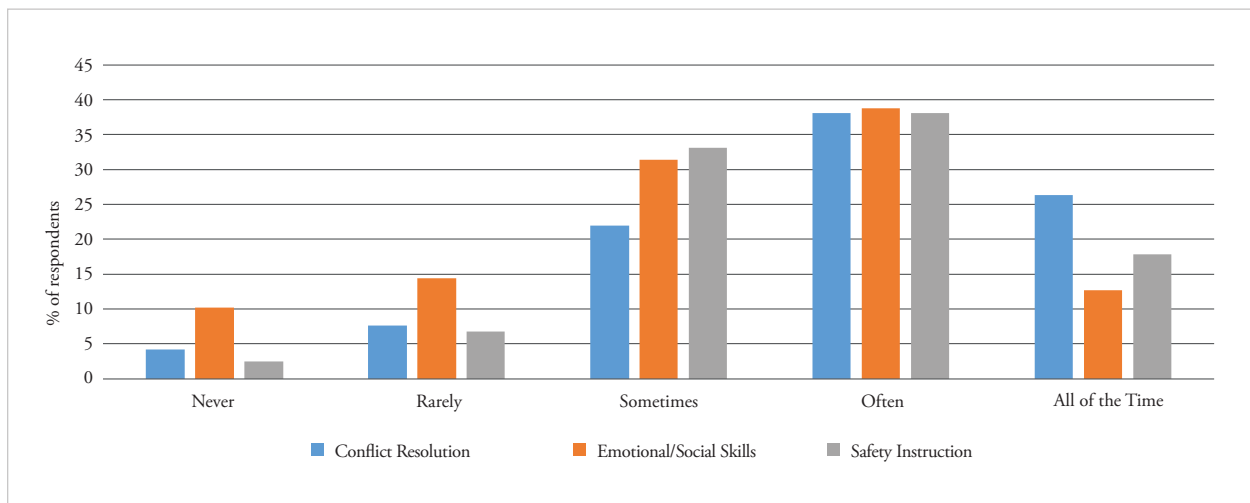


Figure 25: Student instruction and guidance



CONCLUSION

The purpose of this study was to survey Texas schools to determine what practices are used to promote safety and security at the campus level. Administrators, teachers, and school-based law enforcement officers were each asked to respond to an online questionnaire that asked about a range of practices. Administrators primarily responded to questions regarding access control, student monitoring, and incident reporting. Teachers responded to questions regarding school climate. Law enforcement officers responded to questions pertaining to their duties at the school.

Results from this survey suggest that Texas schools consistently utilize means of access control, as demonstrated by administrator responses. Common practices related to access control included visitor sign-in, visitor screening, locking doors, and limiting the amount that students are permitted to leave school grounds. Moreover, most teachers strongly agreed that their school taught students not to open locked doors for unauthorized individuals. In regards to metal detectors, the vast majority of administrators reported that they were never used. To supplement means of controlling access, most law enforcement officers reported conducting locker searches using K-9 units “Often,” while personal searches are typically conducted less frequently.

Questions regarding monitoring of students and school grounds suggest that these practices are used less frequently overall than access control. In most schools where CCTV cameras were reportedly used, most administrators responded that the CCTV cameras were watched live by someone “Occasionally.” Roughly half of the administrators reported that hall passes were used, and in three-quarters of those schools where hall passes are required, administrators reported a likelihood of 7 out of 10 or *less* that someone would actually check to see if students had passes when in the halls. Most teachers reported that most or all teachers are assigned to monitor an area outside of their classroom during passing

period. While most administrators reported that the school exterior is monitored before and after school, most reported that these areas were not monitored during lunch periods. Finally, most law enforcement officers reported that they visited student hangouts that are not on school grounds “Sometimes” or less frequently.

In most cases, teachers reported moderate crowding during passing periods, and suggested that practices were used to encourage movement (reduce crowding and socializing) and enforce hallway lanes (if applicable). In addition, teachers tended to agree strongly that teachers effectively taught students how to resolve conflicts, helped students with problems at home or other students, communicated behavior expectations, and used best-practices (behavior plan, consistent enforcement) to guide their responses to student misbehavior. According to the teachers in this sample, suspension is used “all” or “most of the time” for first time violations of alcohol or drug use policies, and formal discipline appears to be the standard way of responding to misbehavior. Of interest, law enforcement officers in this sample display contrasting opinions regarding the consistent application of student discipline. While most law enforcement officers strongly agreed that rules were consistently enforced, while most officers strongly disagreed that discipline was consistently applied. However, sizeable portions provided the opposite response for both questions, suggesting that these practices tend to vary widely across Texas. But, most law enforcement officers responded that they often provided instruction and guidance regarding conflict resolution, emotional or social skills, and safety instruction (to teachers).

Overall, it appears that practices relating to access control, monitoring, and school climate are generally used in Texas schools. While some disagreement exists for some practices, most respondents to this survey tended to agree with their colleagues in other schools. Results from

this survey are useful for identifying some of the most common practices used in Texas schools, to identify practices that may be worthy of further investigation. With a move towards evidence-based practices, it will be advantageous to conduct further research on these more commonly used practices.

REFERENCES

- Astor, R.A., Guerra, N., & Van Acker, R. (2010). How can we improve school safety research? *Educational Researcher, 39*(1).
- Boba, R. (2009). *Crime analysis with crime mapping*. (2nd ed.). Thousand Oaks, CA: Sage.
- Bradshaw, C.P., Waasdorp, T.E., Debnam, K.J., & Johnson, S.L. (2014). Measuring school climate in high schools: A focus on safety, engagement, and the environment. *Journal of School Health, 84*(9).
- California Department of Education. (2014a). High school questionnaire. Retrieved online at: https://chks.wested.org/resources/CHKS_HS_2015-16_Core_20150624_watermark.pdf.
- California Department of Education. (2014b). School climate survey. Retrieved online at: <http://cscs.wested.org/resources/cscs-1415.pdf>.
- Cohen, L.E., & Felson, M. (1979). Social change and crime rate trends: A routine activity approach. *American Sociological Review, 44*.
- Crawford, S. D., McCabe, S. E., Saltz, B., Boyd, C. J., Freisthler, B., & Paschall, M. J. (2004). Gaining respondent cooperation in college web-based alcohol surveys: Findings from experiments at two universities. Paper presented at the annual meeting of the *American Association for Public Opinion Research*, Phoenix, AZ, May.
- De Leeuw, E., Callegaro, M., Hox, J., Korendijk, E., & Lensvelt-Mulders, G. (2007). The influence of advance letters on response in telephone surveys: A meta-analysis. *Public Opinion Quarterly, 71*(3).
- Dillman, D.A., Smyth, J.D., & Christian, L.M. (2014). *Internet, phone, mail, and mixed-mode surveys: The tailored design method*. (4th ed.). John Wiley & Sons: Hoboken, NJ.
- Dykema, J., Stevenson, J., Klein, L., Kim, Y., & Day, B. (2012). Effects of e-mailed versus mailed invitations and incentives on response rates, data quality, and costs in a web survey of university faculty. *Social Science Computer Review, 31*(3).
- Groves, R.M., Cialdini, R.B., & Couper, M.P. (1992). Understanding the decision to participate in a survey. *Public Opinion Quarterly, 56*(4).
- Kaplowitz, M.D., Hadlock, T.D., & Levine, R. (2004). A comparison of web and mail survey response rates. *Public Opinion Quarterly, 68*.
- Mayer, M.J., & Furlong, M.J. (2010). How safe are our schools? *Educational Researcher, 39*(1).
- Newman, O. (1972). *Defensible space: Crime prevention through environmental design*. New York, NY: Macmillan.

- Sickmund, M., & Puzanchera, C. (2014). *Juvenile offenders and victims: 2014 national report*. Pittsburgh, PA: National Center for Juvenile Justice.
- Smyth, J.D., Dillman, D.A., Christian, L.M., & O'Neill, A.C. (2010). Using the Internet to survey small towns and communities: Limitations and possibilities in the early 21st century. *American Behavioral Scientist*, 53(9).
- Texas Education Agency. (2015). School and district directory file [Data file]. Retrieved from <http://mansfield.tea.state.tx.us/tea.askted.web/Forms/Home.aspx>.
- Thapa, A., Cohen, J., Guffey, S., & Higgins-D'Alessandra, A. (2013). A review of school climate research. *Review of Educational Research*, 83(3).
- Zullig, K.J., Koopman, T.M., Patton, J.M., & Ubbes, V.A. (2010). School climate: Historical review, instrument development, and school assessment. *Journal of Psychoeducational Assessment*, 28(2).

www.txssc.txstate.edu

TEXAS  STATE[®]
TEXAS SCHOOL SAFETY CENTER

601 University Drive | 400 W Hopkins Building | San Marcos, Texas 78666
phone: 512.245.8082 | *fax:* 512.245.1465 | WWW.TXSTATE.EDU

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM