

**WINSTON-SALEM/FORSYTH COUNTY SCHOOLS****REQUEST FOR PROPOSALS**

**School Resource Officers  
Or, Alternatively,  
Campus Police Officers  
March 2, 2009**

**I. GENERAL CONDITIONS.**

- A. The Winston-Salem/Forsyth County Schools (“WS/FCS”) desires to select, by competitive proposals, a supplier or suppliers of School Resource Officers, as defined hereinbelow, or, in the alternative, Campus Police Officers, as defined hereinbelow, for the following WS/FCS middle schools and high schools, beginning with the 2009-2010 school year:
1. Clemmons Middle School;
  2. Flat Rock Middle School (to be opened for the 2009-2010 school year);
  3. Hanes Middle School (includes Lowrance Middle School, a middle school for disabled children in the same school building as Hanes Middle School);
  4. Hill Middle School;
  5. Jefferson Middle School;
  6. Kennedy Learning Center (middle school);
  7. Meadowlark Middle School;
  8. Mineral Springs Middle School;
  9. Northwest Middle School;
  10. Paisley Middle School;
  11. Philo Middle School;
  12. Walkertown Middle School;
  13. Wiley Middle School;
  14. Atkins High School (includes all three high schools on site);
  15. Career Center High School;
  16. Carter Vocational High School;
  17. Carver High School (includes Jacket Academy Ninth Grade Academy);
  18. Glenn High School;
  19. Griffith Academy (includes a middle and high school program);
  20. Mount Tabor High School;
  21. North Forsyth High School;
  22. Parkland High School;
  23. Reagan High School;
  24. Reynolds High School;
  25. West Forsyth High School; and
  26. Winston-Salem Preparatory Academy (includes a middle and high school program).
- B. **The WS/FCS is not seeking proposals which include persons who are not sworn or commissioned law enforcement officers.**

- C. All proposals submitted to the WS/FCS are subject to the terms and conditions set forth below and shall bind Interested Parties and Successful Interested Parties to the conditions and requirements set forth in these general conditions. Such conditions shall form the contract to be awarded by the WS/FCS. **Any deviation from the terms and conditions set forth hereinbelow shall be noted and conspicuously set forth in an Interested Party's submitted proposal. The WS/FCS reserves the right to reject any proposal with deviations from the terms and conditions set forth below as non-conforming or non-responsive.**

## II. DEFINITIONS.

- A. "Board" shall mean the Winston-Salem/Forsyth County Board of Education and/or the Winston-Salem/Forsyth County Schools and may be used interchangeably herein with "WS/FCS".
- B. "Campus Police Officer" shall be defined as "company police officer" is used and defined in Chapter 74E of the North Carolina General Statutes, particularly N.C.G.S. § 74E-6(b)(3). While the term "Campus Police Officer" as used and defined in N.C.G.S. § 74E-6(b)(1) & (d) refers to company police officers employed by a constituent institution of the University of North Carolina system or a private college or university licensed or exempted from licensure as prescribed by N.C.G.S. § 116-15, the WS/FCS defines "Campus Police Office" in this RFP based on the provision of N.C.G.S. § 74E-2(b) granting any public or private educational institution the authority to apply to the North Carolina Attorney General to be certified as a company policy agency.
- C. "Facility" shall mean a school or other building in which WS/FCS students receive educational services or employees of the WS/FCS maintain their offices and workspaces and are employed. "Facility" shall be used herein interchangeably with "School" unless otherwise noted.
- D. "Interested Party" or "Interested Parties" shall mean any individual or entity submitting a proposal responsive to this RFP. Such party may also be referred to herein as a "Vendor".
- E. "Overhead" for the purposes of the specifications set forth hereinbelow and in the Contract shall be defined as the cost to the Vendor of doing business including, but not limited to, rent, utilities, mortgage payments, taxes, transportation and labor.
- F. "Proposal" shall mean an offer to furnish services and materials in accordance with this Request for Proposal, the general conditions, and specifications.
- G. "Proposal Form" shall mean the form on which the Interested Party submits a proposal responsive to this Request for Proposals.
- H. "RFP" as used herein shall mean and refer to this Request for Proposals.
- I. "School" shall mean a school or other building in which students of the WS/FCS receive educational services. "School" shall be used herein interchangeably with "Facility" unless otherwise noted.

- J. "School Security Officer" or "SSO" shall mean and include the following terms listed and defined herein, "School Resource Officer" and "Campus Police Officer".
- K. "School Resource Officer" or "SRO" shall mean a law enforcement officer employed by a local law enforcement agency specifically trained to perform the duties of a School Resource Officer and assigned to a WS/FCS school.
- L. "Specifications" shall mean the description of materials, supplies and/or services requested.
- M. "Successful" shall mean any Interested Party to whom an award is made by the WS/FCS.
- N. "WS/FCS" shall mean the Winston-Salem/Forsyth County Schools or the Winston-Salem/Forsyth County Board of Education and may be used interchangeably herein with "Board".

### III. PROPOSALS.

- A. All proposals must be submitted in writing to:

**Mr. Darrell Walker**  
**Assistant Superintendent for Operations**  
Winston-Salem/Forsyth County Schools  
Post Office Box 2513  
Winston-Salem, North Carolina 27102  
Telephone: 336-727-2095  
Facsimile: 336-727-2008  
E-mail: [dwwalker@wsfcs.k12.nc.us](mailto:dwwalker@wsfcs.k12.nc.us)

- B. The Assistant Superintendent for Operations shall have the sole responsibility and authority for issuance of invitations to bid, requests for proposals, placing and modifying invitations, purchase orders and awards issued by and for the WS/FCS for the purpose of this Request for Proposals and subsequent Contract. Any purchase order or Contract made which is contrary to these provisions and authority shall be of no effect and void, and the Board of Education shall not be bound thereby.
- C. **Due Date and Time.** Proposals must be received on or before 12:00 PM (noon) on **March 27, 2009**, by U.S. Mail, Federal Express or similar courier, or hand delivery. Proposals will not be accepted by facsimile or electronic mail. Proposals received after the time stated in this RFP will not be considered and will be returned unopened. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of the WS/FCS. Whether sent by mail or by means of personal delivery, the Interested Party assumes responsibility for having its proposal deposited on time at the place specified.
- D. **Pre-Proposal Meeting.** There will not be a pre-bid meeting for interested parties.
- E. **Questions Regarding the RFP.** Questions regarding the RFP or seeking clarification or specification of the RFP shall be sent in writing, via e-mail or U.S. mail, to Darrell Walker at the address listed hereinabove. Answers to posed questions will be sent to interested

parties meeting the requirements of Paragraph III.F. hereinbelow. Questions not regarding the RFP or seeking clarification or specification of the RFP shall not be answered.

- F. **Notification of Request to Receive Answers to RFP Questions.** Any Interested Party who wishes to receive answers to questions regarding the RFP or seeking clarification or specification of the RFP must notify Darrell Walker of such request in writing, via e-mail or U.S. mail, no later than 5:00 PM on March 9, 2009.
- G. The submission of a Proposal will be construed to mean the Interested Party is fully informed as to the extent and character of the personnel, supplies, materials, equipment, and service in complete compliance with the specifications and as may be clarified at the pre-proposal meeting for Interested Parties.
- H. No charge will be allowed for federal, state or municipal sales and excise taxes, as the WS/FCS is exempt from such taxes. The Proposal price shall be net and shall not include the amount of any such tax.
- I. In all specifications, the words "or equal" are understood to follow each item description. The decision of the WS/FCS as to whether an alternate or substitution is in fact "equal" shall be final and shall not be appealable by any Interested Party.
- J. Under penalty of perjury, the Interested Party certifies as follows:
  - 1. The Proposal has been arrived at by the Interested Party independently and has been submitted without collusion with any other vendor of law enforcement, company police and/or private protective services, and the ancillary materials, supplies, or equipment needed to support the aforesaid personnel and the services they provide of the type described in the invitation for proposals;
  - 2. The Interested Party and/or its employees and agents have not been offered or received any improper benefits, kickbacks or enticements from any other vendor, supplier, manufacturer, or subcontractor in connection with their proposal;
  - 3. The Interested Party and/or its employees and agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money or services; and
  - 4. The contents of the proposal have not been communicated by the Interested Party, nor, to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Interested Party or its surety on any bond furnished herewith prior to the official opening of the proposals.

#### **IV. GENERAL STATEMENT OF SCOPE OF THE WORK.**

- A. The WS/FCS is seeking to contract with a local law enforcement agency, or an Interested Party that will apply for and obtain a license from the North Carolina Attorney General to employ, train, manage and supervise Campus Police Officers at each school listed hereinabove pursuant to the provisions of Chapter 74E of the North Carolina General Statutes.

- B. The WS/FCS reserves the right to award a contract or contracts in whole or in part to one or more Interested Party.
- C. A contract or contracts in whole or in part to one or more Interested Party must be executed no later than ninety (90) calendar days after award is made to one or more Interested Party by the WS/FCS. Failure of a selected Interested Party to execute a contract within ninety (90) calendar days shall be grounds for the WS/FCS to revoke its award to such Interested Party, and the WS/FCS shall not be bound to execute a contract for the services described herein with such Interested Party, and the Interested Party shall have no recourse whatsoever against the WS/FCS.

**V. DETAILED SPECIFICATIONS**

A. **Goals and Objectives.** The WS/FCS establishes the following goals and objectives with regard to the services to be provided by the successful Interested Party or Parties:

1. To provide security and law enforcement for each school listed hereinabove during the entire school day as set forth herein and on each day school is in session for students.
2. To provide security and law enforcement at school sponsored extra-curricular activities held at schools or on school property after the student instructional day including, but not limited to PTA meetings, athletic events, drama performances and student band, chorus and/or orchestra concerts. Upon request by the authorized WS/FCS official, the Interested Party shall agree to provide supplemental assistance to the SSO or to the WS/FCS school utilizing the requested number of off-duty officers. As part of this RFP, the WS/FCS seeks the Interested Party's proposed rate of hourly compensation to be paid by the WS/FCS for such off-duty officers. The WS/FCS shall not agree to a proposal for off-duty officers which includes a requirement that the WS/FCS pay for a minimum number of hours of off-duty service or a minimum number of off-duty officers at certain events. The authorized WS/FCS official, primarily the school Principal, shall determine, with non-binding consultation from the SSO or a representative of the Interested Party, the number of hours and the number of off-duty officers required for such events. That being said, the WS/FCS requires, as part of this RFP, in the event two WS/FCS high schools are involved in an athletic contest requiring the use of off-duty officers, that such off-duty officers include the SSOs assigned to such high schools be present for the athletic contest to the extent such is possible. Additionally, Interested Parties must agree to provide, upon request from a Principal or the WS/FCS, to provide and participate in metal detector wanding or metal detector screening at athletic contests and/or other activities hosted by the WS/FCS or its member schools.
3. To assign SSOs to participate in educational programs and activities designed to increase students' knowledge of and respect for the law and the function of law enforcement agencies.
4. To expect SSOs to act swiftly and cooperatively with school personnel to respond to school disruptions and criminal offenses occurring at school and on school property, including crimes required to be reported by the Principal to law enforcement pursuant to

N.C.G.S. § 115C-288(g) and disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots.

5. To expect SSOs, if not law enforcement officers, to report crimes occurring on school property listed in N.C.G.S. § 115C-288(g) to law enforcement and to cooperate with law enforcement officials in investigation of crimes occurring on school property;
6. To expect SSOs, if not law enforcement officers, to cooperate with law enforcement officials in their investigations of criminal offenses occurring off campus; and
7. To provide traffic control and direction, on an as needed basis, at the beginning and end of the student day at the school to which each SSO is assigned for the safety and protection of students, parents and the general public. Should such traffic control and direction require an SSO to work more than 42.75 hours in a work week, then the WS/FCS may supplement the wage of such SSO as in Section V.A.2 hereinabove.

**B. Employment, Training, Supervision and Assignment of SSOs.**

1. The Interested Party shall employ and assign not less than one (1) fully trained and equipped SSO for each school listed hereinabove and not less than one (1) officer or supervisor to train, manage, supervise and evaluate the performance of the assigned SSOs during the term of the Contract executed resulting from the Proposal of the Successful Party or Parties. If an Interested Party submits a Proposal to staff fewer than each of the schools listed hereinabove, the amount of supervision may be reduced and pro rated based on the number of schools proposed. See attached Exhibit A for a list of schools, 2009-2010 projected enrollment, and data on school violence and acts of misconduct.
2. The SSOs and supervisors shall be employees of the Interested Party and not the WS/FCS and shall be subject to the administration, supervision and control of the Interested Party, except as such administration, supervision and control are subject to the terms and conditions of the Contract executed resulting from the Proposal of the Successful Party or Parties.
3. The Interested Party shall be responsible to pay to SSOs a salary and to provide the SSOs employment benefits in accordance with the applicable salary schedules and employment practices of the Interested Party, including, but not limited to, sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance.
4. SSOs shall be subject to all other personnel policies and practices of the Interested Party, except to the extent such policies or practices are modified to comply with the terms and conditions of the Contract executed resulting from the Proposal of the Successful Party or Parties.
5. The Interested Party shall provide workers compensation for SSOs when assigned and on duty at extra-curricular and/or extra-class school events.

6. The Interested Party, in its sole discretion, shall have the power and authority to hire, discharge and discipline SSOs and their supervisors. The Interested Party shall agree to consult with and to ask for a non-binding recommendation from the school Principal and WS/FCS district staff in regard to the hiring, evaluation, discipline and termination of the SSO assigned to a particular school.
7. The Interested Party shall agree to maintain the confidentiality of its personnel records. The WS/FCS agrees to respect the confidentiality of the Interested Party's personnel records.
8. The Interested Party shall hold WS/FCS free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SSOs against the Interested Party and WS/FCS.
9. In the event a SSO or a supervisor is absent from work for any reason, the Interested Party shall employ and/or assign a substitute SSO for the SSO who is absent.

**C. Program Funding, Costs and Method of Reimbursement.**

1. Proposals shall include sufficient funds to employ, train, evaluate and supervise one SSO for each school and not less than one (1) supervisory employee. An Interested Party may submit a proposal to provide all of the personnel requested or the personnel for only one (1) or more specific schools.
2. Proposals shall include sufficient funds to include salaries of the SSOs and supervisors, employee benefits, uniforms, equipment, and all other operating and administrative expenses.
3. The SSOs' employment benefits, should include, but not necessarily be limited to, health and hospitalization insurance, sick leave and annual leave, holiday pay, retirement, disability insurance, workers compensation, unemployment compensation, and Police Professional Liability insurance to cover the SSOs, Interested Party and the WS/FCS.
4. Proposals shall include a budget for training of SSOs and their supervisors.
5. Proposals shall include sufficient funds to employ or assign substitute officers on those days when an SSO is absent due to illness, injury, court appearance, annual leave or any other cause.
6. While an Interested Party may submit a proposal that includes providing each SSO and supervisor with a fully equipped law enforcement vehicle, the cost to lease or purchase the vehicles, the costs of operation, the costs of their repair and maintenance and the costs to insure the vehicles shall be listed separately on the proposal as an added alternate. The WS/FCS reserves the right not to accept this added alternate.
7. It is further understood the SSOs shall serve the WS/FCS during the regular school year and shall work the same schedule as teachers employed by the WS/FCS. The Interested Party, in its discretion, may, but is not required by this RFP, to employ SSOs for a term

exceeding the WS/FCS school year or may assign the SSOs to perform other security or law enforcement functions when the WS/FCS is not in session for students. The WS/FCS school year, as defined herein, shall include days in which schools are open for summer school, extended school day, extended school year, freshman orientation or other similar program occurring outside of the normal school day or school year for teachers.

8. The Interested Party shall bill WS/FCS for its costs on a quarterly basis. The WS/FCS shall agree to pay the agreed amount due to the Interested Party or Parties on the 15th day of the month following the last day of the quarter provided the bill is received on or before the last business day of the quarter.
  - a. First Quarter: July 1 through September 30
  - b. Second Quarter: October 1 through December 31
  - c. Third Quarter: January 1 through March 31
  - d. Fourth Quarter: April 1 through June 30.

**D. Term of Agreement.**

1. The Initial term of the Agreement shall be one (1) calendar year, commencing July 1, 2009, and ending on June 30, 2010.
2. The WS/FCS desires the option to extend the Contract executed resulting from the Proposal of the Successful Party or Parties for additional and successive terms of one (1) calendar year for up to four (4) additional terms unless the not renewed. Proposals shall state the terms and conditions upon which the Interested Party would be willing to extend the agreement for the proposed additional four(4) terms.

**VI. STANDARD OPERATING PROCEDURES - SSO PROGRAM.**

- A. Standard Operating Procedures Manual.** Within six (6) calendar months of execution of a contract for the services contained herein, the Interested Party shall assist the WS/FCS with the development of a manual, policy and/or regulation regarding the roles of WS/FCS school administrators and SROs or CPOs within the WS/FCS.

**B. Duty Hours**

1. The regular number of hours a SSO shall be on duty shall be 42.75 hours per week. In the alternative, SSOs may be employed up to 171 hours during a 28 calendar day period. Specific SSO duty hours at a particular school shall be set by mutual agreement between the WS/FCS, at the direction of the Assistant Superintendent for Operations or his designee, or the Principal of the school to which the officer is assigned, and the Interested Party, by the officer in charge of the SSO program.
2. SSOs shall be on duty at an assigned school(s) from thirty (30) minutes before the beginning of the student instructional day until thirty (30) minutes after the end of the student instructional day unless modified by mutual agreement between the Interested Party and the WS/FCS, at the direction of the Assistant Superintendent for Operations or his designee, or the Principal of the school to which the officer is assigned. This totals

approximately 38 hours and 45 minutes per week. The remaining four (4) hours of the work week shall be assigned to provide after school and/or evening security at school events and/or to pursue criminal investigations of school-related crimes on or off campus.

3. Time spent by SSOs attending court for juvenile and/or criminal cases arising from and/or out their employment as an SSO shall be considered as hours worked pursuant to this Agreement.
4. Time spent traveling to, at and/or traveling from the Forsyth County Detention Center, Juvenile Detention Facility and/or similar facility for the purpose of processing students or persons arrested or detained due to conduct on or off school property shall not be considered hours worked pursuant to this Agreement.

#### **B. Basic Qualifications of SSOs.**

1. School Resource Officers must meet all of the following basic qualifications:
  - a. Be a commissioned law enforcement officer and should have two (2) calendar years of law enforcement experience;
  - b. Possess a sufficient knowledge of the applicable federal and state laws, city and county ordinances, and Board polices and regulations;
  - c. Be capable of conducting criminal investigations;
  - d. Possess even temperament and set a good example for students;
  - e. Possess communications skills which would enable the officer to function effectively within the school environment; and
  - f. Have the training and authority to carry a firearm.
2. Campus Police Officers must meet all of the following basic qualifications:
  - a. Have and maintain the same minimum pre-employment and in-service standards as are required for State law enforcement officers by the North Carolina Criminal Justice Education and Training Standards Commission, and must meet and maintain any other preemployment and in-service requirements set by the Attorney General as provided by N.C.G.S. § 74E-8; and
  - b. All of the other qualifications of a School Resource Officer described hereinabove.

#### **C. Duties of SSOs.**

1. To provide security and law enforcement for and to protect lives and property of the employees, students and visitors of the WS/FCS and the schools set forth hereinabove who are lawfully authorized to be on School and Facility property;

2. To enforce federal, state and local criminal laws and ordinances, and to assist school officials with the enforcement of those Board policies and administrative regulations regarding student conduct that are also crimes;
3. To investigate criminal activity committed on or adjacent to school property;
4. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student;
5. To answer questions from students and others about North Carolina criminal or juvenile laws;
6. To assist other law enforcement officers with outside investigations concerning students attending the school to which the SSO is assigned;
7. To provide security for special school events or functions, such as athletic events and PTA meetings, at the request of the Principal or Assistant Superintendent for Operations or his designee;
8. To prevent and/or detect intrusion, entry, larceny, vandalism, abuse, fire, or trespass on school property;
9. To prevent, observe and/or detect unauthorized activity on school property;
10. To control, regulate, and/or direct of the flow or movement of the public, whether by vehicle or otherwise, to the extent and for the time directly and specifically required and necessary to assure the protection of School and Facility property;
11. To perform other duties as set forth in the Contract executed resulting from the Proposal of the Successful Party or Parties; and
12. To perform other duties as requested and agreed upon by the WS/FCS and the Successful Party or Parties.

**E. Chain of Command.**

1. As employees of the Interested Party, SSOs shall follow the chain of command as set forth in the Interested Party's Policies and Procedure Manual.
2. In the performance of their duties, SSOs shall coordinate and communicate with the Principal or the Principals' designee of the school to which they are assigned.
3. The SSO shall keep the Principal informed of all crimes or reported crimes that occur on campus or at school activities.
4. If possible and allowed by the situation, the SSO shall orally or by telephone notify the Principal or the Principal's designee prior to arresting or otherwise removing a student or

staff member from school property. If not possible and allowed prior to arrest or removal, the SSO shall notify the Principal or the Principal's designee of such arrest or removal as soon as possible after the arrest or removal and, without exception, on the same day of such arrest or removal. All questions from parents regarding the arrest or removal of students from school property will be forwarded to the SSO who shall answer such questions.

5. The SSO shall notify the parent(s) of any student arrested or removed from school due to the commission of a crime.
6. The SSO shall notify the Principal or the Principal's designee of any reported crimes which occur off campus but may have an impact on the normal operation of the school day.
7. The Principal or his designee shall report all crimes listed in N.C.G.S. §115C-288(g) to the SSO.

**F. Training/Briefing**

1. All SSOs shall be required by the Interested Party to attend training and briefing sessions. These sessions will be held at the direction of the Interested Party or the WS/FCS. Briefing sessions will be conducted to provide for the exchange of information between the appropriate local law enforcement agencies and SSOs. The WS/FCS safety manager or his designee shall have the right to attend the briefing sessions and to participate in the briefing of the officers.
2. Training sessions will be conducted by the Interested Party to provide SSOs with appropriate in-service training such as updates in the law, in-service firearm training, and in-service stun-gun training.
3. The WS/FCS agrees to provide and will provide training for SSOs on applicable and relevant Board policies, regulations and procedures.
4. Training for SSOs sponsored or required by the Interested Party shall occur outside of the normal school day for students or the school year for teachers, unless such occurs on a student work day or staff development day. In the event a training session for an SSO is required during the normal school day for students or the school year for teachers and the Interested Party or the SSO provides written documentation the training session cannot be scheduled at a time and/or date that does not interfere with the SSO's service as set forth herein, the Interested Party shall place a substitute officer at the school(s) served by the training SSO(s). Otherwise, the SSO assigned to the school shall be present on such date. It is expected that an SSO shall be present at the above-listed schools each scheduled day.

**G. Supplies and Equipment.** The Interested Party agrees to provide and shall provide each SSO and supervisor with the following equipment:

- a. A law enforcement style uniform;

- b. A standard issue pistol and rounds of ammunition;
- c. Office supplies and forms required in the performance of their duties; and
- d. The usual and customary training materials for law enforcement officers and/or campus police officers.

**H. Transporting Students.**

- 1. SSOs shall not transport students in their personal vehicles except:
  - a. when the students are victims of a crime, under arrest, or some other emergency circumstances exist;
  - b. when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child and the student is disruptive or disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel; and
  - c. If otherwise in accordance with the policies and procedures of the Successful Party.
- 2. Students shall not be transported to any location unless the student's parent, guardian or custodian is contacted and mutually agrees upon the destination to which the student is transported.

**M. Investigation, Interrogation, Search and Arrest Procedures.** The standard operating procedures for the investigation of crimes and interrogation, search and arrest of students are as follows:

- 1. Interrogation Procedures. In the event a crime is committed at school or at a school activity, the Principal or Assistant Principal, with the assistance of the SSO, should:
  - a. Question any witnesses to the event to determine whether a crime was committed and, if so, who committed the crime. The SSO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of WS/FCS. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official, but, if immediate action is necessary or in an emergency situation, the SSO may interrogate a student without the presence of a school official.
  - b. Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed in custody during the initial interview or interrogation, unless required by the SSO. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease and the suspect's request

should be granted unless there is a reasonable cause to detain the student for questioning.

2. If a student is detained, placed in custody or arrested, the student must be advised prior to further questioning by a SSO:
  - a. That he/she has the right to remain silent;
  - b. That anything he/she says can be used against him/her in a court of law;
  - c. That he/she has a right to have a parent, guardian or custodian present during questioning;
  - d. That he/she has a right to talk with an attorney before asking any questions and he/she has a right to have his/her attorney present with him/her during questioning;
  - e. That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and
  - f. That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.
2. If the suspect is under fourteen (14) years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set forth in N.C.G.S. § 7A-595. An admission or confession resulting from a custodial interrogation may not be admitted into evidence in a court of law unless the confession or admission was made in the presence of the juvenile's parent, guardian, custodian or attorney.
3. If the student is fourteen (14) years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian or attorney may be waived by the student.

#### **N. Search Procedures.**

1. If a school official has reasonable grounds to suspect a search of a student or a student's possessions will discover evidence the student has violated or is violating the law, Board policy or school rules, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SSO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence will be held for or turned over to the SSO.
2. If an SSO reasonably suspects a search of a student or a student's possessions will uncover evidence the student has violated or is violating either the law, Board policy or school rules, the SSO shall report his/her suspicions to a school administrator who shall, in conjunction with the SSO, determine whether to search the student.

3. School officials shall not conduct a strip search without a search warrant. A strip search is defined as a search of a student's person that requires the student to remove his/her clothing down to his/her underwear in order to determine if evidence is concealed within the student's undergarments or on the body. The term does not include the removal of outer garments such as coats, hat, shoes etc. If probable cause exists to believe a student has concealed or is concealing evidence of criminal misconduct within his/her undergarments, the SSO should assist the school official in obtaining a warrant to search the student.
4. **Reporting of Serious Crimes.** If a search uncovers evidence of a crime as listed in N.C.G.S. § 115C-288(g), the school official shall notify the SSO, the student's parent/guardian and the appropriate Assistant Superintendent.

**O. Arrest Procedures - School Related Crimes.**

1. **Juveniles.** When a SSO arrests or takes a juvenile under the age of sixteen (16) into custody, he/she shall select the least restrictive courses of action appropriate under the circumstances and meeting the immediate needs of the juvenile and the school.
2. **Students Sixteen (16) Years of Age and Older.** When a SSO arrests or takes a student who is sixteen (16) years of age or older into custody, he/she shall select the course of action that is appropriate under the circumstances.
  - a. If circumstances permit, the SSO and Principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal at that time.
  - b. If the school initiated the arrest of the student, the Principal or his designee shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.
  - c. If the SSO initiated the arrest, the SSO shall contact the student's parent as soon as practicable after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest and the location to where the student is being transported.

**S. Arrest Procedures - Crimes Committed off Campus.**

1. School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the result of or a continuation of misconduct which occurred at school or the crime occurs in the presence of a school employee or school official.
2. Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SSO shall assist school officials and

coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

**T. Investigation and Arrest Procedures - Other Crimes Committed off Campus.**

1. Investigations Involving Students Under Fourteen (14) Years of Age.
  - a. As a general rule, the SSO and other law enforcement officials shall not interview any students under fourteen (14) years of age, witnesses or suspects, at school during school hours concerning crimes committed off campus.
  - b. If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under fourteen (14) years of age at school during school hours:
  - c. The officer shall contact the Principal and/or SSO in advance and state the reason(s) to conduct an interview of a student at the school;
  - d. The investigating officer or SSO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;
  - e. No student under fourteen (14) years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney is present;
  - f. The officer, Principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and
  - g. As a general rule, school officials should not be present during the interview of a student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

**U. Investigations Involving Students 14 Years of Age or Older.**

1. SSOs and other law enforcement officials may interview and interrogate students fourteen (14) years of age or older (suspects or witnesses) at school during school hours.
2. The SSO or investigating officer should contact the Principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;
3. The SSO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation;
4. The SSO or investigating officer shall make a reasonable effort to notify the student's parent or legal guardian and to offer the opportunity to be present during the interrogation.

5. Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect. However, the SSO shall notify the student's parent or guardian as soon as possible after the completion of the interview to inform the parent of the nature and purpose of the interview.
6. As a general rule, school officials should not be present during the investigation. However, at the request of a student, SSO or investigating officer, a school official may be present during the questioning.

V. **Bomb Threats.** It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SSO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, such incidents shall be reported by the Principal to the appropriate Assistant Superintendent and to the SSO.

W. **Controlled Substances.**

1. School officials shall notify the SSO in all cases involving the possession, sale or distribution of alcohol or controlled substances at school or school activities.
2. Any alcohol, controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SSO for proper identification and eventual destruction.
3. If there is probable cause to believe that a student or any other person has possession of a controlled substance at or near a school and the possession of the substance would be a felony under the Controlled Substances Act, the SSO shall be notified and the SSO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant shall be in the discretion of the SSO.
4. If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SSO shall be notified and the SSO shall file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant shall be in the discretion of the SSO.
5. If there is probable cause to believe that a student or other person is in possession of or has possessed or is under the influence of a controlled substance at school or a school activity and the offense is a felony, the SSO shall be notified and the SSO shall file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be in the discretion of the SSO. If the offense is a misdemeanor, the SSO shall be notified and the SSO should consider filing a juvenile petition or seek a criminal warrant.
6. Use of Drug Sniffing Dog. If the Interested Party has drug sniffing dogs trained to locate controlled substances as part of their normal police or law enforcement force or department, the WS/FCS desires a proposal for the following:
  - a. A minimum of one (1) visit by a drug sniffing dog to each WS/FCS high school per month; and

- b. A minimum of two (2) visits by a drug sniffing dog to each WS/FCS middle school per academic quarter.

#### **X. Riots and Civil Disorders.**

1. In the event a riot or civil disorder occurs on a school campus, the Principal AND the SSO shall discuss and agree upon a response to the situation.
2. If in the opinion of the Principal AND SSO, additional law enforcement personnel are needed to restore and/or maintain order, the SSO will contact the appropriate law enforcement agency and request that assistance. The Principal or his designee also shall notify the appropriate Assistant Superintendent and Director of Public Information or his office.
3. To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.
4. The Principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
5. If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus or on campus away from the disturbance until order is restored.
6. The SSO or officer in charge shall consult with the Principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.
7. The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under sixteen (16) years of age who have been removed from campus be released to the news media.
8. Students engaged in misconduct may be suspended immediately without a pre-suspension hearing but arrangements shall be made by the principal to provide an opportunity for the students to be heard within 24 hours of their suspension.

#### **VII. ACCESS TO EDUCATION RECORDS**

- A. School officials shall allow SSOs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, SSOs and law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations and as allowed by the Family Educational Rights and Privacy Act (FERPA).
- B. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SSO only the

information necessary to respond to the emergency situation based on the seriousness of the threat to someone's health or safety and the extent to which time is of the essence.

- C. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a court order, search warrant or subpoena to produce the records unless the parent or a student, if eighteen (18) years or age or older and no person has been appointed legal guardian of the student, grants permission for the SSO to access and inspect the student's education records.
- D. SSOs and school administrators may share a student's confidential education records and juvenile records in accordance with an Order entered by the Forsyth County Chief Resident District Court Judge on January 5, 2001.

### **VIII. SURVEILLANCE CAMERAS.**

- A. The WS/FCS and SSOs shall jointly operate and monitor surveillance cameras in the WS/FCS in an effort to anticipate, prevent, or monitor possible violations of the law and Board policies on student conduct as provided by N.C.G.S. §132-1.4. The WS/FCS agrees to own and maintain the said surveillance cameras.
- B. **Permissible Locations.** Video surveillance cameras may be used or placed in the following locations on campus:
  - 1. Outdoor facilities such as parking lots, walkways, picnic areas, athletic fields and stadiums and points of ingress and egress.
  - 2. Indoor facilities such as foyers, lobbies, hallways, and other common areas.
  - 3. School Buses, both regular and activity buses.
- C. **Impermissible Locations.** Video surveillance cameras may not be used or placed in offices, classrooms, laboratories, locker rooms, restrooms or any location in a school where students are receiving instruction.
- D. **Notice.** School employees and students shall be notified through student/parent and staff handbooks that video surveillance may occur on district property.
- E. **Video recording.** Any recording made by a surveillance camera, on tape or digitally, shall not be considered a public record as defined in the North Carolina Public Records Act subject to the following limitations.
  - 1. As a general rule, the video record shall be maintained for a period not to exceed thirty (30) calendar days unless specifically maintained as evidence of a crime or school misconduct. Copying over a previous recording on videotape or in a digital file is a permissible method of destroying an out-of-date video recording.
  - 2. This procedure is based on the presumption and belief that neither students, staff or guests have a reasonable expectation of privacy in those events that occur in plain view

of other students, staff and guests in those public areas of a school campus subject to video surveillance as described above.

3. If a surveillance camera records unlawful conduct or conduct in violation of Board Policy on employee or student conduct, the record shall be admissible as evidence in any proceeding regarding the discipline of any student or staff member. In the event a video recording is used or intended for use as evidence in a student or employee disciplinary proceeding the recording is and shall be considered a confidential student record as provided by the FERPA and Policy 5125, Privacy of Student Records, and/or N.C.G.S. § 115C-402; a confidential personnel record as defined in and provided by N.C.G.S. § 115C-319; and/or a records of a criminal investigation as provided by N.C.G.S. § 132-1.4.
4. The Interested Party and the WS/FCS agree to provide equal access to the said recording for use in any juvenile, criminal or board of education disciplinary proceeding and agree to share the recording with the other.

**IX. REPORTING.** An Interested Party awarded a contract for the services described herein shall provide to the WS/FCS monthly reports of arrests of students for crimes committed on school property, investigations of matters occurring on school property, and results of the visits by drug sniffing dogs on school property.

**X. INSURANCE AND INDEMNIFICATION.**

- A. The Interested Party shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than one million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the agreement as well as any insurance required by Chapter 74C and/or 74E of the North Carolina General Statutes as applicable to the Proposal.
- B. The Interested Party agrees to hold the WS/FCS, its members, agents, employees and/or representatives, free, harmless and fully indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SSO officers or the SSO program.

**XI. EVALUATION.** The WS/FCS shall annually evaluate the SSO program and the performance of each SSO on forms developed jointly by the parties. It is further understood the WS/FCS evaluation of each officer is advisory only and the Interested Party retains the final authority to evaluate the performance of the SSOs.

**XII. DOCUMENTS.** All Interested Parties are required to submit the Proposal in writing via U.S. Mail, Federal Express or similar courier, or hand delivery. Proposals will not be accepted by facsimile or electronic mail. Envelopes should be sealed when submitted.

**XIII. DUE DILLIGENCE.**

- A. Interested Parties are required to satisfy themselves, by personal examination and inspection of the sites upon prearranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract.
- B. No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Interested Party's failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Interested Party to fulfill in every respect all the requirements, specifications, etc; nor will same be accepted as a basis for any claim for extra compensation.

**XIV. AUDITING.** The proposal shall acknowledge the legal right of the WS/FCS to conduct an appropriate audit of the books and records maintained by the Interested Party in connection with the services provided under the agreement with the WS/FCS.

- A. **COMPLIANCE WITH STATE LAWS AND REGULATIONS.** The Interested Party shall be required to comply with any North Carolina State Law and/or regulations applicable to the Party's proposal.

**XV. CONFLICT OF INTEREST.** The Interested Party hereby covenants and agrees there is no officer or employee of the WS/FCS forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit there from.

**XVI. INDEPENDENT CONTRACTORS.** The WS/FCS and the Interested Party are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

**XVII. GOVERNING LAW.** The Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of North Carolina with venue in Forsyth County.

**XVIII. WS/FCS CENSUS INFORMATION.**

- A. The WS/FCS has approximately 52,000 students.
- B. The WS/FCS employs approximately 9,000 full and part-time faculty and staff.