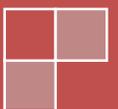




Contract Guidelines for Armed Security Officers on Campus



CONTRACT GUIDELINES FOR ARMED SECURITY OFFICERS ON CAMPUSES

In addition to all other requirements and provisions in this contract, there are guidelines that apply strictly to Armed Security Officers as these positions call for higher standards of qualifications, performance and scrutiny than unarmed staff. These guidelines are outlined in the following sections:

I. Authority and Jurisdiction, Permits, Licenses, and Adherence to Laws

A. Prior to commencement of work under this contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the state and local jurisdictions in which the services are to be performed to:

1. Obtain all licenses and permits required for each Armed Security Officer and supervisor to serve as an Armed Security Officer in the State of California. The Contractor will not be reimbursed for services rendered by an Armed Security Officer lacking appropriate permits and certifications. Contractor services rendered by an Armed Security Officer lacking appropriate permits and certifications are nonconforming; such a breach is subject to legal remedy.
2. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this contract.
3. The Contractor shall furnish a legible copy of all legally required licenses and permits (including copies of permits and licenses issued to individual Contractor employees) to the designated District representative prior to the contract start date and again within fifteen (15) days after each anniversary of the contract start date. The Contractor shall complete and certify a written record that shows names and issue dates for each Contractor employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any work. The Contractor shall provide an updated record to the designated District representative upon request. The designated District representative shall have the express authority to examine these documents upon request at any time during the duration of this contract.
4. Obtain, possess, and maintain all business and corporate licenses required to operate as a business and as a California Department of Consumer Affairs Bureau of Security and Investigative Services licensed Private Patrol Operator in the State of California, prior to performing any work under this contract.

Important note: Failure by the Contractor to possess all required licenses upon award of the contract will be grounds for termination for cause.

B. In performance of work under this contract, the Contractor shall be responsible for maintaining current, valid copies of all licenses, permits, certifications, and registrations and for complying with all applicable federal, state, and local laws and regulations associated with licensing and permit issuance. The designated District representative shall have the express authority to examine these documents upon request, at any time, during the duration of this contract.

C. Failure by the Contractor to maintain valid licenses and permits will be cause for the designated District representative to take contractual actions, up to and including termination for default. For instance, if an Armed Security Officer's firearms permit expires, and he/she is legally required to

possess a valid license while armed, the Armed Security Officer be removed from the contract until a valid permit is obtained.

- D. Armed Security Officers must be approved by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services (BSIS) as a registered Security Guard licensed to carry an exposed firearm.

Active police officers and Level I and II reserve police officers may be exempt as per the BSIS "Security Guard Guide" published July 2012, "To carry a weapon as a security guard, a peace officer must have on his/her person, while performing the duties of a security guard, either a written authorization from his/her primary employer (law enforcement entity) giving the peace officer permission to carry a weapon while performing the duties of a security guard or the peace officer must have an Exposed Firearm Permit issued by the Bureau.

If the peace officer is unable to obtain the written permission from his/her primary employer (law enforcement entity) the peace officer must apply for the firearm permit."

- E. Armed Security Officers may only carry an on duty firearm of a type and caliber for which they have been licensed by BSIS, and approved by the Contractor. Exempt or former or retired police officers and others authorized by law to carry a concealed firearm may only carry a concealed firearm of the type and caliber approved by the agency authorizing the concealed firearm permit, and the Contractor and as authorized by the District.
- F. Armed Security Officers must carry their Exposed Firearm Permit (and, where applicable, concealed firearm permit) on their person while on duty, and must keep a current, legible photocopy on file with the Contractor. Failure by an Armed Security Officer to carry a valid Guard Card and Exposed Firearm Permit while on duty (and, where applicable, concealed firearm permit) shall result in the Armed Security Officer being removed from the armed post until the valid certificate or permit is obtained.

II. Qualifications of Personnel

A. General Qualifications

To be eligible to perform under this contract, all Armed Security Officers must meet, to the satisfaction of the designated District representative the following requirements:

1. Be a citizen or legal resident of the United States of America.
2. Have a Social Security Card issued and approved by the Social Security Administration.
3. Be at least 21 years of age. While there is no limit as to the maximum age of Armed Security Officers, all Armed Security Officers must be able to withstand the physical demands of the job and must be capable of responding to emergencies.
4. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
5. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bi-lingual Armed Security Officers may be an asset to the Contractor, but in no circumstances may the Contractor permit an Armed Security Officer who does not have a good command of the English language to work under this contract.
6. And meet one of the following experience/education requirements:
 - a. Five (5) years of armed security experience within the past eight (8) years; or
 - b. An Associate's Degree in a related field and at least three (3) years of security experience; or
 - c. Three (3) years of active duty military or National Guard experience; or
 - d. Six (6) years of reserve military or National Guard experience; or
 - e. Successful completion of Police Officer's Standard Training (POST) course; or
 - f. Any reasonable combination of the above.

Note: Prior military or National Guard experience must be verified by the Form DD-214 including separation codes. Discharge under other than honorable conditions will exclude the armed services experience as a qualifier, and may eliminate the candidate from further consideration.

Disqualifying factors include conviction of a felony, or a crime of violence, or a serious misdemeanor, or domestic violence, or a crime involving a minor; or driving while intoxicated or reckless driving within the past three years, or a controlled substance violation (except those disallowed for consideration by law) or falsification of information provided on Contractor, background investigation, or District forms.

Lautenberg Amendment Statement

Armed Security Officers must submit to Contractor a signed and dated "Domestic Violence" certification satisfying the Lautenberg Amendment that states s/he has not been convicted any offense related to domestic violence. This form must be resubmitted concurrent with each semi-annual firearms re-qualification.

B. Medical and Physical Qualifications

1. General

- a. The Contractor shall ensure all Armed Security Officers working under the contract meet the medical requirements described in the following sections. The District will not grant any waivers of the medical standards, except that Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage are exempt.
- b. The Contractor is also responsible for ensuring that all Armed Security Officers are able to perform the essential functions described in Addendum B, with or without reasonable accommodation. If one of the Contractor's employees alleges that s/he has a disability and requires a reasonable accommodation to perform the essential functions of the job, it is the Contractor's sole responsibility to discuss reasonable accommodation with its employee and to decide what accommodation, if any, to provide at its own expense.
- c. The Contractor, not the District, is responsible for complying with all provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336) (ADA) and the Rehabilitation Act of 1973 (29 U.S.C. -2.2)

2. Medical Standards

- a. The Contractor shall require all of its armed security officers to undergo a pre-employment medical/physical examination, and every three (3) years thereafter. The Contractor shall ensure that all of its uniformed employees meet the medical standards set forth in Addendum C. Examinations shall be administered by a licensed physician and documented on a form suitable to the District.
- b. If an employee of the Contractor claims that s/he has a disability that prevents him/her from meeting the medical standards or performing the essential job functions, it is the Contractor's responsibility to obtain medical verification of the disability and to provide reasonable accommodation, if necessary, at its own expense. No armed officer shall be permitted to work under the contract until the certificate and medical documentation has been reviewed and approved for compliance by the Contractor.

3. Physical Demands

- a. Armed Security Officers are expected to be physically able to perform physical tasks or functions in the performance of their assigned duties as detailed in Addendum A.
- b. Physical stamina and all of its elements (endurance, strength, fortitude, physical tolerance, etc.) is a basic requirement of this position. Individuals deemed incapable of performing the above tasks or functions will be removed from the contract upon the District designated representative's request.
- c. The Contractor shall be responsible for encouraging and promoting employees assigned to this contract to maintain an ongoing and regular program of physical fitness.
- d. The Contractor shall ensure that all Armed Security Officers assigned to work under the contract are in good general health without physical and/or psychological impairments that would interfere with the safe and efficient performance of their duties.

III. Screening

A. **Initial and Recurring Drug Screening**

As part of the medical examination, all Contractor employees must comply with an initial urine drug screening that tests for the following five (5) substances at the following cutoff levels (nanogram per milliliter, ng/ml):

<u>Substance</u>	<u>Cutoff Level (ng/mL)</u>
1. Marijuana metabolites	50
2. Cocaine metabolites	300
3. Opiate metabolites	2,000
4. Phencyclidine	25
5. Amphetamines	1,000

1. The Contractor will perform random drug screening of 25% of the Armed Security Officer force assigned to this contract over a 12- month period. Armed Security Officers must resubmit to a urine drug screening upon renewal of physical forms every three (3) years.
2. The Contractor will immediately perform a targeted, for-cause drug screen on any armed security officer who appears to be under the influence of alcohol or any controlled substance, and will immediately perform a targeted post-incident drug screen following any on duty driving incident or collision, or on duty use of force.
3. Drug screening methodology shall conform to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration's (SAMHSA) "Mandatory Guidelines for Federal Workplace Drug Testing Programs." These guidelines can be accessed via the Internet at: www.health.org/GDLNS-94.htm or at: <http://wmcare.samhsa.gov>. The Contractor will use a SAMHSA's approved laboratory for testing.
4. Other drug testing methods (hair, sweat patch, etc.) are not acceptable for the purposes of this contract, due to widely varying standards of testing and laboratory reliability results.
5. The presence of a positive reading for any of the above substances over the designated cutoff level for that substance shall automatically disqualify an applicant from working under this or any District contract. Since most drugs are metabolized within a short period of time (from several hours to several days), the Contractor shall not permit any applicant to take multiple tests in order to receive an acceptable reading.

B. **District Requested Screening**

The designated District representative shall have the right to request targeted urine drug screenings where there is a reasonable belief by the District that the Contractor employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the representative will advise the Contractor in writing that s/he requests a drug screening of a specific Armed Security Officer.

Once the written request is received, the Contractor shall arrange for the test to be conducted as soon as possible, but not later than three (3) working days. The Contractor shall pay the Contractor

employee the normal hourly rate/salary for all time associated with taking the screening. Each screening shall follow the guidelines described above. Contractor employees who undergo targeted urine drug screenings may continue working under the contract until the results have been provided to the Contractor.

In the event that the results of any targeted urine drug screening are negative, the District shall bear the expense of the screening. (NOTE: This does not apply to the pre-employment urine drug screening). The Contractor shall invoice the District for the actual cost of the drug screening plus the hourly rate paid to the Contractor employee(s) to take the test.

In the event that the results are positive, the Contractor shall immediately remove the Contractor employee(s) with a positive reading from the contract/call and immediately inform the designated District representative of the results and the employee's removal from the contract. Additionally, the Contractor shall bear all the expenses relating to the test for the employee(s) with the positive reading.

C. Background Screening

Contractor must cause a minimum seven (7) year criminal history check to be conducted that includes every county of applicant's residence and work. Disqualifying information more than seven (7) years old, if uncovered by the records search, is deemed relevant although not automatically disqualifying. Live files searches must be conducted of official courthouse records by hand or computer. Current results obtained from third party live investigators (i.e. "courthouse runners") is acceptable, but information from data aggregators/brokers is not acceptable.

Background investigation must include computer searches of any publically accessible federal, state and local databases for sex offenders, domestic violence, and "watch lists." Searches must be conducted for each county and/or city (as available) where applicant has lived or worked in the past seven (7) years. Contractor must make a good faith effort by other sources, if available, to validate or discredit any negative results obtained.

Contractor must obtain a Social Security Number Trace as an independent means of validating addresses provided by applicant.

(Editor's note: Assumes contract already requires a driver's license record check for any driving positions, Federal I-9, etc. for all hires.)

IV. Conduct of Armed Security Officers

A. General

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
2. Each Contractor employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the District. The designated District representative has the authority to cause the retraining (at the Contractor's expense), suspension, or removal of any Contractor employee from the contract who does not meet and adhere to the Standards of Conduct as required in this contract.
3. The District may request the Contractor to immediately remove any employee from this contract should it be determined that the employee has been disqualified for employment suitability, performance suitability, or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable delinquencies or violations of the Standards of Conduct.

B. The Contractor is responsible for ensuring that their employees conform to acceptable standards of conduct. The actions, behaviors, or conditions detailed in Addendum D are cause for immediate removal from performing on the contract.

C. All Contractor personnel are expected to behave courteously and professionally toward all persons encountered in the performance of contract related duties, students, faculty and staff, and the general public. The designated District representative may require retraining, suspension, or dismissal of any Contractor employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this contract.

D. The designated District representative will make all determinations regarding the removal of any employee from any or all locations where the Contractor has contracts with the District. Specific reasons for removal of an employee will be provided to the Contractor in writing.

V. BSIS School Security Officer Training

Armed Security Officers regularly assigned to this contract shall complete the BSIS eight-hour “School Security Guard Training” course prior to assignment and will be provided the necessary equipment and corresponding training detailed in Addendum E. Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage are exempt.

VI. Compensation of Armed Security Officers

Armed Security Officers on this contract shall be paid at the wages and benefit for Occupation Code 27102, Guard II, as specified by the most recent Register of Wage Determinations Under the Service Contract Act, U.S. Department of Labor, Employment Standards Administration Wage and Hour Division, Washington, DC 20210, for the applicable area.

(Editor’s note: As of 1-6-2016 the standard rate for armed private security officers for Los Angeles County is \$23.77 per hour, plus \$4.27 per hour in insurance, health and welfare benefits; plus minimum 2 weeks paid vacation and 10 paid holidays.

VII. Minimum Insurance Requirements

The Contractor shall provide the following:

General Liability:

- A. General Liability: \$5,000,000 per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage. Such policy shall include coverage for assault and battery, false arrest and use of firearms (where applicable).

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.

- B. Contractor's insurance to be primary and non-contributory.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- D. District to be named as "Additional Insured" by separate endorsement.
- E. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

Automobile Liability:

- A. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-day notice of intent to cancel, non-renew or make material change in coverage.

Workers' Compensation and Employer's Liability:

- A. Certificate of Insurance indicating "statutory" limits.
- B. Employer's Liability, \$1,000,000.
- C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

Professional Liability:

- A. \$1,000,000 Errors & Omissions/Professional Liability.
- B. 30-day notice of intent to cancel, non-renew or make material change in coverage.
- C. Executed Indemnity and Hold Harmless Agreement or similar provision should be included in the Service Contract.

Sexual Abuse or Molestation:

- A. \$3,000,000 Sexual Abuse Injury Limit of Insurance.
- B. All other requirements as provided under "General Liability (b through e)" above.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions:

1. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. To the fullest extent permitted by law, the District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy, or as a separate owner's policy.
 - b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. Any insurance proceeds available to Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contractor Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

Notice of Cancellation

Coverage required under this agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the state of California, or accepted by the Surplus Lines Association to do business in California.

Verification of Coverage

Contractor shall furnish the District with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Waiver of Subrogation

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ADDENDUM A

Qualifications of Personnel – Physical Demands

1. Subduing violent or potentially violent individuals;
2. Work greater than 10-hour days and have the ability to work additional hours due to unexpected activity;
3. Work under occasional tension or pressure;
4. Work alone while armed;
5. Frequent and prolonged walking, standing, sitting, and stooping;
6. Use of handcuffs and nonlethal weapons;
7. Use of handgun, make shoot/no-shoot decisions with handgun, fire handgun;
8. Occasional running or sprinting;
9. Respond to life threatening or emergency situation;
10. Climb while in pursuit or in an emergency situation (stairs);
11. Pull oneself over an obstacle;
12. Lift/carry/drag/pull/push heavy objects;
13. Physically subdue or engage in confrontation;
14. Physically control crowds or by-standers;
15. Pursue suspects on foot and subdue combative person after running in pursuit.

ADDENDUM B

Essential Functions

Essential job functions for armed security officers working under this contract:

1. Frequent and prolonged walking, standing, sitting, and stooping, up to 12 hours per day, either indoors or outdoors, during daytime or nighttime. Outdoor posts may require the individual to withstand extreme heat, humidity, cold, and/or severe weather (e.g., snow, sleet, rain, hail, wind) for up to four hours without shelter. Many posts have no chair/seating available; thus, the individual must be able to stand for up to four consecutive hours.
2. Frequent contact with students, faculty, law enforcement, and the general public, requiring the ability to speak clearly and distinctly and remain calm in stressful situations (e.g., confrontations with angry, distraught, disturbed, or violent persons).
3. Ability to remain on post up to four consecutive hours without eating, drinking, or relieving bladder/bowels.
4. Ability to maintain a high degree of alertness for up to 12 hours, with the ability to mentally and physically react quickly to a variety of unexpected and dangerous situations. Use of senses (sight, hearing, smell, touch) is necessary to discern unusual or dangerous situations.
5. Ability to use post security equipment (magnetometers, X-rays, CCTV); ability to use handcuffs, baton, chemical spray, Taser or similar devices, and firearm at any time while on duty.
6. Ability to read post assignments, write reports, and respond to both routine and emergency dispatches/orders.
7. Ability to subdue violent or potentially violent or disturbed individuals, or intervene in a crisis situation (e.g., provide emergency first aid/CPR/AED while waiting for arrival of emergency services personnel), and
8. Occasional running, sprinting, lifting heavy weights, moving heavy objects, climbing stairs (e.g., in responding to emergencies, ensuring timely and complete facility evacuations, giving pursuit, etc.).

ADDENDUM C

Medical Standards

All Armed Security Officers must meet the following medical standards:

1. **Vision:** Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must not test less than 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position.

Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be colorblind.
2. **Hearing:** Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels.
3. **Speech:** Individual must be able to speak clearly and distinctly. Any disease or condition that significantly interferes with the individual's ability to speak is a disqualifying factor.
4. **Cardiovascular System:** Any disease or condition that interferes with cardiovascular function and the individual's safe and efficient job performance is a disqualifying factor.
5. **Chest and Respiratory System:** Individual must have a healthy respiratory system. Any disease or condition that interferes with respiratory function and the individual's safe and efficient job performance is a disqualifying factor.
6. **Gastrointestinal System:** Individual must have a healthy gastrointestinal tract. Any disease or condition that interferes with gastrointestinal function and the individual's safe and efficient job performance is a disqualifying factor. An ulcer active within the past year may also be a disqualifying factor.
7. **Genitourinary System:** Individual must have a healthy genitourinary system. Any disease or condition that interferes with the individual's safe and efficient performance of the job is disqualifying.
8. **Endocrine and Metabolic Systems:** Any condition affecting normal hormonal or metabolic functioning and response that is likely to adversely affect the individual's safe and efficient job performance is a disqualifying factor.
9. **Musculoskeletal System:** Any condition that adversely impacts on the individual's movement, agility, flexibility, strength, dexterity, coordination, or the ability to accelerate, decelerate, or change directions, and that is likely to adversely affect the individual's safe and efficient performance of duties, is a disqualifying factor.

10. **Hematology System:** Any hematological condition that is characterized as chronic has caused a hematological crisis, or adversely impacts the individual's safe and efficient performance of duties is a disqualifying factor. Such conditions may include anemia or thrombocytopenia.
11. **Neurological Systems:** Any disease or condition that interferes with the individual's central or peripheral nervous system function and that is likely to adversely affect the safe and efficient performance of duties is a disqualifying factor. Any condition with loss of motor skills, muscle strength, cognitive function, coordination, or gait; sensory loss (limb, hearing, or vision); tremor; pain; or effect on speech is a disqualifying factor.
12. **Psychiatric Disorders:** Any disorder that affects the individual's judgment, cognitive function, or the safe and efficient performance of essential job functions, is a disqualifying factor.
13. **Dermatology:** Any disease or condition that may cause the individual to be unduly susceptible to injury or disease as a consequence of environmental exposures, including the sun, or which results in restricted functioning or movement and thereby impairs the safe and efficient performance of essential job functions is a disqualifying factor.
14. **Medication:** The individual's use of medications such as narcotics, sedative hypnotics, barbiturates, amphetamines, or any drug with the potential for addiction, that is taken for extended periods of time (e.g., beyond 10 days), or is prescribed for a persistent or recurring underlying condition, is a disqualifying factor.
15. **Organ transplantation and prosthetic devices:** Any transplantation or prosthetic device that adversely affects the individual's ability to safely and efficiently perform essential job functions is a disqualifying factor.

ADDENDUM D

Conduct of Armed Security Officers

The Contractor is also responsible for ensuring that their employees conform to acceptable standards of conduct. The following actions, behaviors, or conditions are cause for immediate removal from performing on the contract:

1. Disturbing papers on desks, opening desk drawers or cabinets, or using District equipment (i.e. computers, telephones, etc.) except as authorized by this contract and the post orders.
2. Using electronic equipment such as cellular phones, computers, personal digital assistants, electronic games, audio or video equipment, televisions, etc., or using or possessing personal reading materials (newspapers, magazines, books), engaging in academic studies, or playing games (cards, puzzles, etc.) while on duty, except as required by Contractor policy or post orders, or when expressly permitted.
3. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
4. Immoral or disorderly conduct, use of abusive or offensive language, or quarreling.
5. Intimidation by words or actions, or fighting. Participating in disruptive activities, which interfere with the normal and efficient operations of the District.
6. Theft, vandalism, immoral conduct, or any criminal actions.
7. Selling, consuming, or being under the influence of intoxicants, drugs, or substances, which produce similar effects; failure to pass drug screening test.
8. Improper use of official authority or credentials.
9. Unauthorized use of communications equipment or District property.
10. Violation of security procedures, Post Orders, memoranda, regulations, or other directives.
11. Failure to cooperate with District officials or law enforcement authorities during an investigation.
12. Failing to demonstrate courtesy and good manners toward students, faculty and staff, and the general public. Not displaying a respectful and helpful attitude in all endeavors.
13. Unauthorized use of District property, inclusive of communication equipment, phones or radios, or vehicles.
14. Conducting personal affairs while on duty, except while on an authorized break or meal period.
15. Entertaining or socializing with students, faculty or staff, co-workers (except while on authorized breaks) visitors, friends and family members, or members of the public.
16. Recommending an attorney or medical practitioner for any matter or incident involving actions occurring on District property, or granting special favors to any person including students, faculty and staff, family members or friends.
17. Disclosing any official information or making any news or press releases.
18. Engaging in audacious or demeaning discussions concerning District internal matters, policies, grievances, legal issues, or personalities; or financial, political, personal, or family matters with students, faculty and staff, family members, any known associate of the foregoing, or the public.
19. Disclosure of any information, except to the District designated representative or Contractor, involving security assignment(s), equipment, practices, procedures, operations, or other security related issue. (Disclosure to any other person shall require the expressed approval of the District designated representative.)
20. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, unreasonably delaying or failing to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of campus security, or any other act that constitutes neglect of duties. Violating security procedures or regulations.

21. Post abandonment or desertion; not remaining on duty until properly relieved.
22. Receiving traffic violations, notices, tickets (unless favorably adjudicated) while on duty. Violating or permitting others to violate campus parking procedures or regulations.
23. Gambling or unlawfully wagering or promoting gambling.
24. Knowingly associating with persons known to be convicted felons or persons known to be connected with criminal activities. (This does not apply to immediate family members).
25. Accepting or soliciting gifts, favors, or anything of value in connection with official duties.
26. Displaying unethical or improper use of uniform, uniform badge and/or other identification for other than official business while on or off duty.
27. Knowingly giving false or misleading statements or concealing material facts in connection with reports, records, investigations, or other proceedings.
28. Knowingly making false statement(s) about students, faculty or staff, other Contractor employees/officials, or the general public.
29. Involvement in any form of discrimination, or sexual harassment against other person.
30. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
31. Eating, smoking, drinking, or taking breaks in any location except those designated as authorized break and/or smoking areas as determined by the designated District representative.
32. Employment in any other position that would constitute a real or apparent conflict of interest.
33. Misuse of weapons or the carrying of any non-authorized weapons, as defined by federal, state, or local law in the jurisdiction where the violation occurs.

ADDENDUM E

BSIS School Security Officer Training

Armed Security Officers regularly assigned to this contract shall complete the BSIS eight-hour “School Security Guard Training” course prior to assignment and will be provided the necessary equipment and corresponding training. Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage are exempt.

A. BSIS School Security Training Course

1. Incident De-escalation Training

Armed Security Officers regularly assigned to this contract shall successfully complete the 16 hour “Verbal Judo” or a similar tactical communication training within 60 days of assignment. Training may be delivered by a facilitated classroom DVD presentation, online, or by live instructor.

2. Active Shooter Training

Contractor shall provide Armed Security Officers ongoing training addressing active shooter scenarios in schools and other public locations. Armed Security Officers will receive eight hours of training before assignment. Armed Security Officers will receive sixteen annual hours (targeted at four-hours per quarter) of continuing training.

Material will be drawn from contemporary expert sources, with particular emphasis on lessons learned from recent events. Contractor management will actively monitor media sources and maintain ongoing liaison with law enforcement resources to in order to process intelligence and deliver prompt, focused training in response to new incidents of campus violence that may expose a potential vulnerability at District location(s) or inspire a copycat actor.

Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage are exempt, except that Contractor shall provide them such relevant training as is appropriate for the special assignment.

3. First Aid/CPR/AED Training

Armed Security Officers must be certified in First Aid, CPR and AED. First Aid training will be to the American Red Cross standard, and recertification period. Each CPR course MUST provide practical training (e.g., on mannequins) on resuscitation techniques to the American Red Cross or American Heart Association standard, and recertification period. First Aid and CPR training must be completed prior to assignment to this contract. Training on AED devices installed at the District site will be provided by the District to Armed Security Officers at no charge to the Contractor.

B. Equipment and Training

1. Nonlethal Weapons and Training

Uniformed Armed Security Officers shall be equipped with a small flashlight (maximum of three AA or AAA batteries), four pair of medical grade protective examination gloves, one military or EMS grade field tourniquet, one or more pair of law enforcement grade handcuffs,

collapsible baton, nonlethal chemical agent (pepper spray, OC spray, mace, etc.), and a Taser or “stun gun” or similar device, as acceptable to designated District representative. Plainclothes Armed Security Officers shall carry as many of the specified items as determined to be practicable for the deployment by Contractor and designated District representative.

Each uniformed Armed Security Officer shall wear an appropriate, coordinated duty belt in black with belt keepers, and carriers for all duty carry items.

Armed Security Officers (except peace officers that are exempt from BSIS regulations) must possess valid BSIS permits to carry a baton, and nonlethal chemical agent (pepper spray, OC spray, mace, etc.) Armed Security Officers must be trained and certified to carry a Taser or stun gun. If at any time BSIS mandates training and/or a permit to carry a Taser or stun gun, Contractor will verify that Armed Security Officers assigned to this contract obtain the necessary permits.

BSIS permits for batons and chemical sprays do not expire. However, for this contract each routinely assigned Armed Security Officer must recertify in baton, and nonlethal chemical agents at a BSIS approved training facility at least once in each calendar year, and no sooner than five months following the previous certification.

Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage are exempt from the equipment requirements for baton, nonlethal chemical agent (pepper spray, OC spray, mace, etc.), and Taser or stun gun.

2. Knife

Armed Security Officers shall be equipped with a folding tactical knife with a blade that does not exceed three and one half inches. Handle color shall be black. Each Armed Security Officer shall wear an appropriate carrier on the duty belt. Plain clothes Armed Security Officers may carry the knife in a pocket.

3. Body Armor

Armed Security Officers shall at all times while on duty wear minimum Level II (Level IIIA recommended) concealed body armor in a suitable carrier. Carrier shall be of a color designated by the Contractor to be compatible with the uniform. Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage must wear minimum Level IIA concealed body armor with carrier at all times while on duty.

4. Firearms and Ammunition Requirements

Armed Security Officers on duty shall carry a personally owned sidearm of their own selection, subject to the following requirements: Must be an automatic pistol of any manufacture with a double-action only, or double/single action, or “safe action” firing mechanism. Single-action only pistols are not acceptable.

The trigger pull must be set to at least five (5) pounds. Caliber must be 9mm or larger. Barrel length must be at least three inches. Magazine capacity must be a minimum of six (6) rounds and may not exceed any applicable legal capacity. Pistol shall be carried fully loaded with a

live round chambered. Pistols with an external hammer will be carried with the hammer in the down resting position. Hammers equipped with a thumb safety will be carried in the safe position.

Pistols must be maintained within manufacturer's specifications. Prior to assignment on this contract, Armed Security Officers shall submit evidence from a certified armorer that their pistol has a minimum trigger pull of five pounds in every firing mode. Armed Security Officers deployed to District locations for temporary, emergency, or surge coverage are exempt from the armorer's report requirement.

Pistol and magazines will be loaded with factory made hollow point ammunition, selected and provided by the Armed Security Officer.

Peace officers employed on this contract may carry their employing law enforcement agency issued or authorized pistol.

Uniformed Armed Security Officers must carry their pistol in an exposed holster utilizing two retention mechanisms (SarfariLand rating Level III) and designated by the manufacturer for the specific pistol carried.

Plainclothes Armed Security Officers must carry their pistol in a concealed holster utilizing a minimum single retention mechanism (Safari Land rating Level II) designated by the manufacturer for the specific pistol carried.

Armed Security Officers shall carry a minimum of two additional, fully loaded magazines, in carriers suitable for the duty belt. Magazine carriers will be provided by the Armed Security Officer.

The specific pistol selected to be carried by the Armed Security Officer is subject to approval by the Contractor. The Contractor shall record the manufacturer, model and serial number of the weapon.

Armed Security Officers will report to duty in full uniform, equipment and armament. Where a locker room reserved exclusively for armed staff is provided, Armed Security Officers may report to duty in plain clothes and transport their firearm to and from the locker room in a locked carry case. No firearms will be stored on District property unless a gun locker with sufficient capacity is provided.

5. Firearms Training and Qualifications

- a. Armed Security Officers assigned to this contract must possess a BSIS Exposed Firearm Permit, which includes successfully completing a semi-annual firearms proficiency qualification course.
- b. The Contractor shall verify that all Contractor employees complete their semi-annual training and certification and maintain their BSIS Exposed Firearm Permit, and provide Contractor with a copy of their Guard Card and Exposed Firearms Permit.
- c. Peace officers who are exempt from BSIS firearms licensing requirements are exempt from this section.