



PALISADES CHARTER HIGH SCHOOL

AND

NAEROK GROUP INTERNATIONAL, INC.

SECURITY SERVICES AGREEMENT

This Security Services Agreement (“Agreement”) is effective as of July 5th, 2017 and is entered into by and between Palisades Charter High School (“PCHS”), on the one hand, and NAEROK Group International, Inc., a California Corporation, (“NGI”) with an address at 3850 Wilshire Blvd. Suite #302, Los Angeles, CA 90010, on the other hand. As used herein, PCHS and NGI may individually be referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. PCHS owns and operates its premises located at 15777 Bowdoin St. Pacific Palisades, CA 90272
- B. PCHS wishes to engage NGI to provide Security Services (as defined in in Section 1.1 Scope of Services below) for the purpose of providing security services to the High School campus premises.

CONTRACT

In consideration of the mutual promises herein contained, and for valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:



1.1 SCOPE OF SERVICES:

The intention of NGI is to negotiate a contract with PCHS, in which NGI will provide security guard services at the High School Education sites with security personnel to patrol, monitor, and maintain an orderly school climate where H.S. Education programs are being offered. NAEROK operates under PPO License # 17607 (see **Attachment C**).

- **Security Guard Services will include but are not limited to:**

Patrol the campuses, parking lots, and perimeter unarmed with a two-way radio.

Provide assistance to students, faculty, staff and visitors when requested.

Monitor campus safety and enforce driving, parking, and no smoking or loitering restrictions.

Remind and direct students to return to class following break times and in-between breaks.

Inform supervisor (and school administrator as needed) immediately of any suspicious or out of the ordinary activity.

Assist in maintaining an orderly school climate.

Assist in the opening of and closing of school rooms and facilities as needed.

Securing campus at the end of the day.

Ensure that all buildings and gates are locked before exiting the campus if no other groups are on campus

Be aware of PCHS's emergency procedures and site evacuation maps.

Perform other appropriate related security functions as requested by the authorized PCHS representative.

- **NGI will be responsible for:**

NGI will be responsible for providing coverage if regular security guard is sick or on vacation.

All security personnel must have a valid "guard card" issued by the State of

PCHS's Initials _____

NGI's Initials nlb



California on them while on PCHS sites. The security guard must wear a uniform so they're easily recognizable on campuses.

See Attachment "A" for additional requirements and conditions.

School Days Schedule

AM Shift: 8.5 hours with 30 minute lunch break (8 hr shifts)

- Security Officer (1) - Arrive at 6:45am and clock out at 3:15pm
- Security Officer (1) - Arrive at 7:00am and clock out at 3:30pm
- Security Training Officer (1) - Arrive at 7:15am and clock out at 3:45pm

Permits (Mon-Fri 3pm -11pm plus Sat & Sun 7am-7pm)

Mon- Fri PM Shift: 8.5 hours with 30 minute lunch break (8 hr shifts)

- Security Officer (1) - Arrive at 2:30pm and clock out at 11pm

Sat & Sun Shifts: 8.5 hours with 30 minute lunch break (8 hr shifts)

- Security Officer (1) - Arrive at 7:00am and clock out at 3:30pm
- Security Officer (1) - Arrive at 3:00pm and clock out at 7:00pm

Non-school days (weekdays)

AM Shift: 8.5 hours with 30 minute lunch break (8 hr shifts)

- Security Officer (1) - Arrive at 7:30am and clock out at 4:00pm

Please Note: PM Shifts M-F on Non-School Days are covered in the "Permits" section. Unscheduled security service can be requested by PCHS as needed throughout the year.

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1.2 TERM OF AGREEMENT

The term of the Agreement shall commence upon PCHS's execution of the Agreement and shall continue through and including July 5th, 2018 and may be renewed for 2 additional 12 month periods based on funding, pricing and performance.

1.3 AGREEMENT RENEWAL

NGI will provide firm rates for the initial term of the Agreement, as set forth in Section 1.6 below. Pricing changes may be considered by PCHS for additional contract terms; however, PCHS may cancel the Agreement if a requested price change is not acceptable. All contract renewals must be done in writing and signed by both Parties. Should a renewal not be entered into based on mutually agreeable terms, this Agreement shall terminate July 4th, 2018.

1.4 EXECUTION OF THE AGREEMENT

If our proposal is awarded by PCHS, The Agreement shall be signed by NGI and returned, along with the required Attachments, to PCHS within ten (10) working business days. The period for execution may be changed by mutual agreement of the parties. This Agreement is not effective until approved by PCHS's Board. Any work performed prior to receipt of a fully executed Agreement shall be at NGI's own risk.

1.5 TERMINATION OF AGREEMENT

PCHS may terminate the Agreement at any time for any reason upon 30 days' written notice to NGI. However, should PCHS terminate the Agreement, this will not preclude NGI from meeting obligations to other school districts that have entered into a contract with NGI utilizing the piggyback clause, if applicable.

1.6 COST OF SERVICES

Please see Spreadsheet on page 5



Location:		PALISADES CHARTER HIGH SCHOOL				
Security Services:		NAEROK SECURITY SERVICES COST ESTIMATE				
Considered Required for Proper Security/Safety						
	Day Shift School in Session		Day Shift Students Not In School		Permits Mon-Fri Afternoon/Evening (3pm-11pm) Plus Sat & Sun 7am-7pm	
Months	HOURS	COST	HOURS	COST	HOURS	COST
2017						
July (summer school)	0	\$0	236	\$6,041	140	\$3,584
August	288	\$8,099	160	\$4,096	288	\$7,373
September	456	\$12,823	32	\$819	280	\$7,168
October	528	\$14,847	0	\$0	284	\$7,270
November	384	\$10,798	8	\$205	224	\$5,735
December	240	\$6,749	8	\$205	128	\$3,277
2018						
January	408	\$11,473	8	\$205	216	\$5,530
February	432	\$12,148	8	\$205	176	\$4,506
March	384	\$10,798	48	\$1,229	316	\$8,089
April	480	\$13,498	0	\$0	444	\$11,366
May	480	\$13,498	32	\$819	192	\$4,915
June	528	\$14,847	8	\$205	204	\$5,222
Column Total:	4,608	\$129,578	548	\$14,029	2,892	\$74,035
Cumulative Total:		\$129,578		\$143,607		\$217,642

1.7 PAYMENT

NGI shall submit invoices for services rendered to PCHS, either by email, facsimile, or personal delivery. All invoices shall contain the proper pricing as specified in the Proposed Cost section above. In addition, all invoices shall include the appropriate purchase order number. Invoices not including the proper purchase order number may experience delayed payment. PCHS's payment terms are Net 30.

All invoices for payment must be submitted to Palisades Charter High School, Attn: Security Dept. 15777 Bowdoin St. Pacific Palisades, CA 90272 and shall be in sufficient detail to understand the services provided (i.e. who provided the services, date of services, hours,



description of services, etc.). PCHS reserves the right to audit NGI's records when deemed necessary to verify information on an invoice submitted.

1.8 COMMONLY EDUCATED COURSES

With the passage of SB 1626 in 1998, state law requires security guards in K-12 school districts or California community college districts to complete a course of training developed by BSIS. The law took effect July 1, 2000, and effects guards working on school property for more than 20 hours per week. The training requirement affects only guards employed pursuant to a contract between a K-12 school district or California community college district and a private patrol operator.

NGI will verify that the training of the individual Security Guards includes completion of the courses identified in **Attachment "C"**.

1.9 MISCELLANEOUS PROVISIONS

Notice. Any notice or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered either personally or by overnight delivery service or by Certified U.S. Mail/Return Receipt Requested, *and* also a courtesy copy shall be simultaneously sent by facsimile. All notices or demands must be given at the following addresses and fax numbers or such other addresses and/or fax numbers as may from time to time be designated by notice given as aforesaid and delivered as set forth below:

If to PCHS: Pailsades Charter High School
Attn: Security Dept.
15777 Bowdoin St
Pacific Palisades, CA 90272
Attention: Chief Compliance Officer

If to NGI: NAEROK Group International, Inc.
3850 Wilshire Blvd. #302
Los Angeles, CA 90010
Facsimile: (323) 596-0600

No Implied Waiver of Breach. Any waiver of any term and condition hereof must be in writing and signed by the party against whom it is sought to be asserted. A party's neglect or failure in any case or circumstance to require performance of the other party's obligations or to enforce its rights in the event of a breach by the other party shall not affect such party's right to enforce such rights and obligations in any other case or circumstance. A waiver of any individual term or condition shall not be construed as a waiver of any other term or condition nor, unless so provided in such written waiver, of the term or condition thereby waived in the event of a future or continuing breach by the other party, except in the

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particular circumstance(s) in or for which such waiver was provided.

Succession. This Agreement applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. Neither party may assign, delegate or otherwise transfer all or any part of its rights and obligations under this Agreement without the express prior written consent of the other.

Severability. Should any one or more provisions of this Agreement be determined to be invalid or void, the balance of the provisions shall, nevertheless, remain in full force and effect.

Time Is of the Essence. Time is strictly of the essence under this Agreement and any amendment, modification or revision hereof.

Authorized Signatures. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of each respective entity in accordance with the governing and/or formation documents of said entity, and that all representations and warranties contained in this Agreement, and any documents referenced in this Agreement, are true and correct.

Independent Counsel. Each party who is a signatory to this Agreement hereby acknowledges that it has had the opportunity to be represented by independent counsel of its own choice throughout all of the negotiations which preceded the execution of this Agreement, and that it has executed this Agreement freely, voluntarily and without any coercion whatsoever, with the consent and upon the advice of such independent counsel, or having knowingly waived the opportunity to obtain such advice. Each party further acknowledges that both it and its counsel, if any, have had adequate opportunity to make whatever investigation or inquiry deemed necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein and that each of them has reviewed such documents and information that it deems necessary or appropriate concerning this Agreement. Each Party hereto acknowledges that this Agreement has been drafted as a result of negotiations between the parties, and that its terms and provisions should be interpreted in accordance with their fair meaning and not in favor or against any one party.

Entire Agreement. This Agreement and the schedules and exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements, whether written or oral, with respect to the subject matter hereof. All recitals and the exhibits referred to in this Agreement are an integral part of this Agreement. They are incorporated in this Agreement by this reference as though at this point set forth in full.

Third Party Rights. This Agreement shall not be construed as conferring upon any third party any right or benefit, and any and all claims that may arise hereunder may be enforced solely by PCHS or NGI.

Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or



indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

Further Assurances. Each party hereto shall furnish such information, execute such documents and take such action as the other party(ies) reasonably may request for the purpose of carrying out the intent of this Agreement.

Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or to the scope or intent of this Agreement or in any other way affect the Agreement.

Remedies. The various rights and remedies provided for herein shall be cumulative and in addition to any other rights and remedies the parties may be entitled to pursue under the law. The exercise of one or more of such rights or remedies will not impair the rights of either party to exercise any other right or remedy at law or in equity.


Assignment; Binding Effect. PCHS may assign this Agreement to any affiliate or subsidiary of PCHS or to any successor of all, or substantially all, of PCHS's operating assets. NGI shall not assign or transfer, in whole or in part, this Agreement or any of NGI's rights, duties or obligations under this Agreement without the prior written consent of School, and any assignment or transfer by NGI without such consent shall be null and void. Further, any assignment or attempted assignment in violation of this Section 1.9 shall give PCHS the right to terminate this Agreement immediately.

Amendment. This Agreement shall not be modified or amended except by a written document executed by both parties.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but which, together, shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

<p>Palisades Charter High School</p> <p>By: _____ Dr. Pamela Magee, Executive Director & Principal</p> <p>Date: _____</p>	<p>NAEROK Group International, Inc.</p> <p>By:  Young Park, CEO</p> <p>Date: <u>6.16.17</u></p>
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NGI's Initials 



ATTACHMENT "A"
Administrative and Legal Requirements

1. Fingerprinting and Criminal Records Check.

NGI shall comply with all fingerprinting, background check and testing requirements under State and federal law including but not limited to the fingerprint requirements in Education Code Section 45125.1 and the testing requirements in Education Code Section 49406 (tuberculosis as to each employee/intern or other person which Vendor desires to place in the Program. Verification of compliance with this section shall be provided in writing to PCHS prior to NGI's activities at any PCHS facility or program and prior to contact with students.

A worker whom NGI intends to place at PCHS shall be not be allowed to have contact with PCHS students until NGI has provided written confirmation and certification to PCHS that the worker has undergone a fingerprint criminal background check conducted by the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the worker has no pending criminal charges for violent or serious felonies as defined in Education Code Section 45122.1, any sex offense as defined under Education Code Section 44010, or any crime involving a controlled substance offense as defined under Education Code Section 45123.

Pursuant to Penal Code Section 11105.2(c), NGI shall request from the DOJ notification of subsequent state or federal arrests or dispositions of pending criminal proceedings, for all workers whom NGI desires to place at PCHS. NGI agrees that it shall not allow any person to continue to work or volunteer or provide any services at PCHS. Upon receiving a subsequent arrest report from the DOJ indicating that such person been arrested for violent or serious felonies as defined in Education Code Section 45122.1, any sex offense as defined under Education Code Section 44010, or any crime involving a controlled substance offense as defined under Education Code Section 45123, NGI shall immediately receive this individual from PCHS and shall indemnify and hold PCHS harmless from any claims or actions that may be brought against PCHS as a result of having such an individual working on PCHS property.

2. Health Examination.

No person shall be initially allowed to interact with students unless he/she has placed on file with NGI a certificate from a physician licensed under the Business and Professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code Section 49406). NGI shall maintain a record of all such clearance certificates, and shall provide copies upon request.



3. Governing Law and Jurisdiction.

The Agreement is governed and interpreted under the laws of the State of California. In the event any legal action is brought to interpret or enforce the terms of the Agreement, the Courts of the County of Los Angeles, State of California, shall have sole and exclusive jurisdiction, and the Parties agree to waive the right to bring an action in any other jurisdiction. The prevailing party shall be entitled to attorney’s fees and costs in any such legal action.

4. Amendments; Waivers.

Except as otherwise provided in the Agreement, no modification will be binding unless in writing and signed by an authorized representative of both Parties.

5. Insurance

In the event that NGI shall fail to maintain and keep in force the insurance requirements as stated in *Attachment B* of this Agreement and certificates of insurance identifying PCHS as an additional insured is not provided upon request, PCHS shall have the right to modify, cancel and/or terminate the Agreement forthwith and without notice.

PCHS shall have the right to require higher levels of insurance if deemed necessary solely by PCHS.

6. Independent Contractor

NGI will perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of PCHS. None of the provisions of any resulting contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations or commitments of any kind on behalf of the other party, except with the written consent of the other party. NGI will be solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. PCHS will be solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. NGI’s personnel rendering services under any resulting contract will not have any of the rights or privileges of PCHS or State employees. NGI and its agents, employees and subcontractors will not have any claim against PCHS or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers’ compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care, NGI will act as an entity



separate and apart from PCHS, and will be considered Independent Contractors for all purposes, including liability and litigation.

7. Conflict of Interest.

Before executing the Agreement with PCHS, NGI shall disclose to PCHS the identities of any board member, officer, or employee of PCHS, or relatives thereof, whom NGI knows or should know will have any financial interest resulting from this Agreement.



ATTACHMENT "B" INSURANCE



Worker's Compensation and Employer's Liability Policy
NorGUARD Insurance Company - A Stock Co.
Policy Number NAWC897288
Renewal of NAWC715161
NCCI No. [25844]

Policy Information Page

[1] Named Insured and Mailing Address

NAEROK FACILITIES MANAGEMENT, INC.
1457 Colorado Blvd., # 205
Los Angeles, CA 90041

Agency

KORAM INSURANCE CENTER INC.
3807 Wilshire Blvd.
Suite 400
Los Angeles, CA 90010
Agency Code: CAKORA10

Federal Employer's ID 45-5421917

Insured is Corporation

[2] Policy Period

From March 10, 2017 to March 10, 2018, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

- A. Workers' Compensation Insurance - Part One of this policy applies to the Workers' Compensation Law of the following states: California
- B. Employer's Liability Insurance - Part Two of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:

Bodily Injury by Accident - each accident	\$1,000,000
Bodily Injury by Disease - each employee	\$1,000,000
Bodily Injury by Disease - policy limit	\$1,000,000
- C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.
- D. This policy includes these endorsements and schedules:
See Extension of Information Page - Schedule of Forms - WC 040004

[4] Premium

The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)



INTERNAL USE ONLY
MGA: NAWC897288
Date: 02/03/2017

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Information Page
WC 000001A

Issuing Office: P.O. Box A-H, 16 S. River Street, Wilkes-Barre, PA 18703-0020 • www.guard.com

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NGI's Initials mp



ATTACHMENT "C"

05/10/2017 10:10 AM

05/10/2017 10:10 AM




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License Details

The Department of Consumer Affairs encourages you to verify the license statuses of any licensees that may appear in a Related License section below. You can verify these licenses by selecting "New Search" and conducting a new search using the "Search by Personal or Business Name" option. Please note that the Related License section will only appear below this license if related to another license. Not all licenses have a related license.

If the license details below include "Date of Graduation," the month and date of graduation may not be available. In this instance it will be displayed as "01/01/YYYY," where "YYYY" represents the year of graduation. Please note that not all license types require "Date of Graduation" on the License Details screen.

Press "Search Results" to return to the Search Results list.
 Press "New Search Criteria" to do another search of this type.
 Press "New Search" to start a new search.

License Number: 17607 Current Date: 05/10/2017 10:10 AM

Name:	NAEROK SECURITY SERVICES		
License Type:	Private Patrol Operator		
License Status:	Current		
Expiration Date:	10/31/2017		
Original Issuance Date:	10/03/2013		

Addresses

Address of Record	Address	Address
		3850 WILSHIRE BOULEVARD STE. 302 LOS ANGELES, CA 90010 462-3765
		3850 WILSHIRE

Disciplinary Actions
 There are NO disciplinary actions against the license.

Secretary

Licensee's Role:	Business License		
Related Party Role:	Principal		
Related Party Name:	License/Registration Type	Address	
PARK, YOUNG G.	BSIS Principals		

CEO

Licensee's Role:	Business License		
Related Party Role:	Principal		
Related Party Name:	License/Registration Type	Address	
PARK, YOUNG G.	BSIS Principals		

Public Record Actions

Public Documents: None found

https://www.breze.cc/portal/matt/deta.../ADCA-Info/verify-license/Secretary/17607/Current/05/10/2017/10:10 AM

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PCHS's Initials _____

NGI's Initials 



ATTACHMENT "D" Commonly Educated Courses

TOPICAL OUTLINE

- 1.0 Role and Responsibility of School Security Officer (4)
- 2.0 Laws and Liability (8)
- 3.0 Security Awareness in the Educational Environment (3)
- 4.0 Mediation/Conflict Resolution (4)
- 5.0 Disasters and Emergencies (1)
- 6.0 Dynamics of Student Behavior (3)
- 7.0 Examination (1)

Total Hours - 24

Note: Safe School Plan is referenced throughout this outline as it relates to the material being covered in the specific topic.

LEARNING GOALS AND EXPANDED COURSE OUTLINE

1.0 Role and Responsibility of School Security Officers (4 hours)

Learning Goal:

- The student will be provided with an understanding of the history and development of campus security.
- The student will be provided with an understanding of the school security officer's authority both on and off duty.
- The student will be provided with a knowledge of the school security officer's responsibilities in the educational environment.
- The student will be provided with a knowledge of the school security officer's professional image, and school structure and organization as they relate to campus personnel, ancillary groups and constituent groups.

A. History and Development of School Security (SB 1626)

1. Prevent, Observe and Report
2. Role of School Security Officers
3. Relationship to Local Law Enforcement
4. Apprehension vs. Prevention

B. Right to Safe Schools - California Constitution Article I, Section 28(c)

C. Legal Authority

1. P.C. 830.32 A & B, SB 1626
2. E.C. 38000 - 72330 – Elementary through College Security
3. Jurisdictional limits on and off campus
4. Local policies and procedures

D. Responsibility in Learning Environment

1. Student as #1 client
 - a. Service Concept
 - b. Support Learning Environment
2. Mandatory Plans



- a. Safe School Plans
 - (1) E.C. 35294.10 – 35294.15
 - (2) 20 USC 1092 – Disclosure of Campus Security Policy & Crime Statistics
- b. Crime Reporting
 - (1) P.C. 628
 - (2) E.C. 67380 – Student Safety
- c. Kristin Smart Campus Safety Act (13 & 14)
 - (1) E.C. 67381 – Security
 - (2) E.C. 32281 – School Safety Plan
- b. Ethical Behavior/Officer Conduct
 - (1) On duty
 - (2) Off duty

E. Sensitivity to Campus Issues

- (1) Responsibility of Site Administrator to Manage Facility
- (2) Relationship to Faculty
- (3) Relationship to other support personnel
- (4) Confidential issues different for SB 1626
 - (a) Students
 - (b) Staff

2.0 Laws and Liability (8 hours)

Learning Goal:

- The student will be provided with an understanding of the circumstances under which searches and seizures can be made by school security officers in the educational environment.
- The student will be provided with an understanding of the concept of In Loco Parentis and Parens Patria.
- The student will be provided with an understanding of the student discipline process.
- The student will be provided with an understanding of the role of the different stakeholders in the legal process in the school environment.
- The student will be provided with an understanding of crimes as they relate to on-campus violations.
- The student will be provided with the ability to recognize when a violation has occurred, identify the crime by its common name, and classify them as misdemeanors or felonies.
- The student will be provided with a knowledge of the types of incidences that will come to their attention that will require a report to be filed.
- The students will be provided with an understanding of the liability issues, both on and off campus, that are inherent in the school environment.
- The student will be provided with an understanding of privacy issues as they relate to student records.

F. Search and Seizure

- 1. Consensual Encounters, Detentions and Arrests
 - a. Reasonable Suspicion and Probable Cause
 - (1) TLO v. New Jersey
 - (2) In Re: Joseph G
 - (3) In Re: Latosha W
 - b. School officials (non-sworn) not held to the same standard as peace officers
 - (1) Certificated



- (2) Classified
- (3) Security Guards

- c. P.C. 243.5 – Assault/Battery
- d. E.C. 44807 - 49001 + Use of Force by School Administrators
- e. E.C. 48264 - Arrest of Truants

G. Searches

- a. P.C. 626.11 - Community College Searches
- b. E.C. 49331 - Removing Injurious Objects - (Defined in E.C. 49330)
- c. Reasonable Suspicion v. Probable Cause Standard
- d. E.C. 49050 - Prohibited Searches

F. Conduct on Campus

- 1. In Loco Parentis - Parens Patria
- 2. Trespass - Safe School Zone
 - a. P.C. 626 et al
 - b. P.C. 627

G. Disturbances

- a. E.C. 32211 - Interference with Classes (K-12)
- b. P.C. 647b - Loitering about adult schools
- c. P.C. 626.7 (K-12)
- d. P.C. 602.10 - Disruptive Presence
- e. P.C. 626.8 - Disruptive Presence
- f. P.C. 415/415.5 - Fighting - Citations/Arrest
- g. P.C. 308b - Smoking

H. Student Discipline

- a. Expulsion/Suspension
 - (1) E.C. 48900 A-O
 - (2) E.C. 76033
 - (3) E.C. 48900.2 and E.C. 212 - Sexual harassment
 - (4) E.C. 48900.3 - Hate Crimes
 - (5) P.C. 422.55 - Hate Crimes Definition
 - (6) E.C. 48900.4 - Harassment, Threats or Intimidation
 - (7) E.C. 48900.5 - Special Education
- b. E.C. 48915 - Mandatory Expulsion
- c. E.C. 48901.5 - Electronic Equipment - Pagers
- d. Attendance
 - (1) Truancy - E.C. 48264
 - (2) Student Attendance Review Board (SARB) - E.C. 48291

I. The Discipline Process



- a. K-12
- b. Community College

J. Legal Process

- a. Role of Administrator
- b. Role of Police
- c. Role of Board of Trustees
- d. Role of Hearing Panel

K. Crimes Against Persons

- 1. Threats
 - a. P.C. 69/71
 - b. P.C. 422
- 2. Assaults - Battery
 - a. P.C. 646.9 - Stalking
 - b. E.C. 87708 - Abuse of Instructor - Community College
 - c. P.C. 241.2,3,4, and 6 - Assault on School Officials.
P.C. 243.2,3,5, and 6 - Battery on School Officials
 - d. P.C. 243.4 - Sexual Battery
 - e. P.C. 245, etc. - Assault with a Deadly Weapon on School Officials
- 3. TRO's, Stay-away Orders, Abduction Issues
 - a. P.C. 277 - Child Abduction
 - b. P.C. 272 - Contributing
 - c. P.C. 647.6 - Hate Crimes
 - d. Domestic Violence
 - e. Missing Persons

L. Crime Against Property

- 1. E.C. 48905 - Destruction of Employee Property
- 2. P.C. 594, 594.2, 594.3 - Vandalism
- 3. P.C. 469 Keys - Duplication
- 4. E.C. 19911 - Destruction of Library Property
- 5. P.C. 502 - Computer Crimes

M. Weapons

- 1. P.C. 626.9 - Gun Free School Zone
- 2. P.C. 626.95 - Firearms on Playgrounds
- 3. P.C. 626.10 - Other Weapons
- 4. Injurious Objects



5. Attorney General Opinion 96-906 - Definition of Possession

N. Mandatory Reporting

- 1. Child Abuse
 - a. Reporting
 - b. Recognition
 - c. Campus Procedures
 - d. Removal of Child by Peace Officer - E.C. 48906, 87044
 - e. K-12 police not authorized for Law Enforcement Notification
- 2. Reporting Assaults
 - a. E.C. 87014 - Community Colleges
 - b. E.C. 44014 - Against Employees
 - c. E.C. 48902 - Suspended Students
 - d. E.C. 76035 - Community Colleges
- 3. District Reporting Procedures

O. Liability

- 1. Off campus
- 2. On campus
 - a. San Francisco v. Peterson
- 3. E.C. 48900: K-12 - Student conduct off campus (portal to portal)
- 4. E.C. 44808 - Liability of students off campus

3.0 Security Awareness in (the) Educational Environment (3 hours)

Learning Goal:

The student will be provided with an understanding of the unique circumstances that exist in a school environment that require an added awareness of:

- Potential of dangerous situations
- Trespassers - Visitor control
- Time frame for more potential for problems (break, lunch, after school, etc.)

The student will be provided with an understanding of the tools available for handling potentially dangerous situations on and around the campus.

The student will be provided with the skills and ability to contact and assist in response to medical emergencies.

- A. Weapons on Campus - responses
 - 1. Officer and Administrative Responsibilities
 - 2. Tactical considerations and options unique to campus environment
- B. Trespasser(s)
 - 1. Risk analysis and perimeter control
 - 2. Visitor control issues

PCHS's Initials _____

NGI's Initials 



3. Signage, documentation, and site procedures
 4. Support of other campus personnel and the community
- C. Potential danger situations in the:
1. Classroom
 2. Cafeteria
 3. Sporting events
 4. Other identified locations
- D. Crowd and Event Management
1. Planning
 2. Dismissal, breaks and lunches
 3. Special events
- E. Crime Scenes
1. Special campus considerations
 2. Crowd control
 3. Jurisdictional considerations
 4. Kristin Smart Campus Safety Act
 5. Local agency MOU's

4.0 Mediation/Conflict Resolution (4 hours) - State class somewhere

Learning Goal:

The student will understand the importance and techniques for utilizing Mediation/Conflict Resolution skills.

- A. Communication Skills
1. Approachability
 2. Professional Contact/Vocabulary
 - a. Demeanor
- B. Mediation Model(s)
- C. Learning Activities
- D. Critiquing Activities

5.0 Disasters and Emergencies (1 hour)

Learning Goal:

The student will understand the District's responsibilities for managing disasters and emergencies.

- A. Campus Disasters
1. FEMA/OES
 2. 2SEMS
 3. ICS
 4. California Safe Schools Plan
- B. Mutual Aid
- C. District Involvement



6.0 Dynamics of Student Behavior (3 hours)

Learning Goal:

Ability to recognize the major personality disorders that are responsible for potential violent outbreaks.

Will have an understanding of the specific education process as it relates to discipline of special education students.

A. Mental Health & Development (Adolescent)

1. Peer Group Influence, Etc., inclusive
2. Substance Abuse - Student and Family
3. Defiance
4. Dysfunctional Families
5. Cultural Differences
6. Special Education

B. Dynamics of the Gang

1. Interventions - Officer
2. Informal Leaders
3. Mediation
4. Social, Economic Status - Community Norms

C. Referral Agencies

7.0 Examination (1 hour)

This examination will be a product of the training institution. The purpose being to assure that the student has a basic understanding and awareness of security involving youth in a school environment.