

# **Kingsburg Joint Union HSD**

## **Board Policy**

### **Permission to Carry Concealed Firearms on School Grounds**

**BP 0451**

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

The District is committed to providing a safe environment for students and staff members. In furtherance of this goal, the Board directs the Superintendent to designate District employees written permission to possess firearms and ammunition on school grounds pursuant to the guidelines described below.

The District recognizes that, in compliance with state and federal law and District rules, policies, and regulations, if the Superintendent grants written permission for an individual to possess a firearm and ammunition on school grounds, the Superintendent does so within the scope of his or her employment.

The Superintendent shall only grant permission to possess firearms and ammunition on school grounds pursuant to the procedures and criteria set forth in Administrative Regulation AR0451. The Superintendent may grant written permission to carry a concealed firearm to a maximum of five (5) District employees at any given time.

[cf. Administrative Regulation AR0451.]

#### **Legal References:**

Penal Code sections 626.9, 26510, 26515; 30310.

United States Code title 18, sections 921, 922, 923, 924.

Policy KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT

Adopted: April 11, 2016 Kingsburg, California

# **Kingsburg Joint Union HSD**

## **Administrative Regulation**

### **District Employee Possession of Firearms and Ammunition**

#### **AR 0451**

#### **Philosophy, Goals, Objectives and Comprehensive Plans**

No employee is required to carry a firearm and/or ammunition while on school grounds. Employees interested in carrying a firearm and ammunition while on school grounds may apply in accordance with this Administrative Regulation and related Board Policy. Permission to carry firearms and ammunition on school grounds is a privilege, not a right.

The Superintendent may exercise his or her discretion to grant written permission to a District employee to possess a firearm and ammunition on school grounds (i.e., all real property, facilities, buildings, fields, and parking lots, belonging to the District) who meets all of the following criteria:

1. The employee must be a lawful holder of a valid and current Carrying Concealed Weapons (“CCW”) permit issued by any California sheriff;
2. This CCW must have no restrictions imposed by the issuing authority relative to possession of a firearm on school grounds or public property;
3. The employee must have completed a training designated by the Superintendent;
4. The employee must have completed any training program required by the Districts workers’ compensation, liability or other insurance carrier, as those training requirements may change from time to time;
5. The employee must have submitted a completed and signed Firearms Possession Application and Firearms Use Agreement.

Additional factors that the Superintendent may consider include, but are not limited to, the District employee’s:

1. Employee’s discipline record;
2. Employee’s evaluations;
3. Whether or not the employee is potentially a danger to themselves or others;
4. Employee’s conduct on and off school grounds; and
5. Employee’s experience with firearms.

Such permission shall be conditioned upon peaceful and lawful activity by the possessor at all times, as well as compliance with all terms included in the Firearms Use Agreement.

The Superintendent may grant or deny permission in his or her sole discretion for any reason, and the Superintendent’s decision is final. A grant of permission shall be valid for one year from

the effective date of the Firearms Use Agreement, unless earlier revoked by the Superintendent. The Superintendent may revoke permission at any time in his or her sole discretion. No more than five (5) employees shall have permission at any one time.

The Superintendent may revoke permission to possess firearms and ammunition on school grounds at any time by verbal or written notice to the individual granted permission. Any verbal notice will be followed by written notice to the individual within 24 hours. Notice of revocation may also be given to all individuals with permission by posting a written notice of revocation at the District Office.

Any cost of meeting criteria for permission to carry firearms and ammunition on school grounds must be borne solely by the employee requesting such permission.

(cf. [BP 0451].)

**Legal Reference:**

Penal Code sections 626.9, 26510, 26515, 30310.

United States Code title 18, sections 921, 922, 923, 924.

Regulation    KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
Adopted: April 11, 2016    Kingsburg, California

**Exhibit A / AR 0451  
District Employee Possession of Firearms and Ammunition**

**[REPRODUCE ON DISTRICT LETTERHEAD]**

**APPLICATION FOR CONCEALED CARRY OF FIREARM AND  
AMMUNITION ON SCHOOL GROUNDS**

Please fill out all three sections of this application completely and attach all documents listed under section 2. Incomplete applications will not be processed. Return a copy of your completed application to the Office of the Superintendent, care of the Executive Assistant to the Superintendent.

**SECTION 1: Identifying Information**

|               |                             |
|---------------|-----------------------------|
| NAME:         | PHONE:                      |
| TITLE:        | SSN:                        |
| DOB:          | CA DRIVER'S LICENSE NUMBER: |
| HOME ADDRESS: |                             |

**SECTION 2: Attachments – Please attach the following items to this application form.**

1. Copy of a valid California photograph identification.
2. Copy of Concealed Carry Weapons Permit issued by any California sheriff.
3. Copy of registration of any firearm you will be bringing on school grounds.
4. Copy of certificate of completion of District mandated two (2) hour training course.
5. Signed District Firearms Possession Agreement.

**SECTION 3: Acknowledgment.**

I understand that by submitting this application I am certifying under penalty of perjury that the information provided is accurate and all documents attached are true and correct copies of the original.

Further, I understand that the Superintendent, in his sole discretion, may grant or deny my request to carry firearms and/or ammunition on school grounds for any reason or no reason at all.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

Regulation KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT  
Adopted: April 11, 2016 Kingsburg, California

**Exhibit B / AR0451**  
**District Employee Possession of Firearms and Ammunition**

**KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT**  
**FIREARMS AND AMMUNITION POSSESSION AGREEMENT**

The below information is provided to notify employees regarding the acceptable ways in which firearms may be used and carried on school grounds of the Kingsburg Joint Union High School District (“District”). The District permits, consistent with applicable law and District policy, the use of firearms by responsible employees to protect the District students and staff. The purpose of this Firearms and Ammunition Possession Agreement (“Agreement”) is to provide for the safe and appropriate possession of firearms on school grounds (as defined below). This Agreement is effective on \_\_\_\_\_.

**I. Definitions**

- A. “Firearm” means a device, designed to be used as a weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion.
- B. “Ammunition” means, but is not limited to, any bullet, cartridge, magazine, clip, speed loader, autoloader, or projectile capable of being fired from a firearm with a deadly consequence. "Ammunition" does include blanks.
- C. “School grounds” means all real property belonging to the District, including but not necessarily limited to, facilities, buildings, fields, and parking lots.
- D. “CCW” means a valid, current permit to carry a concealed firearm issued by a California sheriff containing no restriction on the concealed carry of a firearm on school grounds where the written approval of the Superintendent has been obtained.

**II. District Rights**

It is the policy of the District to maintain an environment that promotes safety and responsible conduct by all employees. It shall be a violation of this Agreement for any employee to engage in any activity that does not conform to the established purpose and general rules and policies of the District with respect to the carrying of a firearm on school grounds.

Employees granted permission to carry a firearm and/or ammunition have no expectation of privacy in the firearm they are carrying, the manner in which it is carried, or their CCW when on

school grounds. Any employee given permission to carry a firearm on school grounds must allow inspection of the firearm, the means by which it is being carried, and their CCW upon request of the Superintendent (or designee) or peace officer.

The District reserves the right to revoke permission to carry a firearm or ammunition on school grounds at any time in the sole discretion of the Superintendent for any reason. Notice of revocation may be given verbally or in writing in accordance with applicable policy and regulation.

The District reserves the right to change the terms under which an employee is granted permission to carry a firearm or ammunition on school grounds in the Superintendent's sole discretion. The District shall provide notice of any changes in terms in writing.

### **III. Employee Responsibilities**

Permission to carry a firearm and ammunition on school grounds is contingent on the undersigned's completion of a training course designated by the Superintendent.

Permission to carry a firearm and ammunition on school grounds is contingent on the undersigned's completion of any training program required by the Districts workers' compensation, liability or other insurance carrier, as those training requirements may change from time to time

Permission to carry a firearm and ammunition on school grounds is contingent on the undersigned's possession of a CCW.

The undersigned is responsible for knowing and following all District policies, rules, and regulations regarding the use and possession of firearms and ammunition.

The undersigned is responsible for knowing and following all federal and California laws and regulations regarding the use and possession of firearms and ammunition.

### **IV. Restriction on Firearms Possession by District Employees**

All firearms and ammunition must be possessed so that they are fully concealed upon the person at all times and tightly secured to the person's body. All firearms must be carried in a holster worn inside the pants, around the chest/upper body, on the front hip, or in a holster worn at the ankle underneath pants or behind the back.

After receiving written permission, an employee may possess no more than one (1) firearm on school grounds at a time.

All firearms possessed on school grounds must be equipped with a safety that is on at all times, and be carried with no bullet in the chamber, except when the employee is acting in lawful self-defense or defense of others.

A firearm may only be discharged or brandished in self-defense or defense of others, and in compliance with California and Federal law, as those laws may change from time to time.

It is prohibited to clean, disassemble or demonstrate any part of the firearms to any other person while on school grounds, unless the firearm is discharged in self-defense or defense of others.

**V. Acknowledgement of Receipt & Agreement**

I acknowledge that I have received, read and understood the Acceptable Firearms and Ammunition Use Agreement. I understand that any violations of the Acceptable Firearms and Ammunition Agreement may be grounds for disciplinary action, up to and including termination. I understand that a copy of the signed Acceptable Firearms and Ammunition Use Agreement will be placed in my personnel file. I understand that, if granted permission to carry a firearm and ammunition on school grounds, such permission shall automatically terminate one date from the date of this Agreement. My signature below indicates my knowing and voluntary acceptance of all the terms of this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**VI. Superintendent's Written Permission to Carry Firearm**

Pursuant to my discretion under the Penal Code and as authorized by the District's Governing board, I grant written permission to the following individual, whose name appears on the signature line under Section V – Acknowledgement of Receipt & Agreement, to carry a firearm on the school grounds of Kingsburg Joint Union High School District. This grant of permission is conditioned on compliance at all times with all applicable laws, policies, regulations, and the terms of this Agreement. The District reserves the right to revoke this permission at any time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name