

## **BERKELEY COLLEGE WEAPONS POLICY**

### **Scope**

This Policy applies to all students and faculty of Berkeley College; College staff and affiliated entities; and their respective contractors and guests. It applies at all times in and on all building and grounds occupied or controlled by Berkeley College; at all events and activities sponsored or participated in by the College, regardless of their location; and to any off-campus conduct of the aforementioned individuals, whether or not they are engaged in College business at the time, to the extent that such conduct is in violation of any federal, state or local laws. The Policy is not applicable to online students unless such a student possesses or uses a weapon (1) while [s]he is physically present on a Berkeley College campus or at an event or activity sponsored by the College, or (2) in violation of federal, state or local law.

### **Purpose**

This Policy is intended to help provide for the safety and security of the Berkeley College community.

### **Weapons Prohibited**

Except as set forth in this Policy, possession or use of any weapon by any person or under any circumstances covered by this Policy, whether or not in violation of the law and including (but not limited to) the use of an implement of any kind as a weapon, is strictly forbidden.

A “weapon” under this Policy is defined as: any device used with intent to inflict physical damage or bodily harm.

### **Limited Exceptions**

Upon written request, the Assistant Vice President of Public Safety & Emergency Management or another officer of the College to whom the President of the College may delegate such authority (the “Authorizing Official”), shall be authorized to grant permission for a current federal, state or local law enforcement officer or other person who may be required by law to carry a weapon; member of the armed forces; or campus public safety officer to carry firearms or other weapons on campus or at College-sponsored events and activities, only to the extent required by law or official rules of conduct applicable to such person and where, in the sole discretion of the College, the granting of such request would neither pose an undue danger to the Berkeley College community nor subject the College to unacceptable legal or financial risk.

## Procedures Applicable To Exceptions

1. A request for permission under this Policy must be made in writing to the Authorizing Official prior to the requesting individual entering a Berkeley College campus in possession of a weapon. Such request, which shall be complete, current and accurate in all respects, shall succinctly state the grounds upon which permission is requested. At a minimum, the grounds shall include statements that the requesting individual (1) is a current federal, state or local law enforcement officer or other person who is required by law to carry a weapon; member of the armed forces; campus public safety officer; or person required to carry a weapon by law or official rules of conduct applicable to such person and (2) agrees to abide by all policies, procedures and instructions of Berkeley College with respect to the possession or use of weapons. In addition, the statement shall identify the specific weapon(s) to be carried. The requesting individual may not carry firearms or other weapons on campus or at College-sponsored events and activities unless and until the College has granted written permission to do so.
2. The Authorizing Official, after verifying that the request includes the required information and gathering any additional information [s]he may deem appropriate, shall determine whether (and if so, to what extent) to grant the request. The determination shall be communicated in writing and shall be considered final; however, the denial of a request made under this Policy shall not bar a subsequent request by the same person.
3. Permission granted under this Policy shall be conditioned upon the person to whom such permission is being granted submitting a written Acknowledgement & Agreement (substantially in the form attached to this Policy, subject to authorized revisions) stating that such person has read and understands this Policy; understands that the weapon is not to be visible or used, except to the extent required by applicable laws, regulations or rules of conduct; agrees to (a) follow all applicable laws, (b) take all appropriate precautions to secure the weapon, avoid injury or disruption to members of the Berkeley College community, affiliated entities or unaffiliated third parties, and (c) unconditionally agrees to indemnify and hold harmless Berkeley College, its affiliates, and their respective trustees, directors, officers, employees, agents and representatives against any losses, liabilities and related expenses (including, but not limited to, reasonable attorney's fees) they may incur in connection with such person's possession or use of a weapon, whether or not such possession or use is determined to be negligent or in violation of this Policy or any applicable law, regulation or rule of conduct.
4. A person receiving such authorization, which shall only apply to the specific weapon(s) identified in the granted request, shall promptly notify the Authorizing Official in writing of (a) any loss or theft of the weapon or (b) any material change in the facts or circumstances upon which permission was granted.

5. Upon granting or revoking permission under this Policy, the Authorizing Official shall immediately furnish written notice to the President of the College; the Vice President for Student Development & Campus Life; the Vice President of Human Resources and all Campus Operating Officers.
  - (a) If permission is granted to a student or faculty member under this Policy, in addition to notifying the individuals identified above, the Authorizing Official also shall immediately furnish prompt written notice to the Provost's Office. Upon receiving such notice with respect to a student, the Provost's Office shall promptly take appropriate steps to notify members of the faculty for each course in which the student is registered.
  - (b) If permission is granted to a staff member or contractor under this Policy, in addition to notifying the individuals identified above, the Vice President for Human Resources shall take appropriate steps to notify the head of the staff member's department or the staff member directly responsible for coordinating the contractor's activities.
6. Except as otherwise set forth in writing by the Authorizing Official, permission granted under this Policy shall be effective only for the academic term in which it is granted unless renewed in writing; may be revoked at any time, in writing; and shall terminate automatically when the person to whom permission has been granted leaves the College, graduates (if a student), or is suspended for any reason. The granting of permission applicable to a stated term does not guarantee that this Policy shall not be revised or that permission will remain in effect for the remainder of that term or for any subsequent terms.

## **Violations**

Any person who violates any provision of this Policy, including (but not limited to) a person to whom this Policy applies who possesses or uses a weapon in violation of any federal, state or local laws during off-campus activities unrelated to the College, shall be subject to disciplinary measures, up to and including suspension or termination. In the discretion of the Authorizing Official and in the interests of public safety, a person accused of violating this Policy may be suspended immediately pending the completion of formal disciplinary procedures. In addition, violations may be reported to law enforcement agencies.

**ACKNOWLEDGEMENT & AGREEMENT**

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In consideration and as a condition of being granted permission to possess a weapon on a Berkeley College campus, premises occupied or controlled by Berkeley College and/or at certain activities or events sponsored by Berkeley College, the undersigned acknowledges having read and understanding the Berkeley College Weapons Policy and unconditionally agrees that (1) the undersigned shall abide by its terms, as well as all applicable federal, state or local laws; (2) the weapon is not to be visible or used, except to the extent required by applicable laws, regulations or rules of conduct; and (3) the undersigned shall take all appropriate precautions to secure the weapon and avoid injury or disruption to members of the Berkeley College community, affiliated entities or unaffiliated third parties.

**The undersigned also agrees to indemnify and hold harmless Berkeley College, its affiliates, and their respective trustees, directors, officers, employees, agents and representatives (“Berkeley”) unconditionally against any and all losses, liabilities and related expenses (including, but not limited to, reasonable attorneys’ fees) Berkeley may incur in connection with the possession or use of a weapon by the undersigned, or use of a weapon obtained from the undersigned, lawfully or unlawfully, by a third party, whether or not such possession or use is determined to be negligent or in violation of this Policy or any applicable law, regulation or rule of conduct.**

Acknowledged  
& Agreed:

\_\_\_\_\_

(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_

(Print Name)