

Administrative Procedure 6341 Contracting Requirements for Security Services Contracts

The Chancellor directs and authorizes District staff to refine and implement the Contracting Requirements for Security Services Contracts as set forth in Board Policy 6341. This Administrative Procedure establishes the processes and requirements for implementing that, Policy.

The purpose of Board Policy 6341 is to ensure that the District contracts with contractors who provide their employees with adequate benefits, training, support, and other resources. The District shall implement the Policy consistently with that purpose.

I. SCOPE AND APPLICABILITY

A. Effective Date

These procedures apply to all Security Services Contracts awarded or executed on or after [DATE].

B. Existing Contracts

Security Services Contracts in effect prior to [DATE] shall remain governed by their existing terms through their current expiration date, including any options for renewal that are exercised thereunder.

C. Contract Threshold

These requirements apply to Security Services Contracts regardless of dollar amount, unless otherwise specified in the solicitation documents.

II. DEFINITIONS

A. Bona Fide Labor Organization: A labor organization as defined under the National Labor Relations Act, 29 U.S.C. § 152(5), that represents or seeks to represent employees in the security services industry.

B. Collective Bargaining Agreement (CBA): A written agreement between an employer and a labor organization regarding wages, hours, and other terms and conditions of employment.

C. Letter of Intent (LOI): A written document signed by a prospective contractor and a labor union expressing the parties' intent to enter into agreements regarding employee representation rights and labor peace.

D. Material Breach: A substantial failure to perform a significant obligation under the contract that undermines the fundamental purpose of the agreement, including but not limited to: failure to provide stated wages or benefits, failure to maintain CBA coverage, or failure to comply with letter of intent commitments.

E. Prospective Contractor: An entity that submits a bid or proposal in response to a District solicitation for Security Services.

F. Purchasing Department: The District department primarily responsible for conducting solicitations and administering contracts.

G. Security Services: Services that involve guarding and patrolling buildings, parking lots and grounds, managing access to property, deterring crime and trespassing, and monitoring, recording, and reporting suspicious activities.

H. Security Services Contract: A contract between the District and a contractor for the provision of Security Services.

I. SLBE: Small Local Business Enterprise, as defined in Board Policy 6356.

III. CONTRACTING REQUIREMENTS

A. General Requirement

The District shall award Security Services Contracts only to prospective contractors who meet at least one of the following three criteria:

1. Collective Bargaining Agreement Coverage (Section III.B)
2. Letter of Intent with Labor Union (Section III.C)
3. Wage & Benefit Documentation (Section III.D)

B. Option 1: Collective Bargaining Agreement Coverage

1. Required Documentation

The prospective contractor must certify that employees who will provide services under the contract are covered by a collective bargaining agreement (CBA) that meets the criteria set forth in California Labor Code Section 238.5.

2. Copy of Collective Bargaining Agreement including:

- a. Complete executed CBA
- b. Signature page(s) showing authorization by both parties
- c. Effective dates and term of agreement
- d. Wage schedules and benefit provisions

3. Verification of Coverage demonstrating:

- a. Which employee classifications are covered
- b. That security services employees fall within covered classifications
- c. Current status of the agreement (active/in effect)

4. Compliance Verification

a. Pre-Award Review:

- i. Purchasing Department shall verify that submitted CBA meets California Labor Code Section 238.5 requirements
- ii. Non-compliant submissions shall be deemed non-responsive

b. Ongoing Compliance:

- i. Contractor shall notify District within 10 business days of any changes to CBA status (e.g., expiration, termination, amendment)
- ii. Contractor shall provide updated CBA upon renewal or modification
- iii. Annual certification of continued CBA coverage required

C. Option 2: Letter of Intent with Labor Union**1. Required Documentation**

Contractors selecting this option must submit with their proposal:

- a. **LOI signed by both the contractor and a labor union, containing the following three commitments:**
 - i. **Representation Procedure Agreement:**
The parties intend to enter into a subsequent agreement outlining a procedure for employees to exercise their representation rights granted under the National Labor Relations Act if the prospective contractor is awarded a Security Services Contract. This agreement must be in place prior to Board approval of any contract between the prospective contractor and the District.
 - ii. **CBA Adherence Commitment:**
The parties intend to enter into a subsequent agreement wherein the prospective contractor will sign and adhere to the applicable terms and conditions of the labor union's collective bargaining agreement. This agreement must be in place prior to Board approval of the contract between the prospective contractor and the District.
 - iii. **Non-Opposition Commitment:**
The labor union will not oppose the award of a Security Services Contract to the prospective contractor.

2. Compliance Verification

- a. **Pre-Award Review:**
 - i. Purchasing Department shall verify letter of intent contains all three required commitments
 - ii. Letter must be signed by authorized representatives of both parties
 - iii. Letter must be dated and current (within 90 days prior to the deadline for bid submission)
 - iv. Purchasing Department may contact labor union to verify authenticity
- b. **Pre-Board Approval Requirement:**
 - i. Contractor must submit executed "subsequent agreement" referenced in the Representation Procedure Agreement and CBA Adherence Commitment prior to Board approval
 - ii. Agreement must demonstrate procedure for employees to exercise representation rights
 - iii. Agreement must commit contractors to sign and adhere to CBA terms if employees elect representation
 - iv. **Failure to provide executed agreement prior to Board approval shall result in contract award to next responsive bidder**

D. Option 3: Wage & Benefit Documentation**1. Contractor Certification**

Contractors selecting this option must provide comprehensive documentation of wages, benefits, and employment conditions.

2. Required Documentation

Contractors selecting this option must submit with their bid or proposal:

a. Wage Documentation:

- i. Current wage schedule for all security services classifications
- ii. Breakdown by position/classification
- iii. Starting wages and wage progression schedule
- iv. Overtime and premium pay rates
- v. Frequency of pay (weekly, bi-weekly, etc.)
- vi. Most recent wage increase date and amount
- vii. Scheduled future wage increases, if any

b. Health and Other Benefits:

- i. Health insurance coverage details:
 - 1. Medical, dental, and vision plans offered
 - 2. Employee premium contribution amounts
 - 3. Employer contribution amounts
 - 4. Waiting period for eligibility
 - 5. Coverage for dependents
- ii. Life insurance and disability coverage
- iii. Other benefits (e.g., employee assistance programs, wellness programs)

c. Sick Leave Benefits:

- i. Accrual rate
- ii. Maximum accrual
- iii. Carryover provisions
- iv. Payout provisions upon separation
- v. Compliance with applicable sick leave laws

d. Vacation Benefits:

- i. Accrual rate
- ii. Accrual schedule based on tenure
- iii. Maximum accrual
- iv. Carryover provisions
- v. Payout provisions upon separation

e. Retirement Benefits:

- i. Type of plan (401k, pension, etc.)
- ii. Employer contribution rate or match
- iii. Vesting schedule
- iv. Eligibility requirements

f. Training:

- i. Initial training provided to new hires (hours and topics)
- ii. Ongoing training programs
- iii. Professional development opportunities
- iv. Certification programs offered or supported
- v. Safety training
- vi. Frequency of training

g. Employee Complaint Resolution Procedure:

- i. Written policy for resolving employee complaints
- ii. Steps in the grievance process
- iii. Timeframes for each step
- iv. Final decision-maker
- v. Anti-retaliation provisions
- vi. Process for employment-related disputes

h. Additional Documentation:

- i. Employee handbook or policies
- ii. Safety programs
- iii. Workers' compensation coverage
- iv. Unemployment insurance
- v. Any other employee support programs or resources

3. Compliance Verification**a. Pre-Award Review:**

- i. Purchasing Department shall review all submitted documentation for completeness
- ii. Incomplete submissions may be deemed non-responsive
- iii. Purchasing Department may request clarification or additional documentation
- iv. Evaluation committee shall assess quality and competitiveness of offerings (see Section IV)

b. Ongoing Compliance:

- i. Contractor shall notify District of any material changes to wages, benefits, or policies within 30 days
- ii. Contractor shall provide updated documentation annually
- iii. Contractor shall maintain records demonstrating actual provision of stated wages and benefits
- iv. District reserves right to audit compliance upon reasonable notice

4. Minimum Standards

While contractors have flexibility in structuring compensation packages, the District expects competitive industry standards. Evaluation criteria will assess the overall quality and comprehensiveness of the compensation package.

Approved by the Chancellor: August 25, 2026