

COACH AARON FEIS SCHOOL GUARDIAN PROGRAM
SCHOOL GUARDIAN AGREEMENT

This SCHOOL GUARDIAN AGREEMENT ("Agreement") is entered into by and between THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA, (hereinafter referred to as the "School Board"), and the SHERIFF OF SANTA ROSA COUNTY, FLORIDA, (hereinafter referred to as the "Sheriff"), (collectively, "the Parties") for the purposes of renewing the COACH AARON FEIS SCHOOL GUARDIAN PROGRAM for certain schools within Santa Rosa County, Florida.

WHEREAS the Marjory Stoneman Douglas High School Public Safety Act increases the need for greater vigilance in the providing of school safety; and

WHEREAS, for the protection and safety of school personnel, students and visitors, each district school board and school district superintendent are required to partner with law enforcement agencies to establish a School Guardian program to assign one (1) or more School Guardians at school facilities within the school district pursuant to Section 1006.12, Florida Statutes; and

WHEREAS, pursuant to Section 30.15, Florida Statutes, the school board has voted by a majority to implement a guardian program, and the Sheriff has established a guardian program to provide training, to school district or charter school employees.; and

WHEREAS the School Board may choose to participate in the Coach Aaron Feis Guardian Program if such program is established pursuant to Section 30.15, Florida Statutes to meet the requirement of establishing a safe-school officer; and

WHEREAS the School Board and the Sheriff agree that the implementation of the Coach Aaron Feis Guardian Program for the 2022-2023 school year is in the best interest of school personnel, students, visitors, and the public; and

WHEREAS, the School Board and the Sheriff have agreed to participate in the Coach Aaron Feis Guardian Program for the 2022-2023 school year under the terms and conditions set forth herein.

WHEREAS, nothing in this Memorandum shall be construed to create or imply an employment relationship between SRSO and the School Guardian.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

A. DUTIES OF THE SHERIFF

1. Pursuant to Senate Bill 7026 (2018) as codified within Section 30.15, Florida Statutes, establish a Coach Aaron Feis Guardian Program to aid in the prevention or abatement of active assailant incidents on school premises.
2. Provide School Guardian candidates one hundred forty-four (144) total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which includes:
 - a. eighty (80) hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least ten percent (10%) but no more than twenty percent (20%) more rounds fired than associated with academy training. Program participants must achieve an eighty-five percent (85%) pass rate on the firearms training.
 - b. sixteen (16) hours of instruction in precision pistol.
 - c. eight (8) hours of discretionary shooting instruction using state-of-the-art simulator exercises.
 - d. eight (8) hours of instruction in active shooter or assailant scenarios.
 - e. eight (8) hours of instruction in defensive tactics.
 - f. twelve (12) hours of instruction in legal issues.
 - g. twelve (12) hours of nationally recognized diversity training
3. Coordinate with the School Board, as requested, to ensure that all School Guardian candidates:
 - a. Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of Section 112.0455, Florida Statutes, and the Sheriff's Office.
 - b. Submit to and pass a Level II background check as set forth in Sections 1012.465, 1012.32, and 435.04 of Florida Statutes.
 - c. Successfully complete ongoing training, active shooter, weapon inspection, and firearm qualification on at least an annual basis.
 - d. Submit to and pass a CVSA administered by the Santa Rosa County Sheriff's Office.
 - e. Sign a Guardian Agreement with the Sheriff. **(Exhibit A)**

4. Appoint as School Guardians, without the power of arrest, School Board Guardians who:
 - a. Possess a valid Florida concealed carry license issued under Section 790.06, Florida Statutes prior to the submitting the application for Guardian Program Training
 - b. Complete one hundred forty-four (144) total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, as detailed within A{2).
 - c. Has completed the requisite psychological evaluation, initial drug test, Level II background check, and diversity training detailed within A(3).
 - d. Are not currently employed by the School District of Santa Rosa County in another capacity or currently employed by the Sheriff or any other law enforcement agency as a reserve or commissioned deputy.
5. Issue a School Guardian certificate to individuals who meet the requirements set forth in section A(4) of this Agreement. **(Exhibit B)**
6. Conduct annual in-service training for School Guardians certified by the Sheriff, to include four (4) hours of Active Shooter training, and four (4) hours firearm training and qualification,
7. Maintain documentation of weapon and equipment inspections, as well as the training, certification, inspection, and qualification records of each School Guardian appointed by the Sheriff.
8. The Sheriff will not certify as School Guardians candidates who:
 - a. Do not achieve an eighty-five percent (85%) pass rate on the firearms training.
 - b. Fail to pass or complete any of the requirements described in sections 2 and 3, above.
9. The Sheriff will decertify School Guardians who:
 - a. Do not successfully pass or complete ongoing training, weapon inspection, or firearm qualification.
 - b. Fail to pass or complete any of the requirements described in sections 2 and 3, above.

10. The Sheriff will have no obligation to re-test or provide remedial training for School Guardians or School Guardian candidates who do not successfully complete the training and testing described in sections 2 and 3, above.
11. The Sheriff will have sole responsibility and discretion in determining certification requirements, determining which individuals will receive certification, and executing appropriate written agreements with Guardian appointees.
12. To the extent not addressed specifically herein, the Sheriff agrees to provide all training required of the school Guardians pursuant to Florida law and ensure all School Guardians are qualified under Florida law, including all requirements set forth in section 30.15 and 1006.12 Florida Statutes, and all amendments thereto during the term of this agreement.
13. The Sheriff or Superintendent reserves the right to terminate the School Guardian program at any time. The Sheriff also reserves the right to revoke the individual School Guardians Certification at any time. The superintendent also reserves the right to revoke the employment of an individual School Guardian at any time.

B. DUTIES OF THE SCHOOL BOARD

1. The School Board will have sole discretion in the recruitment, hiring, retention, and supervision, of School Guardians and will comply with all requirements set forth in Senate Bill 7026 (2018), the Marjory Stoneman Douglas High School Public Safety Act.
2. The School Board shall post positions, conduct interviews and hire School Guardians. Such positions are armed positions requiring appointment as a "guardian" as outlined in the Marjory Stoneman Douglas High School Public Safety Act; however, School Guardians shall have no law enforcement authority, except to the extent necessary to prevent or abate an active assailant incident on a Santa Rosa County school or center site in accordance with the limitations set forth in Section 30.15 Florida Statutes. School Guardians will ensure the safety, security, and welfare of all students, faculty, staff, and visitors in the assigned school or center site.

3. Ensure that each School Guardian undergoes Level II background screening as set forth in the Sections 1012.465, 1012.32 and 435.04, Florida Statutes, and School Board before certification as School Guardian by the Sheriff.
 - a. The School Board shall provide the Sheriff with a list of candidates who successfully complete a Level II background screening prior to the commencement of training.
 - b. The School Board shall provide the Sheriff with the results of a 10 panel drug screen with steroid.
4. Ensure that all School Guardians submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of Section 112.0455, Florida Statutes, and the Sheriff's Office before certification as School Guardian by the Sheriff.
5. Ensure that each School Guardian has and maintains a valid Florida Concealed Carry Permit pursuant to Section 790.06, Florida Statutes, Prior to the start of Guardian Program Training and thereafter certification as School Guardian by the Sheriff.
6. Ensure that each School Guardian possesses a valid driver's license at the time of employment and before certification as School Guardian by the Sheriff.
7. Ensure that each School Guardian meets all other statutory requirements for employment within the School District.
8. Conduct all professional development training and instruction pertaining to school rules, laws, and procedures.

Should grant funds obtained by the Sheriff not be available or should grant funds be insufficient to cover the Sheriff's cost to train School Guardians for the School Board, the School Board shall pay the balance of the costs associated with training and annual in-service training. Payment shall be made within thirty (30) days of invoice by the Sheriff. The Sheriff agrees to apply for all available funding regarding school guardian training programs when only Sheriff's may apply. Any adjustment shall be promptly applied as a proration or reimbursement within thirty (30) days.

C. MUTUAL UNDERSTANDING

1. The School Board shall not present a candidate for consideration for the School Guardian Program to the Sheriff nor will the Sheriff consider for appointment any candidate that:
 - a. Was a former employee of the School Board or non-probationary Sheriff employee who had a less-than-satisfactory work record. This includes employees with a less-than-satisfactory rating on their annual performance evaluation and/or employees who terminated employment with an unresolved performance improvement plan.
 - b. Was a former employee previously employed by the School Board, law enforcement agency, correctional agency, or private security company that separated under any of the following categories:
 - i. Dismissed in Bad Standing/Termination
 - ii. Resignation While Under Investigation
 - iii. Resignation in Lieu of Termination
 - iv. Separated under negotiated settlement agreement as allowed under Florida Statutes.
 - c. Was a former employee previously employed by the School Board or Sheriff who otherwise would not be eligible for re-hire.
 - d. Was a former employee of the School Board or law enforcement agency whose misconduct is discovered after separation from service and such misconduct would have constituted just cause for termination under the agency policies and/or established practices.
 - e. Military Veterans that have been discharged under less than honorable conditions.

2. The Sheriff and the School Board acknowledge and agree as follows:
 - a. School Guardians are part-time employees of the School Board.
 - b. School Guardians are not contractors or agents of the Sheriff.

- c. School Guardians will carry only the issued firearm with which they have qualified during School Guardian training conducted by the Sheriff, and for which the Sheriff maintains weapon and equipment inspection and qualification records.
- d. School Guardians will requalify with their assigned duty weapon and attend in- service training conducted by the Sheriff on an annual basis.
- e. School Guardians will be required to immediately return their duty weapon and all other property issued by the School Board and/or Sheriff upon request, termination, retirement, or other separation from employment. Prior to employment, School Guardians will sign an acknowledgment that they understand and accept this duty.
- f. School Guardians will acknowledge, in writing, that they have received a copy of the Guardians' Standard Operating Procedure developed by the School Board.
- g. Pursuant to Section 30.15, Florida Statutes, School Guardians have no authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident on school premises.
- h. As school employees, School Guardians have no authority to act that is independent of the authority provided in Section 30.15, Florida Statutes.
- I. The Sheriff shall have the sole discretion to revoke the certification of a School Guardian if the School Guardian is:
 - a. arrested or charged with a felony or crime of violence or any disqualifying offense pursuant to the policies of the School Board
 - b. has an active injunction prohibiting the School Guardian from owning or possessing a firearm;
 - c. prohibited pursuant to Risk Protection Order or Temporary Risk Protection Order from owning or possessing a firearm;
 - d. subject to a firearm ownership or possession disability pursuant to Florida Statutes 790.064, is the subject of a Baker Act or Marchman Act; the subject of a DCF investigation.

- e. has been charged with or arrested for improper exhibition of a weapon.
- f. fails to pass a random or reasonable suspicion drug and/or alcohol test, or any other reason causing a reasonable concern for the School Guardian performing their duties in a safe manner as School Guardian;
- g. fails to maintain good moral and ethical character.

3. Either the Sheriff or the School Board shall notify the other party within twenty-four (24) hours of any issue that could reasonably lead to discipline or revocation of certification. The Sheriff or his designee shall promptly notify the School Board immediately of any such revocation.

D. INSURANCE/INDEMNIFICATION

Each party shall be solely responsible for the conduct of its employee and agents in connection with their performance of obligations hereunder, and hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed limitations set forth in Section 768.28, Florida Statutes, as it now exists or as it may be amended.

E. TERM OF AGREEMENT

1. The term of the Agreement shall commence upon July 1, 2022, and end on June 30, 2023. This Agreement may be terminated without cause by either Party, by providing the other Party written notice ninety (90) calendar days in advance of the termination.
2. This agreement between the parties may be extended year to year by the mutual consent and in writing by both parties and is subject to any statutory amendments to the Coach Aaron Feis School Guardian Program.

F. MISCELLANEOUS PROVISIONS

1. **NOTICE.** Notices required to be given by this Agreement shall be in writing and hand delivered or sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or to such other person or place specified for giving notice as designated by written notice in the manner provided herein.

FOR SHERIFFS OFFICE: Robert "Bob" Johnson, Sheriff
5755 East Milton Road
Milton, Florida 32583

With copy to: Jennifer Rogers
General Counsel
5755 East Milton Road
Milton, Florida 32583

FOR SCHOOL BOARD: Dr. Karen Barber, Superintendent
6032 Hwy 90
Milton , Florida 32570

With copy to: Terry J Harmon, School Board
Attorney
Sniffen & Spellman, P.A.
123 North Monroe Street
Tallahassee, Fl 32301

2. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, and performance.
3. **FORUM AND VENUE.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction, in Santa Rosa County, Florida, or the United States District Court for the Northern District of Florida, Pensacola Division.
4. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and merges and supersedes any and all other discussions, agreements, and understandings, either oral or written, between the parties with respect to the subject matter hereof.

5. **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
6. **AMENDMENTS OR MODIFICATIONS.** Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes.
7. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by either party without the prior express written consent of the other party.
8. **PUBLIC RECORDS.** The School Board and the Sheriff acknowledge that section 119.0701, Florida Statutes, places certain responsibilities on parties that contract with government entities, including but not limited to the obligation to keep, maintain and provide access to public records that ordinarily and necessarily would be required by the public agency in order to perform the service. The School Board and the Sheriff agree to comply with section F.S. 119.0701 in all respects.

IF THE SCHOOL BOARD OR THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY MAY CONTACT THE ATTORNEYS LISTED IN SECTION F(I) OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and to be effective from the day and year first written above.

SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

By: _____ Date: _____

ATTEST:

By: _____ Date: _____

**APPROVED AS TO FORM
& SUFFICIENCY:**

SHERIFF OF SANTA ROSA COUNTY, FLORIDA

By: _____ Date: _____

Robert "Bob" Johnson, Sheriff