MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective the 1st day of July, 2019, irrespective of when signed, by and between the School Board of Brevard County, Florida, (hereinafter referred to as the "Board"), and Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, (hereinafter referred to as the "Sheriff"). The Board and the Sheriff are herein collectively referred to as the "Parties" and individually referred to as a "Party."

WHEREAS, the Board finds and determines that a Safe School Security Program provided and coordinated by the Sheriff is in the best interest of the Brevard Public School District and the Brevard County community; and

WHEREAS, the Board believes that this MOU with the Sheriff will better accomplish his constitutional and statutory duties, to provide a safe and secure environment for Brevard County while fostering a better relationship between citizens, students and law enforcement, and will result in a diminution of crime and delinquency; and

WHEREAS, the Board requests and the Sheriff desires to establish a partnership to provide experienced law enforcement leadership and services for the Brevard Public School District, where the Sheriff shall work in coordination with the Board to direct and provide consistent law enforcement direction, guidance and leadership districtwide as the Board’s Office of District and School Security; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the Board and the Sheriff believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies and provide/expand opportunities for safety and security training and awareness for the Board’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the Board and the parents of such students.

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. The Sheriff shall assign one (1) Deputy Sheriff, a sworn law enforcement officer, who has the rank of Major or higher (the “Major”) to work full-time in the Board’s Office of District and School Security to direct law enforcement services and provide consistent direction, coordination, collaboration and training of all safe school officers or school resource officers at each Brevard Public School in the school district to provide management, leadership and oversight for the Board’s School Security Program. For the purposes of the Chain of Command, the Major reports to the Sheriff’s designee, a Chief Officer.

3. The Sheriff shall assign one (1) Deputy Sheriff, a sworn law enforcement officer, who has the rank of Lieutenant (the “Lieutenant”) to work full-time in the Board’s Office of District and School Security to provide line supervision and direction for the District School Security Program and Security Staffing. For the purposes of the Chain of Command, the Lieutenant reports to the Major.

4. The Sheriff shall assign two (2) Deputy Sheriffs, sworn law enforcement officers, who has the rank of Sergeant (the “Sergeant”) to work full-time in the Board’s Office of District and School Security to provide direct security support and line supervision for the School Security Staffing. The Sergeant shall support the requirements of the Marjory Stoneman Douglas High School Public Safety Act to include, but are not limited to, the Board’s Risk Assessment processes and Safety Drill coordination. For the purposes of the Chain of Command, the Sergeant reports to the Lieutenant.

5. The Sheriff shall assign one (1) Deputy Sheriff, a sworn law enforcement officer, who has the assignment of Agent (the “Agent”) to work full-time in the Board’s Office of District and School Security to provide both internal administrative investigative support as directed and external criminal investigative coordination and review. For the purposes of the Chain of Command, the Agent reports to the Lieutenant.

6. The Sheriff shall assign one (1) Deputy Sheriff, a sworn law enforcement officer, who has the assignment of K-9 Deputy (the “K-9 Deputy”) to work full-time in the Board’s Office of District and School Security to provide K-9 and handler skills for awareness, safety and security programs. For the purposes of the Chain of Command, the K-9 Deputy reports to the Lieutenant.
7. The Sheriff shall assign twenty-eight (28) Deputy Sheriffs (the “SROs”), each of whom is a sworn law enforcement officer, to work full-time at designated Brevard Public School campuses to provide security, preparation drills, safety training and safety awareness related programs to the respective school campus, students, employees, volunteers and visitors of the Brevard Public School District. For the purposes of the Chain of Command, the SROs report to their assigned Sergeant.

8. The Sheriff shall assign at least one (1) School Security Program Specialist (the “Specialist”) to work full-time in the Board’s Office of District and School Security to include school campuses. The Specialist will monitor, coordinate, and document the Sheriff’s School Security Program, the responsibilities associated to the Marjory Stoneman Douglas High School Public Safety Act and the S.T.A.R. program curriculum. For the purposes of the Chain of Command, the Specialist reports to the Major.

9. The Sheriff shall be responsible for providing law enforcement services as outlined in this MOU, and each of the two appendices “A” & “B” to this MOU, consisting of at least one (1) SRO “assigned” per campus to any of the following twenty-seven (27) school campuses: Cape View Elementary, Audubon Elementary, Edgewood Jr./Sr. High, Jefferson Middle, Lewis Carrol Elementary, Merritt Island High, MILA Elementary, Stevenson School of the Arts, Tropical Elementary, Atlantis Elementary, Challenger 7 Elementary, Enterprise Elementary, Mims Elementary, Pinewood Elementary, Space Coast Jr./Sr. High, Hoover Middle, Indialantic Elementary, Sea Park Elementary, Fairglen Elementary, Manatee Elementary, Quest Elementary, Saturn Elementary, North/Central Alternative Learning Center, Suntree Elementary, Viera High, Williams Elementary and the South Alternative Learning Center.

10. The term “assigned” as referenced within this MOU and associated Appendices is defined as SROs who are responsible for providing law enforcement services to respective campuses. The assignment criteria will be at least one (1) full time SRO to each High School, at least one (1) full time SRO for each Middle School, and at least one (1) SRO for each elementary school, all contingent upon the Board’s Safe School funding.

11. The Parties may, from time to time, modify the identity and number of school campuses at which the Sheriff shall provide SRO law enforcement services.
12. The Sheriff may, after the request of a municipal governing authority and the approval of the Sheriff, choose to provide law enforcement services for a specifically identified campus in municipal jurisdictions, only after a separate and independent agreement has been executed between the Sheriff and the respective municipal governing authority.

13. This Agreement shall be effective commencing July 1, 2019, and terminate on June 30, 2020, unless canceled or otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2020, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1st, and ending on June 30th, of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

14. The Board and the Sheriff shall renegotiate the Consideration Clauses of this MOU each year of the term of this MOU.

15. At all material times, the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist shall be employees and agents of the Sheriff, subject exclusively to the supervision and control of the Sheriff through the Brevard County Sheriff’s Office Chain of Command. The Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist perform the duties of, and provide the law enforcement services of the Board’s Office of District and School Security. The Sheriff will consult with the Superintendent or designee, who is employed by the Board relative to the selection of the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist to be assigned to provide the services set forth in this MOU and as further described in Appendix A, Job Descriptions, attached to this MOU as Appendix A and by this reference incorporated herein. A request of the Board to remove a selection by the Sheriff for the positions of Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SRO, and Specialist shall not be arbitrary or capricious, and may not be based upon any motivation that relates to the candidate’s race, sex, religion or the existence of any physical handicap, it being the express intent that the rejection of any candidate proposed by the Sheriff shall not constitute a violation of any state or federal law. The Major shall work with the Superintendent or designee in carrying out the duties of the Major as contained in this MOU, including Appendix A. The Major is to take into account the input received from the Board, but in no event shall the Major take any action or refrain from taking any action that is contrary to the policies and procedures of the Brevard County Sheriff’s Office or any provision of Florida or federal law. The Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist shall work with the Major in carrying out the duties of the Lieutenant,
Sergeants, Agent, K-9 Deputy, SROs, and Specialist contained in this MOU, including each of the attached and referenced appendices to this MOU. The Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist are to take into account the input they receive from the Superintendent or designee and the Major, but in no event shall the Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, or Specialist take any action or refrain from taking any action that is contrary to the policies and procedures of the Brevard County Sheriff’s Office or any provision of Florida or federal law.

16. The Superintendent shall be provided with an opportunity for input in the evaluation of the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist, which may cause the Sheriff to reassign the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, or Specialist if the Superintendent reasonably believes that the retention of the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, or Specialist is not in the best interest of the Board and the Brevard Public School District; provided, however, that no such reassignment may be predicated upon any arbitrary, capricious, or discriminatory reason, nor may such reassignment violate any state or federal law.

17. Consideration Clause (A): The Board agrees to reimburse the Sheriff a flat-fee for services to be rendered, which includes the salary, benefits and associated costs of the Sheriff as agreed upon for the assigned (1) Major, (1) Lieutenant, (1) Agent, (1) K-9 Deputy, and (1) Specialist, which is Five Hundred Forty-One Thousand Five Hundred Eighty and 00/100 Dollars ($541,580.00).

18. Consideration Clause (B): The Board agrees to reimburse the Sheriff a flat-fee of Fifty-Two Thousand and 00/100 ($52,000.00) per SRO and two (2) Sergeants for services to be rendered, which includes the salary, benefits and associated costs of the Sheriff as agreed upon for the assigned twenty-eight (28) SROs and two (2) Sergeants, which is One Million Five Hundred Sixty Thousand and 00/100 Dollars ($1,560,000.00).

19. If the Sheriff can provide additional SROs to be assigned to Board campuses, beyond the twenty-eight (28), the Board will reimburse the Sheriff a prorated amount for each additional SRO in an amount equal to Fifty-Two Thousand and 00/100 ($52,000.00) multiplied by a fraction, the numerator of which shall be the number of remaining scheduled school days remaining in the then current school year and the denominator of which shall be one hundred ninety (190) days.
20. While preparing, training, and equipping the Board’s School Safety and Security Specialists, it was determined that a critical component, as identified in the Stoneman Douglas Commission Report, was the lack of communication. It is important that the Board’s School Safety and Security Specialists be outfitted with the appropriate communication resource such as a cellular smart-telephone capable of instantaneous connection with the Board’s Mutualink™ (School Security Camera Monitoring System) and the Rave™ (Soft Panic Button Application) for emergency mass notification and response software, paramount to ensuring threat assessment, information sharing and an immediate communication/response to/from responding law enforcement/public safety personnel. Additionally, the device is a core scheduling application for training, security drills, details and events, personnel, and reporting processes. The cellular telephone, voice/data/messaging, case/belt clip, and associated fee plan for the Board’s School Safety and Security Specialists at Five Hundred Seventy-Three and 00/100 Dollars ($573.00) annually for each of the Thirty-Four (34) School Safety and Security Specialists totaling Nineteen Thousand, Four Hundred Eighty-Two and 00/100 Dollars ($19,482.00).

21. The Sheriff shall be responsible for making salary payments and providing benefits to the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist as employees of the Sheriff. The Board shall reimburse the Sheriff in an amount not to exceed Two Million One Hundred Twenty-One Thousand Sixty-Two and 00/100 Dollars ($2,121,062.00), payable to the Sheriff in four (4) installments calculated as contemplated in Paragraphs 17, 18, 19, and 20 in the amount of Five Hundred Thirty Thousand Two Hundred Sixty-Five and 50/100 Dollars ($530,265.50). Payments are due on or before August 1, 2019 (covering the period beginning July 1, 2019 through September 30, 2019), November 1, 2019 (covering the period beginning October 1, 2019 through December 31, 2019), February 1, 2020 (covering the period beginning January 1, 2020 through March 30, 2020), and April 1, 2020 (covering the period beginning April 1, 2020 through June 30, 2020).

22. Sheriff agrees that SRO positions in which the Sheriff has agreed to provide to the Board by the terms of this MOU, where the Sheriff has been receiving Board reimbursement payments will not become vacant, and remain vacant for a term that exceeds seven (7) consecutive working days without providing a replacement deputy sheriff to provide the law enforcement services as identified by this MOU.

23. The Board shall provide the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist with appropriate work space. Furthermore, the Board shall provide the Major, Lieutenant, Sergeants, and Agent with clerical support and supplies necessary to perform the assigned duties to support the responsibilities of.

24. The Sheriff shall provide the law enforcement equipment and training related to the services provided for the Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialist.

25. The Major, Lieutenant, Sergeants, Agent, K-9 Deputy, SROs, and Specialists shall be responsible for the duties as approved by the Sheriff and the Board as referenced within this MOU.

26. Board members or any employee under the jurisdiction of the Board shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the Sheriff. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Sheriff or designee.

27. After consultation and approval of the Sheriff or designee, the Board, to include any employee who falls under the jurisdiction of the Board, may request an SRO to adjust his/her respective schedule as appropriate and may assign an SRO to duties after regular school hours, such as participating in extracurricular school events, chaperoning school field trips, or other after-school activities. Any such request shall not conflict with Brevard County Sheriff’s Office Policy, the SROs’ respective Collective Bargaining Agreement, or result in overtime expenses to either the Sheriff’s Office or the Board. Such requests requires authorization by the Major prior to implementation. The Board will not compensate an SRO in any capacity outside of the Consideration Clause as otherwise referenced within this MOU. After-school activities will be under the supervision of Brevard Public School personnel. After-school activities do not include activities such as, but not limited to, football games, basketball games, soccer games, baseball games, softball games, track events, band competitions, dances, project graduation, Parent Teacher Organization meetings, Faculty meetings, Student Council meetings, or graduation ceremonies for which a separate Off-Duty detail agreement for specific security services are required by the Brevard County Sheriff’s Office unless otherwise authorized by the Major.

28. The Sheriff shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
29. The Agent’s role is to assist the Board with public integrity investigations of Board employees as requested by the Superintendent or designee. The Agent shall additionally assist the SROs with criminal investigative coordination at their respective Brevard Public School campus.

30. Criminal investigations originating on Brevard Public School campuses under the law enforcement jurisdiction of a municipal police department shall be communicated to the Major in a reasonable and timely manner for the Board’s knowledge, but such matters shall be investigated by the respective municipal police department unless otherwise directed by the Sheriff or Chief Deputy after consultation and agreement with the respective Chief of Police.

31. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the Sergeants, K-9 Deputy, and SROs may be assigned other law enforcement duties by the Sheriff.

32. At all material times, the Lieutenant, Sergeants, K-9 Deputy, and SROs shall wear the Brevard County Sheriff’s Office uniform, which consist of either a Class A short sleeve or long sleeve. Class B uniforms are only approved for attending trainings or other functions as authorized by the Major. No other clothing is permitted while performing the duties as approved by the Sheriff and the Board and referenced in this MOU or the appendices attached to this MOU unless specifically authorized by the Sheriff or designee.

33. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party’s employees, officers, agents, or attorneys.

34. The provisions of this Paragraph 34 are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

35. The Board desires and the Sheriff agrees to continue to facilitate the S.T.A.R program (Success Through Awareness and Restoration), an innovative program designed and implemented with committed resources (SROs) by the Sheriff at the North/Central Alternative Learning Center. The program is set forth in this MOU and further described in Appendix B, S.T.A.R. Program, attached to this MOU as Appendix B and by this reference incorporated herein.
36. This MOU and respective Appendices “A” and “B” constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Appendices “A” and “B”.

37. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

38. This MOU is for the benefit of Board and the Sheriff. No other person is intended to be a beneficiary under this Agreement. No employee of the Sheriff shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the Sheriff nor the Board assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

39. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

40. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a sheriff who succeeds the Sheriff in office. This MOU shall be binding on the Parties’ respective successors.

41. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

42. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state’s conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

43. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
44. Notwithstanding any provisions in this MOU to the contrary, if the Board does not provide funding to the Sheriff to provide services pursuant to this MOU or any appendix contained or referenced, the Sheriff may terminate this MOU without incurring any further liability or obligations of the Sheriff to the Board.

45. Either Party may terminate this MOU upon thirty (30) days’ written notice to the other Party. Any termination of this MOU that results in overpayment to the Sheriff will result in the return of funds to the Board equal to the proportionate amount of time remaining in the MOU.

46. In the event any funding, reimbursement and/or resources relating to school security becomes available to the Board or Sheriff, such funding will trigger the opportunity for the Sheriff and Board to review and discuss for potential funding.

47. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

48. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE SHERIFF’S CUSTODIAN OF RECORDS (CURRENTLY MANAGER DEBRA HOLT) AT 321-264-5214, DEBRA.HOLT@BCSO.US, BREvard COUNTY SHERIFF’S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.**

49. **IF THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE SHERIFF’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE SHERIFF SHALL CONTACT THE BOARD’S CUSTODIAN OF RECORDS (CURRENTLY CASEY PIQUERO) AT 321-633-1000, EXT. 453, PIQUERO.CASEY@BREVARDSCHOOLS.ORG, SCHOOL BOARD OF**
BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, FLORIDA 32940.

IN WITNESS WHEREOF, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2019.

SHERIFF OF BREVARD COUNTY, FLORIDA

BY

Wayne Ivey, Sheriff of Brevard County, Florida

Dated: 5/7/19, 2019

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY

Tina Descovich, Chairperson

Dated: __________________, 2019

BY

Dr. Mark W. Mullins,
Superintendent

Dated: __________________, 2019

Approved as to form:

Charles L. Nash, General Counsel
Brevard County Sheriff’s Office

Dated: May 7, 2019

Approved as to form:

Amy D. Envall, General Counsel
School Board of Brevard County

Dated: __________________, 2019
ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- Plan, develop, organize, and implement the investigative procedures for the Brevard County School Board, and provide necessary training to school and District Staff.
- Cooperate in all areas concerning the exchange of valid information with schools.
- Coordinate the School Resource Officer Program by serving as a liaison for inter-agency agreements and direct interface with SROs in each school, provided for by law pursuant to F.S. 230.2318. Conduct the more sensitive and confidential investigations as required by the Superintendent; interact with Florida Department of Education – Office of Professional Practices as required.
- Provide direct supervision of all Brevard County Sheriff’s Office School Resource Officers.
- Act as consultant to principals and supervisors in handling various situations that arise; i.e., taking into custody of students, notifying local law enforcement departments regarding all weapons or violent behavior.
- Supervise the provision of information and notification to schools concerning criminal delinquent activity on the part of students, from Law Enforcement, the State Attorney, and the Courts pursuant to F.S. 39.37, F.S. 232.26(2), and F.S. 230.335. Establish procedures based on legal requirements.
- Serve as advisor on committees having to do with unique problems, i.e., suspensions and expulsions, narcotic seminars, vandalism, security standards, and property damage.
- Assist federal agencies regarding possible security risks.
- Assemble reports on all investigative findings of violations or arrests on any School Board employees; report findings to proper authority and personnel.
- Provide security at School Board meetings and other District meetings/events as needed.
- Attend School Advisory Council meetings as Parent/Community Outreach representative upon request.
• Prepare and present investigations for Unemployment Compensation Hearings which are the result of criminal activity or detected drug use.
• Assist, upon request, in dealing with extremely sensitive field incidents, (i.e. student incidents, employee incidents) and compiling investigative reports.
• Establish and maintain rapport with local, state, and federal law enforcement agencies.
• Ensure cooperation with regard to the Interagency Agreement-Law Enforcement and Juvenile Justice pursuant to F.S. 39.045(5).
• Coordinate investigations of theft and vandalism where they concern District property.
• Serve as liaison between various departments in the school system and various juvenile justice committees as well as Juvenile Court.
• Serve as the District representative for the Emergency Operations Center (EOC).
• Supervise fingerprinting of all new employees and obtain information for security clearances of all employees in the school system as well as security trailer occupants.
• Coordinate training related to safety & security needs for students, parents, and staff.
• Coordinate required annual reporting for OPPAGA.
• Serve special notices as requested within the school system.
• Direct Photo Identification Program by preparing and updating all photo identification cards for instructional, support, and administrative school district employees.
• Ensure compliance with Board rules and applicable federal, state, and local laws and regulations.
Appendix-A

Lieutenant

ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Makes decisions, taking into consideration all available information, including regulations and federal, state, and local laws.
- Communicates with superiors and subordinates in oral and written form.
- Keeps operational records and completes reports.
- Maintains positive public relations with other agencies and the public.
- Meets with citizens to discuss law enforcement related topics.
- Disseminates administrative policy to subordinates and ensures that they meet departmental goals and objectives.
- Identifies training needs and ensures that adequate training is given to meet these needs.
- Reviews reports and significant cases for completeness and accuracy and determines if further investigation is necessary.
- Reviews and analyzes work product and job performance of subordinates. Inspects subordinates.
- Provides direction and guidance for subordinates to assist them in handling major and minor situations. Counsels subordinates to alleviate misunderstanding and provide input.
- Investigates complaints by citizens and recommends action in order to resolve the issue.
- Assumes field command if major situations occur.
- Directs and/or participates in meetings in a manner consistent with the development of the Sheriff's vision statements and agency goals and objectives.
- Represents the Sheriff's Office in general and the Sheriff in particular dealing with outside interests (e.g., individuals, groups, and other county agencies).
- Gathers information and solves emergency problems as well as requests requiring immediate attention.
- Identifies needs, prepares budgets and reviews and monitors accounts.
- Writes and/or reviews new policy statements for appropriate area to ensure consistency with existing policies.
- Institutes reporting procedures to monitor the progress of proposed activities (e.g., expenditures, completion of objectives, acquisition of personnel or property).
- Reviews and disseminates materials (e.g., memos, bulletins, publications of relevance to law enforcement) to keep self and others informed.
- Performs administrative and technical functions unique to area of assignment.
Appendix-A

Sergeant

ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Visits various school campuses throughout the shift, maintaining a monitor, communication and responsibility support role in assisting SROs to carry out their duties.
- Responds to school, student, educator, Board and community needs in timely manner so that a satisfactory level of community understanding and cooperation will be achieved.
- Provides line supervision to include monitoring activities, performing the functions of a School Resource Officer, approving reports, activities and assignments.
- Remains informed as to SRO activities and events in progress, makes correct determinations of goals, and assists SRO activities as required.
- Participates and coordinates on-scene activities or operations to effectively resolve the situation.
- Assigns SROs to tasks/projects based on Board needs and staff resources as directed by the Major.
- Provides regular feedback to SROs regarding job performance, performance expectations and plans performance improvement strategies; conducts probationary and special written performance evaluations as directed by the Major.
- Collects complete and accurate information and prepares clear, concise reports or affidavits.
- Regular, dependable and punctual attendance is an essential function of this job.
Appendix-A

Agent

ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- Plan, develop, organize, and implement the investigative procedures for the Brevard County School Board, and provide necessary training to school and District staff.
- Cooperate in all areas concerning the exchange of valid information with district personnel.
- Conduct sensitive and confidential investigations as required by the Superintendent; interact with Florida Department of Education – Office of Professional Practices as required.
- Disseminate pertinent information to staff members regarding investigative findings and conclusions.
- Consult with school principals and supervisors in handling various situations that occur.
- Assemble reports on all investigative findings of violations or arrests on any School Board personnel, and provide findings to proper authority.
- Assist in security support for School Board meetings, and other District activities as needed.
- Assist in the preparation and presentation of Department of Economic Opportunity proceedings (Unemployment Compensation) involving criminal activity and/or detected drug use.
- Ensure cooperation with local, state, and federal law enforcement agencies involving School Board concerns.
- Ensure compliance with School Board rules and applicable federal, state, and local laws and regulations.
Appendix-A

K-9 Deputy

ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- Initiates, develops, and maintains open lines of communication with other agencies and officials in order to optimize performance and organizational effectiveness.
- Assist with investigating truancy issues within Brevard County Schools.
- Uses appropriate counseling techniques in accordance with agency polices to counsel juveniles and their families or guardians, providing them with factual and legal information regarding consequences of unlawful behavior and the legal rights of juveniles.
- Speaks before the public including citizen groups and in Brevard County Schools.
- Physically contacts assigned juveniles often, providing appropriate documentation.
- Utilizes K-9 resource to respond to reports of suspected narcotic cases, and to proactively identify narcotics on School Board Property.
- Attends monthly meetings with School Resource Officers.
- Works with the Specialist and others to maintain and update juvenile activity to include SpeakOut TIPS.
- Identifies and targets specific areas of juvenile crimes and issues within Brevard County.
- Provides K-9 support to locate and identify dangerous and suspicious contraband on Board properties.
- On occasions where a SRO may be attending training or unavailable due to leave, the K-9 Deputy will be assigned to provide SRO law enforcement service coverage for those schools the Sheriff provides SRO coverage as directed by the Major or designee.
Appendix-A

School Resource Officer (SRO)

ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- Serve as a law enforcement officer of the State of Florida as authorized by F.S. 943.13, to include the pursuit, apprehension, and arrest of law violators or suspected law violators.
- To enhance student safety and improve the security of school campuses.
- To develop and promote positive relationships between students and law enforcement officers.
- To foster a better understanding of law enforcement officers in the community.
- To develop positive concepts of law enforcement.
- To identify and prevent delinquent behavior through counseling and referral.
- To provide assistance and support for victims of crime identified within the school setting, including abused children.
- To develop a better appreciation of citizenship, citizens’ rights, obligations, and responsibilities.
- To provide information about crime prevention.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To provide materials and consultative assistance to teachers and parents on various law education topics.
- Not less than one time per semester, the SRO and Principal will meet to review the SRO’s plan of action and verbally discuss the SRO’s progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
- The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General’s (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
- The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, after school during student dismissal.
- The SRO shall report to their assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO
shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.

- If the SRO witnesses inappropriate or unacceptable activity on campus, they will report the incident to the school administration and as appropriate take law enforcement action. Both Sheriff’s Office and school administrative procedures shall be followed. In the event of a policy conflict, Sheriff’s Office policy and procedure shall prevail. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If possible, the SRO should coordinate arrest and other operational strategies with the Principal.

- Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the Principal and parents shall be notified and Florida State Statutes and Sheriff’s Office policy shall be followed.

- The SRO will attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program and to provide education and awareness of the safety and security measures available.

- As determined by the Sheriff’s Office, the SRO shall submit activity reports to be reviewed by the Principal and the Major of District and School Security.

- If, in the opinion of the principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the school resource officer from their duties at school. In such cases, the following procedure should be followed:

  A. The principal shall notify the Major of the concerns and meet with the SRO, and the SRO’s direct law enforcement supervisor (Sergeant) and express the concerns and needs of the school. The principal will work collaboratively with the SRO and SRO’s law enforcement supervisor to clearly identify in writing the expectations, as well as the SRO’s related duties and responsibilities. As appropriate, the SRO’s law enforcement supervisor (Sergeant) may implement a written improvement action plan.

  B. If, after reasonable review and discussion between the SRO, the SRO’s law enforcement supervisor, the Major and the Principal has occurred, and in the opinion of the principal the SRO’s effectiveness remains questionable, the principal shall notify the Superintendent or designee request the SRO be reassigned from their position at their assigned school.
Appendix-A

School Security Program Specialist

ESSENTIAL JOB FUNCTIONS:
Below are examples and are intended only as illustration of the various types of work performed in positions allocated to this class. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or logical assignment to the position.

- The tasks below are those that represent the majority of the time spent working in this class. Management may assign additional related tasks as necessary.
- Serves as administrator, facilitator and coordinator of the Brevard Public School / School Resource Officer and Safe School programs.
- Serves as law enforcement liaison to various Brevard Public School programs.
- Interacts with members of Brevard Public Schools, other law enforcement agencies, and the Brevard County Sheriff’s Office.
- Performs research utilizing Sheriff’s Office, Board and other databases.
- Design and implement a system of assessment to include data gathering.
- Provides information, guidance, and curriculum coordination to the S.T.A.R. (Success through Awareness and Restoration), and other school and security related programs.
- Performs coordinating work involving student participation and events.
- Coordinates and schedules program events and safety drills.
- Performs program needs assessments and/or participant surveys gathering information to evaluate program effectiveness.
- Solicits and coordinates community partnerships.
- Prepares activity reports, informational publications, program documentation and information.
- May serve on agency, interagency and community boards.
- Regular, dependable and punctual attendance is an essential function of this job.
Appendix-B

S.T.A.R. Program

The Brevard County Sheriff’s Office and the Board have partnered to create the S.T.A.R. Program (Success Through Awareness and Restoration) to better serve our at-risk youth attending classes at the North/Central Alternative Learning Center in Brevard County. The Program will focus on restoring students’ positive behavior and scholastic performance to graduate from High School and live a productive and crime/drug free life.

Mission Statement
Success Through Awareness and Restoration is committed to providing challenging leadership that builds character, courage and integrity through critical thinking to develop tomorrow’s leaders. Dedicated to the process of preparation meeting opportunity for a successful future. For years the School District’s Alternative Learning Center has been a focal point for students with behavior problems and other disruptive actions. Our unique enhancement of this program is for students who meet the criteria to be assigned to the Alternative Learning Center. Those students will now be part of the S.T.A.R. program.

This one of a kind program was uniquely designed to not only to prepare and restore students assigned to the program, but also serves to provide a foundation of discipline, self-esteem for students who act out and disrupt classrooms where other students want to learn.

The Sheriff has fully committed personnel to this program who work to help students better develop learning and behavior skills through reinforcement and discipline. This new initiative and our partnership with the Staff at the Alternative Learning Center have worked hand in hand to develop the curriculum. In addition to the partnership, a grant was secured to further the student developmental needs and the students’ progress to return as positive members of the student population. The program allows the school and SRO’s to identify and evaluate the actual problems, whether they be behavior, mental health or family dynamics, and provide help and counseling rather than removing them from the structure and support of the program that is truly needed.

Goal of Our Program
The S.T.A.R. program provides individual and family counseling, mentoring, substance abuse intervention, and educational/vocational programs designed to promote reintegration to their regular school campus for students enrolled at an Alternative Learning Centers. This is a list of some of the objectives that will be focused on:
1. Build capacity for life-long learning
3. Provide incentives to live healthy and drug-free lives.
4. Develop leadership potential. The S.T.A.R. program provides students with a wide range of opportunities to test themselves in leadership roles such as leading team activities in the classroom and during physical training.
5. Promote high school completion and to live a crime and drug free life. Students should know the value of their education.

**Student Expectation**
Creating and maintaining a learning environment requires the cooperation of teachers, instructors, students, and parents.

**Planning**
If you fail to plan you surely have a plan to fail. Planning is a process of establishing precisely where you want to go and why you must get there. The more time you put into your plan the more likelihood of your success. Students will be required to make a plan for the future and establish and meet goals along the way. Good Character fosters a safe, orderly and caring environment. The S.T.A.R program environment will place an emphasis on citizenship, integrity, respect, trustworthiness, responsibility, and perseverance.

**S.T.A.R. Class Motto**

I. **Self-Disciplined:**
The ability you have to control and motivate yourself, stay on track do what is right. Training that makes punishment un-necessary.

II. **Trustworthy:**
Being dependable, telling the truth, and admitting wrongdoing.

III. **Attitude:**
A way of thinking or feeling about someone or something reflected in a person’s behavior.

IV. **Respect:**
Showing high regard for authority, other people, self, and country.

Each student will be expected to memorize, understand, recite and follow the class motto.

**Program Participation**
The program is a highly structured and controlled environment with classrooms staffed with teachers and instructors. Participation in all aspects such as physical training and classroom activities is mandatory by all students. The program focuses on restoring student’s positive behavior and scholastic performance to graduate from High School and live a productive, and a crime and drug free life.
S.T.A.R
Code of Conduct

1. All students will obey rules and laws which govern their conduct while at school or on school property and to expect consequences for any inappropriate behavior.
2. All students have the responsibility to respect the rights and ideas of others that have a different point of view on some issues.
3. All students have a responsibility to respect others property at school and at school activities.
4. All students have a responsibility to learn and use the educational experiences provided for them.
5. All students have the responsibility to show respect during the pledge of allegiance to the flag, unless documented excuse has been granted.
6. All students have a responsibility to show do care of the property (e.g., textbooks, equipment, materials) provided to them by the school system.

Who & What We Are

1. Law enforcement personnel from the Sheriff’s Office, and educators and counselors from Brevard Public Schools will collaborate their efforts to serve those students who are suspended or expelled from their home school due to behavior issues at school or criminal behavior within the community.
2. Group and individual counseling available through a guidance counselor, a behavioral health counselor, and social skills facilitator.
3. Highly structured and controlled environment with classrooms staffed by teachers/assistants and instructors.
4. Provide students the opportunity to succeed in a supportive, non-traditional educational delivery system that is teacher directed, computer assisted, and is based on individual learning styles.
5. Provide follow-up visits to students’ home school after they leave the S.T.A.R. program.
6. The program is a combination of classroom activities and service learning projects.
7. Students will be participating in field trips and community service activities learning and practicing proper manners and etiquette and addressing relevant teen issues, i.e. bullying, peer pressure, underage drinking / smoking and other social issues.
8. Classroom instructions that focus on building leadership characteristics including being courteous, kind, clean, honest, helpful and trustworthy.