

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”), is entered into and made effective the 1st day of July, 2021, 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; and

WHEREAS, in accordance with the provisions of Section 30.15(k), Florida Statutes, enacted as part of Chapter 2018-3, Laws of Florida as the Marjory Stoneman Douglas High School Public Safety Act and referenced in that act as the

Coach Aaron Feis Guardian Program, the Board is shall assign a certified law enforcement officer assigned as a School Resource Officer, a school safety officer, or a Sheriff-trained Board employee to provide safety and security for each Board Campus.

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:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This Agreement shall be effective commencing July 1, 2021, and terminate on June 30, 2022, unless canceled or otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2022, 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.
3. As the 9th largest school district in the State of Florida, the 49th largest school district in the country, with over 74,000 students annually, 90 school facilities and a staff of approximately 9,300 members, the Board and Sheriff desire to serve the community and enhance students' lives by delivering the safest environment to both provide and receive the highest quality education with this collaboration.
4. The Marjory Stoneman Douglas High School Public Safety Act (Chapter 2018-3, Laws of Florida and Chapter 2019-22, Laws of Florida) statutorily mandates a district school board to revise the policies and procedures for emergency drills to include drills for active shooter and hostage situations; providing requirements for such drills; revising requirements for the emergency response policy; requiring model emergency management and emergency preparedness procedures for active shooter situations, requiring school districts to establish a schedule to test emergency communication systems; requirements relating to school security risk assessments; requiring each district school board to establish a threat assessment team at each school within the district; requiring district school boards to establish or assign safe-school officers at each district school facility within the district; requiring school resource officers and school safety officers to undergo specified evaluations; replace the term "school resource officer" with "safe-school officers"; expand the scope of safe-school allocation funds with priority for funding given to safe-school officers;

require any additional safe school allocation funds appropriated to be used exclusively for employing or contracting safe-school officers; expand the list of categorical appropriations that can be transferred by a district school board to address urgent needs, including improving school safety; among other requirements.

5. The Board believes that this MOU with the Sheriff will better accomplish the Sheriff's constitutional, statutory requirements and duties, to provide a safe and secure environment for Brevard County while fostering a better relationship between citizens, students, faculty and law enforcement, and will result in a diminution of crime and delinquency.
6. In accordance with the Marjory Stoneman Douglas High School Public Safety Act and any subsequent statutory revisions, 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 include the ninety (90) Board schools and facilities, to increase school and district security efforts and services; provide crime 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.
7. 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. The provisions of this Paragraph 7 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.
8. The Board desires and the Sheriff agrees to facilitate the S.T.O.M.P. program (Sheriff Trained Onsite Marshal Program), which is a program designed in accordance with the Marjory Stoneman Douglas High School Public Safety Act and referenced in that act as the Coach Aaron Feis Guardian Program, in accordance with the provisions of Section 30.15(k), Florida Statutes, enacted as part of Chapter 2018-3, Laws of Florida. The Sheriff shall implement the program in complete compliance with statutory requirements, at a minimum, utilizing a Florida Criminal Justice Standards and Training Commission model. The Sheriff shall use FDLE

certified Sheriff's Office resources, instructors, and facilities to accomplish all certified training.

9. The S.T.O.M.P. program is set forth in this MOU, as further described in Appendix "A", S.T.O.M.P., attached to this MOU and by this reference incorporated herein.
10. The Board desires and the Sheriff agrees to limit employees of the Board who statutorily qualify as a S.T.O.M.P. candidate to only those staff intended to serve the district in the position of "Specialist – School Safety and Security." This MOU is intended to in no way to allow, consider, or expand to any other district staff to serve as a S.T.O.M.P. authorized employee. The job description for a "Specialist – School Safety and Security" position was approved by the Board and has the sole specified designation to support the district's goals of the safety and security of students, employees, and visitors to the assigned school site by timely and proactively providing information of potential security concerns and regular updates to District Security. This position is an armed school safety guardian position as adopted in the Marjory Stoneman Douglas High School Public Safety Act.
11. Board S.T.O.M.P. certified employees, specific only to the position of a Specialist – School Safety and Security, shall have no law enforcement authority, in any capacity, except in the extent necessary to prevent or abate an active assailant incident at the premises under the jurisdiction of the Board. At all material times, the Specialist – School Safety and Security will be subject to the Board's supervision, policies, and procedures. Each Specialist – School Safety and Security shall be an employee and agent of the Board, and, except as hereinbefore provided, subject exclusively to the supervision and control of the Board through the district's supervisory structure within the Office of District and School Security.
12. Specialist – School Safety and Security personnel are not in any capacity performing as a sworn or certified law enforcement officer, and at no time are they permitted to represent themselves or act as such. Additionally, at no time shall Specialist – School Safety and Security personnel or their respective supervision and control interfere or obstruct the mission, objectives, investigation, or services of a law enforcement officer in the performance of their duties.
13. The Sheriff will consult with the Superintendent, who is employed by the Board, relative to the selection and training of the Specialist – School Safety and Security to be assigned to provide the services set forth in this MOU.

14. A request of the Sheriff to remove a selection by the Board for the position of Specialist – School Safety and Security 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 Board shall not constitute a violation of any state or federal law. The Major assigned to the District by the Sheriff shall work with the Superintendent or designee regarding the duties of the Specialist – School Safety and Security as contained in this MOU. 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.
15. The Sheriff shall be provided with an opportunity for input in the evaluation of each Specialist – School Safety and Security, which may cause the Board to reassign the Specialist – School Safety and Security if the Sheriff reasonably believes that the retention of the Specialist – School Safety and Security is not in the best interest of the Sheriff, the Board, or 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.
16. The S.T.O.M.P. program shall credential only those Board employees who have been approved after employment vetting, have successfully completed the training requirements, and who are eligible by statute and/or any related contractual bargaining agreement.
17. There is no language within this MOU or in Appendix “A” related to any Board employee compensation consideration as related to any participation in the S.T.O.M.P. program.
18. The Parties agree that funding was provided in June 2021 to the Sheriff for allowable expenditures related to the Guardian Program between May 2020, and June 30, 2021. The funding parameters may limit the Sheriff’s ability to train S.T.O.M.P. candidates during Fiscal Year 2021-2022.
19. There is no compensation due from either Party to the other Party for purposes of this MOU as it relates to the training of S.T.O.M.P. candidates. However, upon successful completion of the S.T.O.M.P. training, and funding permitting, the Sheriff will issue an approved firearm, ammunition, holster and credentials to statutorily qualified S.T.O.M.P. graduates. The Board shall reimburse the Sheriff for the cost of procuring insurance coverage for each Specialist – School Safety and

Security employed by the Board. If the Sheriff receives funding reimbursement for costs such as insurance, background screening, etc., the Board will be reimbursed for all such costs.

20. 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 potential funding or reimbursements.
21. The Board shall be responsible for making salary payments and providing benefits to each Specialist – School Safety and Security.
22. This MOU, and respective Appendix “A,” 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 Appendix “A.”
23. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
24. 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 or Board 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.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. Notwithstanding any provisions in this MOU to the contrary, if the Board does not provide support 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 to the Board. Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.
31. 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.
32. 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 AT 321-264-5214, BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.
33. 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 AT 321-633-

1000, EXT. 11453, SCHOOL BOARD OF BREVARD COUNTY, ATTENTION:
RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

SIGNATURE PAGE TO FOLLOW

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, 2020.

SHERIFF OF BREVARD COUNTY,
FLORIDA

SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA

BY _____
Wayne Ivey, Sheriff
Brevard County, Florida

BY _____
Misty Belford,
School Board Chair

Dated: _____, 2021

Dated: _____, 2021

BY _____
Dr. Mark W. Mullins,
Superintendent

Dated: _____, 2021

Approved as to form:

Approved as to form:

BY _____
Laura Moody, Chief Legal Counsel
Brevard County Sheriff's Office

BY _____
Paul Gibbs, General Counsel
School Board of Brevard County

Dated: _____, 2021

Dated: _____, 2021

Appendix-A

(Limited to position of BPS Specialist – School Safety and Security)

- **Qualifying Criteria**

- BPS Staff Member (specific only to those employees who are statutorily eligible and hired to serve in the position of “Specialist – School Safety and Security.” NO other BPS employee positions will be permitted to serve as a Board approved and S.T.O.M.P. credentialed employee)
- Possess a Valid Concealed Carry License
- Successfully Complete a Sheriff approved Application/Background Vetting process
- Receive Sheriff or designee Approval
- Successfully Complete a Psychological Evaluation
- Successfully Complete a Drug Screening Test
- Receive Sheriff Panel Review Board Recommendation
- Successful Completion of 176-hours Training Program

- **Certification Training**

- **176** total hours of FDLE Certified Training Consisting of:
 - **12** hours Diversity Training
 - **80** hours Firearms Training
 - **20%** more rounds of fire than LE Academy
 - **85%** passing score of FDLE course of fire
 - Shoot – Don’t Shoot scenarios (Shoot House and Milo)
 - Rifle familiarization (AR15, AK47 and SKS)
 - **24** hours TAP -Tactical Auto Pistol (augmented with Milo and Additional Shoot House training)
 - **24** hours active shooter (to include Tactical Combat Casualty Care, First Aid, Trauma Kit & CPR/AED Certification)
 - **16** hours Defensive Tactics (to include Firearm Retention)
 - **12** hours Legal Issues (taken from Self Defense Through Tactical Shooting and Decision Making, Security G license information to cover the civilian aspects of carrying a firearm, the legal aspects, the difference between criminal and civil liability, difference between misdemeanor and felony offenses, elements of negligence, and elements of assault and battery.)
 - **8** hours Mental Health and Awareness

- **Training**
 - In-Service Training to update legal, firearm proficiency, self-defense and survival tactics.
- **Annual Recertification**
 - **16**-hours of Training to include:
 - Firearm's Inspection
 - Firearm Requalification Course
 - Tactical Firearms Training
 - MILO Shoot / Don't Shoot Scenario Training
 - Defensive Tactics Refresher

The Board desires and the Sheriff agrees to facilitate the S.T.O.M.P. program (Sheriff Trained Onsite Marshal Program), which is a program designed in accordance with the Marjory Stoneman Douglas High School Public Safety Act and referenced in that act as the Coach Aaron Feis Guardian Program. The Sheriff shall implement the training program in complete compliance with the statutory requirements, at a minimum, utilizing a Florida Criminal Justice Standards and Training Commission model. The Sheriff shall use FDLE certified Sheriff's Office resources, high liability instructors and facilities to accomplish all training. Experts in the area of training will provide instruction in certain required fields. Board approved and S.T.O.M.P. credentialed employees (limited only to the district position of "Specialist – School Safety and Security") shall have no law enforcement authority, in any capacity, except in the extent necessary to prevent or abate an active assailant incident at premises under the jurisdiction of the Board.

Upon successful completion of the S.T.O.M.P. training and funding permitting, the Sheriff will issue an approved firearm, ammunition, holster and credentials to statutorily qualified S.T.O.M.P graduates.