

## DISCIPLINARY PROBATION AGREEMENT

THIS AGREEMENT is entered into by and between FLAGLER COUNTY SHERIFF'S OFFICE (hereinafter "SHERIFF"), MARK MOY (hereinafter "EMPLOYEE"), and COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (hereinafter "UNION.")

**WHEREAS**, the EMPLOYEE has engaged in activity on February 12, 2021, which constitutes a violation of the SHERIFF'S policies, specifically General Order 020.III.A.1.c. Conformance to State and Federal Laws, and General Order 020.III.A.2.f Unbecoming Conduct; and

**WHEREAS**, EMPLOYEE AND UNION acknowledge a sustained policy violation of General Order 020.III.A.1.c carries with it a sanction of termination and a sustained policy violation of General Orders 020.III.A.2.f carries with it a potential sanctions up to and including termination; and

**WHEREAS**, in lieu of termination and in light of EMPLOYEE'S exemplary employment history with SHERIFF, as well as his candor and acceptance of responsibility for this incident, EMPLOYEE is placed on disciplinary probation pursuant to the terms below; and

**WHEREAS**, Chief Bovino issued a Notice of Intent to Discipline on April 13, 2021, to the EMPLOYEE with notice the SHERIFF intended to place EMPLOYEE on disciplinary probation and take other disciplinary and non-disciplinary actions as a result of IA#2021-019; and

**WHEREAS**, the EMPLOYEE requested expedited discipline at the time of receipt of the Notice of Intent to Discipline pursuant to General Order 019; and

**WHEREAS**, the SHERIFF, the UNION, and the EMPLOYEE agree to the all terms and conditions of this Disciplinary Probation Agreement; and

**WHEREAS**, EMPLOYEE has been advised of the terms and conditions of this Disciplinary Probation Agreement and the other disciplinary and non-disciplinary actions listed, and has had the opportunity to review such terms and conditions with an attorney prior to entering into this Agreement.

**NOW THEREFORE**, IN CONSIDERATION OF THE MUTUAL PROMISES EXPRESSED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing whereas clauses are true and correct and are fully incorporated herein.
2. EMPLOYEE will receive discipline as follows for the aforementioned violation of the SHERIFF'S policies:
  - a. EMPLOYEE shall be assigned to the non-sworn position of Digital Forensics Analyst and subject to the terms and conditions of the collective bargaining

agreement for Support Personnel. EMPLOYEE shall only be entitled to equipment assigned under the collective bargaining agreement for support personnel.

- b. EMPLOYEE will be placed on disciplinary probation for a period of twelve (12) months and the following special conditions will apply during the term of disciplinary probation, in addition to all other conditions listed in this Agreement.
  1. Proof of completion of the deferred prosecution agreement in Flagler County Case 21-MM-135, specific conditions as follows
    - i. Provide proof of completion of a substance abuse evaluation and any recommended treatment.
    - ii. Provide proof of completion of an 8-hour anger management course
    - iii. \$100 to the State Attorney's Office for Cost of Prosecution
    - iv. \$20 to the Crimestoppers program
  - c. Mandatory participation in the SHERIFF's Employee Assistance Program to include anger management and substance abuse counseling or classes until released by SHERIFF'S EAP provider for successful completion. EMPLOYEE shall provide a treatment plan and proof of completion to SHERIFF via the Human Resources Section. EMPLOYEE shall bear the cost of attendance and all sessions shall be on EMPLOYEE'S own time.

3. If EMPLOYEE successfully completes the Agreement, including the full term of disciplinary probation, he may apply for a deputy sheriff position with SHERIFF via memo.

4. While in the position of Digital Forensics Analyst SHERIFF will administratively hold EMPLOYEE's law enforcement certification. EMPLOYEE shall have no law enforcement authority while in this position.

5. In the event of any further act or omission which constitutes a violation of this Agreement, or any of the SHERIFF'S policies, for a period of twelve (12) months from the effective date of this Agreement, will result in disciplinary action against EMPLOYEE up to and including termination from employment with the SHERIFF without recourse to any grievance, arbitration or career service appeal.

6. The determination as to whether or not any act or omission by EMPLOYEE constitutes a failure to meet any requirement specified in this Agreement shall be in the sole and exclusive discretion of the Commander Investigative Services Division that supervises EMPLOYEE, whose authority is delegated for purpose of this agreement by the Chief of the Investigative Services Division, and neither the EMPLOYEE nor the UNION shall have any recourse to an administrative grievance, arbitration or career service appeal of such determination by the Commander of the Investigative Services Division.

7. EMPLOYEE shall not be found to "meet standards" pursuant to Article 13 Section 1

(or the applicable article in effect at the time of EMPLOYEE's work anniversary date) of the applicable collective bargaining agreement for fiscal year 2022. He shall not be eligible for any negotiated step pay increase for fiscal year 2022 on his work anniversary date.

8. EMPLOYEE shall serve a suspension without pay from February 12, 2021, though the date this Agreement is fully executed.

9. EMPLOYEE shall have a mandatory private meeting with Sheriff Staly.

10. EMPLOYEE and UNION acknowledge the Criminal Justice Standards and Training Commission intends to investigate the incident that gave rise to IA#2021-019. This investigation may result in disciplinary action against EMPLOYEE'S criminal justice certification. If such discipline results in a suspension or revocation of EMPLOYEE'S certification that prevents EMPLOYEE from being eligible to work as a law enforcement officer paragraphs (3) and (4) shall be null and void and SHERIFF may either suspend without pay or terminate EMPLOYEE. Such action shall not be considered disciplinary in nature and EMPLOYEE shall have no right to any grievance, arbitration or career service appeal.

11. EMPLOYEE acknowledges that EMPLOYEE is releasing the SHERIFF, its employees, agents, and officers from all pending or threatened claims for any action arising from the implementation of the provision that EMPLOYEE will have no appeal rights to grieve, arbitrate or career service appeal the disciplinary action specified in this agreement.

12. All Parties hereto have had the opportunity to confer with counsel or other representative(s) prior to the execution of this Agreement and are fully aware of the terms, conditions and consequences of this Agreement.

13. UNION acknowledges no binding precedent shall be established with this Agreement and nothing in this agreement shall abridge SHERIFF'S management rights pursuant to Article 3 of the collective bargaining agreement or any other rights SHERIFF has under the applicable collective bargaining agreement.

**REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.**

**This Disciplinary Probation Agreement is effective as of the last date signed below.**

FLAGLER COUNTY SHERIFF'S OFFICE

By:   
CHIEF PAUL BOVINO

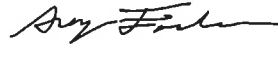
Date: 4/13/2021

EMPLOYEE

By:   
MARK MOY

Date: 07/13/2021

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

By:   
GREG FORHAN, ATTORNEY FOR  
COASTAL FLORIDA PBA

Date: 4/7/2021