

INTERAGENCY AGREEMENT

By and Among

The School Board of Pinellas County, Florida, the Pinellas County Sheriff’s Office, the Municipalities or Entities of Belleair, Clearwater, Gulfport, Indian Shores, Kenneth City, Largo, Pinellas Park, Pinellas County Schools Police Department, St. Petersburg, Tarpon Springs, and Treasure Island, and the University of South Florida

THIS INTERAGENCY AGREEMENT (“Agreement”) made by and between The School Board of Pinellas County, Florida (“School Board” or “District”), the Pinellas County Sheriff’s Office (“Sheriff” or “Sheriff’s Office”), the municipalities and/or entities of Belleair, Clearwater, Gulfport, Indian Shores, Kenneth City, Largo, Pinellas County Schools Police Department, Pinellas Park, St. Petersburg, Tarpon Springs, and Treasure Island, and the University of South Florida (“Cities”) (collectively “Parties”).

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I. GOVERNING PRINCIPLES

WITNESSETH:

WHEREAS, the Parties are committed to ensuring the safety of the educational environment; and

WHEREAS, the Parties recognize that the key to safe schools is the fair and consistent enforcement of school discipline policies and procedures and state and federal statutes and regulations; and

WHEREAS, the Parties desire to coordinate and facilitate the investigation of criminal activity on school campuses, including criminal referrals, arrest and interviews of students when warranted; and

WHEREAS, the Parties are committed to providing appropriate programs and services to prevent children from becoming at risk and to intervene with children already involved in the juvenile justice system, and to complying with their statutory and contractual obligations; and

WHEREAS, the Parties desire a maximum degree of long-range cooperation and administrative planning in order to provide for the safety and security of the communities and their children; and

WHEREAS, the Parties are committed to improving services to children in the juvenile justice system through sharing of information, when permissible, eliminating duplication of services and coordinating efforts; and

WHEREAS, the Parties agree that sharing resources, where feasible, and in particular, training efforts, may result in improved coordination and added safety; and

WHEREAS, it is the understanding of the Parties that certain roles in serving children and youth are required by law and that these laws shall serve as the foundation for defining their respective roles and responsibilities under this Agreement; and

WHEREAS, the Parties desire to reduce the unnecessary instances of on-campus interviews of students by law enforcement officers as well as the number of on-campus student arrests and referrals to law enforcement agencies when appropriate under the circumstances; and

WHEREAS, the Parties desire to encourage schools, when appropriate, to use alternatives to expulsion or referral to law enforcement agencies by addressing disruptive behavior through intervention and diversion programs used in accordance with law; and

WHEREAS, Florida law, §1006.13(1)-(2), F.S., prohibits zero tolerance policies, which are policies that require acts that pose a threat to school safety to be reported to law enforcement, from being “rigorously applied to petty acts of misconduct;” and

WHEREAS, the Sheriff’s Office, pursuant to §39.3065, F.S. and a contract with the Florida Department of Children and Families (“DCF”), is the local agency required to perform child abuse, neglect, and abandonment investigations in Pinellas County, Florida, including “institutional investigations”; and

WHEREAS, employees of the School Board (institutional employees) are “other persons responsible for a child’s welfare” within the meaning of §39.01(54), F.S., and are required to report known or reasonably suspected child abuse, abandonment, or neglect by a parent, legal custodian, caregiver, or “other person responsible for the child’s welfare,” pursuant to §39.201(1)(a), F.S.; and

WHEREAS, the School Board and Sheriff desire to coordinate and facilitate the fulfillment of their respective duties and obligations with respect to the reporting and investigation of child abuse, abandonment or neglect, pursuant to Chapter 39, F.S.; and

WHEREAS, the School Board and Sheriff recognize and desire to protect the rights of teachers and other members of the instructional staff to use necessary and reasonable force to protect themselves or others from injury, in accordance with applicable law; and

WHEREAS, the Parties agree that all obligations stated or implied in this Agreement shall be in light of, and consistent with, governing state and federal laws and applicable regulations; and

WHEREAS, this Agreement is intended to fulfill the requirements of said laws and regulations, as well as §1006.13(4), F.S.;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained, the Parties agree as follows:

The Parties are entering into this Agreement to establish guidelines for handling school-based misconduct of students and adults, specifically including the reporting of Safety Threats to law enforcement, to provide for investigation of child abuse, abandonment and neglect allegations and to share certain information in order to advance these purposes. The guidelines are intended to establish consistency in the handling of misconduct, consistent with the U.S. Constitution and federal and state anti-discrimination laws, which prohibit discrimination based on race, ethnicity, national origin, gender, religion, marital status, or disability. *See, e.g.*, §1000.05, F.S, 42 U.S.C. §2000d, 34 C.F.R. Part 100. Thus, a student shall not be treated more harshly than other students who engage in the same misconduct when all other factors are virtually equal (e.g., behavioral history, special education status).

II. DEFINITIONS

1. “District Monitoring and Advisory Committee” (“DMAC”) – the District Monitoring and Advisory Committee established pursuant to the Court’s order in *Bradley v. Pinellas County School Board*, No. 8:64-cv-98-T-23B (M.D. Fla.). *See* Amended Order

Granting Unitary Status in the Areas of Facilities and Resources, Transportation, and Administrative Staff Assignment, *Bradley v. Pinellas County School Board*, No. 8:64-cv-98-T-23 (M.D. Fla. Aug. 30, 1999), ECF No. 175 at 10-19.

2. “Guardian” – an individual serving as a Coach Aaron Feis Guardian pursuant to Florida’s Marjory Stoneman Douglas High School Public Safety Act, §1006.12(3), F.S.

3. “Petty Acts of Misconduct” – Acts that do not pose an imminent and serious threat to someone’s physical safety, *see* §1006.13, F.S., including, but not limited to:

- a. Insubordination or defiance;
- b. Disorderly conduct (e.g., yelling, profanity, running, throwing items (unless the act of throwing the item(s) was reasonably calculated to cause serious bodily injury));
- c. Verbal harassment;
- d. Perceived intoxication;
- e. Possession of alcohol, tobacco, or controlled substances;
- f. Trespassing;
- g. Gambling;
- h. Vandalism;
- i. Theft;
- j. Perceived claiming of a neighborhood, gang, or crew;
- k. Physical altercations that do not involve a weapon or result in serious bodily injury; and
- l. Possession of an item that could be alleged to be, but is not intended to be, a weapon (e.g., a nail clipper or file, a butter knife, a toy gun, a sharpened pencil, unless that item is actively and credibly being brandished as a weapon)).

4. “Positive Behavior Interventions and Supports” (“PBIS”) – positive behavioral interventions and supports used to help students improve their behavior.

5. “Referral to Law Enforcement” – a “referral to law enforcement” occurs when: (a) a District employee initiates communication with a law enforcement officer or agency regarding a specific incident of student misbehavior, or (b) a law enforcement officer or agency files criminal charges based on a student’s behavior at school, on student transportation, at school bus stops, or during a school-sponsored or related event. A “referral to law enforcement” does not occur in the case of (a) contact with law enforcement (that is not about a particular incident of student behavior) that is made for the purpose of education, prevention, or mentoring (e.g., an officer delivers a lecture to teach students how best to stay safe in an active shooter situation), or (b) routine or incidental communication between a District employee and law enforcement that does not concern a particular student.

6. “Safety Threat” – Acts that pose a threat to school safety, §1006.13, F.S., namely, misconduct that imminently and seriously threatens someone’s physical safety. A threat to someone’s physical safety is serious if it involves (a) a substantial risk of death, (b) acute physical pain, (c) long-term loss or impairment of the function of a body part, or (d) long-standing disfigurement.

7. “School Resource Officer” (“SRO”) – an individual serving as a school resource officer pursuant to Florida’s Marjory Stoneman Douglas High School Public Safety Act, §1006.12(1), F.S.

8. “School Safety Officer” – an individual serving as a school safety officer pursuant to Florida’s Marjory Stoneman Douglas High School Public Safety Act, §1006.12(2), F.S.

9. “School Security Guard” – an individual serving as a school security guard pursuant to Florida’s Marjory Stoneman Douglas High School Public Safety Act, §1006.12(4), F.S.

10. “Threat Assessment Teams” – teams at each school whose duties include the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Florida Office of Safe Schools. §1006.07(7), F.S.

11. “Use of Force” – any time a District employee, SRO, School Safety Officer, School Security Guard, Guardian, or other law enforcement officer initiates physical contact (e.g., with arms, hands, legs and/or objects such as a baton, taser, pepper spray, firearm, flashlight, or mechanical restraint) with another person, without consent, to compel compliance at school, on student transportation, at school bus stops, or during a school-sponsored or related event.

III. ROLES AND RESPONSIBILITIES

ALL PARTIES AGREE:

12. To promote a coordinated effort among agencies and staff to achieve maximum public safety with the goal of protecting the health and welfare of children attending Pinellas County Schools and reducing juvenile crime.

13. To participate in interagency planning meetings, as deemed appropriate by each party to this Agreement.

14. To assign staff, as appropriate by each party to this Agreement, to participate in a consolidated case management system for re-entry into school of children returning from detention or commitment programs, and other information-sharing activities to assess and develop plans for at-risk youth and those involved in the juvenile justice system.

15. To jointly plan, and provide information and access to training opportunities, when feasible.

16. To develop internal policies and cooperative procedures as needed to implement this Agreement to the maximum extent possible.

17. To comply with §§ 943.0525, 943.054, 1002.221, 1006.07, and 119.07, F.S., and other applicable laws, rules and procedures relating to records use, security, dissemination, and

retention/destruction; and to maintain confidentiality of information that is made confidential by applicable law.

18. The Parties will promptly furnish the other Parties with information, and respond to the other Parties' requests for information, including personally identifiable information, concerning students experiencing or at risk of emotional disturbance or mental illness if reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others. §1006.07(7)(d), F.S.

19. The Sheriff and the Cities hereby certify that they shall use such personally identifiable student information solely for permissible law enforcement purposes, shall maintain the security and confidentiality of such information, and shall not re-disclose such information to other persons or agencies, except as may otherwise be required by applicable law.

20. SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall not supplant the role of educators in deploying developmentally appropriate, pedagogically sound interventions to student misbehavior.

A. District's Responsibilities

21. The District shall only permit school personnel to summon SROs, School Security Guards, School Safety Officers, Guardians, and/or law enforcement agencies (including the Pinellas County School Police) to assist with misconduct: (i) when appropriate to address the criminal conduct of persons other than students, (ii) when the misconduct constitutes a Safety Threat, or (iii) when otherwise required by Florida law.

22. Notwithstanding the foregoing paragraph, District personnel shall not summon SROs, School Security Guards, School Safety Officers, Guardians, and/or law enforcement agencies (including the Pinellas County School Police) to surveil, remove, or charge with trespassing or loitering parents or guardians seeking to speak with District personnel about their children, so long as the parent or guardian's actions do not constitute a Safety Threat.

23. Referrals to Law Enforcement shall only be done as a last resort and only to address a Safety Threat.

24. Whenever law enforcement communicates with a student for law enforcement purposes, District personnel shall act to safeguard the student's rights pursuant to his/her *in loco parentis* (i.e., in place of the parent) relationship with the student.

B. Law Enforcement Responsibilities

25. SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers who witness a student or students engaging in Petty Acts of Misconduct shall refer the incident to school administrators.

26. Arrests, searches, Use of Force, and questioning by SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers on school

grounds, during school transportation, at school bus stops, or during a school sponsored or related event shall only be done as a last resort and only to address a Safety Threat.

27. Where no SRO from a municipality or the Sheriff's Office is regularly assigned at a particular school, including those elementary schools that are currently served by a Guardian trained through the Sheriff's office, the Pinellas County Schools Police Department shall, whenever possible, investigate all Safety Threats, whether committed by a student or adult, which occur during normal hours of school operation or during extra-curricular events for which a Schools Police officer has been assigned, except the following offenses: deaths and felony sex crimes, which shall all be immediately referred to the local agency having jurisdiction. The Pinellas County Schools Police Department should be contacted initially regarding any Safety Threats that occur at these schools. If the Pinellas County School Police Department states that they are unable to respond to the Safety Threat, the notifying agency will respond or will contact the appropriate law enforcement agency with jurisdiction to respond. After normal hours of school operation, all Safety Threats requiring a law enforcement response will be handled by the local agency having jurisdiction. Nothing in this section shall prevent a Pinellas County Schools Police Department law enforcement officer, who has jurisdiction, from making an on-view arrest in any case of a Safety Threat where the officer is a witness or has probable cause.

28. The Sheriff agrees to provide criminal background information regarding students determined by the Threat Assessment Team as presenting a Safety Threat to themselves or others as required as part of the threat assessment process pursuant to §1006.07(7)(c), F.S. The Sheriff and the School Board agree to ensure that the parent or guardian of the involved student is informed in advance of or immediately after criminal background information has been shared. The Sheriff and the School Board agree that any such criminal background information will not be redisclosed by the members of the Threat Assessment Teams that receive such information unless permitted by law.

29. Pursuant to §1006.07(7), F.S., each school is required to have a Threat Assessment Team, which must include a currently sworn law enforcement officer. The Sheriff and Cities agree that any officers assigned to schools to serve as SROs will serve as the qualifying law enforcement officer on such Threat Assessment Teams. Those schools that have a Guardian assigned to them may not use the Guardian as the qualifying law enforcement officer because Guardians are not law enforcement officers and will contact the Pinellas County School Police Department for an officer to be used in such capacity. The parties agree that the Pinellas County Schools Police Department officer will be an active participant on the Threat Assessment Team and that the officer shall participate at the commencement of the threat assessment.

30. All Parties shall ensure that Threat Assessment Team consultations with law enforcement concerning Safety Threats, consistent with §1006.13, F.S., include the consideration of evidence-based alternatives to a Referral to Law Enforcement or arrest. Consultations shall include the student's parent or guardian or an adult acting in the child's best interests. A consultation with law enforcement does not require an arrest or referral to juvenile court; it can and should include a careful consideration of the child's needs and the most effective way to meet them. These include not only programs like counseling and restorative practices, but also programs such as PBIS and trauma-informed care.

IV. INFORMATION SHARING

THE SCHOOL BOARD AGREES TO:

31. Ensure that each principal notifies all school personnel that all Safety Threats shall be reported to the school principal or his or her designee and that disposition of the incident is properly documented. In an emergent situation, nothing herein prohibits a school employee from directly reporting Safety Threats to SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers.

32. Ensure that in the case of any Safety Threat that involves a weapons offense (as defined in Chapter 790, F.S.), the principal or principal's designee shall notify the SRO or the law enforcement agency having jurisdiction immediately. When dealing with a Safety Threat involving a reported firearm/weapon, school-based personnel shall take no actions, prior to notifying law enforcement, other than those actions required to protect themselves or another person from imminent harm.

33. Ensure that when a Safety Threat occurs and there is any physical evidence, that the principal or the principal's designee involved shall use reasonable efforts to preserve the evidence as feasible under the circumstances, secure the evidence when necessary, and surrender it to a law enforcement officer without delay, and such law enforcement officer shall secure it and, unless extenuating circumstances dictate otherwise, remove it from campus.

34. Ensure that because of the complexities involved in the investigation and prosecution of criminal cases arising from a Safety Threat, school-based personnel work collaboratively with law enforcement to ensure that Safety Threats are properly investigated and successfully closed in a timely manner.

35. Immediately report all incidences of statements made by students or staff of credible threats of serious harm to themselves or others to the parent or guardian as well as the SRO if available or, in his/her absence, the law enforcement agency having jurisdiction, subject to the School Board's Baker Act procedures. Ensure that school Threat Assessment Teams are aware of their responsibility to consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of the act, that would pose a Safety Threat.

36. In the event of Petty Acts of Misconduct, which includes breaches of the School Board's Code of Student Conduct ("Code"), disruptions, and other non-criminal transgressions or omissions by a student that occur on school grounds, during school transportation, at school bus stops or during a school sponsored or related event, the school principal or their designees will be the primary source for intervention and disciplinary consequences. The Code provides detailed information on consequences and interventions and shall guide the responses to particular types of misbehavior. In addition, if the circumstances warrant, school officials should attempt to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

37. All parties involved in school discipline decisions shall work collaboratively with the involved student's parent(s) or guardian(s) to achieve what is in the best interest of the child. School discipline decisions shall consider the surrounding circumstances, including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, and the degree of harm caused and the student's willingness to repair the harm. Nevertheless, consistent with state and federal anti-discrimination laws, a student shall not be treated more harshly than other students who engage in the same misconduct when all other factors are virtually equal (e.g., behavioral history, special education status). *See, e.g.*, §1000.05, F.S, 42 U.S.C. §2000d, 34 C.F.R. Part 100.

THE CITIES AND THE SHERIFF AGREE THAT:

38. Individual SROs or their respective agencies shall notify their respective principal or principal's designee whenever a student is arrested for a crime which occurred on School Board property or other areas under School Board jurisdiction (e.g. bus stops), or when there is a current investigation underway regarding student involvement in a campus crime, unless the sharing of such information may compromise the successful closure of the case. SROs shall also notify the principal or principal's designee and the student's parent or guardian whenever a student is taken into custody by a law enforcement agency on school grounds, during school transportation, at school bus stops or during a school sponsored or related event. §985.101, F.S.

39. Agencies will also notify Pinellas County Schools Police if any School Board facilities are placed in a closed campus status.

40. Individual law enforcement agencies, in lieu of releasing a written police report in student discipline cases, may provide upon request, written information to the principal or principal's designee in cases that will result in a recommendation for serious disciplinary action.

41. Individual SROs shall work collaboratively with the principal or principal's designee in the investigation of Safety Threats, keeping in mind the special needs of their campus and the need for school-based personnel to be able to investigate and pursue discipline in a thorough and timely manner.

42. SROs shall assist, when requested, in the training of administrative personnel regarding Safety Threats, and the reporting requirements as outlined in this Agreement.

43. The Sheriff and Cities will as soon as possible provide notification, via fax (727-545-6505) or phone (727-547-7221), to the Pinellas County Schools Police Department of the identity of all students (adult and juvenile) within the Pinellas County education jurisdiction arrested for crimes of violence or violations of law which would be a felony if committed by an adult. The notification shall include the name, address, date of birth, charge and school attended of the arrested student. The student's parent/guardian must be notified of such disclosure immediately.

44. The Pinellas County Schools Police Chief will provide Florida summary criminal history information to the Superintendent upon request, regarding students enrolled or about to

be enrolled in the Pinellas County education system when necessary for assessment, placement or security of persons or property, and will provide school records to authorized members of the Department of Juvenile Justice upon written request. The student's parent/guardian must be notified of such disclosure immediately.

45. The Pinellas County Schools Police Chief will ensure that information disseminated carries an appropriate warning, regarding the confidentiality and control of further dissemination. *See* FDLE CJIS User Agreement; §943.0525, F.S.

46. The Sheriff and the Cities shall notify the Pinellas County Schools Police Chief as soon as possible of the name of any employee of the school district who is charged with a felony or with a misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance. Such notification shall be made by calling the Pinellas County Schools Police Department Communications Center at 727-547-7221. Notification to the Pinellas County Schools Police shall include the specific charge for which the employee was arrested. *See* §1012.797, F.S.

V. BAN ON RACIAL PROFILING

ALL PARTIES AGREE:

47. District personnel, SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall not use or permit the use of actual or perceived race, ethnicity, religion or nationality when stopping or detaining students, or in activities following stops or detentions, in the absence of a specific description of the suspect that provides multiple, sufficient identifying factors in addition to the person's race, ethnicity, or nationality. Even then, race, ethnicity, or nationality may not be given undue weight.

VI. QUESTIONING OF STUDENTS

ALL PARTIES AGREE:

48. Questioning of students by SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall only be done as a last resort in response to a Safety Threat.

49. The same constitutional standards that apply when police detain and question children off school grounds shall apply to all questioning of students in the presence of law enforcement officers on school grounds, during school transportation, at school bus stops or during a school sponsored or related event, regardless of whether the questioning is done by District personnel, SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers. Law enforcement officers shall not ask District personnel to ask certain questions outside of their presence to avoid this requirement.

50. A child is presumed to be incapable of a knowing, willing, voluntary waiver of his or her legal rights if that child:

- a. Has an individualized education plan (IEP);
- b. Has a Section 504 Plan related to a cognitive impairment;
- c. Has a learning disability;
- d. Is 14 years old or younger;
- e. Is an English Language Learner student who has not been provided an interpreter;
- f. Is a deaf student who has not been provided a sign language interpreter or an adequate hearing aid; or
- g. Otherwise may not be capable of fully understanding the waiver of their right to remain silent.

51. School administrators shall prevent SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers from questioning a student presumed incapable of a knowing, willing, voluntary waiver of his or her legal rights (until the student's parent or guardian is present (if a parent/guardian is not proficient in English, an interpreter shall be provided; if a parent is deaf, a sign-language interpreter shall be provided)).

52. SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall not interview or question students or collect evidence for District disciplinary purposes, including for expulsion matters. School administrators and staff are responsible for interviewing students under those circumstances.

53. Law enforcement officers will avoid interviewing and apprehending students on school grounds, during school transportation, at school bus stops or during a school sponsored or related event for non-school-related issues. Agencies shall provide documentation to the School Board of prior attempts to conduct interviews off campus upon request. Law enforcement officers shall not question students (including, but not limited to, students who are suspects) about their involvement in or knowledge of suspected non-school-related criminal activity unless all of the following criteria are met:

- a. The law enforcement officer possesses a warrant supported by probable cause to believe the student has committed, or will commit in the foreseeable future, a Safety Threat;
- b. The student's parent and/or guardian has been given a reasonable opportunity to be present and has consented to the questioning (unless the student is a suspected victim of child abuse);
- c. If the student's parent and/or guardian is not present, then an adult looking out for the child's best interests (perhaps an educator of the student's choice) must be present;
- d. The officer has communicated heightened, developmentally appropriate warnings against self-incrimination (i.e., the student and his/her parent/guardian have been properly informed of the student's *Miranda* rights); and
- e. The questioning occurs at a time in the school day that minimizes the amount of instructional time the student will miss and otherwise minimizes the impact on the student's learning.

54. Heightened, developmentally appropriate warnings against self-incrimination shall include the following:

- a. "You have the right to remain silent. That means you do not have to talk to me."
- b. "Anything you say to me can be used against you in court or for suspension or expulsion from school."
- c. "You have the right to have a parent, guardian, or lawyer here while I question you. If you want one of them here, you do not have to talk to me until he or she arrives."
- d. "If you go to court for delinquency or criminal charges, you will be given a lawyer."

55. Heightened, developmentally appropriate warnings against self-incrimination require that the law enforcement officer make every effort to ensure that the student fully understands the *Miranda* admonishment, including by checking for understanding, explaining any terms that may not make sense to the student, and invoking *Miranda* in the student's primary language if not English, which includes using a live interpreter or having a law enforcement officer who is a native speaker of the student's language.

56. If the student exercises his or her right to remain silent, including but not limited to choosing not to answer questions or requesting the presence of a parent/guardian or attorney, the law enforcement officer shall immediately end the questioning.

57. Investigation of criminal activity is a law enforcement function. Law enforcement shall always notify an administrator before conducting an interview. Questioning or interrogating a student by law enforcement officers shall meet the following criteria:

- a. Officers must inform students of their *Miranda* rights immediately. The officer shall make every effort to ensure that the student fully understands the *Miranda* admonishment.
- b. If the student decides to proceed with answering questions after the *Miranda* admonishment, a parent/guardian or adult looking out for the child's best interest must be present during questioning.
- c. A request by a student to have a parent/guardian present may be interpreted by the courts as an invocation of the right of the student to remain silent.
- d. Any law enforcement officer questioning of a student shall be conducted in language appropriate to the age of the student and in such a way as to ensure that the student understands the officer, if the student decides to answer questions or provide information (moreover, if a student is not proficient in English, the questioning shall be conducted in the child's native language; if a student is deaf, a sign-language interpreter shall be provided).
- e. Whenever an officer questions or interrogates a student, the child's age and the nature of the alleged offense must be taken into consideration.
- f. Special effort shall be made to ensure that the student understands his/her rights.
- g. If there is any indication that the student does not fully understand, the questioning shall end immediately.

- h. If there is any indication that the student does not want to answer questions, the questioning shall end immediately.

58. When any law enforcement officer requests an interview with a student, the principal or designee shall request that the officer provide verification of her/his identity and official capacity and certify the legal authority under which the interview is to be conducted. If the officer refuses to provide verification of his/her identity and/or certification of the legal authority for the interview, the principal or designee shall document such refusal and should consult with District legal counsel and receive approval before allowing the interview to proceed.

59. If the other applicable criteria for law enforcement questioning of a student are met (including the provisions requiring that the student's parents and/or guardians are present in the case of a student presumed incapable of a knowing, willing, voluntary waiver of his or her legal rights and, in the case of other students, that their parents and/or guardians have been notified or a good faith, sustained effort to notify the student's parents and/or guardians has been made, *see* §985.101, F.S., and an adult looking out for the child's best interests is present), a school administrator may allow a law enforcement officer to question a student if the law enforcement officer is in possession of a validly-issued warrant or court order authorizing the student to be questioned. A school administrator may also allow a law enforcement officer to question a student if the officer reasonably believes that the student has committed, or is about to commit, a Safety Threat, and the law enforcement officer executes a sworn declaration describing the Safety Threat at the first available opportunity.

60. The principal or designee shall ensure that such interviews are done in a way that causes the least possible disruption for the student and school and gives the student appropriate privacy (including keeping the fact that the interview took place confidential such that only the student, his/her parents and/or guardians, and the District employees and interviewer who were directly involved are the only people who know about it).

61. The School Board forms relating to parental contact and/or school administrator presence during interviews shall be completed, when appropriate, by law enforcement officers conducting these on-campus interviews.

62. The school shall keep a confidential record of any interviews of students by law enforcement officers on school premises. The record shall be made available to DMAC upon request, with reasonable notice, for inspection and copying, and shall include the following information:

- a. Date and time of the interview;
- b. Name and identifying number of the officer;
- c. The agency employing the officer and his/her official capacity;
- d. The grade, gender, school, race, and disability status of the student interviewed;
- e. Whether the student is deaf or speaks a primary language other than English and, if so, whether the student was provided an interpreter;
- f. The time when the officer arrived and left;

- g. The fact that the school site representative or parent/guardian was or was not present during the interview, whether the parent/guardian required an interpreter and whether one was provided;
- h. If the student's parents and/or guardians were not present for the interview, whether the parents and/or guardians were notified and, if not, a detailed account of all efforts to contact the parents and/or guardians (including the time and manner of attempts to reach the parents and/or guardians);
- i. If the student waived any rights during the interview and, if so, a detailed account of why the waiver was fully informed with consideration of the specific facts and circumstances of the particular student;
- j. Whether the student refused to answer any questions and the officer's response;
- k. Whether the student requested an attorney and the officer's response; and
- l. The reason for the questioning and/or release of the student, and any other pertinent information.

63. Law enforcement officers conducting on-campus interviews will make every reasonable effort to conduct interviews with as little disruption to the normal function of the school as possible.

64. If an arrest is made after an on-campus interview, law enforcement officers shall notify the school principal or designee of the arrest, and complete the requisite release forms.

65. Maintain responsibility for responding directly to tips submitted into FortifyFL or other suspicious activity reporting app or tool used in Pinellas County, when such tips are received outside of normal school hours.

VII. SEARCHES

ALL PARTIES AGREE:

66. SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall only search a student or a student's belongings in response to a Safety Threat.

67. When any law enforcement officer asks to search a student, the principal or designee shall request that the officer provide verification of her/his identity and official capacity and certify the legal authority under which the search is to be conducted. If the officer refuses to provide verification of his/her identity and/or certification of the legal authority for the search, the principal or designee shall document such refusal and should consult with District legal counsel and receive approval before allowing the search to proceed.

68. The same constitutional standards that apply when police engage in searches off school grounds shall apply to all searches of students or students' belongings in the presence of law enforcement officers on school grounds, during school transportation, at school bus stops or during a school sponsored or related event, regardless of whether the search is conducted by District personnel, SROs, School Security Guards, School Safety Officers, Guardians, and/or

other law enforcement officers. Law enforcement officers shall not ask District personnel to search students or students' belongings outside of their presence to avoid this requirement.

69. In the case of a search of a student's person, the SRO, School Security Guard, School Safety Officer, Guardian, and/or other law enforcement officer shall be accompanied by a school administrator or counselor, acting *in loco parentis* to guard the best interests of the student. Both individuals shall be of the same gender as the student, unless the student prefers a different arrangement.

70. The principal or designee shall ensure that searches are done in a way that causes the least possible intrusion upon the student's privacy, the least possible disruption for the student and school, minimizes the amount of instructional time the student misses, and gives the student appropriate privacy (including keeping the fact that the search took place confidential such that only the student, his/her parents and/or guardians, and the District employees and interviewer who were directly involved are the only people who know about it).

VIII. USE OF FORCE

ALL PARTIES AGREE:

71. District personnel, SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall not engage in a Use of Force against a student on school grounds, during school transportation, at school bus stops or during a school sponsored or related event unless: (a) the Use of Force is in response to a Safety Threat, (b) all other efforts to resolve the situation have been exhausted, and (c) the Use of Force is the least severe Use of Force necessary to end the Safety Threat.

72. District personnel, SROs, School Security Guards, School Safety Officers, Guardians, and/or other law enforcement officers shall intervene if (a) the Use of Force is not in response to a Safety Threat, (b) other efforts to resolve the situation have not been exhausted, or (c) the Use of Force is not the least severe Use of Force necessary to end the Safety Threat.

73. The District personnel, SRO, School Security Guard, School Safety Officer, Guardian, and/or other law enforcement officer engaging in the Use of Force shall carefully monitor the health and safety of the student subjected to the Use of Force.

74. The Use of Force must immediately cease once the Safety Threat has ended.

75. If the student subjected to the Use of Force has been injured, the District personnel, SRO, School Security Guard, School Safety Officer, Guardian, and/or other law enforcement officer engaging in the Use of Force shall immediately render first aid or summon medical assistance, as needed, once the Safety Threat has ended.

76. The District personnel, SRO, School Security Guard, School Safety Officer, Guardian, and/or other law enforcement officer engaging in the Use of Force must notify the principal or his/her designee immediately after the Safety Threat has ended and any needed medical attention has been given to or requested for the student.

IX. ARRESTS

ALL PARTIES AGREE:

77. Law enforcement officers shall not arrest a student on school grounds, during school transportation, at school bus stops or during a school sponsored or related event unless the arrest is in response to a Safety Threat.

78. Before making an arrest of a student for Safety Threats on school grounds, school transportation or during a school sponsored or related event, a law enforcement officer shall follow the steps and guiding questions below. If the situation is resolved short of arrest at any point during this process, the officer does not need to move on to the next step.

STEP 1. Ascertain whether the situation constitutes a Safety Threat. If not, refer the incident to school administrators.

STEP 2: Consult with the school principal or their designee:

The officer shall consult with the school principal or designee before making an arrest.

Factors to consider before making an arrest include whether the situation may appropriately be resolved by consequences within the school discipline system (such as detention, suspension, or interventions).

STEP 3. Evaluate the situation:

Considering all the surrounding circumstances, does this rise to the level of a felony that constitutes a Safety Threat? If so, the officer shall proceed to Step 7.

STEP 4. Issue a warning:

The officer shall consider whether the Safety Threat can be resolved with an intervention approach that may include the officer talking to the student about their behavior; a verbal warning; taking the student out of the situation to cool off or other intervention, including a referral to a formal juvenile diversion program.

STEP 5. Talk to the parents or guardians:

The officer shall consider whether the Safety Threat can be resolved by the officer talking to the student's parents or guardians.

STEP 6. Consider alternatives with school principal or designee:

The officer shall consider whether the student can be held accountable through school-based behavior interventions or community-based programs. If further support is needed but not available at the school level, the administrator may call the district designee at Student Support Services for guidance.

STEP 7. If the above options are not viable or appropriate within the officer's discretion, the officer may place the student under arrest.

- a. Absent exigent circumstances, the law enforcement officer shall work with the principal or his/her designee to arrange for a private location for the arrest. The location should be out of earshot and sight of other students and school personnel who are not involved.
- b. Absent exigent circumstances, law enforcement officers shall not arrest or escort students in view of other students and school personnel.
- c. Absent exigent circumstances, before placing the student under arrest, the officer shall provide the principal or his/her designee with an opportunity to be present during the arrest.
- d. The officer shall give students who are also parents or guardians an immediate opportunity to arrange for their children to be cared for by a trusted caregiver for the duration of the student's time in law enforcement custody.
- e. The officer must ensure that the school principal or their designee and the student's parent or guardian are notified of any school-based arrest, if not before the arrest given exigent circumstances, then immediately after the arrest and before removing the student from school grounds, school transportation, a school bus stop or a school sponsored or related event. *See* §985.101, F.S. If the officer is unable to immediately reach the student's parent or guardian, the officer shall continue to make a good faith, sustained effort to notify the student's parent or guardian until they are notified. *Id.*

STEP 8. All contraband must be placed in the care and custody of the law enforcement personnel of the agency that conducts the investigation and/or initiates the arrest.

79. When any law enforcement officer notifies the school principal or designee that s/he intends to arrest a student, the school principal or his/her designee shall ask the officer to provide verification of his/her identity and official capacity and inquire into the reason for the arrest before releasing the student into the law enforcement officer's custody. If the officer refuses to provide verification of his/her identity and/or certification of the legal authority for the arrest, the principal or designee shall document such refusal and should consult with District legal counsel and receive approval before releasing the student into the law enforcement officer's custody.

80. Within twenty (20) days of the effective date of this Agreement, the Sheriff and the Cities will forward to the Chief of Pinellas County Schools Police the procedures adopted by their respective agencies that must be used by their law enforcement officers, whether a SRO or not, before arresting any student 10 years of age or younger on school grounds, during school transportation, at school bus stops or during a school sponsored or related event.

X. CHILD ABUSE, ABANDONMENT, AND NEGLECT

THE SCHOOL BOARD AND SHERIFF AGREE:

81. Notwithstanding Paragraph 27, Child Protection Investigation Division (“CPID”) investigators, pursuant to §39.3065, F.S., and the Sheriff’s contract with the Department of Children and Families (“DCF”), will investigate all reports of child abuse, abandonment or neglect by School Board employees while acting in their capacity as “other persons responsible for a child’s welfare”; however, the Pinellas County Schools Police Department (or another police agency with jurisdiction) and the School Board’s Office of Professional Standards (“OPS”) may also conduct their own independent investigations of such allegations. However, these independent investigations may not impede the statutorily mandated authority of the child protection investigation. Best practices dictate that the law enforcement agencies, CPID, and OPS work cooperatively when conducting these investigations.

82. The principal or designee shall ensure that child protective investigation interviews done at school are conducted in a manner that causes the least possible disruption for the student and school, minimizes the amount of instructional time the student misses, and gives the student appropriate privacy (including keeping the fact that the interview took place confidential such that only the student, his/her parents and/or guardians, and the District employees and interviewer who were directly involved are the only people who know about it).

83. Pursuant to §39.301(18), F.S., in all child protective investigations when the initial interview with the child is conducted at school, a school staff member who is known by the child shall be allowed to be present during the interview, if the CPID investigator believes the staff member could enhance the success of the interview AND the child requests or consents to the presence of the staff member. School staff may be present only as authorized by this section. Information received during the interview or from any other source regarding abuse/neglect of a child shall be confidential in accord with applicable law. A school staff member present for such an interview as authorized by this section shall not maintain a separate record of the investigation.

84. The School Board’s Office of Professional Standards, telephone: 727-588-6472, shall be the contact entity for purposes of coordinating the reporting and investigation of alleged “child abuse, abandonment or neglect” occurring on or within school grounds.

85. The Superintendent, or designee, will arrange for training of school based personnel in the requirements for reporting child abuse, abandonment, or neglect pursuant to §39.201(1), F.S. Sheriff’s Office CPID staff may be asked to assist in such training.

86. The School Board will furnish the CPID investigators with information concerning alleged child abuse, abandonment and neglect by School Board employees acting in their capacity as “other persons responsible for the child’s care.” If a School Board employee is the subject of a CPID investigation with regard to conduct while in the employ of the School Board, the School Board will be provided with a copy of any documents reflecting the outcome of such investigation.

87. In accordance with §1003.32(1)(j), F.S., teachers and members of the instructional staff are entitled to use “reasonable force” to protect themselves and others from injuries. Such “reasonable force” shall not constitute child abuse by definition.

88. Pursuant to §1006.11(2), F.S., except in cases of excessive force or cruel and unusual punishment, which shall be reportable by School Board employees, as required by §39.201(1), F.S., a teacher or other member of the instructional staff, a principal or the principal’s designated representative or a school bus driver shall not be civilly or criminally liable for any action carried out in conformity with the State Board of Education and School Board rules regarding the control, discipline, suspension, and expulsion of students, including but not limited to, any exercise of authority under §§1003.32 or 1006.09, F.S.

89. Except for the reporting and investigation of child abuse, abandonment and neglect, the School Board’s contact person with respect to the implementation of this Agreement is the Chief of the Pinellas County Schools Police Department. The contacts for the Sheriff and the Cities are as set forth in their signature blocks below.

XI. TRANSPARENCY

THE SCHOOL BOARD AGREES:

90. The District shall collect and publicly share data, disaggregated by race, ethnicity, age, gender, religion, disability status, grade level, and school attended, on Referrals to Law Enforcement, school-based arrests, searches, the Use of Force, the filing of criminal complaints, and anonymous tips submitted via the Student Crime Watch Program, §1006.07(3), F.S., so that school officials and community stakeholders can determine whether District employees, SROs, School Safety Officers, School Security Guards, Guardians, other law enforcement officers, and/or others within the school community should be given further support and training to ensure that they are complying with federal anti-discrimination laws and promoting a healthy school climate.

91. The District shall require that all Uses of Force be immediately reported in writing and reviewed by the District’s Chief of Schools Police and the District PBIS Director within two school days. All Use of Force reports shall be provided to the parent/guardian of the involved student within two school days. The review of the Use of Force report should identify any departures from approved policy and practice and identify areas for improvement in future police interventions. The review and any corrective actions taken in response must be documented in writing. The student’s parent/guardian must be provided with all documentation related to the review of the Use of Force.

92. When a District employee requests that SROs, School Safety Officers, School Security Guards, Guardians, and/or other law enforcement officers respond to student conduct (whether or not a SRO, School Safety Officer, School Security Guard, Guardian, and/or other law enforcement officer responds), that employee shall, in good faith and to the best of their knowledge and recollection, no later than the next school day, complete a report that shall (i) be reviewed within two days of its completion by the principal and Area Superintendent, and (ii) be

maintained as a school record and kept in a central file at each school designated “SRO Interactions.” The “SRO Interactions” file shall be made available to DMAC upon request, with reasonable notice, for inspection and copying. The report shall:

- a. List the name, grade, school attended, race, ethnicity, gender, religion, and disability status of the student, and
- b. Describe (providing specific detail regarding the facts and circumstances)
 - i. What interventions and De-escalation Techniques the employee used before contacting the SRO, School Safety Officer, School Security Guard, Guardian, and/or other law enforcement officer;
 - ii. Why the employee requested the involvement of the SRO, School Safety Officer, School Security Guard, Guardian, and/or other law enforcement officer; and
 - iii. The result of the SRO, School Safety Officer, School Security Guard, Guardian, and/or other law enforcement officer becoming involved, including whether the student was questioned, restrained, taken into custody, or subject to Use of Force.

93. The District shall annually review the practices of SROs, School Safety Officers, School Security Guards, Guardians, and/or other law enforcement officers (at school, on student transportation, at school bus stops, or during a school-sponsored or related event), including reviews of any instances in which SROs, School Safety Officers, School Security Guards, Guardians, and/or other law enforcement officers were involved in the disposition of a school discipline matter. The District shall use this review to determine whether particularized training is needed for personnel regarding the involvement of SROs, School Safety Officers, School Security Guards, Guardians, and/or other law enforcement officers in school discipline. The District shall respond to these staffing and/or professional development needs before the subsequent school year.

XII. CONCLUSION

ALL PARTIES FURTHER AGREE:

94. This Agreement shall become effective upon execution by all parties, and may be amended only by written agreement executed by the chief administrative officers of each party.

95. This Agreement replaces the “INTERAGENCY AGREEMENT” of September 2006 and the “COLLABORATIVE INTERAGENCY AGREEMENT REGARDING STUDENT MISCONDUCT, STUDENT INTERVIEWS AND STUDENT ARRESTS BY LAW ENFORCEMENT OFFICERS” of May 2014, which Agreements are terminated as of the effective date of this Agreement. This Agreement shall remain in force until modified in writing signed by all parties.

96. The Parties will develop procedures for on-going meetings and will, at least annually, review the Agreement and, if necessary, recommend any changes.

97. Notwithstanding contrary statutory obligations, any party may terminate this Agreement as to itself upon 30 days written notice to the other Parties. Such termination shall not affect the rights and obligations of the remaining Parties under this Agreement.

IN WITNESS WHEREOF, the School Board, the Sheriff, and the Cities have caused this Agreement to be executed by their undersigned officers, duly authorized.

Date: _____

THE SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: _____
Chairperson

Attest: _____
Superintendent

Approved as to form:

Office of School Board Attorney

Date: _____

PINELLAS COUNTY SHERIFF'S OFFICE

By: _____
Robert A. Gualtieri, Sheriff

Approved as to form:

Office of General Counsel

Date: _____

BELLEAIR POLICE DEPARTMENT

By: _____
Chief

Date: _____

CLEARWATER POLICE DEPARTMENT

By: _____
Chief

Date: _____

GULFPORT POLICE DEPARTMENT

By: _____
Chief

Date: _____

INDIAN SHORES POLICE DEPARTMENT

By: _____
Chief

Date: _____

KENNETH CITY POLICE DEPARTMENT

By: _____
Chief

Date: _____

CITY OF LARGO

By: _____
Chief

By: _____
City Manager

Date: _____

PINELLAS PARK POLICE DEPARTMENT

By: _____
Chief

Date: _____

PINELLAS COUNTY SCHOOLS POLICE
DEPARTMENT

By: _____
Chief

Date: _____

ST. PETERSBURG POLICE DEPARTMENT

By: _____
Chief

Date: _____

TARPON SPRINGS POLICE
DEPARTMENT

By: _____
Chief

Date: _____

TREASURE ISLAND POLICE
DEPARTMENT

By: _____
Chief

Date: _____

USF POLICE DEPARTMENT

By: _____