

## **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 County Schools Police Department, Pinellas Park, 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").

### **WITNESSETH:**

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

**WHEREAS**, the Parties recognize that a 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, at §1006.13, F.S., states that school board zero tolerance policies may not be 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 such misconduct

and 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 incidents, without discrimination. The manner in which each student incident is handled by the Parties is depended upon many factors unique to each child, including, but not limited to, behavioral history, present circumstances, disciplinary record, and disability status. Thus, the Parties acknowledge that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student; as examples, the District generally follows a practice of progressive student discipline that may lead to a more severe consequence for a student with a large disciplinary history, and students with disabilities may be entitled to certain protections against discipline while students without disabilities will not. The District's treatment of each incident of misconduct shall be consistent with the U.S. Constitution and federal and state anti-discrimination laws that prohibit discrimination based on race, ethnicity, national origin, gender, religion, marital status, or disability. 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 and disciplinary history, and ESE status). Further, it is the intent of this Agreement that low-level acts of misconduct that do not pose a threat to school safety should, as a rule, not be referred to law enforcement and should, as a rule, not result in student arrest. Low-level acts of misconduct are those that a school administrator reasonably believes do not pose a threat to the safety of students, staff, volunteers, or other persons, or a threat of harm to School Board property.

## **SECTION I**

### **ALL PARTIES AGREE:**

1. 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.
2. To participate in interagency planning meetings, as deemed appropriate by each party to this Agreement.
3. 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.
4. To jointly plan, and provide information and access to training opportunities, when feasible.
5. To develop internal policies and cooperative procedures as needed to implement this Agreement to the maximum extent possible.

6. 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.

7. Where no School Resource Officer 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 crimes or incidents, 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, felony sex crimes, felony narcotics violations, which shall all be immediately referred to the local agency having jurisdiction. The Pinellas County Schools Police Department should be contacted initially regarding any incidents that occur at these schools. If the Pinellas County School Police Department states that they are unable to respond to the incident, the notifying agency will respond or will contact the appropriate law enforcement agency with jurisdiction to respond. After normal hours of school operation all incidents 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 where the officer is a witness or has probable cause.

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

9. So long as permitted by law, the Parties will promptly furnish the other Parties with information, and respond to the other Parties' requests for information, concerning suspected felonies, violent misdemeanors, and delinquent acts that would be felonies or violent misdemeanors if committed by an adult, whether committed by students or adults, and whether committed on or off School Board property. Such information from the School Board may include personally identifiable student information as reasonably necessary under the circumstances in order for the School Board to meet its obligations under law. See §1006.07(7)(d), F.S.

10. 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 or permitted by applicable law.

11. Law enforcement officers shall not supplant the role of educators in deploying developmentally appropriate, pedagogically sound interventions to student misbehavior that does not pose a threat to school safety. Investigation of criminal activity is a law enforcement function.

12. The Sheriff agrees to provide criminal background information regarding students as required as part of the threat assessment process pursuant to §1006.07(7), F.S. 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.

13. 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 a School Resource Officer (“SRO”) 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.

14. The Sheriff and Cities will ensure that law enforcement officers follow the protocol outlined below. Normally, the steps listed below will occur in sequence as listed, but the steps may be taken out of order if appropriate and in the best interest of the student and/or others involved.

#### Role of Law Enforcement Officer.

Before making an arrest of a student for misconduct 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. Consult with the school principal or their designee:

To the extent that the officer deems it appropriate, the officer may consult with the school principal or designee before making an arrest.

Factors to consider before making an arrest include whether the Code of Student Conduct been followed in the instance and whether the situation may appropriately be resolved by consequences within the school discipline system (such as detention, suspension, or interventions).

#### STEP 2. Evaluate the situation:

Considering all the surrounding circumstances, does this incident rise to the level of a felony or pose a serious threat to school safety that necessitates an arrest? If so, the officer shall proceed to Step 6. If the behavior falls into the category of non-violent misdemeanor, continue to the steps below. However, nothing in this agreement prevents an officer from making an arrest at any time. If the behavior is non-criminal or otherwise minor and not rising to any of these levels, it may be referred back to the school for consequences and interventions.

#### STEP 3. Issue a warning:

The officer shall consider whether the situation 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 in order to cool off or other intervention, including a referral to a formal juvenile diversion program.

STEP 4. Talk to the parents or guardians:

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

STEP 5. 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 6. If the above options are not viable or appropriate within the officer's discretion, the officer may place the student under arrest.

- a. The officer must ensure that the school principal or their designee is notified of any school-based arrest.
- b. To the extent feasible under the circumstances, the law enforcement officer shall work with the school administrator to arrange for a private location for the arrest. This location should, to the greatest extent possible, be out of earshot and sight of other students and school personnel who are not involved.
- c. Absent sound reasons to the contrary, law enforcement officers shall not arrest or escort students in view of other students or school personnel who are not involved.
- d. The law enforcement officer shall attempt to ensure that the student's parent/guardian is notified of any school-based arrest, if not before the arrest, then immediately after the arrest. If the officer is unable to immediately reach the student's parents/guardians, the officer shall continue to make a good faith and sustained effort to notify the parents/guardians.

STEP 7. 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.

## **SECTION II**

### **THE SCHOOL BOARD AGREES TO:**

15. Ensure that each principal notifies all school personnel regarding their responsibilities regarding incident reporting, and that all crimes should be reported; however, that those crimes listed below in paragraph 16 that occur on School Board property, or whenever and wherever children are under the jurisdiction of the School District, whether by an adult or child, shall be reported to their respective School Resource Officer, assigned officer, or in their absence, the law enforcement agency having jurisdiction. Ensure that each principal notifies all school personnel that all acts which pose a threat to school safety shall be reported to the school principal or designee and that disposition of the incident is properly documented. In an emergent situation nothing herein prohibits a school employee from directly reporting to law enforcement an act that poses an imminent threat to school safety.

16. Ensure that all felonies and violent misdemeanors shall be reported to law enforcement by the principal or the principal's designee without unnecessary delay. Examples of crimes which must be reported include: aggravated assault, aggravated battery, possession of a firearm or any other weapon (to include razor blades, box cutters, and electric weapons), battery on a School Board employee, arson, placement or threats to place a destructive device (bomb threats), robbery, tampering with a witness, extortion, sexual battery, criminal mischief (vandalism) exceeding \$1,000, possession of illegal drugs, battery with injury and fighting with injury. When the obligation to report an incident is unclear, school-based personnel shall err on the side of caution and report the incident to law enforcement.

17. The timely reporting of other criminal incidents is also critical to the safety of the school environment. Therefore, whenever a non-violent misdemeanor occurs, the principal or principal's designee shall also notify law enforcement as soon as practical. The purpose of this notification is to allow law enforcement to connect this activity with other possible non-school activity, the combination of which could affect school safety. Nonviolent misdemeanors are those misdemeanors that cause neither physical harm to persons nor significant damage to property and shall, depending on the specific circumstances, include, but not be limited to theft of less than \$300, vandalism less than \$1,000, campus disruptions, disorderly conduct, trespassing and gambling. When the obligation to report an incident is unclear, school personnel shall err on the side of caution and report the incident. With respect to non-violent misdemeanors, consideration should be given to alternatives to arrest, when appropriate. The law enforcement officer, in exercising their discretion whether to arrest, should consider information from the school administrators and the victim.

18. Ensure that in the case of any 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 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.

19. Ensure that when a crime 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.

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

21. Immediately report all incidences of statements made by students or staff of credible threats of serious harm to themselves or others to the parent/guardian as well as the SRO if available, or in the SRO's 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 threat to school safety.

22. In the event of student 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.

23. All parties involved in 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 and disciplinary history, and ESE status).

### **SECTION III**

#### **THE CITIES AND THE SHERIFF AGREE THAT:**

24. Individual School Resource Officers ("SRO") 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. School Resource Officers shall also notify the principal or principal's designee whenever a student is taken into custody at school or at a school function by a law enforcement agency.

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

26. 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.

27. Individual SROs shall work collaboratively with the principal or principal's designee in the investigation of criminal activity, 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.

28. School Resource Officers shall assist when requested, in the training of administrative personnel regarding criminal law, and the reporting requirements as outlined in this Agreement.

29. When dealing with reported minor incidents, nothing shall preclude the School Resource Officer from diverting the offender to appropriate school-based discipline, where appropriate and authorized by department policy and applicable law.

30. 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.

31. 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.

32. 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.

33. 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.

34. District personnel, SROs, and/or other law enforcement officers shall not impermissibly 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 sufficient identifying factors in addition to the person's race, ethnicity, or nationality. Even then, such characteristics may not be given undue weight.

35. When an off-campus incident occurs that involves criminal activity which is not of a serious nature (usually misdemeanors and/or minor property crimes) or a threat to the safety of the students or community, law enforcement officers shall make every effort to conduct investigative interviews of witnesses and suspects off campus. Such a requirement recognizes the need for orderly and uninterrupted school operations. However, if such efforts at off-campus interviews are exhausted or reasonably and in good faith appear unlikely to succeed, then the interview(s) may be conducted on campus. Agencies shall provide documentation to the School Board of prior attempts to conduct interviews off campus upon request. Such interviews shall only be conducted to the extent necessary under the circumstances. All such interviews are also subject to the procedural terms set forth herein.

36. When an off-campus incident involving criminal activity occurs which is of a serious nature posing a substantial threat to the public safety (e.g., felony crimes of violence), then interviews may be conducted on campus as necessary to facilitate the investigation. The investigating law enforcement officer shall have sole discretion to determine the seriousness of the criminal activity and necessity of on-campus interviews.

37. When an incident involving criminal activity occurs on campus or on another area of school board jurisdiction (e.g. bus stops), law enforcement officers may interview witnesses and suspects on campus as appropriate to complete their investigation.

38. When it is necessary that law enforcement officers conduct on-campus interviews of student suspects with respect to both off or on-campus criminal activity, officers will not proceed with the interview without prior notification to the suspect's parent(s), or a good faith effort to notify the parent(s) of the suspect. In such cases, a school administrator will act in conjunction with law enforcement in making a good faith effort to notify the parent. However, if the law enforcement officer deems that prior parental contact would be detrimental to or would thwart the investigation, the officer may seek the express approval from a supervisor to conduct the interview without parental notification and must receive such approval from the supervisor before conducting the suspect's interview without parental notification. If law enforcement determines that failure to conduct an immediate interview would be detrimental to or would thwart the investigation, school personnel shall not insist on prior parental notification. Law enforcement shall always notify an administrator before conducting an interview.

39. Investigation of criminal activity is a law enforcement function. The presence of a school official is not required during suspect or witness interviews, but a school administrator will ordinarily, when reasonably available, request to be present in the absence of a parent. However, whether a school administrator will be present during these interviews is within the discretion of the law enforcement officer. When present, the school administrator shall collaborate with the law enforcement officer to ensure that student 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, the student's parents/guardians, and the school or district staff and interviewer who were directly involved are the only people who know about it.

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

41. Nothing set forth in this interview procedure is intended to interfere with the normal on-campus duties of SROs or school official's control of daily school operations. 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.

42. 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.

43. Non-district-employed law enforcement officers will maintain the 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.

44. 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, if any, adopted by their respective agencies that must be used by their law enforcement officers, whether an 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 activity.

## **SECTION IV**

### **THE SCHOOL BOARD AND SHERIFF AGREE:**

45. Notwithstanding Paragraph 7, 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.

46. 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 may 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

## **SECTION V**

### **ALL PARTIES FURTHER AGREE:**

53. 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.

54. 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.

55. 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.

56. The parties shall annually review the practices of SROs and other law enforcement officers. The District shall use this review to determine whether particularized training is needed for personnel, whether law enforcement and/or administrative, regarding the practices of law enforcement officers in the schools, including the involvement of law enforcement officers in school discipline. Training of such personnel shall be on-going as needed and is expected to occur at least annually.

57. Some, but not all, of the parties have entered into separate agreements with the School Board for the provision of law enforcement officers as SROs or school resource deputies. The parties that have executed those agreements agree that, to the extent that any provisions of those agreements that directly conflict with the provisions of this Agreement, the provisions of this Agreement will control.

**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: \_\_\_\_\_

Approved as to form and correctness:

By: \_\_\_\_\_  
James W. Denhardt, City Attorney

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: \_\_\_\_\_

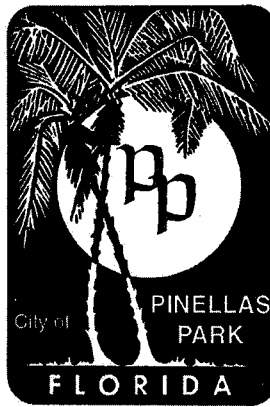
USF POLICE DEPARTMENT

By: \_\_\_\_\_

City of

# PINELLAS PARK

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**Please Respond To:**

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2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

November 8, 2021

Sergeant Cassidy Perry  
Pinellas Park Police Department  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #21-293**  
**PCSB Interagency Agreement**

Dear Sergeant Perry:

Our office has received and reviewed the above-referenced Pinellas County School Board Interagency Agreement. Please include a signature line (which is required by the Pinellas Park City Charter) for the City Attorney that reads as follows:

Approved as to form and correctness:

\_\_\_\_\_  
James W. Denhardt, City Attorney

Once the above change is incorporated into the Agreement, our office would approve of the same as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Bart Diebold, Assistant City Manager  
Lisa Hendrickson, Assistant City Manager  
Chief Michael Haworth  
Captain Adam Geissenberger

JWD/dh

21-293.11082021.LSCP.PCSB Interagency Agmt.wpd



PRINTED ON RECYCLED PAPER

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## Re: Atty Doc 21-293, PCSB Interagency Agreement

1 message

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**Matthew Pruitt** <mpruitt@pinellas-park.com>

Tue, Oct 26, 2021 at 12:48 PM

To: City Clerks <CityClerk@pinellas-park.com>

Cc: denhardtlaw <denhardtlaw@aol.com>, Sara Lani <slani@pinellas-park.com>, Minh Huynh <MHuynh@pinellas-park.com>, Adam Geissenberger <ageissenberger@pinellas-park.com>, Cassidy Perry <CPerry@pinellas-park.com>

The attached PCSB Interagency Agreement has been reviewed by the Human Resources Department. There are no additions, changes, or comments offered as they may pertain to the evaluation of risk exposures. I have also attached correspondence from the City Attorney in regard to the last agreement for reference.

Thank you.

Matt Pruitt  
Pension & Risk Management Director  
City of Pinellas Park  
[5141 78th Avenue N.](#)  
[Pinellas Park, FL 33781](#)  
p#727-369-0634

[www.pinellas-park.com](http://www.pinellas-park.com)

\*This message may contain information which is part of a Human Resources File and may therefore be exempt from disclosure in accordance with F.S. 768.28. Please notify the sender and destroy this message if you have received in error.

On Tue, Oct 26, 2021 at 10:06 AM Nichole Strickland <nstrickland@pinellas-park.com> wrote:

For your review.

Thank you,

Nichole Strickland, MMC, CPM  
Deputy City Clerk  
City Clerks Office  
City of Pinellas Park  
(727) 369-0618

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### 4 attachments

 **CD 21-018 PCSB Interagency Agmt01192021\_0000.pdf**  
154K

 **CD 21-018 PCSB Interagency Agmt01192021\_0000.pdf**  
154K