

**INTERAGENCY WORKING AGREEMENT  
MEMORANDUM OF UNDERSTANDING**

Between the  
District School Board of Pasco County  
And  
Pasco Sheriff's Office

WHEREAS, the District School Board of Pasco County (the "School Board"), recognizes that pursuant to 39.3065, *Florida Statutes*, the Pasco Sheriff's Office (PSO) is responsible for conducting child protective investigations in Pasco County, Florida, subject to the terms and conditions of an annual grant agreement between PSO and the Florida Department of Children and Families; and

WHEREAS, this responsibility is accomplished by the PSO through its Child Protective Investigations Division (PSO-CPID); and

WHEREAS, the School Board and the PSO have reviewed and endorsed the described procedures as assisting in the effort to achieve that goal; and

WHEREAS, the School Board and the PSO will utilize said procedures regarding their respective responsibilities in the reporting and investigation of allegations of child abuse, abandonment or neglect; and

WHEREAS, the School Board and the PSO recognize that these procedures must be distributed and understood by School Board staff and PSO members in order to enhance the abilities of both School Board and PSO to protect children; and

WHEREAS, said procedures are subject to the requirements and/or constraints of Chapter 39, *F.S.*, such that any amendments to Chapter 39, *F.S.*, may override said procedures and may cause the School Board and PSO to revise this Working Agreement/Memorandum of Understanding.

**BOTH THE SCHOOL BOARD AND PSO ENTER INTO THIS WORKING AGREEMENT AND MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**I. PSO-CPID RESPONSIBILITIES**

**A. Reporter contact:** When a child protective investigator (CPI) is assigned an investigation generated by a school staff member, the CPI will attempt to contact the reporter within 24 hours to confirm the allegations, as they have been provided, and ascertain any additional information as necessary. This contact will serve as notice to the reporter the investigation is underway. At a minimum, the reporter and the CPI will adhere to the following responsibilities:

1. The reporter will be notified of the reporter's rights.

2. The CPI will provide their name and contact information to the reporter.
3. The reporter is responsible for providing any additional information during this contact.

**B. Consultation:** CPI's will interview School Board staff as collateral contacts even when not the reporter of an investigation, in order to gain investigative insight into the dynamics of the child (ren)/family.

1. All investigative activity will be documented into the Florida Safe Families Network (FSFN) database.

## II. SCHOOL BOARD RESPONSIBILITIES

**A. Mandatory Reporting:** Section 39.201, *F.S.*, requires any "school teacher or other school official or personnel" to report suspected cases of child abuse, neglect or abandonment to the Florida Abuse Hotline (1-800-96-ABUSE).

1. Any School Board employee who reports an allegation of abuse, abandonment or neglect must provide his or her name to the Hotline.
2. The School Board employee has responsibility for calling the Hotline with any allegations.

**B. Information Sharing:**

1. School Board staff will assist with an investigation.

**C. Parental Notification:**

1. Without consulting with the CPI, a School Board employee will not notify a child's parent and/or caregiver of an investigation. This is to attempt to prevent a School Board employee from inadvertently forewarning any parent/caregiver or any other possible perpetrator who is a suspect of an allegation of abuse, neglect or abandonment which could result in a potential additional threat to the child(ren).
2. The CPI will make any required contact and/or notifications with the parent/caregiver.

## III. SCHOOL INTERVIEWS AND PROCEDURES

**A. Arrival of CPI/Law Enforcement Officer at School Location:** Circumstances may require a CPI and/or law enforcement officer to interview a child/victim during the school day and while the child is located on school campus. Both the School Board and the PSO recognize these interviews need to be conducted in a friendly and professional manner and in a private setting.

1. When the CPI arrives on school campus, they may be accompanied by, or awaiting a law enforcement officer to proceed with a joint investigation.
2. The CPI will present himself/herself to the school office, sign in, provide their credentials for viewing and provide the office staff with their business card. It is the responsibility of the assisting School Board official to produce the appropriate visitor log upon which the CPI will enter their information.
3. The School Board and the PSO-CPI understand and agree that the name of any child(ren) being seen by the CPI will not be recorded on the visitor log.

**B. Non-Institutional Investigations:** In accordance with Section 39.301(18), *F.S.*, on a child protective investigation or a criminal investigation, when the initial interview with the child is conducted at school, the investigator or the law enforcement agency may allow, notwithstanding s. 39.0132(4), a school staff member who is known by the child to be present during the initial interview if: PSO-CPI or law enforcement agency believes that the school staff member could enhance the success of the interview by his or her presence; and the child requests or consents to the presence of the school staff member at the interview. School staff may be present only when authorized by this subsection.

1. Information received during the interview or from any other source regarding the alleged abuse or neglect of the child is confidential and exempt from s. 119.07(1), *F.S.*, except as otherwise provided by court order.
2. A separate record of the investigation of the abuse, abandonment, or neglect may not be maintained by the school or school staff member. Violation of this subsection is a misdemeanor of the second degree, punishable as provided in s. 775.082, *F.S.*, or s. 775.083, *F.S.*

**C. School Employee/Institutional Investigations:** In accordance with Section 39.302, *F.S.*, the PSO-CPI shall conduct a child protective investigation on each allegation of abuse, neglect or abandonment alleged to have been committed by a School Board employee. Upon receipt of a report that alleges a School Board employee acting in an official capacity has committed an act of child abuse, neglect or abandonment, the Department shall initiate a child protective investigation with the timeframe established under section 39.201(5), *F.S.*

1. The CPI will notify the state attorney, law enforcement agency, and School Board Office for Employee Relations staff, which shall immediately conduct a joint investigation, unless independent investigations are more feasible.
2. When conducting investigations or having face-to-face interviews with the child, investigative visits shall be unannounced unless it is determined by the CPI that unannounced visits threaten the safety of the child.
3. When commencing an investigation where the alleged perpetrator is a School Board employee, the CPI will notify an administrator that they are on campus to conduct an investigation. When the alleged perpetrator is an administrator of the school, the CPI will still notify an administrator at the school, although not the school employee who

is the alleged perpetrator. The CPI will also notify the Office for Employee Relations. The administrator who was notified is expected not to discuss the investigation with the staff member until after the alleged perpetrator is interviewed by PSO-CPI.

4. At the onset of an interview where a School Board employee is the alleged perpetrator, an interview will be offered and the alleged perpetrator will be advised of their alleged role in the investigation, the roles of those conducting the investigations, the possible timeframes/outcomes, that they will be contacted at the end of the investigation and the receipt of a closure letter. The above will not apply if/when the alleged perpetrator is initially alleged to be "unknown" and the maltreatment is not verified.
5. Each agency (School Board, law enforcement) conducting a joint investigation is entitled to full access to the information gathered by the PSO-CPI during the course of the investigation.
6. The institutional protective investigation must include an interview with the child's parent or legal guardian, although this does not require face to face contact.
7. A criminal investigation shall be coordinated, whenever possible, with the child protective investigator of the Pasco Sheriff's Office.
8. In accordance with Section 39.302(1), *F.S.*, any interested person who has information regarding the offenses described in this subsection may forward a statement to the state attorney as to whether prosecution is warranted and appropriate.
9. The investigator shall employ the least restrictive means necessary to safeguard the physical health, mental health, and welfare of the child(ren) in care. This authority shall apply only to child protective investigations in which there is some evidence that child abuse, abandonment, or neglect has occurred. Discussions with School Board staff and employee relations staff will be attempted prior to any actions taken by PSO-CPI.
10. In accordance with Section 39.302(2)(a), *F.S.*, a subject of a report whose access to children in care has been restricted is entitled to petition the circuit court for judicial review. The court shall enter written findings of fact based upon the preponderance of evidence that child abuse, abandonment, or neglect did occur and that the department's restrictive action against a subject of the report was justified in order to safeguard the physical health, mental health, and welfare of the children in care. The restrictive action of the department shall be effective for no more than 90 days without a judicial finding supporting the actions of the department.
11. Upon completion of the child protective investigation, the PSO-CPI may make application to the circuit court for continued restrictive action against any person necessary to safeguard the physical health, mental health, and welfare of the children in care.
12. The PSO-CPI shall notify the state attorney and the appropriate law enforcement agency of any other child abuse, abandonment, or neglect case in which a criminal investigation is deemed appropriate.
13. When an investigation of institutional abuse, neglect, or abandonment is closed and a person is not identified as a caregiver responsible for the abuse, neglect, or

abandonment alleged in the report, the fact that the person is named in some capacity in the report may not be used in any way to adversely affect the interests of that person.

14. Upon completion of an institutional investigation with an identified School Board staff member listed as an alleged perpetrator, PSO-CPI will mail a closure letter to the alleged perpetrator outlining the final findings and any recommendations, if applicable. A copy of this letter will be provided to the Office for Employee Relations.
15. Upon the completion of an institutional investigation involving School Board staff in their professional capacity the school principal, or their designee, may request, in writing, a copy of the closed report.
16. On school staff institutional investigations, the CPI will make contact with the parent(s)/guardian(s) of the victim(s)/child(ren) interviewed as quickly as possible and discuss with them:
  - a. The fact that their child was interviewed
  - b. The allegation/preliminary investigative findings
  - c. Any input/concerns on the topic
  - d. Direct them to the School Board for any school/staff related questions. The school administrator may also contact the parent(s)/guardian(s) to discuss this information.

#### **D. Confidentiality**

1. When conducting interviews with students on non-institutional investigations no School Board staff present during the interview will ask any questions, take notes, or create a separate record.
2. School Board employees may not discuss any information concerning a CPI investigation with any other person. This provision does not prohibit discussions between the Office for Employee Relations and the school's administrator(s).
3. School Board employees present for any interviews may be subject to subpoena for testimony at related court hearings and may so testify when subpoenaed.

#### **IV. REMOVAL OF CHILD(REN) FROM SCHOOL LOCATION**

- A. Chapter 39, *F.S.*, provides that a CPI may remove a child from his or her parent/caregiver whether the child is in a home or attending school. In order to ensure security for the child, whenever a CPI removes a child from any District School Board of Pasco County location, the CPI will:
  1. Provide his or her PSO photographic identification card/badge for inspection at the school location.
  2. Provide a business card to the appropriate School Board staff.
  3. Sign the appropriate school visitor log as provided by the site.

4. Appropriately communicate/notify the child's parent(s)/caregiver(s) regarding the removal of the child(ren) from the school location. The PSO member will make reasonable and diligent efforts to make such notifications as soon as practical and prior to the child(ren)'s scheduled release time.

**V. DISPUTE RESOLUTION**

- A. Any disputes that arise between the School Board and PSO-CPI will be resolved by the following:

1. School Location- The CPI will provide the school location principal, assistant principal, employee relations supervisor, or designee with the CPI's immediate supervisor's name and contact information. If the CPI Supervisor is unavailable, the CPI Manager should be contacted. The School Board staff and/or designee and CPI Supervisor or CPI Manager will communicate to resolve any disputes. The School Board's Office for Employee Relations will also be provided a PSO CPI Organizational Chart and CPI phone list on a monthly basis to assist and foster communication.
2. School Board – PSO-CPI Resolution: In the event any dispute cannot be resolved in the manner identified above V(A)(1), or whenever deemed necessary, the School Board Employee Relations Director and the PSO-CPI Director or Assistant Director shall be advised of the dispute in an expeditious manner by the School Board official and/or PSO-CPI supervisor or manager. The Director of Employee Relations/designee and the Director of PSO-CPI/designee will jointly resolve any disputes that cannot be resolved at the school level.

- VI. TERMINATION:** This Working Agreement and Memorandum of Understanding may be terminated by either the School Board or the PSO upon thirty (30) days written notice by either party. Said notification shall be accomplished only by letter sent via certified mail, return receipt to either of the following officials:

- A. **School Board:** The Director of the Office for Student Support Programs and Services and the Director of the Office for Employee Relations
- B. **PSO:** The Director of CPI

**VII. MISCELLANEOUS:**

- A. **Effective Date:** This Agreement and MOU shall become effective on March 1, 2016 and remain in effect unless superseded by a new Agreement and MOU or unless terminated by either party.
- B. **Sovereign Immunity:** Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of PSO and the School Board under §768.28, Fla. Stats. The School Board shall be and act as an independent contractor, and under no circumstances

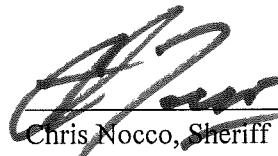
shall this Agreement be construed as one of agency, partnership, or joint venture of employment between PSO and the School Board and/or agency thereof. None of the personnel under contract to, employed by or volunteering for the School Board shall be deemed in any way to have any contractual relationship with PSO. The School Board shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder. PSO shall be and act as an independent contractor, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture of employment between the School Board and PSO. None of the personnel under contract to, employed by or volunteering for PSO shall be deemed in any way to have any contractual relationship with the School Board and/or agency thereof. PSO shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder.

- C. Indemnification: To the extent specifically authorized by §768.28, Fla. Stats., each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification (including, but not limited to, the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Fla. Stats.

District School Board of Pasco County

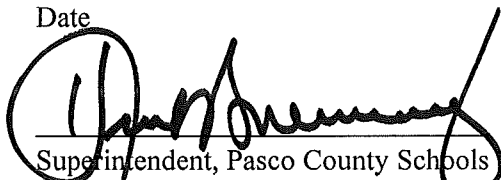
Pasco Sheriff's Office

  
Chairperson

  
Chris Nocco, Sheriff

4-19-16  
Date

5/23/16  
Date

  
Superintendent, Pasco County Schools

4/19/16  
Date