



July 30, 2021

**SENT VIA E-MAIL**

District School Board of Pasco County  
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**RE: Follow up from our meeting on June 24, 2021**

Dear Ms. Musselwhite, Ms. Kuhn, and Mr. Gadd:

Thank you for meeting with some of the members of The P.A.S.C.O. Coalition (the "Coalition") on June 24, 2021. We appreciate your time. The purpose of this letter is to: (1) reiterate the priorities of the Coalition; (2) request additional clarifications from the District School Board of Pasco County (the "District" or "School Board"); and, (3) request documents that the District has referenced.

We expect that Coalition members will be present at future School Board meetings, depending on capacity and COVID-19 consideration. Given the rise in cases in Florida, the Coalition would appreciate the opportunity to comment via electronic means. We trust that, by then, you will have briefed the School Board on this letter. In the meantime, the Coalition will also follow up with the School Board members.

**1. PRIORITIES OF THE COALITION**

We understand that Fla. Stat. Sec. 1001.42(18)(b) requires the District to maintain and implement the EWS. However, the statutory purpose of the EWS is "to identify students...who need additional support to improve academic performance and stay engaged in school..." The Paco Sheriff's Office ("PSO") has no programs, e.g., tutoring, special education services, mentor programs, or elective extracurricular clubs, designed to improve students' academic performance or promote engagement in school. Furthermore, to our knowledge, the PSO has never even expressed interest in creating any such program. In short, the purpose of the EWS

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is entirely outside the purview of the PSO and there is no statutory mandate that the District share children's records with the PSO. As such, the Coalition opposes the District continuing to voluntarily share student records and data with the PSO, whether through the EWS, myStudent, or any other means.

The PSO should not have any access to EWS, myStudent, or any other student records that are not required by law. We have reviewed Fla. Stat. Sec. 1101.42, Fla. Stat. Sec. 1006.13, Fla. Stat. Sec. 1006.07, [guidance from the Florida Department of Education](#), FERPA regulations (including Sec. 99.31), [FERPA guidance](#), and the District's federal grant agreements and have not identified any legal obligation for the District to provide voluntary access of myStudent, EWS, or any other student records to the PSO. If the District has a contrary interpretation of Florida law, we welcome a detailed explanation of the District's position and any supporting legal authority.

The Coalition's central demand still stands: the District should end the voluntary data-sharing agreements with the PSO and any other data-sharing agreements with other law enforcement agencies. While the Coalition appreciates that the District recently amended the SRO Agreement with the PSO to address various problems, including not knowing who was accessing student records, the Amended SRO Agreement continues to allow the PSO to access sensitive student records and data when such access is not required by law and is wholly unnecessary to ensure the safety and welfare of district students.

The Coalition's demands outlined in our [letter dated May 4, 2021](#), to the School Board still stand. In addition to immediately ending the voluntary data sharing with the PSO, the Coalition believes that the District should prioritize addressing two specific Coalition demands at this time: (1) the lack of transparency and community input in amendments to the SRO Agreement and other agreements with law enforcement agencies; and (2) the decades of students records that have already been shared with the PSO. These two concerns are further explained below.

**A. Future amendments to the SRO Agreements with PSO and other law enforcement agencies.**

The Coalition was deeply concerned about the lack of transparency fostered by the District, including the District's decision to negotiate amendments to the SRO Agreement in May of 2021 behind closed doors. Such dedication to secrecy was particularly alarming in light of the growing concerns within the community, and nationwide, over the District's data-sharing arrangement with the PSO. The May 2021 amendments were negotiated with the PSO without the District providing any notification to the community, without allowing for members of the public to comment on the proposed changes, and without even listing the proposed amendment as an item for discussion on the School Board's meeting agenda. The lack of community involvement and the secretive nature of the process was exemplified by the PSO publicly congratulating the Amended SRO Agreement *before* the School Board had even formally voted to approve the changes.



Before the District renews or amends any of the SRO Agreements for the 2021-22 school year, the PASCOC Coalition strongly urges the District to open a public comment period on any amendments or renewals, even after the data-sharing arrangement is terminated. The District does **not** work for the PSO nor should it behave as though it is a part of that office. If the District wants to avoid further criticism for its role and complicity in the PSO's predictive policing program, it should meaningfully engage the actual stakeholders in the education of Pasco County's children, *i.e.*, parents, guardians, students, and the broader community prior to making future amendments to agreements with law enforcement.

**B. How will the District address the decades of student records it has already shared with the Pasco Sheriff's Office?**

The PSO confirmed that the District has shared student records with the PSO, as permitted by the SRO Agreements, for at least 20 years. We know from the January 2018 version of the PSO's [Intelligence-Led Policing Manual](#) that the PSO has used those student records for its "Intelligence-Led Policing" program, which was also explicitly referenced in the SRO Agreements.

Based on responses that the Coalition has received from community members and parents, we do not believe that parents, guardians, and former students have been notified that their children's or their own information may have been shared with the PSO in the past, or that it may be shared in the future.

What is the District's plan to notify parents, guardians, and former students that their data was or is being shared? And what is the plan to remedy harms that have resulted from decades of sharing student records and data?

**2. REQUEST FOR ADDITIONAL CLARIFICATIONS FROM THE DISTRICT**

We have some follow up questions in response to Ms. Musselwhite's e-mail dated June 28, 2021. A copy is attached for ease of reference. We organized those questions based on the section titles that were used in the e-mail.

**A. Access to EWS and myStudent Systems**

Below are additional questions and requests for clarification from the Coalition has based on the provided explanation of the EWS:

1. It is our understanding that anyone who has access to EWS would also have access to the student records (*e.g.*, grades, attendance, discipline records, course enrollment) of *all students* within their school, whereas individuals with access to myStudent are typically only given access to



the records for their assigned students (unless they are administrators with full access). Is this correct?

2. Please clarify what data, software platforms and/or educational records that the PSO is provided access to, and how that access has changed (if at all) under the Amended SRO Agreement. Could you also please specify which divisions/agencies within the PSO have permission/access to those records/systems?
3. Did the PSO have access to the myStudent system, EWS, or both prior to the amended SRO Agreement? If so, who specifically had access and what were their titles? Who were the users, and which permissions did each user have? How were those permissions different for teachers, counselors, District administration, etc.? How, if at all, has that changed under the amended SRO Agreement?
4. What additional third-party entities beyond the PSO has authorization to access either MyStudent and/or the EWS?
5. If the PSO did not have access to the myStudent system or EWS prior to the Amended SRO Agreement, what kind of information was available to the PSO, and how was it provided to the PSO?
6. If the PSO does not currently have access to the myStudent system or EWS, what kind of information is available to the PSO, and how is it provided to the PSO?
7. If the PSO has access to myStudent and/or the EWS currently, please clarify:
  - a. Does the PSO have full access to the EWS? Or is it only a list of EWS designations?
  - b. Are law enforcement records (e.g., juvenile arrests, juvenile civil citations, field incident reports, arrest affidavits) placed into student records available through myStudent?
  - c. Do PSO officers have the ability to review threat assessment evaluations for identifiable students through MyStudent?
  - d. Does the PSO have credentials to log into myStudent and EWS? If so:



- i. Which individuals within the PSO have access, and what are their titles?
  - ii. What are the permission settings for each PSO user? How are the PSO's permissions different from teachers, counselors, District administration, etc., if at all?
  - iii. Do users with access to the EWS system have the ability to download data/reports for students, either individually or collectively? If so, which users? And what data/fields are included in those reports?
  - iv. What changes, if any, have been made to alter, restrict or modify the PSO's permissions within myStudent and/or EWS since November 1, 2020?
  - v. What policies and procedures are currently in place to monitor or evaluate PSO access to myStudent and/or EWS?
  - vi. What correctional or remedial policies and procedures have been established to manage an unauthorized access of myStudent or EWS by the PSO?
  - vii. In the event of an unauthorized use of myStudent or EWS, what policy or procedures have been established to notify parents/guardians that a student's records have been improperly accessed.
- e. Is there a request and approval process that the PSO must follow in order to receive the information they request from the District, or does the PSO have standing access without requiring District approval each time they access the systems?
  - f. If there is a request and approval process, what does it entail? Does the PSO have to provide a reason for why it needs the requested information?

## **B. Resources Provided to the District by the PSO**

The Amended SRO Agreement references the PSO providing the District with "...other appropriate analytical products aimed at improving the overall safety of the students and faculty



at the public schools of Pasco County...” What are these “appropriate analytical products” that the PSO provides to the District?

**C. Juvenile Felony Arrest Information**

The Coalition would like a copy of the interagency agreement that the District is supposed to maintain with local law enforcement agencies per Fla. Stat. Sec. 985.04(1)(c). If the interagency agreement is the Amended SRO Agreement, as well as other SRO Agreements in place with other law enforcement agencies, please confirm. If not, the Coalition would like a copy of the interagency agreement that the school district is supposed to maintain with local law enforcement agencies per Fla. Stat. Sec. 985.04(1)(c).

**D. Baker Act Transport Information**

Please clarify whether PSO is the agency responsible for sharing with the District the daily transportation information for each student who is Baker Acted from schools?

**E. Community Based Threat Assessments**

What are community-based threat assessment teams? What is their relationship to school-based threat assessment teams and to the District-wide threat assessment team? How many community-based threat assessment teams are there and who is responsible for their oversight, management, and selection? What are examples of “community-based threat assessments”? In the District’s view, what are the applicable statutes, rules, or regulations governing community-based threat assessment teams?

**F. Recovered Missing Juveniles**

What services does the District provide to recovered missing juveniles? What services does the PSO provide to these students?

**G. Handle with Care Alert**

After how many days is the “handle with care” icon removed? Are parents able to access or review the Handle with Care Alert? Or just DCPS staff/administration and SROs? What kind of law enforcement interaction is the Handle with Care Alert? Does it entail the arrest or stop of the student or the student’s family or friends by police or any other law enforcement action? Is this information relayed to the District via a form, report, or some other manner?

**H. Social Media Alerts**

It remains unclear even after the email received from the school board team, who is sharing what information with whom. We have the following questions:



1. Is PSO monitoring student social media? If so, is the PSO reporting that student social media information to the District? How is monitored information relayed to the District? A form, a report, something else? What does the District and/or PSO do with that social media information?
2. Whether it is the PSO or the District monitoring student social media, what is the PSO and/or the District able to monitor – is it students’ public social media profiles, private social media profiles, or both?
3. Does the PSO have access to the Florida Department of Education Social Media Monitoring (“SMM”) Tool data and/or the [Florida Schools Safety Portal](#), which is where the SMM Tool is housed? Who at the District has access to this information—are SRO’s the only District staff that are provided with access to the SMM Tool Data and/or the Florida Schools Safety Portal? Are there any methods for overseeing which individuals accessed this information?
4. If the District conducts its own monitoring, does the District share any of that information with the PSO? If so, how, and what processes govern this sharing? What does the District and/or the PSO do with that information? Which institution is responsible for maintaining this social media information? How is the social media information retained, and for how long?
5. Please describe the Real Time Crime Center’s access to social media information and subsequent data flows.

### **3. REQUEST FOR DOCUMENTS THAT THE DISTRICT HAS REFERENCED**

Based on our conversation and the e-mail from Ms. Musselwhite, dated June 28, 2021, the Coalition would like to receive copies of the following documents:

- A. **Audit log.** We would like a copy of the audit log referenced in the Amended SRO Agreement. This is our second request for it, so please let us know if a public records request is the most effective way to obtain a copy. If reporting has not yet started, a blank copy of the audit log would be appreciated, and we would like to know when the PSO’s reporting will begin.
- B. **FERPA white paper.** During our meeting on June 24, 2021, the District mentioned a FERPA white paper that has been relied on for guidance on sharing student records. Would you please share a copy of that white paper? Who or what organization drafted this white paper?



- A. **School Data Sheets.** This is referenced in Ms. Musselwhite’s explanation of the EWS System in her e-mail dated, June 28, 2021. We would like to receive a blank or redacted Student Data Sheet.
- B. **Universal Release.** This is referenced in the section of the above referenced email titled “Pasco County Schools Youth at Risk (YAR) Meeting”. We would like to receive a blank or redacted Universal Release.
- C. **Pasco Sheriff’s Office Intelligence-Led Policing: Juvenile Daily Activity Report.** We would like a copy of a redacted (or blank) copy of this.
- D. **Interagency agreement(s).** We would like a copy of the interagency agreement that the school district is supposed to maintain with local law enforcement agencies per Fla. Stat. Sec. 985.04(1)(c). If that is the Amended SRO Agreement, and the other SRO Agreements in place with other law enforcement agencies, please confirm.
- E. **Baker Act Transportation Form.** We also request a redacted (or blank) version of the “Baker Act Transportation Information” form and a list of the statutes, rules, or regulations that the District believes govern these practices.

We look forward to hearing from you. We hope to receive a response from you before the next school board meeting so that we can appropriately communicate with our community partners on next steps before then. As always, if you have any questions or need additional clarifications, please do not hesitate to contact us.

Sincerely,

**The P.A.S.C.O. Coalition**

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