

*When signed return to:*  
City of Olympia  
Attn: City Clerk  
PO Box 1967  
Olympia, WA 98507-1967

**AGREEMENT BETWEEN THE CITY OF OLYMPIA  
AND  
THE OLYMPIA SCHOOL DISTRICT  
FOR  
SCHOOL RESOURCE OFFICERS**

**Whereas**, RCW 35A.11.010 permits cities governed under the optional municipal code to contract; and

**Whereas**, pursuant to OMC 3.16.030, the City Manager or City Manager's designee, is authorized to approve and execute on behalf of the City of Olympia any contract not otherwise subject to City Council approval; and

Whereas, the District desires to protect the school community from threats to the physical safety of its students and staff;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (CITY) and the Olympia School District (DISTRICT) agree as follows:

**I. Purpose/Objective**

The purpose of this Agreement is to establish terms and conditions for the CITY's regular deployment of School Resource Officers at DISTRICT locations outlined in this Agreement.

**II. Definitions**

In this Agreement, the following words shall have the meanings set forth below:

- A. Deploy: Assign to a particular location for the purpose of undertaking job activities from that location.
- B. School Resource Officer (SRO): A general service police officer employed by the CITY who has special training in the investigation and prevention of crimes committed by and against juveniles.

**III. Scope of Agreement/Work**

A. Responsibilities of the CITY shall be as follows:

1. The CITY agrees to deploy one SRO to each of the following DISTRICT facilities:
  - a. Olympia High School located at 1302 North Street SE, Olympia, WA 98501;
  - b. Capital High School located at 2707 Conger Ave NW, Olympia, WA 98502.
  - c. SROs based at Capital or Olympia High Schools will fulfill duties related to all district schools, generally dividing responsibilities between the West and East sides of the district.
2. The CITY agrees to such deployment on an annual basis, for a period of time that corresponds generally with the DISTRICT's regular school year, for as long as this Agreement remains in force.
3. The CITY agrees to permit the DISTRICT to participate in the process for selecting SROs.
4. The CITY agrees to work cooperatively with the DISTRICT on developing and annually reviewing activities (as contained in Olympia PD General Order 44.1.7) and performance standards that support the CITY's mission and the District's policies and expectations for SROs. The CITY further agrees that mutually determined changes to those activities and/or standards may be recommended to the Chief of Police at any time, with the understanding that final decisions on all personnel and procedure matters involving SROs remain solely with the Chief of Police.
5. In the event that an incumbent SRO leaves his/her assignment during the course of a school year, the CITY agrees to provide a replacement (as a temporary or regular assignment, at the CITY's discretion) no later than sixty (60) school days from the incumbent's last day of SRO service.

6. Consistent with the City of Olympia's Sanctuary City declaration, SROs assigned to the Olympia School District will carry out their duties consistent with the Sanctuary City policy and policing procedures. Further, the District and City support the current federal immigration enforcement policy set forth in the October 24, 2011 memo from the director of U.S. Immigration and Customs Enforcement that directs immigration agents to avoid questioning, searches, surveillance, and arrests at sensitive locations, including schools, school bus stops, and educational activities. Therefore, in the performance of SRO duties, the SRO shall not inquire about a person's place of birth or citizenship solely for the purpose of determining immigration status. The SRO will not initiate contact with immigration enforcement and will not share information with immigration enforcement for the purpose of enforcing administrative non-judicial immigration warrants. If a situation arises in which the SRO becomes aware of what the SRO believes is a valid federal judicial immigration warrant the SRO will request involvement of a patrol officer, if an arrest is anticipated, to preserve the SRO relationship with immigrant families attending Olympia schools.
7. In providing services under this Agreement, the City's SROs may, as legally permissible, with parental consent have access to personally identifiable education records and confidential information regarding District students (collectively referred to as "Confidential Information"). The City agrees that it and its personnel will maintain the confidentiality of Confidential Information. The use or disclosure of any Confidential Information for any purpose not directly connected to the City's services under this Agreement is strictly prohibited except where required or authorized by law.

SROs remain employees of the CITY and are not school staff or school officials for purposes of the Federal Educational Rights and Privacy Act (FERPA) or District Policy and Procedure 3231 and 3231P, School Records.

8. SROs are expected to comply with all laws and regulations pertaining to nondiscrimination. No person shall, on the grounds of race, creed, religion, color, national origin, sex, sexual orientation including gender expression or identity, age, marital status, veterans' status, disability, or use of a trained guide dog or service animal by a person with a disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any activity performed pursuant to this Agreement.

B. Responsibilities of the DISTRICT shall be as follows:

1. The DISTRICT agrees to permit SROs to be deployed on DISTRICT property, consistent with applicable DISTRICT policies. The DISTRICT shall provide the CITY with any DISTRICT policy applicable to SRO's service at the DISTRICT,

including Policy and Procedure 3226 and 3226P, Interviews and Investigations of Students on School Premises.

2. The DISTRICT agrees to participate with the CITY in the process of selecting SROs, with the full understanding that the CITY has the final decision regarding which officer will be assigned.
3. The DISTRICT agrees to provide a workspace with basic office furnishings for an SRO at each of the DISTRICT facilities to which an SRO is deployed.
4. The DISTRICT agrees to work cooperatively with the CITY on developing and annually reviewing activities (as contained in Olympia PD General Order 44.1.7) and performance standards that support the CITY's mission for SROs. The DISTRICT further agrees that mutually determined changes to those activities and/or standards may be recommended to the CITY's Chief of Police at any time, with the understanding that final decisions on all personnel and procedure matters involving SROs remain solely with the Chief of Police.

C. General terms and conditions:

1. SROs shall not be used to supplant DISTRICT staff in the provision of any service which the DISTRICT expects one or more of its employees to provide.
2. SROs shall not be used to provide any service that is outside the scope of work assigned to them by the CITY (i.e., all work must be reasonably related to the investigation or prevention of crimes committed by or against juveniles).
3. SROs shall not be utilized in lieu of private security at any DISTRICT facility or event.
4. SROs shall remain available for temporary redeployment to other duties in the event of a bona fide emergency or other valid purpose, as determined by the CITY.

**IV. Cost of SRO program**

- A. The Annual Program Cost for each SRO shall be determined by the CITY as outlined in this section and communicated to the DISTRICT no later than June 1 of each year while this Agreement is in force. The rate so communicated shall apply throughout

the subsequent school year (i.e., from the beginning of the regular school year that starts after the rate is determined until the end of that same regular school year).

- B. The Annual Program Cost of an SRO is deemed to include the following expenses:
1. Salary
  2. Benefits (as applicable to the assigned officers)
  3. Uniforms/clothing/cleaning and equipment
  4. Vehicles and fuel
  5. Training
  6. Materials and printing
  7. Communications service (cell phone and wireless computer access)

V. **Method of Payment**

It is the intent of this Agreement for the CITY and the DISTRICT to share equally the cost of providing SRO service. To that end, the parties agree as follows:

- A. The DISTRICT agrees to pay to the CITY its share of the program cost, which is agreed to be .5 Annual Program Cost x .75. The .75 represents the three-quarters of the year that school is in session SROs are provided. The program cost is determined as outlined in Section IV. The District's cost shall be prorated where the SRO services are not provided to the District for a period of 30 or more days.
- B. Payment may be made by the DISTRICT to the CITY either in full at the start of each school year (by September 1st) or in installments as agreed upon by the parties by June 30<sup>th</sup> of each year.
- C. The CITY has no obligation to replace the SRO for absences of less than 30 days, but will attempt to fill in with police officers that do not have specialized training as an SRO.

VI. **Indemnification & Insurance**

- A. The DISTRICT agrees to defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses

or suits including reasonable attorney fees, arising out of or in connection with the CITY's performance of the Agreement, except to the extent such injuries and damages are caused by the negligence of the CITY.

- B. The CITY agrees to defend, indemnify and hold the DISTRICT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the DISTRICT's performance of this Agreement, except to the extent such injuries and damages are caused by the negligence of the DISTRICT.

**VII. Duration of Agreement**

This Agreement shall be effective, subject to annual review unless otherwise terminated in the manner described under the termination section of this Agreement.

**VIII. Termination of Agreement**

This Agreement may be terminated by either party on June 30<sup>th</sup> of any year, upon sixty (60) days notice to the other party prior to June 30<sup>th</sup>, using the method of notice provided for in this Agreement.

**IX. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the CITY and the DISTRICT and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**X. Employment Relationship**

Employees of the CITY shall remain at all times under the direction and control of the CITY and the performance of work for DISTRICT shall not change that relationship for any purpose.

The City shall perform all duties pursuant to this Agreement as an independent contractor. The District shall not control or supervise the manner in which this Agreement is performed, except as expressly provided herein. Nothing in this Agreement shall be construed to create a partnership, agency relationship, or employer-employee relationship between the District and the City or its personnel. Neither party may incur debts or make commitments for the other party.

The City and its SROs shall not represent himself, herself, or itself as an employee, representative, or spokesperson for the District.

**XI. Notice**

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA  
Attn: Chandra Brady, Support Administrator  
Re: SRO Agreement with Olympia School District  
PO Box 1967  
Olympia, WA 98507-1967

OLYMPIA SCHOOL DISTRICT  
Patrick Murphy, Superintendent  
Attn: Jennifer Priddy, Assistant Superintendent  
Re: SRO Agreement with City of Olympia  
1113 Legion Way SE  
Olympia, WA 98501

**XII. Records**

Each party shall maintain its own public records, and each shall be solely responsible for responding to any records request it receives about the subject matter of this Agreement. Although each party is responsible for responding to its own public records requests, the parties shall cooperate with each other as necessary to fully respond to any such request regarding CITY work for the DISTRICT.

**XIII. Interpretation and Venue**

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

**XIV. Ratification**

Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified by the parties and confirmed.

**XV. Effective Date**

Once fully executed, this Agreement shall take effect as of the date of the last signature affixed hereto.

**CITY OF OLYMPIA**

**OLYMPIA SCHOOL DISTRICT**

\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Dr. Patrick Murphy Ed.D., Superintendent

Date: \_\_\_\_\_

Date: 10/21/2019

Approved as to form:

Approved as to form:

  
\_\_\_\_\_  
City Attorney (DCA)

\_\_\_\_\_  
OSD Counsel



OCT 24 2011



U.S. Immigration  
and Customs  
Enforcement

MEMORANDUM FOR: Field Office Directors  
Special Agents in Charge  
Chief Counsel

FROM: John Morton  
Director

A handwritten signature in black ink, appearing to read "John Morton", written over the printed name and title.

SUBJECT: Enforcement Actions at or Focused on Sensitive Locations

Purpose

This memorandum sets forth Immigration and Customs Enforcement (ICE) policy regarding certain enforcement actions by ICE officers and agents at or focused on sensitive locations. This policy is designed to ensure that these enforcement actions do not occur at nor are focused on sensitive locations such as schools and churches unless (a) exigent circumstances exist, (b) other law enforcement actions have led officers to a sensitive location as described in the "Exceptions to the General Rule" section of this policy memorandum, or (c) prior approval is obtained. This policy supersedes all prior agency policy on this subject.<sup>1</sup>

Definitions

The enforcement actions covered by this policy are (1) arrests; (2) interviews; (3) searches; and (4) for purposes of immigration enforcement only, surveillance. Actions not covered by this policy include actions such as obtaining records, documents and similar materials from officials or employees, providing notice to officials or employees, serving subpoenas, engaging in Student and Exchange Visitor Program (SEVP) compliance and certification visits, or participating in official functions or community meetings.

The sensitive locations covered by this policy include, but are not limited to, the following:

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<sup>1</sup> Memorandum from Julie L. Myers, Assistant Secretary, U.S. Immigration and Customs Enforcement, "Field Guidance on Enforcement Actions or Investigative Activities At or Near Sensitive Community Locations" 10029.1 (July 3, 2008); Memorandum from Marcy M. Forman, Director, Office of Investigations, "Enforcement Actions at Schools" (December 26, 2007); Memorandum from James A. Puleo, Immigration and Naturalization Service (INS) Acting Associate Commissioner, "Enforcement Activities at Schools, Places of Worship, or at funerals or other religious ceremonies" HQ 807-P (May 17, 1993). This policy does not supersede the requirements regarding arrests at sensitive locations put forth in the Violence Against Women Act, see Memorandum from John P. Torres, Director Office of Detention and Removal Operations and Marcy M. Forman, Director, Office of Investigations, "Interim Guidance Relating to Officer Procedure Following Enactment of VAWA 2005 (January 22, 2007).

- schools (including pre-schools, primary schools, secondary schools, post-secondary schools up to and including colleges and universities, and other institutions of learning such as vocational or trade schools);
- hospitals;
- churches, synagogues, mosques or other institutions of worship, such as buildings rented for the purpose of religious services;
- the site of a funeral, wedding, or other public religious ceremony; and
- a site during the occurrence of a public demonstration, such as a march, rally or parade.

This is not an exclusive list, and ICE officers and agents shall consult with their supervisors if the location of a planned enforcement operation could reasonably be viewed as being at or near a sensitive location. Supervisors should take extra care when assessing whether a planned enforcement action could reasonably be viewed as causing significant disruption to the normal operations of the sensitive location. ICE employees should also exercise caution. For example, particular care should be exercised with any organization assisting children, pregnant women, victims of crime or abuse, or individuals with significant mental or physical disabilities.

### Agency Policy

#### *General Rule*

Any planned enforcement action at or focused on a sensitive location covered by this policy must have prior approval of one of the following officials: the Assistant Director of Operations, Homeland Security Investigations (HSI); the Executive Associate Director (EAD) of HSI; the Assistant Director for Field Operations, Enforcement and Removal Operations (ERO); or the EAD of ERO. This includes planned enforcement actions at or focused on a sensitive location which is part of a joint case led by another law enforcement agency. ICE will give special consideration to requests for enforcement actions at or near sensitive locations if the only known address of a target is at or near a sensitive location (e.g., a target's only known address is next to a church or across the street from a school).

#### *Exceptions to the General Rule*

This policy is meant to ensure that ICE officers and agents exercise sound judgment when enforcing federal law at or focused on sensitive locations and make substantial efforts to avoid unnecessarily alarming local communities. The policy is not intended to categorically prohibit lawful enforcement operations when there is an immediate need for enforcement action as outlined below. ICE officers and agents may carry out an enforcement action covered by this policy without prior approval from headquarters when one of the following exigent circumstances exists:

- the enforcement action involves a national security or terrorism matter;
- there is an imminent risk of death, violence, or physical harm to any person or property;

- the enforcement action involves the immediate arrest or pursuit of a dangerous felon, terrorist suspect, or any other individual(s) that present an imminent danger to public safety; or
- there is an imminent risk of destruction of evidence material to an ongoing criminal case.

When proceeding with an enforcement action under these extraordinary circumstances, officers and agents must conduct themselves as discretely as possible, consistent with officer and public safety, and make every effort to limit the time at or focused on the sensitive location.

If, in the course of a planned or unplanned enforcement action that is not initiated at or focused on a sensitive location, ICE officers or agents are subsequently led to or near a sensitive location, barring an exigent need for an enforcement action, as provided above, such officers or agents must conduct themselves in a discrete manner, maintain surveillance if no threat to officer safety exists and immediately consult their supervisor prior to taking other enforcement action(s).

#### Dissemination

Each Field Office Director, Special Agent in Charge, and Chief Counsel shall ensure that the employees under his or her supervision receive a copy of this policy and adhere to its provisions.

#### Training

Each Field Office Director, Special Agent in Charge, and Chief Counsel shall ensure that the employees under his or her supervision are trained (both online and in-person/classroom) annually on enforcement actions at or focused on sensitive locations.

#### No Private Right of Action

Nothing in this memorandum is intended to and may not be relied upon to create any right or benefit, substantive or procedural, enforceable at law by any party in any administrative, civil, or criminal matter.

This memorandum provides management guidance to ICE officers exercising discretionary law enforcement functions, and does not affect the statutory authority of ICE officers and agents, nor is it intended to condone violations of federal law at sensitive locations.

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**INTERVIEWS AND INTERROGATIONS OF STUDENTS ON SCHOOL PREMISES**

The district encourages interviews and interrogations of students by law enforcement, the Department of Social and Health Services (DSHS) and the county health department(s) to take place off school premises in order to minimize interruption to the instructional program. When an onsite interview or interrogation is insisted upon by said entities, the district will utilize established protocols. The Superintendent will establish such protocols.



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|-----------------------------|---|--|
| <i>CROSS REFERENCES</i>     | <i>Policy 3231</i>                      | <i>Student Records</i>   |
|                             | <i>Policy 3432</i>                      | <i>Emergencies</i>   |
|                             | <i>Policy 3414</i>                      | <i>Infectious Diseases</i>   |
|                             | <i>Policy 4310</i>                      | <i>District Relationships with Law Enforcement &amp; Other Government Agencies</i>   |
| <i>LEGAL REFERENCE</i>      | <i>RCW 26.44.030</i>                    | <i>Interviews of children</i>  |
|                             | <i>RCW 26.44.050</i>                    | <i>Abuse or neglect of child—duty of law enforcement agency of department of social and health services—taking child into custody without consent order, when.</i> |
|                             | <i>RCW 26.44.110</i>                    | <i>Written statement required</i>  |
|                             | <i>RCW 26.44.115</i>                    | <i>Notice required</i>   |
|                             | <i>RCW 28A.635.020</i>                  | <i>Willfully disobeying school administrative personnel or refusing to leave public property, violations, when--Penalty</i>  |
| <i>MANAGEMENT RESOURCES</i> | <i>Policy and Legal News, July 2013</i> | <i>New interviews/interrogations of students on school premises policy</i>   |
|                             | <i>Policy News, April 2011</i>          | <i>Compliance Office Provides FERPA Update</i>   |
|                             | <i>Policy News, February 1998</i>       | <i>FERPA limits student records access</i>   |



*POLICY ADOPTED*                      *November 25, 2013*

**POLICY SECTION 3000 - STUDENTS**

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**INTERVIEWS AND INTERROGATIONS OF STUDENTS ON SCHOOL PREMISES**

The district encourages interviews and interrogations of students to take place off school premises in order to minimize interruption to the instructional program. When an onsite interview/interrogation is warranted by the circumstances of the case, the following protocols will be used:

**PROTOCOL FOR LAW ENFORCEMENT AND/OR DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS) INTERVIEWS IN CHILD ABUSE OR NEGLECT INVESTIGATIONS**

1. In conducting an investigation of alleged child abuse or neglect, law enforcement or DSHS (for purposes of this section, "the interviewer") may interview students at school. School personnel will not make a student available for an investigative interview unless the student gives consent, as described below. In these interviews, the following protocol will be used:
2. Upon entering a school building, the interviewer will contact the principal or his/her designee.
3. The interviewer may request and be granted such student information as address, telephone number, parents' /guardians' names, date of birth and other directory information, if the parent or student over 18 years of age has not filed a written objection to the release of directory information. Student records protected by the federal Family Educational Rights and Privacy Act (FERPA) may only be examined or released: 1) following written permission of a minor student's parent; 2) following written permission of an adult student; 3) pursuant to a court order or subpoena; 4) in response to a health or safety emergency, or 5) in order to better serve the student in the juvenile justice system prior to adjudication.
4. The interviewer, in the presence of the principal or his/her designee, will first obtain the student's consent to be interviewed. If the student does not consent to be interviewed, the principal or his/her designee will request that the interviewer cease communicating with the student and the interview will not take place on school premises, unless the interviewer has determined that exigent circumstances exist to conduct the interview, or has a warrant authorizing the interview.
5. If the interviewer indicates to the principal or his/her designee that the parent or guardian is suspected of child abuse or neglect of the student, parent/guardian notification will not be required.
6. If the parent or guardian is not suspected of child abuse or neglect of the student, parental notification of the interview must occur at the earliest possible point in the investigation that will not jeopardize the safety or protection of the child or the course of the investigation. The interviewer must recognize the potential time delay between parent/guardian contact and their arrival at school.
7. If the interviewer is unable to contact parent(s)/guardian(s) or a designated adult after a reasonable time, the interviewer may proceed with the interview if the student consents or when, in the judgment of the interviewer, an emergency exists and further delay would impair the handling of that emergency.
8. Prior to commencing the interview, the interviewer will, in the presence of the principal or designee, determine whether a student wishes an adult third party to be present for the interview and, if so, will make reasonable efforts to accommodate the student's

**POLICY SECTION 3000 - STUDENTS**

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wishes unless, in the opinion of the interviewer, the presence of the third party would jeopardize the course of the investigation.

9. If the student elects to have an adult third party present in the interview, the principal or designee will, prior to the interview, inform the third party of their role as an observer in the process. The principal or designee will instruct the third party not to speak to, coach, or provide non-verbal cues to the student or the interviewer or otherwise interfere with the questioning of the student. The third party will also be instructed as to his/her duty to keep all aspects of the interview confidential.
10. If a student has an aide as part of his/her IEP or Section 504 plan and requests that a third party be included in an interview, the interview may include the third party in addition to the student's aide.
11. Any school employee requested by a student to attend an interview may opt out of attending. This refusal may not serve as grounds for discharge, non-renewal of an employment contract, or other action adversely affecting the employee's contract status. The student will be requested to choose another third party. In the event no school employees or other third party wishes to participate, the principal or designee will attend the interview.
12. If a third party present during the student interview believes that the student is being intimidated, threatened or coerced during questioning, that the student is unaware that he or she is free to leave the interview at any time, or that the student is in physical or emotional distress, he or she may request that a break be taken. During the break, the student will be excused while the third party shares his/her concerns with the interviewer and the principal (or his/her designee). Based on this information, the principal or designee will determine whether to request that the interviewer continue, temporarily suspend or terminate the interview.
13. At a minimum, the school's record of the interview/interrogation will document the date, time, place, and length of the interview; the student name and consent to be interviewed, the interviewing officer; and any third or additional parties present.
14. A DSHS interviewer is required to have 1) a court order; 2) a Voluntary Placement Agreement; or 3) a law enforcement exercise of custody and transfer of custody to DSHS in order for the school to release custody of the student. However, if the DSHS interviewer is accompanied by law enforcement, no warrant will be required. Law enforcement may, independent of DSHS, take custody of the student.
15. Law enforcement is not required to have a warrant in order for the school to release the student into custody. In the event a student is taken into custody by law enforcement, the school will immediately notify the parent or guardian unless: 1) directed not to do so by law enforcement because a case of child abuse or neglect is alleged against the parent/guardian, or 2) some other similar, specified reason exists for prohibiting notification. School authorities may request that this denial and the reasons for it be put in writing.

**PROTOCOL FOR LAW ENFORCEMENT INTERVIEWS/INTERROGATIONS NOT INVOLVING CHILD ABUSE OR NEGLECT INVESTIGATIONS**

1. Law enforcement will contact the principal or his/her designee upon entering a school building.
2. Law enforcement may request and be granted such student information as address, telephone number, parents' names, date of birth and other directory information, if the

**POLICY SECTION 3000 - STUDENTS**

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parent or student over 18 years of age has not filed a written objection to the release of directory information. Student records protected by the federal Family Educational Rights and Privacy Act may only be examined or released: 1) following written permission of a minor student's parent; 2) following permission by an adult student; 3) pursuant to a court order or subpoena; 4) in response to a health or safety emergency, or 5) in order to better serve the student in the juvenile justice system prior to adjudication.

3. If the student is under twelve (12) years of age, parent(s)/guardian(s) or designated adult notification and permission is required before any interview/interrogation will take place unless the law enforcement official has a warrant or a court order or the official stipulates that exigent circumstances exist.
4. If the student is twelve (12) years of age and over, the principal or designee will make a reasonable effort to contact the parent(s)/ guardian(s) prior to the interview or as soon as possible thereafter. If the parent/guardian cannot be contacted, the principal or designee will contact the designated adult noted on the student's emergency contact card for their consent. Parent contact will not be required where the law enforcement indicates that child abuse or neglect is alleged.
5. Law enforcement personnel must recognize the potential time delay for the parent(s)/guardian(s) to be contacted and a reasonable time for the parent(s)/guardian(s) to arrive at the school.
6. If unable to contact parent(s)/guardian(s) or a designated adult after a reasonable time, law enforcement may nevertheless proceed with the interview/interrogation if the student consents or when, in the judgment of the officer, an emergency exists and further delay would impair the handling of that emergency. The officer will advise and afford a student all legal rights required by law.
7. Law enforcement is not required to have a warrant in order for the school to release the student into custody. In the event a student is taken into custody by law enforcement, the school will immediately notify the parent or guardian unless: 1) prohibited by law enforcement because a case of child abuse or neglect is involved, or 2) some other similar, specified reason exists for prohibiting notification. School authorities will request that this denial and the reasons for it be put in writing.
8. If a court has released a student on conditions related to school, including attendance, behavior or progress, the administration will encourage the court to include as a condition of release the written permission of the adult student or parent of a minor student to release the student's records to the court or its designee.

**PROTOCOL FOR INTERVIEWS BY HEALTH DEPARTMENT IN COMMUNICABLE DISEASE INVESTIGATIONS**

1. A health department official will contact the principal or his/her designee upon entering a school building.
2. A health department official may request and be granted such student information as address, telephone number, parents' names, date of birth and other directory information, if the parent or student over 18 years of age has not filed a written objection to the release of directory information. Student records protected by the federal Family Educational Rights and Privacy Act (FERPA) may only be examined or released: 1) following written permission of a minor student's parent; 2) following permission by an adult student; 3) pursuant to a court order or subpoena; or 4) in response to a health or

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safety emergency or 5) in order to better serve the student in the juvenile justice system prior to adjudication.

3. The principal and his/her designee will permit a health official to conduct a confidential interview during school hours with a student suspected of being in contact with an individual infected with a communicable disease if the principal chooses not to release the student to travel to the health department.

*PROCEDURE ESTABLISHED*      *November 25, 2013*  
*REVISED*                              *February 27, 2019*



**POLICY SECTION 3000 - STUDENTS**

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**TO BE HANDED TO THE OFFICIAL REQUESTING THE INTERVIEW**

Olympia School District ("OSD") policy and procedures regarding interviews with its students are attached. Please review these documents before we proceed. OSD staff will comply with the District's policy and procedure for interviews of students.

Prior to a student interview by law enforcement and/or DSHS on school grounds, it is OSD policy that the following occur:

- A parent or guardian will be notified of the interview and given reasonable time to arrive at the school to witness the interview.
- The student will consent to being interviewed or a warrant authorizing the interview will be presented.
- The student will be given the opportunity to have an adult third party (school staff member) present during the interview.

If you determine that circumstances exist which justify skipping or altering one or more of these steps, please sign below so indicating.

**IT IS MY DETERMINATION THAT THE PROCEDURES INDICATED MUST BE ALTERED IN THIS SITUATION:**

\_\_\_\_\_  
PRINTED NAME OF PERSON CONDUCTING INTERVIEW

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**NAME OF STUDENT** \_\_\_\_\_

**NAME OF SCHOOL** \_\_\_\_\_

**NAME OF ADMINISTRATOR** \_\_\_\_\_

**WILL YOU NOTIFY A PARENT OR GUARDIAN FOLLOWING THE INTERVIEW?**       YES       NO

**IF YOU DO NOT INTEND TO NOTIFY A PARENT OR GUARDIAN REGARDING THE INTERVIEW, IS THE DISTRICT PERMITTED TO DO SO?**       YES       NO

***Please attach a business card from the person conducting the interview to this form and send the form to the principal's evaluator.***

**Policy 4310**  
**Section 4000 – Community Relations**

**District Relationships with Law Enforcement and other Government Agencies**

The Olympia School District values its relationships with law enforcement and other government agencies while at the same time valuing and welcoming all students and their families.

The primary responsibility for maintaining proper order and conduct in the schools resides with district staff. Staff will be responsible for holding students accountable for infractions of school rules, which may include minor violations of the law occurring during school hours or at school activities.

However, there are times when district staff will call upon law enforcement, child protective agencies and the county health department to ensure the safety and protection of students or staff. When there is substantial threat to the health and safety of students or others, such as in the case of bomb threats, threats of violence or threats of substantial bodily harm, law enforcement will be called upon for assistance. Information regarding major violations of the law will be communicated to the appropriate law enforcement agency.

The district will strive to develop and maintain cooperative working relationships with law enforcement, child protective authorities and health department officials. The superintendent or designee will confer with representatives of these agencies to establish agreed upon procedures. Such procedures should address the handling/reporting of child abuse and neglect allegations/investigations; communicable disease allegations/investigations; criminal allegations/investigations, including bomb threats/other threat assessment, and arrests by law enforcement officers on school premises; the availability of law enforcement personnel for crowd control; and other matters where the work and duties of the district overlap with these agencies. Such procedures include 3432P – Emergencies and 3226P Interviews and Interrogations of Students on School Premises. The district will revise the procedures as necessary and make them available to affected staff members.

If the district engages with a School Resource Officer (SRO), the district will clarify its relationship with the SRO, including the SRO's purpose, role, supervisory structure and limitations on access to student information in a written memorandum of understanding (MOU).

In contrast to the working relationships noted above, the work of immigration agents does not overlap with the work or duties of the district. This is because the district's obligation to educate the children residing within its borders is not diminished by the children or parents' immigration status. Further, the district supports the federal immigration enforcement policy that directs

immigration agents to avoid questioning and arrests at sensitive locations, including schools. Therefore, staff shall not grant information or access to immigration agents unless/until the district Superintendent or designee, and/or district legal counsel determine the request complies with *Plyler v. Doe* and other applicable laws according to the criteria in 3226P Interviews and Interrogations of Students on School Premises.

Child Protective Services or agencies and law enforcement are defined as stated in RCW 26.44.020. County health department means a local entity defined in RCW 70.05.010.

“Immigration agent” shall mean an agent of U.S. Immigration and Customs Enforcement, U.S. Customs and Border Protection, any individuals authorized to conduct enforcement of civil immigration laws under 8 U.S.C. §1357(g) or any other federal law, other federal agents charged with enforcement of civil immigration laws, and any successors.

Olympia School District staff will be informed annually about this policy.

### **Cross References**

3432 - Emergencies

3414 - Infectious Diseases

3231 - Student Records

3226 - Interview and Interrogations of Students on School Premises

### **Legal References**

RCW 26.44.030 - Interviews of children

RCW 26.44.050 - Abuse or neglect of child – Duty of law enforcement agency or department of social and health services – Taking child into custody without court order, when

RCW 26.44.110 - Information about rights - Custody without court order – Written statement required - Contents

RCW 26.44.115 - Child taken into custody under court order – Information to parents

RCW 28A.635.020 - Willfully disobeying school administrative personnel or refusing to leave public property, violations, when – Penalty

20 U.S.C. § 1232g - Family Education Rights and Privacy Act

Adoption Date: May 8, 1972

Olympia School District

Olympia, WA

Classification: **Encouraged**

Revised Dates: 01.76; 03.96; 09.04; 10.13; 07.19