

# **School Resource Officer Agreement 2026-2030 Calendar Years**

This Agreement is made between the **City of Valley City**, a North Dakota municipal corporation, 220 3<sup>rd</sup> Street NE, Valley City, North Dakota 58072, (“City”) and the **Valley City Public School District #2**, a North Dakota education corporation, 460 Central Avenue North, Valley City, North Dakota 58072 (“School District”).

WHEREAS, the City and School District work in cooperation with one another, ultimately striving to create and maintain a safe and effective environment for our youth; and

WHEREAS, the Valley City Police Department (“VCPD”), as a department of the City, desires to provide support to the purpose and mission of the City and District.

NOW THEREFORE, the parties hereto agree as follows:

## **I. Purpose**

This Agreement establishes and delineates the mission of the VCPD School Resource Officer Program (“Program”) as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community.

## **II. Mission**

The mission of the Program is to promote and support the organizational strategies necessary to address the causes, and reduce the fear of crime and social disorder, through problem-solving and police-community partnerships. Through the Program, VCPD will enhance the services provided to those persons within the School District and the community with an emphasis in the reduction and prevention of school-related violence and crimes committed by juveniles and your adults. The Program will accomplish this mission by creating and maintaining a safe, secure, and orderly learning environment for students, teachers, and staff.

## **III. Description of Duties**

A. The School Resource Officer (“SRO”) will serve in a variety of roles, including law enforcement officer, laws-related educator, problem-solver, informal mentor/counselor, and community liaison.

1. The SRO will address crime and disorder problems, gangs, and drug activities, affecting or occurring in or around the School District.
  2. The SRO will serve as an expert resource in classes, such as crime prevention, substance abuse awareness, and gang resistance.
  3. The SRO will train students in conflict resolution, restorative justice, and crime awareness.
  4. The SRO will monitor and assist troubled students through mentoring and promote personal and social responsibility by encouraging participation in community service activities.
  5. The SRO will continue to build respect and understanding between law enforcement and the school communities.
  6. The SRO will identify physical changes in the environment that could reduce crime in and around the School District.
  7. The SRO will help develop school policies that address criminal activity and school safety, including emergency planning, drills, and crisis response.
  8. The SRO will become a trusted channel of communications with the students, parents, and teachers.
  9. The SRO will serve as a positive role model to instill in students high moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community.
  10. The SRO will promote citizen awareness to enable students to become better informed and effective citizens.
  11. The SRO will empower students with the knowledge of the law, the obligations regarding enforcement, and the consequences for violations.
  12. The SRO will serve as an informal confidential source of counseling for students and parents in addition to providing information to community resources available to them.
- B. The Program Supervisor's duties shall include, but are not limited to:
1. Coordinate the SRO's work assignments with school administrators and VCPD.
  2. Coordinate scheduling and work hours between the VCPD, the School District, and the SRO to include any vacations, sick leave, rescheduled time, and training periods.
  3. Review and approve SRO reports generated to detail criminal offenses occurring on or near school campuses and referrals made by the SRO to outside agencies.
  4. Ensure that the SRO remains in compliance with VCPD rules, regulations and manuals.

- C. The School District will allow the SRO the following opportunities and access to the students, parents, faculty, staff, and facilities, which are deemed necessary to the performance of the SRO duties:
1. Opportunity for classroom participation and formal programs conducted by the SRO.
  2. Opportunity to address students, parents, faculty, and staff about the SRO Program's goals and objectives.
  3. Opportunity to provide input regarding criminal justice problems relating to students.
  4. Opportunity to address teachers and school administrators about criminal justice problems relating to students.

#### **IV. Parties' Financial Responsibilities**

A. The City and VCPD will provide:

1. The law enforcement related equipment and uniforms necessary for the SRO to fulfill their responsibilities as a Police Officer.
2. Payment of the funds needed for the cost of salary and benefits for the SRO during the MOU period, minus those funds provided by the School District.
3. Payment of costs associated with training, certification, and licensing related to the SRO's law enforcement duties.
4. Payment of any expenses that are strictly law enforcement related.

B. The School District will provide:

1. Payments toward the cost of the SRO's salary and benefits, made in two equal annual installments as follows. The first payment is due on or before January 31 of each year. The second payment is due on or before August 31 of the same year.
  - i. 2026 – Two payments of \$22,500
  - ii. 2027 – Two payments of \$23,250
  - iii. 2028 – Two payments of \$24,000
  - iv. 2029 – Two payments of \$24,750
  - v. 2030 – Two payments of \$25,500
2. Payment of any overtime specifically requested by the School District.
3. Payment of costs associated with office accommodations, minor materials, and other immediate costs associated with the Program not to exceed a total amount of \$1,000.00 per year. Any costs associated with office accommodations, minor materials, and other immediate costs associated

with the SRO Program beyond a total amount of \$1,000 per year, will only be paid with prior written approval of the School District.

4. Payment of any expenses that are strictly school related.

## **V. Programmatic Reporting**

VCPD will be responsible for completing and submitting progress reports as required on a periodic basis (October, February, May of the given school year) or as needed if there is a performance concern. Such reports shall include information relating to officer hiring, training, and school related community policing activities performed by the SRO with input from representatives from the School District.

## **VI. Information Sharing**

A. The School District will share student information with the SRO and other VCPD employees in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99.

B. The SRO, and other employees of VCPD, shall provide information to the School District as required under:

1. North Dakota Century Code (N.D.C.C.) § 15.1-24-05, Law Enforcement Agencies – Duty to Inform Team, relating to violations of law pertaining to alcohol, tobacco, drugs, imitation drugs, drug paraphernalia, driving under the influence, and open container of alcohol.
2. N.D.C.C. § 12.1-32-15, Offenders against children and sexual offenders.

C. The SRO, and other employees of VCPD, may provide information to the School District as provided under:

1. N.D.C.C. § 27-20.2-22, Disclosure of Information Needed to Apprehend Juvenile, relating to the apprehension of violent offenders.
2. N.D.C.C. § 27-20.2-23, Law Enforcement and Correctional Facility Records, relating to the inspection of files and records of juveniles.
3. N.D.C.C. § 44-04-18.7, Criminal Intelligence Information, relating to active investigations or intelligence gathering.

## **VII. Supervision, Responsibility, and Chain-of-Command, for the SRO.**

A. The Program will consist of a full-time Police Officer sworn to duty by VCPD and certified by the North Dakota Peace Officer Standards and Training Board (ND POST). Further, the SRO shall meet all requirements as set forth by the VCPD Policy and Procedure Manual.

B. The SRO is an employee of the City, not an employee of the School District. As such, investigations conducted by the SRO on premises of the School

- District are police investigations and are not covered by FERPA. Furthermore, since the SRO is an employee of the City, the School District is not responsible for, and City agrees to indemnify and hold the School District harmless from liability for the withholding of any taxes related to the assignment of the SRO by VCPD to the School District, including but not limited to state and federal income tax, Social Security taxes, workforce safety insurance, or unemployment compensation premiums.
- C. The day-to-day operation and administrative control of the Program is the responsibility of VCPD. VCPD is responsible for the conduct of the SRO, both personally and professionally. The Chief of Police may appoint supervisory personnel to oversee the program consistent with the current chain-of-command.

### **VIII. Decision Making Authority**

- A. Although the SRO has been placed into a formal educational environment, they are not relieved of the official duties as a law enforcement officer. Decisions to intervene normally will be made when it is necessary to prevent or terminate any criminal act. Citations should be issued, juvenile referrals made, and arrests executed, when appropriate and in accordance with VCPD Policy and Procedure.
- B. The Program shall utilize the SRO Triad Concept as set forth by the National Association of School Resource Officers (NASRO). The SRO Triad Concept generally means that the officer assigned to the program is a (1) law enforcement officer, (2) counselor, and (3) teacher. The SRO is first and foremost a law enforcement officer for VCPD.
- C. The SRO shall be responsible for carrying out all the duties and responsibilities of a Police Officer and shall remain at all times under the control, through the established chain-of-command, of VCPD. All acts of commission or omission shall conform to the guidelines of the VCPD and City Policy and Procedure Manuals and be according to law. The SRO will report directly to the SRO Supervisor in matters pertaining to teaching assignments and normal law enforcement duties.
- D. The SRO is to be used as a resource to assist students, faculty, staff, and all persons involved with the School District. The SRO may use teaching to build positive relationships between the students and the staff. The SRO may act as an expert resource on a variety of subjects to students and staff ranging from alcohol and drug education to formalized academy classes.
- E. The SRO's duties do not consist of enforcing school rules or handbooks, and the SRO shall not act as a school rules disciplinarian.
- F. The SRO may be reassigned to patrol, or other duties as assigned, by the VCPD supervisory chain-of-command during that time in which the schools are closed for summer break, semester breaks, or any unusual circumstances.

- G. The SRO may be reassigned at any time to patrol, or other duties as assigned, by the VCPD supervisory chain-of-command during significant and critical emergency situations as may occur during the regular school session.

**IX. Evaluation of the Program**

The goals, objectives, expectations, and other details of the Program shall be reviewed at least annually between the members of the VCPD, the City, and the School District.

**X. Amendments**

This Agreement may be amended or modified at any time, but only by the written agreement of both parties.

**XI. Term of Agreement**

- A. The term of this Agreement shall be from January 1, 2026 through December 31, 2030. The Agreement may be renewed on an annual basis thereafter upon the consent of all parties, and upon said renewal, the Agreement shall be adjusted annually to reflect merit or cost-of-living salary adjustments and/or other increased costs.
- B. Either party may cancel this Agreement without cause upon giving a 90-day written notice to the other party.
- C. The SRO will be staffed primarily in the Valley City High School building, but will be available to provide guidance and assistance throughout the entire School District.

**XII. Liability**

The City and School District further agree as follows:

- A. Each party to this Agreement will be responsible for its own actions in providing services under this Agreement, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
- B. Each party to the Agreement represents and warrants to the other that it has and shall maintain in effect adequate liability insurance, workforce safety insurance, and other appropriate forms of insurance coverage sufficient to generally protect the respective parties to the Agreement and their employees carrying out the objectives of this Agreement.
- C. The City shall indemnify, defend and hold harmless the School District, its officers and its employees from and against all claims, losses, damages, and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the VCPD and

its employees, within the scope of their employment and subject to the limitations set forth in N.D.C.C. Ch. 32-12.1.

- D. The School District shall indemnify, defend and hold harmless the City and VCPD, its officers and its employees from and against all claims, losses, damages, and expenses (including reasonable attorney's fees and costs) which result from or arise in connection with any action, negligence or omission of the School District and its employees, within the scope of their employment and subject to the limitations set forth in N.D.C.C. Ch. 32-12.1.
- E. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.
- F. This Agreement does not create any rights in any party who is not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last signed below.

CITY OF VALLEY CITY

\_\_\_\_\_ Date: \_\_\_\_\_  
Gwen Crawford, City Administrator

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Brenda Klein, Finance Director

VALLEY CITY PUBLIC SCHOOL DISTRICT #2

\_\_\_\_\_ Date: \_\_\_\_\_  
Josh Johnson, Superintendent

Agreement Acknowledged:

VALLEY CITY POLICE DEPARTMENT

\_\_\_\_\_ Date: \_\_\_\_\_  
Nicholas Horner, Chief of Police