

**SCHOOL RESOURCE OFFICER AGREEMENT BY AND
BETWEEN THE CITY OF JORDAN AND
JORDAN INDEPENDENT SCHOOL DISTRICT #717**

This agreement made and entered into this 10th day of August, 2026, by and between the CITY OF JORDAN (“City”) and JORDAN INDEPENDENT SCHOOL DISTRICT #717 (“School District”).

GENERAL GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which is conducive to learning.
3. Promote positive attitudes regarding the role police have within our society and to inform students of their rights and responsibilities as lawful citizens.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City agrees to employ and assign, in accordance with applicable state statutes, and to provide to the School District one (1) licensed peace officer to serve as School Resource Officer (SRO). The SRO shall serve during the 2026-2027, 2027-2028, and 2028-2029 school years (a 3-year period). Service locations include the Jordan High School, the Jordan Middle School, and the Jordan Elementary School.
2. The SRO shall be an employee of the City. The SRO shall not be considered an employee of the School District for any purpose, including but not limited to salaries, wages, other compensation or benefits, worker’s compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights. The School District and the City acknowledge that the SRO will remain responsive to the command of the Jordan Police Department.
3. The City shall select and assign the School Resource Officer after discussion and input from the Superintendent and/or School Board Chair. Standards of performance, personnel policies, discipline of the SRO, and other internal matters shall be under the authority of the City. The School District may provide the City with an appraisal of the services received. Should the SRO resign, be reassigned, or be discharged, the City shall select a replacement in consultation with the Superintendent and/or School Board Chair.
4. From time to time, the SRO may be absent due to vacation, illness, personal leave days, holidays, or other authorized leaves under the City contract with the employee. The Police Department shall make best efforts to schedule the SRO’s training, special duties, vacation, and other schedule leave when school is not in

session. In the event the SRO is absent from work, the SRO is to notify both his/her police supervisor and the Superintendent. In the event that the SRO is absent for any reason for three consecutive school days, on the third day and for any subsequent days, the City shall make best efforts to assign another officer to substitute for the regularly-assigned SRO.

B. HOURS AND SPECIAL EVENTS

1. The SRO shall be on duty in their assigned schools prior to school's start and at school's dismissal, except in cases when the SRO is flexing their schedule to attend a school event in the City of Jordan outside of regular school hours. During regular hours, the SRO may be off campus performing such tasks as may be required by their assignment (i.e., Court, Training, Arrest).
2. If authorized by his/her supervisor, the SRO shall be present at school events in the City when requested by the Principals or Superintendent. The School District acknowledges the SRO may have to flex their schedule to accommodate attendance at these events, or rather and if preferred the School District may elect to cover the cost of any SRO overtime salary incurred in such situations.
3. All School Resource Officers shall wear the Jordan Police Department duty uniform and carry their duty weapon while at school, when teaching, when engaged in public speaking duties, and when attending school events. A soft uniform may be implemented if jointly approved by the Chief of Police and Superintendent, however any soft uniform must ensure the SRO is readily identifiable as a Police Officer and must include full duty belt gear.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO shall assist the Principals and Superintendent in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus, and also address other issues deemed important by the Principals and Superintendent.
2. The SRO shall present programs on various topics to students approved by or requested by the Principals and/or Superintendent. Subjects may include a basic understanding of law, the role of law enforcement and law enforcement mission within our society, drug awareness, anger management, and other topics deemed appropriate.
3. The SRO shall be present and active in the physical environment of all buildings and grounds within the school campus regardless of in which building his or her main office is located.
4. The SRO shall interact with students on an individual basis and in small group settings.
5. The SRO shall make himself or herself available for conferences involving teachers, parents, and faculty when requested.

6. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families, and make referrals to agencies when appropriate.
7. The SRO shall be familiar with the School District's Student Discipline Policy, Anti-Bullying Policy, Harassment and Violence Policy and Privacy of Pupil Records Policy.
8. The SRO shall take law enforcement action when and as necessary in the SRO's professional judgment. The SRO shall use his or her professional judgment to distinguish between serious incidents that require law enforcement action and other incidents that may be appropriately handled through the School District's student discipline policy by teachers, principals, and other educational professionals. The SRO shall take into account a student's age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the seriousness of the conduct, the degree of harm caused, and the student's contrition and/or willingness to repair the harm.
9. The SRO shall contact the Principals of the school or their designee about his or her actions to make them aware of any arrest or criminal investigation occurring upon school grounds.
10. The SRO shall not conduct any criminal investigation related interview while on school grounds with any student without first obtaining parent or guardian permission and also without first giving the parent or guardian an opportunity to be present during the interview if they so choose.
11. The SRO shall notify the Principal or their designee before removing any student from school.
12. The SRO may take law enforcement action against intruders and unwanted guests who appear on school property.
13. The SRO may conduct investigations of crimes, which occur on school grounds, and use other resources, if needed, for follow-up investigations. Such investigations shall not authorize the SRO to access private educational data for law enforcement purposes.
14. The Chief of Police and Superintendent shall meet and evaluate the performance of the SRO on an annual or as necessary basis to ensure quality services are being provided.
15. The SRO shall not be used as a school disciplinarian. If a Principal believes an incident is a violation of the law, he or she may contact the SRO to inquire if law enforcement action is necessary or warranted.
16. The SRO shall follow the U.S. Constitution, State of Minnesota Constitution, Federal Civil Rights laws, Minnesota State Statutes, applicable court decisions, School Board Policy, and the Jordan Police Department's Policies and directives in carrying out all SRO duties.

D. PRIVACY OF PUPIL RECORDS

Pursuant to the School District's Protection and Privacy of Pupil Records Policy (Policy) and

consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officer, for purposes of the Policy, FERPA and the Data Practices Act only, shall be deemed to be a school official when performing the duties and responsibilities of the School Resource Officer. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the School Resource Officer must comply with the Privacy Act and the Data Practices Act.

E. RIGHTS AND DUTIES OF JORDAN INDEPENDENT SCHOOL DISTRICT #717

The School District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO:

1. Access to a temperature controlled and properly lighted private office containing a telephone line to be used for general business purposes.
2. A desk with drawers, a chair and a filing cabinet, which can be locked and secured.
3. Access to a computer terminal or computer hook-up.

The City will supply the SRO with the usual and customary office supplies and forms, including a computer, clothing, uniforms, vehicles, and necessary equipment required to perform law enforcement duties.

F. PROGRAM FUNDING

1. The School District agrees to fund 65% of the SRO's annual salary and benefits during the duration of this agreement. During the 2026-2027, 2027-2028, and the 2028-2029 school years, the School District agrees to make nine equal monthly installments with each installment due on the first of each month.
2. The Jordan Police Department's Labor Union Agreement stipulates a 9-step salary scale for Police Officers/SROs with 3% increases between each salary step. The maximum combined annual salary and benefits for the SRO in 2026 (the top salary step) is expected to settle at \$134,161.80 upon finalization of the currently expired Labor Union Agreement. The School District is responsible for \$87,205.17 (65%) of the total cost. The School District recognizes and understands the aforementioned numbers may be slightly higher based on the outcome of the finalized Labor Union Agreement. The City will bill the School District the monthly salary and benefits amount at the actual salary step where the selected SRO falls within on the aforementioned salary scale.
3. The School District recognizes and acknowledges the SRO's salary and benefits will increase going forward annually throughout the duration of this contract based upon a newly finalized Jordan Police Department Union Labor Agreement.

G. INDEMNIFICATION

Except for claims arising out of the willful or negligent act of the other party or its representatives, each party shall indemnify, defend and hold the other party harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, which relate to claims of third parties, arising out of, resulting from or relating to the activities of the SRO or employment of the SRO.

Nothing contained herein shall be deemed a waiver by the City or School District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and School District and the maximum liability limits provided by Minnesota Statutes, Chapter 466

H. NOTICE

Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows: **If** to the City - Attn: Police Chief, Jordan Police Department, 705 Syndicate St., Jordan, Minnesota 55352; and,

If to the School District - Attn: Superintendent, 500 Sunset Dr. Suite #1, Jordan, Minnesota 55352.

I. DISMISSAL OF SRO

1. In the event the Superintendent and/or School Board Chair feels the SRO is not effectively performing his or her duties and responsibilities, the Superintendent and/or School Board Chair shall contact the Chief of Police. Within a reasonable amount of time, after receiving the information from the Superintendent and/or School Board Chair, the Chief of Police along with the Superintendent and/or School Board Chair shall meet with the SRO to mediate or resolve any problems which may exist.
2. The Chief of Police may dismiss or reassign a SRO based upon a finding of continued ineffective performance of duties and responsibilities.
 - a. If the SRO is dismissed or reassigned, the Chief of Police will assign another Officer as the SRO after consulting in corroboration with the Superintendent and/or School Board Chair.
3. Either party may immediately terminate this contract with cause. If either party wishes to terminate this agreement without cause prior to its expiration, a sixty (60) day written notice shall be provided to the other party. In the event of termination, any payments due shall be prorated.
 - a. "With cause" is hereby defined as any illegal act or violation of Jordan Police Department Conduct Policy 320, School District Policy or continued and multiple poor performance evaluations as determined by the Chief of Police and Superintendent.

J. ENTIRE AGREEMENT; AMENDMENTS

This contract constitutes the entire agreement between the parties and no other agreement prior to

this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

CITY OF JORDAN

INDEPENDENT SCHOOL DISTRICT
NO. 717, JORDAN

Mayor

School Board Chair

City Administrator

School Board Clerk