MEMORANDUM OF UNDERSTANDING
(Hereafter also referred to as MOU)

BETWEEN:

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DIVISION
(hereinafter referred to as the "Division")

And

CHIEF OF POLICE on behalf of the
EDMONTON POLICE SERVICE
(hereinafter referred to as "EPS")

(Collectively referred to as the "Participants")

VISION

As partners, the Division and EPS, recognize the importance of supporting the youth in the Edmonton community on their path to adulthood and a life of dignity and fulfillment. We believe that this work is strengthened when we are able to work together in support of welcoming, caring, respectful and safe learning and working environments that respect diversity and nurture a sense of belonging for all.

This partnership between the Division and EPS establishes the mutual understanding of the two organizations regarding their strategic relationship, developed with the purpose of enhancing public education through a collaborative partnership that fosters growth and success for Division students.

WHEREAS, the Participants agree that the goal of the School Resource Officer Program ("SRO Program") is to provide quality dedicated service to students, schools and the community. The SRO Program is a collaborative partnership designed to positively impact the safety, well-being and development of youth in the education system. The primary function of the SRO Program is to assist the school administration in supporting a safe and caring place of learning for students and staff.

WHEREAS, the Participants are dedicated to providing safe and caring school environments for the purposes of education as it applies to safety.

WHEREAS, this collaborative partnership and model of proactive policing recognizes the importance and value of supportive and inclusive initiatives within school communities that are directed towards school safety and which establish positive community relationships.

WHEREAS, the Participants recognize and agree that in order to assist with this collaboration EPS requires certain access to Records and Personal Information that are in the Division's custody and control, and the Division may require access to Personal Information and other information collected by the Edmonton Police Service School Resource Officer Unit.

WHEREAS, the Participants wish to describe the roles of each Participant in the SRO Program and to

describe processes, procedures and rules related to the collection, sharing, protection, use and disclosure of information, including, but not limited to Personal Information, in their custody and control.

AND WHEREAS, while this instrument is titled as a "Memorandum of Understanding", the participants intend for this MOU to be a binding agreement between them.

NOW THEREFORE, the Participants agree as follows:

A. DEFINITIONS

a. "*ATIA*" shall mean the *Access to Information Act*, SA 2024, c A-1.4, as amended or replaced.

b. "Community of Practice"(CoP) shall mean a group of people who share a common interest, concern or topic and come together regularly to fulfill a common purpose or goal. For the purpose of this agreement the CoP will consist of school administration who will be assigned an SRO, in collaboration with the Participants' staff.

c. "Division's Digital Systems" shall mean the following software programs and systems that contain Personal Information of students enrolled in schools operated or managed by the Division:
   i. PowerSchool, which contains student information for all students enrolled in schools operated by the Division, including, but not limited to, registration information, course registration, grades, attendance, marks and log entries.
   ii. Google Workspace for Education, including, but not limited to, the Division's email system and Google Docs.
   iii. Video Surveillance Systems.

d. "Edmonton Police Service School Resource Officer Unit" means the School Resource Officer Program which includes School Resource Officers ("SRO"s), and School Resource Officer Sergeants.

e. "*Education Act*" shall mean the *Education Act*, S.A. 2012, c.E-0.3, as amended.

f. "Personal Information" has the same meaning as provided for under the *POPA s.1(q)*, which includes but is not limited to:

   i. The name, address or contact information of pre-enrolled, current or former students enrolled in schools operated by the Division.

   ii. The name, address or contact information of parents, guardians, emergency contacts or other third parties associated with pre-enrolled, current or former students enrolled in schools operated by the Division.

   iii. Documents and information collected in the Student Record.

   iv. The name, business address, business telephone number, home or business email address, or other contact information of Division staff, except where the individual has provided the information on behalf of the Division or principal in the individual's capacity as an employee or agent.

g. "Key Staff Contact" shall mean the staff identified from the Division and EPS in Schedule B, to whom the relevant Participant has granted the decision-making authority and assigned

responsibility as necessary to support the work and obligations of this MOU.

h. "*PIPA*" shall mean the *Personal Information Protection Act*, SA 2003, c P-6.5, as amended or replaced.

i. "*POPA*" shall mean the *Protection of Privacy Act*, SA 2024, c P-28.5, as amended or replaced.

j. "Records" has the same meaning as provided for under the *ATIA s. 1(v)*, which includes, but is not limited to, any electronic record or record of any form in which Division information is contained or stored, but excludes the software or other mechanism used to store or produce the record. Information in the custody and control of the Division includes Personal Information and general information (including confidential information). This includes information that is contained within the Division's Digital Systems.

k. "SRO" means an EPS police officer with special training who helps foster a safe and caring learning environment in a Division school by prioritizing prevention and intervention over enforcement.

l. "SRO Program" means the collaborative partnership between the Participants designed to positively impact the safety, well-being and development of youth in the education system.

B. ROLE OF THE EDMONTON POLICE SERVICE SCHOOL RESOURCE OFFICER UNIT

a. The primary function of the SRO Program is to assist the school administration in ensuring a safe and caring place of learning for students and staff.

b. The SROs in the schools have a dedicated role, primarily focused on proactive, solution-oriented processes, that support and encourage safe and inclusive practices and initiatives, with an overall guiding principle to promote a safe and caring environment within the school community.

c. SROs are expected to:
   i. Be a visible presence in the school and the community through being a role model, providing class presentations, lectures, promoting positive interactions with students, supporting extracurricular activities and supporting access to information and additional community resources.
   ii. Work cooperatively with school administrators, staff, students, parents and the community to support a safe school environment and proactively identify and address school concerns or problems.

d. SROs are not to be primarily used as a security function, given that the mandate of this program is prevention, education and overall safety and well-being. The work of an SRO needs to support the intent of the program, as set out in Schedule A attached to and forming part of this MOU.

e. Prior to an SRO working in the school community, they shall participate in required SRO training and orientation as mutually agreed upon by the Participants and identified in Schedule A attached to and forming part of this MOU.

f. All SROs must complete the POPA training provided and approved by the Division. SROs must be familiar with and understand that they must comply with Division policies, procedures and standards that address the protection of the privacy and security of any Personal Information. There will be an online test after the training session to assess comprehension.

After a minimum mark of 80% is attained, the Confidentiality Agreement will be signed as indicated in section 6(g) of this MOU.

g. EPS shall provide appropriate training to the members of the Edmonton Police Service School Resource Officer Unit with respect to their obligations under this MOU including, but not limited to, their obligations with respect to the sharing of Records and Personal Information.

h. SROs are employed by the EPS and fall under the direct command of the School Resource Officer Sergeant, and will report to, and receive direction from their Sergeant.

i. The SRO will work in a cooperative partnership with the school principal and staff to execute the intent of the School Resource Officer Program within the school community.

j. The SRO shall provide a work schedule to the school. This schedule should reflect the SRO attending school events outside of typical school hours mutually agreed upon by school administration and the SRO.
   i. SROs will be encouraged to take vacation time to align with the school calendar and natural school breaks

k. EPS shall engage the school principal of each school to which an SRO is assigned to provide input regarding the performance of the SRO as part of the officer's annual evaluation process.

l. Should there be concerns at any given time throughout the school year about the performance of an SRO or the SRO program in general, school administration will convey these concerns to the Division's Key Staff Contact, as set out in Schedule B attached to and forming part of this MOU to determine next steps. In turn, if the concerns raised by the school administration are not able to be resolved, the Division's Key Staff Contact will communicate with the Key Staff Contact for EPS.

m. At the expiry or termination of the MOU, or at such time as the Division may direct, the EPS must do any or all of the following with respect to Personal Information, as specified by the Division:
   i. Return to the Division any Division Records containing personal, general or confidential information.

n. Delete or destroy all copies (both physical and electronic copies) of Personal Information in a manner specified by the Division, and provide written confirmation of the destruction or deletion to the Division.

o. If the Personal Information has been stored in an electronic format on a hard drive, wipe the hard drive used for the storage of Personal Information in a manner specified by the Division, and provide written confirmation to the Division that this has been done.

C. ROLE OF THE DIVISION

a. Division schools with an assigned SRO shall be responsible for providing each SRO with adequately equipped space and materials that shall include, but are not limited to:
   i. Office space that is a secure and dedicated room or office for the SRO. Ideally it should be located in a main hallway and is accessible to students.
   ii. A desk, table with chairs, computer with internet access, filing cabinet with lock, telephone, display stands and assorted office supplies are required. A secure locker or safe

is also required to support EPS standards related to the securing of weaponry.

iii. A parking stall.

b. The Participants will work together around the hiring of SROs for Division schools. This can include looking at position descriptions, developing interview questions and jointly conducting interviews with candidates.

i. Vacant positions in the Edmonton Police Service School Resource Officer Unit are posted via EPS policy. Qualified applicants will be invited by EPS for an interview. The final decision to accept an applicant into the program rests with the EPS.

D. ROLE OF SCHOOL ADMINISTRATORS

a. School administrators are responsible for the administration and operation of the school and to support student and staff safety as per the *Education Act* and Division Board Policies and Administrative Regulations, and any other applicable legislation.

b. School administration is responsible for student behaviour and conduct, in alignment with Division Board Policies and Administrative Regulations, and the school's Student Rights and Responsibilities document.

c. Prior to the SRO entering into the school community, school administrators will provide communication and information to the school community around the SRO role. Additionally, the school administrator will orientate the SRO to the school community including operational procedures.

d. School administration who will be assigned an SRO, in collaboration with the Participants' staff, will engage in a CoP. The purpose of the CoP will be to support:

i. Implementation of the role of an SRO in the school community in alignment with the intent of the SRO Program.

ii. Congruence of practice across school communities.

iii. Participation in the SRO Program evaluation, which will include engagement of students, staff and families from schools with an SRO.

E. INFORMATION SHARING AND ACCESS TO INFORMATION - GENERAL PROVISIONS

a. The Division and EPS recognize that information sharing is an integral aspect of the School Resource Officer Program, and mutual collaboration complements and assists with the goal of creating and sustaining safe learning and working environments that respect diversity and nurture a sense of belonging for all. The Participants agree that in order to effectively carry out their responsibilities as part of the SRO Program, SROs and School Resource Officer Sergeants require access to Records and Personal Information that are in the Division's custody and control.

b. In addition, in carrying out their duties as a member of the Edmonton Police Service School Resource Officer Unit, SRO, and School Resource Officer Sergeants may collect Personal Information and other information. The Participants agree that employees of the Division may require access to this Personal Information and other information to carry out their responsibilities as part of the SRO Program. In sharing or disclosing Records, Personal Information and other information, SROs and representatives of the Division shall be guided by this MOU, the *POPA Act* and its successor legislation, other legislation and their regulations that are applicable to the Division and/or EPS as the case may be, including but not limited to the *Education Act*,

Children First Act, *Drug Endangered Child Act*, *Youth Criminal Justice Act* and the *Child, Youth and Family Enhancement Act*, and CPIC Policy.

c. All Records remain under the control of the Division and are subject to *POPA* and *ATIA*.

d. All Records are the property of the Division and are to be retained and disposed of according to the conditions of the applicable records retention and disposition schedule.

e. *POPA* and its successor legislation authorizes each Participant to disclose Personal Information to the other in certain circumstances including but not limited to:

   i. For the purpose for which the information was collected or compiled or for a use consistent with that purpose.
   ii. To an employee of the public body, if the disclosure is necessary for the delivery of a common or integrated program or service and for the performance of the duties of the employee.
   iii. As public bodies, the Participants may disclose Personal Information to the other for the purposes of a law enforcement purpose or proceeding.

f. EPS will notify the Division forthwith of the termination or resignation of any employee of EPS with access to the Division's Digital Systems, in order to allow the Division to take steps to remove or disable that employee's access.

g. An SRO may review information in the custody or control of the Division when the SRO is authorized to do so by the principal or administrator and is fulfilling his or her role as an SRO as outlined in Section 2 of this MOU.

h. Each Participant will limit access to Records, Personal Information and other information to individuals that need to know; whose duties require such access, who are legally bound to keep confidences and who have the appropriate clearance to view such information.

i. Each Participant will maintain appropriate Records concerning the transmission and receipt of Records and Personal Information exchanged, and will promptly notify the other Participant:
   i. When an access to information request is received that includes, in whole or in part, Records, Personal Information or other information shared pursuant to this MOU.
   ii. If a participant learns that the Record, Personal Information or other information it provided was inaccurate or potentially unreliable.
   iii. Of any unauthorized collection, use or disclosure of any Record, Personal Information or other information shared pursuant to this MOU and, in such event, will provide the other Participant with details of the event and take all reasonable and necessary steps to prevent a recurrence.

j. The Participants agree that all Records, Personal Information and other information shared between them pursuant to this MOU shall be kept in strict confidence and shall not be used for any purpose other than the purpose for which the Record, Personal Information and other information was shared.

k. The Participants agree that no Data Matching, as defined in POPA s. 1(f), will be conducted between Division Systems and EPS Databases.

F. PROTECTION OF PRIVACY ACT AND ACCESS TO INFORMATION ACT REQUIREMENTS

The Participants jointly acknowledge that:

a. *POPA* applies to all information and Records relating to, or obtained, generated, collected or provided under or pursuant to the terms and conditions of this MOU.

b. The SRO program is a Common or Integrated Program or Service (CIPS) pursuant to *POPA* s. 1(d). The legal authority for information sharing is under *POPA* section 13(1)(h), which is the disclosure necessary for delivering a CIPS.

c. For the Records and information possessed or obtained by EPS in connection with, under or pursuant to this MOU, EPS agrees to conduct the work to a standard consistent with *POPA* when providing the services or carrying out the duties or other obligations under this MOU.

d. EPS shall not either directly or indirectly use or disclose any Personal Information, which may come into their possession or knowledge except as may be necessary for the performance of the services provided by EPS under this MOU. The Division must expressly authorize any other uses or disclosures for any other purpose other than those set out in this MOU in writing in advance of the use. At the termination of this MOU, EPS shall not use any Personal Information obtained, collected or compiled howsoever, as a result of this MOU for any other purpose. Exceptions to all of the foregoing will be that EPS as the police service of jurisdiction, may use any such Personal Information for law enforcement purposes in accordance with *POPA* and for any other legitimate purpose expressly permitted under *POPA*.

e. EPS is responsible for ensuring complete compliance of its employees and agents with the terms and conditions of this MOU related to protection of privacy and Personal Information. In the event that EPS becomes aware of a breach of any of these terms and conditions, it shall notify the Division immediately in writing.

f. EPS shall protect Personal Information in its custody by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal of Personal Information.

g. In the event that an SRO becomes aware of a loss or unauthorized disclosure of, or unauthorized access to, Personal Information (a "Breach"), the SRO must immediately take all reasonable efforts to contain the Breach and must notify the Director of Division Support Services in writing immediately, to the extent known:
   i. A description of the Personal Information involved (including type and date of the information, and name(s) and estimated number of the individual(s) whose information is affected).
   ii. A description of the circumstances of the loss or unauthorized access or disclosure, including when the Breach occurred, and what steps have been taken to reduce the risk of harm to the individuals whose Personal Information was affected.
   iii. Any other information reasonably requested by the Division.
   iv. In the event of a breach, the Access and Privacy Office of the Division will assess whether the breach creates a real risk of significant harm (RROSH).
   v. In the event of a RROSH, the Division will notify the individual(s) affected, the Commissioner, and the Minister of Technology and Innovation.

h. Further to section (f) above, the SRO and the Division must work collaboratively to fulfill any reporting obligations required of them under *POPA*.

i. Access to the Division's Digital Systems will be granted annually to EPS and its approved employees in the Edmonton Police Service School Resource Officer Unit. The SRO will execute a Confidentiality Agreement in the form set out in Schedule C, attached to and forming part of this MOU, once assigned to a school.

j. The Division will provide notice to students, parents or guardians of students and the Division's employees, where applicable, regarding the school having an SRO working directly in the school and that the SRO will have limited access to Division student information systems.

k. SROs may access demographic, attendance, timetable and achievement data directly from PowerSchool to facilitate the collaborative services provided.

l. Records and Personal Information in PowerSchool will be accessed by SROs only as necessarily and reasonably required to perform their SRO responsibilities. Information will only be shared when relevant to case management with wrap-around supports, and in accordance with governing legislation, including, but not limited to, the *Children First Act* (SA 2013).

m. The Division will periodically conduct random audits of our student information systems to monitor appropriate access and use of these systems. To support transparency and compliance to the terms set out in this MOU related to access to Division student information systems, the Division may create further procedures that support compliance.

n. SRO entries to PowerSchool will be limited to their observations, comments or actions that are a result of their mandate as an SRO. SROs will not provide entries that are based on information obtained via EPS internal programs or databases, including but not limited to, CPIC and EPROS.

o. EPS will have timely access to the information logged in PowerSchool made by its employees, and will request any additional entries and information required by way of a formal request made to the Division.

p. The Division shall maintain the Division's Digital Systems, Records and Personal Information contained within, and be responsible for, to the greatest extent possible, its accuracy and completeness.

q. The Division is responsible for the maintenance of policies and practices regarding the access to and security of the Division's Digital Systems, including Records management and retention. The Division will be responsible for ensuring that any changes to these policies and practices, which are relevant to this MOU, are communicated in a reasonable time frame to EPS.

G. CONFIDENTIALITY

a. The Participants acknowledge that they will be exchanging information pursuant to this MOU, and that some of this information may be considered confidential to the disclosing Participant ("Confidential Information"). The disclosing Participant shall identify Confidential Information as "Confidential", and each Participant shall not disclose the other Participant's Confidential Information to any other Participant or person except as follows:
    i. To its subsidiaries and affiliates, employees, officers and directors who have a bona fide need to know.

ii. Anyone else (including advisors) with the written consent of the disclosing Participant.
iii. As may be and to the extent required by law.

In the event of such disclosure, the disclosing Participant shall provide the other Participant immediate notice.

b. The receiving Participant shall have no obligation of confidentiality with respect to Confidential Information that:
   i. It already possesses without the obligation of confidentiality.
   ii. It develops independently.
   iii. It rightfully receives without obligation of confidentiality from a third party.
   iv. Is, or becomes, publicly available without breaching this MOU.

H. VIDEO SURVEILLANCE AND CCTV ACCESS

The Division uses secure video surveillance cameras to record or live-stream images in various areas or buildings throughout the school Division. Its use of its video surveillance systems are governed by Administrative Regulation DCA.AR Video Surveillance Systems. Access to recordings or to live-stream images by SROs is authorized by the Division's Administrative Regulation DCA.AR: Video Surveillance Systems.

a. Without limiting the generality of the foregoing, in the event of an alert or lockdown procedure/drill at a Division school or facility, an SRO may have access to real time video surveillance, where available, at that Division school or facility.

b. The principal or designate may request an SRO to access recordings collected by the Division's video surveillance system to support school safety.
   i. A Law Enforcement Disclosure Form would be required to be completed before a video surveillance system recording can be extracted for law enforcement purposes.

c. If any EPS member who is not an SRO requests video surveillance recordings for law enforcement purposes, those requests shall be made using a completed Law Enforcement Disclosure Form, which will be directed to and processed by the relevant principal or DU administrator.

I. INSURANCE

EPS is insured through the City of Edmonton. EPS shall obtain, at its sole cost and expense, and maintain through the Term of this MOU commercial general liability insurance with a limit of not less than Five Million Dollars ($5,000,000) per occurrence, and property insurance for any equipment and resources used and stored on the Division property (the "Insurance Policies").

EPS shall add the Division as an additional insured to the above described Commercial General Liability insurance.
EPS shall obtain Professional Liability Insurance policy with a limit of not less than Two Million Dollars ($2,000,000) per claim covering actual or alleged acts, errors or omissions committed by the Organization, its agents or employees, arising out of the performance of this MOU.

EPS shall obtain Computer Security, Privacy Liability and Cyber Liability Insurance policy for an amount of not less than Two Million Dollars ($2,000,000) Dollars per occurrence.

EPS shall provide the Division with a certificate of insurance confirming all required coverages are in

place prior to the commencement of this MOU and annually thereafter upon request. All insurance policies required by this agreement shall be endorsed to be primary and non-contributory to any other valid and collectible insurance or self-insurance maintained by or available to the Division. Furthermore, each policy shall be endorsed to provide the Division with thirty (30) days' prior written notice of any material change, cancellation, or non-renewal.

The insurance policies shall remain in effect for the entire duration of the MOU.

J. TERM AND TERMINATION

a. This MOU will commence on the date it has been executed by both Participants and will expire on August 31, 2027.

b. Notwithstanding the above, this MOU will remain in force to bridge the time needed to review,draft and execute any succeeding MOU; once executed and in force, any and all previous MOUs between the Participants are void.

c. This MOU may be terminated by either Participant with ninety (90) days written notice to the other Participant.

K. COMMUNICATION AND DISPUTE RESOLUTION

a. To support communication necessary to enact the obligations of this MOU each participant will identify a key contact, as set out in Schedule B. Key Staff Contacts have been assigned the responsibility and decision-making to work together around the overall implementation of the SRO program in Division schools.

b. The Participant's liaisons will meet and/or communicate, as required to review and assess the operation and effectiveness of this MOU and any other matter of mutual interest. Such meetings or communications to occur at a mutually agreeable date and time.

c. In the event of a dispute between the Participants regarding this MOU, the Participant raising the dispute shall provide written notice to the other Participant's liaison describing the nature of the dispute. The Participants will attempt in good faith to resolve the dispute informally through discussion and consultation with each other. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

d. The Executive Director is the liaison for the Division, the Inspector is the liaison for EPS their contact information is as follows:

For The Division:	For the EPS:
Nancy Petersen Executive Director Strategic Division Support and Division Support Services Centre for Education One Kingsway NW Edmonton, Alberta T5H 4G9 Phone: 780-498-8716	Inspector i/c Community Safety & Stabilization Branch Currently: A/Insp. Jacob Mongomery Edmonton Police Service Police Headquarters 9620 - 103A Avenue Edmonton, Alberta T5H OH7 Phone: 780-391-6724

L. FINANCIAL CONSIDERATIONS

a. The SRO Program is cost shared by the Participants. The cost sharing agreement, as set out in Schedule D, will reflect the EPS contributing 50 per cent of the cost of the SRO and the Division the other 50 per cent. In the event that two schools are sharing an SRO, they will equally share in the 50 per cent for which they are responsible and the EPS will remain responsible for the remaining 50 per cent.

b. The schools assigned an SRO will annually receive an invoice from the EPS for the current school year. If a school has a full time officer, they are billed for 50 per cent of a Senior Constable Level I salary (as determined in the Collective Agreement) for 10/12ths of the year plus $500 for training. Payment terms for all invoices are set out in Schedule D.

M. LIABILITY

a. Each Participant will be responsible for the actions, omissions or damages caused by the conduct of their employees, agents or representatives while carrying out and acting within the scope of their duties as outlined in this MOU.
b. Nothing contained herein shall be construed to create the relationship where one Participant to this Agreement becomes the agent, partner, joint-venturer, or other legal representative of the other Participant and each Participant acknowledges and agrees that it has no authority to assume or create any obligations whatsoever, express or implied in the name of the other Participant.

N. INDEMNIFICATION

Each Participant shall indemnify and hold harmless the other Participant from all third-party claims, liability, and costs, including legal costs on a solicitor-client basis, arising directly or indirectly from (i) the indemnifying Participant's breach of this MOU, or (ii) the negligence, other tortious act, or wilful misconduct of the indemnifying Participant. The "cost" referred to in the foregoing sentence include, without limitation:

a. The costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter, including legal fees, costs and disbursements on a solicitor and their own client basis and at all tribunal or court levels; and,
b. Any cost, liability or damage arising out of a settlement or any action entered into by the Participant; which at any time or from time to time may be paid, incurred or asserted against the other Participant as a direct or indirect result of the performance of the obligations of the party and its successors, its elected officials, officers, employees and agents or subcontractors.

Each Participant's indemnity obligations hereunder regarding any claim are contingent upon:

a. The indemnifying Participant promptly being notified in writing of that claim.
b. The indemnifying Participant shall have sole control over the defense and settlement of the claim, provided that the indemnified Participant shall have the right to: (i) consult with its own legal counsel at its own expense; and (ii) receive regular updates on the progress of the defense and settlement negotiations.
c. Subject to *POPA*, the indemnified Participant furnishing to the indemnifying Participant on request any information in the indemnified Participant's possession or control for that defence.
d. The indemnified Participant shall not, without the prior written consent of the indemnifying Participant, (i) admit liability for the claim; or (ii) take any action that may prejudice the rights of the indemnifying Participant to defend or settle the claim."
e. The indemnified Participant, at the indemnifying Participant's expense, cooperating with, and

providing such assistance to the indemnifying Participant in the defence of that claim as reasonably requested by the indemnifying Participant.

This indemnity clause shall survive termination of this MOU.

O. AMENDMENTS

During the Term of this MOU, any amendments or alterations deemed necessary will be made collaboratively with input and agreement from both the Division and EPS. Modifications will be reflected in a written and signed amendment to this MOU, specifying the date the modifications are to take effect.

P. PUBLIC ANNOUNCEMENTS

The Division and EPS shall jointly make agreed upon public announcements regarding this MOU and the pursuance of the initiative, including any communication about the initiative on both Participants websites. The Division's partnership in this initiative does not constitute endorsement of EPS.

Q. GENERAL

Enurement

This MOU shall enure to the benefit of and be binding upon the Participants hereto and their respective successors and assigns.

Survival

The provisions of this MOU which, by their context, are meant to survive the termination or expiry of this MOU shall so survive and shall not be merged therein or therewith.

Jurisdiction

The Participants agree that this MOU shall be governed according to the laws in the Province of Alberta. If any court procedure is taken in relation to this MOU, the Participants irrevocably attorn to the jurisdiction of courts of the Province of Alberta.

Waiver

No failure or delay on the part of the Division in exercising any right, power or privilege under this MOU will operate as a waiver thereof. No single or partial exercise by the Division of any right, power or privilege hereunder or thereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Assignment

This MOU, or any rights arising out of this MOU, shall not be assigned by either Participants without the other Participants prior written consent.

Severability

If any covenant, obligation or agreement of this MOU or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this MOU or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each covenant, obligation and agreement of this MOU shall be separately valid and enforceable to the fullest extent permitted by law.

Further Assurances

The Participants agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this MOU in accordance with their true intent.

Primacy

This MOU sets forth the complete understanding of the Participants with respect to its subject matter, and supersedes all prior or contemporaneous agreements, written or oral. In particular, this MOU terminates the previous Service Agreement dated October 17, 2024 between the Participants, if not already terminated before signing of this MOU. In the event of a conflict or inconsistency between this MOU and the provisions of any other agreement between the Participants, the provisions of this MOU shall prevail.

Force Majeure

Neither Participants shall be liable for any delay in performing or failure to perform their roles and responsibilities pursuant to this MOU if such delay or failure is as a result of causes outside the reasonable control of the responsible Participants.

R. Governance Structure

During the Term of this MOU, the Division and EPS shall identify a Key Staff Contact who has the decision-making and assigned responsibilities to support and move forward the work and commitment of this MOU. The Key Staff Contact shall:

a. Meet as required to support the initiative.

b. Use a consensus model to manage decision making within this MOU, with acknowledgment of applicable legislation, Division Board Policies and Administrative Regulations, and professional standards.

[MOU CONTINUED ON NEXT PAGE]

S. Effectiveness and Date

This MOU may be signed in counterpart and all counterparts together shall constitute a single document. The fact of execution of this MOU by either Participants may be communicated to the other Participants by a signed electronic transmission of this MOU. This MOU may be signed using electronic signatures.

This MOU shall become effective when both Participants have signed it. The date of this MOU shall be the date this MOU is signed by the last Participants to sign it, as indicated by the date associated with that Participants signature.

T. SIGNATURES

Each Participant is signing this Memorandum of Understanding on the date stated below that Participant's signature.

THE BOARD OF TRUSTEES OF EDMONTON SCHOOL DIVISION

Per: Nancy Petersen

Digitally signed by Nancy Petersen
Date: 2026.09.03 16:02:05 -06'00'

Name: Nancy Petersen
Position: Executive Director
Strategic Division Supports and Division Supports Services
Address: Centre for Education, One Kingsway
Edmonton, AB T5H 4G9
Phone: 780-498-8716
Email: nancy.petersen@epsb.ca

Date:_____

CHIEF OF POLICE on behalf of the EDMONTON POLICE SERVICE

Per: Derek McIntyre

Digitally signed by Derek McIntyre
Date: 2026.09.17 14:54:16 -06'00'

Name: D/C Derek McIntyre
Position: Deputy Chief of Police
i/c Operational Support Bureau Edmonton
Address: 9620 103A Avenue
Edmonton, AB T5H 0H7
Phone: 780-720-4773
Email: Derek.McIntyre@edmontonpolice.ca

Date: _____

APPROVAL FOR CONTENT FOR EDMONTON POLICE SERVICE

Per: Jacob Montgomery

Digitally signed by Jacob Montgomery
Date: 2026.09.04 06:48:39 -06'00'

Name: A/Insp. Jacob Mongomery
Position: Acting Inspector i/c Community Safety & Stabilization Branch
Address: 9620 103A Avenue
Edmonton, AB T5H 0H7
Phone: 780-391-6724
Email: Jacob.Montgomery@edmontonpolice.ca

Date: _____

SCHEDULE A
SRO Program Overview

PROGRAM OVERVIEW

The reintroduction of SROs is seen as one initiative in the Division's broader work related to enhancing school safety and building on a culture of belonging. The SRO Program is a collaborative partnership designed to positively impact the safety, well-being and development of youth in the education system. SROs build relationships between school communities and EPS, fulfilling a unique role in that they retain the duties of a peace officer, while also undertaking responsibilities relative to supporting students in an educational setting.

SRO UNIFORMS

The SRO will wear their EPS uniforms during scheduled working hours in compliance with service regulations. A bike uniform will be used during warmer months.

SRO PROGRAM

The SRO Program has an emphasis on:

- **Building relationships with students through youth engagement:**
  - Interacting and connecting with students throughout the day, including ongoing check-ins with youth involved in SRO cases.
  - Working cooperatively and proactively with school administrators, mental health therapists, staff, students, parents and the community to identify and co-construct solutions to issues and needs.
  - Support student conflict by using discussions, mediation, circles and restorative justice approaches.
  - Supporting and engaging in student-led events, school activities, teams and/or clubs.
- **Providing education and resource support:**
  - Applying a restorative approach and access to alternative measures.
  - Collaborating with mental health therapists and/counselors to support access to resources.
  - Acting as a liaison to community resources for students, administrators and families.
  - Accessing programming offered through EPS specialized youth portfolios and EPS Youth Services section programming.
  - Accessing direct support and interventions for youth who are at risk as a result of violence, crime or other traumatic experiences.
  - Researching and facilitating access to specialized information and resources for students with disabilities, as well as our students and families who identify as 2SLGBTQIA+, Black, Indigenous and Peoples of Colour.
  - Providing or facilitating structured classroom presentations around current youth issues.
  - Communicating and providing information about EPS initiatives and emerging trends related to youth to school administration.
- **Enhancing school safety by:**
  - Working proactively to enhance the safety and security of the school through relationship building, youth engagement and educational support.
  - Providing a visible, active and easily accessible presence in the school and community to support safety.
  - Creating individualized support plans to enhance the ongoing safety needs of students and their families.
  - Assisting with responses to incidents impacting the school community.

- Enforcing the Criminal Code, Provincial Statutes and Municipal Bylaws, while considering the diversion options and guidance of the principles of the YCJA and EPS Young People Strategy.
- Continually assessing and enhancing the emergency preparedness of the school, including assisting a with lockdown and/other emergency drills.
- Providing immediate responses to threats or emergencies, and assisting with crisis responses.

SRO TRAINING

Training and professional learning are critical to the implementation of the program. The partners commit to ongoing learning and capacity building around key areas including, but not limited to:

- Cultures of belonging and safety (including supporting diversity, deepening anti-racism and equity learning, [re]building relationships with Indigenous Communities, understanding neurodiversity, and supporting sexual and/or gender diversity)
- Restorative principles, practices and policies (including diversion supports)
- Online safety
- Mental well-being and providing supports for at-risk youth (including conducting risk assessments, accessing specialized interventions for sexual assaults, etc.)
- Trauma-informed practices
- Application of law and policy
- School technology systems
- Specialized supports and interventions related to gangs, radicalization, online exploitation, and substance use
- Violence Threat Risk Assessment Training
- *POPA* and *ATIA* training *(Protection of Privacy Act and Access to Information Act)*

SRO PROGRAM EVALUATION

The Division will utilize current Division measures, including data on student outcomes, school climate and safety, along with engaging students, staff (Division and EPS) and families of schools where there is an SRO to assess the impact and effectiveness of the SRO Program. By collaborating closely with EPS and leveraging shared insights, we can evaluate the program's alignment with our goals for student well-being and equitable support. Ongoing evaluation will be a collaborative effort between both organizations.

SCHEDULE B
Key Staff Contact Information

Key Division Staff Contact
Name: Bryan Evans
Position: Director of Division Support Services
Edmonton Public Schools
Address: Centre for Education, One Kingsway
Edmonton, AB T5H 4G9
Phone: 780-429-8394
Email: bryan.evans@epsb.ca

Key EPS Staff Contact
Name: Paul Looker
Position: Staff Sergeant
Youth Integrated Services Section
Edmonton Police Service
Address: 9620 103A Avenue
Edmonton, AB T5H 0H7
Phone: 780-292-1930
Email: Paul.Looker@edmontonpolice.ca

SCHEDULE C
Confidentiality and User Agreement

SRO Confidentiality and User Agreement

EDMONTON PUBLIC SCHOOLS

Confidentiality and User Agreement

20XX-XX Training Completed

This form is to be completed by all volunteers, and external service providers or consultants who require access to Edmonton Public Schools Student Information Systems. Completion is a prerequisite for access. Completed forms will be retained in the appropriate corresponding program files. Provide a signed electronic copy of this agreement to the assigned school(s) you are working with. The school(s) will need to upload this agreement with their request for access to District systems.

Edmonton Public Schools (EPSB) is responsible for protecting the confidentiality of information that it collects, uses, stores and discloses over the course of its operations. EPSB is subject to the *Access to Information Act and the Protection of Privacy Act*, as are its employees, partners, contractors and volunteers. You will have access to EPSB information as part of your job duties and responsibilities, and must ensure the security and integrity of the information. Information may only be accessed as needed to perform your duties. Unauthorized access may result in access being revoked or in legal action. This document describes how you, as a volunteer or external consultant or external service provider must handle EPSB student information and systems.

Policies governing access and use of the Division's information can be accessed at www.epsb.ca under Policies. See http://www.epsb.ca/ourdistrict/policy/c/cna-bp/ and http://www.epsb.ca/ourdistrict/policy/c/cna-ar/

Last Name	First Name
Phone	Email
EPS Staff ID (if applicable)	
Role	**Name of organization**
Agreement	
System Security *Note – EPSB Student Information System (SIS) refers to any digital system used by the Division to manage digital information or documents regarding students. i.e. PowerSchool and Pinpoint.*	
1. I will keep any EPSB Student Information System login credentials, such as my user password, confidential and will not share this login information with anyone else, unless needed by system administrators for troubleshooting login issues.	

2. I am responsible for any use of any EPSB SIS accessed under my login information.

3. I will not leave my workstation unattended without logging out or securing my workstation.

4. I will not use or obtain another person's login information.

5. If I believe my login information may be known by another person I will immediately change my password and notify the Access & Privacy Officer at 780-429-8357.

Appropriate Collection, Use and Disclosure of Information.

6. I shall only collect, access, use and disclose the *minimum* information necessary for the purpose of fulfilling my EPSB job duties and responsibilities.

7. I will not access information, including but not limited to family members, friends, colleagues, or anyone else not within my scope of responsibility. I understand that there is a separate formal process to access education information of students outside of my role.

8. I shall ensure that information I enter into an EPSB SIS is complete and accurate to the best of my ability.

9. I shall dispose of any information I access from the EPSB SIS (whether in electronic or paper form) in a secure manner as explained in EPSB policies and procedures.

10. I shall use reasonable means to ensure that while I am accessing information on an EPSB SIS it will not be viewed or obtained by unauthorized people. (e.g. secure my computer, be discreet when viewing data).

11. I understand that EPSB retains ownership and control over all information contained in the EPSB SIS (whether in electronic or paper form).

12. I shall not collect, use, transmit or disclose any EPSB information except as allowed by EPSB policies and procedures.

Confidentiality Provisions

13. I shall take reasonable actions to keep all information private and confidential and prevent the unauthorized collection, use and/or disclosure of all information that I come into contact with.

14. I accept that the obligation to keep EPSB information confidential continues even after I leave the organization or my relationship with EPSB ends.

15. If I become aware of a violation of a policy referenced above or a potential or actual breach of confidentiality, I will notify my supervisor immediately.

Audit and Sanctions

16. I understand and acknowledge that EPSB conducts random audits of EPSB SIS and may audit my use of any EPSB SIS without notice.

17. I understand that EPSB, in its sole discretion, may revoke or restrict my access to any EPSB information or EPSB SIS, for any reason.
18. I acknowledge that I have read the policies referenced above and understand the consequences for a violation of those policies and/or this Agreement.

I accept the rules and expectations described in this agreement:

Name *(print)*	Signature	Date *(yyyy-mon-dd)*

SCHEDULE D
Payment and Billing Details

PAYMENT

Upon acceptance by the Division, EPS will be paid, upon receipt of invoice and completion of responsibilities outlined in this MOU, in the amount(s) indicated below. All amounts are payable by cheque or electronic funds transfer (EFT) to the **City of Edmonton.**

The Division payment terms are net 30 days from the date of invoice. Invoices will be deemed as conclusively accepted 10 days after its receipt by the Division, unless the Division notifies the EPS within those 10 days that it disputes that invoice, with such notice including particulars of the invoice items in dispute.

Billing Details

School Resource Officer

- $83,761.12 + GST is the Division's portion of the salary for one SRO, 1.000 FTE, for 10 months work - no July/August (EPS will charge the school this amount). EPS shall submit monthly invoices when work is completed.

A Purchase Order (PO) will be issued for this MOU. The PO number must appear on each invoice. Invoices are to be in a PDF format and emailed to: accounts.payable.invoices@epsb.ca