



Condor School

**West Central
High School**



**David Thompson
High School**



Leslieville School



School Resource Officer Agreement



**Ecole Rocky
Elementary School**



Lochearn School



Caroline School

Pioneer Middle School



SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT made this ____ of _____ 2008

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE

(hereinafter called the "Town")

-and-

CLEARWATER COUNTY
(hereinafter called the "County")

-and-

PIONEER MIDDLE SCHOOL, LOCHEARN ELEMENTARY SCHOOL, ECOLE
ROCKY ELEMENTARY, WEST CENTRAL HIGH SCHOOL, CAROLINE SCHOOL,
DAVID THOMPSON HIGH SCHOOL, CONDOR SCHOOL, and LESLIEVILLE
SCHOOL

(hereinafter called the "Wild Rose School Division No. 66")

-and_

WHEREAS the Town provides police services through the Royal Canadian Mounted Police -
for the residents of the Town of Rocky Mountain House; and

WHEREAS Wild Rose School Division No. 66 require police services, and specifically the
need for School Resource Officer Services (hereinafter called SRO) in the participating schools
located within the Town of Rocky Mountain House and Clearwater County; and

WHEREAS the Town, the County, Wild Rose School Division No. 66, (hereinafter called the -
Parties) are desirous of entering into an agreement to provide School Resource Officer
Services;

WHEREAS the Parties are desirous to establish a committee to provide direction to the School -
Resource Officer(s) and the School Resource Officer Program.

NOW THEREFORE, in consideration of the mutual provisions and covenants contained within this agreement, the parties agree as follows:

1. SERVICE PROVIDED

- (1) The Town agrees to make it's best effort to provide R.C.M.P. Services for School Resource Officer(s) effective September 1, 2008 forward to Wild Rose Public Schools, and more particularly agrees to make it's best effort to :
 - (a) Provide the agreed upon School Resource Officer Position(s), being Members of the Rocky Mountain House R.C.M.P., within this agreement and;
 - (b) Agrees to invoice and collect funds from Clearwater County, Wild Rose School Division No. 66 as per Section 4 of this annual Funding agreement.
 - (c) Pay the costs of the R.C.M.P. members to the Federal Government.

2. SCHOOL RESOURCE OFFICER STEERING COMMITTEE

- (1) There shall be constituted a committee comprised of representation from each Party that will be called the School Resource Officer Steering Committee (hereinafter called the "Committee").
- (2) The Parties will appoint representatives to the committee as follows:
 - (a) The Town shall appoint (1) one members.
 - (b) The County shall appoint (1) one members.
 - (c) The Public School Principals shall appoint (2) two members.
 - (d) There shall be 2 (two) members at large, as appointed by the SRO Steering Committee.
 - (e) Each of the parties may appoint (1) one administrative resource staff who will not have a vote.
 - (f) The Red Deer Catholic Schools Principals shall appoint (1) one member who will not have a vote.
- (3) Each representative will hold office at the pleasure of the Party appointing him / her, and parties may send alternates to any committee meeting in a case of a temporary absence of the appointed representative.
- (4) Each Committee representative excluding administrative resource staff, vote on all committee issues, subject to any limitations contained in the Municipal Government Act, Statutes of Alberta, Chapter M-26.1 with amendments.

- (5) A chairperson and vice-chairperson shall be chosen by the committee representatives after every annual organizational meeting. The chairperson shall preside over all meetings of the Committee and the vice-chairperson shall act as chairperson only in the absence of the chairperson.
- (6) Committee meetings may be called at the discretion of the Chairperson or at the request of any three representatives of the Committee. All representatives must receive notice of any Committee meeting.
- (7) A Quorum consists of (3) three Committee Representatives who must be present at every meeting.
- (8) Neither the Committee nor any representative of the Committee will have any power to pledge credit of the Committee, the Town, the County, and Wild Rose School Division No. 66 in connection with any matter whatsoever. Nor shall the Committee or any Representative have the power to authorize any expenditure to be charged against the Committee, the Town, and the County.
- (9) A Minute Book shall be kept and Minutes shall be recorded therein by the Recording Secretary. All Board members and member Municipalities shall receive an agenda package at least four days prior to the next meeting. Draft minutes should be sent to members and member municipalities as soon as possible after a meeting.
- (10) The duties of the Committee are:
 - (a) To prepare prior to September 1st of each year a draft School Resource Officer operating budget, for consideration and approval by the Parties.
 - (b) To develop plans and make recommendations to the Parties to this agreement regarding the effective and coordinated delivery of crime prevention and life safety education,
 - (c) The Committee's role regarding School Resource Officer(s) as it is totally advisory. The Committee cannot commit any Party to any action regarding any duties of the School Resource Officer(s) or financial commitments on behalf of the participating parties.
 - (d) The Committee is responsible for periodic monitoring, assessments and adjustments of this Agreement, ensuring the Agreements goals and objectives are being met.

- (11) All capital expenditures such as computers will be budgeted for through the annual budget process and funded through the agreed upon cost share formula.
- (12) Costs associated with the Parties Committee Representatives membership on the Committee shall be born by the respective Parties.

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DAY TO DAY ADMINISTRATION

- (1) For the R.C.M.P., the Non-Commissioned Officer in Charge (NCO/IC) of Rocky Mountain House Detachment or the person acting in that position (hereinafter referred to as the Detachment Commander) will be responsible for the day to day administration of the Agreement. The Detachment Commander may delegate duties and authority to another Non-Commissioned Officer to be responsible in this area.
- (2) For the Town, the Chief Administration Officer (hereinafter referred to as the "CAO") or a designate acting for the CAO, will be responsible for the day to day administration of this Agreement.
- (3) For the County, the County Manager (hereinafter referred to as the County Manager) or a designate acting for the County Manager, will be responsible for the day to day administration of this Agreement.
- (4) For the School Divisions, the School Principals or a designate person will be responsible for the day to day of administration of this agreement at their respective schools.
- (5) The School Resource Officer(S) will be responsible to the NCO/IC of the Rocky Mountain House R.C.M.P. Detachment or the person acting in that position.

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ANNUAL FUNDING

- (1) The Schools shall provide their final student registration numbers to the Town by October 15th annually.
- (2) By November 15th the Town shall send out the annual invoices for the R.C.M.P. School Resource Officer Position(s).
- (3) The Schools and the County shall make payment by December 15th annually.
- (4) The Town shall prepare an annual invoice for the Rocky Mountain House R.C.M.P. School Resource Position for the period of September 1, to August 31st annually.
- (5) The registration numbers of the students from each school will determine the amount owing for the next school years budget.
- (6) The cost of the R.C.M.P. School Resource Officer(s) shall be determined by the Town annually. Any incremental program costs associated with cost increases from year to year shall be shared.

- (7) The Parties agree to the following SRO cost sharing formula;
 - 1) The County's share for the in Town Service is 33.33%
 - 2) The County's share for the in County Services is 66.67 %
 - 3) The Town share for in Town Services is 33.33%
 - 4) The School's share for in Town Services and County services is equal (The per capita costs will be shared equally with The Rural and Urban Schools).
 - 5) The Officer(s) time spent in County Schools and Town Schools will be decided by the SRO(s) and the SRO Committee.
- (8) The total cost of the SRO position(s) divided by the number of registered students equals the per student total.
- (9) The schools are invoiced based on the number of registered students times the per student total.
- (10) Any funds offered through independent sources for the School Resource Officer Program shall be retained by the Town, to be used specifically for the School Resource Officer Program in any future year, as agreed by the parties to this agreement.
- (11) Any shortfalls and/or surplus funds provided by any of the parties will be utilized and/or distributed to the parties.
- (12) If a school withdraws from the program the remaining schools will be responsible for any shortfall this may cause and will have additional SRO time in their schools.
- (13) If the Federal and/or Provincial Government decide to reduce their 30% share of a position then the agreement will be null and void unless otherwise renegotiated.

5 OTHER

This agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

This agreement may be altered or amended in any of its provisions when any such changes reduced in writing and signed by all parties hereto, but not otherwise.

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

This agreement will not be assignable by either a person, firm or corporation without prior written consent of the other parties.

Any and all claims, demands, actions and costs whatsoever, legally and properly claimed against any Party to this agreement, their employees, councilors or agents, associated with the performance or action, or lack of performance or action, on behalf of the R.C.M.P. School Resource Officer(s) or the Committee shall be shared by the Parties.

6**CANCELLATION / TERMINATION**

Wild Rose School Division No. 66, the Town or the County may terminate its participation in this Agreement by delivering notice in writing to the other parties and shall provide twelve (12) months notification to this effect.

This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns.

Notwithstanding all termination provisions in this Agreement, it is understood and accepted by each Party that it cannot terminate its obligations with the other parties, costs associated with any judgment, order or award referred to in paragraph 26 if the cause of the judgment, order or award occurred wholly or in part prior to the Party terminating its participation in this agreement.

If any school fails to make any or all of their payment to the Town as per section 4 (Annual Funding) their participation in the SRO Program may be terminated or reduced by the Committee.

7**TERM OF AGREEMENT**

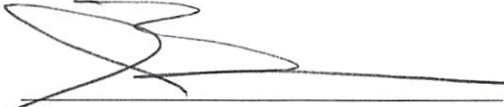
This Agreement shall inure for the benefit of all Parties and remain in effect unless otherwise superseded, amended, or rescinded and may be amended with the joint written agreement of each Party.

8**ADDRESSES FOR NOTIFICATIONS**

Any notices or correspondence in writing with regards to this Agreement shall be delivered by personal delivery addressed to the Principal at the following addresses:

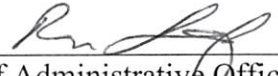
- a) Town of Rocky Mountain House
Box 1509, 5116 – 50th Avenue
Rocky Mountain House, AB T4T 1B2
- b) Clearwater County
Box 550, 4340 – 47 Ave
Rocky Mountain House, AB T4T 1A4
- c) Wild Rose School Division No. 66
4912 - 43 Street Rocky Mountain House,
AB, T4T 1P4
Phone (403) 845-3376 Fax (403) 845-3850

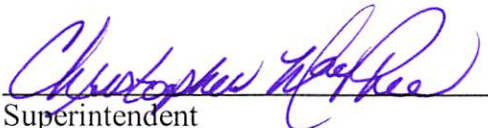
IN WITNESS WERE OF the authorized officers of the Town, County, and Wild Rose Public School Division have hereunto affixed their signatures and corporate seals on the day and the year first written above.

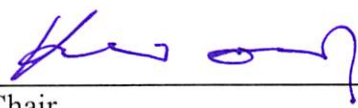


Mayor

Chief Administrative Officer
Town of Rocky Mountain House

Reeve

Chief Administrative Officer
Clearwater County

Superintendent

Board Chair
Wild Rose School Division No. 66



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