

**THIS AGREEMENT** made in duplicate as of the \_\_\_\_\_ day of March, 2024.

**BETWEEN:**

**ANGLOPHONE WEST SCHOOL DISTRICT**, of 1135 Prospect Street, Fredericton, New Brunswick, a School District under the laws of the Province of New Brunswick, (hereinafter called “ASD-W”)

**OF THE FIRST PART**

**AND**

**THE CITY OF FREDERICTON**, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the “Local Government”)

**OF THE SECOND PART**

(each a “Party”, collectively the “Parties”)

**WHEREAS** it is recognized that ASD-W and the Local Government through the Fredericton Police Force share a common goal of contributing to crime prevention and fostering positive relationships between the police and youth in our schools;

**AND WHEREAS** it is also recognized that subject to the *Police Act*, the Fredericton Police Force is tasked with law enforcement and public safety;

**AND WHEREAS** it is hereby agreed to combine efforts of the ASD-W and the Local Government through the Fredericton Police Force to create an effective school resource officer community partnership;

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the terms and conditions and mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the ASD-W and the Local Government agree as follows:

## **1.0 PURPOSE**

1.1 The purpose of this Agreement is to set out the terms and conditions under which the Parties will work together to contribute to a community partnership initiative involving school resource officer(s).

- 1.2 The Parties acknowledge and agree that in schools, crime prevention can be achieved through education, mentoring, counselling and advising students on police-related matters. Crime prevention can also be achieved through the participation of a School Resource Officer (“SRO”) in extra-curricular activities, and by liaising with the teachers, support staff, administrators and school district staff. Fostering positive relationships between the police and youth within our community and crime prevention are the goals of the community partnership initiative.
- 1.3 Middle and high schools: A fulltime SRO will be dedicated to middle and high schools. Schools include: Fredericton High School (“FHS”) (primary location on the south side of Fredericton), George Street Middle School, Bliss Carmen Middle School, Leo Hayes High School (“LHHS”) (primary location on the north side of Fredericton), Devon Middle School and Nashwaaksis Middle School. Goals will be achieved primarily through in-class presentations, positive engagement with youth, building relationships, providing education on issues relating to youth and the law, early intervention, and collaborating with community partners to support youth. It is understood that the high schools will be the primary location for each SRO, with satellite work at each of the two corresponding middle schools for each high school.
- 1.4 Elementary schools: In addition, program delivery for kindergarten to Grade 5 will be provided through the Integrated Community Services (“ICS”) team and designated Community Liaison Officers. The primary goals will be to facilitate crime prevention, provide education and foster positive relationships between the police and youth within our community. Goals will be achieved primarily through in-class presentations.

## **2.0 TERM AND TERMINATION**

- 2.1 Notwithstanding the date signed, this Agreement shall be for a term of three (3) years, commencing on September 1, 2024 and expiring on June 30, 2027, (the “Term”), unless terminated earlier or extended in accordance with this Agreement.
- 2.2 The Parties may, at their discretion, and subject to their mutual agreement and option, renew this Agreement for one (1) additional three (3) year term (a “Renewal Term”). The Renewal Term would commence on September 1, 2027 and would expire on June 30, 2030.
- 2.3 Notwithstanding Section 2.2, the Local Government shall provide notice of any intention to renew this Agreement to ASD-W on or before February 1, 2027 in order that the Parties may mutually agree to the renewal of this Agreement which may be acknowledged in writing by letter. The terms and conditions of this Agreement in effect at the end of the Term will continue for the Renewal Term, subject to any amendment in accordance with this Agreement.
- 2.4 Either Party may, at it’s sole discretion, at no cost, terminate this Agreement without cause at any time prior to the expiration of the Term or Renewal Term, upon at least ninety (90) days prior written notice of termination to the other Party.

2.5 If either Party terminates this Agreement in accordance with Section 2.4, the Local Government is entitled to payment for SRO services provided herein up to and including the date of termination or June 30 at the end of the school year within which this Agreement is terminated, whichever is earlier.

### **3.0 REPRESENTATIONS, COVENANTS AND DUTIES OF ASD-W**

3.1 As compensation for the provision of SROs provided for hereunder, the ASD-W shall pay the Local Government the annual fee(s) outlined in this Agreement.

3.2 ASD-W shall pay three quarters ( $\frac{3}{4}$ ) of the salary and benefits of a Fredericton Police Force (“FPF”) Constable 1A, for each fulltime SRO, annually to the Local Government upon receipt of invoices which shall be prepared and delivered by the Local Government to ASD-W as follows: September 1 – March 31 (seventy percent (70%) of the cost) and April 1 – June 30 (thirty percent (30%) of the cost).

3.3 Notwithstanding Section 3.2, if this Agreement is terminated pursuant to Section 2.4, ASD-W has no obligation to pay for SRO services beyond the date of termination and the Local Government has no obligation to provide SRO services to ASD-W beyond the date of termination. Further, if this Agreement is terminated before the end of the school year, the SRO will be redeployed within the FPF and the Local Government will reimburse ASD-W the relative portion of the payment not used for the SRO services.

3.4 ASD-W shall provide the school calendar to the SRO before their assignment begins. The Parties acknowledge and agree that SRO vacation will be taken at appropriate times, and vacation scheduling will be made in communication with the school principal.

3.5 ASD-W shall ensure that the principal of both FHS and LHHS submits a written review of the service provided by the SRO to the FPF Staff Sergeant of ICS at the end of each school year. Any concerns regarding the SRO’s performance during the school year, specifically related to Provincial Policy 701 (Policy for the Protection of Pupils) and codes of conduct, shall be brought forward by the School District Superintendent to the FPF Staff Sergeant of ICS, or designate, immediately.

3.6 ASD-W shall provide appropriate office space and applicable office equipment for each SRO at FHS and LHHS. ASD-W shall also ensure that appropriate private meeting space will be available, as required, at each of the middle schools when the SRO is visiting the location.

### **4.0 REPRESENTATIONS, COVENANTS, DUTIES OF THE CITY**

4.1 The Local Government shall through the FPF provide police presence in the form of a full time SRO during the school year at LHHS and FHS, with satellite responsibilities at Nashwaaksis Middle School, Devon Middle School, George Street Middle School, and Bliss Carmen Middle School subject to the Collective Agreement between the City of Fredericton and UBC Local 911 Police Union.

- 4.2 The FPF shall also assign officers as required to provide intermittent police presence and program delivery for kindergarten classes through to grade five on the terms and conditions set out herein, subject to the Collective Agreement between the City of Fredericton and UBC Local 911 Police Union.
- 4.3 The FPF shall be responsible for the approval and payment of overtime expenses to be paid to a SRO. This does not include mutually agreed extracurricular activities between the SRO and the school, in which arrangements will be made in accordance with the UBC Collective Agreement and in consultation with the school principal, or designate, during the school year.
- 4.4 The Local Government shall be responsible for and shall pay all costs associated with the assignment of FPF employees, including salary and benefits.
- 4.5 The FPF via the Staff Sergeant of ICS, or designate, will be responsible for approving leave for the SRO as per entitlements from the FPF and UBC Collective Agreement. Should the SRO be on leave or participating in “in-service” FPF training, a designate will be identified to complete SRO duties in their absence.
- 4.6 The Local Government through the FPF shall provide police officers with required equipment and uniforms to perform their duties while assigned as a SRO, including police vehicles when required to perform specific related tasks.

## **5.0 GENERAL TERMS AND CONDITIONS**

- 5.1 The Parties acknowledge and agree that the assignment of a FPF officer to ASD-W does not constitute employment with the school district.
- 5.2 The Parties acknowledge and agree that the SRO is a member of ICS team and will be available to ICS for alternative duties outside the school year.
- 5.3 The Parties acknowledge and agree that the SRO will not be required to undertake unrelated operational police duties during the school year unless exigent circumstances, (special/urgent police duties) require it for a limited period. The FPF will use best efforts to provide notice to the school principals in such cases.
- 5.4 The Parties acknowledge and agree the SRO shall be available to the FPF for such duties as may be assigned at all normal periods outside the school year.
- 5.5 The Parties acknowledge and agree that the selection of a SRO by, and at the sole discretion of, the FPF will be based on required competencies to perform the duties outlined under this Agreement and with consideration of the expectations of the school principal. The SRO shall be a community-oriented individual with the skills to build positive relationships and develop programs that are proactive, solution-focused, and community driven. The SRO must have a keen interest in working with young people and building rapport with students.

- 5.6 The Parties acknowledge and agree that a SRO may compete for promotional and transfer opportunities within the FPF but, if successful, the FPF will find a replacement SRO to ensure the position is not vacant during the school year.
- 5.7 The Parties acknowledge and agree that the SRO shall have the following roles and responsibilities:
- (a) In partnership with the school staff, maintain a visible presence on school property, and at nearby locations where students congregate;
  - (b) Liaise with businesses and communities directly affected by school day operations to minimize student disruption and enhance positive relationships;
  - (c) Meet with the school principal or designate from FHS, George Street Middle School, Bliss Carmen Middle School, LHHS, Devon Middle School and Nashwaaksis Middle School, once a month during the school year, to identify trends, discuss initiatives and review outcomes;
  - (d) Develop proactive initiatives and deliver them through presentations, and during meetings to provide education to youth, their families and school administration on law related matters;
  - (e) Participate in “in-service” FPF training;
  - (f) Become a member and actively participate on the school Violent Threat Risk Assessment (“VTRA”) team;
  - (g) Familiarity with and adherence to district and school policies and procedures and in particular ASD-W Policy 703-2, *Interviews of Students by Law Enforcement Agencies*, and ASD-W Policy 703-10, *Violent Threat Risk Assessment*, Policy 701-Provincial *Policy for the Protection of Pupils*, unless inconsistent with FPF policy, the *Police Act*, the *Youth Criminal Justice Act*, or any other legislation. ASD-W emergency protocols, in line with acceptable practices of the FPF, will be followed;
  - (h) Participate actively in each school community;
  - (i) Provide resources for students who have come into conflict with the law in partnership with appropriate school staff and the FPF Youth Services Coordinator;
  - (j) Liaising with middle school administration and the FPF Youth Services Coordinator to identify youth that will be transitioning to high school in the next school year and who may require additional supports and resources;
  - (k) In cooperation with school staff and the FPF Youth Services Coordinator, develop and implement proactive police strategies that contribute to a safe and peaceful school environment; and

- (l) Respond to emergencies and criminal activity that occurs at the school during the instructional day or at extra-curricular activities within which the SRO is attending while on duty.
- 5.8 The Parties acknowledge and agree that use of police equipment and vehicles by a SRO that belong to FPF shall be subject to applicable FPF policy.
- 5.9 All reports, files, and other information protected by privacy laws and held by the SRO shall be maintained in accordance with FPF policy. Information from these documents may only be released in accordance with FPF policies and applicable provincial and federal legislation.
- 5.10 The Parties acknowledge and agree that a component of the annual contribution fee established under Section 3.1 relates to the salary of an FPF officer, and is subject to the Collective Agreement between the City of Fredericton and UBC Local 911 Police Union, as such, the contribution fee is subject to further negotiation by the Parties if salaries are impacted under the collective agreement.
- 5.11 The Chief of Police is responsible for the general conduct of all police members of the FPF. All public complaints and allegations of breach of conduct/discipline requiring follow-up through provincial legislation, the Discipline Code, *Police Act*, shall be brought forward by the School District Superintendent to the FPF Staff Sergeant of ICS or designate immediately.
- 5.12 All reports, files, and other information protected by privacy laws and held by the SRO will be maintained in accordance with FPF policy. Information from these documents may only be released in accordance with FPF policies, the *Youth Criminal Justice Act* and applicable provincial and federal legislation. The Parties acknowledge that particular care must be given to protect the rights and privacy of young persons relating to police records to ensure appropriate disclosure is provided, when required.
- 5.13 The sharing of information during a VTRA will be done in accordance with VTRA training protocols. In these circumstances, information is shared in order to accurately assess and intervene during situations of imminent risk of harm to self or to others. The Parties acknowledge and agree that in any other situation, consent must be given by the youth and parent or guardian in order for the SRO to release or share information with school administrators.

## **6.0 ADDITIONAL TERMS AND CONDITIONS**

- 6.1 **Sections and Headings:** The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Except where the context requires otherwise, references to the terms “herein,” “hereof,” “hereunder” and similar expressions refer to this Agreement as a whole, and not to any specific Section or Schedule.

- 6.2 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral relating to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 6.3 **Amendments:** If at any time during the Term of this Agreement the Parties shall deem it necessary or expedient to make any alterations or additions to this Agreement, they may do so by means of an executed written Agreement between them which shall be supplemental to and form part of this Agreement.
- 6.4 **Review:** The Parties will conduct an annual review of the overall performance of the Agreement and their respective obligations in order to make suggestions for improvements.
- 6.5 **Severability:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining provisions shall nevertheless remain in full force and effect.
- 6.6 **Resolution and Disagreement:** If a dispute arises between the Local Government and ASD-W arising out of or relating to this Agreement, or the subject matter hereof, the Local Government and ASD-W agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. The Parties shall promptly refer any dispute to the Chief of Police on behalf of the Local Government and the Superintendent on behalf of ASD-W.

In the event that such representatives cannot resolve the dispute within ten (10) days or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other Party, to resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the *Arbitration Act*, SNB, 2014, c. 100, as amended or litigation proceedings in the courts of the Province of New Brunswick. Notwithstanding the foregoing, nothing in this Section 6.6 shall prevent the Parties from exercising its rights of termination set out under this Agreement in the circumstances described therein. It is further agreed by the Parties that they shall pay their own costs of any mediation, arbitration or litigation.

- 6.7 **Indemnification:** Each Party (the “Indemnifying Party”) shall at all times indemnify, defend and save harmless the other Party (the “Indemnified Party”) from and against all actions, suits, proceedings, costs, charges, expenses, claims, demands, matters and things whatsoever and by whomsoever made, sustained, brought or prosecuted (“Losses”) which are in any manner based upon, occasioned by, attributable to or arising from anything done or suffered or omitted to be done by the Indemnifying Party or one or more of its employees, agents, contractors or sub-contractors, and whether caused by the negligence of the Indemnifying Party or one or more of its employees, agents, contractors or sub-contractors, except to the extent that any such Losses are caused by the negligence or willful misconduct of the Indemnified Party or one or more of its employees, agents, contractors or sub-contractors.

6.8 **Notices:** Any notice to be given under this Agreement by the Local Government and ASD-W shall be in writing and delivered by hand, courier or by registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

**For ASD-W:**

Office of the Superintendent  
Attention: Superintendent  
1135 Prospect Street  
Fredericton, NB  
E3B 4B9

Tel: (506) 453-5454  
Tel: (506) 444-4034

**For the Local Government:**

The City of Fredericton  
Attention: Chief of Police  
311 Queen Street  
Fredericton, NB  
E3B 1B1

Tel: (506) 460-2325  
Fax: (506) 460-2301

Any such notice shall be deemed to have been duly given and received upon delivery, if delivered by hand or courier, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 6.8 and confirms the effective date of the change in such notice.

6.9 **Applicable Law:** The Parties acknowledge and agree this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.

6.10 **Costs:** It is acknowledged that each Party shall pay his own costs, charges and expenses of and incidental to the preparation of this Agreement.

6.11 **Counterparts:** This Agreement may be signed by the Local Government and ASD-W in one or more counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by the Parties. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this Agreement.

6.12 **Other:** The Parties acknowledge and agree that they have had the opportunity to seek independent legal advice or to have this Agreement reviewed by their respective legal counsel.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
PARTIES TO SIGN ON THE FOLLOWING PAGE**





**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF SUBSCRIBING WITNESS**

I, Gina Dunnett, of the City of Fredericton, in the County of York and Province of New Brunswick, MAKE OATH AND SAY:

1. **THAT** I am the Director of Schools and the subscribing witness to the attached instrument and I was present and did see it duly executed by David McTimoney, Superintendent of the Anglophone West School District.
2. **THAT** I verily believe that the person whose signature I witnessed is of the full age of majority and is the party of the same name referred to in the instrument.
3. **THAT** David McTimoney is duly authorized to execute the foregoing instrument on behalf of the Anglophone West School District.
4. **THAT** the name, Gina Dunnett set and subscribed as a witness to the execution thereof is of the proper handwriting of me, this deponent.
5. **THAT** the said instrument was executed at the City of Fredericton, in the County of York and Province of New Brunswick on the \_\_\_\_ day of March 2024.

**SWORN TO BEFORE ME** at the )  
City of Fredericton, in the County of )  
York and Province of New )  
Brunswick, the \_\_\_ day of )  
\_\_\_\_\_, 2024. )

\_\_\_\_\_)  
Serge Petitpas )  
A Commissioner of Oaths )

\_\_\_\_\_)  
Gina Dunnett

