MEMORANDUM OF UNDERSTANDING

School Resource Officer (SRO) Program

BETWEEN

Hamilton Police Service
Hamilton-Wentworth District School Board
Hamilton-Wentworth Catholic District School Board
Conseil scolaire Viamonde
Conseil scolaire catholique MonAvenir

(Collectively, the "Parties")

Effective Date: **November 12th, 2026**	

1. Vision and Commitment

The Parties share a commitment to creating safe, supportive and welcoming school communities where students are at the centre of our collective efforts.

The School Resource Officer Program will be grounded in listening, collaboration and responsiveness to the needs and perspectives of students, families, educators and the diverse communities we serve. The Parties recognize that effective school police partnerships must be built on trust, transparency, mutual respect and a willingness to listen, learn and adapt.

The Program is intended to be forward looking and community informed. It is not designed to recreate past models or establish a predetermined approach to police engagement in schools. Through ongoing engagement, evaluation and open dialogue, the Parties will work together to ensure the Program remains responsive to local needs, reflects modern expectations regarding student well-being, equity and community confidence, and contributes positively to the safety and well-being of students and school communities.

2. Purpose and Legislative Framework

This Memorandum of Understanding establishes the framework through which the Hamilton Police Service (HPS) and the four publicly funded school boards serving the City of Hamilton will collaboratively implement and oversee the School Resource Officer Program.

The purpose of the Program is to promote safe, inclusive and welcoming school communities; build and maintain positive relationships between students, school communities and police; support student well-being; and provide opportunities for education, mentorship, prevention and community engagement.

The Parties will implement this MOU in accordance with the Education Act, Ontario Regulation 176/26 (Work with Local Police Services), the Community Safety and Policing Act, 2019, applicable privacy and human rights legislation, applicable Board policies, and the Provincial Model for a Local Police/School Board Protocol established under subsection 301(7) of the Education Act.

This MOU supplements, and does not replace, the applicable local Police/School Board Protocol. Police notification, investigations and responses to school-related occurrences will continue to be governed by applicable law, HPS policy and the local Police/School Board Protocol.

3. Guiding Principles

- Student, school and public safety and student well-being.
- Respect for the rights, dignity, diversity and privacy of students.
- Equity, inclusion, anti-racism and culturally responsive practice.
- Positive relationship building through trust, transparency and accountability.
- Trauma informed, preventative and restorative approaches, where appropriate.
- Meaningful engagement with students, parents, guardians and school communities.
- Clear distinction between school discipline and police responsibilities.
- Collaborative problem solving and continuous improvement.

4. Program Objectives

- Build and maintain positive relationships between youth, school communities and police.
- Promote safe and healthy learning environments.
- Increase opportunities for positive, non-enforcement interactions between students and police.
- Support violence prevention, conflict resolution and early intervention.
- Provide educational presentations and workshops on community and student safety topics.
- Connect students and families with appropriate community resources and supports.
- Support collaborative responses to emerging school and community safety concerns.
- Promote measurable, evidence informed and continuously improving program delivery.

5. Program Availability and Language of Instruction

HPS will offer the SRO Program in a manner consistent with the requirements of the Education Act and O. Reg. 176/26, including all applicable language and denominational requirements.

For Conseil scolaire Viamonde and Conseil scolaire catholique MonAvenir, the SRO Program, including related presentations, workshops and student facing programming, will be made available in French in accordance with the Regulation. The Parties will collaboratively plan implementation to ensure that language requirements are addressed.

6. Role of the School Resource Officer

SROs remain members of HPS and are subject to HPS command, supervision, policies, procedures and legal obligations. Within the SRO Program, an SRO may:

- Serve as a visible, approachable and engaged member of the school community.
- Build positive relationships with students, staff, families and community partners.
- Deliver ***approved*** educational programming and workshops, which may include personal and online safety, hate incidents and hate crimes, human trafficking awareness, substance use prevention, healthy relationships, youth violence prevention, fraud prevention, and traffic and pedestrian safety.
- Participate in school, community and youth engagement events.
- Support restorative conversations where appropriate and consistent with the officer's role.

- Provide advice regarding safety planning and participate in threat assessment processes where appropriate and authorized, and in accordance with applicable law, Board policies and procedures, and the Police-School Board Protocol.
- Respond to criminal matters when required under applicable law, HPS policy and the local Police/School Board Protocol.
- Make referrals to appropriate community agencies and supports.
- Respect student privacy and confidentiality in accordance with applicable legislation.

An SRO will not assume the responsibilities of a school administrator, teacher, guidance counsellor, social worker or school discipline staff member. Routine school discipline remains the responsibility of the school and the applicable Board.

7. Role of Each School Board

Each School Board will:

- Identify schools for participation and provide information regarding the needs and priorities specific to their schools and communities.
- Designate a Board employee as program liaison and a school administrator as the primary program contact at each participating school.
- Provide SROs with reasonable access to school premises and Board delivered activities, events and programs as required by law and consistent with applicable safety and operational requirements.
- Provide appropriate workspace when reasonably available.
- Ensure students, parents and guardians are made aware of the SRO Program and related presentations and workshops.
- Engage students, parents, guardians and community members to inform implementation and review of the SRO Program.
- Share appropriate general information about the school population and local community with SROs, subject to applicable privacy legislation and Board policy.
- Support collaborative planning, relationship building, educational programming and community engagement.
- Participate in the Joint Steering Committee and annual program review.
- Support collection and reporting of agreed program performance information, consistent with applicable privacy legislation and obligations to students and families.

Each Board will communicate the requirements of this MOU to school administrators, provide implementation advice and support, and ensure that school staff understand the Program and the roles and responsibilities of SROs. School administrators will monitor implementation, collect and review feedback, and share relevant findings with their Board and HPS, subject to applicable privacy requirements.

8. Role of Hamilton Police Service

HPS will:

- Assign qualified SROs and retain operational responsibility for their deployment, supervision and evaluation.

HPS will designate a police service member as the program liaison. HPS will share anticipated SRO schedules and duty assignments with the relevant Board and provide timely notice of operational changes affecting implementation, subject to operational requirements and applicable confidentiality obligations.

- Ensure assigned officers receive initial training before deployment and regular ongoing training in youth engagement, developmentally appropriate practice, equity, diversity, human rights, culturally responsive and trauma-informed practice, and other program requirements. HPS and the Boards will regularly discuss additional training needs, school-specific protocols, student supports and local community contexts, and identify relevant professional learning opportunities.
- Build and maintain positive relationships with students and school communities through consistent, respectful and relationship-based engagement.
- Collaborate with each Board regarding program planning, participating schools, community needs, presentations and workshops.
- Support efforts, in collaboration with the Boards, to inform students, parents and guardians about the SRO Program and related programming.
- Participate in engagement with students, parents, guardians and community members to inform implementation and continuous improvement.
- Participate in the Joint Steering Committee and annual program review.
- Comply with applicable legislation, HPS policy and the local Police/School Board Protocol.

9. Collaborative Implementation and Community Engagement

To satisfy the collaborative requirements of O. Reg. 176/26, the Parties will work together to:

- Support HPS efforts to build and maintain positive relationships with students.
- Share general, non-identifying information about school populations and local communities that may assist SROs in understanding community context, needs, priorities and cultural considerations.
- Support efforts to make students, parents and guardians aware of the SRO Program and related presentations or workshops.
- Provide opportunities for students, parents and guardians to inform the implementation of the SRO Program, consistent with O. Reg. 176/26.
- Engage community members, where appropriate, to inform implementation and review of the program.

Engagement may include surveys, focus groups, advisory groups, school or community meetings, feedback following presentations or activities, and other mechanisms agreed upon by the Parties. Feedback will be considered as part of program planning and annual evaluation.

Each Board and HPS will document their implementation arrangements in an agreed program work plan, including how students, parents and guardians will be informed of the Program and related presentations or workshops; how students, parents, guardians and community members will participate in implementation; how general school and community information will be shared; and how feedback will inform program adjustments. The work plan will identify responsible contacts and implementation timelines and will be reviewed through the Joint Steering Committee.

10. Scope of Activities and Deployment

SRO activities may include classroom presentations, school assemblies, parent and caregiver education sessions, community events, safety planning, crisis response where appropriate, threat assessment processes where applicable, student mentorship, youth leadership initiatives and other community engagement activities consistent with this MOU.

SRO activities may occur during or outside regular school hours where mutually planned or operationally required. HPS retains responsibility for police deployment, scheduling, supervision, investigative decisions, enforcement decisions and other operational police matters.

10A. School Orientation

Before the start of each school year, HPS will provide the Boards with information about assigned SROs and anticipated schedules, and each Board will communicate that information to participating school administrators. Where an assignment begins or changes during the school year, the same arrangements will be completed promptly.

Before the start of the school year, school administrators will meet with their assigned SRO to provide an orientation. Where an assignment begins during the school year, orientation will occur promptly. Orientation will include a physical or virtual school tour where possible; introductions to school staff and the school threat assessment team where applicable; a review of school policies, schedules, code of conduct, student supports and relevant procedures; and general, non-identifying information about the school population and local community. The administrator and SRO will establish a regular meeting schedule to discuss implementation, training needs and resources.

Boards and school administrators will identify opportunities for SROs to participate in school activities, events and programs that support positive relationships. All information sharing during orientation and subsequent meetings will comply with section 12 of this MOU.

11. School Discipline and Police Operational Independence

The presence of an SRO is not intended to increase unnecessary police involvement in routine school disciplinary matters. School administrators remain responsible for school discipline in accordance with the Education Act, Board policy and applicable procedures.

Nothing in this MOU limits the lawful duties, authorities or discretion of a police officer. Decisions concerning police investigations, enforcement, arrest, charges and other operational police matters remain the responsibility of HPS, subject to applicable law, HPS policy and the local Police/School Board Protocol.

12. Information Sharing, Privacy and Confidentiality

Information sharing under this MOU will comply with applicable privacy, education, youth justice, policing and human rights legislation, including the Municipal Freedom of Information and Protection of Privacy Act, the Freedom of Information and Protection of Privacy Act where applicable, the Youth Criminal Justice Act, the Education Act, the Community Safety and Policing Act, 2019, and the Ontario Human Rights Code, together with applicable Board and HPS policies.

The requirement to share general information about school populations and local communities does not, by itself, authorize disclosure of identifiable student information. Personal information will only be collected, used or disclosed where legally authorized and necessary for a lawful purpose.

Standing or informal arrangements for automatic disclosure of personal information to law enforcement are not permitted. School administrators will assess each proposed disclosure on its own circumstances and legal authority. Where uncertain, they will seek direction from their Superintendent, who may seek legal advice, before releasing the information.

For greater certainty, nothing in this MOU authorizes the collection, use, or disclosure of personal information except as permitted or required by applicable law.

13. Equity, Diversity, Inclusion and Human Rights

The Parties are committed to equitable and respectful implementation of the SRO Program. Program planning, delivery and evaluation will consider the experiences and needs of diverse school communities, including Indigenous, Black, racialized, newcomer, faith-based, 2SLGBTQIA+ and other equity-deserving communities, and students with disabilities.

The Parties will seek to identify and reduce barriers to equitable participation and accessibility, support culturally responsive engagement and address hate, discrimination and bias through appropriate education, prevention and collaboration.

14. Joint Steering Committee and Governance

A Joint Steering Committee will oversee implementation of the SRO Program. Membership will include representatives designated by HPS and each of the four School Boards. The Parties may invite other subject-matter experts or community partners where appropriate.

The Joint Steering Committee will:

- Oversee implementation of this MOU and the SRO Program.
- Review participating schools, program priorities and emerging needs.
- Review student, parent, guardian, staff and community feedback.
- Review program activity and performance information.
- Identify implementation issues and recommend adjustments.
- Support alignment with applicable legislation, the local Police/School Board Protocol and grant requirements.
- Recommend continuous improvement opportunities and an annual work plan, where appropriate.

The Joint Steering Committee will meet at least annually and more frequently during implementation or as otherwise agreed by the Parties.

For greater certainty, the Joint Steering Committee acts in an advisory capacity only. Nothing in this MOU grants the Joint Steering Committee authority to make decisions on behalf of, or otherwise bind, any party.

15. Evaluation and Performance Measurement

The Parties will evaluate the SRO Program at least annually. Measures may include:

- Student, parent/caregiver, staff and school administrator feedback.
- Community partner feedback.
- Educational presentations and workshops delivered.
- School and community engagement activities.

- Referrals to community supports.
- Measures of relationship building, awareness, trust and program reach, where practicable.
- Other performance information required under applicable SRO grant funding or agreed upon by the Joint Steering Committee.

Performance measurement will be undertaken in a manner consistent with applicable privacy legislation. Evaluation findings will be used to support accountability, identify unintended impacts and inform continuous improvement.

Each Board will submit information requested by the Ministry of Education to support Province-Wide monitoring or evaluation of the SRO Program, consistent with applicable privacy legislation. HPS will collaborate with the Boards on relevant program information within its authority and operational capacity.

16. Communications

Public communications concerning the SRO Program will be coordinated among the affected Parties whenever practical. Media inquiries concerning operational police matters remain the responsibility of HPS. Media inquiries concerning a School Board's operations remain the responsibility of that Board.

The Parties will maintain timely communication about policy revisions, staffing or scheduling adjustments, procedural updates and emerging issues that may affect implementation or operation of the Program.

Boards may request to review presentation materials developed by HPS or to be used by an SRO in advance of a school activity, event or program. Where requested, Boards will review the materials within ten (10) business days to avoid unnecessary delays and to consider suitability for the intended audience and local context. Boards will not make police participation conditional on approval of presentation materials.

Each Board will make this MOU publicly available and accessible on its website.

17. Complaints and Concerns

Concerns regarding the operation or implementation of the SRO Program should, where appropriate, be raised through the designated Board and HPS liaisons and may be referred to the Joint Steering Committee.

Boards and HPS will collect ongoing feedback from students, parents and guardians about the Program. Each Board will regularly provide students, parents and guardians with accessible information about local feedback and complaint procedures, including school administrator, Board liaison, Human Rights and Equity Advisor, Superintendent or other applicable Board contacts and processes.

Boards will also share information about HPS feedback and complaint procedures and the complaint mechanisms available through the Law Enforcement Complaints Agency (LECA). Information about the Office of the Ontario Ombudsman will be provided where appropriate. Program feedback will be reviewed through the monitoring and evaluation processes in this MOU, without replacing or delaying access to applicable complaint mechanisms.

Nothing in this section replaces or limits any statutory, Board or HPS complaint process, including processes applicable to complaints concerning police conduct.

18. Term and Review

This MOU takes effect on the date of the last signature below (the Effective Date) and will remain in effect unless amended, replaced or terminated in accordance with this MOU and applicable law.

The MOU will be reviewed where there is a material legislative, regulatory, funding, policy or program change that necessitates reconsideration of the agreement.

19. Amendment

This MOU may be amended by written agreement of all Parties. Operational or administrative practices that do not materially alter the rights or obligations established by this MOU may be documented through Joint Steering Committee records or an approved program work plan, where appropriate.

20. Withdrawal or Termination

A Party seeking to withdraw from or terminate its participation in this MOU will provide at least ninety (90) days' written notice to the other Parties, unless a shorter period is agreed upon or required by law. Any withdrawal or termination is subject to existing contractual and funding obligations.

Any withdrawal or termination is subject to the continuing statutory obligations of HPS and each School Board under the Education Act, O. Reg. 176/26 and other applicable law. The Parties will work in good faith to address any resulting operational, legal or program requirements.

Withdrawal or termination will not affect ongoing police investigations, legal obligations, privacy obligations or other matters that by their nature survive termination.

21. Notices and Designated Contacts

Each Party will designate an administrative contact for notices and routine implementation matters under this MOU. Changes to designated contacts do not require a formal amendment to the MOU.

22. Signatures

The undersigned confirm that they are authorized to sign this MOU on behalf of their respective organizations and agree to the terms set out above.

23. Nature of MOU

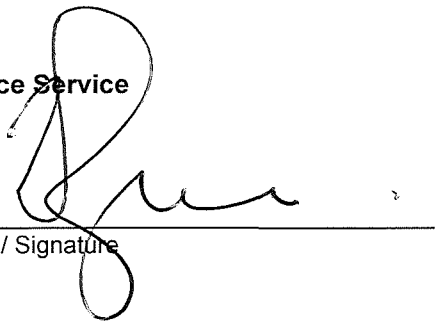
This MOU reflects the parties' mutual understanding regarding the operation of the School Resource Officer Program and is intended as a framework for cooperation and coordination among the parties. Except where required by applicable law, this MOU is not intended to create legally binding obligations, contractual rights, or causes of action between the parties.

24. Paramountcy

This MOU shall be interpreted and applied in a manner consistent with all applicable legislation and legal obligations. In the event of any inconsistency between this MOU and any applicable statute, regulation, court order, or other legal requirement, the applicable legal requirement shall prevail to

the extent of the inconsistency. Nothing in this MOU is intended to limit, modify, replace, or fetter the exercise of any statutory duty, legal authority, professional obligation, or discretion vested in any party or decision-maker.

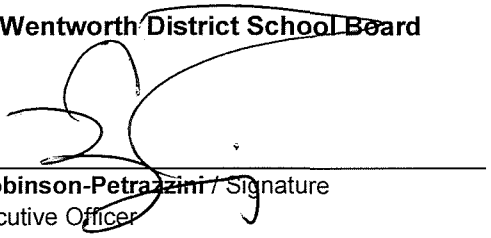
Hamilton Police Service



Frank Bergen / Signature
Chief of Police

November 12th, 2026
Date

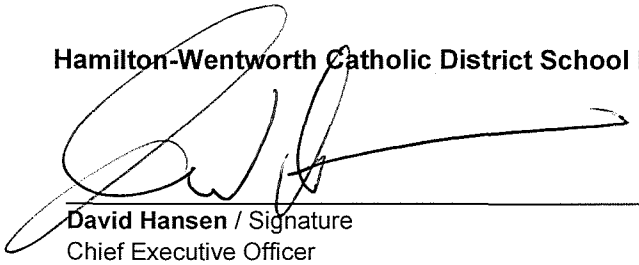
Hamilton-Wentworth District School Board



Sheryl Robinson-Petrazzini / Signature
Chief Executive Officer

November 12th, 2026
Date

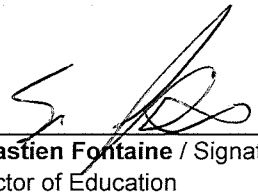
Hamilton-Wentworth Catholic District School Board



David Hansen / Signature
Chief Executive Officer

November 12th, 2026
Date

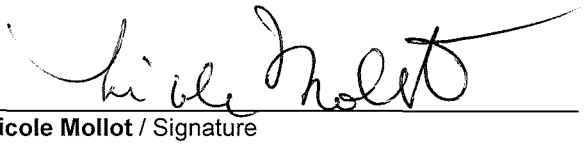
Conseil scolaire Viamonde



Sébastien Fontaine / Signature
Director of Education

November 12th, 2026
Date

Conseil scolaire catholique MonAvenir



Nicole Mollot / Signature
Director of Education

November 12th, 2026
Date