

Intermunicipal Agreement

Between

Masconomet Regional School District and the Towns of Boxford, Middleton and Topsfield
for Partial Funding of a School Resource Officer

This Intermunicipal Agreement ("Agreement"), dated _____, 2022, by and between Masconomet Regional School District, acting through its School Committee (hereinafter "School District") and the Towns of Boxford, Middleton and Topsfield, acting by and through their respective Police Chiefs and Select Boards (hereinafter "Towns") is entered into in accordance with the provisions of M.G.L. c. 40 §4A, upon the following terms and conditions:

I. Statement of Purpose

The School District and The Towns (hereinafter "Parties") agreed to the placement of a School Resource Officer (SRO) provided by the Police Departments to the School District as a viable resource in providing public safety to the School District's Middle and High School campus. This Agreement establishes a procedure for reimbursement for the sending communities to partially fund the expense of the assigned SRO(s).

II. Coordination with Memorandum of Understanding

Pursuant to M.G.L. c. 71 § 37P, on August 31, 2021, the School District, acting through its Superintendent, and the Towns, acting by and through their respective Police Chiefs, entered into a Memorandum of Understanding (MOU) for the deployment of SRO(s) at the School District.

III. Liability

Each party hereto shall be liable for the negligent or intentional acts and omissions of its employees.

IV. Term

This Agreement shall be in effect for Fiscal Year 2024. The Towns, acting through their Town Administrators, and the School District, acting through its Superintendent, shall work to develop a long-term successor agreement.

V. Miscellaneous

- A. Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this

Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

- B. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
- C. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.
- D. **Hours.** The SRO shall be on site at the School District during normal school hours throughout the school year as determined by the School District's School Calendar.
- E. **Agreement incorporates the terms and conditions of the August 31, 2021 MOU as if set forth herein.**

VI. Assignment

One Massachusetts Certified SRO shall be assigned to the School District from among those officers within the Towns that have been previously designated and selected in accordance with the MOU. The assignment schedule shall be mutually agreed upon by the Parties.

VII. Costs

In Fiscal Year 2024 (FY24), the annual cost shall not exceed Forty-Four Thousand Six Hundred Twenty Dollars (\$44,620). This annual maximum consists of a per diem rate of Two Hundred Thirty Dollars (\$230) for One Hundred and Ninety Four (194) days. Periodically, on an every two month basis, the Boxford Police Chief shall confirm the hours actually worked on site of the various designated SROs and shall communicate that information to the Towns respectively. The Towns individually shall be responsible for invoicing the District directly. Invoicing shall commence in FY24, for services rendered on or after July 1, 2023. At year-end, any final fiscal year invoices must be presented to the District for payment by June 30th. Invoices should be mailed directly to the District's Assistant Superintendent for Finance & Operations.

