

NASHOBA VALLEY TECHNICAL SCHOOL DISTRICT (NVTSD)
and
WESTFORD POLICE DEPARTMENT (WPD)
Services Agreement

Whereas, the Town and the NVTSD are authorized to enter into this agreement pursuant to G. L. c, 40, sec. 4A, and have been so authorized by vote of the Westford Board of Selectmen and the NVTSD School Committee, this agreement is made and entered into this 25th day of September 2018, by and between the Nashoba Valley Technical School District (NVTSD) and Westford Police Department (WPD), and is for the provision of specific police services associated with NVTSD safety and security programs.

WHEREAS, NVTSD desires to improve the security and police visibility and provide a safe and secure learning environment for students, parents and staff: and

WHEREAS, WPD desires to assist in this effort by providing certain police services to NVTSD;

NOW, THEREFORE, NVTSD and the WPD agree as follows:

SECTION 1. SCOPE OF SERVICES

The mission of the School Resource Officer Program is to improve school safety and the educational climate at the school.

The WPD agrees that the services rendered by the Assigned Personnel under this agreement will not substitute for baseline police services. The WPD does not warrant and NVTSD agrees that no explicit or specific assurance of safety or assistance is made or entered into by this Agreement. The WPD agrees that the assignment of such personnel will not affect the level of police services to NVTSD, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

This Agreement is not intended and does not constitute a basis of or for employer-employee relations. The terms, conditions and remedies of this Agreement shall be binding upon the WPD and NVTSD only. Assigned Personnel will be governed by the rules, collective bargaining agreements, and procedures of the WPD.

The WPD will assign 1.00 Full Time Equivalent (FTE) regular, on-duty police officer, (“Assigned Personnel”) to perform the duties outlined in this agreement. The WPD agrees that all Assigned Personnel must be approved by NVTSD. NVTSD agrees that such approval shall not be unreasonably withheld.

The Assigned Personnel will be responsible for criminal law issues, not school discipline issues. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct; disturbance/disruption of schools or public assembly;

trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (i.e. issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). Students shall not be arrested at school, except where the student poses a real and immediate threat to student, teacher, or public safety; or a judicial warrant specifically directs the arrest of the student in a school; in all other instances the execution of an arrest warrant shall be undertaken at a location other than a school. Where practicable, school principals shall be consulted prior to an arrest of a student, and the student's parent or guardian shall be notified of a student's arrest as soon as practicable.

The Assigned Personnel will assist the School Superintendent and/or her designee in implementing an effective safety and security program. Duties of the Assigned Personnel, or other qualified individuals assigned by WPD to fulfill the obligations of this agreement include, but are not limited to:

- assist in managing the day to day operations of the safety and security program
- assist in supervising school security monitors, designing and implementing a security staff training program
- designing and implementing staff workshops
- designing route and scheduling options for the security monitors
- maximizing the efficiency of existing alarm systems and security equipment
- assist in developing effective student management techniques to deal with crisis situations, disruptive behavior and unauthorized activities
- developing familiarity with evacuation and medical emergency plans for schools to advise on effective procedures in the event of an evacuation or medical emergency
- designing and implementing an incident reporting system
- enforcing rules and regulations of the student handbook
- assuming traffic management duties during school opening and dismissal times

SECTION 2. STUDENT'S RIGHTS

Absent a real and immediate threat to student, teacher or public safety, the Assigned Personnel may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. The Assigned Personnel shall inform the building principal prior to conducting a probable cause search where practicable. The Assigned Personnel shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion. Absent a real and immediate threat to student, teacher, or public safety, a school official shall not ask the Assigned Personnel to be present or participate in such a search.

Absent a real and immediate threat to student, teacher, or public safety, the Assigned Personnel

may not question or participate in the questioning of a student about conduct that could expose the student to court-involvement or arrest. During questioning the Assigned Personnel shall adhere to all state and federal laws as well as WPD policies and procedures. The Assigned Personnel shall inform school administrators prior to questioning the student where practicable. The Assigned Personnel shall not ask a school official to question a student in an effort to circumvent these protections.

Absent a real or immediate threat to student, teacher, or public safety, a school official shall not ask the Assigned Personnel to be present and participate in the questioning of a student that could expose the student to court-involvement or arrest.

Strip searches of students by either school officials or the Assigned Personnel shall be prohibited.

Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by a school official or the Assigned Personnel shall not be conducted on a student.

Absent a real and immediate threat to student, teacher, or public safety, the Assigned Personnel shall not use physical force or restraints—including handcuffs, mace, or other physical or chemical restraints—on a student.

SECTION 3. TERMS AND CONDITIONS

- A. The WPD agrees that, to the extent necessary and with the authorization and at the direction of the Superintendent or her designee, the Assigned Personnel will appear, as part of their school security duties, as witnesses in NVTSD administrative procedures, hearings, or other proceedings where the issue includes violations of NVTSD policies and procedures in or near the schools.
- B. The WPD agrees to meet with management representatives of NVTSD on a routine basis for the purpose of reviewing the effectiveness of the services undertaken pursuant to this agreement and the planning for future changes or modifications not anticipated by this agreement. These meetings shall occur on a routine basis.
- C. The WPD agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the WPD has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.
- D. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.
- E. The WPD agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this agreement. Any additional equipment requested by NVTSD will be furnished at the expense of and shall remain the property of NVTSD.

- F. The WPD will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the WPD shall be responsible for the compensation of the Assigned Personnel including all employee benefits, as well as any injury to them, their property, or the WPD's property while in or on NVTSD buildings and grounds.
- G. The Assigned Personnel shall possess and maintain certification in firearms, First Responders, C.P.R. and any other in-service training required by the Massachusetts Criminal Justice Training Council. NVTSD understands that this training may need to take place while school is in session. The superintendent will be informed prior to the training.
- H. The Assigned Personnel shall receive Basic School Resource Officer certification prior to assuming the assignment. NVTSD understands that additional training and advanced classes may be taken by the assigned officer and the classes may be held while school is in session.
- I. The Assigned Personnel shall be familiar with and trained in all programs adopting non-punitive approaches to discipline available in the school district. If NVTSD has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the Assigned Personnel shall participate in all trainings associated with that program.
- J. NVTSD agrees that the Assigned Personnel derives his/her authority, direction, and supervision from the Chief of Police or designee. In an effort to provide effective management of the NVTSD safety and security program, the Assigned Personnel will consult and coordinate with the Superintendent or designee on all police matters that involves a student or staff member of the NVTSD while school is in session and on school grounds.
- K. The WPD agrees that it shall be responsible for ensuring that the personnel under its authority carry out the duties enumerated. The NVTSD shall promptly report any failure by the WPD to carry out these obligations to the Chief of Police or his designee.
- L. NVTSD will collaborate with the WPD to provide workshops on community policing and crime prevention issues associated with public schools. This shall include, but not be limited to, training in the following:
 - 1. Crime prevention and security responsibilities
 - 2. Drug awareness and control
 - 3. Orientation and familiarization for students and staff regarding the Assigned Personnel
 - 4. Orientation to the Assigned Personnel on the student handbook and other NVTSD policies and procedures
- M. NVTSD will provide suitable space to be used by the Assigned Personnel.
- N. The Assigned Personnel shall not disclose any information regarding students or staff

which is confidential. The Assigned Personnel must adhere to the state laws and regulations regarding student records and public records, as previously agreed to by both parties pursuant to the Memorandum of Understanding, between NVTSD and WPD annually or as needed.

- O. NVTSD shall reserve the right to reasonably request the reassignment or removal of any Assigned Personnel. NVTSD shall provide the WPD a written enumeration of the reasons for the request for removal or reassignment of the Assigned Personnel, including documentation and witnesses to the alleged behaviors. NVTSD agrees that if a reassignment is granted by the Chief of Police, the Assigned Personnel replacement will occur as soon as possible based on WPD staffing considerations. The Chief of Police reserves the right to select the Assigned Personnel with the Superintendent's approval.
- P. Whenever a complaint is made to NVTSD by any individual against one of the Assigned Personnel, the designee shall, regardless of the severity of the complaint, file a report with the Superintendent of Schools immediately upon receiving the complaint. The Superintendent shall immediately notify the Police Chief and the reported incident will be handled as a Police Department personnel matter and be subject to any applicable rules, procedures, policies or collective bargaining agreements of the WPD.
- Q. NVTSD will provide the WPD with the applicable NVTSD rules and regulations for compliance with this agreement.
- R. Nothing herein contained shall be construed as permitting, authorizing or requiring police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.
- S. The parties shall meet prior to the end of each school year to determine staffing, expenses, summer work and vacation schedules and other related matters for the subsequent school year.

SECTION 4. REPORTING

- A. The Assigned Personnel shall maintain daily activity reports and submit monthly summaries of these reports to the Chief of Police or designee, and the Superintendent or designee. The monthly summaries shall include the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.
- B. At all times the WPD and the Assigned Personnel must adhere to the state laws and regulations regarding student records.
- C. The WPD will relay to the Superintendent of Schools or designee information related to any major crime or incident that occurs on NVTSD property, before the media is informed by WPD.

SECTION 5. KEY PERSONNEL

Superintendent of Schools. The Superintendent of Schools is responsible for the operation of the school system in accordance with M.G.L. Chapter 71 and other applicable federal, state and local laws and regulations. Duties are delegated, when applicable, to other designated individuals.

School Principal/Assistant Principal. The person(s) appointed by the Superintendent of Schools to manage the day to day operations of an individual school. The School Principal and Assistant Principal are responsible for the safety and security of students, staff and other visitors to the school.

Westford Police Chief. The Police Chief is responsible for supervising and directing the Westford Police Department which is committed to the protection of life and property pursuant to M.G.L. Chapter 41 and other federal and state law and local ordinances.

Assigned Personnel. One full time Patrolman assigned to Nashoba Valley Technical High School to perform duties related to NVTSD security program as delegated by the Chief of Police or designee and in consultation with the Superintendent or designee. This officer is assigned to NVTSD for the school year (approximately 42 weeks) and is pro-rated for that time period to NVTSD.

Absence: When there is an anticipated long term absence, WPD will replace said officer.

SECTION 6. TERM OF AGREEMENT

The term of this agreement shall commence on or about August 29, 2018 and shall terminate no later than June 30, 2019. Renewal of contract will be discussed sixty days prior to contract end.

SECTION 7. ACCOUNTING

- A. The WPD is responsible for all compensation and benefits due the Assigned Personnel.
- B. NVTSD will fund the town's expenses paid to Assigned Personnel for the duration of the agreement and will provide the pro-rated requested salary and benefits amount upon remittance of invoice.
- C. WPD shall review time sheets collected by the school department to ensure compliance with the terms of this agreement and any rules, procedures or agreements applicable to WPD personnel.
- D. Reimbursement for any out of pocket expenses will be made directly to the Assigned Personnel by NVTSD subject to the prior approval of the Superintendent and the request and receipt of an approved purchase order covering such expenses.
- E. Neither party is precluded from seeking funding from other sources (e.g. grants) to support all or part of the cost of implementing this agreement.

SECTION 8. NOTICES

Any notices required pursuant to the terms of this Agreement shall be delivered in hand to the principal place of business of each of the parties hereto, as specified below:

Nashoba Valley Technical School District (NVTSD): Superintendent of Schools
100 Littleton Road
Westford, Massachusetts 01886

Westford Police Department (WPD): Chief of Police
53 Main Street
Westford, Massachusetts 01886

Town of Westford: Town Manager
55 Main Street
Westford, Massachusetts 01886

SECTION 9. ENTIRE AGREEMENT

The Agreement shall consist of the following component parts:

- (a) This Agreement;
- (b) Any subsequent addenda agreed to by both parties.

IN WITNESS WHEREOF the parties have hereto set forth their hands the day and year first above written.

TOWN OF WESTFORD

NASHOBA VALLEY TECHNICAL
SCHOOL DISTRICT



Ms. Jodi Ross Date
Town Manager

 9/26/18

Dr. Denise P. Pigeon Date
Superintendent of Schools

WESTFORD POLICE DEPARTMENT

 9/26/18

Mr. Thomas McEaney Date
Chief of Police

FY19 Nashoba Tech Officer Assessment

FY19 Budget		PATROLMAN		5042		WPA		Total	
01210100						1957.5			
511250	Longevity					38.06	74,502.45	74,502.45	
515050	Quinn Bill		7/1/1990					2,000.00	
512100	Specialty Stipend				0%			-	250.00
514080	Accreditation							1,000.00	
514090	Holiday Pay					38.06	3,349.28	3,349.28	
515010									81,101.73
Benefits									
Medicare									
Health Insurance									
Retirement									
Cost for Fiscal Year 2019									
Prorated Total (44 / 52.2 weeks)									
84.29%									
Total Assessment:									
86,983.00									

103,193.95

86,983.00