Memorandum of Understanding
Between
New Bedford Public Schools and the New Bedford Police Department

This agreement (the “Agreement”) is made by and between New Bedford Public Schools (the “District”) and New Bedford Police Department (the “Police Department”) (collectively, the “Parties”). The Chief of Police of the Police Department or the board or officer having control of the police department in a city or town (the “Chief”) and the Superintendent of the District (“the Superintendent”) are each a signatory to this Agreement. The provisions of this Agreement are specifically required by section 37P of chapter 71 of the General Laws, as amended by Section 79 of chapter 253 of the Acts of 2020.

Purpose

The purpose of this Agreement is to formalize and clarify the partnership between the New Bedford Public School (NBPS) District and the New Bedford Police Department (NBPD) to effectively implement an Educational Facilities Liaison (“EFL”) Program (the “Program”) to enhance cultural understanding between students and law enforcement; help promote a positive school climate for all students, families, and staff; promote school participation and completion by students; facilitate appropriate information-sharing (as outlined in Section VI below); and inform the Parties’ collaborative relationship to best serve the school community.

This memorandum does not, and may not be relied upon to, create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter. Modifications of this Agreement are permissible when necessary to indicate local practice, so long as they are consistent with state and federal law.

1. Mission Statement, Goals, and Objectives

The mission is to facilitate relationship-building by the EFL such that students, faculty, staff, and community members see the EFL as contributing to a positive school climate. This will be realized by supporting and fostering the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion are indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the “Goals and Objectives”):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, and socioeconomic status;
- To promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities;
- To offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.
- To establish a framework for principled conversation and decision-making by school and police personnel to support students in need of services;
• To encourage relationship-building by the EFL such that students and community members see the EFL as a resource for needed supports in addition to a source of protection;
• To outline processes for initiatives that involve the EFL and school personnel, such as violence prevention and intervention and emergency management planning; and
• The parties will work together to promote safe, inclusive, and positive learning environments and exercise discretion and judgement in responding to NBPS school-based incidents.

Nothing in this Agreement shall limit an officer’s ability to exercise lawful authority consistent with all laws of the Commonwealth.

II. Roles and Responsibilities of the EFL and School Administrators and Staff in Student Conduct

An “educational facilities liaison” is a duly sworn municipal police officer, or a special officer appointed by the chief of police, with all necessary training and up-to-date certificates, including special school resource officer certification as required by subsection (b) of section 3 of chapter 6E of the General Laws and is charged with: (i) providing law enforcement; (ii) promoting school safety and security services to elementary and secondary public schools; and (iii) maintaining a positive school climate for all students, families and staff.

The Parties agree that school officials and the EFL play important and distinct roles in responding to student conduct to ensure school safety and promote a positive and supportive learning environment for all students.

Under state law, the EFL shall not (i) serve as school disciplinarian, enforcer of school regulations, or in place of licensed school psychologists, psychiatrists, or counselors; or (ii) use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

The principal or principal’s designee shall be responsible for student code of conduct violations and routine disciplinary violations. The EFL shall be responsible for investigating and responding to potential criminal or delinquent offenses as well as student conduct that requires immediate intervention to maintain safety, as described below. The Parties acknowledge that many acts of student conduct that may contain all the necessary elements of a criminal offense are best handled through the school’s disciplinary process. The EFL shall read the student code of conduct for both the District and the school and seek clarification on any questions the EFL has.

The principal or principal’s designee and the EFL shall use their reasoned professional judgment and discretion to determine whether EFL involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal and delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school administrators rather than the EFL deal with low-level offenses including but not limited to...
misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to personal property. School staff shall not ask an EFL to serve as a school disciplinarian or enforcer of school regulations.

In instances of student conduct that do not require a law enforcement response, including any incident involving misconduct by a student under 12 years of age, the principal or principal’s designee shall determine the appropriate disciplinary response, allowing the student to remain in school unless doing so would pose a serious safety or security risk. The principal or principal's designee should prioritize school or community-based accountability programs and services, including but not limited to, peer mediation, restorative justice, and mental health resources, whenever possible.

For student conduct that requires immediate intervention to maintain safety (whether or not the conduct involves criminal conduct), the EFL may act to de-escalate the immediate situation (where feasible) and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the EFL when they have a reasonable and articulate fear of an imminent threat to their safety or the safety of students or other personnel.

The EFL shall inform the principal or principal's designee, where practicable, to facilitate supportive intervention by school staff on behalf of the student in an emergency situation where a student may be in immediate need of emergency medical or psychological assistance. Such intervention is appropriate when a school nurse, psychologist, or social worker is not available, and the EFL believes that failure to intervene would create a substantial likelihood of serious harm to the student, other students, school personnel or result in destruction to school property by reason of mental illness or psychological trauma.

When the EFL or other Police Department employees have opened a criminal investigation, school personnel shall not interfere with such investigation or act as agents of law enforcement. To protect their roles as educators, school personnel shall assist in a criminal investigation only as witnesses or to otherwise share information consistent with Section VI, except in cases of emergency. Nothing in this paragraph shall preclude the principal or principal's designee from undertaking parallel disciplinary or administrative measures that do not interfere with a criminal investigation.

The EFL shall consult with the principal or principal’s designee prior to an arrest whenever practicable, and the student’s parent or guardian shall be notified as soon as practicable after an arrest. A summons is the preferred method for bringing all juveniles to court unless there is reason to believe the juvenile will not appear upon a summons. In the event of an investigation by the EFL that leads to custodial questioning of a juvenile student, the EFL shall notify the student’s parent/guardian or interested adult in advance and offer them the opportunity to be present during the interview.

At least annually, it shall be the responsibility of the District to provide training and information to educators and other school staff on the distinct roles of school administration and EFLs in addressing student conduct, consistent with this Section and this Agreement, as well as the Standard Operating Procedures accompanying this Agreement and described in Section X.

III. The Process for Selecting the EFL
The Parties acknowledge that the selection of the EFL is important to achieving the purpose, goals, and objectives of this MOU, and that it is important for the Parties and the school community to have a positive perception of and relationship with the EFL.

In accordance with state law, the Chief of Police shall assign an officer whom the Chief believes would foster an optimal learning environment and educational community and shall give preference to officers who demonstrate the requisite personality and character to work in a school environment with children and educators and who have received specialized training including, but not limited to: continuing professional development in child and adolescent development, conflict resolution and diversion strategies, de-escalation tactics, trauma informed practices, diversity, equity, and inclusion, behavioral health and any other training required by the Municipal Police Training Committee established in Section 116 of Chapter 6. The Chief of Police, or any employee of the state police assigning an officer, shall work collaboratively with the Superintendent in identifying officers who meet these criteria and in selecting the officer who is ultimately assigned as the EFL.

Should the Superintendent request assignment of an EFL and the Chief, in consultation with the Superintendent, determines there are not sufficient resources to assign an EFL to serve the city, town, regional school district, or county agricultural school, the Chief shall consult with the Department of State Police regarding the option of an officer being assigned, subject to appropriation, and pursuant to all requirements under the MOU and governing state law (e.g., regarding EFL training).

The Chief shall consider the following additional factors in the selection of the EFL:

- Proven experience working effectively with youth;
- Demonstrated ability to work successfully with a population that has a similar racial and ethnic makeup and language background as those prevalent in the student body, as well as with persons with physical and mental disabilities, including persons with special educational needs, persons on the autism spectrum, and persons with behavioral health challenges;
- Demonstrated commitment to making students and school community members of all backgrounds feel welcomed and respected;
- Demonstrated commitment to de-escalation, diversion, and/or restorative justice, and an understanding of crime prevention, problem-solving, and community policing in a school setting;
- Knowledge of school-based legal issues (e.g., confidentiality, consent), and demonstrated commitment to protecting students’ legal and civil rights;
- Knowledge of school safety planning and technology;
- Demonstrated commitment and ability to engage in outreach to the community;
- Knowledge of school and community resources;
- A record of good judgment and applied discretion, including an absence of validated complaints and lawsuits, documented in annual reviews conducted pursuant to Section VII.

In endeavoring to assign an EFL who is compatible with the school community, the Chief shall receive and consider input gathered by the Superintendent from the school principal(s) and representative groups of teachers, parents, and students, in addition to the Superintendent. In accordance with state law, the Chief shall not assign an EFL based solely on seniority.
The Chief shall consider actual or apparent conflicts of interest, including whether an officer is related to a current student at the school to which the officer may be assigned as an EFL. As part of the application process, officers who are candidates for an EFL position shall be required to notify the Chief about any relationships with current students or staff members or students or staff members who are expected to join the school community (e.g., children who are expected to attend the school in the coming years). Any EFL who has a familial or other relationship with a student or staff member that might constitute an actual or apparent conflict of interest shall be required to notify the EFL’s appointing authority at the earliest opportunity. The appointing authority shall determine the appropriate course of action, including whether to assign another officer to respond to a particular situation, and will advise the EFL and the District accordingly. Nothing in this paragraph is intended to limit the ability of the EFL to respond to emergency situations in District schools.

IV. Annual Review of the EFL

In accordance with state law, the Chief and the Superintendent shall annually review the performance of the EFL, including the success and effectiveness in meeting the goals and objectives of this MOU. The review shall be conducted at the end of each school year in a meeting among the EFL, the Chief, and the Superintendent. A copy of the review shall be supplied to each attendee.

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the EFL’s performance. The review shall include measures that reward the EFL’s performance, subject to the terms of any applicable collective bargaining agreements, for compliance with the terms of this Agreement and the EFL’s contributions to achieving the mission, purpose, goals, and objectives as set forth in Sections I and II. The review shall consider EFL efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess the extent of the EFL’s positive interactions with students, families, and staff and the EFL’s participation in collaborative approaches to problem-solving, prevention, and de-escalation.

The Chief and Superintendent shall provide a mechanism for receiving feedback from the school community, including principal(s), teachers, students, and families of the school(s) to which the EFL is assigned. The Chief shall seriously consider any such feedback and shall make a good faith effort to address any concerns raised; however, the final selection and assignment of the EFL shall be within the sole discretion of the Chief. If the Superintendent recommends that the EFL not be assigned to a specific school, the Chief shall provide an explanation of any decision to maintain the EFL’s assignment.

To monitor specific trends in and around the school communities, the NBPD Patrol Service will maintain and share with NBPS disaggregated statistical data through monthly EFL reports and crime analysis.

The DAO will provide NBPD and NBPS with regular reports on pending charges and adjudications by the juvenile justice system. The signatory parties agree that this MOU and its implementation will be reviewed by the parties annually to determine if any inadequacies exist and further agree to revise the MOU as may be appropriate, upon the agreement of the parties, to further the safety and welfare of the school community. Furthermore, the signatory parties will meet annually thereafter to review the provisions contained within the MOU as well as the implementation of it. Amendments, with the agreement of each party, may be made from time to time, as desirable.
The NBPS School Safety and Security Office, NBPD, and the appropriate school administrators will promptly discuss any complaints regarding actions of any signatory party of the agreement within the bounds of collective bargaining agreements and applicable confidentiality laws/procedures if such a conference is necessary to maintain operational efficiency and a professional work environment.

V. Mechanisms to Incorporate the EFL Into the School Environment, Including School Safety Meetings

The Parties acknowledge that proper integration of the EFL can help build trust, relationships, and strong communication among the EFL, students, and school personnel.

The District shall be responsible for ensuring that the EFL is formally introduced to the school community, including students, parents, and staff. The introduction shall include information about the EFL's background and experience, the EFL's role and responsibilities, what situations are appropriate for EFL involvement, and how the EFL and the school community can work together, including how and when the EFL is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the EFL's work. The introduction for parents shall include written information on procedures for communicating with the EFL in languages other than English. The EFL shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.

The EFL shall regularly be invited to and attend staff meetings, assemblies, and other school convenings. The EFL shall also be invited to participate in educational and instructional activities, such as instruction on topics relevant to criminal justice and public safety issues. If the District has access to a student rights training through a community partner or the District Attorney's Office, the school shall consider offering such a training to students, where practicable, at the start of each school year. The EFL shall make reasonable efforts to attend such training. The EFL shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

The Parties acknowledge that the EFL may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an Individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents or guardians of such students of the opportunity to offer the EFL access to the portions of the IEP document or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents or guardians to decide whether to permit the EFL to review such documents. The consent of the parent or guardian must be informed and in writing. The consent must specifically designate the exact IEP or 504 Plan documents to be shared, describe the purpose for sharing the record, and specifically authorize access to the EFL. Whenever possible, the school shall make available a staff member who can assist the EFL in understanding such documents and, as appropriate, take other actions to help the student, the student's family, and the EFL to develop a positive relationship.

The EFL shall participate in any District and school-based emergency management planning. The EFL shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g) (see further information in Section VI).
VI. Information Sharing Between EFLs, School Staff, and Other Partners

The Parties acknowledge the benefit of appropriate information sharing for improving the health and safety of students and also the importance of limits on the sharing of certain types of student information by school personnel. The Parties also acknowledge there are distinctions between personally identifiable information about students contained in education records and information about students not contained in such records as well as student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

A. Points of Contact for Sharing Student Information

To facilitate prompt and clear communications, the Parties acknowledge that the principal (or principal's designee) and the EFL are the primary points of contact for sharing all types of student information in accordance with this Agreement. The Parties also acknowledge that, in some instances, other school officials or Police Department employees may serve as key points of contact for sharing information. Such school officials and Police Department employees are identified below [identify by title, not name]:

EFL Supervisor

B. Compliance with FERPA and the Massachusetts Student Record Regulations

At all times, school officials must comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA), and the Massachusetts Student Records Regulations, 603 CMR 23.00. These rules permit disclosures of personally identifiable information about students ("Student PII") contained in educational records, without consent, under specific circumstances.

When the Distinct "has outsourced institutional services or functions" to the EFL consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA and 603 CMR 23.07(3) of the Massachusetts Student Records Regulations, the EFL can qualify as a "school official" who can access, without consent, Student PII contained in education records about which the EFL has a "legitimate educational interest." To demonstrate compliance with 34 C.F.R. § 99.31(a)(1)(i)(B), the Parties affirm and agree to the following:

1. School safety is an institutional service for which the District would otherwise use its employees.
2. The District will only disclose to EFLs Student PII in education records for the purposes consistent with Sections I and II of this agreement.
3. The EFL is subject to use and re-disclosure requirements in FERPA and the Massachusetts Student Records Regulations, 34 C.F.R. §§99.33(a), 603 CMR 23.07.(4). The EFL will use Student PII contained in education records only for the purposes described in paragraph 2 (directly above) of this section and will not re-disclose Student PII contained in education records to outside parties, who are not "school officials," without consent or unless the disclosure satisfies an exception to FERPA or the Massachusetts Student Records Regulations.
4. The District will update its annual notification, required under 34 C.F.R. § 99.37(a) and 603 CMR 23.10, to include EFLs as “school officials” and to describe purposes from paragraph 2 (directly above) of this section among “legitimate educational interests” for accessing education records. If the District does not update the annual notification accordingly, the EFL’s access will be limited to education records not containing Student PII, non-education records containing Student PII, and education records containing Student PII disclosed for health and safety emergencies, as described in 34 C.F.R. §§99.31(10), 99.36.

Consistent with 34 C.F.R. §§99.31(10) and 99.36 of FERPA, the EFL (or other Police Department employee identified in Section V.A.) may gain access, without consent, to Student PII contained in education records “in connection with an emergency if knowledge of the [Student PII] is necessary to protect the health or safety of the student or other individuals.”

FERPA and the Massachusetts Student Records Regulations apply only to Student PII contained in education records. These rules do not apply to Student PII contained in records of a Law Enforcement Unit or to communications or conversations about what school staff have observed or derived from sources other than education records.

In addition to FERPA and the Massachusetts Student Records Regulations, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including, as applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other rules that protect data privacy. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to disclose such information beyond what is contemplated in this Agreement unless required by state or federal law. The Parties shall not collect or disclose information on a student's immigration status except as required by law.

C. Disclosure to a Law Enforcement Officer or Agency

As required by section 37L of chapter 71 of the General Laws, school department personnel and EFLs shall not disclose to a law enforcement officer or agency, including local, municipal, regional, county, state and federal law enforcement, through an official report or unofficial channels, including, but not limited to, text, phone, email, database and in-person communication, or submit to the department of state police's Commonwealth Fusion Center, the Boston Regional Intelligence Center or any other database or system designed to track gang affiliation or involvement, any information relating to a student or a student's family member from its databases and other recordkeeping systems including: (i) immigration status; (ii) citizenship; (iii) neighborhood of residence; (iv) religion; (v) national origin; (vi) ethnicity; or (vii) suspected, alleged, or confirmed gang affiliation, unless it is germane to a specific unlawful incident or to a specific prospect of unlawful activity the school is otherwise required to report. Nothing in this paragraph shall prohibit the sharing of information: (i) for the purposes of completing a report pursuant to section 51A of chapter 119; (ii) upon the specific, informed written consent of the eligible student, parent or guardian; (iii) to comply with a court order or lawfully issued subpoena; (iv) in connection with a health or safety emergency pursuant to the provisions of 603 C.M.R. 23.07(4)(e); or (v) for the purposes of filing a weapon report with the local chief of police pursuant to this section.
D. Information Sharing by School Personnel

1. For Law Enforcement Purposes

Where the principal or principal's designee learns of conduct by a student for which a law enforcement response may be appropriate (as described in Section II), the principal should inform the EFL. If a teacher has information related to such conduct, the teacher should communicate such information to the principal or the principal's designee. The Parties agree that the sharing of such information does not necessarily require a law enforcement response on the part of the EFL but shall instead prompt a careful consideration of whether the conduct is best addressed by law enforcement action, by a school disciplinary response, or by other alternative school-based methods that may include but are not limited to: restorative practices, positive behavior interventions and supports, mediation, conflict resolution and other evidence-based strategies.

Notwithstanding the foregoing, if student information is obtained solely during a communication with school staff deemed privileged or confidential due to the staff member’s professional licensure, such communication shall only be disclosed with proper consent or if the communication is subject to the limits and exceptions to confidentiality and is required to be disclosed (e.g., mandatory reporting, immediate threats of harm to self or others). Additionally, if such student information is gathered as part of a “Verbal Screening Tool for Substance Abuse Disorders,” such information shall only be disclosed pursuant to the requirements of G.L. c. 71, § 97.

The Parties acknowledge that there may be circumstances in which parents or guardians consent to the disclosure of student information for law enforcement purposes (e.g., as part of a diversion program agreement) and that the sharing of information under such circumstances does not violate this Agreement.

The Parties also acknowledge that, from time to time, an emergency situation may arise that poses a real, substantial, and immediate threat to human safety or to property with the risk of substantial damage. School personnel having knowledge of any such emergency situation should immediately notify or cause to be notified both the Police Department (or the EFL if appropriate to facilitate a response) and the principal or principal’s designee. This requirement is in addition to any procedures outlined in the school’s student handbook, administrative manual, and/or School Committee policy manual.

Nothing in this section or this Agreement shall prevent the principal or principal’s designee from reporting possible criminal conduct by a person who is not a student. Nothing in this section or this Agreement shall prevent school personnel from complying with reporting requirements in state law, including those found in G.L. c. 71, § 37L, G.L. c. 269, § 18, and G.L. c. 71 § 37O.

2. For Non-Law Enforcement Purposes

Based on their integration as part of the school community, EFLs may periodically require access to student information for purposes that fall outside of the EFL’s law enforcement role outlined in Section II.
Student information received by the EFL (or other Police Department employee identified in Section VI.A.) that is not related to criminal conduct risking or causing substantial harm shall not be used to take law enforcement action against a student but may be used to connect a student or family with services or other supports. Prior to such a disclosure, whenever possible, the principal or principal’s designee shall notify the student’s parent/guardian, the student, or both, when such information will be shared with the EFL.

E. Information Sharing by the EFL with the Principal or Principal’s Designee

Subject to applicable statutes and regulations governing confidentiality, the EFL shall inform the principal or principal’s designee of any arrest of a student, the issuance of a criminal or delinquency complaint application against a student, the EFL’s perception that a student may be in immediate need of emergency medical or psychological assistance, or a student’s voluntary participation in any diversion or restorative justice program if:

- The activity involves criminal or delinquent conduct that poses a (present or future) threat of harm to the physical well-being of the student, other students or school personnel, or school property;
- The making of such a report would facilitate supportive Intervention by school personnel on behalf of the student (e.g., because the EFL may be aware of a situation outside of school suggesting the student may benefit from supportive services in school).

When the EFL observes or learns of student conduct in school for which a law enforcement response is appropriate (as described in Section II), the EFL shall convey to the principal or principal’s designee as soon as reasonably possible the fact of that conduct and where practicable the nature of the intended law enforcement response.

VII. Organizational Structure, Including Supervision of EFLs, Lines of Communication between the School District and Police Department, and Complaint Resolution

The EFL shall be a member of the Police Department and report directly to NBPD EFL Supervisor. To ensure clear and consistent lines of communication, the EFL shall meet at least monthly with the principal or principal’s designee and any other school officials identified in Section VI.A. The EFL shall ensure that the principal remains aware of material interactions and information involving the EFL’s work, including, but not limited to, arrests and searches of students’ persons and property, consistent with Section VI.D.

The salary and benefits of the EFL shall be covered by New Bedford Police Department (NBPD). The costs of the training required by this Agreement and any other training or professional development shall be paid by NBPD.

It is recommended that the EFL’s be provided a designated space/office with access to a telephone and a computer at their assigned school locations. NBPS will assist with providing the appropriate technology equipment.
The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the EFL. The system shall comply with Police Department policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the EFL consistent with the EFL’s due process rights and any applicable employment protections.

All students, parents, guardians, teachers, and administrators shall be informed of the complaint resolution system and procedures at the beginning of each school year. Upon execution, the complaint resolution system should be placed on file at the office of the Chief of Police, the Superintendent, and the Department of Elementary and Secondary Education.

The Parties shall develop and implement a system that allows for the EFL and other Police Department officers to register concerns, including concerns about misconduct by teachers or administrators, that may arise.

VIII. Training for EFLs

In accordance with section 23 of chapter 253 of the Acts of 2020, the Municipal Police Training Committee shall provide training for EFLs including but not limited to:

(i) the ways in which legal standards regarding police interaction and arrest procedures differ for juveniles compared to adults;
(ii) child and adolescent cognitive development, which shall include instruction on common child and adolescent behaviors, actions and reactions as well as the impact of trauma, mental illness, behavioral addictions such as gaming and gambling disorder, and developmental disabilities on child and adolescent development and behavior;
(iii) engagement and de-escalation tactics that are specifically effective with youth; and
(iv) strategies for resolving conflict and diverting youth in lieu of making an arrest.

Such program shall also include training related to:
(i) hate crime identification and prevention training curriculum including acquisition of practical skills to prevent, respond to and investigate hate crimes and hate incidents and their impact on victim communities;
(ii) anti-bias, anti-racism and anti-harassment strategies;
(iii) identification of youth at risk of or who are being commercially sexually exploited;
(iv) bullying and cyberbullying; and
(v) helping school resource officers interact effectively with school personnel and victim communities and building public confidence with cooperation with law enforcement agencies.

Additional areas for continuing professional development may include:
- Restorative justice practices
- Cultural competency in religious practices, clothing preferences, identity, and other areas
- Positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships

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• Relationship building and positive youth development
• Understanding and protecting civil rights in schools
• Special education law
• Student privacy protections and laws governing the release of student information
• School-specific approaches to topics like cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The EFL shall attend a minimum of 12 hours.

Where practicable, the District shall also encourage school administrators working with EFLs to undergo training alongside EFLs to enhance their understanding of the EFL’s role and the issues encountered by the EFL.

IX. Data Collection and Reporting

In accordance with section 37P(d) of chapter 71 of the General Laws, “[a]nnually, not later than August 1, the superintendent shall report to the department of elementary and secondary education and publicly present to the relevant school committee: (i) the cost to the school district of assigning a school resource officer; (ii) a description of the proposed budget for mental, social or emotional health support personnel for the school; and (iii) the number of school-based arrests, citations and court referrals made in the previous year disaggregated as required by the department of elementary and secondary education.”

To accomplish this, the Parties agree that:

• The Superintendent shall submit such reports and data to the Department annually, not later than August 1, according to the guidance and rules contained in relevant Data Handbooks issued by the Department. With respect to item (iii) above, the Department must receive individual student level data from the District on school-based arrests, citations and court referrals made in the previous academic year.

• The Chief agrees to provide the District with regular access to data in their possession, on an individual level, as needed to fulfill the District’s data reporting responsibilities.

X. Accompanying Standard Operating Procedures

The Chief, in consultation with the Superintendent, shall establish operating procedures to provide guidance to EFLs about daily operations, policies, and procedures. At a minimum, the operating procedures as established by the Chief shall describe the following for the EFL and shall be consistent with this Agreement:

1. the school resource officer uniform;
2. use of police force, arrest, citation, and court referral on school property;
3. a statement and description of students’ legal rights, including the process for searching and questioning students and circumstances requiring notification to and presence of parents and administrators;
4. chain of command, including delineating to whom the EFL reports and how school administrators and the EFL work together;
5. performance evaluation standards, which shall incorporate monitoring compliance with this Agreement and use of arrest, citation, and police force in school;

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6. protocols for diverting and referring at-risk students to school and community-based supports and providers; and
7. information sharing between the EFL, school staff, and parents or guardians.

XI. Effective Date, Duration, Applicability, and Modification of Agreement

This Agreement shall be effective as of the date of signing.

This Agreement shall be reviewed annually prior to the start of the school year. This Agreement remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon execution of this Agreement by the Parties, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The District or school shall annually file the Agreement with the Department of Elementary and Secondary Education. The Parties shall also provide this Agreement to the EFL, the principals of any schools where the EFL will work, and any other individuals whom they deem relevant or who request it.

[Signatures]

Name: Thomas Anderson
Superintendent of Schools
Date: 7/13/2022

Name: Paul Oliveira
Chief of Police
Date: 7/13/2022