MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW BEDFORD PUBLIC SCHOOLS
AND
NEW BEDFORD POLICE DEPARTMENT

Educational Facilities Liaison (formerly School Resource Officer) Program &
Other Law Enforcement Responses to School-Based Incidents

A. 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; and inform the Parties' collaborative relationship to best serve the school community.

B. MISSION

The above law enforcement agency and NBPS, enter into this Memorandum of Understanding (MOU) for the purpose of establishing and approving the Educational Facilities Liaison Program, defining specific duties and responsibilities, and establishing a working protocol for exchanging information and addressing matters of concern cooperatively with the goal of maintaining and enhancing a safe and secure learning environment for students, staff, and the New Bedford Public School community within Bristol County, Massachusetts. The parties agree:

- 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.

C. STRUCTURE AND GOVERNANCE
The Parties acknowledge the importance of clear structures and governance for the EFL Program. The Parties agree that communicating these structures to the school community, including teachers and other school staff, students, and families, is important to the success of the EFL Program.

I. New Bedford Police Department Duties and Responsibilities

An Educational Facilities Liaison (EFL) is a sworn uniformed law enforcement officer trained in emergency preparedness, crisis management, community policing concepts, and problem solving who is assigned to work as a resource to NBPS.

Duties:

- EFL’s will acknowledge the authority of the principal, as the administrator of the school, at all times as to matters within the scope of his/her authority.
- EFL’s will assist school staff in enhancing safety within their assigned schools and serve as a liaison between his/her agency and NBPS officials for school and police-related concerns and incidents.
- As a priority, EFL’s, in coordination with school administrative staff, will provide training and presentations about law enforcement or school-related topics useful for students, staff, school administrators, school security, parents, guardians and other law enforcement agency personnel to aid efforts to enhance the safety of the school environment.
- EFL’s will assist in calls for service at their assigned schools and incidents occurring around their schools when they are available to respond. The responding EFL’s and/or the appropriate police department’s unit having follow-up responsibility will investigate these calls for service at the direction of the patrol supervisor(s) in a way that, to the greatest extent possible, minimizes disruption to the school day and classroom instruction.
- EFL’s will meet regularly with parents, guardians, teachers, principals, other school administrators, and students to be proactive and discuss any relevant items.
- EFL’s will act as a resource and assist with emergency preparedness, to include participating in lock-down, shelter in place, and evacuation drills, as well as safety awareness education to all grade levels as appropriate.
- EFL’s will serve as a point of contact to deliver law enforcement programs such as crime prevention, conflict resolution and mediation, drug and alcohol awareness, anti-bullying, violence prevention, gang awareness, and community relations and outreach.
- EFL’s will maintain contact with beat officers who patrol the area around their schools for the purpose of sharing information and generating discussions pertaining to community concerns.
- EFL’s will maintain contact with members of their agency’s gang units to stay informed regarding current gang trends, share information, coordinate interventions, and support gang investigations.
- EFL’s will assist with traffic safety and enforcement activities in and around their assigned school areas.
- When needed, the EFL’s will coordinate assistance at major school events such as athletic events, large dances, or other activities.
▪ The EFL’s will coordinate familiarization training (walkthroughs), to include review of the schools’ emergency response plan/procedures, for responding officers within the district. These walkthrough trainings will be coordinated with school administration.

▪ Provide advance notice to and obtain approval from the principal or the principal’s designee prior to conducting and “ride-along” visits on school premises, including with parents, guardians, or community members. EFL’s will ensure that visitors respect student privacy and minimize disruption.

▪ The EFL will inform the principal or principal’s designee of their duty schedule on a weekly basis, including, whenever possible, any obligations that require them to leave school premises.

▪ The EFL’s role is NOT to be used to enforce NBPS policies, rules, regulations, and/or procedures.

▪ The EFL’s will have no special law enforcement emphasis while performing their duties and responsibilities. While on NBPS property, the EFL’s have full authority as sworn police officers. All enforcement actions will be taken in accordance with appropriate Federal, State, County and Local laws, and involved law enforcement agency policies and procedures. NBPS and the appropriate school staff will be notified of any actions taken in accordance with normal practice and any appropriate agreements between NBPD and NBPS.

▪ All arrests of students made on school grounds, by the EFL or another officer, during regular day school or evening school hours, sanctioned school events on campus or off, will be shared with the Principal and NBPS Safety and Security Office.

**EFL Supervisor:**

The NBPD will appoint a designated supervisor for its EFL’s. An EFL roster, including supervisor, shall be provided to NBPS on an annual basis, two weeks before the start of each school calendar year, or as needed if personnel should change. The list should include current contact information; (i.e., work/cell/office telephone numbers and an e-mail address for each EFL and supervisor).

The NBPD Police Chief and/or designee will coordinate training within the EFL Program, attend meetings with NBPS principals and/or administrators, and act as the point of contact for the NBPD and NBPS to assist with resolving any conflicts or matters of concern.

The NBPD Sergeant and Police Chief Administrative Lieutenant will be notified by a NBPD officer’s supervisor of any incidents involving any use of force on school property and notify the NBPD Patrol Service Chief.

Principals also should meet on a quarterly basis with their supervisor to provide feedback on their EFL’s.

**NBPS Principals/Senior Administrators:**

The principal is responsible for administering and supervising the total school program, including the safety and security for students and staff and providing educational leadership for the students and staff consistent with NBPS educational goals.
The principal or designee is the primary source of administrative disciplinary consequences and interventions. The NBPS Code of Conduct provides detailed information and administrative disciplinary consequences and will guide the school-based responses to address particular misbehavior.

The EFL’s and law enforcement agencies will work with the principal when responding to school-based incidents involving students and will work together with NBPS staff to de-escalate those incidents. Principals or their designees will make every effort to notify EFL’s and/or any other law enforcement officer who responds to a school-based incident if any student involved has a disability, limited English proficiency, or other special needs and that may require special treatment or an accommodation while addressing the incident.

OUTCOMES

- Enhanced safe and secure learning environment for students, staff, and the school community within Bristol County, Massachusetts.
- NBPS and the NBPD have an effective emergency preparedness plan and response in the event of an emergency, disaster, crisis, or dangerous situation.
- Increased efficiency of communication between local law enforcement agencies, other government agencies, and NBPS in an emergency, disaster, crisis, or dangerous situation.
- Enhanced relationships and communications among NBPD, NBPS, administrators, staff, students, parents/guardians, and community stakeholders.

D. ROLES AND RESPONSIBILITIES OF THE EFL, SCHOOL ADMINISTRATORS AND STAFF IN STUDENT MISBEHAVIOR

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

Under state law, the EFL shall not serve as a school disciplinarian, enforcer of school regulations, or in place of school-based mental health providers, and the EFL shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior, nor be the primary responder.

- The principal or his or her designee shall be responsible for student code of conduct violations and routine disciplinary violations.
- The EFL shall be responsible for investigating and responding to criminal misconduct. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school’s disciplinary process.
- The EFL shall read and understand the student code of conduct for both the District and the school.

The principal or his or her designee and the EFL shall use their reasoned professional judgment and discretion to determine whether EFL involvement is appropriate for addressing specific acts
of student misbehavior. In such instances, the guiding principle is whether misbehavior rises to
the level of criminal conduct that poses:

- Real and substantial harm or threat of harm to the physical or psychological well-being
  of other students, school personnel, or members of the community.
- Any incident in which any individual is reasonably believed to be selling or distributing
  alcohol or any controlled substance, as defined in M.G.L. Ch. 94C;
- The possession of a weapon, as defined in M.G.L. Ch. 269 § 10, or G.L. Ch. 71 § 37 H (a),
  and/or the Student Handbook.
- Any incident involving a child suffering an injury resulting from physical, psychological,
  and/or sexual abuse which causes substantial risk of harm to the child's health or
  welfare, to include neglect (in addition a report shall be filed with Department of
  Children and Families);
- Any incident involving an actual or suspected hate crime or violation of civil rights under
  M.G.L. 265 § 37 and § 39 or 18 U.S.C. § 249;
- Any sexual assault, including but not limited to rape, assault with intent to rape,
  indecent assault and battery, as well as any lewd and lascivious behavior, open
  and gross lewdness, indecent exposure, or incident of gender-based harassment, "sexting",
  "sextortion" or possession or dissemination of sexually explicit photographs of a student
  or a child under the age of eighteen.
- Real and substantial harm or threat of harm to the property of the school.

For student misbehavior that requires immediate intervention to maintain safety (whether or
not the misbehavior involves criminal conduct), the EFL may act to de-escalate the immediate
situation 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 fear for
their safety or the safety of students or other personnel.

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 only assist in a criminal investigation
as witnesses or to otherwise share information consistent with Section V, except in cases of
emergency. Nothing in this paragraph shall preclude the principal or his or her designee from
undertaking parallel disciplinary or administrative measures that do not interfere with a criminal
investigation.

A student shall only be arrested on school property or at a school-related event as a last resort
or when a warrant requires such an arrest. The principal or his or her designee shall be
consulted prior to an arrest whenever practicable, and the student’s parent or guardian shall be
notified as soon as practicable during or after an arrest. 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 or guardian in advance and offer them the opportunity to be present during the
interview.

It shall be the responsibility of the NBPS to make teachers and other school staff aware of the
distinct roles of school administration and EFLs in addressing student behavior, consistent with
this Section and this Agreement, as well as the Standard Operating Procedures accompanying
this Agreement and described in Section VIII.
E. SELECTION PROCESS FOR SCHOOL RESOURCE OFFICERS

In accordance with state law, the Chief 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 in child and adolescent cognitive development, de-escalation techniques, and alternatives to arrest and diversion strategies. The Chief 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.

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 who have physical and mental disabilities;
- 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; and
- Public speaking and teaching skills.

EFL positions will be formally announced by the NBPD. The selection process will include the submission of a memorandum of interest from officer(s), review of personnel files, and a formal interview that includes the participation of an NBPS school administrator as deemed appropriate by the Superintendent including the NBPS Director of School Safety and Security or designee.

In accordance with state law, the Chief and the Superintendent shall annually review the performance of the EFL and the success and effectiveness of the Program in meeting the Goals and Objectives. 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.

F. TRAINING

Officers who are selected to join the program will be required to attend and successfully complete the prescribed hours of training provided by the NBPD within three months of being selected. Training should be specific to the following areas: role of an EFL, review of the current EFL MOU, EFL's specific agency policies/procedures involving juvenile arrest/investigations, legal
updates, review of the NBPS Code of Conduct and applicable security policies, emergency preparedness and responses to critical incidents (criminal, weather, national disasters), threat assessment training, mediation and conflict resolution, childhood and adolescent development, alcohol/drug awareness, gang awareness, diversity/race relations, truancy, child abuse and neglect, and county/community-based support and outreach resources. NBPD and NBPS will work together each year to assess the current level of training and new proposals. EFLs will participate in routine NBPS staff meetings, professional development and any additional specialty training that the parties agree is in the best interest of the EFL program.

EFL’s will maintain familiarity with, and be respectful of, the current version of the NBPS Code of Conduct and the Massachusetts Department of Elementary and Secondary Education’s policies, rules, regulations, and procedures regarding student discipline and other school norms.

G. MEETINGS AND SCHOOL EVENTS

Annual Meetings

On an annual basis (preferably the first meeting should be held at least two weeks before the start of the school year), NBPD Police Chief and/or designee will meet with NBPS leadership and community stakeholders to discuss current matters of mutual interest, including MOU implementation issues and joint training opportunities.

School-Based Meetings and Events

It is highly recommended that EFL’s be invited to school administrative and security meetings within their assigned schools, and they are expected to attend if the meeting is during regular the school hours.

The EFL shall regularly be invited to and attend staff meetings, assemblies, and other school convening’s. 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. The EFL shall not be utilized for support staffing, such as hall monitor, substitute teacher, or cafeteria duty.

Monthly Data Review

On a monthly basis, the NBPS Department of School Safety and Security shall consult with the NBPD Chief Administrative Lieutenant to review data on EFL reports of arrest and other interventions during the prior month. At the earliest opportunity, the parties will address and debrief specific cases of interest with the intent to enhance the quality of the program.

H. ON-SITE ACCOMODATIONS FOR EFL’s

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.

I. COLLABORATION, MENTORING, AND REVIEW OF EFL PROGRAM
School administrators and NBPD officials are encouraged to meet periodically at the school community level to establish and foster good working relations.

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 District Attorney’s Office will provide NBPD and NBPS with regular reports on pending charges and adjudications by the juvenile justice system.

The Chief and Superintendent shall jointly develop and agree in advance on the metrics for measuring the EFLs performance and the success and effectiveness of the Program. 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 the previous sections. 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 signatory parties agree that this MOU and its implementation will be reviewed by the parties annually in order to determine if any inadequacies exist and further agree to revise the MOU as may be appropriate, upon the agreement of the parties, in order 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.

J. INFORMATION SHARING AND INVESTIGATIONS

The sharing of appropriate and timely information between the NBPD and the NBPS is critical to the mission of maintaining and enhancing a safe and secure learning environment. Within the context of the EFL Program, the sharing of information will follow the protocols below between the NBPD and NBPS in accordance with applicable federal, state and local laws.

1. Reporting Critical incidents Involving Students or Others on School Property.

   The parties agree that the offenses set forth in Section J (1) (a) and J (1) (b), termed “critical incidents” that occur on NBPS property (e.g., school buses, NBPS sponsored events including extra-curricular activities) shall be reported to the NBPD by the principal, administrator-in-charge or designee as soon as practicable so that the agency can determine the appropriate law enforcement response in accordance with the procedures in Section J (2) below. Such notification must be made by direct
communication with the EFL, if immediately available, or to the NBPD Communication Center (911) or (508) 991-6350, with the exception of rape and/or sexual assault, which shall be reported directly to the Juvenile Division of the New Bedford Police Department at 508-991-6350 extension 79539. Voice mail messages to the EFL is not sufficient and must be followed with a call to 911.

a. **Critical Incidents Where Police Shall Take the Lead in Investigating.** The NBPD shall take the lead in investigating the following critical incidents, in accordance with the procedures in Section J (2).

- Death
- Rape and/or sexual assault with another by force or threat of force
- Arson (willful and maliciously set fire) or verbal or written threat of arson
- Manufacture or possession of a destructive device (explosive, incendiary, or toxic material combined with a delivery or detonating apparatus or modified to do so)
- Knowingly make false reports about the location or detonation of a destructive device
- Robbery/attempted robbery (taking property of another from his person or in his presence by force, reasonable fear of violence, or intimidation whether the perpetrator is armed or unarmed)
- Hate crime (harassing a person or damaging property of a person because of his/her race, color, religious beliefs, sexual orientation, or national origin)
- Possession of a firearm, knowingly brought onto or brandished upon school property, or knowingly brandishing or using any other dangerous or deadly weapon, including any device designed or manipulated to shoot any projectile, to cause harm.
- Distribution or manufacture of a controlled substance
- Gang related incident/crime

b. **Critical Incidents Where Police May Take the Lead in Investigating Depending on the Circumstances.** After reporting the following critical incidents to the NBPD, the principal or designee shall consult with the EFL or other law enforcement officers responding to the incident to determine who should take the lead in investigating depending on the totality of the circumstances; provided, however, that the NBPD shall take the lead in investigating, in accordance with the procedures in Section J (2) below, in any case in which: (i) there is evidence that the alleged perpetrator is not a student; and/or (ii) there is a serious and imminent threat to the safety of the school and its community. As circumstances warrant, those on scene may consult with appropriate NBPS staff including, the Department of School Safety and Security, supervisors in the NBPD, or the NBPD Juvenile Division. (If the NBPD does not take the lead in the initial investigation, that determination does not preclude subsequent law enforcement action.)

- Physical attack on another that requires medical attention outside of the school health office
• Theft (any single incident or series of incidents committed by the same perpetrator where the value of the stolen property is $500 or more)
• Possession of a potentially dangerous or deadly weapon on school property that is knowingly brandished or used to cause harm
• Possession of, and/or possession with intent to distribute, a controlled dangerous substance (whether or not law enforcement takes the lead in the investigation, NBPS staff shall turn over to the NBPD any substance that comes into their possession that they suspect to be a controlled substance.

c. **Compliance with FERPA and Other Confidentiality Requirements.** At all times, school officials must comply with FERPA. This federal statute permits disclosures of personally identifiable information about students contained in educational records (“Student PII”), without consent, only under specific circumstances.

When the District “has outsourced institutional services or functions” to the EFL consistent with 34 C.F.R. § 99.31(a)(1)(i)(B) of FERPA, the EFL qualifies as a “school official” who can access, without consent, Student PII contained in education records about which the EFL has a “legitimate educational interest.”

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.”

These are the only circumstances in which an EFL may gain access, without consent, to education records containing student PII (such as IEPs, disciplinary documentation created by a school, or work samples).

FERPA does not apply to communications or conversations about what school staff have observed or to information derived from sources other than education records.

In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and state student record regulations at 603 C.M.R. 23.00. 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 share such information beyond the sharing contemplated in this Agreement unless required to be shared by state or federal law. The Parties shall not collect or share information on a student’s immigration status except as required by law.

d. **Releasing Student Information.** Notwithstanding any other provision of this agreement, the parties shall fully comply with the Family Educational Rights Act (FERPA) and all other applicable state or federal laws regarding the confidentiality of student information. As well as NBPS Regulation JRA or JRA-R
Student Records. Information obtained by school staff may be shared with a law enforcement officer/agency or District Attorney's Office as long as the information is not derived from school records. For example, information received orally from a student may be shared, even if later recorded in a written statement used by school staff for disciplinary purposes. Information from school records can be shared under any one of the following circumstances:

- "Directory information" unless the parent/guardian has asked specifically that such information be kept confidential
- With consent of the parent/guardian or adult student
- In response to a subpoena from the Court, including a subpoena from the District Attorney's Office
- In a specific situation that presents imminent danger to students or members of the community or that requires an immediate need for information in order to avert or diffuse serious threats to the safety of health of a student or other individual

2. Information Sharing by School Personnel

a. For Law Enforcement Purposes

Where the principal or his or her designee learns of misconduct by a student for which a law enforcement response may be appropriate (as described in Section IV), he or she should inform the EFL. If a staff member has information related to such misconduct, he or she may communicate this information directly to the EFL in the presence of the principal or his or her designee. The Parties agree that the sharing of such information shall not and should not necessarily require a law enforcement response on the part of the EFL but shall and should instead prompt a careful consideration of whether the misconduct is best addressed by law enforcement action, by a school disciplinary response, or by some combination of the two.

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 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 the Police Department (or the EFL if appropriate to facilitate a response) and the principal or his or her 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 his or her designee from reporting possible criminal conduct by a person who is not a student.

b. 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 IV.

Student PII received by the EFL (or other Police Department employee identified in Section V.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 his or her designee shall notify the parent, the student, or both, when such information will be shared with the EFL.

c. Information Sharing by the EFL

The EFL shall provide such information whether the activity takes place in or out of school, consistent with the requirements of G.L. c. 12, § 32 (Community Based Justice information-sharing programs) and G.L. c. 71, § 37H (setting forth potential disciplinary consequences for violations of criminal law).

When the EFL observes or learns of student misconduct in school for which a law enforcement response is appropriate (as described in Section IV), the EFL shall convey to the principal or his or her designee as soon as reasonably possible the fact of that misconduct and the nature of the intended law enforcement response, and when the EFL observes or learns of student misconduct that does not merit a law enforcement response, but that appears to violate school rules, the EFL shall report the misconduct whenever such reporting would be required for school personnel.

3. Investigation of Critical Incidents Occurring on School Property

NBPS shall immediately notify NBPD of all critical incidents as described in both Sections J (1) (a) and J (1) (b) of this agreement. The NBPD will respond promptly to such incidents or will keep the school staff advised of any delay in the response of officers.

For those critical incidents in which the NBPD takes the lead in the investigation, NBPS will limit its administrative investigation of the critical incident to ascertaining basic facts
and doing what is necessary to stabilize the situation until a law enforcement officer arrives, absent exigent circumstances. For such critical incidents, NBPS will defer taking written statements from students and/or witnesses, thereby permitting the NBPD the opportunity to do so. In addition, NBPS shall consult with NBPD to determine whether it is appropriate to notify the school community and the timeline for so doing.

If requested by NBPS for purposes of conducting its own disciplinary processes within the timeframes mandated by state law, the law enforcement agency shall provide copies of written student and witness statements to NBPS within 72 hours, if feasible, of the critical incident, with the approval of the District Attorney’s Office and shall make the determination after consultation with NBPD. The NBPD will assist NBPS with its administrative procedures by providing the relevant information requested (including a synopsis of relevant facts) in order that statutory and administrative deadlines may be met and by providing witness statements in any closed investigations.

The principal and his/her designee shall be present during any interview conducted by the NBPD on school property and may interview the individual after the officer has concluded his/her interview. Students should be questioned by the NBPD, when necessary, in a manner and at a time that is age-appropriate, minimizes disruption of the school day and/or classroom instruction, and is consistent with all applicable laws and regulations. When questioning of students by law enforcement officers occurs on school property, NBPS staff will strive to promptly contact the student’s parent/guardian to inform them of the nature of the incident, unless the investigation involves suspected child abuse or neglect.

In the event that the NBPD has not arrived, and school dismissal is about to occur, NBPS will notify NBPD, and NBPS may conduct an administrative investigation, including taking student and witness statements. The NBPD understands that NBPS does not have the authority to arrest individuals or hold them for the NBPD.

4. **Arrests and Other Law Enforcement Actions**

Absent and immediate public safety need to stop an illegal activity, effect an arrest, and/or seize evidence, EFL’s and other law enforcement officers will collaborate with the principal or his/her designee prior to a law enforcement action to assess the totality of the circumstances and applicable agreements/legal guidelines, and address the matter in a manner that is the best interest of the student and welfare of the school community. If circumstances do not allow for consultation prior to law enforcement action, the parties will come together as soon as possible thereafter to address the matter. Every opportunity should be made to debrief especially critical incidents at the appropriate time to identify lessons learned.

a. **Circumstances to consider under the totality of circumstances regarding law enforcement action include:**

- Absence or presence of perceived intent
- Whether the matter is solely administrative in nature or involves a criminal nexus
• Input from the District Attorney’s Office on appropriate charges, if any, in instances of ambiguity and/or exceptional circumstances not clearly addresses by the criminal code
• Whether or not the offender was coerced and/or threatened to participate in the inappropriate behavior. (i.e. gang coercion, threat of retaliation, etc.)
• Which least proposed action (physical arrest, paper arrest, citation, suspension, mediation, counseling, etc.) will achieve the desired goal of correcting behavior while being accountable to all stakeholders within the school community
• Administrative and/or delinquent history of the offender
• The student’s age
• Cultural or linguistic factors, as well as any student disability or other special needs, that may provide context to understand student behavior
• Other mitigating circumstances.

When an arrest of a student or adult on school premises and/or during school hours is necessary, it shall be done in such a manner as to avoid both embarrassment to the student being arrested and jeopardizing the safety and welfare of other students. In addition, every effort shall be made by school officials to inform the parent/guardian immediately. After an arrest of a student is made on school premises, law enforcement officers shall not engage in further questioning and remove the student from the school premises as soon as practicable, except in circumstances that pose a serious and immediate threat to school safety.

5. Serious Incidents in the Community

In addition to the required notification of reportable offenses committed by students in the community, the NBPD will notify NBPS as soon as practicable of any serious incident involving NBPS, facilities, students, or staff that the law enforcement agency reasonably believes will impact NBPS operations in order for appropriate measures to be taken by NBPS to address the impact. Examples include:

• Death of a student or staff member
• Child abuse or neglect, including sexual offenses
• Serious or life-threatening injury to a student or staff member
• Hostage-barricade, criminal suspect at large, or hazardous materials incident that may affect students and/or staff
• Gang related incident/crime
• After-hours property damage to an NBPS facility, school, bus, or other vehicle

K. GANG AWARENESS AND PREVENTION

In addition to the gang awareness activities specified elsewhere in the MOU, pursuant to the 2014 Massachusetts Safe and Supportive Schools law, the parties will collaborate to develop and implement gang awareness, prevention, and intervention programs for NBPS students and their families with a focus on outreach to at-risk NBPS students.
The NBPD will assist NBPS in developing ongoing training on gang awareness for NBPS staff. The parties further agree to meet regularly to address current trends in gang activity; and NBPS will convene regular school security meetings for the middle schools and high schools to ensure the coordination of gang prevention, intervention, and suppression efforts.

L. EFFECTIVE DATE, DURATION, 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 Parties shall also share copies of this Agreement with the EFL, any principals in schools where the EFL will work, and any other individuals whom they deem relevant or who request it.

In witness, thereof, the parties have executed the Memorandum of Understanding on this _____ day of ___________ 2021.

APPROVED

Thomas Anderson
Superintendent of Schools
New Bedford Public Schools

Date

Paul Oliveira
Chief of Police
New Bedford Police Department

Date

ADDENDUM:

For the 2021 – 2022 school year, New Bedford Public Schools and the New Bedford Police Department agree to assess the effectiveness of the Educational Facilities Liaison (formerly called School Resource Officer) Program.

The NBPS Superintendent and/or designee and the NBPD Police Chief and/or designee agree to meet a minimum of 4 times between September 2021 and June 2022 to review the EFL program.

Thomas Anderson
Superintendent of Schools
New Bedford Public Schools

Paul Oliveira
Chief of Police
New Bedford Police Department