

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE NEW BEDFORD SCHOOL COMMITTEE**  
**AND**  
**THE NEW BEDFORD EDUCATORS ASSOCIATION**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the New Bedford School Committee (the “Committee” or “NBPS”) and the New Bedford Educators Association (the “Association”) (collectively the “Parties”).

**WHEREAS**, the Parties have entered into a collective bargaining agreement for the period commencing July 1, 2025 through and including June 30, 2028 which determines the terms and conditions of employment for individuals employed by NBPS whose professional positions are represented by the Association (“employees”); and

**WHEREAS**, NBPS has selected an online tool for communications to and from NBPS parents/guardians called “ParentSquare”; and

**WHEREAS**, NBPS commenced training employees in the use of ParentSquare in or about April 2025; and

**WHEREAS**, the Association on behalf of its members has raised certain questions regarding their use of ParentSquare and filed a charge pursuant to G.L. c. 150E, § 10 concerning the impacts of NBPS’s decision, No. MUP-25-11758; and

**WHEREAS**, NBPS and the Association wish to work collaboratively to provide families and professional employees with a unified platform for communication and to resolve any areas of uncertainty and concern regarding training in and use of ParentSquare;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. The foregoing “Whereas” clauses are incorporated by reference and are made a material part of this Agreement.
2. NBPS and the Association agree that NBPS shall continue to utilize an online tool for parent/guardian communications.
3. The Parties agree that NBPS has provided, and shall continue to provide, professional development sessions for employees concerning the use of any such tool, including Parent Square. Such professional development regarding ParentSquare has taken place, and shall continue to take place, within the employees’ workday as established by the CBA. Nothing herein shall prevent an employee from voluntarily accessing the NBPS webpage and linked resources regarding the tool. Nothing in this

Agreement shall prevent an employee from voluntarily seeking assistance from NBPS Technology staff in using the online system.

4. NBPS agrees that, acting in its discretion, it has provided and shall continue to provide employees with electronic devices necessary to use systems for online parent/guardian communication.

5. The Parties agree that employees shall not be required to use their personal devices for online parent/guardian communications systems, including ParentSquare, nor shall they be required to download the application for such parent/guardian communication systems to their personal devices.

6. The Parties agree that employees who do not wish to receive push notifications to their personal devices may opt out of those notifications. It is understood that employees who opt out will not receive text messages related to school cancellations or other matters, some of which may be time sensitive and/or safety related. An employee who wishes to opt out shall provide written notification to NBPS's Office of Human Capital Services. An employee who has opted out is not barred from opting in at a future date.

7. NBPS agrees that if it becomes part of a data privacy alliance, no data containing an employee's personal information, including but not limited to contact information, shall be shared with the alliance or with any other member of the alliance.

8. The Parties agree that the Office of Human Capital Services shall issue an email to all bargaining unit employees which includes a Google Form regarding training on ParentSquare. The email will be sent on or before Monday April 27, 2026. Employees will have until 5 PM on Monday, May 4, 2026 to complete the form and alert the District if they have not yet received training. Of those who respond that they have not yet received training, and have not received training, will be offered training during the 2025 – 2026 school year by the District's IT Team (or other qualified personnel) during an administratively directed period.

9. Upon execution of this agreement, the Association shall withdraw its Charge of Prohibited in No. MUP-25-11758 with prejudice.

10. The Parties agree that the terms and provisions of their CBA remain in full force and effect as written and that none are changed, modified, or amended by this Agreement. The sole exception to the foregoing sentence is the extent to which any terms and provisions of the CBA are inherently inconsistent with the express language of this Agreement, in which case this Agreement shall prevail. The Parties further agree that this Agreement establishes no binding practice or precedent with respect to any matter other than the express subject matter of this Agreement.

**WHEREFORE**, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives this \_\_\_\_ day of April, 2026.

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For the  
New Bedford School Committee

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For the  
New Bedford Educators Association