

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on the 28<sup>th</sup> day of August, 2017, by and between the Borough of Union Beach (Borough) along with the Union Beach Police Department, (UBPD) 650 Poole Avenue, Union Beach 07735 and the Union Beach Board of Education, 1207 Florence Avenue, Union Beach, NJ 07735.

**Whereas**, the Union Beach Board of Education (BOE) desires security coverage by the UBPD during certain times at Memorial School; and

**Whereas**, the Borough, UBPD, and BOE desire to enter into this MOU for the purpose of facilitating this request pursuant to N.J.S.A. 40A:65-1.

Therefore, the parties agree as follows:

- a) The Borough will provide an off-duty, full-time, UBPD Officer or Union Beach Special II Officer (Officer) from 8:00 a.m. to 3:30 p.m. each full school day during the 180 day school year that the students are present. The Borough will also provide an Officer for extra-curricular events during the school year on an as needed basis at the request of School Administration (Administration). It is estimated by Administration that these services will be required for approximately thirty (30) events during the school year. Payment for both of these services is described under "Terms of Payment" below. Administration will provide as much notice as possible to the UBPD when the extracurricular coverage is required but no later than Friday afternoon for the upcoming week commencing on the following Monday.
- b) All Officers assigned to the school will be full-time Union Beach Police Officers or Union Beach Class II Special Officers employed by the Borough and certified by the NJ Police Training Commission.
- c) A daily activity log will be maintained by the UBPD and Officers hours for each day will be confirmed in writing by School Administration. The Borough's Chief of Police, with input from the Superintendent of Schools, will prepare a department policy document for this detail.
- d) The Chief of Police, or his representative, is responsible for the scheduling of the Officers for this detail.
- e) Officers assigned to this detail are to maintain their post at the school at all times. If the Officer must leave his/her post for any reason authorized by department administration, a qualified replacement Officer will be assigned by the UBPD within a reasonable amount of time to complete the shift. The intent is to ensure that the school is covered by an Officer during all scheduled hours.

- f) Officers assigned to this detail shall remain employees of the UBPD and subject to its rules and regulations while performing their obligations under this MOU. Officers shall further observe all BOE policies and regulations to the extent not inconsistent with their duties. The BOE shall not be considered an employer under this agreement. The BOE and the UBPD shall each be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the UBPD, its Officers, employees or agent, in the performance of the obligations assumed by the UBPD pursuant to this MOU.
- g) The Borough and UBPD will do everything within its power to comply with the terms set forth herein. If it is determined that UBPD is unable, or has failed to comply with the terms herein, the BOE, upon adequate and specific notice, shall establish a probationary period within which the UBPD must resolve all deficiencies. If, at the end of such an established probationary period, the UBPD continues to be unable or has failed to correct all deficiencies, the BOE, at their discretion, may further extend the probationary period or terminate this agreement.
- h) At the direction of either the superintendent of schools or the Memorial School principal, the UBPD Officer on duty in the school to provide security coverage may be released from his/her in-school duties to transport a staff member to a recognized facility for medical attention.

Should the officer be so directed by the superintendent or the principal, neither s/he nor the Borough will be responsible or liable for any incidents that may occur at the school or on school property during this absence.

Based on the specific circumstances of the incident, the officer will either return to the school with the staff member after the treatment is administered or remain with the staff member until an individual agrees to provide return transportation, at which time the officer may leave the staff member at the facility and return to the school.

**Terms of Payment:**

The BOE would pay to the Borough the sum of \$62,775.00 (180 X 7.5 X \$46.50) for a full 180 day "Instructional Day" school year of services described above. For days where the students have "late arrival" or "early dismissal", the Officer will be on site one half hour before arrival and one half hour after dismissal. While most of these days would result in no less than a five (5) hour shift for the Officer, in the event of less hours, the minimum daily payment for an "Instructional Day" would be four (4) hours. For days where the school does not open at all, there is no compensation due the Borough from the school nor the Borough to the Officer.

Payment to the Borough for the extracurricular coverage will be at the rate of \$46.50 per hour with a two (2) hour minimum for each event using 30 minute increments.

The Borough will provide an invoice for actual hours worked for all these services by the 10<sup>th</sup> of the month for the previous month's services to be paid by the end of that month.

**Term of Agreement:**

The Term of this Agreement commences on Wednesday, September 6, 2017 and runs through the conclusion of the 2017-2018 school year. This agreement may be renewed for subsequent years with the written approval of all parties. The BOE may cancel this agreement for convenience upon 30 days notice to the Borough and UBPD.

**Assignment:**

The parties may not assign any rights or delegate any obligations under this MOU without the prior written consent of the other party, which consent shall not be unreasonably withheld. This MOU shall be binding upon the successors, legal representatives and permitted assigns of the parties.

**Publicity:**

Neither party shall use the name of the other party in any announcements, press releases or advertisements, or for any commercial purpose, without the prior written consent of the other.

**No Third-Party Beneficiaries**

This MOU is for the benefit of the parties only. None of the provisions of this MOU are for the benefit of, or enforceable by, any third party.

**Entire Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents and agreements.

**Amendments/Controlling Document**

If, by mutual agreement, changes to the provisions of this MOU are necessary, such changes shall be made by a written amendment signed by both parties.

**Severability**

If any provision of this MOU is found to be unenforceable in any jurisdiction, the balance of this MOU shall not be affected by the unenforceable provision, and such provision, shall, if feasible, be modified in scope so that it becomes enforceable.

**Notices**

All notices required or permitted under this MOU shall be in writing and sent by hand delivery, courier or certified mail, return receipts requested, to the other party's address set forth below. Notices shall be effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this section.

Robert M. Howard, Jr.  
Borough Administrator  
Borough of Union Beach  
650 Poole Avenue  
Union Beach, NJ 07735


Dr. Scott Ridley  
Superintendent of Schools  
Union Beach Memorial School  
221 Morningside Avenue  
Union Beach, NJ 07735

Police Chief Michael J. Woodrow  
Union Beach Police Department  
650 Poole Avenue  
Union Beach, NJ 07735

**Governing Law**

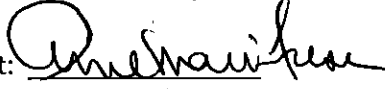
This MOU shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to conflict of law principles.

IN WITNESS WHEREOF, the Borough of Union Beach, Union Beach Police Department and Union Beach Board of Education.

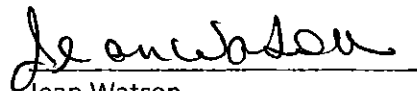
Borough of Union Beach  


Mayor Paul J. Smith, Jr.

Date: 8/24/17

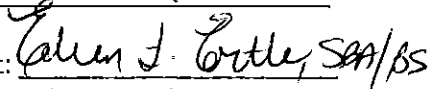
Attest:   
Anne Marie Friscia  
Municipal Clerk

Union Beach Board of Education




Jean Watson

Board President  
Date: 9/25/17

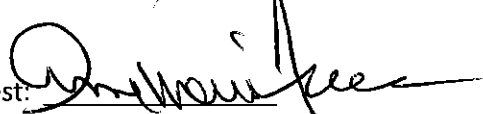
Attest:   
Eileen F. Ertle  
Board Secretary

Union Beach Police Department



Police Chief Michael J. Woodrow

Date: 8/23/17

Attest:   
Anne Marie Friscia  
Municipal Clerk