

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN the HASTINGS ON HUDSON UNION FREE SCHOOL DISTRICT (hereinafter referred to as (“District”)) and CENTURY PROTECTIVE SERVICES, INC. (hereinafter referred to as “Century”) (together referred to as the “Parties”);

WHEREAS, Century and the District have an Agreement for the provision of Security Services to the District, dated July 17, 2019 (“Agreement”); and

WHEREAS New York State Education Law §2801-a (10), as amended effective July 1, 2019, requires that the roles and areas of responsibility of school personnel, security personnel and law enforcement be defined and requires that the role of school discipline be clearly delegated to the school administration;

NOW, THEREFORE, it is mutually agreed by and between the parties that:

1. This Memorandum of Understanding (“MOU”) shall be an Addendum to the July 17, 2019 Agreement by and between the Parties and shall modify and supersede any provision of the Parties’ July 17, 2019 Agreement for the period from July 1, 2019 through June 30, 2020 which is inconsistent.
2. The roles and areas of responsibility of Century shall be as defined by the Parties’ July 17, 2019 Agreement for the period from July 1, 2019 through June 30, 2020. Such security functions include, but are not limited to, visitor control, patrol of school buildings/ grounds/property, making recommendations on security needs/improvements and safety concerns, detecting hazards, safeguarding students and staff, safeguarding District property, preventing and reporting criminal activity or violations of the District’s Code of Conduct, and emergency response. It is the role of Century to report and/or escort to District/School administration any student who is involved in criminal activity or violations of the Code of Conduct, but not to be involved in the administration or implementation of discipline.
3. The role of school discipline is expressly delegated and reserved to the District/School administration who shall administer school discipline in accordance with the Districtwide Safety Plan and the District’s Code of Conduct. The Agreement between Century and the District for the period from July 1, 2019 through June 30, 2020, together with this MOU, shall be incorporated into and published as part of the District’s Districtwide Safety Plan for the 2019-2020 school year.
4. The rights, responsibilities and expectations for behavior of students, staff and visitors/ members of the public while on District property are set forth in the District’s Code of Conduct, which is incorporated by reference in this Memorandum of Understanding. Century shall be cognizant of such rights, responsibilities and expectations in providing contracted security services to the District and shall act in accordance with the District’s Code of Conduct.
5. It is expressly understood that the Agreement and MOU shall not be assigned or transferred without the prior written consent of the other party.

6. Should any provision of the Agreement and MOU for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of the Agreement/MOU. Such remaining provisions shall remain in full force and effect as if the Agreement and MOU had been executed with the invalid provision(s) eliminated.
7. The Agreement and MOU constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the Parties relating to the subject matter of the Agreement.
8. The Agreement and MOU may not be changed orally, but only by an Amendment, in writing, signed by authorized representatives of both Parties.
9. The Agreement and MOU, and any additional amendments to this Agreement, will not be in effect until agreed to in writing and signed by authorized representatives of both Parties.
10. All Parties agree to abide by any and all applicable Federal, State, and/or local laws in connection with the performance of its obligations pursuant to the Agreement and MOU.

SO AGREED:

Nelson V. Soracco
President & CEO
Century Protective Services, Inc.

Date: _____

Douglas Sundheim
Board President
Hastings on Hudson Union Free School District

Date: _____

Valerie J. Henning-Piedmonte, Ed.D.
Superintendent of Schools
Hastings on Hudson Union Free School District

Date: _____