

MEMORANDUM OF UNDERSTANDING (MOU)
Between Township of Union Public Schools and Pomptonian
Work-Based Learning Partnership
2025–2026 School Year

This Memorandum of Understanding (MOU) is entered into by and between **Township of Union Public Schools**, located at 855 Lehigh Ave, Suite 200, Union, NJ 07083, and **Pomptonian Food Service**, located at 3 Edison Place, Fairfield, NJ 07004, collectively referred to as “the Parties.”

1. Purpose

The purpose of this MOU is to establish a cooperative relationship between Township of Union Public Schools and Pomptonian to provide students, ages 16–21, with meaningful **Work-Based Learning (WBL)** experiences during the 2025–2026 school year. These opportunities aim to support student development in career readiness, and employability skills.

2. Student Participation

Students from two groups will participate:

High school students (ages 16–18) will work on tasks such as stocking snack carts during school hours.

Transition program students (ages 18–21) will assist with stocking drinks and working with baked goods (e.g., cookies) during school hours.

Only minor students who have submitted a parental permission form may be eligible to participate in the program.

3. Pomptonian Responsibilities

Pomptonian agrees to:

Provide a structured and supervised work environment for participating students.

Assign staff as workplace mentors to provide guidance and monitor student progress.

Collaborate with school staff to ensure that tasks align with students’ Individualized Education Program (IEP) goals, when applicable.

Maintain a safe and appropriate workplace in compliance with applicable labor and safety laws.

Notify the school promptly of any concerns or incidents involving students.

4. District Responsibilities

Township of Union Public Schools agrees to:

Provide necessary support staff, such as job coaches or paraprofessionals, to accompany students as needed.

Ensure students receive appropriate training, support, and preparation prior to and during their worksite experience.

Maintain communication with Pomptonian staff to support student progress and resolve any issues collaboratively.

Ensure that student placements comply with all NJDOE Work-Based Learning guidelines and Special Education regulations.

5. Confidentiality

The Parties agree to maintain the confidentiality of any student information and records, in compliance with FERPA and all applicable federal and state laws.

6. Term and Termination

This MOU will be effective from **September 1, 2025** through **June 30, 2026**.

Either party may terminate this MOU with written notice at least 30 days in advance.

7. Non-Discrimination

Both Parties agree to comply with all applicable federal and state non-discrimination laws and policies.

8. Liability

Each party agrees to be responsible for its own acts and omissions and any liabilities arising therefrom, consistent with applicable laws.

IN WITNESS WHEREOF, the parties have executed this MOU as of the dates written below.

Township of Union Public Schools

By:

Name: _____

Title: _____

Date: _____

Pomptonian Food Service

By:

Name: _____

Title: _____

Date: _____

UNION TOWNSHIP BOARD OF EDUCATION - RIDER

This Rider is incorporated fully into the terms of the attached Memorandum of Understanding between _____ (“WBL Partner”) for a Work-Based Learning program and the Union Tp. Board of Education, for the 202 -202 academic school year.

I. RESPONSIBILITIES OF WBL PARTNER

A. Background Check.

If requested by the District, WBL Partner shall provide criminal background check including fingerprints for all personnel who are providing services in school facilities.

B. Sexual Abuse/Child Abuse Disclosure Release Form

WBL Partner shall comply with the Sexual Abuse/Child Abuse Disclosure requirements of P.L. 2018, c.5, N.J.S.A. 18A:6-7.7 (“PTT Law”), and hereby consents to any inquiries required by that law that may be performed by the Board.

WBL Partner agrees to indemnify, defend and hold the Board and its respective officers, employees and agents harmless from and against any suits, actions, liabilities, claims, damages and expenses including, without limitation, costs of investigation, expert witness fees, and attorney fees for the defense of the underlying suit, arising out of or in any manner connected with WBL Partner’s compliance with its obligations under the PTT Law, including services performed under this MOU, or anyone directly or indirectly employed by it, for any acts or omissions for which WBL Partner may be legally liable with respect to the PPT Law. If in any given case a court rules that WBL Partner is not negligent and/or did not breach its statutory duty, then WBL Partner would have no obligation to defend and indemnify the Board.

II. INDEMNIFICATION

Each Party, subject to the provisions of the New Jersey Tort Claims Act and availability of appropriated funds, shall 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 its employees, agents or contractors, in the performance of the obligations assumed by the party pursuant to this MOU. Each Party is hereby released from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under State or Federal law, to the extent caused solely out of or in connection with the other Party's performance of the obligations assumed pursuant to this Agreement.

WBL Partner

BOARD OF EDUCATION

(signed)

(signed)

Print Name/Title

Print Name/Title