

Memorandum of Understanding By and Between the Archdiocese of Newark, The Bergen County Prosecutor's Office and Michael Fugee, in His Individual and Vocational Capacities.

Article 1 – Preamble

The parties to this Memorandum of Understanding pledge their commitment to honor both the letter and the spirit of the provisions contained herein. This Memorandum of Understanding permits a resolution of the criminal matter of State of New Jersey v. Michael Fugee, Bergen County Indictment No. S-2512-01, and will serve to protect the interests of all the signatory parties.

Article 2 – History

On March 19, 2001 Michael Fugee, a Roman Catholic Priest, was charged with the crimes of Criminal Sexual Contact and Endangering the Welfare of a Child.

On October 17, 2001 a Bergen County Grand Jury returned Indictment No. S-2512-02; charging defendant with: Count One - second degree Sexual Assault by Sexual Contact (please note that this count was amended to third degree Aggravated Criminal Sexual Contact pursuant to N.J.S.A. 2C:14-3a); Count Two - third-degree Aggravated Criminal Sexual Contact; Count Three - third degree Endangering the Welfare of a Child by Sexual Conduct pursuant to N.J.S.A. 2C:24-4a; and Count Four - Endangering the Welfare of a Child by Sexual Conduct.

The matter was tried by a jury beginning April 7, 2003. On April 11, 2003, a jury convicted defendant of aggravated criminal sexual contact, a crime of the third degree and acquitted defendant of endangering the welfare of a child.

On September 5, 2003, defendant was sentenced to five years probation on the condition that he perform 500 hours of community service; obtain continued psychological counseling; register as a sex offender pursuant to Megan's Law; and community supervision for life along with the requisite fines and penalties.

Defendant filed an appeal of his conviction on October 20, 2003.

In a written opinion dated April 17, 2006, the Appellate Division reversed defendant's conviction and remanded the matter for a new trial on the basis that

¹ Defendant was ultimately tried on Counts 2 and 4 only. The other counts were dismissed on the State's motion.

the jury instructions authored by the trial court failed to provide adequate guidance on the issue of defendant's supervisory authority.

Pursuant to an agreement reached by Michael Fugee and The Bergen County Prosecutor's Office, Michael Fugee has resolved his outstanding criminal charges by entering the Pre-Trial Intervention Program (PTI) pursuant to N.J.S.A. 2C:43-12.

Article 3 - Pre-Trial Intervention

Pursuant to a negotiated resolution with the Bergen County Prosecutor's Office as memorialized in an Order signed by the Honorable Donald R. Venezia, J.S.C., Defendant Michael Fugee will enter into and successfully complete the Pre Trial Intervention (PTI) program for a period of two (2) years. As specific conditions of PTI, Michael Fugee will undergo sex-offender specific counseling/therapy and have no contact with the alleged victim of his crimes, hereinafter referred to as D.D. Additionally, as part of his employment/vocation with the Roman Catholic Church, he shall not have any unsupervised contact with or any duties that call for the supervision/ministry of any child or children under the age of 18. As part of this PTI agreement and a separate Consent Order, Michael Fugee shall abide by this specific condition beyond the period of PTI and for as long as he is a priest and/or employed/assigned within the Roman Catholic Church. Upon successful completion of PTI, Bergen County Indictment No. S-2512-02 will be dismissed. However, should Michael Fugee fail to successfully complete PTI, the charges pursuant to Indictment No. S-2512-02 will become active again.

Article 4 - Agreements and Responsibilities

It is agreed and understood that the Archdiocese shall not assign or otherwise place Michael Fugee in any position within the Archdiocese that allows him to have any unsupervised contact with or to supervise or minister to any minor/child under the age of 18 or work in any position in which children are involved. This includes, but is not limited to, presiding over a parish, involvement with a youth group, religious education/parochial school, CCD, confessions of children, youth choir, youth retreats and day care.

It is agreed and understood that Michael Fugee shall not accept any position within the Archdiocese of Newark or any Archdiocese under which he is assigned and/or placed that allows him to have any unsupervised contact with or to supervise or minister to any child/minor under the age of 18 or work in any position in which children are involved. This includes, but is not limited to, presiding over a parish, involvement with a youth group, religious education/parochial school, CCD, confessions of children, youth choir, youth retreats and day care.

It is agreed and understood that this Memorandum of Understanding extends beyond, and will continue after, the period of Michael Fugee's PTI and applies to any transfers of Michael Fugee within the Roman Catholic Archdioceses.

It is agreed and understood that in the event of a transfer of Michael Fugee outside the Newark Archdiocese, the Archdiocese shall notify the Bergen County Prosecutor's Office prior to Michael Fugee's transfer and the Archdiocese shall further supply the diocese, person or office in charge of any location to which Michael Fugee is transferred, a copy of this Memorandum. The Diocese, office and or person in charge of each such transferred position shall be bound by this agreement as if it were authored by them.

It is further agreed and understood that in the event of a transfer of Michael Fugee, by the Archdiocese, Michael Fugee shall notify the Bergen County Prosecutor's Office prior to Michael Fugee's transfer and that he shall further supply the diocese, or office to which he is transferred a copy of this Memorandum.

Article 5 – Consent Order of Michael Fugee

This Memorandum of Understanding shall be incorporated into a Consent Order entered into by Michael Fugee and the Office of the Bergen County Prosecutor. Any violation of such order shall be subject to the laws of New Jersey and Michael Fugee shall be subject to the jurisdiction and venue of the Superior Court of New Jersey, Bergen County. Any and all costs associated with litigation relevant to a purported violation of this Memorandum of Understanding and accompanying Consent Order shall be borne by Michael Fugee.

Michael Fugee knowingly and voluntarily waives any procedural defenses to the validity and enforcement of the Memorandum of Understanding and accompanying Consent Order.

Article 6 – Scope of Memorandum of Understanding

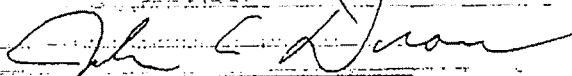
The terms of this Memorandum of Understanding and accompanying Consent Order shall survive any dismissal of Indictment No. S-2512-02.

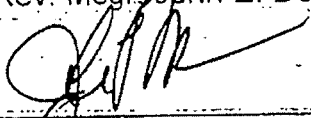
Any expungement of Michael Fugee's criminal charges shall have no effect on the terms of this Memorandum of Understanding and accompanying Consent Order.

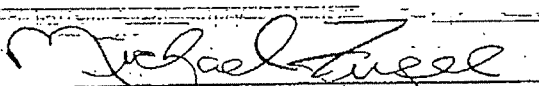
For the purposes of interpretation of this agreement it shall be deemed to have been drafted by Michael Fugee and the Archdiocese of Newark.

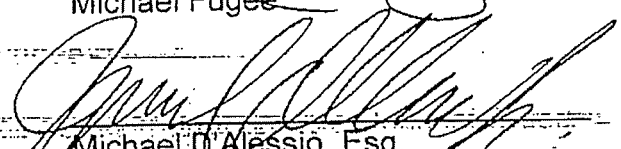
The terms of this Memorandum of Understanding cannot be altered, modified, amended or otherwise changed without the express written consent of each of the parties hereto.

On this 18 day of July, in the year 2007.


Rev. Msgr. John E. Doran, Vicar General


John L. Molinelli
Bergen County Prosecutor


Michael Fugee


Michael D'Alessio, Esq.
Attorney for Michael Fugee