Attachment A

Comprehensive Equity Plan Statement of Assurance 2020-2021

School District, Charter School or Renaissance School Project Information School Year 2020-2021:	
Name of County: Bergen	
Name of School District/Charter School/Renaissance School Project: South Hackensack	
Address: Dyer Avenue, South Hackensack, NJ 07606	
Affirmative Action Office (AAO): Carla Moreno Telep	hone #: 201-440-2782 x 141
AAO Email: cmoreno@shmemorial.org	
Alternate Contact Person: Jason Chirichella Telep	hone #: 201-440-2782 x 143
Title: Principal	
Email: ichirichella@shmemorial.org	
 The school district, charter school or renaissance school project has reviewed its implementation strategies for school year 2019-2020 and provides assurance that the Implementation timeline has been met at each school within the district, charter school or renaissance school project, if applicable. The areas of noncompliance as indicated in the CEP have met specific indicators of achievement at each site, if applicable, during this previous school year. The school district, charter school or renaissance school project will continue to fully implement the NJDOE approved Comprehensive Equity Plan. The district, charter school or renaissance school project will achieve and maintain compliance with all applicable laws, codes, and regulations governing equity in education including, but not limited to: NJ.S.A.18A:36-20; N.J.S.A.10:5; N.J.A.C. 6A:7; Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; Individuals with Disabilities Education Act (I.D.E.A.) of 1997. 	
Certification: By signing below, the Chief School Administrator or Charter or Renaissance School Project Lead Person certifies that all statements above are true and correct:	
Name and Title: Gregorio Maceri, Superintendent	
Signature: Dupo M	
Date: June 22, 2020	

LINKAGE AGREEMENT BETWEEN THE SOUTH HACKENSACK BOARD OF EDUCATION AND THE SOUTH BERGEN JOINTURE COMMISSION 2020-2021 SCHOOL YEAR

THIS AGREEMENT, made this 27th day of May 2020 between the South Hackensack Board of Education, with an address of the South Hackensack Memorial School, Dyer Avenue, South Hackensack, New Jersey 07606 ("the Board"), and the South Bergen Jointure Commission, with an address of 500 Route 17 South, Suite 307, Hasbrouck Heights, New Jersey 07604 ("SBJC") is for the 2020-2021 School year beginning September 1, 2020 and ending June 30, 2021.

WHEREAS, the Board desires to enter into an agreement with the SBJC for the provision of full day special education instructional services; and

WHEREAS, the SBJC desires to provide full day special education instructional services and other compensation to the Board; and

WHEREAS, the Board desires to provide the SBJC with the facilities and classrooms necessary for the provision of full day special education instructional services; and

THEREFORE, in consideration of the mutual covenant herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and SBJC agree as follows:

1. The Board agrees to provide the SBJC with four (4) full size classrooms at the South Hackensack Memorial facility to be used for the provision of full day special education instructional services for two classes of up to six (6) high functioning kindergarten autistic students each, a class of up to six (6) high functioning first grade autistic students, and a class of up to six (6) high functioning second grade autistic students. The Board shall retain sole discretion in deciding which rooms will be designated for use by the SBJC.

- 2. The Board agrees to provide the SBJC with instructional space for the provision of related services such as occupational therapy, physical therapy and speech therapy.
- 3. The Board agrees to provide the SBJC with custodial services at the South Hackensack Memorial facility, including providing reasonable facility supplies.
- 4. The Board agrees to provide supervision for the SBJC related to the provision of full day education instructional services in the absence of an on-site principal from the SBJC.
- 5. The Board agrees to provide the SBJC with nursing services for SBJC students as allowed under Title 18A and other applicable provisions of New Jersey law, which includes distribution of medication for SBJC students as allowed by law.
- 6. The Board agrees to include a maximum of twenty four (24) SBJC students in special area classes at the South Hackensack Memorial School contingent upon space and availability. Special area classes are defined as: Physical Education, Art, Music and Computers.
- 7. The Board agrees to mainstream a maximum of twenty four (24) students into academic classes at the South Hackensack Memorial School when appropriate. The decision to mainstream students shall be agreed upon by (a) the South Hackensack Child Study Team, (b) the participating teachers, (c) the Superintendent of the South Hackensack School District, and (d) shall be contingent upon space and availability in each classroom.
- 8. The Board agrees to invite the SBJC to participate, at the SBJC's sole cost and expense, in the following South Hackensack Memorial School activities: (a) field trips; (b) assemblies; and (c) PEO sponsored activities
 - 9. The Board agrees to provide meeting space, depending upon availability.
 - 10. The SBJC agrees to follow the South Hackensack Memorial School Calendar.
- 11. In addition the foregoing, the SBJC agrees to provide special education instructional services on a classroom period basis for a maximum of two (2) South Hackensack

Memorial School students. The decision to provide special education instructional services on a classroom period basis shall be agreed upon by (a) the South Hackensack Child Study Team, (b) the participating teachers, (c) the Superintendent of the South Hackensack School District, (d) The Superintendent of the SBJC and (e) shall be contingent upon space and availability in each classroom.

. . .

- 12. The SBJC agrees to allow its staff to provide the South Hackensack Memorial School faculty with professional development/consultation activities during common planning time on an as-needed basis. Designated training will be approved by the SBJC superintendent and/or their designee.
- 13. In addition to providing special education instruction pursuant to Paragraphs 11 and 12, the SBJC agrees to remit payment to the Board in an aggregate amount of Two Hundred Forty Three Thousand Five Hundred Seventy Five (\$243,575.00) dollars which will represent payment in full for the term of 2020-2021 school year. Payment shall be made in ten (10) equal monthly installments of Twenty Four Thousand Three Hundred Fifty Seven Dollars and Fifty Cents (\$24,357.50), commencing on September 1, 2020 with the last payment being made on or around June 1, 2021. The Board agrees to be responsible for payment of all utilities, including water and heat.
- 14. The Board agrees to furnish the South Hackensack Memorial School secretary to act as receptionist for SBJC visitors.
- 15. The Board agrees to include SBJC teaching staff in South Hackensack Memorial School staff meetings, workshops, and in-service training programs.
- 16. The Board agrees to be responsible for costs for related services (occupational therapy, physical therapy, and speech) for those South Hackensack pupils receiving full day special education instruction services pursuant to paragraph 14 of this Agreement.

- 17. The SBJC agrees to direct their aides to assist in monitoring SBJC and South Hackensack Memorial School pupils during Physical Education, Art, Music, Computers, Lunch Recess, A.M. and P.M. departure.
- 18. The SBJC agrees to provide the Board with a Nurse to perform or dispense the appropriate medication or to address any student emergencies during the absence of the South Hackensack Memorial School nurse.
- 19. The South Hackensack staff and SBJC staff agree to participate in the following activities during common planning time on an as needed basis: (a) consultation; (b) articulation; (c) curriculum development; (d) technical assistance; and (e) training.
- 20. The SBJC agrees to invite students of the South Hackensack Memorial school to participate in SBJC facilitated field trips, special projects, and assembly programs.
- 21. A committee consisting of members of the SBJC staff, South Hackensack Memorial staff, and South Hackensack Child Study Team shall meet on a regular basis for the following: (a) to maintain consistent communication between the South Hackensack School District and SBJC; (b) to ensure implementation of this contract; and (c) to address on-going concerns between the SBJC and the South Hackensack School District.
- 22. This Agreement contains the entire Agreement and understanding between the parties and constitutes a full and final agreement in any and all issues relating to this matter.
 - 23. This Agreement shall be governed by the laws of the State of New Jersey.
- 24. If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

- 25. The Parties shall be bound by the terms and conditions of this Agreement, finding it to be in the best interests of the public, consistent with public policy, fair and equitable under all circumstances surrounding this matter.
- 26. The terms and conditions of this Agreement are subject to the ratification and approval by the BOARD OF EDUCATION OF THE BOROUGH OF SOUTH HACKENSACK and "SBJC".
- 27. The parties have entered into this Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement.
- 28. This Agreement may not be altered, amended or modified except in writing, signed and duly authorized by all parties.

IN WITNESS WHEREOFF, the parties hereunder set their hands and seals to this Agreement effective on the day of 2020.

On Behalf of the South Hackensack Board:

By:

President

By:

President

Dated: