

2020-21 TRAVEL EXPENDITURES

BOE APPROVAL REQUEST

PROFESSIONAL DEVELOPMENT

LAST NAME	FIRST NAME	TRAVEL DESTINATION	NAME OF CONFERENCE	DATES	EST. COST	Fed/St Funded
Bruno	Melanie	Virtual	Summer Institute - AP Gov. Project Based Learning Series	7/12/2021 -7/15/21	\$799.00	
Schmitt	David	Rider University	AP Summer Institute - AP Music Theory	7/12/21 - 7/15/21	\$1,300.00	

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) made this 28th day of June, 2021, between the Moorestown Township Board of Education (the “Board”) and Carolyn Rodgers (“Contractor”) (the Board and Contractor collectively, the “Parties)

WHEREAS, the Board seeks the provision of certain services as more fully described in Schedule “A” attached hereto (the “Services”); and

WHEREAS, the Contractor represents that it is ready, willing, able and qualified to provide the Services to the Board pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES

The Contractor agrees to provide the Services as described on Schedule “A” attached hereto (which is incorporated herein) to the Board pursuant to this Agreement for the Term (as defined below).

2. TERM AND TERMINATION

The Agreement shall commence as of the date it is executed by the Board, and shall remain in effect until June 30, 2022 (the “Term”).

The Agreement may be terminated by the Board upon fifteen (15) days written notice to the Contractor. Notwithstanding the foregoing, the Agreement may be terminated immediately by the Board for cause, which, for the purposes of this Agreement, shall mean the Board’s good faith determination that the Contractor has been deficient in the performance of its Services

hereunder, that it has breached any provision(s) hereof, or that it has been unable to perform hereunder for a period of thirty (30) consecutive days.

Upon termination of this Agreement, neither Party shall have any further obligation hereunder except for obligations accruing prior to the date of termination, as well as obligations, promises or covenants contained herein that are expressly made to extend beyond the term of this Agreement.

Contractor acknowledges and recognizes the recruiting, training and retention expenses that the Board incurs as an employer. To that that end, Contractor understands, agrees, and covenants that during the term of this Agreement, and for the twelve (12) months after the termination hereof, regardless of the reason for the termination of the Agreement, Contractor will not, directly or indirectly, on its own behalf or on behalf of or in conjunction with any other person or legal entity, recruit, solicit, or induce to terminate their employment with the Board, or attempt to recruit, solicit, or induce to terminate their employment with the Board, any employee of the Board with whom Contractor, its employees, agents and/or representatives had contact in connection with the performance of Contractor's obligations and/or duties under the Agreement, without advance written notice to the Board. Should Contractor desire to hire any such Board employee, Contractor agrees to provide the Board with written notice, in advance, of its intent to hire the Board employee, and pay liquidated damages in the amount of Five Thousand Dollars (\$5,000.00) ("Liquidated Damages"). Notwithstanding anything else in this Agreement to the contrary, should Contractor violate any provision of this section, Contractor shall be responsible for payment of Liquidated Damages to the Board, as well as any of the Board's costs associated with enforcement of this section, including, but not limited to the Board's reasonable attorneys' fees and costs.

3. COMPENSATION

The Board shall compensate the Contractor for the Services provided hereunder in accordance with the schedule set forth in Schedule “B” attached hereto (which is incorporated herein) during the Term of this Agreement, such payment to be provided upon the receipt of an invoice and purchase order from the Contractor reflecting such Services and hours worked. All of the Contractor’s personnel whose rates are reflected on the attached Schedule B are appropriately certified, trained, and/or qualified to provide related services under the Agreement.

4. CONTRACTOR’S REPRESENTATIONS

The Contractor agrees and represents that it and its employees (where applicable) have experience, training, and such other qualifications as are necessary to provide the Services in a manner satisfactory to the Board. The Contractor further represents that it and its employees (where applicable) have undergone the criminal history record check required by applicable State law, including, but not limited to N.J.S.A. 18A:6-7.1, and the physical examination required by applicable State law, including, but not limited to N.J.A.C. 6:3-4A.4. The Contractor further agrees that the reports of such check and examination have been, or will be, provided to the Board, for it and its employees (where applicable), in the event, and before such employees provides the Services to the Board.

5. COMPLIANCE WITH STUDENT INDIVIDUAL EDUCATIONAL PROGRAMS (“IEP”)

Notwithstanding anything in the Agreement to the contrary, the Contractor agrees that it will comply with the provisions and the requirements of the IEPs of any student to whom the Contractor provides Services where such student has been found to be eligible for special education and related services, and/or has a currently implemented IEP. The Contractor and its

employees (where applicable) who may provide Services to students with IEPs shall be fully familiar with the requirements of the student's IEP, and shall comply with all such requirements of those IEPs.

6. COMPLIANCE WITH LAW

The Contractor agrees that in connection with the provision of the Services hereunder, it and its employees (where applicable) will comply with all applicable requirements of: (1) Individuals with Disabilities in Education Improvement Act, 20 U.S.C. 1415, *et seq.*; (2) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701, *et seq.*; (3) Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101, *et seq.*, (4) Family Education Rights and Privacy Act, 20 U.S.C. §1232g, *et seq.*; (5) N.J.A.C. 6A:14-1.1, *et seq.*; and (6) all other applicable state or federal laws and/or regulations.

7. RELATIONSHIP OF THE PARTIES

The Parties acknowledge and agree that the Contractor and its employees (where applicable) who provide the Services shall be independent contractors of the Board, and shall not be considered an employee of the Board for any purpose whatsoever. Neither the Contractor, nor its employees (where applicable), shall be eligible to participate in any benefit program provided by the Board for the Board's employees. The Contractor shall be solely responsible for, and shall (i) pay any and all taxes which may be assessed as a result of the services performed by the Contractor and its employees (where applicable) under this Agreement, including, without limitation, United States and/or New Jersey income taxes and/or sales taxes; and (ii) file all necessary documents, forms and returns pertinent to all of the foregoing as applicable. In the event that any administrative agency or court shall subsequently determine that, for its purposes, the relationship between the Parties is one of employment, then the Contractor shall bear any

costs associated with such determination, whether in the nature of past or future taxes, or other payments and/or costs.

Neither the Contractor, nor its employees (where applicable), have, nor shall the Contractor or its employees (where applicable) hold themselves out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the Board, or to pledge the Board's credit, or to extend credit in the Board's name, unless the Board shall consent thereto, in advance, in writing.

8. INSURANCE

The Contractor shall provide copies of applicable insurance coverage declaration documentation to the Board demonstrating that it maintains, at its own cost and expense, during the entire Term the following insurance protections/policies insuring the Contractor during the provision of the Services to the Board: (i) commercial general liability coverage with a One Million Dollar (\$1,000,000.00) combined single limit of liability per occurrence for bodily injury and property damage, including blanket contractual liability, products liability, completed operations and all broad form comprehensive general liability enhancements.

The Contractor shall provide verification in the form of a Certificate of Insurance that the Board has been named as an additional insured for each policy of insurance for which it is permitted to do so pursuant to the terms of the respective policy of insurance.

The Contractor shall furnish the Board with any endorsements affecting the coverages required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Board before the services set forth in the Agreement commence. However, failure to do so shall not operate as a waiver of these insurance requirements.

The Contractor's insurance is to be the primary insurance in connection with the Contractor's provision of the Services set forth in the Agreement.

The Contractor's insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Board.

The Contractor shall provide thirty (30) days written notice to the Board of any intent to cancel, non-renew, or make material change in insurance coverage.

9. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants from and against any and all injuries, claims, costs (including reasonable attorneys' fees and costs), damages, demands, injuries, judgments and/or liability (collectively "Claims"), including Claims for injuries or deaths of persons and damage to property, arising directly or indirectly out of the obligations undertaken, or out of the activities of the Contractor and its employees (where applicable) in connection with this Agreement, except for Claims arising through the sole negligence, recklessness or willful misconduct of the Board, its administrators, agents, board members, directors, employees, officers, representatives, and/or servants. The Board is not waiving, nor shall it be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

10. NO ASSIGNMENT

In no event shall the Contractor assign this Agreement, or any of its obligations hereunder, to any third party without the express advance written consent of the Board. In the event the Contractor assigns this Agreement, or any of its obligations hereunder, without such advance

written consent, then any and all of the Contractor's obligations to the Board, as provided in this Agreement, shall remain in full force and effect against the Contractor.

11. GOVERNING LAW

The Parties acknowledge and agree that this Agreement, and any and all litigation arising therefrom or related thereto, shall be governed by the applicable laws, regulations and rules of the State of New Jersey, without reference to conflict of laws principles.

12. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Board and the Contractor, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by the Parties.

13. SEVERABILITY

In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. WAIVER OF BREACH

In the event that any provision of this Agreement should be breached by any Party and thereafter waived by any Party, such waiver shall be limited to the particular breach so waived by any Party, and shall not be deemed to waive any other breach. Any delay in the Board's enforcement of any remedy in the event of a breach by the Contractor of any term or condition of this Agreement or any delay in the Board's exercise of any right hereunder shall not be construed as a waiver.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, by duly authorized officer, employee or agent, on the date written under their signatures.

ATTEST:

MOORESTOWN TOWNSHIP BOARD
OF EDUCATION

Board Secretary

Board President

ATTEST:

CONTRACTOR

Carolyn Rodgers

SCHEDULE “A” – SCOPE OF SERVICES

**Carolyn Rodgers
47 Regency Dr
Mount Holly, NJ 08060**

List of Services provided by Carolyn Rogers during the 2020-21 school year (can include but not limited to):

- General training in Vagus Nerve Stimulator
- Implementation of identified parts of personalized Health Plan
- Data collection, when necessary
- Assist in building a guided participation relationship between the student and peers
- Facilitate problem-solving, self-regulation and social coordination
- Works with individual students or in small groups of students to reinforce learning introduced by the teacher and/or consultant
- Performs assigned non-instructional classroom duties
- Adapts classroom activities, assignments and/or materials under the direction of the supervising teacher
- Collaborates with supervising teacher(s) or other staff as assigned for the purpose of communicating information, resolving issues, and providing services in compliance with the student’s IEP
- Assists student with personal grooming, community accessibility and other appropriate goals as assigned by the teacher
- Assists with online learning via approved virtual meetings.

SCHEDULE "B" – COMPENSATION

Student Support: July 2021- 90 total hours for ESY. Hourly rate: \$18.50

September 2021-June 2022: 24 hours per week. Hourly rate: \$18.50.

2021-2022

BOE EXHIBIT

ESSER/ESSA TUTORS

JUNE 28, 2021

July 6, 2021-July 29, 2021 Tuesday-Thursday (12 days)						
	First	Last	Building	Not to Exceed Hours	Hourly Rate	Total
1	Jennifer	Barnes	South Valley	60	\$52.36	\$3,141.60
2	Colleen	Wolfram	South Valley	60	\$52.36	\$3,141.60
	Substitute					
3	Jennifer	Payne	Baker	per diem	52.36	
Services are contingent upon the need of the district and Board of Education approval does not mean automatic payment.						

2021-2022

BOE EXHIBIT

Summer Transportation Staff

JUNE 28, 2021

June 28, 2021-July 30, 2021 and June 28, 2021-August 20, 2021 Monday-Friday

	First	Last	Position	Hourly Rate	Not To Exceed Hours	Total
1	Jay	Sklarsky	Paraprofessional	\$22.18	76	\$1,685.68
2	Victoria	Wolff	Paraprofessional	\$22.18	76	\$1,685.68

**2021-2022
Extended School Year Staff**

BOE EXHIBIT

JUNE 28, 2021

June 28, 2021-July 29, 2021 Monday-Thursday 7:45 am-12:45 pm							
	First	Last	Building	Position	Hourly Rate	Not to Exceed Hours	Total
Resignation							
1	Colleen	Wolfram	South Valley Elementary School	Paraprofessional	\$15.68	95	\$1,489.60
2	Wendy	Titone	EDC	Paraprofessional	\$12.83	95	\$1,218.85
Appointment							
4	Kaitlyn	McKearney	Substitute Paraprofessional	Paraprofessional	\$11.50	95	\$1,092.50
5	Mary	D'Antonio	Mary Roberts Elementary School	School Nurse	\$52.36	65	\$3,403.40
6	Debra	Rulli	Transportation	Secretary	\$21.00	80	\$1,680.00
Services are contingent upon the need of the district and Board of Education approval does not mean automatic payment.							

2021-2020

BOE EXHIBIT

Summer Enrichment Operational Staff

JUNE 28, 2021

	First	Last	Position	Previous Work Weeks	New Work Weeks	Previous Compensation	New Compensation
Adjustment							
1	Tracey	Robinson	Assistant Operational Support	3	2	\$3,000.00	\$2,000.00
Appointment							
2	Yexenia	Ramos	Assistant Operational Support	0	1	0	\$1,000.00
Services are contingent upon the need of the district and Board of Educaiton approval does not mean automatic payment.							