

Moorestown Township Public Schools

Restart and Recovery Plan for Education

July 28, 2020

On June 26, 2020 the NJDOE published “The Road Back”, a guidance document for reopening NJ Schools in September of 2020. Prior to the release, the Moorestown Township Public Schools convened a team including cabinet, building administrators, and MEA members who began the process of researching, collecting data, exploring options, and narrowing our plan to meet the specific needs of our students, staff and community. After the NJDOE released its plan, the District Re-entry Committee (DRC) was expanded to include Board of Education Leadership and additional parent representation. The DRC was also further broken into various sub-committees that included BOE members, many of whom also added to the existing members who were parents in our community. Lastly, to include additional community voices, the DRC and Board Communication Committee developed a community survey as well as two focus groups (students, parents) and most recently a choice survey to parents to share and gather feedback.

The document is broken into 4 Primary Areas: (hold control and click on each heading to jump to that section)

- A. [Conditions for Learning](#)
- B. [Leadership and Planning](#)
- C. [Policy and Funding](#)
- D. [Continuity of Learning](#)

As of our last DRC meeting, July 20, 2020 the committees’ recommendations include the following:

A. Conditions for Learning

1. Health and Safety

a. Critical Area of Operation #1 – General Health and Safety Guidelines

- MTPS will implement a hybrid model across the PK-12 platform to support required social distancing on the school bus, facilities, grounds, and classrooms.
- School buildings, bathroom facilities, classrooms, cafeterias, playgrounds and school buses will be cleaned daily and during the day using EPA/FDA approved cleaning products.
- All students, staff and visitors will be required to wear face coverings (unless it will inhibit the individual’s health – as specified by a medical doctor’s note) when entering school facilities and on school buses and school property.
- Visitors will be substantially limited at all district buildings and most non-employee and non-student interactions will take place virtually or outside of the school building.
- All students, staff and visitors will be required to complete a daily screening document and/or a physical screening prior to entrance to our school facilities.
- Handwashing, respiratory hygiene, use of hand-sanitizer (greater than 60% alcohol) and the use of other EPA/FDA approved products will be accessible in our buildings and use encouraged via daily reminders and signage.

- Faculty, staff and students will be encouraged to stay home when experiencing any symptoms of Covid-19.
 - The district will adopt Policy 1648 – Restart and Recovery Plan in August along with its associated appendices.
- b. Critical Area of Operation #2 – Classrooms, Testing and Therapy Rooms
- Classrooms will be reset to facilitate social distancing of at least 6 foot in any direction.
 - Classroom teachers, paraprofessionals and visitors will be required to wear face coverings (unless it will inhibit the individual’s health – as specified by a medical doctor’s note) while in the classroom and public spaces in our schools.
 - All classrooms and general areas of the school building and school bus will have hand-sanitizer available and students will be encouraged to use district and their own personal EPA/FDA approved products throughout the day.
 - Classrooms will be cleaned daily and between cohort use through a combination of school district personnel and individual student responsibility.
 - Classroom ventilation systems will be maintained and operated as per NJ guidelines; windows where applicable can be opened to facilitate additional air flow and classroom teachers may hold classes in outdoor spaces.
 - Testing and Therapy rooms will maintain social distancing, encourage use of a face covering, utilize handwashing and hand sanitizer and where appropriate, utilize plexiglass partitions to support the specific therapy application. The area and materials used for testing and therapy will be cleaned with approved products between students.
- c. Critical Area of Operation #3 – Transportation
- Drivers and Students will be required to wear face coverings while entering and riding the school bus.
 - Students will be seated with social distancing in mind, with every effort to space the students.
 - Hand Sanitizer will be available upon entry to each school bus for student use.
 - A minimum of 2 school bus windows will be opened to encourage airflow within the school bus.
 - The school bus seats will be wiped down between each run and the students encouraged to utilize hand sanitizer and disinfectant wipes to foster individual student responsibility.
 - School buses will be sanitized daily at the conclusion of their operation or prior to use the following day.
 - Outside contractors will be required to share cleaning practices and procedures for comparison with district practices, CDC recommendations and DOT recommendations.
- d. Critical Area of Operation #4 – Student Flow, Entry, Exit and Common Areas
- School buildings will have visual aides to assist students, staff and visitors in managing social distancing, directional flow through hallways, and large group areas.

- School buses will be loaded back to front and unloaded front to back to limit student interaction.
 - In addition to limiting the student population in a building/bus/classroom through the district's hybrid models, bell schedules, lunch procedures and arrival and dismissal processes will be modified to support social distancing.
 - Students, staff and visitors will be required to wear masks at all times during these transition processes.
- e. Critical Area of Operation #5 – Screening, PPE, and Response to Students and Staff Presenting Symptoms
- Parents will be required daily to electronically sign a waiver form that confirms that their child/children do not have any signs or symptoms (including a temperature of over 100.4 degrees) of Covid-19.
 - Staff and visitors will be required daily or upon visiting a school to electronically sign a waiver form that confirms they do not have any signs or symptoms (including a temperature of over 100.4 degrees) of Covid-19. Visual checks will be employed as well.
 - The district reserves the right to require an in-person temperature check of any student, staff member, or visitor to the school and may also complete random temperature checks at will.
 - Any staff member, student, or visitor exhibiting symptoms will be sent to a designated and private COVID space where our school nurse will assess and determine the next course of actions based on CDC and Department of Health guidelines and reporting processes.
 - Staff, students and visitors are required to wear face coverings/PPE while in our school buildings, on buses and on our grounds. PPE is the personal responsibility of all on our campus but we will have products in the event PPE is forgotten, damaged, or unavailable for the individual.
- f. Critical Area of Operation #6- Contact Tracing
- Appropriate staff including the School Nurse, School Safety Specialist, School Principals and Superintendent will be provided information, direction and training around Contact Tracing and will work in coordination with the Burlington County Department of Health (DOH).
 - Each school will have lists of daily staff and student attendance, bus lists, and visitors to their school.
- g. Critical Area of Operation #7 – Facilities Cleaning Practices
- School personnel and vendors charged with cleaning schools and buses will be required to utilize approved materials and processes designated by the DOH and the Supervisor of Facilities.
 - A daily schedule of cleaning, methodologies, cleaning checklists, product lists and related documentation will be maintained by the Supervisor of Facilities and each building main office/lead custodian.
 - All classrooms, school buses, cafeterias, gymnasiums, locker rooms (if utilized), etc... will be cleaned daily utilizing FDA and EPA approved products and high touch areas

(door handles, hand rails, light switches, keyboards, bathrooms, playground equipment, etc...) will be cleaned more regularly throughout the day.

- Staff and Students are encouraged to partner with school cleaning personnel and utilize school provided and personal FDA and EPA approved products to clean individual bus seats, desks and chairs, bathroom/sink knobs, etc...
- The district will use traditional cleaning methods along with pump sprayers and misters to sanitize the schools and district equipment/materials.

h. Critical Area of Operation #8 – Meals

- The district will continue its food service operation for all students during in-person sessions and for district free /reduced price lunch students on remote hybrid days.
- In the event the district is placed in a full-remote learning model, pending waiver approval and NJ/Federal regulations, the district will revert to the spring 2020 food service plan for free/reduced price students.
- The district will utilize social distancing during lunch periods and require face coverings for employees and for students while in line and during entry/exit of the cafeteria.
- Face coverings may be removed/lowered while the students are eating and drinking.
- Students will be able to bring lunches from home or purchase/pre-purchase lunches from the cafeteria. Lunches will be combination of prepared box lunches and individually wrapped items.
- Some buildings may allocate additional space in their building for serving or eating lunch as needed and in accordance with all applicable state guidelines and cleaning practices for food service.

i. Critical Area of Operation #9 – Recess/Physical Education

- More than ever before recess will be an essential part of a school day during these times where students are required to be more sedentary, socially distanced and wearing face coverings much of the day.
- Recess equipment will be sanitized daily and cohorts will be assigned equipment to minimize use by a large group of students.
- Physical Education will be encouraged to be done outside, equipment will be sanitized daily and activities/curriculum will be modified to utilize less sharing of equipment and to maximize social distancing.
- Students will not be changing in locker rooms for gym periods and will be encouraged to wear comfortable clothes during assigned gym days. Activities will be designed with this in mind.
- Students, whether in recess or PE, will be encouraged to continue social distancing, wear face coverings when appropriate and to wash their hands or use hand sanitizer upon re-entry to the building.

j. Critical Area of Operation #10 – Field Trips, Extra-Curricular Activities and Use of Facilities Outside of School Hours

- Field trips will be virtual until further notice.

- Extra-Curricular activities and clubs where social distancing and other health and safety protocols can be maintained may be considered on a case-by-case basis and will require Principal/Superintendent approval.
- In addition to district guidelines, athletics will be governed by the direction set forth by the NJSIAA.
- Games, competitions and events are subject to all social distancing guidelines, health and safety guidelines and may limit participants, spectators, locations, etc...
- All participants, coaches/advisors, outside vendors and guests are subject to random temperature screenings.
- The district will allow limited use of facilities outside of school hours as long as third party vendors strictly meet and adhere to the district, DOH and CDC guidelines.
- Third party use of facilities may be subject to additional cleaning fees related to COVID-19 processes and procedures.

2. Academic, Social and Behavioral Supports

a. Social and Emotional Learning (SEL) and School Climate and Culture

- The district has a multi-year history of successful SEL programming and School Climate and Culture teams that will continue to expand and provide supports for both students, staff and parents.
- SEL practices will be included in the district PD days this fall as well as in opening day/week planning for students.
- Ongoing SEL programming will be developed to assist staff, parents and students in the variety of needs surrounding life in a pandemic, re-entry to school, and other topics.
- The committees, along with building based pandemic teams, will meet monthly or as needed to assess needs, update resources to our websites, and plan events to support our school community.

b. Multi-Tiered Systems of Supports (MTSS)

- Guidance personnel, assistant principals, and child study team members will meet regularly to analyze data around academic, social and behavioral needs/supports.
- Academic assessment will be done both formatively and summatively during the school year to address learning needs and any programmatic supports that will be needed.
- The Director of Curriculum and Instruction, Director of Special Education, Principals, Supervisor of Guidance and Content Supervisors will meet regularly to assess various qualitative and quantitative data points surrounding the needs of our students.
- Professional Development in this area will be developed with the SIP Committee throughout the school year.

c. Wraparound Supports

- Support services for students and families outside of the school district will be listed and maintained via our school website.
- Relationships will be maintained and sought with outside providers and utilized for professional development or presentation with our staff and parents.

d. Food Service and Distribution

- Food service will be maintained daily in school and as described in a previous section.
- e. Quality Child Care
 - The district is exploring the creation of tuition supported day care to support the hybrid models being implemented.
 - The programs may include before and after care, alternate session day care and various afterschool enrichment programs, and staff childcare.
 - Each program will adhere to social distancing guidelines, health and safety protocols and will be limited in space and number due to facilities constraints.

B. Leadership and Planning

1. Establish a Re-Start Committee

- A restart committee was established in early June, 2020 and expanded with the release of “The Road Back” and the guidelines in that document. Lists of the participants of the committee, sub-committees and focus groups will be included in the appendix.

2. Pandemic Response Team

- Building-based Pandemic Response Teams are in place including members of the District Re-Start Committee and sub-committees, members of the building Health and Safety Teams and members at the will of the Principal. Lists of the participants will be included in the appendix.

3. Scheduling

- The district, after considering numerous models, selected a hybrid model for instruction to commence on September 8, 2020. The hybrid was selected to maximize social distancing, best fit our financial restrictions, provide additional opportunities for cleaning and sanitizing our school buildings, buses and equipment, and provide the best opportunities for teaching and learning.
- Schedules, in most cases (the exception being Kindergarten) will maintain the same start and end times. The internal schedules will be modified to meet the needs for cleaning, transitions and new safety protocols.
- The district will align siblings within the alternating day scenarios for K-8 and if possible 9-12 as well.
- Student attendance (daily and period) will be required and enforced under the student handbook guidelines. Our guidelines will be different from the spring and our 2020-2021 school year will have a greater level of structure and accountability in the schedule. While attendance is important we still remind students that if they are sick they should not attend school and should pursue an excused absence through a medical note from their physician.
- Pre-K will be utilizing the traditional 5-day a week AM/PM model that is currently in place. The classes will be capped in a manner that keeps class sizes low. All students will attend their scheduled AM or PM session.
- Kindergarten will be utilizing a 5-day a week AM/PM model with a modified day on Friday. This model allows half of the class to be present in the AM and half in the PM for social distancing on buses, the classroom and in the school in general. It will give teachers and students the opportunity to be with each other daily in-person

during a student's first entry point to school. The curriculum will be modified to fit an AM/PM model in which students receive all of their core content in school.

- Grades 1-6 will be utilizing an alternating day schedule where half of the students will attend an in-person school experience on a Monday/Wednesday or a Tuesday/Thursday with an alternating abbreviated day on Friday. This will give students, depending on the week, up to 3 days in-school with their teachers. On the alternate day when a student is home, the student will be expected to work independently on assignments given in the in-person day and via Google Classroom. There will be opportunity daily for each student to interact with the teacher. The curriculum will be modified to fit this model and give students the opportunity for both synchronous and asynchronous activities.
- Grades 7-12 will be utilizing an alternating day schedule where half of the students will be in school and the other half will be accessing the classroom remotely for parallel instruction. This means the teacher will be able to utilize synchronous and asynchronous instruction to instruct both groups at the same time. Students will be required to attend the scheduled classes and follow their period schedule while at home. This will give our secondary students the greatest access to our curriculum with limited loss in content.
- Specialized populations. To meet the unique needs of this population and the services required under the IEP, 504 Plan, Nursing Services Plan, etc... the students in self-contained programs will attend a 5-day a week program. The size of the student population in those classrooms fit in our social distancing models. Students who attend Resource Programming in grades 1-3 will be offered the opportunity for additional in-person blocks to support their instructional and social/emotional needs.
- Athletics/Clubs/Activity schedules will be developed in accordance with NJSIAA guidelines, MEA Contract guidelines and any additional sidebar agreements for compensation between the Board of Education and the Moorestown Education Association. If the school system is open per the State of NJ, Burlington County Department of Health, students in both the full-remote (choice) and in-person learning models will be eligible for participation.
- Full-Remote Learning. In the event the State of NJ shuts public schools down again or shuts the Moorestown Township School Public Schools in some capacity, the district will return to a full-remote learning plan. All grades will utilize a combination of synchronous and asynchronous learning activities to navigate the district's curriculum. Teachers and paraprofessionals in the PK-6 grades will work with students to deliver direct instruction in whole and small groups via Google Classroom and on-line live and recorded instruction. Staff will meet live with students each day and supplement live meetings with other online content and assignments. Grades 7-12 will run a period schedule where students will meet live on line with their teacher and classmates to receive direct instruction, guided practice, formative/summative assessment, and to work with their peers in group rooms and individually to complete assignments and other independent activities.

Additional time for planning, preparation, professional development, extra help/tutorial and office hours may be developed in this model as needed.

- *Full-Remote Learning (Choice)*. The state has just released an option for full-remote learning to be a choice option for families. In this model the student will follow the full-remote model listed above. The class may be taught by a single assigned teacher or co-taught over a period of time. Classes may be multi-age depending on staffing and student numbers. When a parent elects choice, it is important to note that a transition to return to in-person learning may be dependent on a variety of factors (class size, social distancing, point in a marking period, etc...). It is also important to note that entering an in-person classroom is likely to include a change in teacher and classmates. This model is still being developed and awaiting guidelines from the DOE.

4. Staffing

- All staff will be expected to work revised schedules, adhere to applicable health and safety guidelines, and contractual/sidebar agreements.
- The district will utilize its faculty and staff along with third party vendors to provide a safe and clean work and learning environment for the Moorestown School Community.
- The district may realign duties and work assignments to support school schedules, operational and student needs specific and unique to the period of time the schools are under pandemic conditions.
- The district may need additional staff to support transportation, cleaning and food service operations, as well as to support students and/or staff that are sick or quarantined.
- The Director of Human Resources will work with staff that are medically fragile, sick or quarantined to provide opportunities for remote teaching access where appropriate, a daily substitute to assist in supervision, or a long-term substitute as needed. Faculty and staff will be required to submit a written note from their treating physician for review with our school physician.

5. In-Person Roles and Hybrid Learning Environments: Roles and Responsibilities

- The district will maintain existing roles and responsibilities, but reserves the right to modify roles as needed during pandemic conditions. Prior to changing roles and responsibilities that would extend outside of contractual agreements, the Superintendent will work with the MEA, MAA and the BOE to develop agreed upon language in the form of a sidebar or codicil.
- All faculty and staff are expected to meet the health and safety requirements of the school district, including the use of a face covering and any other required PPE.
- All faculty and staff are expected to learn and use designated tools in the delivery of instruction and/or the performance of their duties. This includes audio and visual equipment, software and online applications, and any related tools to deliver in-person and online synchronous and asynchronous instruction.
- All faculty and staff are expected to take daily and period attendance as applicable and maintain formative and summative assessments for the purpose of evaluating students' academic achievement and effort.

- All students are expected to attend scheduled courses, complete assignments, and follow social distancing and health and safety guidance.
- The district will continue to provide traditional planning time for teachers during the workday and additional planning to support remote learning as applicable.

6. Educator Roles Related to School Technology Needs

- All applicable faculty and staff will prepare lessons incorporating technology to support synchronous and asynchronous learning.
- All applicable faculty and staff will utilize, maintain, and care for district provided technology for the use of remote learning.
- The District will document assignment of technology to students and provide instruction in the care and use of that technology.
- The District will work to provide consistency and equity in the use of and access to technology in the delivery of instruction.
- Administration, faculty and staff will instruct students on expectations for remote learning (timeliness, on-line etiquette, digital citizenship, dress and behavior, ethics, etc...).
- The district will provide alternate plans for students that are medically or physically unable to attend in-person school due to a medical necessity or a required quarantine period.
- The district has prepared a schedule for full-remote learning should the district be shut down for a period of time in 2020-21.

7. Athletics

- Athletics will be governed by the NJSIAA and the Athletic Director in coordination with the HS and MS Principal will provide guidance to athletes and their families as it becomes available.
- Currently, athletics has been postponed until mid-September for both the HS and MS.
- Should athletics resume, the student athletes will be given instructions on how temperature screenings, social distancing, PPE, and personal hygiene will play a role in their given sport.
- Practice schedules, games, participants, fans and seasons are likely to be limited and required to meet the health and safety guidance.
- Student athletes may be required to attend practices on days they are not scheduled to attend school in-person. While bussing is being explored, students may need to provide their own transport. An athlete that cannot attend practice due to transportation will not be penalized.
- Athletes that are participating in full-remote and in-person instructional models may participate in school athletics.
- Student athletes, coaches, visitors are subject to random temperature screenings at any time.

C. Policy and Funding

1. School Funding

- The district is utilizing CARES funding, FEMA, donations from our Home and School Association, Moorestown Education Foundation, as well as any applicable grant funding to navigate finances during pandemic conditions.
- The district is reallocating funds and freezing spending in certain areas to help offset additional costs in the area of cleaning, staffing and technology needs.
- The district is negotiating with third party vendors for reduced contract expenses.
- The district is reviewing revenue generation programs to fit within a pandemic and to create new opportunities for revenue through childcare programs and rental fees.
- The district will review, revise and adopt new policy 1648 – Restart and Recovery Plan and the associated appendices.

D. Continuity of Learning

1. Ensuring Delivery of Special Education and Related Services to Students with Disabilities

- The district will provide special education services and related services during the in-person days in the hybrid model.
- Annual Reviews and IEP meetings will continue to be held in person and online to meet statutory guidelines.
- The Director of Special Education/Child Study Teams will meet routinely with SpEAC to review concerns related to delivery models.

2. Technology and Connectivity

- The district will continue with its 1:1 model for grades 4-12 and its expansion to the primary grades.
- The district will continue to provide information and support for low-cost connectivity and where necessary provide hotspots for connectivity.

3. Curriculum, Instruction and Assessments

- The Director of Curriculum, Principals and Content Supervisors will work with teachers to review curriculum to identify key standards, revise scope and sequence, prioritize lessons and activities to fit the identified hybrid schedule for each grade level.
- The Director of Curriculum, Principals and Content Supervisors will work with teachers to revise instruction to fit both synchronous and asynchronous models for in-person and remote learning models.
- The Director of Curriculum, Principals and Content Supervisors will work with teachers to develop expectations and secure methods of assessment for remote learning as well as alternate methods for formative assessment in the remote model.
- The Director of Curriculum, Principals and Content Supervisors will review report cards and other documents around student achievement and placement.
- The Director of Curriculum, Principals and Content Supervisors will provide professional development and utilize existing structures/committees to support the activities and changes listed above.

4. Professional Learning

- The district will continue to provide professional development in pandemic related academic, SEL, health and safety areas.
- The district will create opportunities for individual and shared learning through links to websites, webinars, professional articles, common planning, etc...
- Faculty and staff are expected to develop professional learning goals that support on-line teaching and learning and our district goals around World Class Learner, Communications, and Social and Emotional Learning.

5. Career and Technical Education (CTE)

- Students will have access to appropriate industry-recognized, high value programs.
- The district will ensure students are provided the opportunity to participate in safe, work-based learning, in-person, remotely, through simulations and/or virtual tours.
- The district will continue to provide the Structured Learning Experience (SLE) at MTPS. The program offers supervised, in-depth learning experiences designed to offer students the opportunity to more fully explore career interests within one or more of the Career Clusters, as described in N.J.A.C. 6A:8-3.2. SLEs are integrated into the curriculum and designed to provide students with exposure to the requirements and responsibilities of specific job titles or Career Clusters, assist them in gaining employment skills and making career and educational decisions, and develop personal/social goals. The structured learning experience may be either paid or unpaid, depending on the type of activities in which the student is involved. All structured learning experiences adhere to applicable state and federal child labor laws and other rules of the State Departments of Education and Labor.
- Our PAES lab (for special education students) offers a comprehensive curriculum that provides exploration, training, and assessment through hands-on experience, in a simulated work environment, while learning important career/vocational and life skills. Skills are taught in a systematic format that helps students become more independent. PAES determines students' interest in specific work areas, competitiveness with peers, and assesses present barriers to future success, and then helps change them to positive work behaviors. The PAES curriculum works in five career areas: Business/Marketing, Construction/Industrial, Consumer/Service, Processing/Production, and Computer/Technology. Participation in over 250 activities provides data that is used for school-to-work transition plans.

Thank you for your continued support and understanding as this plan evolves with ever-changing direction, variables and complexity. We appreciate your partnership and the challenges COVID-19 has created for our students, our staff and each of you. Together we will do our best to care for the academic and social/emotional needs of our children and each other. Continue to stay healthy and be well!

Continue to monitor our school website, district social media, Genesis and School Messenger for updated information. Should you have specific questions feel free to reach out to a district administrator or email COVIDquestions@mtps.com.

MOORESTOWN TOWNSHIP PUBLIC SCHOOLS

Exhibit #21-2
7-28-2020

2020-2021 District Calendar

August 2020						
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September 2020						
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October 2020						
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November 2020						
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December 2020						
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January 2021						
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SEPTEMBER **DRAFT 7/23/20**

1-3 Staff PD (*no students*)
4 No School
7 Labor Day - (*School Closed*)
8 First Day - **ALL STUDENTS**
28 Yom Kippur - (*School Closed*)

OCTOBER

30 Teacher In-Service (*Early Dismissal*)

NOVEMBER

5 - 6 NJEA Convention (*School Closed*)
25 Early Dismissal
26-27 Thanksgiving Recess (*School Closed*)

DECEMBER

23 Early Dismissal
24-31 Winter Recess (*School Closed*)

JANUARY

1 Winter Recess (*School Closed*)
18 MLK Day (*School Closed*)

FEBRUARY

15 President's Day (*School Closed*)

MARCH

12 Teacher In-Service (*no students*)
Potential Emergency/Snow Make-up Day

APRIL

2-9 Spring Recess (*School Closed*)

MAY

14 Staff In-Service (*Early Dismissal*)
31 Memorial Day (*School Closed*)

JUNE

17-18 Early Dismissal for Students
18 Graduation/*Early Dismissal*

186 TEACHER DAYS 182 STUDENT DAYS
School Closing Information: www.mtps.com.

2 Hr. Delayed Opening: AM/PM Preschool and Kindergarten in session, EDC 2 Hr. Delay

BOE APPROVAL: March 17, 2020

February 2021						
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March 2021						
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April 2021						
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May 2021						
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June 2021						
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July 2021						
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1. If No snow day used, no students on March 12 - Staff In-Service.
2. FIRST snow day used before January 15, school in session March 12. In-Service June 21.
3. MORE THAN ONE snow day used will result with Spring Recess shortened beginning April 9, April 8, etc.

KEY :

△ Potential Emergency/Snow Make-up Day ○ Early Dismissal □ School Closed \ School Closed for Students only

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) made this 28th day of July, 2020, 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, 2021 (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 2020- 90 total hours for ESY. Hourly rate: \$18.50

September 2020-June 2021: 24 hours per week. Hourly rate: \$18.50.

2020-2021

BOE EXHIBIT

Adjustments to Curriculum Writing Staff

JULY 28, 2020

Last	First	School	Curriculum Writing	Not to Exceed Hours	Hourly Rate	Total
Montagna	Theresa	High	Honors French IV	5	\$52.36	\$261.80
Montagna	Theresa	High	AP French V	5	\$52.36	\$261.80
Balderstone	Susan	Middle	Resource 7th Grade Science	10	\$52.36	\$523.60
Feeley	Marisa	High	WIDA-Standards ELL	20	\$52.36	\$1,047.20
Cline	Kelly	Roberts	WIDA-Standards ELL	20	\$52.36	\$1,047.20
Welte	Christopher	High	Jazz Band	5	\$52.36	\$261.80

Adjustments

Last	First	School	Curriculum Writing	Previous Hours	Not to Exceed	Hourly Rate	Total
Norris	Christopher	High	Honors Jazz Band	2.5	5	\$52.36	\$261.80
Welte	Christopher	High	Honors Jazz Band	2.5	5	\$52.36	\$261.80
Norris	Christopher	High	Concert/Pep Band	2.5	5	\$52.36	\$261.80
Welte	Christopher	High	Concert/Pep Band	2.5	5	\$52.36	\$261.80
Norris	Christopher	High	Jazz Band	2.5	5	\$52.36	\$261.80

2020-2021

BOE EXHIBIT

Summer Transportation Hours

JULY 28, 2020

July 6, 2020 through July 28, 2020					
First	Last	Position		Not to exceed 5 hours per day for 2 days a week	Total
Stuart	Brayshaw	Bus Driver	\$18.11	40	\$724.40
Sandra	Hoffman	Bus Driver	\$23.21	40	\$928.40
Albert	Losito	Bus Driver	\$18.11	40	\$724.40
Pamela	Pittington	Bus Driver	\$18.11	40	\$724.40
Frank	Renner	Bus Driver	\$18.36	40	\$734.40
Mary	Adair	Paraprofessional	\$21.08	40	\$843.20
Phyllis	Mancine	Paraprofessional	\$12.75	40	\$510.00
Joan	Mauro	Paraprofessional	\$14.23	40	\$569.20

Services are contingent upon the need of the district and Board of Education approval does not mean automatic payment.

2020-2021

BOE EXHIBIT

Extended School Year Adjustments

JULY 28, 2020

Resignation						
First	Last	School	Position	Hourly Rate	Not to Exceed Hours	Total
Alyse	Carlton	South Valley Elementary	Paraprofessional	\$21.08	80	\$1,686.40

Appointment						
Lisa	Walko	High School	School Nurse	\$52.36	25	\$1,309.00

Services are contingent upon the need of the district and Board of Education approval does not mean automatic payment.

2020-2021

BOE EXHIBIT

CONTINUATION OF EMPLOYMENT-MAA

JULY 28, 2020

Last	First	Position	Tenured	FTE	2020-2021 Salary
Brownell	Jacqueline	Subject Supervisor	Non tenured	Full time	\$123,777.00
Caravano	Cheryl	Assistant Principal	Non tenured	Full time	\$106,005.00
Carter	Brian	Building Principal	Tenured	Full time	\$145,122.00
Colby	Julie	Subject Supervisor	Tenured	Full time	\$123,777.00
Counard	Shawn	Subject Supervisor	Non tenured	Full time	\$117,073.00
D'Ambra	Kathleen	Subject Supervisor	Tenured	Full time	\$146,812.00
D'Ascenzo	Michael	Assistant Principal	Tenured	Full time	\$142,987.00
Hackl	Heather	Building Principal	Non tenured	Full time	\$131,208.00
Hassall	Michele	Assistant Principal	Tenured	Full time	\$144,612.00
Keith	Matthew	Building Principal	Tenured	Full time	\$138,027.00
McGough	Robert	Assistant Principal	Tenured	Full time	\$123,777.00
Moskalow	Cynthia	Subject Supervisor	Tenured	Full time	\$144,612.00
Powell	Susan	Building Principal	Tenured	Full time	\$162,689.00
Quinn	Gavin	Subject Supervisor	Tenured	Full time	\$116,797.00
Rodriguez	Roseth	Subject Supervisor	Tenured	Full time	\$146,586.00
Rowe	Michele	Building Principal	Tenured	Full time	\$150,638.00
Rowe	Patricia	Subject Supervisor	Tenured	Full time	\$139,263.00
Seibel	Andrew	Building Principal	Tenured	Full time	\$174,740.00
Williams	Donnie	Assistant Principal	Tenured	Full time	\$123,777.00
Wyers	Leslie	Subject Supervisor	Non tenured	Full time	\$106,090.00

2020-2021

BOE EXHIBIT

Adjustment to EDC Staff

JULY 28, 2020

Last	First	Position	Previous Approved Hours Per Week	New Hours Per Week	Hourly Rate for 2020-2021
Ramos	Yexenia	Site Supervisor-South Valley	23.75	40	\$13.50

Services are contingent upon the need of the district and Board of Education approval does not mean automatic payment.

BOE EXHIBIT

**2020-2021
Substitute Teacher Daily Rate
MOORESTOWN TOWNSHIP PUBLIC SCHOOLS**

JULY 28, 2020

Substitute Teacher Rate Effective September 1, 2020

<u>Position</u>	<u>Daily Rate</u>
Substitute Teacher	\$90.00 per day