

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING**

October 30, 2025

HAND CARRY

FOR ACTION

RESOLUTION NO. 4877A

SUBJECT: LEVEL IV GRIEVANCE (INVOLUNTARY TRANSFER)

WHEREAS, the South Orange–Maplewood Education Association (SOMEA) filed a Level IV Grievance and a meeting was scheduled October 7, 2025, concerning the alleged violation of the Collective Bargaining Agreement (CBA), that staff throughout the district have been involuntarily transferred without consultation, as required by the collective bargaining agreement, with the decision being shared with the members with less than a week left in the school year; and

WHEREAS, the Association contends that the action of the District described above is in violation of the collective bargaining agreement, including but not limited to Article XIV.2.b and c and all relevant statutes, regulations, and legal decisions; and

WHEREAS, the Superintendent, and a committee of the board, has reviewed the evidence and contractual language presented by both parties; and

WHEREAS, it has been determined that the District followed the agreement memorialized on August 20, 2024 that provided: 1. Human Resources will request a list of volunteers for open positions. As acknowledged, the District may determine that a non-volunteer is the best fit for the position and involuntarily transfer. 2. Building administration will meet with staff to discuss an anticipated involuntary transfer. The meeting does not divest administration of the decision to recommend transfer to the Board. The final decision on transfer is the Board approval of the same.

NOW, THEREFORE, BE IT RESOLVED that the South Orange–Maplewood School District **DENIES** the Level IV Grievance filed by the South Orange–Maplewood Education Association (SOMEA).

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
October 30, 2025
HAND CARRY

FOR ACTION

RESOLUTION NO. 4877B

SUBJECT: LEVEL IV GRIEVANCE (NON-NEGOTIATED DUTY)

WHEREAS, the South Orange–Maplewood Education Association (SOMEA) filed a Level IV Grievance and a meeting was scheduled October 7, 2025, concerning the alleged violation of the Collective Bargaining Agreement (CBA) by the assignment of non-negotiated duties (corridor duty, office support duty, and content area lab duty) outside of scheduled lunch periods; and

WHEREAS, the Association contends that these assignments violate Article XXI.7.g and other relevant sections of the CBA; and

WHEREAS, the Superintendent, and a committee of the board has reviewed the evidence and contractual language presented by both parties; and

WHEREAS, it has been determined that the assigned duties constitute reasonable and necessary supervisory responsibilities inherent to the role of teaching staff members and do not violate the specific provisions cited, as they are not deemed "lunch-related duties" that infringe upon the contractually defined duty-free lunch period;

NOW, THEREFORE, BE IT RESOLVED that the South Orange–Maplewood School District **AFFIRMS IN PART AND DENIES IN PART** the Level IV Grievance filed by the South Orange–Maplewood Education Association (SOMEA).

Maplewood Middle School will cease the assignment of the office support duty. The other duty assignments are student supervisory duties that are not subject to negotiation and may be assigned by the administration.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
October 30, 2025
HAND CARRY

FOR ACTION

RESOLUTION NO. 4877C

**SUBJECT: LEVEL IV GRIEVANCE (RETROACTIVE 6TH PERIOD
 COMPENSATION)**

WHEREAS, the South Orange–Maplewood Education Association (SOMEA) filed a Level IV Grievance and a meeting was scheduled October 7, 2025, concerning the alleged violation of the Collective Bargaining Agreement (CBA) that the District failed to give retroactive pay to members who received a sixth period assignment during the 2024–2025 school year; and

WHEREAS, the Association that Members who taught a sixth class, whether for the full year or partial year, are eligible for retroactive compensation; and

WHEREAS, the Superintendent, and a committee of the board has reviewed the evidence and contractual language presented by both parties; and

WHEREAS, it has been determined that the request seeks retroactive payment for extra compensation and not salary. The language of the MOA provides only for retroactive compensation for salaries whereas temporary 6th period assignments are extra compensation. The Board has a longstanding past practice over several negotiated contracts whereby it does not pay extra compensation retroactively. The Association did not negotiate a change to this past practice;

NOW, THEREFORE, BE IT RESOLVED that the South Orange–Maplewood School District **DENIES** the Level IV Grievance filed by the South Orange–Maplewood Education Association (SOMEA).