

HAND CARRY
SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NJ
PUBLIC BOARD MEETING
SEPTEMBER 25, 2025

FOR ACTION

RESOLUTION

4864A

SUBJECT:

**DENIAL OF LEVEL IV GRIEVANCE – TEACHER START DATE
VIOLATION**

WHEREAS, on February 27, 2025, the Board of Education duly adopted the 2025–2026 academic calendar (the “Calendar”), which establishes August 27, 2025 as the first day for teachers to report for professional development; and

WHEREAS, on or about July 30, 2025, the South Orange Maplewood Education Association (“SOMEA” or “Association”) filed a grievance asserting that the adoption and implementation of the Calendar constitutes a contractual violation of Article XX and other provisions of the Collective Bargaining Agreement (“CBA”), including alleged past practices regarding a September start to the teacher work year; and

WHEREAS, the Association further asserts that the adoption of the Calendar represents a continuing violation and seeks, among other remedies, the adoption of a revised calendar establishing a September start date for teachers, as well as per diem compensation for teachers required to report on August 27, 2025 and August 28, 2025.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby **denies** the grievance in its entirety.

HAND CARRY
SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NJ
PUBLIC BOARD MEETING
SEPTEMBER 25, 2025

FOR ACTION

RESOLUTION 4864B

**SUBJECT: DENIAL OF LEVEL IV GRIEVANCE – PROFESSIONAL
DEVELOPMENT VIOLATION**

WHEREAS, on February 27, 2025, the Board of Education duly adopted the academic calendar for the 2025–2026 school year (the “Calendar”), which includes a full-day professional development day on August 27, 2025 and half-day professional development sessions on October 14, 2025, November 4, 2025, January 13, 2026, February 26, 2026, and April 14, 2026; and

WHEREAS, on or about July 30, 2025, the South Orange Maplewood Education Association (“SOMEA” or “Association”) filed a grievance alleging that the professional development schedule in the Calendar exceeds the District’s contractual authority under Article XX and other provisions of the Collective Bargaining Agreement (“CBA”); and

WHEREAS, the Association further contends that the inclusion of professional development on August 27, 2025 and the designation of multiple half-days during the instructional year violate past practice and contractual limits on mandatory professional development; and

WHEREAS, the Association seeks as remedies: (1) the development and adoption of a new academic calendar consistent with its interpretation of the CBA, (2) per diem compensation for all employees required to attend professional development in excess of the Association’s asserted contractual limits, and (3) any and all other remedies necessary to make members whole.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby **denies** the grievance in its entirety.

HAND CARRY
SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NJ
PUBLIC BOARD MEETING
SEPTEMBER 25, 2025

FOR ACTION

RESOLUTION 4864C

**SUBJECT: DENIAL OF LEVEL IV GRIEVANCE – WORK YEAR VIOLATION
(11-MONTH EMPLOYEES)**

WHEREAS, on February 27, 2025, the Board of Education duly adopted the academic calendar for the 2025–2026 school year (the “Calendar”); and

WHEREAS, on August 13, 2025, the District advised certain eleven-month employees that their work year would begin ten (10) days prior to the official student start date of September 2, 2025; and

WHEREAS, on or about July 30, 2025, and again in subsequent filings, the South Orange Maplewood Education Association (“SOMEA” or “Association”) asserted that requiring eleven-month employees to report prior to September 2, 2025 constitutes a contractual violation of Article XX.C of the Collective Bargaining Agreement (“CBA”), which provides that supportive employees on a ten- or eleven-month schedule “should report to work on September 1st or the day after Labor Day, whichever is earlier”; and

WHEREAS, the Association has filed a grievance seeking, among other remedies, (1) adoption of a revised calendar that commences the work year for eleven-month employees in September, (2) per diem compensation for any days worked before September 2, 2025, and (3) any other remedies necessary to make members whole.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby denies the grievance in its entirety.