

SIDEBAR AGREEMENT

THIS AGREEMENT is entered on this 18 day of May 2021.

WHEREAS, the Old Bridge Board of Education ("the Board") and the Old Bridge Education Association ("the OBEA") are parties to a Collective Bargaining Agreement in place from July 1, 2019 through June 30, 2024; and

WHEREAS, the parties' authorized representatives have discussed a transition from traditional scheduling to block scheduling at the high school and middle school levels, which transition would require revisions of the parties' Collective Bargaining Agreement and of certain terms and conditions of employment of affected teaching staff members which are subject to mandatory negotiations:

NOW, THEREFORE, in consideration of the terms of this Sidebar Agreement, the parties agree to revise the language of their Collective Bargaining Agreement, and to establish new terms and conditions of employment for affected teaching staff members, as follows:

1. Effective with the 2021-2022 school year, and notwithstanding any language of the 2019-2024 Collective Bargaining Agreement, Old Bridge Public Schools Employee Manual, and/or past practice to the contrary, instruction at the high school and middle school levels shall be implemented under an A-B block schedule, consistent with the model schedules attached to this Agreement. Language implementing such schedules consistent with this agreement and the attached documents shall be added to Article VII, and the current scheduling language of Article VII shall also remain in place in the event the high school and/or middle school revert to traditional scheduling in the future. All existing language in Article VII will remain in effect under the block model except in cases where the language below directly contradicts it.
2. In entering this Agreement, the parties mutually acknowledge that the scheduling revisions enacted by this Agreement are a mandatory subject of negotiations under New Jersey law, and that they have engaged in such negotiations and reached this Agreement, resulting in all necessary contractual revisions to enable the implementation of all aspects of the attached model schedules.
3. High School Schedule:
 - a. The parties mutually acknowledge that the current terms of their 2019-2024 Collective Bargaining Agreement provide the following minimums and maximums for the listed types of time for professional teaching staff members:
 - i. Total work day: maximum of 7 hours, fifteen minutes (Article VII.A)
 - ii. Instructional time: maximum of 205 minutes (5x41 minutes), 246 (6x41 minutes) with 6th period stipend (Articles VII.A and XXXVIII.P)
 - iii. Duty-free lunch period: minimum of 41 minutes (Article VII.B)
 - iv. Duty assignments consistent with past practice
 - v. Professional preparation time: daily minimum of 41 minutes
 - b. Effective with the 2021-2022 school year and notwithstanding any language in Article VII, elsewhere in the Collective Bargaining Agreement, Employee Manual or past practice to the contrary, the high school will operate on an A-B- block schedule, including:
 - i. Total work day not to exceed 7 hours, fifteen minutes (no change)

- ii. Instructional time of five (5) blocks of 86 or 88 minutes each over the two-day cycle, for an average daily instructional load not to exceed 434 minutes over the two-day cycle / 217 minutes average per day
- iii. Duty-free lunch period of no less than 26 minutes per day; teachers will continue to be scheduled for a minimum of four (4) minutes of passing time before and after their duty-free lunch
- iv. Duty assignment not to exceed 43 minutes, shall only be scheduled on days when a teacher teaches no more than 2 blocks. The remaining 43 minutes of the block shall be subject to scheduling of IEP, 504, RTI and similar meetings, in the absence of which the teacher will engage in professional preparation.
- v. Exclusive of lunch, passing time and additional instructional assignments per Paragraph 6 of this agreement and Article XXXVIII.P of the Collective Bargaining Agreement, each teacher shall have a daily, 86-minute block of uninterrupted professional preparation. The additional time referenced in paragraph 3.b.iv, above, shall be subject to meeting scheduling as noted.
- vi. Teachers shall be assigned no more than three (3) instructional blocks each day, including 6th periods, without teacher agreement, subject to the Board's authority to assign a compensated 6th period as necessary per Article XXXVIII.P.

4. Middle School Schedule:

- a. The parties mutually acknowledge that the current terms of their 2019-2024 Collective Bargaining Agreement provide the following minimums and maximums for the listed types of time for professional teaching staff members:
 - i. Total work day: maximum of 7 hours, fifteen minutes (Article VII.A)
 - ii. Instructional time: maximum of 225 minutes (5x45 minutes), 270 (6x45 minutes) with 6th period stipend (Articles VII.A and XXXVIII.P)
 - iii. Duty-free lunch period: minimum of 45 minutes (Article VII.B)
 - iv. Duty assignments consistent with past practice
 - v. Professional preparation time: daily minimum of 45 minutes
- b. Effective with the 2021-2022 school year and notwithstanding any language in Article VII, elsewhere in the Collective Bargaining Agreement, Employee Manual or past practice to the contrary, the middle schools will operate on an A-B- block schedule, including:
 - i. Total work day not to exceed 7 hours, fifteen minutes (no change)
 - ii. Instructional time of three (3) blocks of seventy-five (75) minutes each per day, for an average daily instructional load not to exceed 227 minutes / 454 minutes over two-day cycle
 - iii. Duty-free lunch period of no less than 37 minutes per day
 - iv. Duty assignment not to exceed three (3) assignments of no more than twenty-five (25) minutes each per week, in addition to one additional twenty-five (25) minute period per week during which the teacher shall be subject to scheduling of IEP, 504, RTI and similar meetings, in the absence of which the teacher will engage in professional preparation.
 - v. Duty and prep time assignments during Block 3 / Lunch at the middle schools shall be assigned in an equitable / rotating manner, with three rotations effective on or about September 1 – November 30; December 1 – February 28 / 29; and March 1 – Last Day of Classes. Each affected teacher will be assigned during one such rotation to each of three split assignments: First Duty (25 minutes duty, 50 minutes prep); Second Duty (25 minutes prep, 25 minutes duty, 25 minutes prep); and Third Duty (50 minutes prep, 25 minutes duty).

- vi. Administration will also make every effort to provide an equitable rotation of duty and professional preparation assignments among the Blocks of the school day to equalize the distribution of uninterrupted 50-minute preparation periods to all middle school teachers, with the emphasis placed upon being able to appropriately run the buildings.
- vii. Professional preparation time of a minimum of fifty (50) minutes per day, including one (1) uninterrupted prep period of seventy-five (75) minutes per week

5. Professional Preparation Time:

- a. Article VII.C currently provides that teachers may leave their buildings during duty-free prep and lunch time, with the permission of the Principal, which shall not be withheld except where the request conflicts with planned activities.
- b. Principals may schedule group planning, IEP meetings and RTI during duty time, and may schedule such activities during professional preparation time only with the agreement of the teacher.

6. Sixth Period Assignments:

- a. Full-year and partial-year, every day sixth period assignments shall continue to be compensated at 19.56% of annual salary, subject to all other provisions of Article XXXVIII.P. Under a block schedule, a teacher assigned to an additional instructional period would teach seven (7) blocks over two days at the middle schools (4 blocks one day and three blocks the other) and six (6) blocks over two days at the high school. Affected teachers will be compensated for all school days during which the additional assignment is in effect, not just days on which the additional class takes place.
- b. Sixth period assignments, such as RTI, which are scheduled only on alternate days and consist of one-half of an instructional block, shall be compensated at 9.78% of annual salary, subject to all other provisions of Article XXXVIII.P.
- c. Consistent with the parties' past practice, teachers assigned to an additional instructional block shall not be assigned to duty. Substitute coverage will be arranged to facilitate legally required meetings (IEP, 504, RTI) during the professional preparation period of a teacher with an additional instructional assignment.
- d. Except in cases of documented staffing emergencies, additional teaching assignments will be made on a voluntary basis.

7. Class Coverage:

- a. Coverage of a partial instructional block, defined as a period of up to 45 minutes, shall be compensated at \$34.85 as set forth in Article VII.D.
- b. Coverage of a full instructional block of in excess of 45 and up to 75 minutes at the middle school level shall be compensated at \$58.08 (\$34.85 x 1.66). Coverage of a full instructional block in excess of 45 and up to 88 minutes at the high school level shall be compensated at \$69.70 (\$34.85 x 2). Article VII.D is revised accordingly.
- c. In consideration of the terms of this Agreement, any teaching staff members who have been assigned to class coverage during the 2020-2021 school year for periods of sixty minutes or more shall, upon documentation and confirmation of all such assignments and coverage, which must be presented within thirty (30) days of the ratification date of this Agreement, be compensated at the rate set forth in subsection 7.b, above.

- 8. General Supervision: the current Article VIII.B coverage rate would continue to apply for coverage of a revised, 40-minute student lunch at the middle school level (5-minute reduction from current 45). The high school rate shall remain as stated in Article VIII.B. The second

sentence of Article VIII.B shall be revised to provide in full, "The lunch period coverage rate shall be \$10.00 at the elementary and high school and \$15.00 at the middle school."

9. **Paraprofessional Lunch:** upon implementation of block scheduling as set forth herein, paraprofessionals shall continue to have guaranteed, duty-free lunch periods on all regular, full-length school days of no less than fifty (50) minutes at the elementary schools, 45 minutes at the middle schools, and 41 minutes at the high school, which maintains the status quo as set forth in Articles XXXIII.B.3 and VII.B of the parties' Collective Bargaining Agreement.
10. **Shortage Area Hires:** to facilitate the shortage-area teacher staffing needs required by the transition to block scheduling at the secondary level without unduly increasing sixth period assignments, the parties agree to the following terms of appointment for new hires in shortage areas as listed in Article IX.A.2.b:
 - a. New teaching staff members hired effective with the 2021-2022 school year, to start work in such shortage areas on September 1, 2021 or after shall receive a signing bonus of \$3,500. This shall apply only to teaching staff members hired with a start date during the 2021-2022 school year.
 - b. Said bonus shall be non-pensionable and not subject to tenure protection, and shall consist of two payments of \$1,750, the first to be issued on the September 30 payroll and the second to be issued on the January 30 payroll.
 - c. Teaching staff members hired for the 2021-2022 school year with a start date on or after October 1 shall receive a pro-rated signing bonus of \$1,750 in one payment, to be issued on the January 30 payroll.
 - d. Any teaching staff member qualifying for said bonus who separates from the employment of the school district for any reason prior to June 30, 2022 shall be required to fully reimburse the district the amount of the bonus.
11. **Middle School Class Size:** upon implementation of block scheduling as set forth herein, any middle school content area teacher (English, math, science and social studies) whose average student populations in all instructional assignments as of October 15 exceeds 31.00 students, shall be paid a stipend for that school year only, in the amount of two thousand five hundred dollars (\$2,500), which amount shall be equally paid over the remaining pay periods of the school year starting with the November 15 payroll.
12. **Employee Illness during the Work Day:** upon implementation of block scheduling as set forth herein, prorated sick day accounting shall continue to be based upon the times listed in Article XXXVIII.T.3. The times as listed shall govern, and the references to instructional periods shall not be used for this purpose at the high school and middle schools.
13. **OBEA President Work Day:** upon implementation of block scheduling as set forth herein, if the OBEA President is a teacher at the secondary level, he or she shall have no assignment or responsibilities during Blocks 3 or 4, or PM homeroom, and the two-day rotation shall not exceed a total of three (3) blocks of instructional assignments; if the OBEA President is an elementary teacher, he or she will be assigned a half instructional load, meaning three (3) instructional periods per day.
14. The foregoing constitutes the parties' entire agreement as to this matter. No additional agreements are made by, nor any other Collective Bargaining Agreement language changed, by this sidebar agreement unless confirmed in writing and executed by both parties.

15. In entering this agreement, the parties understand and acknowledge that they are not re-opening their 2019-2024 Collective Bargaining Agreement, nor has said Agreement expired. All terms and conditions of employment set forth in said Agreement remain binding and in full force and effect except as set forth herein.

Dated: 5/18/21

FOR THE BOARD:

Jill X. DeCaro

FOR THE OBEA:

T. A. G.

Old Bridge High School: Block A/B Schedule

Block	Start Time	End Time	Total Time
Block 1	7:35	9:03	88 mins (Homeroom/Announcements)
Block 2	9:08	10:34	86 mins
Block 3 /Lunch	10:39	12:35	116 mins (86 mins + 26 Mins + passing time)
	Lunch A- 10:39- 11:05	Block 3 Classtime- 11:10-12:35 (85 mins)	
	Block 3 Classtime- 10:39-11:26	Lunch B- 11:30-11:56	Block 3 Classtime- 12:00-12:35 (84 mins)
Block 4	Block 3 Classtime- 10:39- 12:05 (86 mins)		Lunch C- 12:09-12:35
	12:40	2:06	86 mins

Period	Display	Start Time	End Time	Period 3 Lunch	Period 5 Lunch	Period 7 Lunch	Minutes
0	0	7:10 A	7:31 A	Period 0 Duty Period			21 (42 over 2 days)
1	1A or 1B	07:35 A	09:03 A	Period 1	Period 1	Period 1	88 minutes
2	2A or 2B	09:08 A	10:34 A	Period 2	Period 2	Period 2	86 minutes
3	3A or 3B	10:39 A	11:05 A	Period 3 Lunch*	Period 3-4	Periods 3-6	86 minutes
4	4A or 4B	11:08 A	11:21 A				
5	5A or 5B	11:24 A	11:50 A	Period 5 Lunch*			
6	6A or 6B	11:53 A	12:06 P	Periods 4-7	Period 6-7	Period 7 Lunch*	26 minutes
7	7A or 7B	12:09 P	12:35 P				
8	8A or 8B	12:40 P	02:06 P	Period 8	Period 8	Period 8	86 minutes
9	9	02:06 P	02:27 P	Period 9 Duty Period			21 (42 over 2 days)

OBHS Block Schedule

A-Day

Period	Time
1A	7:35-9:03
2A	9:08-10:34
3-7A Skinny periods (like our current 4-10)	10:39-12:35 including lunches Period 3-10:39-11:05 Period 5-11:24-11:50 Period 7-12:09-12:35
8A	12:40-2:06

B-Day

Period	Time
1B	7:35-9:03
2B	9:08-10:34
3-7B Skinny periods (like our current 4-10)	10:39-12:35 including lunches Period 3-10:39-11:05 Period 5-11:24-11:50 Period 7-12:09-12:35
8B	12:40-2:06

Middle School Block A/B Schedule

- Components of proposed schedule
- Four (4) 75-minute Blocks per day
- Three (3) minutes of passing time per class except before and after the lunch block (Block 3)
- Continuation of AM and PM Homerooms
- Change of start of day by five (5) minutes change at beginning of day
- End of day remains the same
- All teachers instruct three (3) blocks per day for 225 total minutes (no change in current contractual language)
- Math and ELA teacher teach same students on A-Day and B-Day.
- Science, Social Studies, PE, and Related Arts teachers instruct three different blocks on A-Day and B-Day
- Teachers have 37-minute lunch and additional preparation time throughout the school day

Block	Start Time	End Time	Total Time
Homeroom	8:10	8:25	15 minutes
Block 1	8:28	9:43	75 minutes
Block 2	9:46	11:01	75 minutes
Block 3 /Lunch	11:06	1:03	111 mins (75 mins + 37 Mins + passing time)
	Lunch A- 11:06-11:43	Block 3 Classtime- 11:46-1:03 (77 mins)	
	Block 3 Classtime- 11:06-11:43 (37 minutes)	Lunch B- 11:46-12:23	Block 3 Classtime- 12:26-1:03 (37 minutes- 74 total mins)
	Block 3 Classtime- 11:06-11:43 (37 minutes)		Lunch C- 12:26-1:03
Block 4	1:08	2:23	75 minutes
Homeroom	2:26	2:41	15 minutes