

STATE OF MARYLAND
PUBLIC SCHOOL LABOR RELATIONS BOARD

IN THE MATTER OF:

TEACHERS ASSOCIATION
OF ANNE ARUNDEL COUNTY,

Charging Party,

v.

ANNE ARUNDEL COUNTY BOARD
OF EDUCATION,

Charged Party.

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PSLRB Case No. SV 2023-01

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**DECISION AND ORDER DENYING REQUEST FOR RELIEF AND
DISMISSING CHARGE**

I. DECISION

a. INTRODUCTION AND POSITIONS OF THE PARTIES

On August 15, 2022, the Teachers Association of Anne Arundel County (“TAAAC”) filed a CHARGE OF VIOLATION OF TITLE 6, SUBTITLE 4 OR SUBTITLE 5, OF EDUCATION ARTICLE (Form PSLRB-05) with the Public School Labor Relations Board (“PSLRB”). Form PSLRB-05 reflects the authority granted to the PSLRB by the Education Article of the Annotated Code of Maryland to “decide any controversy or dispute arising under Title 6, Subtitle 4 or 5 of this Article.” Md. Code Ann., Educ. § 2-205(e)(4)(I).

In its Charge, TAAAC asserts that the Board of Education of Anne Arundel County (“Board of Education”) violated Section 6-408(a) of the Education Article (negotiations). More specifically, TAAAC claims that that the actions of the Board of Education in contracting for special education services and its failure to negotiate with TAAAC regarding this procurement constitutes an unfair labor practice under this section.

On September 9, 2022, the Board of Education filed a Motion to Dismiss, Or, In The Alternative, A Motion for Summary Decision (“Response”).¹ In its Response, the Board of Education asserted, among other claims, that this matter should be dismissed as untimely.

On September 19, 2022, TAAAC filed a Response Memorandum to the County Board’s September 9, 2022, motion.

b. FACTUAL BACKGROUND

As indicated in the Board of Education’s Response, solicitations for bids for the contracting out of staff are posted publicly on its website. In accordance with this policy, on December 6, 2021, solicitations for bids for special education positions were posted online. The Board of Education thereafter accepted bids from various contractors.

Subsequently, the Board of Education publicly posted (online) an agenda of its upcoming May 18, 2022, meeting, in which it indicated that Anne Arundel County Public Schools intended to:

procure a pool of qualified staffing companies to supplement staffing levels for the Special Education Office and the Department of Student Services. This contract includes temporary staffing for nineteen different positions, providing direct and indirect instruction to students in the classroom or through virtual programs.

Included with the meeting agenda was a detailed table of the types of staff and various pay rates being proposed by the bidding contractors. At this meeting, the bids were reviewed and the contract awards for special education positions voted on.

During the time period that the bid process was taking place, negotiations between the parties were ongoing. These negotiations resulted in mediation efforts, and eventually an impasse proceeding before the PSLRB wherein the mediator’s offer of settlement was adopted, thereby concluding negotiations with a final written agreement implemented between the parties. TAAAC did not attempt to negotiate over the contracting out of special education positions until the parties were in impasse proceedings.

These facts are undisputed.

c. ANALYSIS

COMAR 14.34.04.03(A)(2) states, “In order to be timely, Form PSLRB-05 must be filed with the Executive Director of the Board within 60 days after the charging party knew, or

¹ Pursuant to COMAR 14.34.03(B)(1), a party must file an answer to a charge within 20 days of its service; however, under COMAR 14.34.06(E)(4), the PSLRB may extend this time period for “good cause shown.” Because the PSLRB extended the time period for the Board of Education’s Response, the Response was timely.

reasonably should have known, of the statutory violation alleged.” Based on the undisputed facts outlined above, we find that TAAAC either knew, or reasonably should have known, about the contracting out of special education staffing more than 60 days before the instant Charge was filed (i.e., prior to June 16, 2022), thereby making its Charge untimely.

Furthermore, negotiations in this matter concluded with a full hearing before the PSLRB to resolve the above-mentioned impasse, resulting in the adoption and implementation of a final agreement between the parties on August 31, 2022.

d. CONCLUSION

For the foregoing reasons, TAAAC’s Charge is hereby dismissed.

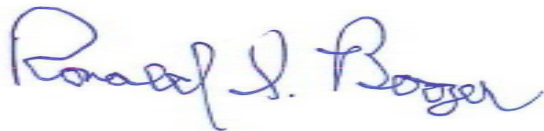
II. ORDER

IT IS HEREBY ORDERED THAT THE CHARGE IN PSLRB Case No. SV 2023-01 IS DISMISSED.

BY ORDER OF THE PUBLIC SCHOOL LABOR RELATIONS BOARD:



Elizabeth Morgan, Chair



Ronald S. Boozer, Member



R. Allan Gorsuch, Member



Philip S. Kauffman, Member

December 28, 2022
Annapolis, MD

APPEAL RIGHTS

Any party aggrieved by this action of the PSLRB may seek judicial review in accordance with Title 10, Subtitle 2 of the State Government Article, Annotated Code of Maryland, Sec. 10-222 (Administrative Procedure Act—Contested Cases) and Maryland Rules CIR CT Rule 7-201 *et seq.* (Judicial Review of Administrative Agency Decisions).
