

CARROLL COUNTY BOARD  
OF EDUCATION,

Appellant  
v.

CARROLL COUNTY EDUCATION  
ASSOCIATION,

Appellee.

BEFORE THE  
MARYLAND  
STATE BOARD  
OF EDUCATION

Opinion No. 13-35

## OPINION

### INTRODUCTION

The Carroll County Board of Education (local board) petitions for a declaratory ruling on a labor issue. The Carroll County Education Association (CCEA) has moved to dismiss the petition.

### STANDRD OF REVIEW

On the issue presented here, we exercise our independent judgment in interpreting education law. COMAR 13A.01.05.05E.

### FACTUAL BACKGROUND

On January 3, 2013, CCEA filed a grievance on behalf of member Kristine Holocker, a teacher at Winfield Elementary School, asserting that Ms. Holocker was not granted full credit for her five previous years of teaching experience per Article XIV(B) of the Negotiated Agreement between CCEA and the County Board. *See*, Exhibit #1. The timeline below summarizes the procedural process that followed:

- January 3, 2013 – CCEA filed step 1 grievance. *See*, Exhibit #2.
- February 27, 2013 – CCPS denied the grievance. *See*, Exhibit #3.
- February 28, 2013 – CCEA advances grievance to step 2. *See*, Exhibit #4.
- April 2, 2013 – CCEA received information from local board about other similarly situated employees CCPS. CCEA converts the grievance to a class action grievance. *See*, Exhibit #5.
- April 9, 2013 – CCPS denied class action grievance as an illegal topic of bargaining. *See*, Exhibit #6.
- April 25, 2013 – CCPS denied the class action grievance at step 3 as an illegal topic of bargaining. *See*, Exhibit #7.

On April 26, 2013, the local board filed a Petition for Declaratory Ruling asserting that the topic at issue was an illegal topic of bargaining because it fell within the educational policy purview of this Board. The CCEA filed a Request to Resolve a Dispute Concerning

Negotiability with the Public School Labor Relations Board asserting that issue was a mandatory topic of bargaining because it involved salary.

### LEGAL ANALYSIS

This case is about which step and lane on the negotiated salary scale Ms. Holocker should have been placed. The local board asserts that initial placement on the negotiated salary scale is a matter of "imperative education policy" and thus within the jurisdictional purview of this Board. The local board argues that because Md. Code Ann., Educ. §6-201(b) vests the superintendent with the non-negotiable authority to: (1) nominate for appointment by the local board "[a]ll principals, teachers, and other certificated personnel" and (2) to assign teachers and other certificated staff to their positions and duties "as the needs of the schools require," and because Md. Code Ann., Educ. §4-103 specifically states that local boards of education upon written recommendation from the county superintendent shall appoint teachers and certificated personnel and set their salaries, that the initial placement on the negotiated salary scale is an educational policy matter that is integral to fulfilling the local board's obligation to "[m]aintain throughout its county a reasonably uniform system of public schools that is designed to provide quality education and equal educational opportunity for all children." Md. Code Ann., Educ. §4-108(2).

We do not agree. The placement on the negotiated salary scale is not directly related to the Superintendent's duty to hire or assign a teacher. Placement on the salary scale occurs after hiring and assignment takes place. It is governed by the salary scale that has been negotiated and set forth in the Collective Bargaining Agreement.

As the CCEA explains in its Motion to Dismiss:

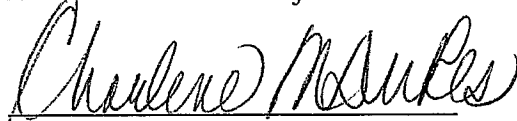
It appears that the local board is requesting the State Board to decide if under Section 6-201(b) the superintendent has authority to nominate certificated personal for appointment by the county board and to assign those approved by the county board into a position in a specific school. There is, however, no dispute in that regard as CCEA acknowledges that each and every member of the underlying class of grievants was actually nominated for appointment to the County Board. Additionally, CCEA does not dispute that every single grievant in the underlying class was actually assigned to a position in a specific school. CCEA is even willing to go one step beyond the specifics of Section 6-201(b) and state that many of the members of the underlying class were not only assigned to a position in a specific classroom within said school or schools but also assigned to a specific classroom within said school or schools. Finally, CCEA has not asserted and remains unaware of any transfer, promotion, or discipline issues relating to the underlying class of grievants. Inasmuch, there are no disputes for the State Board [SBOE] to decide....

We agree that §6-201 of the Education Article is not implicated here. This is not a case about hiring or assignment.

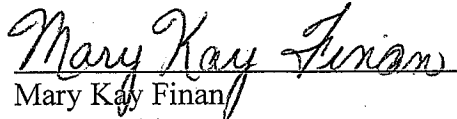
Nor is §4-103 of the Education Article implicated here. That statute gives the local boards authority to set salaries. The local board did indeed set teachers' salaries in Carroll County. They did so in negotiation with the CCEA. Where a teacher is placed on that negotiated salary scale does not affect the local board's authority to "set salaries."

CONCLUSION

For all the reasons set forth herein, we dismiss this case for lack of jurisdiction.



Charlene M. Dukes  
President



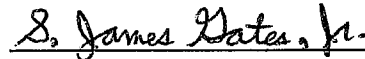
Mary Kay Finan  
Vice President

Absent

James H. DeGraffenreidt, Jr.



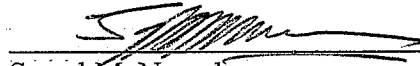
Linda Eberhart



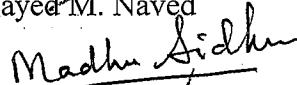
S. James Gates, Jr.



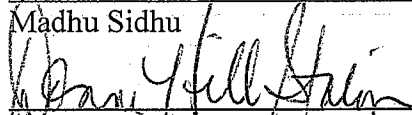
Luisa Montero-Diaz



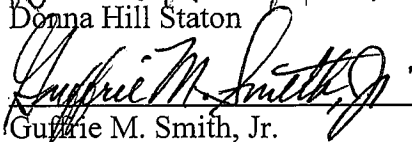
Sayed M. Naved



Madhu Sidhu



Donna Hill Staton



Guffie M. Smith, Jr.

June 25, 2013