

IN MEDIATION

In the Matter of the Mediation Between:  
**ANNE ARUNDEL COUNTY PUBLIC SCHOOLS**

and

Bargaining Impasse  
PSLRB Case I 2022-05

**TEACHERS ASSOCIATION OF ANNE ARUNDEL  
COUNTY**

Before David Vaughn, Mediator

**OFFER OF SETTLEMENT**

This Mediation proceeding takes place pursuant to Maryland Code Annotated, Education Article, Title 6, Subtitle 4, Section 6-408. The Anne Arundel County Public Schools ("AACPS" or the "Board"), as employer of AACPS certificated employees, and the Teachers Association of Anne Arundel County ("TAAAC" or the "Union") as exclusive bargaining representative for said employees, have engaged in collective bargaining, as required by law, for a new collective bargaining agreement ("CBA") to supersede a CBA which expired by its terms on June 30, 2022. The Board and Union are the "Parties" to the dispute.

The Parties had been unable to reach agreement on a new CBA to cover Fiscal Year 2023 (and beyond if a multi-year contract). As a result of that inability, the Union submitted a request to the Public Schools Labor Relations Board ("PSLRB") for a Determination of Impasse, which that Board issued. The Determination triggered the statutory dispute resolution process, including submission by the Parties to the PSLRB of their respective last and best offers and the obligation to select a Mediator and continue negotiations with mediation assistance.

The Parties selected me to mediate the dispute. They each executed mediation confidentiality agreements, submitted written pre-hearing statements and supporting documents, met separately with me on June 28 (Union) and July 11 (Board) and engaged in a long day of mediation on July 18, 2022. All meetings were conducted online. The Union was represented in the Mediation by MSEA General Counsel Kristy Anderson and the Board by Director of

Employee Relations Melisa Rawles, each Party supported by their respective teams. I thank the spokespersons and their teams for their professionalism and patience.

The Parties had made little progress during their earlier negotiations, and came to Mediation far apart on all significant issues. The issues were difficult and the concessions hard-fought. However, through joint and separate discussions at the bargaining table and away from it, the Parties were able to work through their differences and reached agreement on all but two, related issues. That said, in order to resolve the bargaining impasse, agreement was required on all issues. Following the end of the mediation session on July 18<sup>th</sup>, the Parties and I made several efforts to bridge the last gaps and reach agreement, but were unable to do so. Accordingly, I concluded the active mediation and, pursuant to the Statute, have prepared and hereby issue this written Offer of Settlement, which I am providing to both Parties and to PSLRB.

The Offer of Settlement consists of five classes of provisions as described, each and all of which I hereby recommend in settlement of all matters raised:

First, the new Agreement should include all of the provisions of the CBA which expired on June 30, 2022 the renegotiations of which were not proposed by either Party. Those provisions would carry forward into the new Agreement, without change;

Second, the new Agreement should include all provisions of the expired Agreement which were proposed to be changed during negotiations but for which proposed changes were withdrawn during the negotiations in favor of language carried forward from the expired agreement, including but not limited to those subjects listed in Section II, below;

Third, the new Agreement should include all provisions of the expired agreement which were proposed to be changed during negotiations and which were agreed to during the negotiations or in

mediation. Those provisions agreed prior to Mediation have been identified by the Parties and are not separately listed. Those agreed in Mediation are included in Section I (along with the unresolved issues) and are separately described below, based on the final offers in Mediation. The terms of such provisions should be adopted in the new Agreement as set forth below;

Fourth, in addition to terms included within the new Agreement, the settlement should include as two separate Memoranda of Understanding ("MOU"s) described in Section I, Items 2 and 3, with language from the last versions of each MOU circulated during mediation;

Fifth and finally, the two, interrelated issues on which the Parties were unable to reach agreement are described and discussed below. I recommend settlement of those issues on the terms and for the reasons set forth below.

### **Discussion of Unresolved Issues**

The Parties were not in agreement at the end of mediation on two provisions. They are Items 6 and 7 in the list of contract provisions addressed in mediation and listed in Section I, below.

The first issue unresolved between the Parties is planning time, which teachers and the Union on their behalf consider extremely important for effective teaching and working conditions. The expired agreement provides for 210 minutes of planning time per week. The Union asserts that teachers, in fact, receive 240 minutes per week on an extra-contractual basis but with the support of school-level administration and sought to increase the contractual weekly planning time to 240 minutes. The Board does not dispute the importance of planning time, and proposed to keep contractually-protected planning time at the current level of 210 minutes per week. It denies that all teachers receive 240 minutes of planning time per week.

I have no reason to question the veracity of either Party's assertions as to the amount of planning time actually provided to teachers. But mediation is not a fact-finding process, let alone a process to draw factual conclusions who is correct and who is incorrect on a particular point. My sense is that many, but not all, teachers do receive 240 hours of planning time per week; whatever the amount, only 210 minutes are contractually recognized.

The counterpoint to the planning time debate is management's proposal to be able to assign teachers "non-teaching" duties (including lunch, recess and bus coverage) for 120 minutes per week. Supervision of students during those activities is necessary. The Board proposal would increase the time presently allowed so that the Administration to assign coverage for lunch and recess (the duration of which was recently expanded to 30 minutes). The Board's assertion is that other, non-teaching staff are insufficient in number to provide necessary coverage. It is not disputed that there are an unusual and unfortunate number of vacancies system-wide which make coverage of non-teaching activities by non-teachers more difficult to provide.

Making teachers available for non-teaching duties comes at a cost: there are only so many minutes in the school work week, so time to provide lunch, recess and bus coverage (as well as any other coverage) would likely come from non-contractual teacher planning time. The Board's proposal would not alter the contractually-recognized 210 minutes per week of planning time, but would almost certainly cut into the 240 planning minutes per week claimed by the Union (but disputed by the Board). Administrators who have worked to provide this additional half hour weekly of planning may well seek to continue to do so, but that will be more difficult if teachers are pulled off to handle non-teaching duties.

There are other, smaller notes on unresolved issues as part of the Offer: *first*, the Board's version of a proposal (originally

advanced by the Union) for a work group with respect to planning time included in its discussions both individual and collaborative planning time. The latter is an important part of the Blueprint, and should be handled as part of the roll-out of the Blueprint and with the benefit of guidance from MSBE and the Blueprint Implementation Board. I have omitted collaborative planning from the provision recommended. The Union's version included a task for the work group to "maximize" planning time. I have softened the group's mandate to "increase". *Second*, the settlement recommended includes two MOUs (items 1 and 3 below) agreed between the Parties. It is my intention that the language of those MOUs be the latest, broadest language circulated in mediation.

The above discussion notwithstanding, the negotiations created a workable and balanced package. The agreed provisions form a sound base from which to work. The limited reopener will provide a way to rebalance the terms should that be necessary.

### **Recommendations, Section I.**

The Agreement should include provisions with new language as follows:

1. Continue class coverage pay MOU through FY23 - See attached MOU (will reconcile Article 15B - *Substitute Teachers* and Article 15D - *Class Coverage* proposals).
2. Article 3Y - Extension of MOU for \$10 differential related to learning loss programs and exclusive use of ESSER funds expires August 31, 2024, or when the grant funding is exhausted, expires, or if the costs are otherwise deemed to be ineligible, whichever comes first.
3. MOU (attached) to pay a total not to exceed \$1,500 Leads grant stipend (prorated by FTE) to special educators and related service providers over a two-year period beginning in FY23 through FY24.

4. Article 3 (Counter) - *Salary and Other Compensation* - For FY23, a one (1) step increase for eligible employees and 4% COLA; continue the pre-existing \$1,000 NBC stipends for counselors and \$2000 psychologists through FY24 subject to the expansion of Blueprint eligibility requirements to include counselors and psychologists for NBC pay.
5. Article 9C - *Reimbursement for College Credit* - Workgroup to review the program, including credits per year to be reimbursed and the rate.
6. Article 11C - *Planning Time* - Current language. A jointly formed workgroup to study schedules for individual planning time on all levels with a view toward increasing planning time beyond the 210 minute contractual provision. TAAAC shall select a member to serve as its co-chair; and the Board shall select a member to serve as its co-chair. All workgroup reports, research, proposals or recommendations shall be presented to both negotiating teams before FY25 negotiations or October 2023, whichever occurs first. The workgroup's first meeting shall commence on or before September 30, 2022.
7. Article 14A - *Duties Not Contributing to Teaching* - non-professional duties will not exceed 120 minutes per week.
8. Article 23B - *Rehired Retired Teachers* - Eliminate earnings cap and apply existing contract language for new hires.
9. Article 24 - *Duration of the Agreement* - Enter into a 2-year agreement with compensation/healthcare, review and evaluate the extension of the class coverage MOU, Blueprint requirements through FY24, and one (1) reopener per party.
- 9A. As part of the duration provision, the Agreement will include the following language to reflect the commitment of the Parties:

AACPS is committed to structured collaboration with TAAAC, the exclusive bargaining representative, relating to the implementation of the Blueprint requirements. As part of this agreement, TAAAC representatives will be included on Blueprint committees including but not limited to early childhood education, career ladder development, and college and career readiness pathways.

### **Recommendations, Section II.**

The following proposals considered in Mediation should revert to the contract language from the recently-expired CBA:

1. Article 2D - *Procedures for Suspension of Unit I Member* - discontinue pay for employees while on appeal.
2. Article 3F - *Experience Credit*
3. Article 16 B(4) - *Department Chairperson* - Eliminate vote.
4. Reduction of SLOs from 2 SLOs to 1 SLO.
5. Article 3K - *Department Chair pay*

\*8 elementary school counselor positions will not be included in NBC teacher stipends as they do not meet the Blueprint requirements.

### **Conclusion**

The County's Public Schools and its administrators and the System's teachers and their exclusive bargaining representatives have been hit with a variety of external and internal economic and operational constraints over the last fourteen or so years. While the Parties have done well in many respects - case in point: the recent restoration of steps missed during the great recession - these pressures have damaged the relationship between the

administration and teachers and the Union. That relationship is as close to permanent as happens in life. It needs to be rebuilt.

The Parties have other, looming challenges - implementation of the Blueprint, the continuation of COVID (or the next pandemic) and its impact, economic uncertainty from inflation or recession (maybe both) - for which working together will be crucial to survival, let alone success.

The Union has new leadership; a new Superintendent is coming on board. These negotiations can result in a workable base on which to build going forward. The Blueprint requires a partnership, the terms of which are better agreed than compelled; the language at the end of the Duration provision sets the stage for such a partnership.

I recommend settlement on the terms stated.

I will retain jurisdiction with respect to this offer for a period of 24 hours from issuance to correct drafting references or errors consistent with the Offer's intent.

Issued this 21st day of July, 2022 at 10:30 p.m.

  
M. David Vaughn  
Arbitrator