The parties in this matter are the Board of Education of Anne Arundel County, located at 2644 Riva Road, Annapolis, Maryland 21401, and the Teachers Association of Anne Arundel County, located at 2521 Riva Road, Suite L-7, Annapolis, MD 21401.

The parties are currently engaged in negotiation of a successor to the current collective bargaining agreement, which expires June 30, 2027.

The lead negotiator for the employer is Amana Simmons, the employer's Executive Director of Employee Relations and Leadership Advancement. The lead negotiator for the union is Alyssa Picard, the union's Executive Director.

The first meeting between the parties was on Friday, October 9, 2026. The collective bargaining agreement prescribes rules for the conduct of negotiations, including a requirement in Article 22, Section C that "all proposals shall be presented prior to the close of the second negotiating session."

The second negotiating session took place on Friday, October 16, 2026. The union presented all of its proposals by the end of the day on October 16; the employer did not.

On October 16, the employer indicated that it had prepared proposals. With greater than an hour of the negotiation session remaining, Picard asked Simmons whether the Board's team wanted to present its proposals. Simmons declined.

Near the end of the session, as the employer's team was departing, it provided the union's team with a packet of proposed changes to the text of the collective bargaining agreement. At the end of the packet was a single page of the existing salary scale.

After the session had concluded and Simmons had left the negotiation site, Angie Kennedy-Auth, a member of the employer's negotiating team, advised a member of the union's negotiating team that the Board would not make a financial proposal until after the Superintendent, Mark Bedell, had presented his proposed budget to the Board of Education, and the budget had then gone to the County Council.

Picard wrote to Simmons at 5 pm on Friday requesting clarification of the situation, but did not receive a reply that day.

Over the weekend, in line with its practice of reporting what happens at the bargaining table to union members, TAAAC shared with its membership, via email, the information that the employer had presented a single page of the existing pay schedule, raising the possibility that the employer intended to propose no pay increase. This message advised members that the union had asked for clarification but had not yet received it. The union also asked its members to entreat the Board of Education to present a proposal containing a pay increase at the next opportunity.

On Monday, October 19, at 11:48 am, Simmons responded to Picard's question about the statement made by Kennedy-Auth, stating: "That is correct. The existing salary scale was submitted as a placeholder until the Superintendent submits his budget proposal." (Exhibit 1)

Thereafter, the employer embarked upon a multi-layer campaign of direct communication with TAAAC members. The Superintendent, in an email to all unit members, criticized the union and recounted the history of his favorable treatment of the bargaining unit. He also emphasized that in years past his compensation recommendations had always appeared in his December proposed budget; and that "This year will be no different." (Exhibit 2). A Board member likewise stated on a publicly facing Facebook account that the "compensation placeholder" would be "fleshed out" in Dr. Bedell's December budget recommendation. She emphasized that this approach was consistent with its "usual practice" and emphasized that the information came "DIRECTLY from our chief negotiator." (Exhibit 2). In response to comments, the board member further wrote: "As we've done in past years, Bedell will give the Board his reccomendations [sic] in Dec and we'll go from there" and "…The compensation conversation starts with Bedell's reccomendation in Dec. [sic]" (Exhibit 3).

These statements are significant because they corroborate the chief negotiator's written explanation that the Board has chosen to defer substantive salary bargaining in these negotiations until the Superintendent unilaterally formulates and announces his own compensation recommendation. This requires TAAAC to bargain to a pre-determined compensation package. This is in sharp contrast to what the law requires, which is that the parties be equal partners in negotiating the salary and wages of bargaining unit employees, which is then included in the Board of Education's budget submission to the County fiscal authority.

The Superintendent, Board of Education members, and the Board's lead negotiator all—in various ways—restated their belief in broadcast communications to TAAAC members that the process via which compensation is bargained begins, as one of them put it, when the Superintendent makes his budget proposal to the Board of Education.

AACPS's decision to defer substantive salary negotiations until after the superintendent presents his proposed budget is a violation of Title 6, Subtitles 4 and 5 of the Education Article and §22-206(a)(8) of the State Gov't Article of the *Annotated Code of Maryland*. In addition, the Board's failure to deliver a compensation proposal by the contractual deadline violates §22-206(a)(9) of the State Gov't Article of the *Annotated Code of Maryland*. Specifically, Maryland law requires the public school employer and exclusive representative to confer in good faith at reasonable times and make every reasonable effort to conclude negotiations in a timely written agreement. *Id.* §6-406(a) of the Education Article. Salary and wages are a mandatory subject of bargaining, therefore, the Board cannot discharge its statutory obligations merely by attending sessions while withholding its

substantive economic position until the Superintendent has first determined and publicly announced *his* compensation terms as part of *his* proposed budget.

The Board's insistence that it will not negotiate about economic proposals until Superintendent Bedell proposes a budget is not aligned with the findings of the PSLRB in a 2017 case arising in Prince George's County (PGCEA vs. Board of Education of Prince George's County, PSLRB Case SV 2017-06). There, the Prince George's County Board of Education contended that it either would or could not negotiate over PGCEA unit members' pay until the County Council approved the school system's budget. The PSLRB found:

> "We find this contention to be wholly without merit. First and foremost, because it is directly contrary to the express and unambiguous language of Section 6-408(a) (as explicated by Section 6-408(C)(1)).
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> Nor can it be argued that the Board of Education's position is an implicit exception imposed on public school systems by Section 6-408(a). To the contrary, in Section 6-408.1 of the statute, the Legislature made it clear that the parties could, and in all likelihood would, negotiate over 'salaries... [and] wages' before the fiscal authority approved the school system's budget. Thus, Section 6-408.1 states that '[i]f a fiscal authority does not approve enough funds to implement the negotiated agreement, the public school employer shall renegotiate the funds allocated for these purposes by the fiscal authority with the employee organization before the public school employer makes a final determination in accordance with a timetable and procedure established by the Board.'
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> **Finally, the position taken by the Board of Education is contrary to the logic of collective negotiations. The obligation to 'confer in good faith' assumes that the proposed budget that a public school system submits to the fiscal authority will request an appropriation necessary to implement the collective negotiations agreement, and that both the employee organization and the public school employer will make a joint effort to persuade the fiscal authority to appropriate such funds.**
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> The Board of Education's refusal to negotiate with the PGCEA concerning employee compensation pending approval of the PGCPS's proposed budget by the County Council despite repeated requests by the PGCEA to do so, is a violation of the PGCPS's obligation to 'confer in good faith, at all reasonable times' with the PGCEA under Section 6-408(a) regarding the 'salaries... [and] wages' of the employees represented by the PGCEA."

The logic the PSLRB embraced in the PGCEA case applies in this situation, although here, the Board is refusing to negotiate much earlier in the budget process – at the stage of the Superintendent's recommendation. The employer and the union are each bound by statute to

negotiate in good faith. The employer is obligated to negotiate about economic matters, even—perhaps especially—when it has not yet formulated its budget proposal for the next year.

The statute is clear that the duty imposed in bargaining refers to a bilateral process whereby the County Board and TAAAC jointly attempt to set salaries, wages, hours, and working conditions for employees. For that to happen, the law contemplates that negotiations will occur between the County Board and the exclusive bargaining representative, TAAAC; and that those negotiations will be conducted in good faith. Unfortunately, that is not currently happening--and will not happen, as announced by the Board itself in its direct communication with members--without intervention of the PERB.

TAAAC requests that the PERB find that the Board failed to bargain in good faith over compensation, engaged in direct negotiations with bargaining unit members, and failed to comply with negotiated deadlines. To remedy these violations, the PERB should order the Board to cease conditioning substantive compensation bargaining on the Superintendent's announcement of his unilateral compensation package, and direct the Board to meet and bargain promptly and in good faith over compensation.