

TAVON EADES,

Appellant  
v.

ANNE ARUNDEL COUNTY  
BOARD OF EDUCATION,

Appellee.

BEFORE THE  
MARYLAND  
STATE BOARD  
OF EDUCATION

Opinion No. 13-54

## OPINION

### INTRODUCTION

The Appellant appeals a decision issued by the Director of Employee Relations for Anne Arundel County Public Schools reinstating the Appellant to his job as Custodian I, but denying back pay for the period of his termination. The Anne Arundel County Board of Education (local board) moved to dismiss the appeal. The Appellant responded and the local board replied.

### STANDARD OF REVIEW

This case presents a question of law. The State Board shall exercise its independent judgment on the record before it in the explanation and interpretation of the public school laws and State Board regulations. COMAR 13A.01.05.05E

### FACTUAL BACKGROUND

Over several years of his employment as a custodian, the Appellant had inappropriate, angry, or insubordinate interactions with his co-workers and supervisors. (*See* counseling letter, July 26, 2011; formal warning letter, November 2, 2011; formal reprimand, June 27, 2012; termination letter, August 24, 2012, all attached to the Appeal). The Supervisor of Operations and Logistics decided on August 24, 2012 to terminate the Appellant based on insubordination that occurred on August 21, 2012 and a pattern of gross misconduct and insubordination.

The Appellant appealed that decision to the Superintendent whose designee conducted a hearing on October 16, 2012. Roland Johnson, President of AFSCME attended the hearing with the Appellant. On December 13, 2012, the Superintendent's designee reduced the termination to a suspension. He wrote "you will be placed on an employment contract to resolve this matter." (December 13, 2012, Letter from Superintendent's Designee to Appellant, attached to Appeal). If the Appellant agreed to the terms of the employment contract, it was to "constitute a full and complete settlement of [his] appeal." *Id.*

The terms of the employment contract were:

1. The termination action issued to Mr. Eades will be replaced with a suspension.

2. The dates of Mr. Eades' suspension will be from August 24, 2012, and December 7, 2012.
3. Mr. Eades will be reinstated to his position as a Custodian I with Anne Arundel County Public School without back pay.
4. Mr. Eades will be reassigned to Broadneck High School effective December 17, 2012.
5. Mr. Eades will follow directives and/or instructions from his supervisors. Additionally, Mr. Eades will treat all employees in a dignified and just manner, use proper and respectful language, and will exhibit professional behavior in the workplace at all times in accordance with applicable board employee handbook guidelines.
6. Any future incidents that warrant disciplinary action may result in termination from employment with Anne Arundel County Public Schools.
7. Mr. Eades, upon execution of this agreement hereby withdraws his appeal.
8. This agreement is entered into for the sole purpose of dealing with this specific instance and does not establish any practice or precedent between the parties.
9. Within 30 days from the date of his reinstatement, Mr. Eades will successfully complete a course in anger management. This course must be provided by an appropriately certificated healthcare professional. A certificate of completion must be submitted to the Office of Employee Relations.

(Employment Contract, attached to Appeal).

The Appellant agreed to the terms and signed the employment contract on December 19, 2012. The President of AFSCME signed on December 28, 2012. The Superintendent's Designee signed on January 10, 2013. On January 14, 2013 the Appellant wrote to the President of the local board to "appeal the Decision in terms of reinstatement." (Letter of January 14, 2013 to Andrew Pruski). He wrote that he did not "agree that I should not receive any back pay." He asserted that his termination violated the collective bargaining agreement. He questioned the validity of the facts supporting his termination. He requested back pay for 65 of the 81 days of his termination. (*Id.*).

Counsel to the local board responded on behalf of the President of the local board. On February 22, 2013, he wrote:

The terms of this contract are clear. Your termination was replaced by a suspension from August 24, 2012 until December 7, 2012. You were reinstated to your position as Custodian I without back pay and you were assigned to Broadneck High School. In addition

to acknowledging other provisions of the contract, you withdrew your appeal. There is nothing to appeal at this point. The Employment Contract is not a decision or an action of your employer. It is an agreement between you and the employer that resolved your appeal.

(Letter of February 22, 2013 from Tyson Bennett, Esq.).

On March 13, 2013, this appeal was filed.

### LEGAL ANALYSIS

As the local board points out in its Motion to Dismiss, there is no local board decision in this matter because the Appellant withdrew his appeal when he agreed to reinstatement under the terms of the employment contract. We have consistently stated that we will not hear appeals from cases in which there is no local board decision. See *Alice M. v. Cecil County Bd. of Educ.*, MSBE Opinion No. 10-01 (2010); *Kemp v. Montgomery County Bd. of Educ.*, MSBE Opinion No. 01-14 (2001); *Stewart v. Prince George's County Bd. of Educ.*, 7 Op. MSBE 1358 (1998); *Jackson-Nesmith v. Charles County Bd. of Educ.*, 7 Op. MSBE 1320 (1998). Pursuant to COMAR 13A01.05.03C, this Board may dismiss such an appeal.

### CONCLUSION

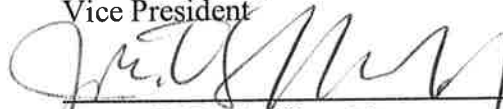
For the reason stated herein, the local board's Motion to Dismiss is granted.



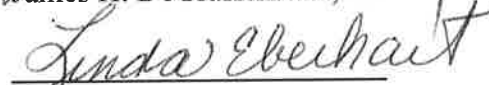
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President



Mary Kay Finan  
Vice President



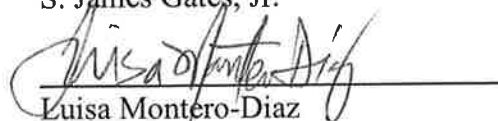
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October 30, 2013