

SUZANNE PLOGMAN,

Appellant

v.

PRINCE GEORGE'S COUNTY
BOARD OF EDUCATION,

Appellee

BEFORE THE

MARYLAND

STATE BOARD

OF EDUCATION

Opinion No. 00-27

OPINION

In this appeal, a former member of the local board seeks "credit for [her] twelve years of service on the Prince George's County Board of Education so that it [will] be applied to [her] current salary as a board employee." The local board has filed a Motion for Summary Affirmance maintaining that its decision is not arbitrary, unreasonable or illegal. Despite the opportunity to do so, Appellant has not submitted a response to the local board's motion.

FACTUAL BACKGROUND

Appellant is currently an employee of the Board of Education of Prince George's County and is assigned as a teacher to Cooper Lane Academy. Prior to assuming this assignment, Appellant served as a member of the local board from December 1986 to December 1998. Prior to becoming a board member in 1986, Appellant was employed as a teacher by the Prince Georges County Board of Education. Because a local board member cannot be subject to the authority of the local board, Appellant requested leave of absence without pay from her teaching position with the school system. By letter dated October 23, 1986, John A. Murphy, then Superintendent of Schools for Prince George's County, stated the following:

I acknowledge receipt of your letter of October 20, 1986 requesting a leave of absence without pay from your present position as a salaried employee of the Board of Education of Prince George's County, effective October 14, 1986. Your letter further advises me that your request for a leave of absence is an irrevocable request and shall remain so long as you are a member of the Board of Education of Prince George's County.

Please be advised that your request for a leave of absence, effective October 14, 1986, is herewith granted.

At the time she was granted a leave of absence, Appellant had seven years of teaching experience.

After Appellant concluded her twelve years of service as a member of the Board of Education of Prince George's County, she wrote to the local superintendent requesting that her years of service on the local board be credited to her years of service as a teacher in the Prince George's County Public Schools so that she would be assigned a step level on the pay scale equivalent to an individual with nineteen years of service. The superintendent denied Appellant's request.

Appellant appealed the matter to the local board and oral argument was held on December 16, 1999.¹ In a five to four decision, the local board affirmed the superintendent's denial of Appellant's request.

ANALYSIS

Section 3-114(b) of the Education Article, Annotated Code of Maryland, provides that "[a]n individual subject to the authority of the county board may not serve as a member of the county board." Therefore, an individual who is employed as a teacher by a local board must remove herself from the authority of the local board to serve as a member of that board.² To accomplish this end, Appellant took a leave of absence without pay from her salaried position with the local board for the duration of her service as a member of that board. *See* letter from John Murphy dated October 23, 1986. Appellant's leave without pay status was maintained by the Prince George's school system for a period of twelve years.

The local board asserts that the issue of whether or not Appellant is entitled to credit for her years of service on the local board is a matter governed by the negotiated agreement between the Prince George's County Educators' Association and the local board. We concur. Provision 4.20 -- "Authorized Leaves Without Pay" of the negotiated agreement states:³

- A. The benefits accrued from a leave of absence without pay shall be as follows:
1. **Shall maintain step on the salary scale.**
 2. The option of paying 100% of health insurance plans.
 3. The option of paying 100% life insurance.
 4. Shall maintain all accumulated sick leave.

¹Appellant was represented by counsel during her appeal to the local board. Appellant is not represented by counsel in her appeal before the State Board.

²Appellant was entitled to and did receive annual compensation for her service as an elected member of the local board. This compensation is set by State statute. *See* Md Code Ann., Educ. § 3-1003.

³In 1986, section 4.19 of the negotiated agreement was entitled "Authorized Leaves Without Pay". The language of that section is essentially identical to what is currently in section 4.20.

5. The right to an equivalent position to the one vacated at the beginning of leave. However, reinstatement will be determined by the Board based upon the availability of a position in the individual's field of preparation. Reinstatement will be dependent upon an employee's maintaining certification. Such person, when qualified, will be placed before a new person is hired. In returning teachers from approved leaves of absence, seniority by subject field will determine the order of reassignment for those individuals who began their leaves during the same school year. (Emphasis added).

Provision 4.20 of the negotiated agreement further states:

E. Teaching and Other Leaves

Any professional employee on tenure covered by this Agreement may upon written request to the Board of Education be granted an unpaid leave . . . for the following reasons: . . . public office or political campaign or for any other activity which, in the opinion of the Superintendent, redounds to the future benefit of the Prince George's County School System. . . . At the conclusion of an extended leave of absence, reinstatement will be determined by the Board based upon the availability of a position in the teacher's field of preparation . . . **Credit on the salary scale for a leave of absence will be granted only in the event that the teacher is returning from sabbatical leave or from an involuntary military service, unless the individual had not received prior credit for military service.** (Emphasis added).

We believe that in reading these sections of the negotiated agreement together, it is clear that the step on the salary scale at the time the employee takes a leave of absence without pay shall be maintained, and that no credit will be granted unless the circumstances of the leave fit within one of the provided exceptions. Here, Appellant did not return from sabbatical or from involuntary military service. Therefore, she does not qualify for credit on the salary scale to be granted for a leave of absence without pay.

CONCLUSION

For these reasons, we find that the local board did not act arbitrarily, unreasonably, or illegally in this matter. Accordingly, we affirm the decision of the Board of Education of Prince George's County.

Edward Andrews
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June 21, 2000