

WHEREAS, Said negotiations and mediation in good faith have occurred, as directed by law, over the past twelve months; and

WHEREAS, The Board of Education took action on February 28, 1984, to approve funds in its budget request to implement the economic items agreed upon for the first year of this agreement; and

WHEREAS, The Agreement has been duly ratified by the membership of the Montgomery County Education Association; now therefore be it

Resolved, That the Board of Education approve the Agreement for the period of August 31, 1984, to June 30, 1987; and be it further

Resolved, That the president of the Board of Education be authorized to sign the Agreement which will be implemented by the Board when funds are properly authorized, all according to the said Agreement and to the law.

On behalf of Mrs. Peyser who was out of town, Dr. Greenblatt read the following into the record:

"I am voting against this Agreement between the Board of Education and MCEA, for the following reasons:

"During contract negotiations, MCEA made many demands; the School Board asked for only one item: a Master Teacher Plan to reward outstanding teachers and keep them in the classroom. This contract gives the union dozens of their demands; the Board gets nothing! There was no compromise! While I support some of the new items that the union demanded, it is still a completely one-sided Agreement.

"The salary increases are too low for our good teachers and too high for the weak and mediocre ones.

"The most objectionable and undemocratic aspect of this contract is completely new for Montgomery County -- forced unionism. The School Board made a deal with the union leaders to require all new teachers to pay dues or fees of hundreds of dollars every year to an unwanted union. Current teachers have only five days to get out of the union, or they will be locked into paying dues for the next three years.

"As we face teacher shortages, we should do everything we can to attract the most qualified teachers to our county. Instead, we are telling teachers: 'You can teach anywhere else in the state of Maryland, anywhere in the state of Virginia, and almost anywhere else in the United States, and have the constitutionally guaranteed freedom of association, the freedom to financially support organizations of your own choice -- a basic freedom enjoyed by most Americans. Only in Montgomery County will you be forced to pay the NEA-union hundreds of dollars each year. Your teaching ability, dedication, experience are irrelevant. You will not be hired unless you agree to let the School System take money out of each of your paychecks and give it to the union.'

"Of course, many qualified teachers will go elsewhere. And the children of this county will suffer by losing out on many excellent teachers who refuse to pay a private organization for the privilege of teaching here.

"As much as I love Montgomery County and enjoyed many years of teaching here, I will never teach in this county again since I would be forced to pay increasingly higher fees each year to a union whose so-called 'services' I never wanted and never would want, a union that is more interested in political activity than the education of children. It should be the obligation of school boards, representing the citizens of the county, to protect their teachers from the infringement on individual freedom that this coercive Agreement imposes.

"Through these compulsory dues and 'agency fees,' our teachers will be forced financially to support issues and candidates many of them do not support. The NEA-union, which receives a large share of the MCEA dues, spends teachers' tax-paid dollars to support decriminalization of marijuana, a unilateral nuclear freeze, the drafting of women, and other left-wing political issues. Recently the NEA came under fire for developing and promoting a curriculum guide that promotes its own pro-nuclear freeze viewpoint among the nation's public school children. Even the Washington Post criticized this NEA curriculum, saying, 'This is not teaching in any normally accepted sense. It is political indoctrination.' Yet this is what Montgomery County is forcing our teachers to support.

"In other states, courts have struck down these 'agency shop' contracts as unconstitutional. We can expect lawsuits and more divisiveness in our schools as a result of this unprecedented action. Never before has a Montgomery County School Board or superintendent supported an 'agency shop,' and we shouldn't do it now! It is an abuse of taxpayers' dollars, it will discourage talented teachers from teaching in Montgomery County, and it will damage our schools for many years."

Mr. Ewing stated that this was a good agreement primarily because it brought to an end a very long period of negotiations and permitted them to resolve a good many issues which were very difficult ones. He thought it was essential for them to be able to devote themselves to working together with teachers and their organization to achieve excellence in education for all students. He was saying that because negotiations did take time and caused them to devote a good deal of energy to them. He was pleased that they could now focus on a variety of other issues.

In regard to the statement read into the record, Mr. Ewing said it was not true in his view that there were dozens of issues on which the union had been successful and nothing for the Board. He did not look at it that way and see it as a one-sided agreement. He saw it as an agreement in which there were many things which the Board had agreed should be incorporated in the agreement and many things were

things which the Board initially, as a Board, was not supportive of, but at this juncture negotiations were a process in which one of the virtues of the agreement always must be that there is a period during which there were no continuing negotiations. In other settings this is called "labor peace." He said that this was worth a great deal to the school system and to the Board of Education. He felt that it was immensely important that they had a three-year agreement. As for forced unionism and making deals, he thought those were pejorative terms to condemn the agreement. He remarked that anything Mrs. Peyser did not like she referred to as "forced." He said that public bodies made decisions which required people to do certain things. If they wanted to call that "forced," then they had "forced" lots of things in the school system and in every governmental body making decisions. He said that as for "making a deal," a deal was an agreement, but a deal was what you called an agreement you did not like. He thought they had an agreement. As for dues and fees supporting candidates, he stated that they did not. As for the agreement being unconstitutional, he explained that the Board had been very careful to propose an agreement which it believed would meet the constitutional tests. He and the Board's attorneys were convinced that it would. He was sorry that Mrs. Peyser was not present because he thought she had misrepresented in many, many ways the agreement which was most unfortunate.

Mrs. Praisner stated that this had been a very lengthy process. Despite what might have been said about the tone, tenor, or content of the agreement, she thought that the results spoke for themselves. There was a lot of effort put in on both sides; however, neither side in a negotiations process could expect to obtain everything that they would like. She said that they had reached an agreement, the teachers had accepted it by a vote of approximately two to one, and she assumed a majority of the Board would adopt it. She remarked that once they had signed the contract they had a lot to do to work together, teachers, Board, and staff, to improve and maintain the kind of quality education in Montgomery County that they all wanted. As for the issues of union opportunities or agency fees, she pointed out that the right and the opportunity to negotiate on those issues was given to the teachers union by the Legislature and certainly this was not unconstitutional.

Dr. Greenblatt asked that the following statement be put in the record:

"As I was driving up this evening, I was thinking very seriously about this contract and the year spent in negotiations. I think it is appropriate for me to say what no one else has addressed.

"We have gone through a year that I hope no Board has to go through again. I was very much concerned as we went through the year and frightened that a community of well educated people could be so susceptible to misleading hype that they do not look at facts and they don't look at figures. Instead they follow along with leadership and never question it.

"We did not have labor peace, although we had a contract this entire past year. So the urgency of achieving a new contract to me was no longer there, because the purpose of a contract was to provide labor peace which we did not have. The whole process fell apart to me, because we came across some issues, such as salary, where people were set up only to fall down. They were set up with expectations that were completely unrealistic, and repeated so that this community of well educated people fell for them.

"No one seriously believes that teachers who are on an average earning \$28,000 a year would have been able to get a 25 percent salary increase, especially since these teachers are already earning well over the average salary in the country. Furthermore, we must remember teachers earn a 10-month salary and many fringe benefits that the average individual in the community earns in 12 months and an eight and a half hour day. When we come against these demands for salary increases and then find that the people in the school system were believing this was possible, I was very disturbed and frightened; after all, these are the people who are supposed to be leading our children and teaching them to think critically and look at things rationally and deal with issues.

"After we put the salary issue aside, there are two major principles violated in this contract, which do a great disservice to the citizenry and to the future of public education in Montgomery County. Contracts are supposed to be compromises, wherein you don't get everything you want and sometimes you like some items and you don't like other items. But generally the package is something you can swallow - something you can live with because you can move forward. However, there is no way that I can support this contract, even though usually I do want to show Board unanimity on labor/management issues.

"The first principle violated was discussed by Mrs. Peyser, and that is the issue of freedom to work, violated by forced unionism. There are currently 6,000 teachers, of whom 4,800 are members of the MCEA union currently paying dues. There is an inalienable right in our country to work, to have a right to join organizations that you want to and not be required to pay dues to those you don't want to join. The agency fees are the equivalent of union dues. That is the pattern everywhere else this has occurred. There is no reason for us to be falling for this and the Board got nothing for giving this. This is a big give and yet there is no take. Furthermore, the taxpayers are going to be paying for this directly, because a portion of every future salary increase goes directly into the union's pocket, and the taxpayers are going to be paying for making these dues deductions through the payroll system. I think that this is outrageous.

"The second major issue that we lost on is the master teacher. In the third year of this contract this is going to be negotiated, supposedly. But, the third year will find a different Board here. And in the third year the support by the MCEA in the 1986 election

will as usual be based on whether the Board candidates support agency shop. I think it is time now for the master teacher in Montgomery County, given we find education reform going on everywhere across this country and the master teacher program being picked up everywhere in different forms by state leaders, by governors, and by state associations.

"It is time for the NEA and the MCEA to get out of the way of progress. Otherwise they are going to be out of jobs, just the way the autoworkers have worked themselves out of jobs. We must be more concerned about quality of education and quality of job performance. Until we mesh the two concepts of quality and of job performance, no one will get the very good salaries that are deserved. That is the direction we should be going.

"There is a great paradox in this whole negotiations process. The teachers want to be considered professionals and claim to be professionals. And yet they cannot be considered professional if they have to force people to join their union. You cannot be considered a professional by the public if you negotiate the time spent on the job or whether you interact with students at different hours or you prepare for students or you constantly whittle away the students' day in school.

"You cannot be considered a professional if you reject standards for your profession and reject trying to uplift the profession. You cannot be a professional if you oppose testing of your profession. Lawyers take tests, accountants take tests, and doctors take entry tests. There is no reason that we cannot be talking about teachers being tested. Nor are you professionals if you are afraid to deal with degrees of excellence and to reward excellence. You know there is a difference between an accountant and a certified public accountant. Likewise, there is a difference at the university level between an instructor, an assistant professor, an associate professor, and a full professor.

"I find that this is a great paradox. In layman's terms, when we discuss football and its 'professionals,' there would be no argument that John Riggins deserves more money than Otis Wonsley. And yet when it comes to dealing with our own children, our teachers and our educational process, we are afraid to say that some teachers deserve more because they do a better job. Well, we have got to get to the point where we are going to link quality with compensation. This contract ignores that, it ignores forced unionism, and it was achieved under a cloud of unrealistic salary expectation."

Dr. Cronin appreciated that this round of negotiations had been very difficult and very time-consuming. He looked forward to working with MCEA officials to ease the tensions of this past year and to advance both the respect and the security of our teachers. He could assure the leadership that for his part he was prepared to join in this partnership to both reflect the actual needs of the school system in the budget and to have that budget funded fully by the County Council. He regretted that the Board and MCEA did not have

the opportunity last year to influence the budget together. However, he expected this year that they could present a unified front before the Council for the needs of the school system. Dr. Cronin regretted that Mrs. Peyser had taken this opportunity to inflame the situation. He perceived in those remarks the adversarial positions of management which led only to the needs of unions to equally become as adversarial. He said that brought out the worst in both of them, and he regretted that that situation had to occur this year. He said that Mrs. Peyser obviously misunderstood the process of bargaining and, as usual, raised the simple to the level of the sublime. He asked whether the Board was to reduce planning time for teachers, to reduce EYE funds, or to make every effort to raise class sizes. So what were considered "gives" in this contract, he saw as benefits to the school system. With a touch of sarcasm, he commented that if those "gives" cost the Board, so be it. He noted that morale went up when an employer tried to cut benefits and pay less than the cost of living to its teachers. Employers could see a positive benefit as they cut salaries. He asked where was the loyalty the Board owed its employees in those kinds of statements. If there were a teacher shortage, the Board must always seek to increase the teachers' welfare. Otherwise, they would lose their best people.

Dr. Cronin said that Mrs. Peyser and Dr. Greenblatt criticized the Board as offering a representation fee to a left-wing liberal union. Yet Mrs. Peyser was a member of the AFT (American Federation of Teachers) executive Board in this county. At the same time the American Federation of Teachers had negotiated agency shop fees in many of their contracts, especially in Detroit and in Philadelphia. The very union of which Mrs. Peyser was a member had done the very same things which Mrs. Peyser was now condemning. He would, therefore, believe she should condemn her own union before criticizing another union.

Dr. Cronin stated that they did have an opportunity before the Board to work together to defuse a very difficult situation, that is, the master teacher. He rejected any concept which reflected a master teacher program as if it were to be a merit pay plan. He explained that this was not a disguised Trojan Horse by which they would then decide who gets paid differentials based upon some grand scheme. He said that it was unworkable and was fraught with politics and favoritism. He would not under any circumstances in the future vote for a merit pay plan cloaked as a master teacher program. He did believe that there were in Montgomery County superior teachers who were not among that cadre called resource teachers. He believed their skills ought to be available in some form to their own colleagues. He thought they could develop a program, adequately funded, which enabled those teachers to share their skills with other teachers without having to leave their classrooms. He envisioned much of the funding to be committed to substitute funds to allow other teachers to work with master teachers, to fund summer projects, and to share creative teaching techniques. In his mind this program was a far cry from being a way to sneak in a merit pay plan.

Dr. Cronin stated that, if there were questions about evaluations of the teachers in Montgomery County, then that issue ought to be addressed through the evaluation system. He said that, if either Mrs. Peyser or Dr. Greenblatt had a problem with the quality of teachers in Montgomery County, he would suggest that for the past eight years they could have dealt with that problem. He remarked that they should not use a master teacher plan to introduce a wedge into the school system.

Dr. Cronin believed that the master teacher plan could be a promising one. He would insist that the Board's representatives on the committee would be creative people who understand the pitfalls of merit pay/master teacher programs. He said they would be people who would work with MCEA, and that the Board would make a serious mistake if it tried to ram a merit pay/master teacher program into a school system which was not prepared for it. This would create more problems than the program was worth. He appreciated the fears that MCEA had about the program, but he assured them that they would be able to test the waters and might be very surprised with the progress they would see there. He challenged MCEA to give the Board persons who were also open and willing to work with the Board's people to develop a good program that they could all share. He stated that, as they had seen in the national reports, this was a program whose time had come. He said that there were people who were able to select parts of the national program that they liked and ignore parts they did not like. Therefore, merit pay became a good part of the national program, and higher pay for teachers became an undesirable part. He suggested that, if they were going to go all the way on master teacher, that they accept all of the package. He said MCPS and MCEA must walk together or they would have problems. He would urge MCEA to increase its voice at the Board table because the Board deals with many issues of educational policy which were of vital interest to teachers, and he looked forward to their positive influence in these discussions. He said that confrontation and pressure tactics did not need to be an aftermath of this contract. He would feel confident that he could ask MCEA for its viewpoint and would carefully consider their professional advice. By the same token, he would ask MCEA to deal with him as a professional on this Board and to give him that advice freely and openly.

Mrs. Shannon remarked that it was unfortunate that negotiations were perceived as adversarial relationships and the winner perceived as the one who got the most while giving the least. She hoped now that this was over that there would be some dialogue between the union, the Board, and the teachers they represented to talk about the things that they really wanted in this contract, to talk about the conditions that teachers were working under, and to talk why EYE days and planning time were needed. She said there must be some reasons why they were insisting on this, and there were reasons that they needed to know as to why the Board wanted to insist on some other things. She hoped they could open up a dialogue. She explained that she was also a proponent of the master teacher

plan as described by Dr. Cronin.

She believed that the bargaining was done in good faith and that they fully intended to implement that provision of the contract. Dr. Shoenberg remarked that he was glad the bargaining was concluded, and he thanked all of them for their participation. Dr. Greenblatt thanked Mr. Robert Cooney, director of the Department of Association Relations, for an excellent job in the negotiations process. She thought the Board owed him a debt of gratitude. Mrs. Praisner said that the Board was unanimous in their support of that statement.

Resolution No. 458-84 Re: Agreement with the Montgomery
County Education Association

On recommendation of the superintendent and on motion of Mrs. Shannon seconded by Dr. Cronin, the following resolution was adopted with Dr. Cronin, Mr. Ewing, Mrs. Praisner, Mrs. Shannon, and Dr. Shoenberg voting in the affirmative; Dr. Greenblatt voting in the negative (Miss Duby voting in the affirmative):

WHEREAS, Section 6-408 of The Public School Laws of Maryland requires the Board of Education to enter into negotiations with the designated employee organization concerning "salaries, wages, hours, and other working conditions"; and

WHEREAS, The Montgomery County Education Association was properly designated as the employee organization to be the exclusive representative for this negotiation; and

WHEREAS, Said negotiations and mediation in good faith have occurred, as directed by law, over the past twelve months; and

WHEREAS, The Board of Education took action on February 28, 1984, to approve funds in its budget request to implement the economic items agreed upon for the first year of this agreement; and

WHEREAS, The Agreement has been duly ratified by the membership of the Montgomery County Education Association; now therefore be it

Resolved, That the Board of Education approve the Agreement for the period of August 31, 1984, to June 30, 1987; and be it further

Resolved, That the president of the Board of Education be authorized to sign the Agreement which will be implemented by the Board when funds are properly authorized, all according to the said Agreement and to the law.

Re: Statement by President of MCEA

Mrs. Jane Stern thanked the Board for this occasion and said they now had a contract for which, on balance, MCEA was happy and pleased, although, as many Board members said, they would have liked to have things in that contract that were not there. She was

pleased that now that the process was out of the way a time could be before them when they could address the professional needs of teachers, needs of children, and needs of the schools. As a teacher in the classroom day after day, she saw what wasn't there that ought to be there and what was there that interfered with the kinds of satisfactions which ought to be there in teaching. Some things frustrated the efforts of teachers and prevented them from seeing children learn in a good situation. She said that sometimes when they were bargaining and focused on all those peripheral issues, like how long do you have to be at the school and how many classes you have to have and what your salary is going to be, they forgot on a day-to-day basis the things that teachers must deal with right there in the classroom.

Mrs. Stern was glad that the Board was going to listen to them and work with them on these issues. She was sorry that last year that the negotiations process interfered with that because she thought they had a lot of things to tell the Board and a lot of things to express.

Mrs. Stern regretted from the process learning that there was a Board member who believed that MCEA insisted as a nonnegotiable demand on a 25 percent salary increase. She thought that the Board understood that after the first presentation of the philosophical position which was supported by the state superintendent of schools they had made it clear that they were talking about some progress on a substantial fall-behind. In fact, they had received and looked favorably upon some offers which they would consider reasonable and substantial. She was concerned that that message did not get through to at least one Board member. She thought that their flexibility had been communicated to the Board.

Mrs. Stern said they were concerned about merit pay plans disguised as master teacher plans and were concerned that these could be used to undercut the positions of teachers and to play teachers against each other. She said they would be working very carefully with the Board in looking at those plans. They were looking forward to this as an opportunity to work with the Board and discuss those issues related to the master teacher plan.

Mrs. Stern recalled that last year they were supposed to have an annual meeting with the Board and did not have it because they were in negotiations. She hoped that they could arrange a fall annual meeting this year. Mrs. Praisner assured Mrs. Stern that the Board would try to schedule this meeting.

Re: Executive Session

The Board went into executive session on an appeal matter.

Resolution No. 458-84

Re: BOE Case No. 1984-1

On motion of Dr. Shoenberg seconded by Mrs. Shannon, the following resolution was adopted with Mr. Ewing, Dr. Greenblatt, Mrs.

Praisner, Mrs. Shannon, and Dr. Shoenberg voting in the affirmative; Dr. Cronin voting in the negative (Miss Duby voting in the affirmative):

Resolved, That the Board of Education confirm the decision of the superintendent with modifications and that because of the complexity of the case and the desire to state the Board's decision with clarity that the decision and order be communicated to the concerned parties within a week.

Re: Adjournment

The president adjourned the meeting at 10:55 p.m.

President

Secretary

WSC:mlw