
In the Matter of:	*	
Anna Hinton,	*	
Charging Party,	*	
v.	*	PERB ULP 2025-20
Frederick County Teachers' Association,	*	
Respondent.	*	

DECISION AND ORDER

Procedural Background

On November 25, 2024, Ms. Anna Hinton (hereinafter referred to as the “Charging Party”) filed an Unfair Labor Practice Charge (hereinafter referred to as “ULP” or “Charge”) with the Public Employee Relations Board (hereinafter referred to as “PERB”) against the Frederick County Teachers’ Association (hereinafter referred to as “FCTA” or “Respondent”). Ms. Hinton alleges FCTA breached its duty of fair representation owed to her relating to a denial of her application for use of the sick leave bank program. FCTA responded to this Charge with a Motion to Dismiss on December 13, 2024. On December 19, 2024, Ms. Hinton submitted her opposition to FCTA’s Motion to Dismiss.

Factual Background

Ms. Hinton is employed by the Frederick County Public Schools (hereinafter referred to as “FCPS”) as a special education case manager, with a current assignment at Middletown High School in Middletown, MD. At all relevant times herein, Ms. Hinton was a member of the bargaining unit represented by FCTA. A sick leave bank program was established under the terms of the negotiated agreement between FCTA and the Frederick County Board of Education

(hereinafter referred to as the “Negotiated Agreement”), the same being in full force and effect for all relevant times herein. Criteria for usage of the sick leave program is detailed within the Negotiated Agreement, which states that “contributors will be permitted to use the bank for payment of prolonged, catastrophic, incapacitating personal illness, injury or quarantine,” which is not likely to permanently disable the teacher.

The Negotiated Agreement provides that the FCTA president appoint a sick leave bank approval committee (hereinafter referred to as the “SLB Committee”) comprised of five (5) FCTA members, tasked with recommending approval or denial of sick leave bank requests, after considering the validity of such requests. The SLB Committee then communicates its decision to the applicant and human resources for the Frederick County Board of Education (hereinafter referred to as the “Board of Education”), who then approves the SLB Committee’s recommendation unless the decision is arbitrary or capricious.

In addition to the criteria as stated in the Negotiated Agreement, FCTA prepared a sick leave bank statement of intent which was provided to its members and states that applicants may be asked to submit documentation verifying care given from health care providers during the dates issued by the sick leave bank. This statement of intent provides that “when an individual is receiving regular, ongoing, intermittent medical treatments for a catastrophic condition, the Sick Leave Bank committee may approve the request.” Additional terms as specified in the FCTA statement of intent provide that the SLB Committee will review and recommend approval or denial of all sick leave bank requests to the Board of Education department of human resources, and that applicants may be required to undergo a medical review by a physician of the SLB Committee’s choice at the applicant’s expense.

Ms. Hinton submitted her first request for use of the sick leave bank on October 7, 2024, requesting leave covering the period from October 7, 2024, through November 18, 2024. This application was accompanied by a note from Ms. Hinton's treating physician, Dr. Nicholas Mitchell, which stated Ms. Hinton was diagnosed with adjustment disorder and was "experiencing mental distress due to life events leading to impairment of daily functioning." A treatment plan provided by Dr. Mitchell stated Ms. Hinton "was started on medication to assist with executive function and manage depressive and anxiety symptoms." An expected return to work date was provided as not sooner than December 17, 2024.

Ms. Hinton's first request for sick leave was granted by the SLB Committee on October 21, 2024. Ms. Hinton was advised by FCTA at this time that subsequent requests for sick leave bank usage must include a treatment plan from her physician specific to Ms. Hinton's diagnosis, which details how such a plan would facilitate Ms. Hinton's return to work. Additionally, Ms. Hinton was advised by FCTA that a second medical opinion from a physician of FCTA's choosing might be necessary, the costs of which would be borne by Ms. Hinton, should a second request for sick leave be made.

On November 1, 2024, Ms. Hinton submitted a second request for usage of the sick leave bank from FCTA, seeking leave from November 19, 2024, through December 17, 2024. This application was accompanied by an additional letter from Dr. Mitchell, dated October 25, which provided that Ms. Hinton was a current patient in active treatment for adjustment disorder, where her current treatment plan consisted of therapy during the duration of her appointments as well as medication management, which consisted of titrating antidepressant medication to assist with her acute anxiety and depression symptoms. Dr. Mitchell also noted he was working with Ms. Hinton

to address the major life stressors contributing to her adjustment disorder with mixed anxiety and depression by pursuing reasonable accommodations, which would assist in her return to work.

On November 7, 2024, Mr. Andrew Macluskie, UniServ director for FCTA and chairperson of the sick leave bank committee, requested a date from Ms. Hinton for her anticipated return to work, to which Ms. Hinton responded by directing Mr. Macluskie to review Dr. Mitchell's recent letter, which identified a "no sooner than" date of December 17, 2024. Mr. Macluskie also informed Ms. Hinton that he believed Dr. Mitchell's treatment plan lacked clarity and asked for a more detailed treatment plan regarding her requested reasonable accommodations with a specific return to work date on behalf of the SLB Committee, to which Ms. Hinton responded by pointing Mr. Macluskie to medical documentation she had previously provided to FCPS during her earlier ADA process prior to her leave under FMLA, which took place before her application for usage of the sick leave bank.¹

Included in this medical documentation was an undated letter from Dr. Mitchell (Ms. Hinton later clarified in her response to FCTA's Motion by stating this letter was prepared on September 29, 2024) which stated, in relevant part, that Ms. Hinton was capable of returning to work should specific accommodations be met, most notably that her symptoms would improve with a new placement at a middle school consistent with her family responsibilities in terms of locations and hours, including any middle school in Frederick County or virtual assignment. Dr. Mitchell concluded that no accommodation other than location reassignment would suffice to reduce Ms. Hinton's symptoms. This letter also stated that Ms. Hinton was experiencing elevated symptoms of depression and anxiety escalating to the point of panic symptoms related to

¹ Prior to Ms. Hinton's applications for sick leave, she had previously applied for ADA and FMLA benefits from FCPS, the applications for which had also been sent to Mr. Macluskie. As a result of these applications, Ms. Hinton had not reported to her work assignment during the 2024-25 school year prior to her sick leave bank requests.

unfamiliarity with her new high school environment and concerns over her hours and location of current high school assignment, which made it difficult to access her special needs child in case of emergency, as Middletown High School is significantly further from her child's daycare.

On November 13, 2024, Mr. Macluskie informed Ms. Hinton that her second request to withdraw from the sick leave bank program was denied upon the SLB Committee's belief that Dr. Mitchell's statement failed to demonstrate that her illness was prolonged, catastrophic or incapacitating, reasoning that Dr. Mitchell suggested Ms. Hinton's symptoms were related to her current school environment; however, there was no evidence presented to the SLB Committee that she had actually reported to any work location this school year. In its denial letter, the SLB Committee reiterated the idea that Ms. Hinton's second request was denied, in part, because a relevant doctor's note states Ms. Hinton was capable of returning to work should specific accommodations be met, most significantly reassignment to a Frederick County middle school, leading the SLB Committee to conclude that Ms. Hinton's medical condition was not incapacitating or catastrophic, as required for participants to withdraw from the sick leave bank.

On November 14, 2024, Ms. Hinton filed an appeal of the SLB Committee's November 13 denial to FCTA's President, Ms. Missy Dirks. On November 18, 2024, Ms. Dirks informed Ms. Hinton that the SLB Committee reaffirmed its decision to deny Ms. Hinton's second sick leave bank request, noting that her appeal would be forwarded and presented to the FCTA Board of Directors on November 21, 2024, and that Ms. Hinton was welcome to participate in this meeting via Zoom to further support her application. Ms. Hinton appeared before the FCTA Board of Directors on November 21, 2024, during which she claims she was cut off after roughly three minutes and asked by a member of the Board whether she had reported to work at Middletown

High School at all that school year, to which she responded by questioning the relevance of same and arguing her absence was due to medical issues.

On November 22, 2024, Ms. Hinton was informed by FCTA that the Board of Directors decided to uphold the SLB Committee's denial of Ms. Hinton's second sick leave bank application. Upon request from Ms. Hinton, Ms. Dirks denied further explanation as to why Ms. Hinton's second request was denied.

On December 16, 2024, Ms. Hinton submitted an additional request to withdraw leave from the sick leave bank to Mr. Macluskie, seeking coverage from December 17, 2024, through January 17, 2025. Included in this application was a subsequent letter from Dr. Mitchell, dated December 10, 2024, which again stated Ms. Hinton had adjustment disorder and was experiencing mental distress due to life events leading to impairment of daily functioning. The treatment plan provided by Dr. Mitchell states Ms. Hinton was "started on medication to assist with executive function and manage depressive and anxiety symptoms," and provided an expected return to work date of January 17, 2025. However, Mr. Macluskie refused to forward said request to the sick leave bank committee, citing the denial of her previous request by both the sick leave bank committee and the FCTA board of directors.

Positions of the Parties

Charging Party

Ms. Hinton argues FCTA committed an unfair labor practice and breached its duty of fair representation when it failed to administer and enforce the Negotiated Agreement by denying her a guaranteed benefit when it refused to allow her to withdraw leave from the sick leave bank program, in violation of Md. Code, State Gov't § 22-206(b)(6). In support of this claim, Ms. Hinton argues FCTA and Mr. Macluskie misrepresented her situation by emphasizing Dr. Mitchell's

undated letter in its denial of her second sick leave bank application, as this letter was allegedly outdated at the time FCTA denied her sick leave bank request, as Ms. Hinton asserts her medical condition changed on October 7, 2024, resulting in her being unable to return to work under any circumstance.

Ms. Hinton points to the following language of the Negotiated Agreement in arguing that use of the sick leave bank is a guaranteed right: “contributors *will* be permitted to use the bank for payment of prolonged, catastrophic and incapacitating personal illness...” (emphasis added). Ms. Hinton also argues that FCTA failed to verify the validity of her request and did not refer her to another medical provider for a second opinion, of which FCTA had the right to do according to the negotiated agreement.

To support her claims, Ms. Hinton, cites to the 1964 Supreme Court decision of *Humphrey v. Moore*, which held a union’s actions are in bad faith if the complainant presents “substantial evidence of fraud, deceitful action or dishonest conduct” by the union. Humphrey v. Moore, 375 U.S. 335 (1964). Ms. Hinton further points to *Vaca v. Sipes*, where the Court held a union violates its duty of fair representation if it engaged in arbitrary, discriminatory, or bad faith conduct. Vaca v. Sipes, 386 U.S. 171 (1967). Finally, Ms. Hinton cites a decision from the Supreme Court of Connecticut, which states a “union’s actions are in bad faith if the union acts fraudulently or deceitfully or does not act to further the best interests of its members.” Labbe v. Hartford Pension Commission, 239 Conn. 168, 193-95 (1996) (citing *Humphrey, supra*).

Here, Ms. Hinton argues the FCTA and the SLB Committee committed unfair labor practices in a number of manners, including: (1) being improperly influenced by her previous ADA Complaint, of which the SLB Committee allegedly was not aware of at the time it approved Ms. Hinton’s first sick leave bank request; (2) inappropriately substituting its own analysis regarding

Ms. Hinton's medical condition for that of her physician; (3) improperly posing questions regarding Ms. Hinton's attendance at Middletown High School for the 2024-25 school year; (4) failing to administer and enforce the Negotiated Agreement by breaching the Negotiated Agreement itself through the SLB Committee's denial of her sick leave bank request, thereby obstructing and restraining Ms. Hinton from receiving a "guaranteed" benefit under the Negotiated Agreement; (5) Mr. Macluskie improperly disclosing information to the SLB Committee she had not authorized him to share, namely her lack of attendance at Middletown High School; (6) the SLB Committee dishonestly asserting it was unaware of Ms. Hinton's ADA and FMLA applications when it denied her sick leave bank requests, as those forms had been sent to Mr. Mackluskie on a previous occasion; (7) arbitrarily holding Ms. Hinton's submitted medical documentation and treatment plans were ambiguous; and (8) applying a more stringent standard to Ms. Hinton's medical documentation than it applied to other applicants.

Respondent

FCTA argues it did not breach its duty of fair representation owed to Ms. Hinton as it followed the established procedures for application and usage of the sick leave bank program, and that its decision in denying Ms. Hinton's second request was not arbitrary, discriminatory, or in bad faith. FCTA further argues PERB lacks jurisdiction to hear this case as the matter falls outside the scope of FCTA's duty of fair representation.

In support of its claim, FCTA cites to *Vaca v. Sipes*, which held that a union breaches its duty of fair representation only if its actions are either arbitrary, discriminatory, or in bad faith. Vaca v. Sipes, 386 U.S. 171 (1967). FCTA argues the statutory duty of an exclusive bargaining representative is related to the obligation to negotiate collective bargaining and administer the terms of that agreement, thus the duty of fair representation arises out of grievance processing,

arbitration or collective bargaining, but does not arise in matters unrelated to or arising outside of the collective bargaining agreement.

FCTA further sites to Article XXV of the Negotiated Agreement, which outlines qualifying criteria for an applicant to be approved by the sick leave committee, which FCTA argues is not a guaranteed benefit, and states teachers must have a “prolonged, catastrophic, incapacitating personal illness, injury or quarantine,” have exhausted all accumulated sick leave, and submit a required form along with doctor’s certification. Rules for usage of the sick leave bank are also established in the FCTA sick leave bank rules and procedures, which articulate that an employee’s request for a sick leave bank grant is subject to review by the committee and must then be approved by human resources for the Board of Education.

In support of its claim that PERB lacks jurisdiction over this matter, FCTA cites two previous cases from the Maryland Public School Labor Board, *McConnell v. AFSCME, Local 1693* and *Roberts v. Prince George’s County Educators Association*. In *McConnell*, the Board stated “the duty of fair representation stems from the union’s grant of exclusive authority to negotiate and administer collective bargaining agreements covering bargaining unit employees...[and] attaches only in matters over which the union exercises this exclusive grant of authority.” *McConnell v. AFSCME, Local 1693*, PSLRB Case No. DV 2013-07 (2013). Further, *Roberts* held there was no basis to impose the duty of fair representation on the union in connection with a Loudermill hearing for a certificated employee. *Roberts v. Price George’s County Educators Association*, PSLRB SV 2014-11 (2014).

For this matter, FCTA argues the SLB Committee’s decision to deny Ms. Hinton’s second sick leave bank request was based on a number of factors, none of which were arbitrary, including: (1) the medical documentation provided by Ms. Hinton did not support a finding that her medical

condition made her unable to work due to catastrophic and incapacitating illness, as her doctor noted in previous correspondence that Ms. Hinton was able to return to work with specific accommodations; (2) Dr. Mitchell's undated letter suggested Ms. Hinton was able to return to work so long as the location was convenient; (3) the fact that Ms. Hinton deviated from her doctor's previous recommendation when she stopped taking her prescribed medication in September, 2024²; and (4) Ms. Hinton having not reported to her assigned worksite at Middletown High School, which raised questions within the SLB Committee as to how the worksite location was so anxiety producing that she could not complete her assigned duties, considering the fact she had not previously reported to the building.

With regard to the SLB Committee itself, FCTA advised that the SLB Committee is comprised of five (5) FCTA members who are appointed by the President of FCTA, in accordance with the Negotiated Agreement. An HR representative from the Board of Education sits in on meetings to provide clarification on leave dates, etc., of the applicant under consideration. Mr. Macluskie is the FCTA staff member assigned to the SLB Committee to act as a liaison, where his role is typically related to initial review of applications to ensure they comply with requirements. Mr. Macluskie does not have voting power on the SLB Committee, nor does the Board of Education HR representative. FCTA states that at no point did Mr. Macluskie discuss or disclose Ms. Hinton's previous ADA or FMLA applications with the SLB Committee. Additionally, FCTA advised that for at least the past six and a half years, the SLB Committee has not sent an individual for a second medical opinion prior to evaluating their sick leave bank application, of which they have the right to do but did not for this matter.

² In response to this claim, Ms. Hinton asserted she stopped taking her prescribed medication roughly three weeks after it had been prescribed due to it being ineffective and her concerns with its side effects, after which she was subsequently prescribed a different medication a few days later.

FCTA further argues Ms. Hinton's claim should be dismissed because there is no support for her allegation that FCTA breached its statutory duty to represent her, in accordance with Md. Code, State Gov't § 22-206(b)(6). FCTA points to *Offut v. Montgomery County Education Association*, which held unions have wide discretion in settling matters involving individual bargaining unit members, so long as the union acts in good faith. Offut v. Montgomery County Education Association, 285 Md.557 (1979).

In this matter, FCTA claims the sick leave bank is a negotiated, non-guaranteed benefit which is jointly administered by the FCTA and human resources for the Board of Education, the rules and procedures for which were properly and fairly administered in this matter. According to FCTA, Ms. Hinton's claim fails to state any facts which support an assertion that FCTA failed to fulfill its statutory duty to her, as a member of the bargaining unit, or to the Board of Education in administration of the Negotiated Agreement. Further, FCTA argues Ms. Hinton fails to assert FCTA discharged its duties under the FCTA in bad faith, but rather relates this charge to the fact she was denied a sick leave bank request, which it argues is a non-guaranteed benefit that requires review and approval by both the SLB Committee and human resources for the Board of Education.

Analysis

Ms. Hinton, a public school employee under Md. Code, Educ. § 6-401(e)(1) and (4), is a FCTA bargaining unit member. FCTA, an employee organization as defined in Md. Code, State Gov't § 22-101(d) and Educ. § 6-401(c), is the Respondent in this Charge.

Under Md. Code, State Gov't Art. § 2-306(b)(4), PERB has authority to investigate and act on unfair labor practice complaints. As explained further below, a union's duty of fair representation is triggered in matters regarding the union's administration of collective bargaining

agreements covering bargaining unit employees, however this duty is breached only if its actions are either arbitrary, discriminatory, or in bad faith. The SLB Committee's decision to deny Ms. Hinton's second request for usage of the sick leave bank was not arbitrary, discriminatory, or in bad faith. Accordingly, PERB is not issuing a complaint against the Respondent, and PERB ULP 2025-20 is dismissed.

The Public Employee Relations Act, which governs PERB, provides that employee organizations and their representatives are prohibited from engaging in any unfair labor practice, including not fairly representing employees in collective bargaining or in any other matter in which the employee organization has the duty of fair representation. See Md. Code, State Gov't, § 22-206(b)(6). The Public School Labor Relations Board, one of three boards preceding PERB, established that "the duty of fair representation stems from the union's grant of exclusive authority to negotiate and administer collective bargaining agreements covering bargaining unit employees...[and] attaches only in matters over which the union exercises this exclusive grant of authority." McConnell v. AFSCME, Local 1693, PSLRB Case No. DV 2013-07 (2013).

The Supreme Court of the United States has held that a union breaches its duty of fair representation only if its actions are either arbitrary, discriminatory, or in bad faith. Vaca v. Sipes, 386 U.S. 171 (1967). The Supreme Court has also held a union's actions are in bad faith if the complainant presents "substantial evidence of fraud, deceitful action or dishonest conduct by the union." Humphrey v. Moore, 375 U.S. 335 (1964). Further, for matters which involve individual bargaining unit representatives, unions have wide discretion in settling such matters, so long as the union acts in good faith. Offut v. Montgomery County Education Association, 285 Md.557 (1979). In regards to the duty of fair representation owed by unions to constituents, the Supreme Court stated "we are not ready to find a breach of the collective bargaining agent's duty of fair

representation in taking a good faith position contrary to that of some individuals whom it represents...” Humphrey, at 349.

The rules and procedures which govern use of the sick leave bank program at issue in this matter are addressed in both the Negotiated Agreement between FCTA and the Board of Education, as well as a separate rules and procedures sheet prepared by FCTA. Article XXV of the Negotiated Agreement states that contributors to the sick leave bank program are permitted to use the bank for payment of prolonged, catastrophic, incapacitating personal illness, injury or quarantine, which is not likely to permanently disable the teacher. The agreement provides that members must use all accumulated sick leave prior to applying for leave from the sick leave bank. Importantly, the agreement also establishes a sick leave bank approval committee will be appointed by the FCTA association president, which will then recommend approval or denial of sick leave bank requests, considering the validity of same, and communicate that decision to the member and human resources for the Board of Education, who will approve the decision of the SLB Committee unless the decision is arbitrary or capricious.

Further, the rules and procedures statement prepared by FCTA regarding usage of the sick leave bank program states that “when an individual is receiving regular ongoing, intermittent medical treatments for a catastrophic condition, the sick leave bank committee *may* approve the request” (emphasis added). This statement also provides that the SLB Committee will review and recommend, to the human resources department, approval or denial of all requests to draw from the sick leave bank. Additionally, the statement allows, but does not require, the SLB Committee to ask an applicant to undergo a medical review by a physician of the committee’s choice at the applicant’s expense during consideration of their sick leave bank request.

As a threshold matter, PERB finds that FCTA did owe Ms. Hinton the duty of fair representation for this matter, as usage of the sick leave bank program is a benefit contained within the Negotiated Agreement between FCTA and the Board of Education. As usage of this program is a negotiated benefit which is to be administered by the SLB Committee – which is established by and comprised of FCTA members – the duty of fair representation owed to Ms. Hinton by FCTA attaches in this matter, in accordance with previous Public School Labor Relations Board precedent. *See McConnell*, PSLRB Case No. DV 2013-07 (2013). Contrary to FCTA’s assertion, the duty of fair representation, as explained in *McConnell*, attaches in this matter as the provisions for the sick leave bank at issue in this matter arise directly from the Negotiated Agreement and Ms. Hinton’s claim relates to FCTA’s administration of these provisions. However, as detailed below, FCTA did not breach this duty owed to Ms. Hinton in its denial of her sick leave bank application.

Based on the plain language of the sick leave bank rules and procedures, usage of the sick leave bank is not a guaranteed right, as argued by Ms. Hinton. The rules establish that a SLB Committee will be formed by the FCTA president to evaluate applications for usage of the sick leave bank, and that upon consideration of the validity of same, the SLB Committee will recommend either approval or denial of such application to human resources for the Board of Education. While language cited by Ms. Hinton does state that contributors “will be permitted to use the bank for payment of prolonged, catastrophic, incapacitating personal illness,” the question of what qualifies as a “prolonged, catastrophic, incapacitating personal illness” is not answered by the Negotiated Agreement. Rather, the Negotiated Agreement provides that the SLB Committee shall review applications for sick leave, consider the validity of same, and recommend approval or denial of such applications, granting the power to determine what qualifies as a “prolonged,

catastrophic, incapacitating personal illness” to the SLB Committee. Thus, usage of the sick leave bank is not a guaranteed right afforded to Ms. Hinton under the Negotiated Agreement, but rather a benefit which may, or may not, be granted upon review by the SLB Committee.

Ms. Hinton was granted her right to appeal the SLB Committee’s denial of her request to the FCTA Board of Directors, in accordance with the established rules and procedures, which subsequently upheld the SLB Committee’s decision to deny her request. No substantive evidence has been produced which suggests the SLB Committee or the Board acted arbitrarily, in bad faith, or substituted their own pre-conceived notions about Ms. Hinton’s medical condition for that of Ms. Hinton’s medical professionals. Rather, the SLB Committee and the Board found that the medical documentation provided by Ms. Hinton was not sufficiently detailed and noted that the documentation which had been provided set out specific accommodations which would allow Ms. Hinton to return to work. The question of Ms. Hinton’s attendance at Middletown High School this school year by a Board member was not arbitrary but rather related to her claim that the location of same was contributing to her medical condition. Additionally, while Ms. Hinton’s third request for sick leave bank usage was not communicated to the SLB Committee, this request did not contain any information which differed from the previous request which had been denied by both the SLB Committee and the Board.

Based on the information provided, FCTA administered the terms as provided by the Negotiated Agreement and as outlined in the sick leave bank rules and procedures. Stated previously, unions in Maryland have wide discretion in settling matters involving individual bargaining unit members, so long as the union acts in good faith. Additionally, the duty of fair representation is not breached simply because the union takes a good faith position contrary to that of an individual the union represents. Here, while FCTA and the SLB Committee denied Ms.

Hinton's sick leave bank request, no adequate showing of bad faith on behalf of FCTA has been made.

As usage of the sick leave bank is not a guaranteed benefit to which Ms. Hinton is entitled under the Negotiated Agreement, and FCTA did not act arbitrarily or in bad faith in its denial of Ms. Hinton's second sick leave bank request, Ms. Hinton has not adequately argued that FCTA breached its duty of fair representation owed to her under Md. Code, State Gov't, § 22-206(b)(6). Accordingly, Ms. Hinton's Charge is dismissed.

Order

IT IS HEREBY ORDERED THAT THE CHARGE IN PERB ULP 2025-20 IS DISMISSED.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD,



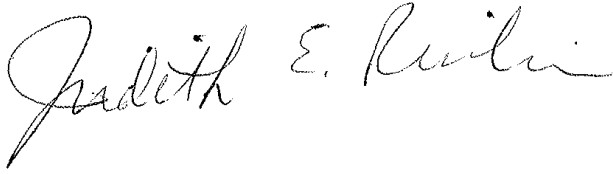
Lafe E. Solomon, Chair



Harriet E. Cooperman, Member



Lynn A. Ohman, Member

A handwritten signature in black ink that reads "Judith E. Rivlin". The signature is written in a cursive style with a large, looped 'J' and a trailing 'n'.

Judith E. Rivlin, Member

A handwritten signature in blue ink that reads "Richard A. Steyer". The signature is written in a cursive style with a large, looped 'R' and a trailing 'y'.

Richard A. Steyer, Member

Annapolis, MD

Issue Date: March 4, 2025

Appeal Rights

Any party aggrieved by this action of the Board may seek judicial review in accordance with Title 10 of the State Government Article, Annotated Code of Maryland, Section 10-222, and Maryland Rules, 7-201 et. seq.