

JANIE SHAFER,

Appellant

v.

FREDERICK COUNTY
BOARD OF EDUCATION,

Appellee.

BEFORE THE

MARYLAND

STATE BOARD

OF EDUCATION

Opinion No. 26-13

OPINION

INTRODUCTION

Appellant appeals the decision of the Frederick County Board of Education (“local board”) denying her request to reinstate her life insurance benefits, which were discontinued in 2009. The local board responded that its decision was not arbitrary, unreasonable, or illegal as there was no avenue for the local board to reinstate an insurance benefit which Appellant waived in 2009. Appellant responded and the local board replied.

FACTUAL BACKGROUND

Appellant, a former mathematics teacher, retired from Frederick County Public Schools ("FCPS") effective July 1, 1998. At that time, she authorized the Maryland State Retirement and Pension System (“MSRPS”) to deduct premiums from her retirement checks for family health and dental insurance, as well as individual life insurance. (R. 38).

On August 24, 1999, Appellant was rehired as a mathematics teacher and returned to active service with FCPS under the Rehire-Retire program. Upon her return to active status, she was eligible to continue to receive her pension benefits but her previous insurance benefit elections with FCPS ceased as she was eligible to receive active status benefits and she was enrolled in group life insurance benefits as an active employee. (R. 21). She completed an enrollment form for group life insurance benefits upon rehire. (R. 34).

On May 16, 2009, in anticipation of her final separation from active service, Appellant was required to complete a new insurance benefits election form. (R. 21). On this form marked “Retire/Rehire,” she elected family health and dental insurance and authorized MSRPS to deduct premiums for the health and dental benefits, but she explicitly checked the box to “waive” her individual life insurance coverage. (R. 35). Following her separation from service on July 1, 2009, no premiums for life insurance were deducted from her pension payments for the next sixteen years.

In April 2025, Appellant contacted the FCPS Benefits Office to inquire about her life insurance. Upon review, the Director of Human Resources determined that the benefit had been waived in 2009 and denied her request for reinstatement. (R. 3-6). On May 16, 2025, the

Superintendent's Designee denied Appellant's appeal and the Superintendent concurred with this decision. (R. 20 – 22). Appellant appealed this decision to the local board and by letter dated November 5, 2025, the local board affirmed the Superintendent's decision. (R. 111-112).

This appeal followed.

STANDARD OF REVIEW

Decisions of a local board involving a local policy or a controversy and dispute regarding the rules and regulations of the local board shall be considered *prima facie* correct, and the State Board may not substitute its judgment for that of the local board unless the decision is arbitrary, unreasonable, or illegal. COMAR 13A.01.05.06A. A decision may be arbitrary or unreasonable if it is contrary to sound educational policy, or if a reasoning mind could not have reasonably reached the conclusion of the local board. COMAR 13A.01.05.06B. The Appellant has the burden of proof by a preponderance of the evidence. COMAR 13A.01.05.06D.

LEGAL ANALYSIS

Appellant argues that because her 1998 retirement was a lifetime event, FCPS had no legal right to alter her original benefit elections in 2009. She contends the 2009 form was signed in error or was "invalid" because she did not "retire" a second time, but rather merely ended a period of re-employment.

However, a thorough review of the record supports the local board's conclusion that the decision was grounded in fact and rational administrative procedure. When Appellant returned to active service in August 1999, her retiree insurance benefit elections were paused as she became eligible for, and enrolled in, group life insurance benefits provided to active employees. Upon her final separation in 2009, it was procedurally necessary for her to re-authorize MSRPS to resume deducting premiums from her pension checks for the cost of her insurance benefits premiums.

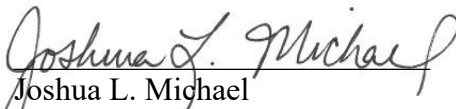
The May 16, 2009, election form is clear and unambiguous. On this document marked "Retire/Rehire," Appellant affirmatively checked the box to "waive" individual life insurance coverage while simultaneously electing to continue family health and dental insurance. The fact that she successfully elected two other forms of insurance on the same form demonstrates her understanding that she was required to re-select her insurance coverage at that time. The record does not support Appellant's claims of administrative error, fraud, or misinformation on the part of FCPS. Rather, the absence of coverage was the direct result of Appellant's own signed election at the time of her 2009 separation.

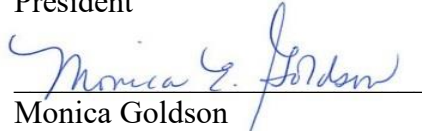
For approximately sixteen years—from July 2009 until April 2025—Appellant received monthly pension payments that did not include deductions for life insurance premiums. During this period, she had access to benefit statements that reflected her actual deductions. By accepting these payments without objection for nearly two decades, a reasoning mind could conclude that Appellant effectively acknowledged the accuracy of those payments and the underlying elections.

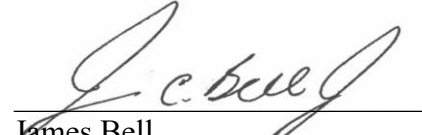
Given these undisputed facts, the local board's decision to uphold the denial of reinstatement was a reasoned judgment based on documentation and established benefits procedures. Appellant has not met her burden to show that the school system had the authority or the obligation to retroactively reinstate a benefit that had been explicitly waived and for which no premiums had been paid for sixteen years.

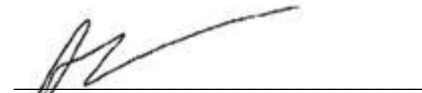
CONCLUSION

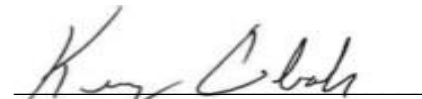
For the foregoing reasons, we do not find the local board's decision to be arbitrary, unreasonable, or illegal and we affirm the local board's denial of Appellant's appeal.


Joshua L. Michael
President


Monica Goldson
Vice-President

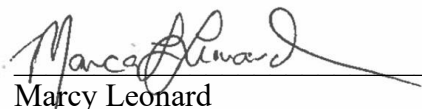

James Bell

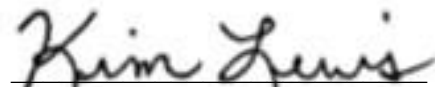

Chet Chesterfield


Kenny Clash


Nick Greer


Irma Johnson


Marcy Leonard


Kim Lewis

Absent:
Chuen-Chin Bianca Chang
Xiomara Medina
Samir Paul

March 24, 2026