LEADERSHIP FORUM

The Newsletter of the Association of Educational Leaders, Anne Arundel County

by Richard Kovelant,

Executive Director & General Counsel

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When committee work is not benign

committee is a group of individuals formed to achieve a predetermined objective. In some cases, the objective can be a task or action to be undertaken or it may simply be an effort to obtain information and recommend a course of action. Committee membership is established by some authority and a hierarchy of participants is agreed to, usually, in advance. The committee process should work well as a means of achieving a well defined objective by consensus. As benign as the foregoing may appear on its face, the use of certain committees by the BOE without AEL involvement in those issues, can pose very serious

problems for AEL as an organization, as well as its members. How so?

First, AEL in its

Negotiated Agreement with the Board and indeed, implicit in its capacity as the exclusive bargaining representative of Unit II employees has acquired the right to appoint its members to BOE established committees. This contractual obligation is extremely important as it permits AEL to extend its representation and positions throughout the committee process. In other words, AEL can and should use this process as a tool for representing all its employees. By allowing the BOE to invite committee participation by its unilateral selection of committee membership obviously changes the dynamics of the committee process and removes or marginalizes the AEL participation to which it is entitled.

Second, an individual who participates without AEL sanction or even without a re-

quired reporting function back to AEL is only advancing his/her own agenda. As well meaning as this may be, the full benefit of this committee service is lost to the membership at large. There is simply no accountability.

More often than not, AEL has been advised that those individuals who served on a committee without AEL knowledge or approval have agreed with the committee findings, recommendations or actions. There is no way of ascertaining the truth of the statement, verifying the communication or refuting the characterization. In some cases the position "agreed to" by this committee member is contrary to the Negotiated Agreement

and contrary to a previously AEL held position. AEL then finds itself placed in an internal dispute

with the committee member who may have been misinformed of AEL's position or unaware of the contractual requirements.

The message is simple, Unit II employees, having elected to be represented by AEL should let AEL provide that representation. AEL, not the BOE should be staffing committees when a request is made. The advancement of one's personal career at the expense of waiving the rights of the Unit II group as a whole is not the correct or smart thing to do. AEL is charged with representing Unit II employees in the areas of wage, hours and working conditions. This task is undertaken seriously and with concern for all Unit II employees. The BOE's new method of obtaining Unit II participation is

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Dates to Remember

June 26

AEL
Annual Meeting
&
Spring Social

Hellas Restuarant 8498 Veterans Hwy. Millersville 21108

Come to relax and enjoy one another's company and have your say on some important AEL business. In addition to election of Officers and Directors we have a couple of proposed changes to the **AEL By-laws** requiring membership approval.

Free

There is no 'l' in team

here is no I in Team. Although there are several different committees and groups within the AACPS system who each have their own agendas, we must remember that we are all in this business to help one par-

ticular group: our students. This is a very busy time of year for educators, with state tests,

about. But, as members of AEL, we must remember that as a committee, we have our own goals and objectives that may align with or go

against the agenda of the BOE. The problem is, sometimes AEL members are appointed to BOE committees who are not aware of the goals and objectives of AEL, and therefore cannot fully express those ideas to the committee. As mem-

> bers of this team, we all need to be aware of the mission and goals AEL is trying to achieve. This problem defeats the mission of AEL. If you find

yourself placed in this situation, please contact a member of the executive board to get our position represented in the committees.

by Bob Ferguson AFI President proms, and graduations, we all

have our own things to worry

Performance Evaluation v. Incentive Pay

In decades of negotiations with the Board AEL has consistently supported the basic **L**concept of performance evaluation. Improving instruction, instructional leadership and management skills are the core of curricular supervision and building administration. In negotiations that began last October, the Board proposed the idea of incentive compensation for exceptional

performance. AEL agreed with the idea. However, the plan initially seen as a Unit II benefit has turned into a potential liability. Why? significance of the task relative to its impact on our negotiated agreement. Had the Board kept its promise the outcome surely would have looked different.

Finally, AEL agreed to a means to pay for the new performance plan. Enough money was set aside to underwrite what appeared to be the mutual expectation that a significant percentage

> of Unit II would be eligible for the incentive pay. We then learned of the astounding an-

by Richard Kovelant, **Executive Director & General Counsel**

First, it was never suggested during negotiations that the Board planned to overhaul the entire performance evaluation process. AEL learned of the Board's wholesale redesign after negotiations were completed. What was agreed to was the development of the new incentive pay plan—criteria, a quantitative measurement protocol, a scoring system, eligibility standards, an appeal process to resolve challenges to evaluation procedures or outcomes, etc.

Second, AEL was assured of a joint committee role in the process. That never happened. What did happen, again (see "When committee work is not benign"), is that AEL was neither asked to make nor informed about appointees to the joint committee. Those who were asked had little or no knowledge of the background; did not understand the agreed-upon charge and anticipated outcomes; and did not fully grasp the

nouncement from a Board executive staff member that a "normal curve" would proscribe the new incentive pay plan. Such a view portrays either a gross ignorance of fundamental differences between criterion-referenced and normreferenced assessments and/or a misrepresentation of the idea to AEL from the outset. Either way, the implication points to a set-aside that is three to six times in excess of what is necessary to fund a "normal" distribution among 300 Unit II members.

As we now know, what is going on around the county is an implementation smorgasbord with little if any consistency or uniformity. Fairness and equity, even do-ability, appear seriously challenged. What was agreed to in negotiations -the Board abandoned. What began as a joint, cooperative venture -- the Board subverted. This process hardly qualifies as evidence of an educational partnership the Board touts.

Working together makes us stronger organization.

When committee work is not benign...

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counter productive to that mission and should be avoided.

At the very least, anyone who is approached to serve on a committee should contact AEL so that the organization can be made aware that Unit II involvement is being sought, the nature and scope of the involvement that is being requested and whether it is a committee that should be staffed with AEL participants. Too often, AEL learns that an Area Director, Assistant Superintendent, etc. has approached an AEL member to impress his or her service on a committee that required AEL staffing. Too often, AEL learns that a committee has met, has come to some sort of agreement and thereafter,

the recommendations of the committee have been elevated to an agreement with all Unit II employees, regardless of the fact they were never represented by AEL in this process. As "well intentioned" as those who serve may be and as "well intentioned" as the request for service may be, the fact remains that this type of activity dilutes the importance of AEL and even more importantly, dilutes the representation AEL can provide its constituency.

Please consider notifying AEL if you are approached to serve on a committee so that your service can be tracked, our input can be made and AEL's position advanced on behalf of the entire membership.

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AEL offers Aflac benefits to Educators

FLAC's most popular plans are available to you at affordable payroll rates. All programs pay in addition to your sick days or Sick Leave Bank. The policies pay cash benefits directly to you or your family for an accident, illness, pregnancy or for surgery, over and above any other benefits that you have through the Board of Education. These programs pay you while medical insurance pays the doctors and hospitals.

Want to know more about how these affordable plans can help you improve your benefits package and recover out of pocket expenses, caused by illness or accident?

Short Term Disability: (Protect your Paycheck)

- · Insure your income if you cannot work
- · Pays in addition to and on top of Sick Days or Sick Leave Bank
- · May pay for pregnancy (plan must be in effect for 10 months prior to baby's birth) and complications
- · Flexible plan with a choice of four pay out periods and wait periods
- · No medical exam required only answers to medical questions

Personal Accident Indemnity

· Guaranteed issue - no medical questions -

Fully Portable – Protection to age 70

- · \$60 cash back WELLNESS benefit after 12 months
- · Value-packed plan covering all types of accidents
- · Children and spouse coverage at affordable rates
- · Ambulance (ground/air) and lodging benefits included

Cancer Protection

- \cdot \$75 cash back WELLNESS benefit available after 31st day
- · Pays for annual checkups Fully portable Protection to age 70
 - · Lump sum first occurrence benefit
- · Covers hospital, surgery and all types of medical expenses
- · 2nd opinion from a physician at a National Cancer Institute Center
- · Ambulance (ground/air) and lodging benefits included
 - · Hospice care

For a personal appointment to review or participate in any of the Aflac benefits please call: John Leckliter or Suzanne Herrmann at 877-884-3784; 443-618-4474(c) or 301-592-1992(c); John_Leckliter@us.aflac.com; Suzanne Herrmann@us.aflac.com

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Story ideas and Letters to the Editor welcomed

We encourage members to use this newsletter to share their opinions and ideas.

If you would like to express your thoughts on an issue (i.e., "climate surveys") or a time saving tip or a creative solution to a common problem, send your submission to Denise Hofstedt at 410.421.5832 (fax) or dmhofstedt@verizon.net.