

AEL Leadership Forum

VOLUME 13, ISSUE 5

NOVEMBER 2018

UPCOMING EVENTS

Nov. 14, 2018
AEL Executive Board Meeting
5 pm
AEL HQ,
2521 Riva Road,
Suite L-2, Annapolis

Dec. 19, 2018
AEL Executive Board Meeting
5 pm
AEL HQ,
2521 Riva Road,
Suite L-2, Annapolis

Jan. 16, 2018
AEL Executive Board Meeting
5 pm
AEL HQ,
2521 Riva Road,
Suite L-2, Annapolis

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When is Enough Enough?

By Will Myers, AEL President

Have we finally reached the end of our rope? Is there truly a straw that broke the camel's back? Perhaps, perhaps not. I'm not sure there is anyone left who continues to buy into the rhetoric of *we are family, we are better together and certainly, #Awesome*. Personally, I have lost the taste for that (*Kool Aid*) and have a hard time swallowing.

The continued breaking of promises made in good faith at negotiation sessions is disheartening. It has become way too easy to blame the County Executive and County Council for the lack of necessary funding. It is time for our Board of Education members and

our Superintendent to set administrative workload and equitable compensation as priorities.

I have not spoken to any administrator who is able to complete all "duties as assigned" in our contractual 40-hour work week. When this is

discussed at negotiations, we are reminded of our "fair compensation" and our "hidden benefits."

Unfortunately, the cost of those "hidden benefits" is going up while compensation to offset this cost is at best

stagnant and at worse declining. Healthcare increases will occur on January 1, 2019 and January 1, 2020.



Nelson Horine, Will Myers and Rick Kovelant at the Oct. 24 meeting to discuss an action plan.

Although the increases are nominal, they do erode any increase in compensation we may receive. Unit V and Unit VI were given sufficient pay increases which ease the pain

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associated with the escalating premium contributions.

Unfortunately, Unit II employees were not the recipients of the same economic buffer. There seems to be a widely held opinion about Unit II compensation by Board of Education members that current salaries for Unit II members are enough.

Unfortunately, this opinion is mirrored by the County Executive, and the County Council. Our best tact is to continue to expose the lack of a true negotiation process. This year, when accepting the terms of our current contract in front of the Board of Education members and Superintendent, I requested our new negotiations begin before the Superintendent finalizes his budget for the 2019-2020 school year.

This verbal request was followed-up with a written request made by our

Executive Director, Richard Kovelant. Here is the response from the Board's Chief Negotiator:

*"I will begin to work with Nelson [Nelson Horine, First Vice President AEL] regarding dates for FY20 negotiations. As matter of information, **AEL and the Board will be unable to reach an agreement regarding salary prior to the development of Dr. Arlotto's requested budge** (sic) [emphasis added]. However, early negotiations will allow an opportunity for AEL to provide/submit a **request** [emphasis added] as the Superintendent's budget is being developed. Keep in mind, the Board must ultimately establish proposals for negotiations."*

It appears that once again, the amount of any salary enhancement available will be pre-determined. What becomes

suspect and extremely frustrating is the inequity of funding salary enhancements between represented and non-represented job groups as well as the exclusion of those Unit II employees who have "Stepped Out" as a result of their longevity. All salary enhancements negotiated by represented job groups are contingent upon funding by the County Executive and/or County Council. In contrast, funding for non-represented job groups, V and VI are seemingly not contingent on County funding. At this point, the question becomes; Are Unit V and VI salaries reduced when the school budget is rejected by the County?.

The time is now more than ever to let the Board and Superintendent know our dissatisfaction with the current process of negotiations and work load conditions. If you finally have had enough, join us and make your voice heard.

"Our best tact is to continue to expose the lack of a true negotiation process."

A Broken Process—A Recipe for a Poor Result

By Rick Kovelant, AEL Executive Director and General Counsel

Negotiations between the Board of Education and AEL, as the designated bargaining representative for Unit II employees, is not a recommendation, a wish, or an option. It is a requirement pursuant to the Sections 6-408 (a) and 6-408 (c) (1) of the Education Article of the Annotated Code of Maryland. Required negotiations between the parties involve the topics of wages, hours and working conditions. While there may be at times fair debate over the term “working conditions” as to exactly what this term encompasses however, there can be little or no debate that wages and compensation are one and the same.

In order to fulfill the legal requirement to negotiate, the parties must meet and work toward a resolution in GOOD FAITH. It is impossible to conduct

GOOD FAITH negotiations regarding the subject matter of wages/compensation



although one party has no intention of doing so. The latest email between myself and Ms. Rawles clearly illustrates this point.

On September 7, 2018, I emailed the following request in order to establish dates for the negotiating teams to meet and begin the process.

“Melisa, The AEL negotiating team would like to establish acceptable dates to begin the negotiating process. It is AEL’s intent to arrive at a negotiated agreement prior to the Superintendent’s attempt to determine placeholders for

Unit II compensation. Unfortunately, in prior years it appears that the compen-

sation is set before negotiations are commenced, let alone complete. Please feel free to communicate acceptable dates directly to Nelson and copy Will and myself with the same.”

The following is the response I received from Ms. Rawles on September 10, 2018.

“Rick, I will begin to work with Nelson regarding dates for FY20 negotiations. As matter of information, AEL and the Board will be unable to reach an

“It is impossible to conduct GOOD FAITH negotiations regarding the subject matter of wages/ compensation if one party has no intention of doing so.”

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“AEL is a negotiating party and does not simply submit a ‘request’ for consideration by the Superintendent ...”

agreement regarding salary prior to the development of Dr. Arlotto’s requested budge (sic) [emphasis added]. However early negotiations will allow an opportunity for AEL to provide/submit **a request** [emphasis added] as the superintendent’s budget is being developed. Keep in mind, the Board must ultimately establish proposals for negotiations.”

It seems pretty clear to me that the course of events envisioned by the Board does not remotely approach an attempt at arriving at a Negotiated Agreement in accordance with any required procedures. It indicates that once again, the Superintendent decides what he believes to be appropriate compensation, places the amount in

his budget and in effect, the Board by its acquiescence avoids the entire negotiating process. Since when is a negotiated agreement conditioned on the development of the Superintendent’s budget? AEL is a negotiating party and does not simply submit a “request” for consideration by the Superintendent who may or may not honor the “request.” The parties are, as I stated earlier, required to negotiate a result that becomes part of the budget. The Superintendent’s budget, when dealing with bargaining units, does not and cannot unilaterally determine Unit II compensation absent this process.

Closely on point, the Public School Labor Relations Board (PSLRB) addressed a similar matter in a case in-

volving the Prince George’s County Board of Education’s attempt to defer negotiations with the teachers’ union until the County Council approved the education budget. The PSLRB, quite emphatically concluded, “We find this contention without merit. First and foremost, because it is directly contrary to the express and unambiguous language of Section-6-408 (a) as explicated by Section 6-408 (c) (1)” (of the Education Article which requires negotiations by the parties).The deferral of our negotiations and thus any attempt to reach an agreement with AEL until after the superintendent decides on his budget, is really no different than the attempt made by then Superintendent Maxwell and the Prince George’s Board of Education to sus-

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pend its negotiations until the Prince George’s County Council approves the school budget. If you permit negotiations to be suspended or merely treat AEL’s compensation proposals as a “request” pending the Superintendent’s formation of a budget, you have no negotiations at all. Sitting at the bargaining table merely making requests because the Superintendent has not struck his budget subverts the bar-

gaining process. But, again what else is new.

Now more than ever, AEL must seek either administrative or judicial intervention to require the mandated negotiation process to go forward to conclusion and not be a mere “request” to be accepted or rejected after the Superintendent and the Board of Education predetermine what funds remain available for its Unit II em-

ployees. It might be more comfortable for management to put the cart before the horse but, the horse, as always, needs to pull the cart and not push it along if you want to get somewhere. Some have said doing the same thing over and over and expecting a different result is the definition of insanity. Doing the same thing over and over with a broken system will continue to cause the same fractured results.

“You cannot change the result if you can’t change the process.”

AEL Mission Statement

The Association of Educational Leaders exists to ensure all Unit II employees are fairly and equitably treated in the course of their employment.

We commit to accomplishing this mission on behalf of Unit II employees by ensuring:

1. Adherence to our Negotiated Agreement.
2. All Unit II employees are adequately and equitably compensated for their responsibilities and work load.
3. Personal and professional needs shall be respected.
4. Fair, consistent and equitable practices shall be adhered to when dealing with hiring promotions, assignments and evaluations.
5. Fair, consistent, equitable practices in dealing with matters relating to discipline and conflict resolution.
6. Fair, consistent, equitable practices in resolving school and community conflicts.

AEL Fall Social: Fun, Friends, Information



AEL Socials checklist:

- ✓ Re-connect with colleagues you don't get to see often enough
- ✓ Find out first-hand about Negotiations
- ✓ Pick up new ideas from other educational leaders outside your circle
- ✓ Eat a free meal
- ✓ Don't miss the next one.



The Association of Educational Leaders
2521 Riva Rd., Suite L-2
Annapolis, MD 21401



2017-18 AEL EXECUTIVE COMMITTEE/BOARD/STAFF

Will Myers (2017-21)	President	(P, South River HS)	(o)956-5600	wtmwants@aol.com
Nelson Horine (2017-21)	1st VP	(P, Anne Arundel Evening HS BOE)	(o) 222-5384	linnea.horine@gmail.com
Becky Blasingame-White (2017-21)	2nd VP	(P, Hebron-Harman Elementary)	(o) 859-4510	rblasingame-white@aacps.org
Renee Stout (2016-20)	Secretary (Interim)	(AP, CAT-South)	(o) 956-5900	rmstout@aacps.org
Lou Anoff (2017-21)	Treasurer	(AP, Severna Park MS)	(o) 647-7900	lanoff@aacps.org
Patrick Bathras (2016-20)	Director at Large	(P, Severna Park HS)	(o)544-0900	pbathras@aacps.org
Kevin Wajek (2017-2021)	Director at Large	(C, Secondary Mathematics HS)	(o) 224-5464	kwajek@aacps.org
Open	Director at Large			

REPRESENTATIVE DIRECTORS (14): CLUSTERS/FEEDER SYSTEM

Open	(Annapolis Cluster)			
Tracey Ahern	(P, Odenton Elementary, Arundel Cluster)		tahern@aacps.org	
Stacy Herbert	(AP, Magothy Rvr Middle, Broadneck Cluster)		sherbert@aacps.org	
Open	(Chesapeake Cluster)			
Open	(Glen Burnie Cluster)			
Dave Kauffman	(AP, Meade HS, Meade Cluster)		dkauffman@aacps.org	
Troy Hermann	(AP, Meade Middle, Meade Cluster)		thermann@aacps.org	
Ryan Sackett	(AP, North County HS, North County Cluster)		rsackett@aacps.org	
Jeff Haynie	(P, Solley Elementary, Northeast Cluster)		jhaynie@aacps.org	
Open	(Old Mill Cluster)			
Patrick Bathras	(P, Severna Park HS, Severna Park Cluster)		pbathras@aacps.org	
Edie Picken	(AP, South River HS, South River Cluster)		epicken@aacps.org	
Kevin Buckley	(P, Southern Middle, Southern Cluster)		khbuckley@aacps.org	
Kevin Wajek	(C, Secondary Mathematics HS)		kwajek@aacps.org	
Open	(Special Centers)			

There are several Open Cluster Representative positions, please contact Bob Ferguson for more information.

STAFF

Rick Kovelant (Executive Director, Legal Counsel)	(o) 410-897-0747, (c) 443-848-8022
Bob Ferguson (Administrator)	(o)410-224-3311 (fax)410-224-3345 (c)443-223-5645; leafman65@gmail.com
Connie Crouch (Executive Secretary)	(o)410-897-0747 or (o)410-224-3311 (f)410-224-3345

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