

**Consultation Agreements**

**between the**

**Austin Independent School District**

**and**

**Education Austin**

**1999-2007**





**Consultation Agreements**

**between the**

**Austin Independent School District**

**and**

**Education Austin**

**1999-2007**



Dear AISD Colleague:

Education Austin has been the elected consultation representative for all AISD teachers, certified, and classified staff since 1999. Consultation is the process by which AISD employees, through their democratically elected representative, meet and confer with the AISD administration and school board on matters of wages, working conditions, benefits, professional issues and educational matters.

Although Texas law denies teachers and school employees the basic rights to negotiate collectively for a contract (collective bargaining), AISD employees have won the right, through school board policy, to elect a consultation agent to represent their interests through the formal process known as consultation. Consultation agreements reached by Education Austin and the AISD administration and ratified by the AISD Board of Trustees become district policy.

During the 8 years that Education Austin has been the consultation agent, teachers and support staff have won improvements in pay, health care funding, stipends, leave rights, working conditions, employee/management relations, and in many other areas through scores of agreements hammered out at the consultation table. These agreements, while not a formal contract, nonetheless provide an important policy framework for teachers and staff. Taken as a whole, consultation agreements define many of the terms and conditions of employment and have led to better pay, benefits and working conditions for AISD employees.

This book contains the consultation agreements reached by AISD and Education Austin over the last 8 years. It also contains sections of important school district policy and state laws which pertain to teachers and school employees. Education Austin is proud of the gains we have made for our profession and we hope you find this book a useful resource.

Sincerely,

Louis Malfaro  
President  
Education Austin

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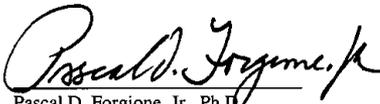
## Section I: All Employees Salary Increases

- 2000-2001**      3% average pay increase for all AISD employees  
AISD Administration offered 3% - NO AGREEMENT  
(School Board approved Administration Proposal)
- 2001-2002**      4.6% average pay increase for all AISD employees  
AISD Administration offered 3% - NO AGREEMENT  
(School Board approved Education Austin Proposal)
- 2002-2003**      3% average pay increase for all AISD employees  
AGREEMENT REACHED

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: SALARY INCREASE

The identified parties herby agree to a 2002-2003 salary increase for employees who are paid from salary schedules represented by Education Austin. All salary schedules represented by Education Austin will be improved by 3%.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8-26-02  
Date

8/26/02  
Date

**2003-2004**

\$410 pay increase for all AISD employees  
NO AGREEMENT  
(School Board approved Administration Proposal)

**2004-2005**

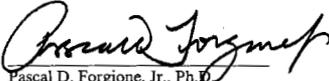
4.2% average pay increase for all AISD employees  
AGREEMENT REACHED

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: COMPENSATION AND SUPPORT

Education Austin and the Administration recommend that \$18 million in the proposed FY 2004-2005 budget should be set aside for compensation and support.

The Administration and Education Austin also recommend holding the employees harmless for health insurance. Health insurance, which will cost \$3 million of the \$18 million, should be the top priority for the use of these funds.

 Pascal D. Forgione, Jr., Ph.D. AISD Representative	 Louis Malfaro EA Representative
<u>6-30-04</u> Date	<u>6/30/04</u> Date

**2005-2006**

\$1,000 Retention Stipend for Teachers  
NO AGREEMENT (Education Austin “Broken Promises” campaign led to the retention stipend after the Administration proposed a 0% pay increase)

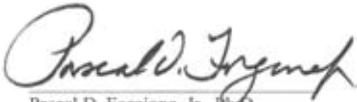
**2006-2007**

**7.5% average pay increase for all AISD employees  
AGREEMENT REACHED**

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: SALARY INCREASE FOR 2006-2007

Pending approval from the Board of Trustees, the identified parties hereby agree that beginning with the 2006-2007 school year all salary schedules represented by Education Austin will be improved by 7.5%.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8-1-06

Date

8-1-06

Date

**2007-2008**

**3.9% average pay increase for all AISD employees  
AGREEMENT REACHED**

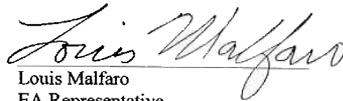
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: SALARY INCREASE FOR 2007-2008

Pending approval from the Board of Trustees, the identified parties hereby agree that for the 2007-2008 school year all salary schedules represented by Education Austin will be improved by 3.9%. This tentative agreement is the result of a previous agreement in 2006-2007 to increase all salary schedules represented by Education Austin by 3% for the 2007-2008 school year and an additional .9% increase for teachers as provided by state funding. The additional .9% increase for all other employees is provided from recurring savings from the estimated cost of 2007-2008 employee health insurance.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8/6/07  
Date

8/6/07  
Date

## Health Insurance

2004-2005

\$3 Million Increase in District Contribution to Provide Individual Health Insurance at No Cost to All AISD Employees

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

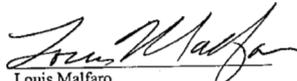
SUBJECT: COMPENSATION AND SUPPORT

Education Austin and the Administration recommend that \$18 million in the proposed FY 2004-2005 budget should be set aside for compensation and support.

The Administration and Education Austin also recommend holding the employees harmless for health insurance. Health insurance, which will cost \$3 million of the \$18 million, should be the top priority for the use of these funds.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

6-30-04  
Date

  
Louis Malfaro  
EA Representative

6/30/04  
Date

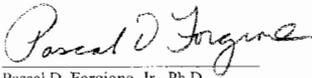
**2005-2006**

**\$6.5 Million Increase in District Contribution to Provide  
Individual Health Insurance at No Cost to All AISD  
Employees**

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: EMPLOYEE HEALTH INSURANCE

The Austin Independent School District and Education Austin agree that the District will make available individual health insurance (HMO) coverage to all AISD employees at no cost to the employee for FY 2005-2006.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

8/3/05

Date



Louis Malfaro  
Education Austin Representative

8/3/05

Date

**2006-2007**

**\$5.9 Million Increase in District Contribution to Provide Individual Health Insurance at No Cost to All AISD Employees**

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: HEALTH INSURANCE FOR 2006-2007

Pending approval from the Board of Trustees, the identified parties hereby agree that the employee health insurance plan for 2006-2007 (HMO) will continue to be fully paid for the employee by the district. This benefit requires an approximate increased expenditure of 5.9 million dollars, which is the equivalent of a 1.5% salary increase, for the 2006-2007 school year. The identified parties also agree to study health insurance options in preparation for recommendations during, or prior to, January 2007.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

8-1-06  
Date

8-1-06  
Date

**2007-2008**

\$5.9 Million Increase in District Contribution to Provide Individual Health Insurance at No Cost to All AISD Employees (Surplus \$1.2 renegotiate to provide all Classified Employees with 3.9% Pay Raise and All Employees with an Employee Assistance Program)

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: HEALTH INSURANCE FOR 2007-2008**

Pending approval from the Board of Trustees, the identified parties hereby agree that the district will fund the employee health insurance plan with an additional 5.9 million dollars for 2007-2008.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

8-1-06  
Date

8-1-06  
Date

# Other Benefits

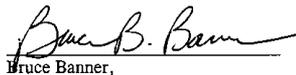
## Employee Leave Policy

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

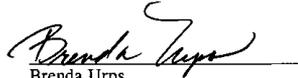
SUBJECT: STATE LEAVE/LOCAL LEAVE (BOARD POLICY D, DEC LOCAL)

The identified parties hereby agree to request action from the Board of Trustees supporting changes to Board Policy D, DEC Local. Such request shall include changing the utilization of employee leave from "state leave first and then local leave" to "local leave first and then state leave." If adopted by the Board of Trustees, such agreement shall be implemented effective July 1, 2001.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

\_\_\_\_\_  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

11-29-00  
Date

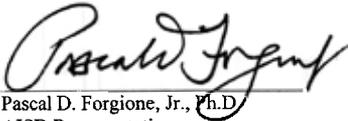
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## Employee Assistance Program

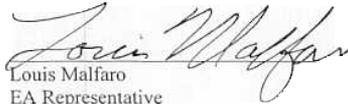
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: EMPLOYEE ASSISTANCE PROGRAM

Pending approval from the Board of Trustees, the identified parties hereby agree that the District will provide \$108,000 to begin an Employee Assistance Program under the Office of Human Resources. This tentative agreement is funded as a result of recurring savings from the estimated cost of 2007-2008 employee health insurance.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8/6/07  
Date

8/6/07  
Date

## Section II: Teachers and Certified Employees

### National Board for Professional Teaching Standards

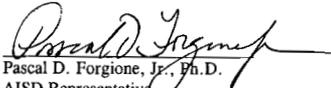
CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: STIPEND FOR NATIONAL BOARD CERTIFICATION

The identified parties hereby agree to an annual stipend recognizing National Board Certification. Teachers shall receive \$2000 annually for holding the certificate and the opportunity to earn an additional \$1000 annually for completing tasks/projects at the school which are mutually agreed upon between the teacher and principal. Teachers holding National Board Certification must present documentation to the Department of Human Resources on or before September 1 of each school year to qualify for the stipend. Teachers wishing to earn the additional \$1000 shall provide documentation to the Human Resources Department on or before the last day of the school year to receive compensation.

Teachers who earn National Board Certification while teaching for AISD shall continue to receive \$2000 annually if promoted to other professional and/or administrative positions. Documentation must be presented to the Human Resources Department on or before September 1 of each school year to qualify for the stipend.

Providing the increase in payment shall require an additional annual expenditure of \$30,000.

  
Pascal D. Forgiione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

Date 8/28/01

Date 8/28/01

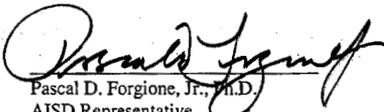
CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

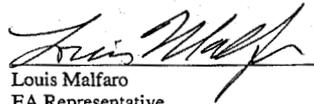
SUBJECT: NATIONAL BOARD CERTIFICATION

The identified parties hereby agree to the following stipend format for full-time AISD teachers who hold National Board Certification beginning the 2004-2005 school year:

1. Interested AISD teachers must submit documentation verifying their certification by the National Board for Professional Teaching Standards. Documentation must be submitted to the Supervisor of Records in the Department of Human Resources.
2. Once verified, AISD National Board Certified Teachers are eligible to receive a stipend for each year remaining in the term of their National Board Certification. The original Term of Certification is ten years from the date of Certification. The number of additional years through Re-Certification is ten years from the date of Certification. The number of additional years through Re-Certification is still to be determined by NBPTS.
3. Stipends will be calculated in the following manner:
  - A. AISD teachers, who begin the school year with National Board Certification, will receive a \$2000 annual stipend paid out in installments in their regular paychecks for each year remaining in the term of their National Board Certification.
  - B. AISD teachers, who become National Board Certified in December, will receive a \$1000 stipend in the second semester of the school year and \$2000 for each year thereafter for each year remaining in the term of their National Board Certification. Stipends will be paid out in installments in their regular paychecks.
4. AISD teachers who are National Board Certified Teachers and are working in professional or an administrative position within the District will receive their \$2000 annual stipend for each year remaining in the term of their National Board Certification.

- 5. AISD campus teachers approved to receive the \$2000 National Board Stipend may earn an additional \$1000 stipend for approved work beyond their regular duties provided:
  - A. Qualified teachers must work at least 40 hours beyond normal duty hours in an academic year as approved by the Department of Professional Development, either coaching new teachers and/or coaching National Board candidates; and Such additional work will be in support of the AISD National Board Cohort and/or mentoring teachers with three to five years of teaching experience.
  - B. Documentation of the additional hours spent coaching new teachers and/or coaching National Board candidates must be submitted by the principal and the teacher on a District issued form to the Director of Educator Development by April 15 of each school year.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

6-30-04

Date

6/30/04

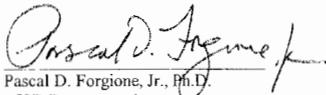
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## New Teacher Academy

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: PAYMENT FOR NEW TEACHER ACADEMY TRAINING

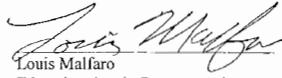
The Austin Independent School District and Education Austin agree that the District will compensate teachers attending the five-day New Teacher Academy training at a rate of \$50 per day. Pending Board approval to an amendment to the 2004-2005 budget, teachers attending the training August 2005 will be the first to receive the payment. Payment will be included in the August paycheck.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

8/3/05

Date



Louis Malfaro  
Education Austin Representative

8/3/05

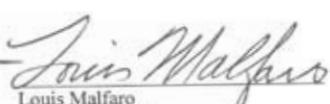
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**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: NEW TEACHER ACADEMY ATTENDANCE FOR 2006-2007**

Pending approval from the Board of Trustees, the identified parties hereby agree that beginning August 2006 the district rate of pay for newly hired teachers attending the New Teacher Academy will be \$90.00 per day.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

8-1-06  
Date

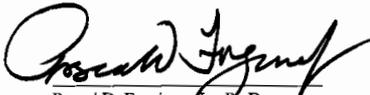
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Date

## Supplemental Pay for Teachers

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: SUPPLEMENTAL PAY FOR TEACHERS**

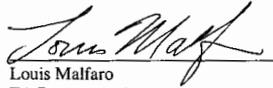
The identified parties hereby agree to a 2002-2003 (effective 9/1/02) supplemental pay increase for teachers who attend training outside of the workday. Supplemental pay will be increased from \$75.00 per day (\$12.50 per hour up to six hours per day) to \$90.00 per day (\$15.00 per hour up to six hours per day).



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

10/30/02

Date



Louis Malfaro  
EA Representative

10/30/02

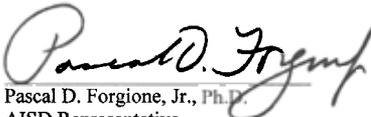
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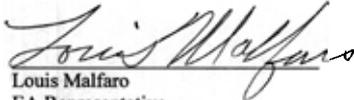
## Supplemental Pay for Teachers Attending Training

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: SUPPLEMENTAL PAY FOR TEACHERS ATTENDING TRAINING

Pending approval from the Board of Trustees, the identified parties hereby agree that beginning with the 2006-2007 school year teachers who are required by the administration to attend training will receive supplemental pay at a rate of fifteen dollars (\$15.00) per hour when the training occurs outside of the teacher's scheduled work year (weekends, holidays and summer break). Attendance at required training within the teacher's scheduled work year may or may not be paid at the discretion of the District. If payment is rendered, the rate of payment will also be at the discretion of the District, not to exceed fifteen dollars (\$15.00) per hour. Attendance at non-required training will be at the discretion of the teacher and may be paid or unpaid at the discretion of the District. If payment is rendered, the rate of payment will also be at the discretion of the District, not to exceed fifteen dollars (\$15.00) per hour.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

8-17-06  
Date

8-17-06  
Date

## Secondary Teachers' Planning and Preparation Time and Secondary Teachers Teaching an Additional Class

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: SECONDARY TEACHERS' PLANNING AND PREPARATION TIME  
AND SECONDARY TEACHERS TEACHING AN ADDITIONAL  
CLASS

Pending approval from the Board of Trustees, the identified parties hereby agree to the following points beginning with the 2007-2008 school year:

**State Required Teacher Planning and Preparation Time At Secondary Schools**

Secondary classroom teachers are entitled by the state to at least 450 minutes within each two-week period for planning and instructional preparation including parent-teacher conferences and evaluation of students' homework. A planning and preparation period may not be less than 45 minutes within the instructional day. During that time, a teacher may not be required to participate in any other activity.

**District Provided Teacher Planning and Preparation Time At Secondary Schools**

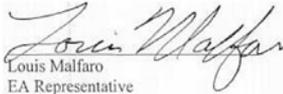
Secondary classroom teachers are also provided additional planning and preparation time at the discretion of the district beyond what is required by state law. Additional district planning and preparation time for secondary classroom teachers may be used pursuant to the principal for instructional planning, professional development, team or department meetings, or for other academic planning purposes aligned to campus academic goals. Expectations for the use of district-provided planning and preparation time should be given to teachers in a clear and timely manner.

**Secondary Teachers Teaching an Extra Class**

Secondary teachers who elect to teach an extra class beyond the regular class load will receive a salary adjustment equal to 20% of their base salary. Teachers teaching an additional class are expected to participate in all campus planning and preparation activities and otherwise perform the duties they would normally perform in a regular class load.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

328-07  
Date

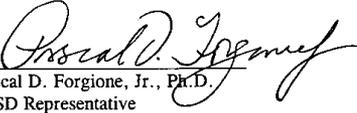
328-07  
Date

# Stipend for Middle School Special Education Department Chair

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: STIPEND FOR MIDDLE SCHOOL/JUNIOR HIGH SPECIAL EDUCATION  
DEPARTMENT CHAIR**

The identified parties hereby agree to increase the annual stipend for the position of Middle School/Junior High Special Education Chair from \$560 to \$2060. Providing the increase in payment shall require an additional annual expenditure of \$25,500.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

8-28/01  
Date

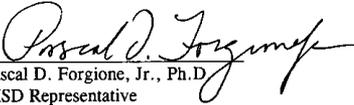
8/28/01  
Date

## Stipend for Bilingual Teachers

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

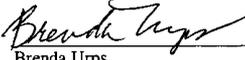
SUBJECT: STIPEND FOR BILINGUAL TEACHERS

The identified parties hereby agree to increase the annual stipend for certified Bilingual Teachers teaching LEP students from \$1,000 to \$1,250. The identified parties further agree to implement an annual stipend of \$500 for teachers who are providing instruction to LEP students and who are on an Alternative Certification or Permit. Providing the increase in payment shall require an additional annual expenditure of \$203,750.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

8-28-01  
Date

8/28/01  
Date

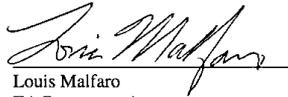
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: STIPENDS FOR BILINGUAL TEACHERS**

The identified parties hereby agree to a 2002-2003 stipend increase for certified teachers teaching bilingual classes as identified by the District and teachers who are on permit teaching bilingual classes as identified by the District. Stipends for certified teachers will be increased from \$1250 to \$2000 and teachers who are on permits will be increased from \$500 to \$750.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8-26-02

Date

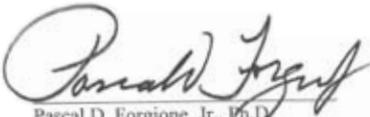
8/26/02

Date

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: BILINGUAL EDUCATION STIPEND FOR 2007-2008

Pending approval from the Board of Trustees, the identified parties hereby agree that beginning with the 2007-2008 school year the stipend for Bilingual Education Teachers will be improved from \$2150 to \$2500.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



8-1-06  
Date

8-1-06  
Date

## Substitute Teacher Compensation

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: SUBSTITUTE TEACHER COMPENSATION

The identified parties hereby agree to increase the daily rate of payment for substitute teachers by \$10.00, increase at Increment One an additional \$20.00 per day beginning the thirty-first day of service, and increase at Increment Two an additional \$20.00 per day beginning on the sixty-first day of service. The parties further agree to implement a bonus of \$20.00 per day retroactive to the first day of service for completing a singular long-term assignment lasting twenty or more days. The parties also agree that if a substitute teacher works a minimum of one hundred twenty-five days of substituting this school year, upon his/her return next school year, they will return with payment at Increment One beginning on the first day of service. Providing payment shall require an additional annual expenditure of \$700,000.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

10-31-01  
Date

10-31-01  
Date

## Special Area Teachers

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: SPECIAL AREA TEACHERS FOR 2007-2008

Pending approval from the Board of Trustees, the identified parties hereby agree that beginning with the 2007-2008 school year the district will staff Special Area Teachers (Fine Arts, Music, Physical Education) at a ratio of 7.5 classrooms to 1 Special Area Teacher.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

8-1-06  
Date

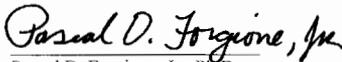
8-1-06  
Date

**PDAS Waiver**

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: PDAS WAIVER FOR RETIRED/REHIRED TEACHERS

The parties hereby agree that teachers who have retired and been rehired by the District may participate in the PDAS Waiver System provided the teacher meets the criteria for PDAS Waiver eligibility. A principal may reinstate a complete PDAS appraisal for a teacher who has waived his/her right to such an appraisal during the school year. This agreement does not apply to retired/rehired teachers who are not classroom teachers and are evaluated with an appraisal instrument other than PDAS.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
Education Austin Representative

11-30-05  
Date

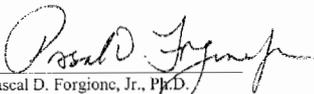
11/30/05  
Date

## Support for Mentoring in AISD

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: SUPPORT FOR MENTORING IN AISD

The Austin Independent School District and Education Austin agree to meet regularly during FY 2005-2006 as part of the AISD Teacher Compensation and Support Committee. Recommendations from the Committee and/or from Education Austin regarding the use of mentors to support new teachers will be shared with AISD administration, the Board of Trustees, and will be given consideration throughout the budget adoption process leading up to the adoption of the FY 06-07 budget.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

8/3/05  
Date

  
Louis Malfaro  
Education Austin Representative

8/3/05  
Date

## Strategic Compensation

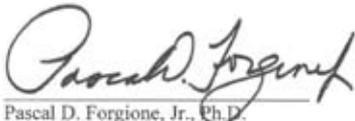
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: SALARY INCREASE FOR 2007-2008

Pending approval from the Board of Trustees and the availability of an additional 4 cents in the local M & O tax rate for 2006-2007, which will be dedicated for enhancing Fund Balance in 2006-2007, the identified parties hereby agree that beginning with the 2007-2008 school year all salary schedules represented by Education Austin will be improved by 3%. Further, the salary schedule for teachers and administrators will be improved by an additional 1% in a manner as identified for teachers by the Teacher Compensation and Support Committee and in a manner for administrators as identified by the Superintendent.

**CONTINGENCY:**

If the parties are successful in obtaining state funding for teacher incentives for 2007-2008, the parties hereby agree that beginning with the 2007-2008 school year all salary schedules represented by Education Austin will be improved by 4%. Further, the salary schedule for teachers and administrators will be improved by an additional 1% in a manner for teachers as identified by the Teacher Compensation and Support Committee and in a manner for administrators as identified by the Superintendent. If funding by the state exceeds 1%, the additional revenue will be addressed by mutual agreement of the parties and in accordance with any and all state guidelines.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8-1-06

Date

8-1-06

Date

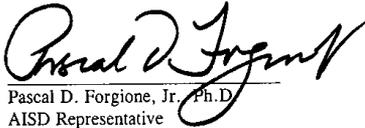
## Section III: Classified Employees

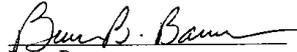
### Classified Job Description

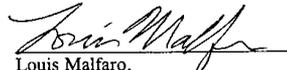
CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

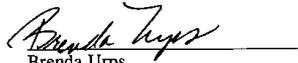
SUBJECT: CLASSIFIED JOB DESCRIPTION

The identified parties hereby agree to amend the Classified Job Description to include that classified employees will not typically be asked to perform work outside the normal scope of their job description. To assist in clarifying this agreement the parties concur that the normal scope of work means "other *related* duties as assigned."

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

11-29-00  
Date

11/29/00  
Date

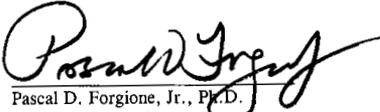
## Movement of Classified Employees

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

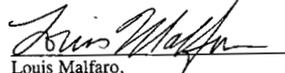
SUBJECT: MOVEMENT OF CLASSIFIED EMPLOYEES

The identified parties hereby agree to require all classified employees to remain in their current school or department for one hundred and thirty-five (135) calendar days before applying for vacancies outside of their respective school or department. During this time, classified employees may submit an internal application for vacant positions to the Classified Human Resources Department which shall contain notice that they have been in their current position for one hundred and thirty-five (135) days or less.

The Superintendent may waive all or part of the requirement of one hundred and thirty-five (135) calendar days if deemed necessary.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

3/28/01  
Date

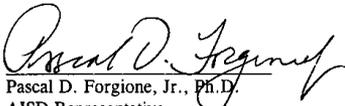
3/28/01  
Date

## Classified Employee Service Credit

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: CLASSIFIED EMPLOYEE SERVICE CREDIT

The identified parties hereby agree to recognize outside AISD job related experience for salary purposes for classified employees hired prior to August 1, 1997, in the same manner as implemented by the District for new hires beginning August 1, 1997. Employees hired prior to August 1, 1997, who qualify for credit for outside AISD job related experience, shall be paid accordingly beginning September 1, 2001. Payment shall not be retroactive. Providing the increase in payment shall require an additional annual expenditure of \$225,000.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

Date 8/28/01

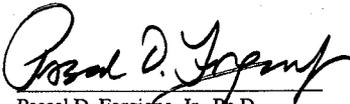
Date 8/28/01

# Civic Leave for Classified Employees

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

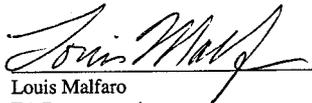
**SUBJECT: CIVIC LEAVE FOR NON-TWELVE-MONTH CLASSIFIED  
EMPLOYEES DURING SUMMER EMPLOYMENT**

The Superintendent or designee shall grant leave without loss of pay to allow a non-twelve-month classified employee to answer a jury summons, court summons, or other mandatory governmental summons during summer employment.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

Date

2/19/03

  
Louis Malfaro  
EA Representative

Date

2/19/03

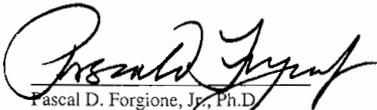
## Classified Employee Work Breaks

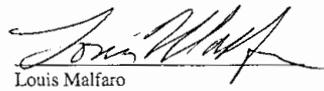
CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: CLASSIFIED EMPLOYEE WORK BREAKS

The identified parties hereby agree to the following conditions regarding classified employee work breaks:

- A. All classified employees working an eight (8) hour day may be allowed to take two (2) paid work breaks regardless of how the day is scheduled.
- B. All classified employees working a four (4) hour day may be allowed to take one (1) paid work break regardless of how the day is scheduled.
- C. Work breaks should be common practice and should be provided by the administrator in charge unless there is an extraordinary situation that makes this impractical. Breaks are subject to certain restrictions:
  - 1. No break should be taken until at least one (1) hour after starting time.
  - 2. Break periods will be limited to a maximum of fifteen (15) minutes.
  - 3. Work breaks may not be combined to allow for a longer break period.
  - 4. Employees may not take a break at the end of a scheduled workday in order to leave early.
  - 5. No additional pay will be given to employees who do not take a work break.
  - 6. Break time cannot be accumulated.
  - 7. Work breaks may not be used to extend a lunch break.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

12-15-04  
Date

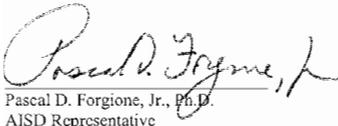
12-15-04  
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# Living Wage

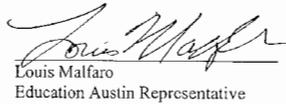
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: LIVING WAGE

The Austin Independent School District and Education Austin agree that beginning September 1, 2005 the District will increase the minimum living wage from \$8 per hour to \$9 per hour for all regular full-time and part-time employees.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

8/3/05  
Date

  
Louis Malfaro  
Education Austin Representative

8/3/05  
Date

## Austin ISD Bus Driver and Monitor Committee

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: AUSTIN ISD BUS DRIVER AND MONITOR COMMITTEE

The parties hereby agree that the District will create a committee of three (3) bus drivers [two (2) bus drivers will be current members of Education Austin], three (3) monitors [two (2) monitors will be current members of Education Austin], three (3) campus administrators, and three (3) other District or Transportation representatives to work to establish a mutually satisfactory policy advancing student safety, and bus driver and monitor dignity and respect.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
Education Austin Representative

11-30-05  
Date

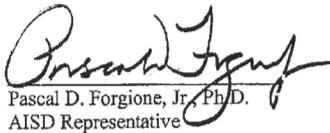
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Date

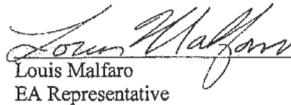
## Classified Training Video

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: CLASSIFIED EMPLOYEE TRAINING VIDEO

The Austin Independent School District and Education Austin agree that AISD will provide a required videotape orientation for all current and future AISD Classified Employees in English and Spanish on the Classified Employee Evaluation System, Classified Employee Discipline Process and the Fair Labor Standards Act (FLSA).

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

12-14-05  
Date

12/14/05  
Date

## Parent Support Specialists

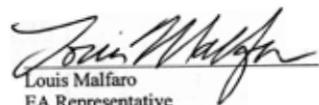
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: PARENT SUPPORT SPECIALISTS FOR 2006-2007

Pending approval from the Board of Trustees, the identified parties hereby agree that beginning with the 2006-2007 school year the district will add 8 additional Parent Support Specialist positions.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8-1-06

Date

8-1-06

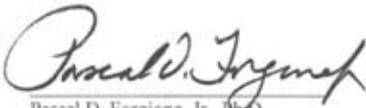
Date

## Classified Employee of the Year

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: CLASSIFIED EMPLOYEE OF THE YEAR

The Austin Independent School District and Education Austin agree to the establishment of the Austin ISD "Classified Employee of the Year" award to be presented at the annual Austin Partners in Education "Salute" event.



Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

8-1-06

Date



Louis Malfaro  
EA Representative

8-1-06

Date

# TRS Back Pay Supplement for New Classified Employees

## Austin Independent School District

Michael Houser, Assistant Superintendent  
Human Resources Development and Information Systems



DATE: May 7, 2007  
TO: Board of Trustees  
THROUGH: Pascal D. Forgone, Jr., Ph.D. *P.D. Forgone*  
FROM: Michael Houser *MH*  
SUBJECT: TRS Supplement for New Classified Employees

At the conclusion of the 2006 Legislative Session, a new law went into effect that moved the state-paid health insurance stipend of \$500 per year for classified employees to an hourly wage rate increase. Districts were instructed to increase classified hourly wage rates by \$0.338 per hour to ensure the continuation of the state-paid health insurance contribution.

At the onset of this new law, it appeared that only the current classified workforce employed on or before July 31, 2007 were impacted. However, it has now been determined that all subsequent employees hired after August 1, 2007 are to also be recipients of the \$0.338 hourly wage rate increase. The district has identified approximately 400 employees now eligible for retroactive payment. The cost of the retroactive payments is approximately \$150,000 with an annual cost of approximately \$200,000 per year. Please be reminded that all such expenditures are state reimbursed and will not require any local funding.

We have worked closely with Education Austin to address this salary adjustment and will now begin working with impacted employees this month.

Thank you for your continued support.

c: Larry Throm

## Section IV: Miscellaneous

### Memo on Time



Austin Independent School District  
Office of the Superintendent



**MEMORANDUM**

December 4, 2000

**TO:** Employees of AISD

**FROM:** Pascal D. Forgione, Jr., Ph.D.

Education Austin: Bruce Banner, Louis Malfaro, Brenda Urps

**SUBJECT:** Conditions of Employment Related to Time

The following information is provided to assist staff and supervisors.

**Teacher Duty Day**

The duty day for elementary teachers begins fifteen (15) minutes prior to the student day and ends forty-five (45) minutes after students are dismissed. The duty day for secondary teachers begins twenty (20) minutes before the student day and ends thirty (30) minutes after students are dismissed.

**Teacher Planning and Preparation Time**

Each classroom teacher is entitled to at least four hundred and fifty (450) minutes within each two-week period for instructional preparation, including parent-teacher conferences, evaluating students' work, and planning. Each planning and preparation period under this section shall not be less than forty-five (45) minutes. Planning and preparation periods shall be within the instructional day. During a planning and preparation period, a classroom teacher may not be required to participate in any other activity. Teachers who have more than one planning and preparation period may be required to participate in other activities provided that the minimum standard of planning and preparation time is not violated.

**Meetings**

Discretion should be used, to every extent possible, to limit the frequency and duration of meetings held outside the duty day. The parties should take the initiative to work with each other on reducing meetings using memos, e-mail or other information distribution methods.

**Meetings During Parent/Teacher Conference Week At Elementary Schools**

Elementary principals will be asked to observe a meeting moratorium during the week each semester in which a parent-conference day is scheduled on the official district calendar. Only meetings of a critical or emergency nature should be held during this time. This moratorium will be noted on the internal district calendar of events.

**PTA Meetings**

All employees have a beneficial role to play in PTA and we applaud the many employees who are active. Participation in PTA activities, however, is voluntary.

**Classified Employee Overtime**

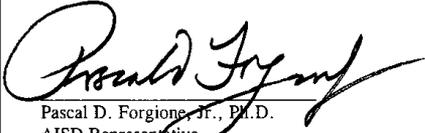
Employees may be required to work overtime. Overtime, to every extent possible, should be limited. The employee must have prior approval from the supervisor before working any additional hours. An employee cannot volunteer to perform, without compensation, the same services that the school district hired him/her to perform. Compensation must be paid at time and one-half (1.5) for all hours worked beyond forty (40) hours within the same workweek (Monday through Sunday). In lieu of payment, an employee may elect, with the concurrence of the supervisor, to receive compensatory time.

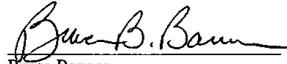
## Developmental Leave (AISD Board Policy DEC Local)

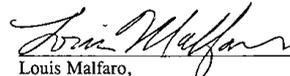
CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

SUBJECT: DEVELOPMENT LEAVE (BOARD POLICY D, DEC LOCAL)

The identified parties hereby agree to request action from the Board of Trustees supporting changes to Board Policy D, DEC Local. Such request shall include changing the eligibility of the Development Leave from "regular contract employee" to the "three officers," the size of an organization from "100 District employees" to "500 District employees," and the duration of the leave from "two years" to "two, two year terms." If adopted by the Board of Trustees, such agreement shall be implemented effective July 1, 2001.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

11-29-00  
Date

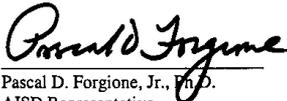
11/29/00  
Date

# Consultation Survey

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: EDUCATION AUSTIN'S ANNUAL CONSULTATION SURVEY**

The identified parties hereby agree that AISD, upon receiving a copy of Education Austin's annual consultation survey and providing feedback, will collaborate with Education Austin in the distribution of the survey. A joint memo from AISD and Education Austin shall be sent to all campus principals/work site supervisors and all Education Austin campus/work site representatives that will reflect the two parties' individual posture on the survey. The joint memo shall also request that Education Austin campus/work site representatives distribute the survey to all eligible employees. Principals will be encouraged to provide a few minutes at a faculty/staff meeting for Education Austin campus/work site representatives to distribute the survey and discuss the instructions for completing and returning the survey. Access to the individual survey results and the analysis of the results will be made available to AISD upon request.

  
Pascal D. Forgiome, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

2-27-02  
Date

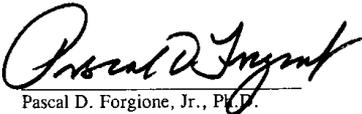
2-27-02  
Date

## District Committees

CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN

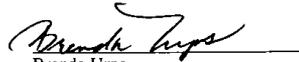
SUBJECT: DISTRICT COMMITTEES

The identified parties hereby agree that Education Austin shall be provided the opportunity to serve on the AISD Budget Review Committee and AISD Calendar Committee.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Bruce Banner,  
EA Representative

  
Louis Malfaro,  
EA Representative

  
Brenda Urps,  
EA Representative

11-29-00  
Date

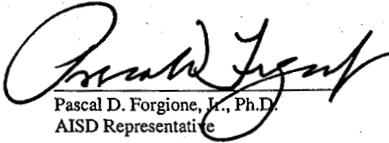
11/29/00  
Date

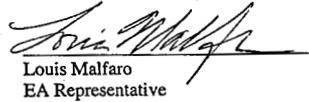
## Presentations at Employee Orientations

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

**SUBJECT: PRESENTATIONS AT EMPLOYEE ORIENTATIONS**

The identified parties hereby agree to permit an elected representative(s) from Education Austin to address employees at Certified and Classified Employee Orientations. Time allotted and format shall be determined by the Austin Independent School District.

  
Pascal D. Forgione, Jr., Ph.D.  
AISD Representative

  
Louis Malfaro  
EA Representative

5-28-03  
Date

5/28/03  
Date

## 2006-2008 AISD/Education Austin Two Year Consultation Agreement

**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND  
EDUCATION AUSTIN**

SUBJECT: CONSULTATION FOR 2007-2008

Pending approval from the Board of Trustees, the identified parties hereby agree that consultation issues for 2007-2008 will not include any and all discussions requiring additional district expenditures except by mutual agreement.



Pascal D. Forgione, Jr. Ph.D.  
AISD Representative



Louis Malfaro  
EA Representative

8-1-06  
Date

8-1-06  
Date

# Joint Insurance Committee

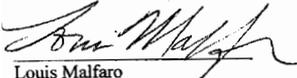
**CONSULTATION AGREEMENT  
BETWEEN THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT,  
THE AUSTIN ASSOCIATION OF PUBLIC SCHOOL ADMINISTRATORS  
AND  
EDUCATION AUSTIN**

SUBJECT: JOINT INSURANCE COMMITTEE

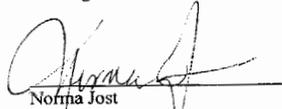
Education Austin, the Austin Association of Public School Administrators (AAPSA) and the Austin Independent School District agree that the Joint Insurance Committee (JIC) will be an ad hoc study committee, as described in AISD Policy DGB (Local). The charge of the committee shall be to research and make recommendations to the District's recognized consultation teams (Education Austin and AAPSA) regarding employee health insurance and related health care matters. As an ad hoc study committee, the JIC shall function in an advisory capacity and will not be a decision making body.

The JIC will be comprised of six (6) Education Austin representatives, two (2) AAPSA representatives and (6) representatives of the AISD Administration. Education Austin, AAPSA and the AISD Administration agree that one (1) representative of the Austin Classroom Teachers Association and one (1) representative of the Austin Association of Texas Professional Employees may serve in an ex-officio capacity to attend meetings as observers only. Additional ex-officio members may be added by mutual consent by Education Austin, AAPSA and AISD. Education Austin, AAPSA and AISD may bring resource experts to assist during JIC meetings upon mutual consent.

Education Austin, AAPSA and the AISD Administration will jointly prepare agendas for the JIC meetings. Minutes will be posted after each meeting of the JIC in a manner consistent with AISD Policy DGB (Local).

  
\_\_\_\_\_  
Louis Malfaro  
Education Austin Representative

12/08/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Norma Jost  
AAPSA Representative

12/8/06  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pascal D. Forgione, Jr., Ph.D.

12/11/06  
\_\_\_\_\_  
Date

## AISD Policies/State Law

### AISD School Board Policies and Related State Laws

In addition to the consultation agreements reached between AISD and Education Austin, school board policies and state laws round out the framework that defines the rights, responsibilities, and benefits of school employees. AISD employees can easily access district policies and related school law through the AISD web site.

To locate specific policies, go to the AISD home page ([www.austinisd.org](http://www.austinisd.org)) and click on **Policy**. Select the link that says **TASB's AISD Policy Online**. Enter the word or phrase of the policy in which you are interested (e.g. LEAVE). AISD policies are grouped into Sections A-G. Section D contains the **Personnel** policies which are typically of most interest to employees. The following is a partial list of policies that you can access through the Policy Online function.

DAA	Equal Employment Opportunity
DAB	Objective Criteria for Personnel Decisions
DBA	Credentials and Records
DBD	Conflict of Interest
DC	Employment Practices
DCA	Probationary Contracts
DCB	Educator Term Contracts
DCD	At Will Employment
DGBA	Personnel-Management Relations (Grievance Policy)
DEA	Salaries and Wages
DEB	Fringe Benefits
DED	Vacations and Holidays
DL	Work Load
DNA	Performance Appraisal: Evaluation of Teachers
DGA	Freedom of Association
DH	Employee Standards of Conduct
DEC	Leaves and Absences
DF	Termination of Contract
DFBB	Nonrenewal
DG	Employee Rights and Privileges

# Education Austin



**Affiliated with:**  
**Texas State Teachers Association**  
**Texas AFT**  
**National Education Association**  
**American Federation of Teachers**  
**AFL-CIO**

**316 West 12<sup>th</sup> Street**  
**Austin, TX 78701**  
**512/472-1124**

**[www.educationaustin.org](http://www.educationaustin.org)**