

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

**SUBJECT:** Substitute Pay for Teachers and Teacher Assistants

Pending approval from the Board of Trustees, the identified parties agree to the following:

**Proposal:**

In the event that a campus is unable to secure a substitute when a classroom teacher is absent, this agreement provides for the campus to rely on another classroom teacher or teacher assistant to teach the class. Such coverage will be used only in emergency situations. Using teachers, or teacher assistants, should not be a permanent solution nor should teachers or teacher assistants serve as a substitute pool.

**This proposal:**

- Ensures continuity of teaching and learning for students during a teacher's absence
- Honors employees for supporting students during classroom teacher absences
- Responds to increased difficulty in securing substitutes in Austin ISD
- Ensures student access to a certified teacher or teacher assistant in a teacher's absence

**Compensation:**

The District will pay classroom teachers and teacher assistants as follows:

- \$15 per period, not to exceed 6 periods per day at the secondary level
- \$90 per day at the elementary level. It has been recommended that this amount not be divided by more than three.
- Any pay from substituting during extra planning and preparation time will not be considered a part of the employee's total compensation and substitute payment is not an entitlement as part of the Professional Employee's salary and will not carry from school year to school year.
- Teacher assistants may not accept substitute teaching assignments that would cause the employee to accrue overtime.

**Implementation Date:**

This proposed compensation may be implemented as early as March 2020.

**Conference Period:**

Teachers may not substitute during their State-mandated planning period (TEC 21.404).

**Professional Learning Community (PLC) Period:**

Secondary teachers may volunteer to cover a class during a PLC period and will receive compensation per this agreement.

Selection for Assignment:

A teacher or teacher assistant's selection to substitute under this agreement is at the discretion of the campus principal considering the needs of the class involved, the regular duties of the teacher/teaching assistant; the performance of the teacher/teaching assistance and the needs of the campus generally. Nothing in this agreement guarantees any employee will be selected to substitute a class.

Method of Payment:

A compensation pay code will be established to pay the teacher or teacher assistant. A teacher or teacher assistant will be required to accept a substitute assignment in Absence Management as a verification method of assignment and to ensure accurate payment. Campus timekeepers, campus absence coordinators, teachers and teacher assistants will be responsible for tracking time worked at the campus level.

State Mandated Class Size Maximums:

State mandated class size maximum of 22:1 in Kinder through 4<sup>th</sup> Grades may not be exceeded by 30 days, absent approval from Human Capital and a request for a class-size exception from TEA. Careful consideration should be given to the impact on the receiving classroom teacher(s) and the instruction of all students. Priority should be placed on securing a substitute and/or filling a vacancy.

Special Education Aides:


The district is obligated to adhere to the number of minutes committed in a student's Individual Education Plan; therefore, teacher assistants that are assigned to special education are not permitted to serve as substitute teachers during teacher absences. The only exception is when a Special Education Teacher Assistant has already been assigned to support a teacher through an inclusion model.

Exclusions:

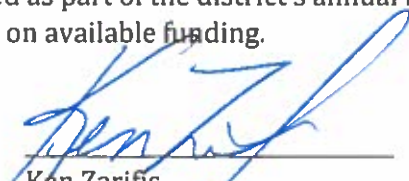
This agreement does not include or address use of or compensation for other support staff, special area teachers (at elementary level), administrators or other personnel.

At the secondary level, a teacher should be provided an opportunity to relinquish their PLC period to assume the responsibility of covering a class in a teacher's absence and should not be penalized or retaliated against for not doing so.

This consultation agreement will be reviewed as part of the district's annual budgeting process and is therefore subject to discontinuance based on available funding.

  
\_\_\_\_\_  
Paul Cruz, Ph.D.  
AISD Superintendent

March 3, 2020  
Date

  
\_\_\_\_\_  
Ken Zarifis  
Education Austin Representative

2/25/2020  
Date