

FORTY-THIRD
ANNUAL REPORT
OF THE
**INDIANA EDUCATION
EMPLOYMENT RELATIONS BOARD**
FOR THE FISCAL YEAR
ENDED JUNE 30
2020



EDUCATION EMPLOYMENT RELATIONS BOARD

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Sarah W. Cudahy, Esq., Executive Director, General Counsel, and PIO²
Carrie Ingram, Esq., Director of Dispute Resolution
Jacob May, Esq., General Counsel and Director of Compliance
Ryan Preston, Chief Financial Officer
Cheri Spicer RP®, Case Administrator

¹ Stacey Hughes became Executive Director January 2020.

² Sarah Cudahy resigned in November 2019.

LETTER OF TRANSMITTAL

Education Employment Relations Board
Indianapolis, IN
August 12, 2020

I submit the Forty-Third Annual Report of the Education Employment
Relations Board for the fiscal year ended June 30, 2020.

Respectfully submitted,
Stacey Hughes, Ph.D., Executive Director

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Introduction

The Forty-Third Annual Report of the Indiana Education Employment Relations Board (IEERB) covers the fiscal period from July 1, 2019 through June 30, 2020. The purpose of this Report is to identify relevant annual legal developments, outline the status of collective bargaining, impasse, and compliance statewide, illustrate the cost of mediation and factfinding to the parties and IEERB, list unfair labor practice and representation cases before IEERB, and identify data collected through the research division.

As an overview during this time frame, IEERB:

- Issued 187 compliance reports for 1 year CBAs,
- Amended 34 bargaining units,
- Determined 3 unfair labor practice cases,
- Declared 14 school employers at impasse, and
- Sent letters to all bargaining unit members in 77 school corporations where less than a majority of bargaining unit members belong to the exclusive representative organization.

Agency Mission and Structure

The agency's mission is to promote harmonious and cooperative relationships between public school teachers and the school corporations they serve. To accomplish this task, IEERB has developed rules and guidance to lead school employees and employers through collective bargaining, unfair labor practices, compliance, and representation cases. IEERB rules and guidance are available on IEERB's website at www.in.gov/ieerb.

The Board is made of five members, three appointed by the governor, one appointed by the speaker of the house of representatives, and one appointed by the president pro tempore of the senate. Each board member is appointed for a term of four years. Annually, the board members nominate and elect a chair.

The IEERB staff is organized to align with the work of the agency. The primary responsibilities of the agency are to oversee the collective bargaining and impasse procedures, review collective bargaining agreements, determine unfair labor practice cases, determine local representation, and collect data. Staff consists of an executive director, who also performs the research director duties, a general counsel, who also performs the director of compliance duties; a director of dispute resolution, who conducts hearings regarding unfair labor practices and manages representation cases; and a case administrator, who provides support to agency staff. In addition, IEERB hires ad hoc panelists who work as mediators, factfinders, administrative law judges, trainers, and hearing examiners.

Board Members and Biographies

Tammy Meyer, Esq., Chair

Tammy J. Meyer practices with the Metzger Rosta law firm. She received her B.S. degree, *summa cum laude*, from Indiana Wesleyan University and her J.D. degree, *summa cum laude*, from Indiana University McKinney Law School. Ms. Meyer has been doing trial work for nearly 30 years. A significant part of her practice is spent in business litigation, drug and medical device litigation, defending premises and products liability claims, insurance coverage litigation, and providing risk management counseling to clients. She has frequently spoken at State, National, and International seminars, has been an instructor for the National Institute of Trial Advocacy, and for Indiana Continuing Legal Education Forum's Trial Advocacy College. She has also served as Chair of the Trial Tactics Committee of the Defense Research Institute, is a member of the Defense Trial Counsel of Indiana, and actively participates in the International Association of Defense Counsel. She is former President of the Indiana University McKinney School of Law - Indianapolis Alumni Board. She is also a Fellow of the Indianapolis Bar Foundation and Indiana Bar Foundation. She has authored and co-authored numerous articles. For several years, she has been named by her peers as one of the top Super Lawyers in Indiana and one of the top 25 Women Lawyers in Indiana. She also serves on the Board of the Humane Society of Indianapolis, Arts for a Purpose, and was appointed by Senator Long to serve on the Indiana Education Employment Relations Board where she currently serves as Chair.

Dennis Brooks, Ed.D.

Dennis Brooks has served Indiana public school children for twenty-five years as an elementary teacher, special education teacher, special education director, public school superintendent, and senior advisor to Indiana State School Superintendent, Dr. Tony Bennett. Dennis earned his B.S. from Wright State University, M.S. and Ed.S. from Indiana State University, and doctorate from Indiana University, Bloomington.

Kim Jeselskis, Esq.

Kim represents clients in litigation before federal and state courts, and before government agencies and tribunals, such as the Equal Employment Opportunity Commission, the Merit Systems Protection Board, the Indiana Civil Rights Commission, the State Employees' Appeals Commission, the Department of Labor, and the Indiana Wage and Hour Division. Prior to founding Jeselskis Brinkerhoff and Joseph, LLC, with her two law partners, Kim was a shareholder at Katz Korin Cunningham. Kim was also the founding member of Jeselskis Law Offices, LLC, and operated her own firm for seven years. Before opening Jeselskis Law Offices, LLC, Kim practiced law at Macey Swanson and Allman. Kim also lived and practiced law in Arizona following graduation from law school until returning to Indiana in 2002. Throughout her legal career, Kim's practice focus has been in employment law. Kim received her B.S. in Psychology, Cum Laude, from Ball State University in 1995, her M.A. in Psychology from Ball State University in 1997, and her Juris Doctor from Valparaiso University School of Law in 2000. She is admitted to practice law in Indiana and Arizona, before the District Courts for the Northern and Southern District of Indiana,

the District Court for the District of Arizona, the Seventh Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the US Supreme Court.

Neil Pickett

Mr. Pickett holds a B.A. (summa cum laude) from Brandeis University, and a Masters of Philosophy in International Politics and Economics from Oxford University. He has also studied at the Sorbonne in Paris. He is Vice President and Deputy Chief of Staff at Indiana University Health. Prior to assuming his current responsibilities, Mr. Pickett served as Executive Director of Strategy, Policy, and Market Analytics for IU Health. In this role, Mr. Pickett was responsible for managing IU Health's system-wide and regional strategic planning processes, and for overseeing the system's strategic operating and capital investments. In addition, he also supervised the IU Health Market Analytics team, which conducts quantitative and qualitative market research studies for the system. From 2012-2016, Mr. Pickett served as chief of staff of the IU Health Accountable Care Organization. Prior to joining IU Health in January 2009, Mr. Pickett served as Senior Policy Director for Indiana Governor Mitchell E. Daniels, Jr. Mr. Pickett led a team that helped develop and implement the Governor's policy and legislative agendas and coordinated activities of the executive branch agencies. He also served as the Governor's representative for Indiana's colleges and universities.

Linda Troop

Linda Troop is a retired public school educator with 40 years of experience teaching English to middle school and high school students. She spent 20 plus years teaching Advanced Placement English Language and Composition and Dual Enrollment English (IVY Tech) to high school seniors. Ms. Troop earned a Bachelor of Science degree in secondary English education from Huntington University and a Master of Arts degree in English from Ball State. In addition to the IEERB board, she presently serves on the board of Education for Conflict Resolution (ECR) and is trained in community conflict mediation.

Legal Developments

Indiana Code 20-28-5-22.1

For the purposes of collective bargaining in IC 20-29, secondary school vocational program instructors are considered a teacher.

Indiana Code 20-28-9-1.5(a)

Teachers teaching a career or technical education course were added to the list of school employees who are eligible to receive non-bargained supplemental payments.

Indiana Code 20-29-2-6

The definition of "deficit financing" was changed to update the transition in statute from the general fund to the education fund. It also added the inclusion of operating referendum tax levy and school safety referendum tax levy revenue, if passed by voters. Finally, the definition now adds the ability for local school boards to pass an annual resolution to count

all or a portion of transfers from the operations fund to the education fund as revenue for the calculation.

Indiana Code 20-29-3-15

The board shall prepare an annual report covering the previous school year or collective bargaining period that includes information about 1.0 Full Time Equivalent teacher, district level administrator, and superintendent salary, wages, and benefits data. The report will include state specific cost of living adjusted dollars comparison data for the states of Kentucky, Ohio, Michigan, Illinois, and Wisconsin. The report is due November 15th.

Indiana Code 20-29-6-1

Before school employer and the exclusive representative can formally bargain, they must now hold a public hearing and take public testimony related to topics of bargaining and discussion.

Indiana Code 20-29-6-19

After the parties have reached a tentative collective bargaining agreement (CBA), the school employer must discuss the tentative CBA at a public meeting. Seventy-two (72) hours before this meeting, the school employer must post: (1) notice of the meeting and (2) the tentative CBA on their website. No earlier than seventy-two (72) hours after the meeting to discuss the tentative CBA, the school employer must hold a public meeting to ratify the tentative CBA. The school employer must allow for public comment at this meeting.

Indiana Code 20-29-7-5

The board may assess a civil penalty in the amount of \$500 to \$5,000 per violation if a complainant alleges and the Board finds that the school employer or school employee organization has engaged in an unfair practice described in Indiana Code 20-29-7-1(a)(1) or Indiana Code 20-29-7-2(1)(A).

Collective Bargaining & Impasse

Indiana Code Article 20-29 establishes the framework for teacher collective bargaining in Indiana, which is supplemented by IEERB's administrative rules, 560 Ind. Admin. Code (IAC) 2.

Collective Bargaining Overview

Bargaining collectively is the mutual obligation of the school employer and the exclusive representative:

- to meet at reasonable times;
- to negotiate in good faith concerning the mandatory subjects of bargaining and discussion; and
- to execute a written contract, known as a collective bargaining agreement (CBA), relating to the settlement of bargaining subjects.

The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other. There are 608 bargaining parties, representing 304 school employers, in the state of Indiana.

Timeline for Bargaining (2019-2020 School Year) and Public Hearings and Meetings

Informal negotiations may be held prior to September 15. However, formal collective bargaining between a school employer and the exclusive representative shall not begin before September 15. Before formal collective bargaining can begin, the school employer and exclusive representative must hold a public hearing and take public testimony on the subjects that may be bargained. When parties need support during the formal negotiation period, they may request Pre-Impasse Mediation through IEERB, and IEERB will appoint a mediator. When the parties have reached a tentative CBA, the school employer must post the tentative CBA on its website and hold a public meeting to discuss the tentative CBA. Notice of this public meeting must be provided 72 hours prior to the public meeting. No earlier than 72 hours after that public meeting, the school employer must hold another public meeting to ratify the tentative CBA. The school employer must take public comment on the tentative CBA before it ratifies the CBA. IEERB shall declare impasse after November 15 if either the parties notify IEERB of impasse, or the parties are, or are supposed to be under the terms of their CBA, in collective bargaining for all or part of a contract and have not submitted a ratified CBA to IEERB. Within 15 days of the Declaration of Impasse, IEERB shall appoint a mediator. Mediation will consist of 1-3 sessions and last up to 30 days. Mediation will end in the submission to IEERB of a ratified contract, or the exchange of Last, Best Offers (“LBOs”). Within 15 days of the end of an unsuccessful mediation, IEERB will appoint a factfinder. The factfinder will have up to 30 days to investigate the parties’ LBOs and select one to be the parties’ CBA. The parties will then have 30 days to appeal the factfinder’s decision to the IEERB Board.

IEERB published the “2019 Practitioner’s Guide to Bargaining & Impasse” (Appendix A) and “2019 Bargaining Reminders” (Appendix B) to assist school employers and exclusive representative personnel through the collective bargaining and impasse processes.

Impasse Determinations and Statistics

To determine which parties are at impasse, IEERB requires the school employer to complete the Bargaining Status Form in Gateway (Appendix C). After the school employer submits the Bargaining Status Form, an email is sent to the exclusive representative president stating it is necessary to login to Gateway and agree or disagree with the submission of the school employer. The purpose of the Bargaining Status Form is to determine the parties’ bargaining status.

During Fiscal Year 2020:

- 5 requests for Pre Impasse mediation;
- 14 school employers were declared at impasse;
- 5 were assigned a mediator;

- 2 were settled prior to mediation;
- There were no factfinding cases.

The following table lists the parties at impasse (by school employer name) and the ultimate disposition of impasse.

School Employer	Disposition
Delphi Community School Corporation	Settled Before Mediator Appointment
South Bend Community School Corporation	Settled Before Mediator Appointment
South Central Community School Corporation	Settled Before Mediator Appointment
Clinton Prairie School Corporation	Settled Before Mediator Appointment
Goshen Community School Corporation	Settled Before Mediator Appointment
Michigan City Schools	Settled Before Mediator Appointment
North Central Parke Community School Corporation	Settled Before Mediator Appointment
Richland-Bean Blossom Community School Corporation	Settled Before Mediator Appointment
Rising Sun-Ohio County Community School Corporation	Settled Before Mediator Appointment
MSD of Shakamak	Settled Prior to Mediation
Vigo County School Corporation	Settled Prior to Mediation
Porter County Education Services	Settled During Mediation
Greater Clark County School Corporation	Settled During Mediation
Tri-County School Corporation	Settled During Mediation

Cost of Impasse to Parties and IEERB

When impasse occurs, IEERB assigns a mediator and factfinder. Parties equally share the costs associated with mediation and factfinding. IEERB pays travel and mileage for mediators and factfinders—as well as the cost of any financial consultant appointed to assist a factfinder. The Lowest Cost, Highest Cost, and Average Cost in the table below represent the total cost of mediation and factfinding for the parties and IEERB (including the cost of the financial consultant where applicable).

IMPASSE COSTS		PARTIES			IEERB		
	#CASES	HIGH	LOW	AVERAGE	HIGH	LOW	AVERAGE
AT IMPASSE	14						

PRE-IMPASSE MEDIATION	1	N/A	N/A	N/A	\$1,867.92	N/A	\$1,867.92
MEDIATION	3	\$1,173.34	\$586.68	\$888.91	\$652.74	\$121.83	\$388.16
FACTFINDING	0	N/A	N/A	N/A	N/A	N/A	N/A
FINANCIAL CONSULTANT	0	N/A	N/A	N/A	N/A	N/A	N/A

Unfair Labor Practices (Status for 2019-2020 School Year)

Three Unfair Labor Practice cases were decided by IEERB in Fiscal Year 2020. The Final Order of the Board in these cases is stored in IEERBSearch. To access IEERBSearch go to <https://ieerbsearch.ieerb.in.gov/login.aspx>. The table below represents the three cases that were decided in Fiscal Year 2020 and lists the corporation name, case number, name of the hearing examiner, and the case disposition.

School Employer	Unfair Case Number	Hearing Examiner	Disposition
West Noble Community School Corporation	U-19-02-6065	Ingram	Dismissed at Request of the Complainant(s)
Crawford County Community Schools	U-19-03-1300	Ingram	Dismissed at Request of the Complainant(s)
Bartholomew County Community Schools	U-19-04-0365	Ingram	Dismissed at Request of the Complainant(s)

Representation Cases

Thirty-four orders affirming amendments to bargaining units were issued by IEERB during Fiscal Year 2020. Representation cases and the orders affirming the bargaining units are stored in IEERBSearch. To access IEERBSearch go to: <https://ieerbsearch.ieerb.in.gov/login.aspx>.

Representation Petition Cases

School Employer	Case Number	Hearing Examiner	Disposition
Valparaiso Community Schools	R-19-10-6560	N/A	Amendment Granted
Tippecanoe School Corporation	R-19-11-7865	N/A	Amendment Granted

Twin Lakes School Corporation	R-19-12-8565	N/A	Amendment Granted
Brownsburg Community School Corporation	R-19-13-3305	N/A	Amendment Granted
Western Boone County Community School District	R-19-14-0615	N/A	Amendment Granted
Avon Community School Corporation	R-19-15-3315	N/A	Amendment Granted
Smith-Green Community Schools	R-19-16-8625	N/A	Amendment Granted
Paoli Community School Corporation	R-19-17-6155	N/A	Amendment Granted
Grater Jasper Consolidated Schools	R-19-18-2120	N/A	Amendment Granted
North west Hendricks School Corporation	R-19-19-3295	N/A	Amendment Granted
Concord Community School Corporation	R-19-20-2270	N/A	Amendment Granted
Franklin Township Community School Corporation	R-19-21-2270	N/A	Amendment Granted
Culver Community Schools Corporation	R-19-22-5455	N/A	Amendment Granted
South Bend Community School Corporation	R-19-23-7205	N/A	Amendment Granted
North Putnam Community Schools	R-19-24-6715	N/A	Amendment Granted
Center Grove Community School Corporation	R-19-25-4205	N/A	Amendment Granted
Monroe Central School Corporation	R-19-26-6820	N/A	Amendment Granted
Rossville Consolidated School District	R-19-27-1180	N/A	Amendment Granted
Elwood Community School Corporation	R-19-28-5280	N/A	Amendment Granted
Northwest Allen County Schools	R-19-29-0225	N/A	Amendment Granted
Western School Corporation	R-19-30-3490	N/A	Amendment Granted

Perry Central Community School Corporation	R-19-31-6325	N/A	Amendment Granted
Decatur County Community Schools	R-19-32-1655	N/A	Amendment Granted
Southwest Dubois County School Corporation	R-19-33-2110	N/A	Amendment Granted
Hamilton Southeastern Schools	R-19-34-3005	N/A	Amendment Granted
Madison Consolidated Schools	R-19-35-3995	N/A	Amendment Granted
Scott County School District 2	R-19-37-7255	N/A	Amendment Granted
MSD Warren Township	R-19-38-5360	N/A	Amendment Granted
Oak Hill United School Corporation	R-19-39-5625	N/A	Amendment Granted
New Albany Floyd County Consolidated School Corporation	R-19-40-2400	N/A	Amendment Granted
Southwest School Corporation	R-19-41-7715	N/A	Amendment Granted
Community Schools of Frankfort	R-19-42-1170	N/A	Amendment Granted
North Central Parke Community School Corporation	R-20-01-6375	N/A	Amendment Granted
Jay School Corporation	R-20-02-3945	N/A	Amendment Granted

Representation Decertification Case

There were no decertification cases in FY20.

Compliance

Indiana Code Section 20-29-6-6.1 requires IEERB to review each submitted collective bargaining agreement and make a written recommendation concerning the collective bargaining agreement's compliance. The Compliance Reports must be completed before May 31st of the year in which the contract expires. To assist bargaining parties with submitting a compliant contract, IEERB created and published the 2019 CBA Compliance Rubric (Appendix D) and five model compensation plans (Appendix E). During FY20, IEERB timely

issued 187 Compliance Reports representing the 2019-2020 CBAs. Since there were no 2 - year agreements expiring in FY20, no compliance reports for those agreements were issued.

Of the 187, 2019-2020 Compliance Reports:

- 89 contracts were compliant;
- 96 contracts were non-compliant with a cease and desist penalty; and
- 2 contracts were non-compliant with cease and desist and prior approval penalties.

Research

The IEERB research division is responsible for collecting, reporting, and analyzing statistical data on agreements reached between public school teachers and the local education agencies they serve. To facilitate the data collection process, IEERB manages the following applications in Gateway 1) Exclusive Representative Organization Verification Membership, 2) Contract Upload, 3) Collective Bargaining Report, and 4) Bargaining Status Form.

Gateway is a data collection platform for local units of government to submit required data to the State of Indiana, as well as a public access tool for citizens. It collects and provides access to information about how taxes and other public dollars are budgeted and spent by Indiana's local units of government. Other State of Indiana agencies that utilize Gateway are the Department of Local Government Finance, the State Board of Accounts, and the Indiana Gaming Commission.

School employers are responsible for uploading accurate and complete records to Gateway. IEERB does not ensure accuracy, nor does it verify, that data submitted are correct. Before submitting forms, documents, and reports in Gateway, corporations verify accuracy by checking an attestation button.

Exclusive Representative Organization Membership Verification

Indiana Code §20-29-5 requires IEERB to send letters to bargaining unit members in corporations where less than a majority of school employees are members of the exclusive representative/union. The exclusive representative submits an affidavit (Appendix F) to the school employer on or before September 15th. The school employer is required to upload the affidavit, enter the information on the affidavit, enter corporation claimed number of bargaining unit members, and enter the name and email address of the exclusive representative president. The affidavits can be viewed at https://gateway.ifionline.org/report_builder/Default3a.aspx?rpptype=collBargain&rpt=ero_uploads_public&rptName=ERO%20Upload%20Report .

Gateway calculates the percentage of bargaining unit members claimed by the exclusive representative and the school employer. If 50% or less of the bargaining unit members are members of the exclusive representative, IEERB sends a letter to all bargaining unit members explaining their right to representation in collective bargaining

and the ability to change the exclusive representative (Appendix G). For FY2020, there were 77 out of 304 school corporations with less than a majority membership.

	2017	2018	2019
Number of units with 50% or less union membership	84	83	77
Percent of teachers who belong to the union	63.30	63.70	61.85

Contract Upload

IEERB collects signed and ratified contracts from all school employers that bargain. School employers login to Gateway and upload a signed PDF of the contract. Exclusive representative organizations may also email a copy of the contract to RatifiedContracts@ieerb.in.gov. Once all contracts have been collected, they are uploaded to IEERBSearch.

For the 2019-2020 school year, 304 school employers uploaded their Collective Bargaining Agreements to Gateway. To view the 2019-2020 Collective Bargaining Agreements go to:

https://gateway.ifionline.org/report_builder/Default3a.aspx?rpttype=collBargain&rpt=contract_uploads&rptName=Collective%20Bargaining%20Contract%20Uploads.

Bargaining Status Form

IEERB uses the Bargaining Status Form (Appendix C) as a tool to learn about the details of each school corporation's bargaining process. The school employer completes the Form first and then the exclusive representative president reviews the corporation's Form, adds comments, if necessary, and submits the Form.

Collective Bargaining Report

The Collective Bargaining Report (CBR) is a survey that requires school corporations to report salary, wages, and salary and wage related benefits for 1.0 full time equivalent teachers in the corporation bargaining unit. Gateway publishes individual corporation reports and a statewide report. To review a sample CBR report output see Appendix H.

School employers must complete the 2020 Collective Bargaining Report (based on 2019-2020 school year salary, wage, and salary and wage related benefits) by April 15, 2020.

To view individual, corporation Collective Bargaining Reports go to:

https://gateway.ifionline.org/report_builder/Default3a.aspx?rpttype=collBargain&rpt=ieerb_units_public&rptName=IEERB%20Collective%20Bargaining.

IEERB uses the CBR statewide report and provides additional context to the data and publishes a Teacher Compensation Report. To review the 2019-2020 Teacher Compensation Report see Appendix I.

20-29-3-15 Annual Report

IEERB is now required to collect and report salary, wages, and benefits data for school employees who are not in the bargaining unit, i.e. district level administrators and superintendents. Additionally, IEERB is required to complete a state-specific cost of living index-adjusted dollars comparison of salary, wages, and benefits for both teachers and administrators. Because of the overlap in passage of the law and the ability to add all the new data collection questions to the collective bargaining report, not all data were collected.

IEERB requested the state-specific teacher salary data from the surrounding states as required in IC 20-29-3-15. The following states specifically stated they do not have the data requested: Michigan, Kentucky, and Illinois. Ohio and Wisconsin provided massive spreadsheets of all school employees salary, wages, benefits, and other demographic data. The data in the spreadsheet had to be narrowed to 1.0 full time equivalent public school teachers. An explanation of the decisions that were made to select the data for the calculation are in the report.

The IC 20-29-3-15 annual reports also requires IEERB to report data that is collected and maintained by other government agencies i.e. Indiana Department of Education and Commission for Higher Education.

The Indiana Business Research Center provided the cost of living index-adjusted dollars to compare Indiana teacher salaries to the surrounding states.

The IC 20-29-3-15 Annual Report is found in Appendix J.

Conclusion

The Forty-Third Annual Report summarizes the duties and responsibilities fulfilled by IEERB during Fiscal Year 2020 in support of IEERB's mission to promote harmonious and cooperative relationships between public school teachers and the corporations they serve.



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Practitioner's Guide to Bargaining and Impasse

The Indiana Education Employment Relations Board is a neutral agency that oversees labor relations between public school teachers and the schools they serve.

This Practitioner's Guide is designed to assist school employers and exclusive representatives in understanding and successfully navigating collective bargaining and impasse. It is intended solely as guidance. It does not constitute legal advice and may not reflect agency or court decisions subsequent to the Guide's publication.

This Guide supersedes prior IEERB guidance on collective bargaining and impasse. IEERB may, from time to time, issue updates to this guidance. Please check IEERB's website (www.in.gov/IEERB) for applicable laws, rules, the current bargaining timelines, last best offer requirements, and additional guidance. You may also register for free IEERB updates through the *IEERB Bulletin*.

IEERB encourages all practitioners to become familiar with collective bargaining laws and rules and to be prepared for discussion, bargaining, mediation, and factfinding.

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OVERVIEW OF BARGAINING AND IMPASSE

Collective bargaining is the performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to negotiate in good faith concerning the mandatory subjects of bargaining and to execute a written contract, known as a collective bargaining agreement (“CBA”), relating to the settlement of bargained subjects. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other. Informal negotiations may be held prior to September 15. However, formal collective bargaining between a school employer and the exclusive representative cannot begin before September 15 and may not occur prior to a public hearing in which the parties take public testimony.¹

The parties must also engage in discussion. The statute lists the topics that must be discussed prior to implementing a change. Unlike with bargaining, the obligation to discuss does not require either party to enter into a contract, agree to a proposal, or make a concession related to the mandatory items of discussion.

Parties may formally bargain starting September 15.² Once the parties have reached a tentative agreement, the school employer must hold a meeting to discuss the tentative agreement. Both sides must ratify the CBA. The school employer must take public comment during its ratification meeting. If parties have not submitted a ratified contract to IEERB within 60 days of the beginning of formal bargaining (November 15), IEERB will declare impasse.³

Within 14 days of the declaration of impasse, the school employer must provide to the board and the exclusive representative a Bargaining Revenue and Expense Disclosure form, which includes the financial information upon which the school employer will rely in support the school employer's Last Best Offer (“LBO”). Within 15 days of the Declaration of Impasse, IEERB will appoint a mediator. Mediation will consist of up to three sessions and last up to 30 days.

If mediation is successful, the parties will submit their ratified contract to IEERB. If mediation is not successful, parties will exchange LBOs at the end of mediation. Within 15 days of the end of mediation, IEERB will appoint a factfinder. The factfinder has up to 30 days to investigate the parties' LBOs and determine which LBO will be the parties' CBA. The parties have 30 days from the date of the factfinder's decision to appeal the decision to the IEERB Board.

¹ Specifically, Indiana Code § 20-29-6-12 provides that parties shall not formally bargain: (1) before September 15 in the first year of the state budget biennium, or (2) before September 15 in the second year of the state budget biennium if the parties agreed to a one-year contract during the first year of the state budget biennium or the contract provides for renegotiating certain financial items during the second year of a two-year contract.

² See IEERB's website for the current bargaining timeline.

³ IEERB will also declare impasse if notified by the parties that they are at impasse.

COLLECTIVE BARGAINING

Bargaining Process

Indiana Code Article 20-29 establishes the framework for teacher collective bargaining. The statutory requirements are supplemented by IEERB's administrative rules in 560 IAC 2.

The mandatory subjects of bargaining listed in Indiana Code § 20-29-6-4 are salary, wages, and salary and wage related fringe benefits. Salary includes the amounts of pay increases available to employees under the compensation plan adopted under Indiana Code § 20-28-9-1.5. Salary does not include the teacher evaluation procedures and criteria, any components of the teacher evaluation plan, rubric, or tool, or any teacher appreciation grant or addition to base salary based on a teacher appreciation grant to an individual teacher under Indiana Code § 20-43-10-3.5. Parties may bargain wages for duties outside of normal teaching duties that are performed during or outside of the regular teacher work day.

Parties may bargain only the compensation for these duties. They cannot bargain which activities constitute an ancillary duty or any conditions under which a teacher may be assigned an ancillary duty. Nor can they bargain the number or type of extracurricular or co-curricular activities. Salary and wage related fringe benefits include accident, sickness, health, dental, vision, life, disability, retirement benefits, paid time off (as permitted to be bargained under Indiana Code § 20-28-9-11), unpaid leave, wellness plans, Section 125 plans, travel allowance, severance pay, and expanded criminal history background checks.

Parties may bargain and include the following items or provisions in their CBA:

- a grievance procedure;
- definitions applicable to the CBA;
- contract interpretation provisions, such as a savings clause; and
- other provisions not otherwise precluded.

There are a number of subjects that parties are specifically precluded from bargaining. Indiana Code §§ 20-29-6-4.5 and 20-29-6-4.7 provide that the following are impermissible subjects of bargaining:

- school calendar;
- teacher dismissal procedures and criteria;
- restructuring options;
- the school's ability to work with educational entities regarding postsecondary or dual credits;
- teacher evaluation procedures and criteria;
- any subject not required to be bargained; and
- a matter that another statute specifies is not subject to collective bargaining, including supplemental payments for a content area master's degree, or for an elementary teacher, a master's degree earned in math, readings, or literacy, teaching a CTE, advanced placement, Cambridge International, science, technology, engineering, or mathematics course, or serving as a special education professional, pursuant to Indiana Code § 20-28-

9-1.5(a), and any teacher appreciation grant stipend or addition to base salary based on a teacher appreciation grant stipend under Indiana Code § 20-43-10-3.5.

In addition, parties cannot bargain any provisions that conflict with any right or benefit established by federal or state law or with school employee or school employer rights set forth in Indiana Code §§ 20-29-4-1 and 20-29-4-2. It is also unlawful for a school employer to enter into any agreement that would place the employer in a position of deficit financing.

Beyond simply bargaining, the parties must reduce any agreement to writing. CBAs must include agreed-upon mandatory subjects of bargaining and any permissible items that have been bargained and agreed to. The written CBA must also include:

- the names of the school employer and exclusive representative,
- a description of the bargaining unit (as described in most recent IEERB order),
- the beginning and ending dates of the CBA, and
- the date the CBA was ratified along with the signature of at least one agent of each of the parties.

Any side agreements or memoranda of understanding (MOUs) regarding the mandatory subjects of bargaining or any of the other terms included in the ratified CBA must be attached to, and are considered part of, the CBA. Barring an unanticipated event, newly discovered information, or a nonrule policy document addressing an unanticipated event, an MOU ratified by the parties outside the bargaining timelines is noncompliant (560 IAC 2-8-4(c)).

The parties may informally bargain prior to September 15. Parties who are informally bargaining may not ratify a contract.

Formal bargaining begins September 15. Prior to bargaining in private during formal bargaining, the parties must co-host a public hearing.

- One representative from both the school employer and the exclusive representative must host the public hearing. The governing body of the school employer is not required to host the public hearing.
- At the public hearing, the parties should begin the meeting with an opening statement explaining the purpose and procedure of the meeting.
- The parties must then take public testimony to discuss matters relating to teacher compensation and collective bargaining in the school. The school employer and/or the exclusive representative do not need to comment or answer questions. The public testimony can be written or oral.
- The parties should arrange to preserve the testimony to provide to the school employer.
- Written notice must be provided to the public. IEERB recommends at least the notice required by the Open Door Law be provided.
- Parties that do not open a two-year contract for bargaining in the second year of the budget biennium do not need to hold a public hearing in the second year of the contract.

After the parties have reached a tentative agreement, the school employer must hold a public meeting to discuss the tentative agreement (hereinafter "TA meeting"). At the TA meeting, the

governing body of the school employer must discuss the terms of the TA. 72 (calendar) hours' notice and the TA must be posted on the school employer's website. The school employer must also provide notice consistent with the Open Door Law.

The school employer's ratification meeting of a teacher CBA must be held at least 72 (calendar) hours after the TA meeting and must include public comment. The governing body of the school employer must take public comment about the tentative CBA before ratification.

For more information on the bargaining process, see [Guide to S.E.A. 390: Public Hearing and Public Meetings](#).

IEERB encourages the parties to carefully review a tentative agreement in its entirety prior to ratification and submission to ensure compliance. Parties are encouraged to use the Guide to CBA Compliance, the Compliance Rubric, the Guide to Salary Increase Differentials, the Compliance Checklist, and their most recent *Compliance Report* when reviewing their tentative agreement and drafting their CBA. For legal advice, contact your attorney.

Once the parties have reduced their agreement to writing, the CBA must be ratified and signed by the governing body of the school employer and the exclusive representative. **Once it is ratified, the school employer must upload the CBA to Gateway at <https://gateway.ifionline.org> and post it on the school's website.**⁴

IEERB must declare impasse if parties have not submitted a ratified contract by the end of formal bargaining. IEERB may return a CBA if it is not signed, lacks a valid term, or is incomplete (e.g., attachments or agreements referred to in the CBA are not actually attached).

Public Schools Subject to Collective Bargaining

In general, parties subject to collective bargaining under Indiana Code Article 20-29 include school employee organizations (as defined by Indiana Code § 20-29-2-14) serving as exclusive representatives, school corporations (as defined by Indiana Code § 20-29-2-12) and charter schools established under Indiana Code Article 20-24. However, certain school entities and their exclusive representatives are subject to special rules as explained below.⁵

A. Special Management Teams Assigned under Indiana Code § 20-31-9-4

These special management teams are not considered a school employer under Indiana Code § 20-29-2-15. The special management team makes all personnel decisions in the school. In operating the school as a turnaround academy under Indiana Code Chapter 20-31-9.5, a special

⁴ See Indiana Code § 20-29-6-6.1(a), 560 I.A.C. 2-5-1 (parties must submit ratified contracts to IEERB within 30 days); Indiana Code § 20-29-6-19 (providing that not later than 14 business days after the parties have reached an agreement under this chapter, the school employer shall post the contract upon which the parties have agreed on the school employer's Internet web site). The exclusive representative may email the ratified CBA to IEERB at ratifiedcontract@ieerb.in.gov. The CBAs posted online must be identical to the one sent to IEERB and must include all MOUs.

⁵ Coalition schools under HEA 1387 are not exempted from IC 20-29.

management team is not bound by a contract entered into under Indiana Code Article 20-29. See Indiana Code § 20-31-9.5-1 for more information.

B. Innovation Network Schools

A governing body is not bound by its collective bargaining agreement for employees of an innovation network school established under Indiana Code Chapter 20-25.7-4-5. Employees of an innovation network school may organize and create a separate bargaining unit to collectively bargain with the innovation network team under Indiana Code Article 20-29.⁶ See Indiana Code § 20-25.7-4-7 for more information.

Employees who participate in the pilot program under Indiana Code Chapter 20-25.7-6 are members of the bargaining unit of the innovation network school, if any. However, salary increases may not be collectively bargained for these employees, but are determined according to the plan approved under Indiana Code § 20-25.7-6-5. See Indiana Code § 20-25.7-6-6 for more information.

C. Certain Transformation Zone Schools

This section applies to schools that are part of a transformation zone as the result of three consecutive years of being in the lowest performance category or designation and are not operated by a special management team. The school corporation is not subject to Indiana Code Article 20-29 in these transformation zone schools unless the school corporation voluntarily recognizes an exclusive representative under Indiana Code § 20-29-5-2. If the school corporation voluntarily recognizes an exclusive representative under Indiana Code § 20-29-5-2, the school corporation may authorize a school within the transformation zone to opt out of bargaining allowable subjects or discussing discussion items by specifying the excluded items on the notice required under Indiana Code § 20-29-5-2(b). Such notice must be provided to IEERB at the time of the notice is posted. See IEERB Nonrule Policy Document No. 2018-1 and Indiana Code § 20-31-9.5-9.5 for more information.

D. Muncie Community School Corporation

Pursuant to Indiana Code § 20-23-18-3, Muncie Community School Corporation is not subject to Indiana Code Article 20-29 unless the MCSC voluntarily recognizes an exclusive representative under Indiana Code § 20-29-5-2. If MCSC voluntarily recognizes an exclusive representative under Indiana Code § 20-29-5-2, the school corporation may authorize a school building within to opt out of bargaining allowable subjects or discussing discussion items by specifying the excluded items on the notice required under Indiana Code § 20-29-5-2(b). Such notice must be provided to IEERB at the time of the notice is posted. See IEERB Nonrule Policy Document No. 2018-1 and Indiana Code § 20-23-18-3 for more information.

Determining Whether Parties Must Bargain

Generally parties must bargain if: (1) part or all of their CBA has expired or will expire prior to the next bargaining season or (2) the parties' current CBA includes a mandatory "reopener."

⁶ Similar rules apply to innovation network schools organized under former Indiana Code Article 20-25.5.

When a CBA includes a mandatory reopener, parties may subsequently agree that they will not reopen. To avoid a declaration of impasse, the parties must submit and indicate on the BSF-1 (completed in Gateway) that the parties have agreed not to reopen the CBA.

Exchanging Collective Bargaining Information

A free flow of information is essential to a good bargaining relationship.⁷ IEERB encourages parties to voluntarily and readily exchange information needed for bargaining. Parties have a duty to timely provide “information about mandatory subjects of bargaining for purposes of making future bargaining proposals, current bargaining proposals, or for contract administration.” *Id.* This duty is separate from schools’ disclosure duties pursuant to the Access to Public Records Act.⁸ *Id.* IEERB’s rules require that the school employer provide all financial information and documents upon which the school employer will rely in supporting an LBO within 14 days of the declaration of impasse. That information must include: (1) all revenue; (2) bargained teacher expenses; (3) nonbargained teacher expenses; and (4) nonteacher expenses. See 560 IAC 2-4-1(c).

Compliance of Collective Bargaining Agreement

IEERB is tasked with reviewing all collective bargaining agreements between school corporations and their exclusive representatives for compliance with Indiana Code Chapter 20-29-6 and Indiana Code § 20-28-9-1.5.⁹ Parties are required to submit their ratified CBA (and any MOUs) for a compliance officer’s review. When the review is completed, the compliance officer issues a *Compliance Report and Recommendation*, identifying any findings of noncompliance and a recommended penalty for any noncompliance. The *Report* is sent to the superintendent and the exclusive representative president no later than May 30 of the year in which the CBA expires. The school employer and the exclusive representative may appeal the compliance officer’s recommended findings and/or penalty to the Board. Additional information can be found in IEERB’s Guide to CBA Compliance and the Compliance Rubric at <http://www.in.gov/ieerb/2411.htm>.

Memorandum of Understanding (MOU)

Parties bargain in the fall and must incorporate all agreed-upon subjects of bargaining into a ratified CBA. Any agreement ratified by the school employer and the exclusive representative that changes or modifies a collective bargaining agreement is a memorandum of understanding

⁷ *Lebanon Community Schools*, U-10-13-0665, 2012 WL 3549830, at *3 (IEERB HE Order, Mar. 27, 2012).

⁸ Access to Public Records Act (“APRA”), Indiana Code § 5-14-3 et seq., allows all persons, including associations, access to public records from a public agency. The Public Access Counselor provides advice and assistance concerning Indiana’s public access laws to members of the public and government officials and their employees. For more information on APRA, including requirements, exclusions, timelines, etc., go to www.in.gov/pac.

⁹ Indiana Code §§ 20-28-9-1.5(h) and 20-29-6-6.1.

(MOU). An MOU is considered part of the CBA, and therefore must be submitted to IEERB to review for compliance.

An MOU that is bargained and ratified outside of this time period is not compliant unless one of the following exceptions applies:

- (1) Newly discovered information or an unanticipated event that was not known or available at the time the parties ratified the original CBA.¹⁰
- (2) Non-rule policy guidance issued by the board addressing unanticipated circumstances impacting multiple bargaining parties and allowing parties to bargain and ratify a limited MOU outside the bargaining timelines.¹¹

When parties submit an MOU that was ratified outside of the formal bargaining period, they must also submit a written explanation of the need for the MOU. 560 IAC 2-8-4. The written explanation is a key element in determining if the MOU satisfies one of the exceptions. In addition to being reviewed to determine if it satisfies either of the exceptions, the compliance officer also reviews the MOU for compliance with all other applicable requirements. If the MOU is ratified within the formal bargaining period, it must be submitted with the CBA. If ratified outside the formal bargaining period, the ratified MOU must be submitted to IEERB within 10 business days of ratification. See 560 IAC 2-8-4 and it must be uploaded to Gateway along with the current CBA. Once the MOU is reviewed, the compliance officer issues an *Addendum* report. See IEERB's Guide to CBA Compliance for more information.

IMPORTANT: At the parties' request, IEERB will review an MOU for provisional approval prior to ratification. Parties desiring such review should submit their proposed MOU to IEERB at efile@ieerb.in.gov including their written justification for the MOU. Parties should provide the compliance officer ample time to approve an MOU prior to the anticipated ratification date.

Bargaining Status Form

Each year IEERB collects bargaining information from all parties who collectively bargain under Indiana Code Article 20-29.

The BSF must be completed in Gateway by the parties within 60 days of the beginning of formal bargaining. Both the school employer and the exclusive representative will be provided a Gateway username and password to complete this section. Information submitted on the BSF or the failure to submit the BSF may be used in IEERB's declaration of impasse.¹²

Tips and Best Practices for Bargaining

¹⁰ Generally, discovering an inadvertent error or mission in the CBA subsequent to ratification does not constitute newly discovered information or an unanticipated event not known or available at the time the original CBA was ratified.

¹¹ Current non-rule policy documents may be found at <http://www.in.gov/ieerb/2334.htm>.

¹² The Bargaining Revenue and Expense Disclosures (BRED) replaces the former BSF: At-Impasse. Parties will now submit (1) the initial BSF; and (2) at impasse, the BRED, which must be submitted within 14 days of impasse.

Being prepared and actively engaging in collective bargaining will help all the parties resolve matters more quickly and efficiently. Here are some tips to help you prepare:

- Review the law, rules, and guidance provided by IEERB and your attorney.
- Exchange collective bargaining information.
- Prepare a history of general/education fund revenue and expenditures.
- Prepare a report on any recent referenda passed or requested by the school corporation.
- For each issue, determine the overall cost compared to available funds.
- For each issue, determine the source of the funding, and whether it will be available if the parties go to factfinding.
- For each contested issue, be sure you can articulate the reason for your position and counter any reasons against it that may be offered by the other side.
- Start informally bargaining early, and determine what, if any, issues may be quickly resolved.
- Be open to creative solutions that address the interests of both parties.
- Begin researching comparable information.¹³ Comparable information for public employees may be found on Gateway at <https://gateway.ifionline.org>.

Discussion

Discussion is the performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to discuss, provide meaningful input, or exchange points of view, with respect to the following items:

- curriculum development and revision;
- selection of curricular materials;
- teaching methods;
- hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees;
- student discipline;
- expulsion or supervision of students;
- pupil/teacher ratio;
- class size or budget appropriations;
- safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law; hours;
- hours
- funding for a plan for remediation program for any subset of students enrolled in kindergarten through grade 12;
- pre-evaluation planning session required under Indiana Code § 20-28-11.5-4;
- superintendent's report of aggregate performance evaluation results (prior to presentation to the school board);
- supplemental pay for certain master's degrees pursuant to Indiana Code § 20-28-9-1.5(a);

¹³ One of the factors in factfinding involves comparisons of wages and hours of the employees involved with wages of other employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school employer. See the Factfinding section below for more details.

- teacher appreciation grants and individual teacher appreciation grant stipends to teachers pursuant to Indiana Code § 20-43-10-3.5;
- additions to base salary based on teacher appreciation grant stipends pursuant to Indiana Code § 20-43-10-3.5; and
- a teacher performance model.

The obligation to discuss does not require either party to enter into a contract, agree to a proposal, or make a concession related to the mandatory items of discussion. However, discussion is an important and mandatory part of labor relations. Best practices include: setting an agenda of items to be discussed, engage in meaningful discussion throughout the year as issues arise, being prepared for the discussion of agenda items, taking discussion seriously; actively participating in discussions, actively listening, being open to alternate suggestions, and having a clear understanding of next steps.¹⁴

For more information, see Indiana Code §§ 20-29-2-7, 20-29-6-6, 20-29-6-7, 20-29-6-8, 20-29-6-9, and IEERB decisions on discussion (to the extent the decision continues to be good law).

Related Topics

A. Exclusive Representative Organization (ERO) Affidavit & Teacher Letter

By September 15 of each year, the exclusive representative must certify by affidavit to the school employer the number of teachers in each school and in the entire corporation who are members of the exclusive representative organization.

By October 1 of each year the school employer must upload a copy of the Exclusive Representative Organization's affidavit to Gateway. Upon submission of the affidavit of membership, the school employer must also provide verification of the total number of school employees that are included in the bargaining unit. If, as a result of the information in the affidavit, IEERB determines that membership in the exclusive representative is less than a majority of the school employees in the bargaining unit, IEERB will request the email addresses of all bargaining unit members and notify them of their right to representation and right to change or decertify the exclusive representative. For additional information and guidance on completing the ERO Affidavit, see the Guide to Exclusive Representative Affidavit and Teacher Letter <https://www.in.gov/ieerb/2410.htm>.

B. Releasing information about collective bargaining or discussion meetings

Pursuant to Indiana Code § 5-14-1.5-6.5, whenever a governing body, or any person authorized to act for a governing body, meets with an employee organization or any person authorized to act for an employee organization, any party may inform the public of the status of collective bargaining or discussion as it progresses by release of factual information and expression of opinion based upon factual information.¹⁵

¹⁴ See *Kokomo Teachers Assoc'n et al. v. Bd. of School Trustees of the Kokomo School Corp.*, U-17-02-3500 (2017) and *Crown Point Education Assoc'n v. Teresa Eineman, et al.* U-14-08-4660, 2015 WL 13119860 at *2 (HE Order 2015) regarding a party's discussion obligation and what constitutes "adequate" discussion of an item.

¹⁵ See, e.g., *Carmel Clay Schs.*, U-12-04-3060, at 4 (IEERB Bd. 2013).

C. Committee Appointments

Pursuant to Indiana Code § 20-29-5-7, the percentage of teacher positions the exclusive representative may appoint to serve on a statutory or locally created school or district-wide committee may not exceed the percentage of teachers who are members of the exclusive representative. Committees under this section may not address subjects of bargaining. This section does not apply to the bargaining team for the exclusive representative.

D. Collective Bargaining Report

The school employer must complete the Collective Bargaining Report in Gateway every year.

IMPASSE

Declaration of Impasse¹⁶

No later than 60 days after the start of formal bargaining, parties must upload their ratified CBA to Gateway. They must also complete the BSF in Gateway. For more information on the Bargaining Status Forms, see page 10 of this guide.

If parties have not uploaded a ratified CBA by 60 days after the start of formal bargaining, IEERB will declare impasse. Once impasse is declared, impasse will continue until IEERB (1) receives a ratified CBA, or (2) a factfinder's report is issued.¹⁷

In declaring impasse, the IEERB's Executive Director will send a Declaration of Impasse to the school employer and exclusive representative contacts listed in the BSF. The Declaration advises the parties of impasse and that a mediator will be appointed within 15 days. Attached to the Declaration of Impasse will be the BRED and LBO Requirements.

If a party's contact information changes during the course of impasse, the party must immediately submit a change in contact information. Unless otherwise indicated in the rules, all correspondence for impasse procedures will be via e-mail. Receipt of email is presumed upon its dispatch.

Submission of Bargaining Revenue and Expense Disclosures (BRED)

Pursuant to 560 IAC 2-4-1(c), the school employer must share the following information upon which it will rely in supporting an LBO within 14 days of the declaration of impasse: (1) all revenue; (2) bargained teacher expenses; (3) nonbargained teacher expenses; and (4) nonteacher expenses. A school employer shall be precluded from relying on any numbers not provided to the board and the exclusive representative, unless the school employer can

¹⁶ See 560 IAC 2-4 for additional information on impasse, mediation, and factfinding proceedings.

¹⁷ The IEERB Executive Director may stay or suspend impasse proceedings. See the Stay/Suspension of Impasse Procedures Section below.

demonstrate a good faith showing as to why the information and documents were not available at that time. IEERB will provide a sample BRED similar to the LBO requirements to assist school employers in providing the correct information.

Mediation

A. Pre-Impasse Mediation & Financial Consulting

Parties have only 60 days to formally bargain, and once impasse is declared, they have only 30 days to mediate. Because of the limited time in which to mediate impasse, IEERB encourages and facilitates additional opportunities for the parties to engage in alternative dispute resolution during the course of formal bargaining and prior to a declaration of impasse, in an attempt to avoid impasse altogether.

At any time after September 15 and before November 15, the parties may mutually request that IEERB appoint a mediator or financial consultant. The request must be in the form, and in the manner, requested by IEERB staff.

The Executive Director will appoint a mediator or financial consultant from IEERB's staff or ad hoc panel. However, the Executive Director will attempt to honor mutual appointment requests to the extent possible.

IEERB will attempt to provide cost-free pre-impasse mediation whenever possible. Otherwise, all costs of the pre-impasse mediation and financial consulting, including mileage and other travel expenses approved by IEERB, will be borne equally by the parties. 560 IAC 2-4-3(d). A party who fails to attend scheduled sessions will be charged the entire amount for the missed session, including the ad hoc's mileage and other travel expenses, any preparation by the ad hoc for the session, the ad hoc's time in traveling to and from the session, and any reasonable time spent by the ad hoc at the session waiting for the absentee party.

IEERB will pay the ad hoc, and then invoice the parties accordingly. Payment of invoices is due within 30 days of receipt. The number of sessions will be determined by the parties. Pre-impasse mediation/financial consulting will end no later than November 15. The mediator conducting pre-impasse mediation will not conduct impasse mediation between the same parties in the same bargaining season unless mutually requested by the parties and logistically feasible given the requested mediator's schedule and availability.

Additional guidance may be found at <http://www.in.gov/ieerb/2334.htm>.

B. Impasse Mediation

Once impasse is declared, IEERB's Executive Director will appoint a mediator within 15 days. Mediation is mandatory, cannot be waived, and the cost is shared equally by the parties. 560 IAC 2-4-3. Mediation consists of up to three sessions and lasts up to 30 days. 560 IAC 2-4-3(b). During mediation, the mediator will attempt to help the parties reach a settlement, but cannot force a settlement. If for any reason either party does not feel that mediation will be successful, they should advise the mediator immediately so the mediator can decide how to proceed.

1. Mediators

The Executive Director appoints impasse mediators from IEERB's staff or ad hoc panel. Persons serving as mediators must:

- have no interest in the outcome of the proceeding;
- be impartial;
- have knowledge of rules and regulations relating to collective bargaining and impasse;
- be qualified as determined by the Executive Director consistent with applicable laws and rules; and
- not be an employee of, or related to, either party or attorneys involved in the proceeding.

IEERB strives to appoint quality mediators who will best facilitate settlement and uses several factors in making appointments, including but not limited to, mutual party requests, appointee background, nature of dispute, and appointee availability. The Executive Director may appoint co-mediators or team mediators. Parties may jointly request a mediator. Such a request will be taken into consideration by IEERB, but may not be granted. A list of approved ad hoc panelists can be found on IEERB's website at <http://www.in.gov/ieerb/2390.htm>.

2. Appointment of a mediator

As part of the mediator appointment, IEERB will:

- inform the parties of the mediator rate and billing/collection procedure;
- advise the parties that the mediator does not represent either or both of the parties;
- define and describe the process of mediation to the parties;
- disclose the nature and extent of any relationships (of which the Board is aware) that the mediator has with the parties and any personal, financial, or other interest that may result in bias or a conflict of interest;
- advise the parties to consider independent legal advice;
- advise the parties that mediation must result in either a settled and ratified collective bargaining agreement or the exchange of LBOs;
- advise the parties that neither a mediator nor a mediator's work product is subject to judicial processes; and
- set the deadline for ending mediation ("End Date").

3. Mediation Process

The mediator must inform the parties of:

- the nature and extent of any relationships the mediator has with the parties;
- any personal, financial, or other interest that may result in bias or a conflict of interest; and
- the date, time, and location of the mediation session(s) reasonably in advance of the session.

In addition, the mediator may proffer information on the mediator's general style of mediation. For example, many mediators will start with a joint session where the parties present an opening statement and then split the parties into separate rooms for the remainder

of the session. Other mediators will have no joint sessions; others will not separate the parties. Moreover, the mediations may differ from session to session. If not provided, the parties may ask the mediator what the parties can expect from the first mediation session, such as whether they will be asked to provide opening statements.¹⁸ The person listed by the parties as the chief spokesperson will be the main point of contact by the mediator, unless a party notifies the mediator of a change.

Mediation begins on the date of the mediator appointment and will last until the earlier of:

- the End Date;
- the date set by the mediator after at least one mediation session;
- the date mutually agreed upon by the parties after at least one mediation session; or
- submission to IEERB of a ratified collective bargaining agreement.

During the mediation time period, the mediator must inform IEERB immediately if:

- mediation will end earlier than the End Date;
- the parties have reached a tentative agreement; or
- LBOs will be exchanged.

If mediation does not result in a ratified collective bargaining agreement, the mediator must set a date – which can be no later than the End Date – for the parties to exchange LBOs.

4. Disclosing and exchanging information during mediation

Information disclosed by a party to a mediator in the performance of mediation functions may not be disclosed by the mediator voluntarily or by compulsion outside of the mediation process. All files, records, reports, documents, or other papers prepared by a mediator, aside from a final report pursuant to Indiana Code § 5-14-1.5-6.5, shall be confidential. The mediator shall not produce any confidential records of, or testify in regard to any mediation conducted by the mediator on behalf of any party to any cause pending in any type of proceeding.¹⁹ IEERB mediators are subject to the Indiana Rules of Alternate Dispute Resolution regarding mediation and additional requirements pursuant to 560 IAC 2-6-10.

Providing information to the mediator, particularly prior to the first session, will help the mediator devise a mediation strategy based on the particular case, and will likely lead to a quicker (and cheaper) resolution. Therefore, IEERB provides the following guidance regarding the exchange of information. A party may engage in a private and confidential discussion with the mediator about the bargaining impasse via telephone outside of a mediation session. During this discussion, the party may inform the mediator of:

- the legal and factual contentions of the party;
- the party's settlement posture;
- the negotiations to date;
- the parties' collective bargaining history; and/or

¹⁸ Opening statements generally consist of concise statements regarding a party's position on disputed issues.

¹⁹ A mediator, co-mediator, or team mediator appointed by the Board has immunity in the same manner and to the same extent as a judge having jurisdiction in Indiana.

- any other relevant information the party believes will help settlement.

Additionally, or alternatively, a party may provide the mediator with a confidential statement of the bargaining impasse during the mediation time period. The statement may include the information listed above. A confidential statement may be supplemented by exhibits or evidence. A confidential statement and any exhibits or evidence attached to it is privileged and confidential unless the submitting party provides a written statement to the mediator providing otherwise.

5. Mediation sessions

Mediation will consist of one, two, or three sessions and may not be waived. When possible, the school employer shall host the mediation sessions, unless the mediator determines otherwise. Each mediation session will last until either the mediator deems it improper, unproductive, or unconscionable to continue, or the session is concluded by mutual agreement of the parties. At least one individual with authority to enter into a tentative agreement from each party must be present at all times during a mediation session unless excused by the mediator. Mediations will be private unless the mediator and both parties agree otherwise.

6. Cost of mediation

The cost of mediation is shared equally by the parties. The mediator submits a formal report to IEERB regarding the number of hours worked and expenses incurred during mediation. The current hourly rate for mediators is \$106.67.²⁰

Mediators will charge all time spent working on the matter. This includes, but is not limited to, time spent reviewing the file, speaking with the parties or IEERB, travel, and the mediation session. A party who fails to attend scheduled sessions will be charged the entire amount for the missed session, including the ad hoc's mileage and other travel expenses, any preparation by the ad hoc for the session, the ad hoc's time in traveling to and from the session, and any reasonable time spent by the ad hoc at the session waiting for the absentee party.

IEERB pays the mediator, and then invoices each party for half of the cost. Payment of the invoice is expected within 30 days of receipt. For more information on the billing and collection process, please contact IEERB's Chief Financial Officer.

C. Tips and Best Practices for Mediation

Successful mediation requires time and effort by the parties and the mediator. This time and effort can pay off in a big way – if you settle and ratify a CBA, not only are you done with impasse, but you will not have to participate in factfinding (and may not have to draft an LBO, depending on when settlement occurs), which may involve significant time and money. Preparing for mediation and taking it seriously helps all parties resolve matters quickly and efficiently. Here are some tips for preparing for mediation:

- Review the law, rules, and guidance provided by IEERB and your attorney.
- Determine which issues are contested.

²⁰ This is the rounded version. The actual rate is \$800/7.5 per hour.

- For each contested issue, determine the overall cost compared to available funds, the source of funding, and whether that funding source will be available if the parties go to factfinding.
- Be prepared to provide the mediator with requested information to help the mediator understand the nature of impasse prior to the start of mediation.
- Be as flexible as possible with scheduling.
- Be prepared to stay at mediation for as long as it takes to settle, or for the session to become unproductive.
- Be open to creative solutions that address the interests of both parties.
- **Exchange collective bargaining information. If a party needs information from the other party in order to be prepared for mediation, the party should request this information as far in advance as possible.** Requesting the information in advance allows the other party time to respond. For more information, see the Exchanging Collective Bargaining Information and the Disclosing and Exchanging Information during Mediation sections of this guide.
- **Key bargaining team members should attend the mediation. This team should meet PRIOR to mediation to sort through and determine the party's position on key issues.** The mediator mediates between the parties, not within a party. Because varying interests may be represented within a party, as well as on opposite sides of the table, having a prepared team will establish a unified front and ultimately may facilitate settlement.
- **Be prepared to explain your position on the disputed issues (as well as the support for that position) to the mediator and the other party.** To do this well, the parties must know and understand the basics of the law and procedures, the cost and source of funding for their proposals, and the reason their position should be adopted. Be sure you can articulate the reason for your position and can counter any reasons against it that may be offered by the opposing party. A good place to start is with the factors a factfinder takes into consideration in making a determination.²¹ Also, knowing – and being able to articulate – why your position is important to you may help the mediator work with the parties toward a solution that addresses both parties' interests.
- **Plan for possible ratification within the mediation timelines.** The time period for mediation is limited to 30 days. The parties must attend at least one mediation session²² and may attend up to three. If the parties settle, the CBA must be ratified within the 30-day mediation period.
- **Familiarize yourselves with the LBO requirements and begin preparing your LBOs.** If the parties do not agree upon and ratify a CBA during the mediation period, they will have to exchange LBOs by the date given by the mediator within the mediation period. See LBO section below.

²¹ A factfinder uses the following factors in making a determination: the financial impact on the school employer and whether any settlement will cause the school employer to engage in deficit financing; the public interest; past memoranda of understanding and contracts between the parties; and comparisons of wages and hours of the employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school employer.

²² Parties must attend at least one mediation session prior to exchanging LBOs. Parties do not have to attend a mediation session if they agree upon, ratify, and submit to IEERB a CBA prior to the first mediation session.

Last Best Offer (LBO)

An LBO is comprised of the terms a party would like to have as the parties' CBA, as well as supporting documents and information. If parties at impasse do not settle during mediation, they must exchange LBOs and send a copy to IEERB. During the factfinding process, the factfinder will choose one party's LBO as the parties' CBA.

A. Requirements

A party must provide its LBO to the opposing party and IEERB at the conclusion of mediation if the parties have not agreed upon and ratified a CBA. The LBO must be submitted in the format required by IEERB and include all required information and documents.²³ Prior to the end of formal bargaining each year, IEERB will post on its website the required format, information, and documents for an LBO for that year's bargaining season. This information also will be sent to the parties with the Declaration of Impasse. Check IEERB's website for the latest LBO Requirements.

B. Revenue Certifications

Before September 15 of the first year of the state budget biennium, the IDOE must provide the parties with an estimate of the general fund or education fund revenue available from the school funding formula for bargaining in the school corporation. Within 30 days after the date of the fall count of Average Daily Membership ("ADM") in the first year of the state budget biennium, the IDOE must also provide the parties with a certification of estimated general fund or education fund revenue available from the school funding formula for bargaining.²⁴ The certifications or estimates (where the parties have not received a certification) must be used as the basis for a factfinder's determination and must be provided in the BRED.

A school employer that has passed an operating or school safety general referendum must have that amount certified by the department of local government finance ("DLGF Certification") and obtain the certification before the conclusion of bargaining.

For more information, see Indiana Code § 20-29-6-12.5 or contact IDOE or DLGF.

C. Career Centers, Special Education Cooperatives and Other Special Cases

In situations in which a school employer does not receive an IDOE Certification pursuant to Indiana Code § 20-29-6-12.5 or in which impasse has been stayed will be provided with modified LBO requirements from the executive director.

For any other parties, a party may request modified LBO requirements. However, such modifications will be advisory unless agreed to by both parties. The request must be in writing and may be made at any time up to 10 days prior to the end of the 30 day period for mediation.

IEERB staff will hold a conference with the parties to determine the funding mechanisms particular to the school employer. Within one week of the conference, IEERB staff will issue a non-binding

²³ In addition to other requirements set forth by IEERB, each party's LBO shall contain a signed verification stating that all information is correct and that the LBO does not place the employer in a position of deficit financing.

²⁴ Per 511 IAC 1-3-1(h), ADM count day is the second Friday after Labor Day.

advisory opinion on the revenue available to the parties for use in their LBO, as well as any modified LBO Requirements.

D. Deficit Financing

Deficit financing is defined as actual expenditures exceeding the employer’s current year actual education and referendum funds revenue for a budget year. It is unlawful for a school employer to enter into a CBA that would place it in deficit financing. A CBA that provides for deficit financing is void to that extent, as is an individual teacher’s contract executed under the CBA.

At factfinding, the parties must show how the school employer can afford their proposal.²⁵ In determining if an LBO places the school employer in a position of deficit financing, the factfinder and the Board will compare the amount available to fund an LBO to the actual cost of the LBO. In determining the amount of money available to fund an LBO, the factfinder and Board will use the following formula:²⁶

- IDOE Certification amount**
- + DLGF Certification amount of operating referendum (if applicable)**
- + DLGF Certification amount of school safety referendum (if applicable)**
- + Miscellaneous Revenue into Education Fund (if applicable)**
- + Transfers from the Operations Fund pursuant to HEA 1397**
- Estimated Transfers to the Operations Fund**
- Education Fund Non-LBO Expenses**
- Operating Referendum Fund Non-LBO Expenses**
- School Safety Referendum Fund Non-LBO Expenses**
- Money available to fund an LBO**

This determination (calculation) will be made on the basis of the state fiscal year: July 1 – June 30.

See Indiana Code §§ 20-29-2-6 and 20-29-6-3, and IEERB cases cited in footnotes.

E. IEERB Staff review

IEERB staff will review submitted LBOs to ensure that the LBOs are in the required format and include the required information and documents.

If a party has substantially, but not fully, complied with the LBO requirements, IEERB staff will notify the submitting party. The party will have 48 hours to provide the requested format, information, or documents. 560 IAC 2-4-3.1(h). If IEERB staff determines a party’s LBO to be substantially non-compliant, IEERB staff will communicate that determination to the party. The party may make an offer of proof within the timeframe provided by IEERB. An offer of proof shall consist of the party’s LBO or supplementation the party wishes to offer. The offer of proof will be

²⁵ *Jay Classroom Teachers Association vs. Jay Sch. Corp. and IEERB*, 55 N.E. 3d 813 Ind. (2016).

²⁶ *Muncie Teachers Association and Muncie Community School Corporation*, I-15-006-1970 I-16-022-1970 (IEERB Bd. 2017); *Indiana Education Employment Relations Board and Nettle Creek Sch. Corp vs. Nettle Creek Classroom Teachers Association*, 26 N.E.3d at 56 Ind. Ct. App. (2015); *Carmel Clay Schs.*, F-12-01- 3060, at 2 (IEERB Bd. 2013).

forwarded with the recommendation that the LBO is substantially noncompliant. Failure to substantially comply with the requirements of an LBO, or to submit an LBO as requested by IEERB, could result in rejection of the submitted LBO and acceptance of the opposing party's LBO.²⁷ The factfinder will determine what actions, if any, are appropriate. A factfinder's determination on an LBO may be appealed to IEERB through the normal appeal process explained below.²⁸

F. Joint LBOs

Parties who settle during factfinding must submit a joint LBO to the factfinder. 560 IAC 2-4-4(c). The parties may file a joint LBO at any time during factfinding, but should file it as soon as practicable, giving as much notice as possible to the factfinder. Joint LBOs must include the proposed CBA and deficit financing verifications. The factfinder may require the parties to submit any other information the factfinder deems necessary to rule on the joint LBO.²⁹

Tips and Best Practices for LBOs

Preparing an LBO is a time-consuming process and requires the submission of financial information and documents. Here are some tips that may assist you in the preparation process:

- **Request all necessary financial information and documents prior to the start of mediation.** Even if parties don't have the documents prior to mediation, they should ensure that they request the information and documents from the other party early enough so that the other party has time to produce them and so that the requesting party has sufficient time to review, analyze, and explain them in the LBO. A party may also want to request information beyond that required for the LBO in order to sufficiently explain their LBO. For more information, see the Exchanging Collective Bargaining Information and the Disclosing and Exchanging Information during Mediation sections of this guide.
- **Don't wait until the last minute to start preparing your LBO.** Although it is necessary to have financial information and documents, a good LBO will go further and explain the proposed CBA terms in relation to the financial documents and information. This will likely take time and preparation. Moreover, such preparation may be helpful in negotiations, including at mediation.
- **Once LBOs are exchanged, read and analyze the other party's LBO.** Reading and analyzing the other party's LBO not only helps you to prepare for factfinding (explained in more detail below), but also to determine whether settlement is possible. Parties may agree upon and ratify a CBA without a factfinder's approval prior to the appointment of a factfinder. An End of Impasse notice will be issued upon receipt of a ratified CBA.

For more information, see Indiana Code §§ 20-29-6-15.1(b), 20-29-8-7, and 20-29-8-8, as well as 560 IAC 2-4-3.1.

²⁷ A factfinder has rejected an LBO because it did not substantially comply with the LBO requirements. See *Carmel Clay Schs.*, F-13-04-3060 (FF Order 2013) *aff'd in relevant part by Carmel Clay Schs.*, F-13-04-3060 (IEERB Bd. 2014).

²⁸ See 560 I.A.C. 2-4-3.1; *Carmel Clay Schs.*, F-13-04-3060, at 3-4 (FF Order 2013), *aff'd in relevant part by Carmel Clay Schs.*, F-13-04-3060 (IEERB Bd. 2013).

²⁹ See *Flat Rock Hawcreek*, F-13-02-0370 (FF Order 2013).

Factfinding

If mediation is unsuccessful, IEERB will appoint a factfinder within 15 days from the end of mediation, and factfinding will commence. The purpose of factfinding is to provide a final solution on collective bargaining when the parties are unable by themselves, or through a mediator, to timely agree upon and ratify a CBA. The factfinder will conduct an investigation, which may include a public hearing, into the parties' LBOs. The factfinder must select one party's LBO as the binding contract.

Factfinding may not last longer than 30 days from the date of the factfinder appointment. As such, it is important that the parties work with the factfinder and make themselves available for a hearing. **The factfinder may unilaterally set the hearing time and date.** The parties split the cost of the factfinding.

A. Factfinder and Financial Consultant

IEERB appoints a factfinder from its staff or ad hoc panel. IEERB may also appoint a financial consultant to assist the factfinder with the financial aspects of the parties' LBOs during the factfinding process.³⁰ Persons serving as factfinders and financial consultants must:

- have no interest in the outcome of the proceeding;
- be impartial;
- have knowledge of rules and regulations relating to collective bargaining and impasse;
- be qualified as determined by IEERB consistent with all applicable laws and rules; and
- not be an employee of, or related to, either party or attorneys involved in the proceeding.

IEERB trains factfinders and financial consultants on the laws and rules of teacher collective bargaining at no cost to the parties. In appointing a factfinder and a financial consultant, IEERB attempts to find a good fit between the parties and the appointees based on several factors including, but not limited to, mutual party requests, appointee background, nature of dispute, and appointee availability. A list of approved ad hoc panelists can be found on IEERB's website at <http://www.in.gov/ieerb/2390.htm>. IEERB will take mutual requests for specific appointees into consideration, but such requests may not be granted.

B. Factfinding hearing

As noted above, although the factfinder will work with the parties to set the date and time of the factfinding hearing, the factfinder may unilaterally establish the date and time of the hearing. The school employer is responsible for providing a room for the factfinding hearing, as well as the equipment and necessary materials to record the proceedings.³¹ However, IEERB is the keeper and creator of the official agency record. Factfinding hearings are open to the public. However, no testimony or comments from the general public are permitted at the hearing or at any phase of the factfinding process.

³⁰ The financial consultant will have a background in school finance. The financial consultant will contact the parties through the factfinder and will not make a determination on the LBOs.

³¹ IEERB will also provide, at its expense, either recording equipment or a court reporter or both.

1. Written materials and order of presentation

If a party uses written materials as part of their presentation (e.g., documents, PowerPoint presentation, etc.) the party must provide three copies of all written materials to the factfinder at the beginning of the hearing. Each party shall present fully its LBO, including the fiscal rationale for the offer. Unless otherwise determined by the factfinder (pursuant to a party's motion, the parties' agreed motion, or at the factfinder's discretion), the school employer, as the keeper of the school's records, will present first.

2. Presentations by the parties

Each party has a maximum of 2 hours to make their initial presentation. The initial presentation generally consists of two parts – a presentation on why the party's LBO should be chosen and a presentation on why the other party's LBO should **not** be chosen (see the Sample Order of Hearing below). After the initial presentations, each party has one hour for rebuttal. The factfinder may extend the parties' time equally if determined necessary by the factfinder.

Unless the parties and the factfinder agree to a different procedure, the party who presents first shall make the first rebuttal.³² The parties shall alternate rebuttals, with the party who presented second closing rebuttals. During rebuttals, a party may introduce new facts and respond to arguments made by the opposing party, but may not raise a new argument. A factfinder may either disregard new arguments or allow the opposing party extra time to respond. A factfinder may, but is not required to, provide additional time for closing arguments. If closing arguments are made, the party who presented second should present last.

Factfinding hearings are not subject to the Indiana Administrative Orders and Procedures Act or the Indiana Rules of Evidence. However, parties should provide a foundation for all evidence, as well as information indicating authenticity. Parties may make objections that will be ruled upon by the factfinder.

3. Questions from the Factfinder or Financial Consultant

Parties must designate at least one person who can provide facts and answer factual questions posed by the factfinder. All such persons must be sworn in (by oath or affirmation), which may take place at the beginning of the hearing, or at any other time during the hearing prior to the presentation of facts. Representatives do not need to be sworn in unless presenting facts not otherwise in the record. Cross-examination is not allowed. Only the factfinder and financial consultant may ask questions of a party, and they may ask questions before, during, or after a party's presentation or rebuttal.

Sample Order of Hearing

- **Opening of Hearing** by Factfinder
 - Introductions
 - Ground rules and expectations

³² Although the parties and factfinder may agree to an alternate procedure, such procedure must be consistent with all applicable laws and rules.

- Hearing agenda
- Swearing in of all individuals who will provide facts
- **Initial Presentations** (two hours for each party unless extended by factfinder)
 - School employer presents on why its LBO should be chosen – one hour
 - Exclusive representative presents on why its LBO should be chosen – one hour
 - School employer presents on why the exclusive representative's LBO should not be chosen – 45 minutes
 - Exclusive representative presents on why the school employer's LBO should not be chosen – 45 minutes
- Break
- **Rebuttals** (each side gets one hour total unless extended by factfinder)
 - School employer responds to exclusive representative's arguments – 30 minutes
 - Exclusive representative responds to school employer's arguments – 30 minutes
 - School employer responds to exclusive representative's rebuttal – 15 minutes
 - Exclusive representative responds to school employer's rebuttal – 15 minutes
- **Closing the Hearing** by Factfinder

C. Factfinder's Report (Findings and Recommendations)

The factfinder must issue a report, including findings and recommendations, no later than 30 days from the date the factfinder was appointed and select one party's LBO as the binding contract terms. In making the findings and recommendations, the factfinder may use evidence furnished to the factfinder by the parties, the Board, IEERB staff, or any other state agency. The factfinder shall consider the following factors when making a determination:

- the public interest;
- the financial impact on the school employer and whether any settlement will cause the school employer to engage in deficit financing;
- past memoranda of agreements and contracts between the parties; and
- comparisons of wages and hours of the employees involved with wages of other employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school employer.

In making formal findings and a recommendations, the factfinder:

- may restrict the findings to those issues the factfinder deems significant;
- must restrict the findings to those subjects of bargaining listed in Indiana Code § 20-29-6-4;
- must not put the employer in a position of deficit financing;
- may not impose terms beyond those proposed by the parties in their LBOs;
- **may strike noncompliant provisions from a LBO; and**
- **may strike or modify provisions, where both LBOs are in deficit financing.**

The factfinder will provide the report to the parties and the Board. The Board may make additional findings and recommendations based on information in the factfinder's report or in the Board's possession. However, the Board's findings and recommendations, like the factfinder's, are limited to the subjects of bargaining listed in Indiana Code § 20-29-6-4.

D. Cost of Factfinding

The cost of factfinding is shared equally by the parties. However, IEERB pays the costs for any financial consultant. The factfinder submits a formal report to IEERB regarding the number of hours worked and expenses incurred during factfinding. The current rate for the factfinder is \$160 per hour.

IEERB pays the factfinder and then invoices each party for half of the cost. Payment of the invoice is expected within 30 days of receipt. For more information on the billing and collection process, please contact IEERB's Executive Director.

Appeal of Factfinding Report

To obtain Board review of a factfinding report, a party must make a request for review within 30 days after issuance of the report. 560 IAC 2-4-6(a). The request for review must state the nature of the objection to the Report.

The appealing party's brief in support must be: (1) filed simultaneously with the request for review, (2) in writing, and (3) state the specific nature of each objection to the Report. Any party in opposition to the appeal may file an answering brief within 15 days of the filing of the appeal with the Board. Any answering brief shall be filed within 15 days of the filing of the appeal with the board. No additional briefs may be filed unless requested by the board. The board shall decide the matter upon the record, with or without oral argument, at the board's discretion. The appealing party must bear the cost for preparation of a hearing transcript.

A party may appeal the Board's final order to a court of competent jurisdiction within the applicable statute of limitations.

For more information on factfinding, see Indiana Code Chapters 20-29-6 and 20-29-8, as well as 560 IAC 2-4.

Stay/Suspension of Impasse Procedures

IEERB may stay or suspend impasse proceedings in certain situations.

A. Stay for Certain Pending Unfair Practice Complaints

IEERB will issue a stay (suspension) of impasse procedures (including declaration of impasse, mediation, and factfinding) when an unfair practice complaint is filed and the complaint:

- (1) requests a stay of impasse procedures; and
- (2) alleges that a school employer committed an unfair labor practice; and
- (3) the subject matter of the case effects impasse procedures or the ability of a party to bargain.

The executive director may at the executive director's discretion issue a stay of impasse without request by the parties when an unfair practice complaint:

- (1) alleges that a school employer committed an unfair labor practice; and
- (2) the subject matter of the case effects impasse procedures or the ability of a party to bargain

The stay will continue until the unfair labor practice complaint is resolved.³³

The Executive Director may proceed with impasse procedures when:

- (1) the complaining party in the unfair labor practice complaint does not request a stay; or
- (2) the complaining party in the unfair practice complaint later requests that impasse procedures proceed; or
- (3) the Executive Director determines that a stay is inappropriate given the nature of the allegations.³⁴

B. Stay for Pending Appeal of Compliance Report

The Executive Director may grant a stay of impasse procedures pending the Board's final order in an appeal of:

- (1) a compliance officer's Compliance Report and Recommendation, or
- (2) a compliance officer's denial of written approval required to ratify a subsequent CBA or MOU.

The stay will continue until the Board issues its final order.

C. Stay for Pending Representation Matter

IEERB will grant a stay of impasse procedures pending the outcome of a representation petition. The stay will continue until the representation matter is dismissed or resolved on the merits.

D. Stay for Certain Public Access Matters

IEERB may stay a case if a parallel complaint has been filed with the PAC or in any court of competent jurisdiction and the complaint alleges non-compliance with the public meetings required by IC 20-29-6-19. See [NPD 2019-3](#) for more information.

End of Impasse

IEERB will issue an End of Impasse Notice upon the parties' submission of a ratified CBA.

³³ The unfair labor practice complaint shall receive priority over other unfair labor practice complaints and will be handled as expeditiously as possible.

³⁴ See *Carmel Clay Schs.*, U-12-04-3060, at 4 (IEERB Bd. 2013).

GLOSSARY OF BARGAINING AND IMPASSE TERMS

Bargain Collectively – The performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to negotiate in good faith concerning the mandatory subjects of bargaining; and to execute a written contract, incorporating any agreement relating to the mandatory subjects of bargaining. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other. See Indiana Code §§ 20-29-2-2, 20-29-6-1, 20-29-6-4, 20-29-6-6.

Bargaining Unit – A group of school employees that the employer has recognized, or IEERB has certified, as appropriate to be represented by an employee organization for the purpose of collective bargaining. See Indiana Code § 20-29-5-1; 560 IAC 2-2.1-1.

Bargaining Status Form (BSF) – The BSF must be completed in Gateway by the parties within 60 days of the beginning of formal bargaining. Both the school employer and the exclusive representative will be provided a Gateway username and password to complete this section. Information submitted on the BSF or the failure to submit the BSF may be used in IEERB's declaration of impasse.

Bargaining Revenue and Expense Disclosures (BRED) – Pursuant to 560 IAC 2-4-1(c), the school employer must share the following information upon which it will rely in supporting an LBO within 14 days of the declaration of impasse. That information must include: (1) all revenue; (2) bargained teacher expenses; (3) nonbargained teacher expenses; and (4) nonteacher expenses. A school employer shall be precluded from relying on any numbers not provided to the board and the exclusive representative, unless the school employer can demonstrate a good faith showing as to why the information and documents were not available at that time. IEERB will provide a sample BRED similar to the LBO requirements to assist school employers in providing the correct information.

Collective Bargaining Agreement (CBA) – Any and all agreements between the school employer and exclusive representative on any aspect of the bargaining relationship, including, but not limited to, the mandatory subjects of bargaining, a grievance procedure, a compensation plan, and any memorandum of understanding ratified subsequent to the collective bargaining agreement. A CBA may not extend past the end of a state budget biennium. Once a CBA has been ratified, it must be sent to IEERB and posted on the school employer's website. See Indiana Code Chapter 20-29-6; 560 IAC 2-5-1.

Compensation Plan – The local plan that provides for salary increases or increments pursuant to Indiana Code § 20-28-9-1.5(b).

Compliance Officer – The staff member or ad hoc panel member appointed by the board pursuant to Indiana Code § 20-29-6-6.1(b) to review a collective bargaining agreement and make a written recommendation regarding the collective bargaining agreement's compliance with Indiana Code Article 20-29, including any penalty for noncompliance.

Committee Appointments – The percentage of teacher positions the exclusive representative may appoint to serve on a statutory or locally created school or district wide committee may not exceed the percentage of teachers in the school employer who are members of the exclusive representative. Committees under this section may not address subjects of bargaining. This section does not apply to the bargaining team for the exclusive representative. See Indiana Code § 20-29-5-7.

Deficit Financing – Actual expenditures exceeding the employer's current year actual education fund revenue for a budget year and, for a school employer for which the voters have passed an operating referendum tax levy or school safety referendum tax levy, the amount of revenue certified by the department of local government finance. Revenue does not include money estimated to be or actually transferred from the school corporation's operations fund to its education fund unless authorized pursuant to HEA 1397. It is unlawful for a school employer to enter into any agreement that would place it in a position of deficit financing. A contract that provides for deficit financing is void to that extent, and an individual teacher's contract executed under the contract is void to that extent. *Indiana Education Employment Relations Board and Nettle Creek Sch. Corp vs. Nettle Creek Classroom Teachers Association*, 26 N.E.3d at 56 Ind. Ct. App. (2015); *Muncie Teachers Association and Muncie Community School Corporation*, I-15-006-1970 I-16-022-1970 (IEERB Bd. 2017); *Carmel Clay Schs.*, F-12-01-3060, at 2 (IEERB Bd. 2013). Such determinations will be made on the state fiscal year, from July 1 – June 30. *Muncie Community Schs.*, I-15-006-1970 I-16-022-1970; *Carmel Clay Schs.*, F-12-01-3060, at 2. See Indiana Code §§ 20-29-2-6, 20-29-6-3.

Discussion – The performance of the mutual obligation of the school employer through its superintendent and the exclusive representative to meet at reasonable times to discuss, provide meaningful input, or exchange points of view, with respect to the following items: (1) curriculum development and revision; (2) selection of curricular materials; (3) teaching methods; (4) hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees; (5) student discipline; (6) expulsion or supervision of students; (7) pupil/teacher ratio; (8) class size or budget appropriations; (9) safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law; (10) hours; (11) funding for a plan for remediation program for any subset of students enrolled in kindergarten through grade 12; (12) pre-evaluation planning session required under Indiana Code § 20-28-11.5-4; (13) superintendent's aggregate performance evaluation results (prior to presentation at the school board); (14) supplemental pay for certain master's degrees pursuant to Indiana Code § 20-28-9-1.5(a); (15) teacher appreciation grants and individual teacher appreciation grant stipends to teachers pursuant to Indiana Code § 20-43-10-3.5; (16) additions to base salary based on teacher appreciation grant stipends pursuant to Indiana Code § 20-43-10-3.5; and (17) a teacher performance model. The obligation to discuss does not require either party to enter into a contract, agree to a proposal, or make a concession related to the mandatory subjects of discussion. See Indiana Code §§ 20-29-2-7, 20-29-6-7, 20-29-6-8.

Employee Rights – School employees may: form, join, or assist employee organizations; participate in collective bargaining with school employers through representatives of their own choosing; and engage in other activities, individually or in concert; to establish, maintain, or improve salaries, wages, salary and wage related fringe benefits, and other matters set forth in Indiana Code §§ 20-29-6-4, 20-29-6-5. Additionally, school employees may not be required to join or financially support a school employee organization through the payment of fair share fees, representation fees, professional fees, or other fees. See Indiana Code §§ 20-29-4-1, 20-29-4-2.

Employer responsibilities and authority – School employers have the responsibility and authority to manage and direct on behalf of the public the operations and activities of the school corporation to the full extent authorized by the law, including but not limited to the following: (1) direct the work of the school employer's employees; (2) establish policy through procedures established in Indiana Code § 20-29-6-4 and Indiana Code § 20-29-6-5; (3) hire, promote, demote, transfer, assign, and retain employees; (4) suspend or discharge employees in accordance with applicable law through procedures established under state law; (5) maintain the efficiency of school operations; (6) relieve employees from duties because of lack of work or other legitimate reason through procedures established in Indiana Code §§ 20-29-6-4, 20-29-6-5, 20-29-6-7; and (7) take actions necessary to carry out the mission of the public school as provided by law. See Indiana Code § 20-29-4-3.

Exclusive Representative – The school employee organization that has been certified by IEERB, or voluntarily recognized by the school employer, to be the exclusive representative of the school employees in the appropriate bargaining unit, or persons authorized to act on the organization's behalf. See Indiana Code § 20-29-2-9.

Exclusive Representative Affidavit – By September 15 of each year, the exclusive representative shall certify by affidavit to the school employer the number of teachers in each school and in the entire school corporation who are members of the exclusive representative. See Indiana Code § 20-29-5-7(e).

Expiration (of Collective Bargaining Agreement) – Collective bargaining agreements may not extend past the end of a state budget biennium. Upon the expiration of the current contract that is in effect, except for performance stipends and additions to base salary provided under Indiana Code § 20-43-10-3, the school employer shall continue under the terms of the current contract that is in effect, with no increase or increment in salary, wages, or benefits for any bargaining unit employee until a new contract is executed. If an agreement has not been reached on the items to be bargained collectively by November 1, as provided in Indiana Code § 6-1.1-17-5, the parties shall continue the terms of the current contract that is in effect, and the school employer may issue tentative individual contracts and prepare its budget on that basis. During this period, the school employer may not unilaterally change the terms or conditions of employment that are issues in dispute. The only parts of the contract that must continue are those contained in the contract and listed in Indiana Code § 20-29-6-4. See Indiana Code §§ 20-29-6-4.7, Indiana Code § 20-29-6-16.

Factfinder – The individual appointed by IEERB to conduct the factfinding process.

Factfinding – Mandatory impasse process that provides a final solution when parties cannot timely settle their collective bargaining agreement on their own or with the help of mediation. The factfinder, appointed by IEERB, conducts an investigation, which may include a public hearing, into the parties' Last, Best Offers. The factfinder must then select one party's LBO as the binding contract terms. The factfinder's report (findings and recommendations) is restricted to only those items permitted to be bargained and included in the collective bargaining agreement. The order must not put the employer in a position of deficit financing and may not impose terms beyond those proposed by the parties in their LBOs. The factfinder must consider the following factors: public interest; the financial impact on the school employer and whether any settlement will cause the

school employer to engage in deficit financing; past memoranda of agreements and contracts between the parties; and comparisons of wages and hours of the employees involved with wages of other employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school employer. The parties share the cost of factfinding. Factfinding may not last longer than 30 days. See Indiana Code § 20-29-6-15.1; Indiana Code Chapter 20-29-8; 560 IAC 2-4.

Financial Consultant – The individual appointed by IEERB to assist the factfinder or the Board in the financial aspects of the factfinding or appeal process.

Formal Bargaining – The 60-day time frame (September 15 – November 15) in which parties may ratify a CBA every year.

Impasse – When the parties are unable by themselves to timely settle and ratify a collective bargaining agreement. IEERB shall declare impasse after November 15, if either the parties notify IEERB of impasse, or the parties are, or are supposed to be under the terms of their CBA, in collective bargaining for all or part of a contract and have not submitted a ratified CBA to IEERB. See Indiana Code § 20-29-6-13 and 560 IAC 2-4-1.

Last Best Offer (LBO) – The contract terms a party would like to have as the parties' CBA, as well as supporting documents and information. If parties at impasse do not ratify a CBA during mediation, they must exchange LBOs and send a copy to IEERB. An IEERB-appointed factfinder will conduct an investigation, which may include a public hearing, into the parties' LBO. The factfinder must then select one party's LBO as the binding contract terms. LBO requirements for any given year will be posted on IEERB's website prior to the end of formal bargaining and will be sent to parties upon declaration of impasse. See Indiana Code Chapters 20-29-6, 20-29-8; 560 IAC 2-1-2 and 560 IAC 2-4. The parties should also be cognizant of whether modified LBO requirements are necessary due to the school employer not receiving a IDOE certification of revenue or other unique circumstances and address those issues as soon as practicable with the Executive Director.

Mandatory reopener – A reopener provision that requires the parties to bargain part of the CBA during the term of the CBA.

Mandatory subjects of collective bargaining – Salary; wages; and salary and wage related fringe benefits, including accident, sickness, health, dental, vision, life, disability, retirement benefits, and paid time off as permitted to be bargained under Indiana Code § 20-28-9-11. Salary and wages include the amounts of pay increases available to employees under the compensation model adopted under Indiana Code § 20-28-9-1.5, but do not include the teacher evaluation procedures and criteria, any components of the teacher evaluation plan, rubric, or tool, or any performance stipend or addition to base salary based on a performance stipend to an individual teacher under Indiana Code § 20-43-10-3.5. See Indiana Code § 20-29-6-4.

Mediation – An attempt by an impartial third party, called a mediator, to help parties settle disputes. Mediation services are provided by IEERB. Mediation is mandatory in impasse cases. In impasse cases, mediation will last up to 30 days, the cost will be split by the parties, and the mediation will result in either a ratified collective bargaining agreement or the exchange by the parties of their LBOs. See Indiana Code § 20-29-6-13; 560 IAC 2-4-3; 560 IAC 2-4-3.1, 560 IAC 2-6-10.

Mediator – An impartial third party who helps school employers and their exclusive representatives settle disputes. 560 IAC 2-6-10.

- Memorandum of Understanding (MOU)** – Any agreement ratified by the school employer and the exclusive representative that changes or modifies the collective bargaining agreement. See IEERB Nonrule Policy Document No. 2018-2 and 560 IAC 2-1-2(14).
- Negotiator** – An individual who represents the employer or exclusive representative in collective bargaining negotiations to reach an agreement. Often committees or teams represent each party, and one of the committee members acts as chief negotiator or spokesperson for the group.
- Permissive reopener** – A provision in the CBA that permits the parties to bargain a portion of the CBA during the CBA's term.
- Public Hearing** – A hearing that must take place before the parties can formally bargain in private. The parties must allow for public testimony on teacher collective bargaining. For more information, see [IEERB's Guide to S.E.A. 390](#).
- Ratification** – Formal approval by the governing body of the school employer and the exclusive representative of a tentative agreement, generally a newly negotiated collective bargaining agreement. Agreements reached through collective bargaining under Indiana Code Article 20-29 are binding as a contract only if ratified by the governing body of the school employer and the exclusive representative. See Indiana Code § 20-29-6-6. School employers must allow public comment at the ratification meeting. For more information, see [IEERB's Guide to S.E.A. 390](#).
- Reopener** – A CBA provision that requires or permits parties to bargain a portion of the CBA during the CBA's term.
- Salary and wage related fringe benefit** – A benefit, other than direct salary or compensation, received by a school employee from a school employer, including but not limited to health insurance, retirement plans, and paid time off.
- Salary range** – The lowest and highest base salaries for full-time bargaining unit members not including any increases for that year. A salary range must be included as part of a compensation plan. The salary range contains only the base salary for direct teaching functions – it does not include payments for ancillary, co-curricular, or extra-curricular duties or activities. See Indiana Code § 20-29-6-6.1.
- School Corporation** – A local public school corporation established under Indiana law. The term includes any: school city, school town, consolidated school corporation, metropolitan school district, township school corporation, county school corporation, united school corporation, community school corporation, and public career and technical education center or school or school for children with disabilities established or maintained by two or more school corporations. See Indiana Code § 20-29-2-12.
- School Employee** – A full-time certificated person in the employment of a school employer, but not including supervisors, confidential employees, employees performing security work, and noncertificated employees. A certificated employee means a person whose contract requires that the person hold a license or permit from the division of professional standards of the department of education under Indiana Code Article 20-28; or who is employed as a teacher by a charter school established under Indiana Code Article 20-24. See Indiana Code §§ 20-29-2-4, 20-29-2-13.
- School Employee Organization** – An organization that has school employees as members and one of its primary purposes is representing school employees in dealing with their school employer. See Indiana Code § 20-29-2-14.

School Employer – The governing body of a school corporation or charter school established under Indiana Code Article 20-24, and a person or persons authorized to act for the governing body of the school employer in dealing with its employees. Governing body is defined as a board of school commissioners; a metropolitan board of education; a board of trustees; any other board or commission charged by law with the responsibility of administering the affairs of a school corporation; or the body that administers a charter school established under Indiana Code Article 20-24. See Indiana Code §§ 20-29-2-10, 20-29-2-15.

Scope of bargaining – The range of issues made bargainable by Indiana Code Chapter 20-29-6.

TA Meeting – Once a tentative agreement has been reached, the school employer must have a board meeting to discuss the terms of the TA. The TA and notice must be posted 72 hours before the meeting. For more information, see [IEERB's Guide to S.E.A. 390](#).

Teacher Letter – Each school year in which school employee participation in the exclusive representative does not represent a majority of the school employees within the unit. The board shall notify the school employees of the bargaining unit of their right to: (1) representation under Indiana Code Chapter 20-29-5; and (2) the ability to change their exclusive representative under Indiana Code § 20-29-5-3.

Term of a CBA – The dates a collective bargaining agreement is in effect. Collective bargaining agreements may not extend past the end of a state budget biennium, which occurs on June 30 of odd-numbered years. See Indiana Code § 20-29-6-4.7(b).



STATE OF INDIANA

ERIC J. HOLCOMB, Governor

INDIANA EDUCATION EMPLOYMENT RELATIONS BOARD

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<http://www.in.gov/ieerb>

To: Bargaining Parties & Stakeholders
From: Stacey Hughes & Sarah Cudahy
Date: September 6, 2019

2019 Bargaining & Compliance Reminders

(items in blue are clickable links)

Due Dates: All corporations must complete all [Gateway](#) data collections.

- September 16: Exclusive Representative must submit a [membership affidavit](#) to employers.
- October 1: School employers must upload the membership affidavit into Gateway.
- November 15: Bargaining Status Form I is due in Gateway.
- November 15: All CBAs must be ratified, signed, and uploaded in Gateway to avoid impasse.

Collective Bargaining & Compliance

- REMINDER: Parties may request [Financial Consulting](#) (fees apply) and free [Pre-Impasse Mediation](#) during bargaining.
- **NEW:** [SEA 390](#) requires new processes for collective bargaining!
- **NEW:** [Salary increase differentials](#): IEERB will assume parties are acting in good faith in complying with salary increase differential requirements and will not make compliance findings.
- **NEW:** Additional flexibility: The education and experience cap is now 50% and parties may catch up veteran teachers outside the cap.
- **NEW:** IC 20-29-2-6 School safety referendum tax distributions are part of bargaining revenue for deficit financing calculations.
- **NEW:** IC 20-29-2-6 Schools may use Operations fund transfers as bargaining revenue if the school board passes a resolution before September 15.
- **NEW:** IC 20-28-5-22.1 A secondary school vocational program instructor is considered a teacher for purposes of collective bargaining under 20-29.
- Complete the [Compliance Checklist](#) and upload with your CBA.
- [2019 CBA Compliance Rubric](#)
- [2019 Practitioner's Guide to Bargaining and Impasse](#)

Impasse

- REMINDER: Within 14 days after the declaration of impasse, a school employer must submit a [Bargaining Revenue and Expense Disclosure](#) to IEERB and the exclusive representative.

Representation

- Don't forget to make changes to your bargaining unit in time for those changes to be memorialized in an IEERB Order prior to ratifying your CBA!

Unfair Labor Practice

- **NEW:** IC 20-29-7-5 IEERB may assess a civil penalty of \$500 - \$5,000 for certain unfair labor violations.

Other

- **NEW:** IC 20-28-9-1.5(a) added teacher teaching a career or technical education course to the list of non-bargained supplemental payments.
- **NEW:** IC 20-29-3-15 Additions to IEERB's data collection.
- [2019 IEERB Conference presentations and audio](#)

Parts I through VI are completed by the Superintendent [in Gateway](#)

Bargaining Status Form I

IMPORTANT, PLEASE READ:

What is the Bargaining Status Form I?

This document provides information to IEERB about the bargaining status of parties throughout the state, and is used to make impasse determinations.

Who must complete the Bargaining Status Form I?

All parties who bargain pursuant to Indiana Code 20-29, even if not currently bargaining, must complete this form. Although the parties may agree on the submitted information, each party must separately submit this form.

What is the deadline for completion?

This process must be completed by November 15. If you are the school employer and are currently bargaining, complete this form between November 9 and November 13. The form must be completed by November 13 so the exclusive representative has time to complete by November 15.

Steps:

1. The school employer starts this process by submitting answers to the questions below.
2. The exclusive representative will receive an email once the school employer has submitted the information.
3. The exclusive representative reviews the school employer's submission and indicates agreement or disagreement, and the details of any disagreement or additional information.

If the parties are declared at impasse, they will receive the At Impasse section of the Bargaining Status Form via email.

Part I - Contact Information

School Employer

test

Person Negotiating on Behalf of the School Employer

test

Email

test@test.com

Exclusive Representative Organization

test

Person Negotiating on Behalf of the Exclusive Representative

test

Email

test@test.com

Impasse declaration will be sent to the individuals listed above.

Contact IEERB immediately with any changes.

Part II Are you bargaining?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you have a CBA containing a mandatory reopener and the parties have agreed not to reopen? If yes, the School must upload to Gateway a single PDF containing first a signed, ratified statement indicating the parties' agreement followed by the current CBA. This document must be uploaded by November 15 to avoid declaration of impasse. Exclusive representatives also may email a PDF containing the signed, ratified statement and CBA to RatifiedContracts@ieerb.IN.gov .	<input type="radio"/> Yes <input checked="" type="radio"/> No
Part III Are the parties bargaining a reopener?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Part IV If bargaining, have you settled? The parties have until November 15 to upload a ratified contract in Gateway. Agreements must be ratified by the governing body of the school corporation and the exclusive representative and signed. Making or submitting a tentative agreement will not prevent the declaration of impasse. See Indiana Code section 20-29-6-6 for more information. Note: No additional time will be given this year to complete the ratification process.	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A

<p>Part V Do you have any notes or requests for IEERB? (e.g., fall break dates; public hearing or meeting dates; requested mediator; preference for start of impasse). Note: IEERB does not guarantee any requests will be granted. Moreover, due to statutory timelines, any notes or requests for IEERB about impasse proceedings received after this form is submitted will be given lower preference than requests made on this form.</p>	<input type="radio"/> Yes <input checked="" type="radio"/> No
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<p>Part VI Signed, ratified contracts must be uploaded to Gateway by November 15, 2019 to avoid declaration of impasse. The school employer is responsible for uploading a ratified collective bargaining agreement to Gateway. Exclusive representatives also may email the CBA to RatifiedContracts@ieerb.IN.gov.</p>

<p>School Employer: I affirm that the above information is true and correct as of the date signed. I agree to provide IEERB with updates on our bargaining status, if applicable. <input checked="" type="checkbox"/></p>

Superintendent/Director: <input type="text"/>	User Name: <input type="text"/>	Date/Time: <input type="text" value="7/23/2019 3:37:57 PM"/>
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The following section is completed by the Association President [in Gateway](#)

<p>Exclusive Representative Organization: Do you agree with what the school employer has affirmed?</p>	<input type="radio"/> Agree <input type="radio"/> Disagree
--	--

<p>This text box is for additional information if you AGREE. If DISAGREE was selected, please state the reason.</p> <input type="text"/>
--

President for the Exclusive Representative: <input type="text"/>	User Name: <input type="text"/>	Date/Time: <input type="text"/>
--	---	---

[Return to the Unit Selection List](#)

[Submit the Bargaining Status Form](#)



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IEERB 2019 CBA COMPLIANCE RUBRIC

Introduction

IEERB is responsible for conducting compliance reviews of teacher collective bargaining agreements (CBA) and determining the penalty for any noncompliance. Pursuant to 560 IAC 2-8-1, the Board is required to develop a compliance rubric that must be reviewed and updated annually.

Using the Rubric

The Rubric is designed to assist parties in developing a compliant CBA. The 2019 Rubric has been updated and revised to include information on the 2019 statutory changes. The Rubric also includes explanations, tips, and examples of compliant and noncompliant provisions, as well as sections on MOUs and penalties for noncompliance. Substantive changes or additions are noted in **red text**.

Each section of the Rubric explains a required or permitted item, subject, or provision. Because compensation plans are frequently the basis for findings of noncompliance, the Board encourages the parties to pay particular attention to the *Compensation Plan* section that begins on page 3. This section provides numerous examples and tips for ensuring a compliant compensation plan. The section on *Impermissible Items, Provisions, and Subjects* provides examples of noncompliance from previous compliance reports in an effort to assist parties in avoiding common issues of noncompliance.

The Board strongly encourages the parties to utilize the Rubric, as well as their most recent Compliance Report, to ensure that their 2019 CBA is compliant. Unfortunately, time and staffing constraints prevent IEERB staff from being able to provide an informal review of an entire tentative agreement or proposed CBA (except for those CBAs **for which pre-compliance review was recommended** and those that are subject to the prior approval penalty from the previous year).

There are additional resources on IEERB's website (www.in.gov/ieerb), including all applicable statutes and rules, as well as the IEERB Guide to CBA Compliance and a compliance checklist. Parties may wish to have a third party read and review their tentative agreement or proposed CBA, prior to ratification, to ensure that the terms of the CBA and compensation plan are clear and easy to understand.

2019 COMPLIANCE RUBRIC
REQUIRED PROVISIONS

All of these items must be included in the CBA and must comply with the requirements.

Required item	Description – Examples ¹ – Tips
Parties to the collective bargaining agreement (CBA)	<ul style="list-style-type: none"> • The names of the school employer and exclusive representative must be identified in the CBA.
Bargaining unit description is included and matches most recent IEERB order on unit composition	<ul style="list-style-type: none"> • The CBA’s description of the bargaining unit must match the description in the “Order Affirming Bargaining Unit” issued by IEERB in June 2016, unless the parties have complied with 560 IAC 2-2.1 to successfully amend the unit. • To be effective for the current CBA, IEERB must affirm any changes to the bargaining unit prior to ratification of the CBA. For more information on the effective date of a unit change, see 560 IAC 2-2.1. • Parties may only bargain terms for members of the bargaining unit described in the IEERB order. IEERB interprets terms in the order using their plain meaning, unless otherwise defined. For example, if the parties interpret the term “full-time” to include teachers assigned to less than 1.0 FTE positions, the unit description must reflect the parties’ interpretation prior to bargaining for those teachers. <p>TIP: Compare the unit description in your CBA to the IEERB order in effect on the date of ratification to ensure that the descriptions match. The most recent IEERB orders on bargaining units can be found on IEERB Search (https://ieerbsearch.ieerb.in.gov).</p> <p>TIP: The Board encourages parties to review IEERB guidance documents and contact IEERB prior to making a change. (See “Representation” section on IEERB’s website at www.in.gov/ieerb/2410.htm.)</p>
Term of the CBA cannot extend beyond the state biennium	<ul style="list-style-type: none"> • The CBA must include specific beginning and ending dates. Although the beginning and ending dates may be included on the cover page, the Board recommends that they be included as a term within the CBA. • The ending date cannot extend beyond June 30, 2021. <p>Examples</p> <ul style="list-style-type: none"> ▪ Compliant <ul style="list-style-type: none"> ○ The term of the CBA is from September 15, 2019 to June 30, 2020. ○ This Agreement is effective from July 1, 2019 through June 30, 2021. ▪ Not Compliant <ul style="list-style-type: none"> ○ The CBA is effective for the 2019-20 and 2020-21 school years. ○ The term of the CBA is from September 15, 2019 to July 31, 2021.
Ratified and signed by the parties on or after September 15	<ul style="list-style-type: none"> • The CBA must be ratified on or after <u>September 15</u>. • The “ratification date” and the “effective date” of a CBA have different meanings, even if both occur on the same day. Ratification refers to the date the CBA is voted upon (ratified) by the governing body. The effective date is the date on which the CBA terms become applicable to the parties. A 2019-

¹ The examples included throughout this document are illustrative only and are intended to promote a better understanding of the particular requirement.

20 CBA can be effective July 1, 2019 but can't be ratified until September 15, 2019, or after.

- Your CBA may include terms that are **effective** prior to ratification, but terms describing a period prior to the date the CBA is effective creates confusion and may be noncompliant.
- The CBA must include the date the CBA was ratified, and at least one agent of each party must sign the CBA. Although the ratification date may be included on the cover page, the Board recommends that the ratification date be included in the CBA.

Examples

- The CBA was ratified by both parties on September 20, 2019.
Signed: John Smith Signed: Alice Jones
- Signed: John Smith Date: 09/20/19
Signed: Alice Jones Date: 09/18/19

TIP: Sign and date the CBA at the time of ratification.

TIP: If you've left a blank on the signature page to write-in the day of the month on which the CBA was ratified, don't forget to complete it.

PERMISSIBLE PROVISIONS

These items may be included in the CBA, and if included, the item must comply with the requirements.

Permissible item	Description – Examples – Tips
Grievance procedure	<ul style="list-style-type: none"> • If arbitration is part of the grievance procedure, CBA must state whether it is advisory or binding arbitration. • If it is binding arbitration, the procedure must be limited to grievances about alleged violations of provisions within the scope of bargaining. It cannot include grievances for alleged violations of school board policy or other laws. • If it is advisory arbitration, grievances may include alleged violations of board policy, etc.
General definitions of CBA terms	<ul style="list-style-type: none"> • Definitions of general terms that apply throughout the CBA. <p>Examples</p> <ul style="list-style-type: none"> ▪ Days means calendar days unless otherwise specified. ▪ Teacher, when used in this contract, means each and every member of the bargaining unit as described.
Contract interpretation provisions	<p>Examples</p> <ul style="list-style-type: none"> ▪ Supremacy clause: This contract supersedes and cancels all previous agreements whether verbal or written between the school corporation and the association. ▪ Severability or Savings clause: If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this contract shall not be affected.
Other permissible non-subject provisions	<ul style="list-style-type: none"> • The parties cannot create a non-bargainable right or a right that is contrary to law (e.g., union gets a bulletin board in the teachers’ lounge; superintendent unilaterally sets all teacher salaries and may decrease salaries to an amount below the teacher’s July 1, 2015 salary, solely to conform to compensation plan).

REQUIRED SUBJECTS

The parties are required to bargain salary, wages, and salary and wage related fringe benefits. All agreements on these subjects must be included in the CBA. All **bargainable** increases to base salary must be included in a compensation plan that complies with Indiana Code § 20-28-9-1.5.

COMPENSATION PLAN	
Required Item	Description – Examples – Tips
<p>SALARY RANGE</p> <p>Must include salary range statement</p>	<ul style="list-style-type: none"> • The compensation plan must include a clear statement of the salary range of the lowest and highest annual salaries of all returning full-time bargaining unit members. • The lack of the required salary range statement will result in a finding of noncompliance, even if the salary range can be determined by reviewing other sections of the CBA (e.g., reviewing a salary schedule). • The required salary range statement: <ul style="list-style-type: none"> ▪ must reflect the annual salaries being paid to returning teachers at the beginning of the school year, before the contract increases (if applicable) take effect, and ▪ cannot include any increases or ISTRF contributions for the current contract period. • Parties may include other salary ranges in the compensation plan – e.g., salary range after increases, salary ranges including ISTRF contributions – but at a minimum must include the required salary range statement. <p>Example</p> <p>At the beginning of the 2019-20 school year, the salaries of returning full-time teachers were between \$35,000 and \$70,000.</p> <p>Under the compensation plan teachers will each get a \$1,500 salary increase.</p> <p>After the increase is awarded, full-time teachers will be making \$36,500 to \$71,500.</p> <ul style="list-style-type: none"> ▪ Required salary range statement: The salary range is \$35,000 to \$70,000. ▪ Optional additional salary range statements: <ul style="list-style-type: none"> ○ The salary range after increases are awarded will be from \$36,500 to \$71,500. ○ The salary range for teachers with a Bachelor’s degree is from \$35,000 to \$50,000. The range for teachers with a Master’s degree is from \$39,000 to \$70,000. ○ The salary range, including the school’s contribution to ISTRF is \$36,050 to \$72,100. <p>TIP: Avoid phrases like “will be” and “shall be” in the required salary range statement. These phrases indicate that the stated salary range “will be” as specified at some point, but may be something different currently.</p>
<p>STATEMENT IF NO SALARY INCREASE</p>	<ul style="list-style-type: none"> • If the parties bargain that there will be no base salary increase for the current contract period, the CBA must include a clear statement to that effect.

<p>Must include a statement if no increases are bargained</p>	<ul style="list-style-type: none"> • Failing to include a statement when the parties bargain no base salary increase will result in a finding of noncompliance. • Simply stating that teachers will receive a stipend is insufficient. The CBA must clearly state that there is no base salary increase. <p>Examples</p> <ul style="list-style-type: none"> ▪ For 2019-20, the parties have bargained that there will be no base salary increase. ▪ The amount of money allocated for base salary increases under the compensation plan for 2019-20 is \$0. ▪ All funds allocated to the compensation plan for 2019-20 will be paid as stipends and no base salary increases will be awarded. <p>NOTE: If the parties bargain that there are no base salary increases, but include a compensation plan, the compliance officer may review the plan. However, no findings of noncompliance will be made. The compliance officer may note any issues of noncompliance in the General Comments section.</p>
<p>ELIGIBILITY STATEMENT</p> <p>Must include a clear statement of eligibility for a salary increase</p>	<ul style="list-style-type: none"> • The compensation plan must include a statement – a description -- of eligibility for a salary increase. • Failing to include a statement of eligibility will result in a finding of noncompliance. Eligibility criteria will not be inferred from compensation plan factors or the factor definitions. • The statement of eligibility: <ul style="list-style-type: none"> ▪ must clearly state that teachers rated ineffective or improvement necessary in the prior school year are not eligible for any salary increase in the current year; ▪ should make it clear that teachers rated ineffective or improvement necessary in the prior year remain at their prior year salary, are not placed on to a new salary schedule, and do not advance on the current salary schedule; ▪ may include other eligibility criteria bargained by the parties; and ▪ must be stated separately from statements identifying and/or defining the compensation plan factors. • If the parties agree that teachers in their first two years of instructing students are exempt from the evaluation eligibility requirement, they must include a statement to that effect in the compensation plan. <ul style="list-style-type: none"> ▪ When bargained, this serves as an exception to the statutory evaluation rating eligibility requirement only, and not as a way to satisfy the evaluation rating factor, when used, unless that factor is so defined. • If exempting teachers as described above, parties should be sure that they use language that is consistent with the statutory requirement – e.g., use “teachers in their first two full school years of instructing students” not “teachers who have taught at the school for one or two years.” See Indiana Code § 20-28-9-1.5(e),(f). <p>Examples</p>

- Teachers rated ineffective or improvement necessary in the prior school year are not eligible for any salary increase in the current year and remain at their prior year salary.
- Teachers rated ineffective or improvement necessary in the prior school year are not eligible for a salary increase and remain at their prior year salary. However, teachers **in their first two full years of instructing students** are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year.
- Only teachers rated highly effective or effective in the prior school year are eligible for a salary increase in the current year. Teachers not rated, or rated ineffective or improvement necessary remain at their prior year salary.
- To be eligible for a salary increase in the current year, a teacher:
 - must not have been rated ineffective or improvement necessary in the prior school year, and
 - must have been employed by the corporation for at least 120 days in the prior school year.

Eligibility versus Factors

- **Eligibility** criteria are not the same thing as the factors on which a salary increase is based. Although they may be similar, eligibility criteria are threshold criteria – that is, the criteria **all** teachers must satisfy in order to be considered for a salary increase.

Because **eligibility** criteria determine which teachers enter the compensation plan and not what salary increase the teacher receives, eligibility criteria **cannot** apply to only some of the teachers. **Eligibility criteria must be the same for all teachers.**

- **Factors** are the requirements that a teacher must satisfy in order to actually receive the salary increase. It is possible for a teacher to be eligible for a salary increase, but not satisfy the factors to actually receive the increase.
- Parties may define eligibility criteria and factors the same way, but each must be clearly **and separately** identified in the compensation plan.
- Using evaluation rating and experience as eligibility criteria does not mean that evaluation and experience must also be used as factors.

Examples

Eligibility Statement:

A teacher who did not receive a highly effective or effective evaluation rating in the prior school year is not eligible for a salary increase in the current year and remains at their prior year salary. A teacher must also have been employed by the corporation for at least 120 days in the prior school year.

Factors for salary increase:

Evaluation: A teacher who received an evaluation rating of highly effective or effective in the prior school year will receive a \$1,000 salary increase.

	<p>Experience: A teacher who satisfies the INPRS requirement for a year of experience in the prior school year will receive a \$500 salary increase.</p> <p>Eligibility Statement: A teacher who did not receive a highly effective or effective evaluation rating in the prior school year is not eligible for a salary increase in the current year and remains at their prior year salary. A teacher must also have been employed by the corporation for at least 120 days in the prior school year.</p> <p>Factors for salary increase: Evaluation: A teacher who received an evaluation rating of highly effective or effective in the prior school year will receive a \$1,000 salary increase. Possession of a content area Master’s degree: A teacher who has a content area Master’s degree (as defined by IDOE) will receive a \$500 salary increase.</p> <p>TIP: If the parties use factors but provide \$0 base salary increase for the factor, it will be treated as an eligibility criterion UNLESS the \$0 amount is part of a differentiated salary increase.</p>
<p>SALARY INCREASE Salary increase must be for the current contract period</p>	<ul style="list-style-type: none"> • If parties have bargained a salary increase, the compensation plan must limit the salary increases to the current contract term. • Increases effective at a date after the current contract expires should not be included in the current contract, but should be included in the appropriate future contract. <p>TIP: If the salary increase is not retroactive to the beginning of the school year, the Board recommends that parties include the date that the increase becomes effective – e.g., The salary increase goes into effect on January 1, 2020.</p>
<p>SALARY INCREASE Method for determining salary increase must be described</p>	<ul style="list-style-type: none"> • All bargainable salary increases must be included in the compensation plan. <ul style="list-style-type: none"> ▪ Increases provided to teachers returning from extended leave must also be included in the compensation plan and must satisfy the requirements of IC 20-28-9-1.5, unless such increases are otherwise required by law (e.g. certain teachers who return from military service and are entitled to pay increases they would have earned but for the absence). • Increases described in other sections of the CBA, but not in the Compensation Plan, will result in a finding of noncompliance. • The plan must describe either the amount of the salary increase or the method by which increase will be calculated. • Increases resulting from transitioning to a new salary schedule must be clearly described in the compensation plan. Such increases will no longer be inferred from the new salary schedule. <ul style="list-style-type: none"> ▪ Failing to describe an increase resulting from the transition to a new salary schedule is likely to result in findings of noncompliance for an

increase outside of the compensation plan and an increase not based on the statutory factors.

- Additionally, because such increases are not described, the compliance officer is not able to confirm that they comply with the 50% cap on increases for education and experience.

Examples

- Teachers will receive a \$500 increase to their base salary for satisfying each of the two factors.
 - Teachers will receive a 2% increase to their base salary for satisfying each of the two factors.
 - The amount of increase will be determined by the number of points the teacher earns multiplied by \$300.
 - Teachers who satisfy the evaluation factor will transition to the 2019-20 salary schedule in the same row and column, receiving a \$500 increase.
 - \$100,000 will be divided by the total number of teacher points earned by eligible teachers. The resulting dollar value per point will be multiplied by the number of points the teacher earned.
 - Teachers who satisfy the evaluation factor will advance a row in their current column. Teachers who satisfy both the evaluation and education factors will advance one column to the right, but remain in their current row.
- The parties may bargain that the Superintendent has the discretion to award salary increases to one or more teachers, regardless of whether the teacher is a new hire or a returning teacher, but the increase must be:
 - based on the Academic Needs factor;
 - limited to bargained parameters or ranges (e.g., a set amount, a range of amounts, within the salary range, etc.); and
 - awarded during the term of the CBA.

Examples

- Compliant: The Superintendent shall have the discretion to increase an eligible teacher’s salary by an additional \$1,000 for meeting academic needs of students. Meeting academic needs of students is defined as the need to retain teachers important to the corporation.
- Not compliant: The Superintendent shall have the discretion to increase an eligible teacher’s salary by \$1,000. (This is not compliant because the discretionary increase is not based on the Academic Needs factor.)
- Not compliant: The Superintendent shall have the discretion to increase an eligible teacher’s salary based on the academic needs factor. (This is not compliant because there are no limits or ranges for the amount of the salary increase the superintendent can award.)

See the “Salary Increase Differential” section of the Rubric for more guidance on differentiated salary increases and the “New Hire Salaries” section for guidance on superintendent discretion in determining new hire salaries.

	<p>TIP: Watch out for “mixing” methods for calculating a salary increase as it creates an increased possibility of noncompliance. (e.g., don’t use a percentage for one factor + a flat amount for another factor or a flat amount for one factor + a pool divided by points for another factor.)</p> <ul style="list-style-type: none"> • If parties “mix” calculation methods, it is difficult (if not impossible) to determine that the compensation plan is compliant with the 50% requirement. If the compliance officer cannot determine that the plan is compliant, a finding of noncompliance will be issued. • NOTE that this applies only to how a salary increase is calculated, not the types of compensation. Parties may continue to give stipends in lieu of a salary increase to teachers whose salary is capped at the maximum. Parties may also continue to bargain stipends in addition to salary increases. <p>TIP: Clearly identify the Compensation Plan section in the CBA and make sure that all of the salary increases are described within that section.</p>
<p>COMBINATION OF FACTORS</p> <p>Must use a combination of statutory factors as basis for salary increase</p>	<ul style="list-style-type: none"> • Salary increases must be based on at least two of the following five factors: <ul style="list-style-type: none"> ▪ The number of years of a teacher’s experience ▪ Possession of an additional content area degree or credit hours beyond the requirements for employment. ▪ The results of an evaluation ▪ Assignment of instructional leadership roles ▪ Academic needs of students in the corporation • While the total possible salary increase under the compensation plan must be based on a combination of two or more factors, portions of the total possible increase can (and should) be attributed to individual factors. <p>Example</p> <p>The compensation plan provides for a total possible salary increase of up to \$1,000. Teachers who satisfy the evaluation factor receive \$500 and teachers who possess a content area Master’s degree receive \$500. (This is compliant because the compensation plan provides for up to \$1,000 based on a combination of evaluation and education factors, even though the individual \$500 increases are each attributed to a single factor.)</p> <ul style="list-style-type: none"> • If stipends are based on factors, the factors are not considered in the salary increase combination of factors requirement. <p>Example</p> <p>The compensation plan provides for both a salary increase and a stipend, using three factors: evaluation rating, a year of experience, and possession of a content area Master’s degree.</p> <ul style="list-style-type: none"> ▪ Compliant: The amounts for evaluation rating and possession of a content area Master’s degree are added to the base salary, and the amount for a year of experience is paid as a stipend. (This is compliant because the salary increase is based on at least two factors.) ▪ Not compliant: The amount for evaluation rating is added to the base salary, and the amounts for year of experience and possession of a Master’s degree are paid as a stipend. (This is not compliant because the salary increase is based on only one factor.)

	<p>TIP: Avoid using “education/experience” or “experience/degree” as a single factor on which a salary increase is based. If a compensation plan provides that the salary increase is based on “education/experience,” “experience/degree,” or something similar, the plan must define both of the factors and indicate how much each of the two factors contributes to the salary increase.</p>
<p>FACTOR DEFINITIONS Factors must be defined</p>	<ul style="list-style-type: none"> • The factors should be clearly defined so that teachers know what is required to satisfy the factor. • Increases attributed to a factor must be distributed in a manner consistent with the factor’s definition and not according to additional parameters beyond those required to satisfy the factor. • “Years of experience” (if used as a factor) must be defined with some measurable specificity (e.g., employed 120 days in a given school year; a year of service as defined by INPRS, etc.) • “Possession of an additional degree or credit hours” (if used as a factor) must be defined to show that the degree and/or credit hours are limited to content area and are in addition to what is required for employment. Content area is defined by the Indiana Department of Education and can be found on IEERB’s website at www.in.gov/ieerb/2411.htm. • “Assignment of instructional leadership roles” (if used as a factor) is defined by the parties. The parties have some flexibility in defining the factor, but it must be defined with some measurable specificity. • “Academic needs of students” (if used as a factor) must be defined with some descriptor -- it can’t just be defined as “academic needs.” The parties define the factor and may, but are not required to, use one or more of the definitions provided in Indiana Code §20-28-9-1.5(c): <ul style="list-style-type: none"> ▪ the subject or subjects taught by a given teacher, including but not limited to advanced placement or Cambridge International course, dual credit or other course taught by the teacher, special education, science, technology, engineering, mathematics, elementary math, elementary reading, and elementary literacy; ▪ the importance of retaining a given teacher in the corporation; and ▪ the need to attract an individual with specific qualifications to fill a teaching vacancy. <p>Examples</p> <p><u>Compliant</u></p> <ul style="list-style-type: none"> ▪ Year of experience is defined as having been employed by the school for at least 120 days in the prior school year. ▪ Eligible teachers will receive a \$1,000 increase to their base salary for possession of an eligible content area Master’s degree that is not otherwise required for employment. Eligible content areas mean any content area, as defined by IDOE, in which the teacher currently teaches or any other content area approved by the superintendent. ▪ Assignment of instruction leadership role means completing one of the following: (1) Teach a dual credit course; (2) be a volunteer tutor or provide after school hours assistance to students at least 10 hours per

	<p>semester; or (3) serve as a trainer in a professional development activity that has been pre-approved by the superintendent.</p> <ul style="list-style-type: none"> ▪ Academic Needs is satisfied by any one of the following: (1) attaining National Board certification; (2) serving on a curriculum development committee; or (3) participating in at least three hours of professional development to improve student outcomes. ▪ Academic needs means the need to retain teachers important to the corporation to ensure educational continuity. <p><u>Not compliant</u></p> <ul style="list-style-type: none"> ▪ Year of experience means an additional year of teaching. (“Additional year” needs more specificity – e.g., does it require 180 days? 120 days? etc.). ▪ Eligible teachers will receive a \$1,000 increase to their base salaries for having a Master’s degree. (Salary increases for possession of a Master’s degree must be limited to content area Master’s degree only.) ▪ Instructional leadership means engaging in activities in one of the five tiers of leadership. (Insufficient definition because it can’t be determined if it impacts the 50% restriction. If leadership factor is defined to include education or experience, it is considered in determining compliance with the 50% restriction.) ▪ Academic needs means meeting students’ academic needs.
<p>50% LIMITATION</p> <p>Education (“possession of an additional content area degree or credit hours”) and experience cannot account for more than 50% of the increase, except where intended to “reduce the gap” or implement a teacher retention catch-up increase.</p>	<ul style="list-style-type: none"> ▪ The 50% calculation is based on the total possible increase available under the compensation plan, not the actual increase for an individual teacher. ▪ The compensation plan must demonstrate that education and experience do not account for more than 50% of the increase unless the intent of the increase is to reduce the gap between the minimum salary and the average of the minimum and maximum salary or to implement an SEA 606 teacher retention catch-up increase. (See the Salary Increase Differential section of the Rubric for additional guidance on a salary increase to reduce the gap and teacher retention catch-up increases.) ▪ If the parties use education and/or experience as factors without indicating how much each factor contributes to the salary increase, the factors will be equally weighted. For example, if the increase is based on evaluation rating, experience and education, but no percentage or weight is attached, each factor is considered to be 33.33% of the increase, and therefore not compliant because education and experience make up 66.67% of the increase (unless the education or experience are intended to reduce the gap or implement a teacher retention catch-up). ▪ The total amount of increase attributable to education and/or experience must be paid in the current contract year. The parties cannot bargain to defer any part of the increase to a future year as a means of complying with the 50% requirement in the current contract period. <p>Examples – Demonstrating compliance with 50%</p>

Compensation plan clearly demonstrates compliance

Factors and amounts of increase

- Evaluation of highly effective or effective = \$1,000
- Experience = \$500
- Possession of a content area Master's degree = \$500

The maximum available increase = \$2,000.

Experience and education account for \$1,000 – or 50% - of the maximum increase available.

Compensation plan demonstrates compliance

Factors and amount of increase

- Evaluation rating of highly effective or effective
- Experience
- Teachers who satisfy both factors will receive a \$1,000 increase.

The maximum increase = \$1,000.

Because the factors are not weighted, the compliance officer assumes each factor contributes equally (50%) to the salary increase. Because there are no increases for education and experience does not exceed 50% of the total possible salary increase, it is compliant.

Compensation plan fails to demonstrate compliance

Factors and amounts of increase

- Evaluation of highly effective or effective
- Experience
- Teachers who satisfy both evaluation and experience will receive a \$1,000 increase.
- Possession of a content area Master's degree = \$500

The maximum available increase = \$1,500.

Because experience and evaluation are not weighted, the compliance officer assumes each factor contributes equally (50%) to the \$1000 salary increase. The \$500 increase for experience and the \$500 increase for education, when combined, account for \$1000 – or 66.67% - of the \$1,500 maximum possible increase. Because experience and education account for greater than 50% of the increase, it is not compliant.

- If parties bargain a salary increase to **reduce the gap** or an **SEA 606 teacher retention catch-up increase**, the amount of the specific increase is included in the maximum available increase, but is exempt from being included in the calculation of the 50% cap.
- In order to have the benefit of the reduce-the-gap exemption, the gap between the minimum and average salary must actually be reduced. If the gap is not reduced, the salary increase must comply with the 50% requirement.
- In order to have the benefit of an SEA 606 teacher retention catch-up increase, the increase must adjust the salary of teachers currently employed by the school corporation **in comparison to the starting salaries of new teachers**. If the increase does not demonstrate that it

	<p>is made in comparison to new teacher salaries, it must comply with the 50% requirement.</p> <ul style="list-style-type: none"> ▪ Any salary increase outside the compensation plan that is based on education and/or experience will be included in the 50% calculation. ▪ Any salary increase not described in the CBA or not attributed to a factor will be included in the 50% calculation. ▪ If the definition of “instructional leadership” or “academic needs of students” includes experience and/or possession of an additional content area degree or credit hours as criteria within the factor or the manner for distributing factor increases, the factor will be included in the calculation of the 50%. But Note -- If the academic needs factor is: (1) defined as experience or possession of a content area degree or credit hours and (2) is used as the salary increase to reduce the gap or implement an SEA 606 teacher retention catch-up, the amount of salary increase for the academic needs factor is exempt from the 50% restriction as long as the requirements for those exceptions have been met (see Salary Increase Differential section below). <p>TIP: If the parties use, but fail to define, the academic needs or instructional leadership factors, the Compliance Officer may be unable to confirm compliance with the 50% cap because they can’t tell if education and/or experience are criteria in these factors. Not being able to confirm compliance with the requirement may result in a finding of noncompliance.</p> <p>TIP: If the compensation plan provides for both a salary increase and a stipend, only the factors used for the salary increase will be considered in the 50% calculation. The factors used as the basis for the stipend are not included in the calculation.</p>
<p>SALARY INCREASE DIFFERENTIAL</p> <p>Any differential in 2018-19 salary increases is based on one or more of the statutory factors and complies with Indiana Code § 20-28-9-1.5</p>	<p>NOTE REGARDING SALARY INCREASE DIFFERENTIALS: Due to the complexity in identifying and assessing the compliance of salary increase differentials and in recognition of the numerous methods by which they may permissibly be bargained, the Board has determined for the 2019-21 biennium that parties are presumed to have exercised good faith in complying with the statutory prohibition on noncompliant salary increase differentials.</p> <p><u>IEERB will NOT issue findings of noncompliance for impermissible salary increase differentials during this biennium, but will note such issues as General Comments where they are found.</u></p> <ul style="list-style-type: none"> • A salary increase differential occurs when teachers receive a different amount or percentage of increase for satisfying the same factor or sub-factor – that is, the dollar amount or percentage amount that one teacher receives is different than another teacher who satisfies the same factor or sub-factor. • If teachers receive the same amount of increase for a factor, there is no salary increase differential. If teachers receive different increase amounts for a factor, there is a salary increase differential.

- A salary increase differential is permissible if all teachers who satisfy a compliant sub-factor receive the same amount of salary increase for the sub-factor.

Academic Needs (Indiana Code § 20-28-9-1.5(c))

- A salary increase differential, based on the Academic Needs factor, may be for:
 - a single teacher (e.g., AP Calculus teacher)
 - multiple teachers (e.g., Chemistry, Physics, and Computer Science teachers), or
 - a categorical group of teachers (e.g., all STEM teachers).
- Parties have additional flexibility in defining Academic Needs – see the Factor Definitions section of the Rubric for additional guidance on defining the factor.
- Parties can continue to use Academic Needs as the basis of a salary increase differential for some or all teachers.

For an example of a salary increase differential based on Academic Needs, see Model Compensation Plans at www.in.gov/ieerb/2411.htm.

Reducing the gap (Indiana Code § 20-28-9-1.5(d)(1))

- A salary increase differential may be used to “**reduce the gap**” between the minimum teacher salary and the average of the minimum and maximum teacher salary.
- A specific salary increase to reduce the gap is **exempt from the 50% requirement**. The 50% cap does not apply to the specific salary increase that is intended to reduce the gap as long as the gap is actually reduced.
- If the gap is not reduced, there is no exemption from the 50% requirement.
- The particular increase that is to reduce the gap must be clearly identified as such – e.g., “The salary increase for experience is to reduce the gap.”
- The salary range on which the “gap” is calculated must be clearly stated and accurately reflect the minimum and maximum salary of full-time returning teachers without any ISTRF contribution and before any increases are implemented for the current year. **(NOTE: This should be the same as your required salary range statement.)**
- If the salary range is incorrect, parties risk potential noncompliance if the compliance officer is unable to confirm that the salary increase reduces the gap as intended.
- The compensation plan must include sufficient information for the compliance officer to confirm that the gap has been reduced.
- The “average” and the “gap” can change each year because they are determined by the current year’s salary range for returning teachers.

How to reduce the gap

- The **average salary** is determined by adding the minimum and maximum salary in the salary range and dividing by two.

- The **gap** is the difference between the minimum and the average salary.
- To be compliant, the gap between the minimum and average salary must be smaller as a result of the specific “reduce the gap” salary increase. **NOTE:** Only the specific “reduce the gap” salary increase is used in determining if the gap has been reduced. The salary increases for other factors are not used in this determination.

Example

Salary range = \$32,000 to \$65,000

Average salary = \$48,500

Gap = \$16,500

Evaluation factor = \$1,000

Experience factor (The salary increase for experience is to reduce the gap)

- Teachers with 1 or 2 years’ experience = \$2,000
- Teachers with 3 or 4 years’ experience = \$1,500
- Teachers with more than 4 years’ experience = \$500

Minimum + reduce the gap increase = \$34,000 (\$32,000 + \$2,000)

Maximum + reduce the gap increase = \$65,500 (\$65,000 + \$500)

New range = \$34,000 to \$65,500

New average salary = \$49,550

New gap = \$15,550

The gap has been reduced by \$950. (\$16,500 - \$15,550)

TIP: In order to take advantage of the reduce-the-gap exemption from the 50% requirement:

- Parties must clearly identify the specific salary increase they are using to reduce the gap.
- The specific salary increase must actually reduce the gap between the minimum and average salaries.

If the specific increase is not identified, or the increase does not reduce the gap, the increase will be subject to the 50% restriction.

For an example of a salary increase differential designed to “reduce the gap”, see Model Compensation Plans at www.in.gov/ieerb/2411.htm.

NEW – Teacher Retention Catch-up (Indiana Code § 20-28-9-1.5(d)(2))

- A salary increase differential may be used to “allow teachers currently employed by the school corporation to receive a salary adjusted in comparison to starting base salaries of new teachers.”
- A specific “**teacher retention catch-up**” increase is exempt from the 50% requirement.
- Teacher retention catch-up increases **should be attributed to the academic needs factor**, but the teachers who receive the catch up increase may be identified using education and/or experience without risk of exceeding the 50% cap.

- The particular teacher retention catch-up increase must be clearly identified as such – e.g., “The salary increase for academic needs is a teacher retention catch-up increase.”
- Because teacher retention catch-up increases are salary adjustments made in comparison to new teacher salaries, they are necessarily limited by what the parties bargain for new teachers. (NOTE: If parties bargain that new teachers receive a salary commensurate with current teachers with similar education and experience, the parties’ will not be able to use a teacher retention catch-up.)

How to use a teacher retention catch-up

- Use the Academic Needs factor.
- Describe the current teachers who will receive the increase.
 - May be a specific teacher or group of teachers, or subject to superintendent discretion.
 - May be described using experience level, content area, educational attainment, current salary, or any other objective metric or combination of metrics that would allow a teacher to determine if the catch-up applies to them.
- Identify the amount of the increase, or the method of calculating the increase.
 - May be a specified amount or differentiated amounts.
 - May include superintendent discretion within bargained parameters (limited by discretionary parameters bargained for new hires).
- Describe how the increase amount represents a comparison to the starting salaries of new teachers.

Examples

- The academic needs factor is a teacher retention catch-up and is defined as the need to retain teachers with one or more years’ experience making less than the new teacher minimum by increasing these teachers’ salaries an additional \$1,000 in comparison to the \$1,000 increase in the new teacher minimum salary.
- The academic needs factor is a teacher retention catch-up and is defined as the superintendent’s discretion to adjust the salary of a current teacher up to an additional \$500 or the amount on the new teacher salary grid for a new teacher with comparable education and experience, whichever is lower.
- The academic needs factor is a teacher retention catch-up and is defined as the need to retain teachers making \$43,000 or more but less than \$45,000 with 8 years of experience by increasing their base salary to \$45,000, the starting salary of a new teacher with 8 years of experience.
- The academic needs factor is a teacher retention catch-up and is defined as the need to provide teachers in a hard-to-fill content area

	<p style="color: red;">with an increase not to exceed the amount of superintendent discretion in hiring a new teacher in that content area.</p> <p style="color: red;">For an example of a teacher retention catch-up salary increase, see Model Compensation Plans at www.in.gov/ieerb/2411.htm.</p>
<p>REDISTRIBUTION</p> <p>Any money for increases that would otherwise have gone to teachers rated ineffective or improvement necessary must be redistributed to eligible teachers</p>	<ul style="list-style-type: none"> • A redistribution plan is required when a compensation plan: <ul style="list-style-type: none"> ▪ Does not provide for distribution of all funds in an identified pot of money ▪ Provides for a set amount per teacher, factor, or point (e.g., \$1,000 if teacher satisfies all factors, \$500 for effective rating, \$100 per point, etc.) ▪ Provides for movement within a salary schedule • A redistribution plan is not required when the compensation plan utilizes only a pot of money that is entirely distributed under the plan. • Required components of a redistribution plan: <ul style="list-style-type: none"> ▪ The redistribution will be made to all teachers rated effective and highly effective based on one or more of the factors in Indiana Code § 20-28-9-1.5(b) ▪ The manner in which the redistribution will be paid (i.e., as a stipend or as an increase to base salary) ▪ The redistribution will be made in the current contract year <p>TIP: Merely reciting the statutory requirement that redistribution will occur, without the components described above, is insufficient and will result in a finding of noncompliance.</p> <p>TIP: A redistribution plan that provides for the parties to agree on a redistribution plan at a later date will result in a finding of noncompliance.</p> <p>TIP: If the compensation plan does not clearly demonstrate that a redistribution plan is not necessary, the parties must either include a redistribution plan or explain why a plan is not necessary (see second example below).</p> <p>Examples</p> <ul style="list-style-type: none"> • Any funds otherwise allocated for teachers rated ineffective or improvement necessary will be equally distributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend after all salary increases have been awarded for the current contract period. • \$100,000 will be divided by the total number of teacher points. The resulting dollar value per point will be multiplied by the number of points the teacher earned, and the entire \$100,000 will be distributed to eligible teachers. Therefore, a redistribution plan is not required. • Based on anticipated evaluation results, the parties believe that all funds will be distributed and that no redistribution will be necessary. However, in the event that there are funds that were otherwise allocated for teachers rated ineffective or improvement necessary, those funds will be equally redistributed to all teachers rated effective

	<p>or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year.</p>
<p>NEW HIRE SALARIES</p> <p>Must describe how salaries for newly hired teachers will be determined</p>	<ul style="list-style-type: none"> • Starting salaries for new hires must be bargained. • Starting salaries for new hires do not have to be specific salary amounts, but may include a range or a method of calculating. • Failing to include a provision for determining starting salaries for newly hired teachers will result in a finding of noncompliance. • The parties may bargain that the superintendent has the authority to set new hire salaries, but the authority must be limited to certain bargained parameters or ranges. <p>Examples</p> <p><u>Compliant</u></p> <ul style="list-style-type: none"> • The salary range for teachers hired at the beginning of 2018-19 is \$33,000 to \$50,000. The Superintendent has the discretion to set the new hire salary within this range, but the salary cannot exceed the salary of a veteran teacher with similar experience and education credentials. • A newly hired teacher shall be placed on the new teacher salary schedule in the column and row that corresponds to the teacher’s education and experience. The Superintendent has the discretion to place the new teacher one or two rows higher based on the needs of the corporation. <p><u>Not compliant</u></p> <ul style="list-style-type: none"> • The Superintendent has the discretion to determine the salary of a newly hired teacher based on the needs of the school corporation. (This is not compliant because there are no parameters or limitations on the amount of increase at the superintendent’s discretion.)
<p>STIPENDS (Optional)</p>	<ul style="list-style-type: none"> ▪ A stipend is not an increase to the base salary and is a non-recurring payment. ▪ Stipends are not subject to the requirements of Indiana Code § 20-28-9-1.5. This means stipends do not have to be part of the compensation plan, are not limited to teachers with effective or highly effective evaluation ratings, are not required to be based on a combination of factors, are not subject to the 50% restriction, and are not subject to the redistribution requirement. ▪ Stipends must be clearly labeled as such. If not identified as a stipend, it may be assumed to be a salary increase and found to be noncompliant. <p>Examples</p> <ul style="list-style-type: none"> • Clearly identified stipend: A teacher will receive a \$3,000 stipend for teaching a dual credit course. The stipend will be paid at the end of the school year.

	<ul style="list-style-type: none"> Not clearly identified and treated as subject to compensation plan requirements: A teacher will receive an additional \$3000 for teaching a dual credit course. <p>TIP: Although not required, the Board recommends that stipends be listed in the compensation plan.</p>
WAGES	
Ancillary duties – wages and other compensation	<ul style="list-style-type: none"> The parties may bargain only the compensation for an ancillary duty. The parties cannot bargain what constitutes an ancillary duty or any parameters, restrictions, or limitations on the school’s assignment of an ancillary duty. The school determines what constitutes an ancillary duty and how such duties will be assigned. However, duties and assignments are topics of discussion between the school employer and the exclusive representative. The compensation for an ancillary duty may be monetary or in the form of additional release or compensatory time. An ancillary duty may occur during or outside of the regular teacher work day. <p>Examples</p> <p><u>Compliant</u></p> <ul style="list-style-type: none"> Teachers will receive \$25 per hour when assigned the ancillary duty of covering a class period for another teacher. A teacher will be granted 1.5 hours of release/comp time for each hour the teacher covers a class period for another teacher. <p><u>Not compliant</u></p> <ul style="list-style-type: none"> The parties have agreed that covering a class period for another teacher is an ancillary duty and that the school will not assign a teacher to cover except in an emergency situation. No teacher will be assigned to cover a class period of another teacher more than one time per semester. <p>TIP: When describing wages (or other compensation) for an ancillary duty, clearly identify the wage/release time as compensation for an ancillary duty.</p> <p>TIP: Avoid language indicating that an ancillary duty assignment is voluntary or requires the agreement of the teacher. If parties have bargained the wage only for those teachers who volunteer for an ancillary duty, be sure to indicate the wage for those who don’t volunteer but are assigned, even if that wage is \$0.</p>
Extracurricular or co-curricular duties - wages	<ul style="list-style-type: none"> The parties may bargain only the compensation for an extracurricular or a co-curricular duty and only for unit members (e.g., they cannot bargain compensation for “lay” or “non-certified” staff who are hired for an ECA or CCA position). The parties cannot bargain a specific extracurricular or co-curricular position, or any parameters, restrictions, or limitations on the number of positions, the parameters of the position or duty, or who is selected for the position.
Other permissible wage/salary items	<ul style="list-style-type: none"> Wage payments may be in the form of an hourly wage or a set amount per activity or duty.

	<ul style="list-style-type: none"> Parties must include all bargained and agreed to items relating to salary and wages. <p>Examples</p> <ul style="list-style-type: none"> Wage payment agreements Dues deductions Salary for extended contracts Salary for supplemental service contracts² General payroll deductions <p>Wage payment agreements are agreements pursuant to Indiana Code § 20-26-5-32.2 between the parties regarding the frequency of salary payments where the frequency will be different than that required under Indiana wage payment laws.</p>
<p>SALARY AND WAGE RELATED FRINGE BENEFITS</p>	
<p>Any benefit, other than direct salary or compensation, received by the school employee from the school employer must be bargained</p>	<ul style="list-style-type: none"> Statutory examples of salary and wage related fringe benefits: <ul style="list-style-type: none"> Accident Sickness Health Dental Vision Life Disability Retirement benefits Paid time off as may be bargained under Indiana Code § 20-28-9-11 Other examples include, but are not limited to: <ul style="list-style-type: none"> Unpaid leave Wellness plans Section 125 plans Travel allowance Severance pay Expanded criminal history background checks³

² Indiana Code § 20-28-6-7(d) provides that the superintendent shall determine the salary for a supplemental service (including summer school) contract. However, the superintendent may determine that the supplemental service salary will be bargained.

³ Beginning July 1, 2017, “A school corporation, charter school, or nonpublic school may agree to pay the costs associated with obtaining an expended criminal history background check for an employee.” Indiana Code § 20-26-5-10(i).



IMPERMISSIBLE ITEMS, PROVISIONS, AND SUBJECTS

Bargaining is limited to salaries, wages, and salary and wage related fringe benefits. The list of items, provisions, and subjects that cannot be bargained is lengthy. The following list of non-bargainable items, provisions, and subjects is not exhaustive and is derived from prior compliance reports. Including any of these items, provisions, or subjects in the CBA will generally result in a finding of noncompliance.

Item/provision/subject	Description – Examples - Tips
Rights or provisions for non-unit members	<ul style="list-style-type: none"> • The exclusive representative does not have authority to bargain any rights or provisions on behalf of individuals who are not bargaining unit members.
Rights of the exclusive representative president, designee, or members	<ul style="list-style-type: none"> • The parties may bargain leave time for the association president, designee, or members, but cannot bargain things like: the right to visit schools, access to buildings, use of school email, access to mailboxes, etc. Bargaining is limited to leave time and other salary/wage related fringe benefits. • The parties cannot bargain preferences for unit members (e.g., right of first refusal for an ECA position).
Number of ECA/CCA positions	<ul style="list-style-type: none"> • The parties cannot bargain the number of or any limit on the number of ECA or CCA positions. See extracurricular/co-curricular duties in Wages section above. • The parties cannot bargain to create or eliminate an ECA position. The school corporation determines which ECA positions are necessary, and the parties bargain the compensation for those positions/duties. <p>TIP: If the parties do not bargain but wish to include the number of or limits on the number of ECA/CCA positions solely for informational or reference purposes, they must include a statement that the number of positions was not bargained, but is included for informational purposes only – e.g., Any information in the ECA schedule beyond the name of the position and the salary/wage for the position was not bargained and is included for informational purposes only. Failure to include this or a similar statement will result in a finding of noncompliance.</p>
Limits on school corporation’s ability to rehire retired teachers	<ul style="list-style-type: none"> • The parties cannot bargain any restrictions on the school corporation’s ability to “rehire” a retired teacher (e.g., school can rehire a retired teacher only for shortage areas, only if no other candidates, only for one year, etc.). • The parties may only bargain salary, wages, and salary and wage related fringe benefits for rehired retired teachers.
What constitutes an ancillary duty and limits on the school’s assignment of an ancillary duty	See ancillary duties in Wages section above
The number of teacher contract or extended contract days or the use of contract days	<ul style="list-style-type: none"> • The parties cannot bargain: <ul style="list-style-type: none"> ▪ the number of regular teacher contract days ▪ the number of extended contract days ▪ which teachers will receive extended contracts ▪ how contract days will be used <p>TIP: If the parties do not bargain but wish to include the number of regular or extended contract days solely for informational or reference purposes, they must include a statement that the number of days was not bargained, but is included for</p>

	informational purposes only. Failure to include this statement will result in a finding of noncompliance.
Miscellaneous provisions that resulted in a finding of noncompliance. These types of provisions are not bargainable.	<ul style="list-style-type: none"> • Restrictions on conversations between prospective retirees and school corporation officials regarding potential post-retirement employment • Terms related to scheduling faculty meetings or professional development • Provision of a certified substitute as a full-time aide to be assigned to the association president • Teacher participation in parent-teacher conferences • Required attendance at professional development (can bargain compensation for attendance, but can't bargain that attendance is required) • Preparation or planning time • The number of members on a committee or when the committees will meet • Distribution of the teacher appreciation grant award • Any component of the teacher evaluation plan or process • Teachers rated improvement necessary may request a private conference with the Superintendent.⁴ • Supplemental payments pursuant to IC 20-28-9-1.5(a)⁵
MOU bargained outside the timeline unless pursuant to a Board order or falls within one of the exceptions	<p>Any MOU ratified by the parties outside the bargaining timeline is noncompliant unless one of the following exceptions applies:</p> <ol style="list-style-type: none"> (1) Newly discovered information or an unanticipated event that was not known or available at the time the parties ratified the original CBA. This exception will be decided on a case-by-case basis by the compliance officer. (2) Nonrule policy guidance issued by the board addressing unanticipated circumstances impacting multiple bargaining parties and allowing parties to bargain and ratify a limited MOU outside of the bargaining timelines.
Provisions not permitted per Indiana Code § 20-29-6-2	<p>Any provisions that conflict with:</p> <ul style="list-style-type: none"> ▪ any right or benefit established by federal or state law ▪ school employee rights as set forth in I.C. §§ 20-29-4-1, 20-29-4-2 ▪ school employer rights set forth in I.C. § 20-29-4-3 ▪ restructuring options available as described in I.C. § 20-29-6-2(a)(4) ▪ the school employer's ability to work with an education entity as provided in I.C. § 20-29-6-2(a)(5)

⁴ While this may be part of the evaluation plan, it is not a permitted subject of bargaining.

⁵ The supplemental payments under IC 20-28-9-1.5(a) are the discretionary payments the school corporation may make to a teacher who: (1) teaches an advanced placement course or a Cambridge International course; (2) earned a Master's degree in a content area directly related to a dual credit or another course taught by the teacher; (3) is a special education professional; (4) teaches in the areas of science, technology, engineering, or mathematics; or (5) an elementary school teacher who earns a Master's degree in math, reading, or literacy. This is not the same as the compensation for a supplemental service contract pursuant to IC 20-28-6-7(d).

MOUs

An MOU is an agreement ratified by the school employer and the exclusive representative that changes or modifies the CBA. Any MOU that changes or modifies the CBA must be submitted for compliance review. **In addition to the items listed below, the items, provisions, and subjects of an MOU are subject to the same requirements as the items, provisions, and subjects in a CBA as described above.**

Item	Description – Examples - Tips
MOU must be ratified, signed, and dated.	<ul style="list-style-type: none"> • At least one agent of each party must sign the MOU. <p>Examples</p> <ul style="list-style-type: none"> ▪ Compliant: “The MOU was ratified by both parties on February 5, 2020. Signed: <u>John Smith</u> Signed: <u>Alice Jones</u>” ▪ Compliant: “Signed: <u>John Smith</u> Date: <u>02/05/20</u> Signed: <u>Alice Jones</u> Date: <u>02/06/20</u>” <p>TIP: Sign and date the MOU at the time of ratification.</p>
MOU must be submitted within ten (10) business days after ratification	<ul style="list-style-type: none"> • Failing to submit the MOU within the timeline may result in a finding of noncompliance and a potential penalty of prior approval for subsequent CBAs or MOUs. <p>TIP: Submit the MOU immediately after last signature obtained.</p>
Written statement of need for MOU	<ul style="list-style-type: none"> • When submitting an MOU, the parties must include a written explanation of the need for the MOU. • Because an MOU is not compliant unless it satisfies one of the exceptions (see section below), it is essential that the parties provide sufficient information explaining why the MOU is necessary.
If MOU is ratified outside of the bargaining timelines, it must satisfy one of the exceptions for compliance	<ul style="list-style-type: none"> • An MOU ratified outside the bargaining timelines is not compliant UNLESS either of the following is applicable: <ul style="list-style-type: none"> ▪ Newly discovered information or an unanticipated event that was not known or available at the time the parties ratified the original CBA; or ▪ Nonrule policy guidance issued by the board addressing unanticipated circumstances impacting multiple bargaining parties allowed the parties to bargain and ratified a limited MOU outside the bargaining timelines. <p>TIPS</p> <ul style="list-style-type: none"> ▪ Correcting an error in a CBA is not considered “newly discovered information or an unanticipated event.” ▪ If an event is originally unanticipated, but likely to recur in the future, the parties may use an MOU to address the issue initially, but should address the issue in the next CBA. Multiple MOUs on the same event or issue do not satisfy the exception for an “unanticipated event.” ▪ At the parties’ request, IEERB will review and “pre-approve” a proposed MOU. For information about this process, please contact Sarah Cudahy at scudahy@ieerb.in.gov.

EXAMPLES

Pre-approved and compliant

- Parties are notified on April 1 that health insurance premiums are going to increase effective September 1. Open enrollment for teachers is August 1 to August 31. The parties need to bargain how the increase will be apportioned between the school and the teachers in order for teachers to make an informed decision during open enrollment. Because formal bargaining does not begin until after open enrollment and the effective date of the insurance increase, the parties ratify an MOU for the 2019-20 school year.
- Parties learn from their spring ADM count that there will be a significant decline in state tuition support for the following year. In an effort to offset the loss of revenue, the parties want to offer a retirement incentive for teachers to retire at the end of the current school year. They bargain the retirement incentive in May and ratify an MOU that expires the same date as the current CBA.

Not pre-approved and not compliant

- During the formal bargaining period, parties discovered a discrepancy in how credit for prior experience was calculated for teachers hired before the 2013-14 school year. They wanted to adjust the experience credit of the affected teachers (and the teacher’s respective salary) to conform to the experience credit awarded to teachers hired since the 2013-14 school year, but could not reach agreement prior to the end of formal bargaining. The parties ratified the CBA without including the “adjustment” provision. Three months later, the parties propose an MOU to address the discrepancy adjustment and request that IEERB review their tentative MOU for approval before they ratify.

IEERB does not approve the MOU because it does not satisfy the exception for newly discovered or unanticipated information at the time of bargaining. The parties were aware of this discrepancy at the time of bargaining, but did not include it in the CBA. Citing a lack of time to complete negotiation on the issue prior to ratifying the CBA as the reason for the MOU is not compliant.

PENALTY FOR NONCOMPLIANCE

Indiana Code § 20-29-6-6.1(f) provides that, if the Board finds that a collective bargaining agreement, including a compensation plan, is not compliant, it must issue an order that may require the parties to “cease and desist from all identified areas of noncompliance” or that prevents parties “from ratifying any subsequent collective bargaining agreements until the parties receive written approval from the board or the board’s agent.”

Penalty	When the penalty is ordered and what it means
Cease and desist	<ul style="list-style-type: none"> • Will be ordered if there are any findings of noncompliance. • “Cease and desist” means that, for any finding of noncompliance, the parties must fix it in the next CBA – i.e., add a provision, remove a provision or change a provision to make it compliant. <p>TIP: Failure to correct a previous finding of noncompliance is a factor in the determination of prior approval.</p>
Prior approval	<ul style="list-style-type: none"> • An order of prior approval is based on the nature and seriousness of the noncompliance. • The Board looks at: <ul style="list-style-type: none"> ▪ the number of findings of noncompliance; ▪ the gravity or substance of the noncompliance; and ▪ The number of repeat findings of noncompliance. • Multiple repeat findings of noncompliance are more likely to result in a penalty of prior approval because the parties have been given a year to correct the noncompliance, but failed to do so. • “Prior approval” means that the parties must submit their tentative/proposed agreement to the compliance officer to review and approve before they can ratify the agreement. • Before the parties can ratify their tentative/proposed agreement, they must have received written approval from the compliance officer. <p>TIP: If parties receive a prior approval penalty on their previous CBA, they are encouraged to submit their subsequent tentative/proposed agreement for the compliance officer’s review as early as possible. If the review requires the parties to make any changes before written approval is given, early submission allows the parties to make those changes and receive approval within the bargaining timelines.</p>

2019 MODEL COMPENSATION PLAN #1

Salary Increase

No salary increase differential

I. Salary Range

\$35,000 to \$67,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. Amount available for base salary increases: \$200,000

B. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

C. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
3. Possess a content area Master's degree – The teacher has a Master's degree in a content area as defined by the Indiana Department of Education.

D. Distribution – Points awarded for each factor

Effective or Highly effective	10 points
Experience	2 points
Content area Master's degree	8 points

- The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
- Salary increase amounts are determined by multiplying each teacher's points by the dollar value per point.
- The maximum number of points a teacher can earn = 20 points.
- The combination of education and experience account for 50% of the maximum available salary increase.

E. Redistribution

Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

2019 MODEL COMPENSATION PLAN #1-A

Salary increase + Stipend

No salary increase differential

I. Salary Range

\$35,000 to \$67,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

B. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
3. Possess a content area Master's degree – The teacher has a Master's degree in a content area as defined by the Indiana Department of Education.

C. Distribution – amounts to be added to a teacher's base salary

1. Evaluation factor = \$1,000
2. Experience factor = \$500
3. Master's degree factor = \$500

The combination of education and experience accounts for 50% of the maximum available salary increase. ($\$1000/\$2,000 = 50\%$)

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

III. Stipends

A. Amount of stipend = \$500

B. General Eligibility

Only teachers who receive an evaluation rating of highly effective or effective are eligible for a stipend. A teacher will receive only one stipend, even if the teacher completes more than one of the activities in Section C.

C. Basis for stipend

1. Teaching a dual credit or AP class during the current school year.
2. Completing National Board certification during the current school year.
3. Making a presentation at a corporation-wide professional development meeting during the current school year.
4. Serving on a school improvement committee and attending all of the committee meetings during the current school year.

D. Distribution

The one-time stipend will be paid with the last payroll for the current school year.

2019 MODEL COMPENSATION PLAN #1-B

Salary Increase

No Salary Increase Differential

I. Salary Range

\$40,000 to \$68,500, not including current year increases or TRF contributions.

II. Base Salary Increases

A. General Eligibility

1. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is currently receiving the highest salary commensurate with the teacher's educational attainment is not eligible for a salary increase.

B. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Possess a content area Master's degree – The teacher earned Master's degree in a content area as defined by the Indiana Department of Education after January 1, 2019.

C. Distribution – Advancing on the Salary Schedule (See Salary Schedule attached as Appendix A)

1. A teacher in the Bachelor's column who satisfies the evaluation rating but does not possess a content area Master's degree will advance a row in the Bachelor's column.
2. A teacher in the Master's column who satisfies the evaluation rating will advance a row in the Master's column.
3. A teacher in the Bachelor's column who satisfies the evaluation rating and is in the first year of possessing a content area Master's degree (completed after January 1, 2019) will advance to the Master's column, but remain in the same row.

The increase for advancing a row in either column is \$1,500.

The increase for advancing a column (but staying in the same row) is \$3,000. \$1,500 is for evaluation rating, and \$1,500 is for the first year of possessing a content area Master's degree. (Education = 50% of the increase)

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

III. Stipends

A teacher rated effective or highly effective that is receiving the maximum salary commensurate with the teacher's educational attainment, as stated on the 2019-20 salary schedule, will not receive an increase to their base salary, but will receive a stipend in the amount of \$1,500.

Appendix A
2019-20 Salary Schedule

Row	BA/BS	MA/MS
1	\$40,000	\$43,000
2	\$41,500	\$44,500
3	\$43,000	\$46,000
4	\$44,500	\$47,500
5	\$46,000	\$49,000
6	\$47,500	\$50,500
7	\$49,000	\$52,000
8	\$50,500	\$53,500
9	\$52,000	\$55,000
10	\$53,500	\$56,500
11	\$55,000	\$58,000
12	\$56,500	\$59,500
13	\$58,000	\$61,000
14	\$59,500	\$62,500
15	\$61,000	\$64,000
16		\$65,500
17		\$67,000
18		\$68,500
19		\$70,000
20		\$71,500
21		\$73,000
22		\$74,500

\$1,500 for advancing a row in either column: \$1,500 for evaluation rating.

\$3,000 for advancing a column in same row: \$1,500 for evaluation rating, and \$1,500 for first year of possessing a content area Master's degree. (Education = 50% of the salary increase).

2019 MODEL COMPENSATION PLAN #2
Salary Increase Differential for Evaluation Rating

I. Salary Range

\$35,000 to \$67,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

B. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
3. Possess a content area Master's degree – The teacher has a Master's degree in a content area as defined by the Indiana Department of Education.

C. Distribution –Amounts to be distributed as base salary increases

1. Highly Effective evaluation rating = \$800
2. Effective evaluation rating = \$700
3. Experience = \$400
4. Content area Master's degree = \$400

The combination of education and experience accounts for 50% of the maximum available salary increase ($\$800/\$1,600 = 50\%$).

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

2019 MODEL COMPENSATION PLAN #2-A
Salary Increase Differential for Evaluation Rating

I. Salary Range

\$35,000 to \$67,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. Amount available for base salary increases: \$300,000

B. General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

C. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
3. Possess a content area Master’s degree – The teacher has a Master’s degree in a content area as defined by the Indiana Department of Education.

D. Distribution – Points awarded for each factor

Highly effective	10 points
Effective	9 points
Experience	2 points
Content area Master’s degree	8 points

- The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
- Salary increase amounts are determined by multiplying each teacher’s points by the dollar value per point.
- The maximum number of points a teacher can earn = 20 points.
- The combination of education and experience account for 50% of the maximum available salary increase.

E. Redistribution

Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

2019 MODEL COMPENSATION PLAN #3
Salary Increase Differential based on Academic Needs
Academic Needs defined as need to retain teachers with lower salaries

I. Salary Range

\$32,000 to \$65,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. General Eligibility

To be eligible for a salary increase, a teacher:

1. Must not have been rated ineffective or improvement necessary in the prior year, AND
2. Must have been employed at least 120 days in the prior year.

A teacher who does not satisfy these eligibility criteria remains at their prior year salary.

B. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior school year.
3. Academic Need – The importance of retaining teachers in the corporation whose salary is less than \$37,000.

C. Distribution – amounts to be added to a teacher’s base salary

1. Evaluation rating of highly effective or effective = \$1,000
2. Year of experience = \$300
3. Academic Needs
 - a. Teacher with salary less than \$34,000 after increase for evaluation and experience = \$1,500
 - b. Teacher with salary between \$34,001 and \$36,000 after increase for evaluation and experience = \$1,000
 - c. Teacher with salary between \$36,001 and \$36,999 after increase for evaluation and experience = \$500

The experience factor accounts for 11% of the maximum available salary increase (\$300/\$2,800)

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

2019 MODEL COMPENSATION PLAN #3-A
Salary Increase Differential based on Academic Needs
Academic Needs defined as the subjects of secondary science, technology, and math

I. Salary Range

\$32,000 to \$65,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. General Eligibility

To be eligible for a salary increase, a teacher:

1. Must not have been rated ineffective or improvement necessary in the prior year, AND
2. Must have been employed at least 120 days in the prior year.

A teacher who does not satisfy these eligibility criteria remains at their prior year salary.

B. Factors and definitions

1. Evaluation rating means a highly effective or effective evaluation rating for the prior year.
2. Year of experience means being employed in the corporation for at least 120 days in the prior school year.
3. Academic Need means teaching any of the following subjects at the secondary level:
 - a. Science
 - b. Technology
 - c. Mathematics

C. Distribution – amounts to be added to a teacher’s base salary

1. Evaluation rating of highly effective or effective = \$1,000
2. Year of experience = \$300
3. Academic Needs
 - a. Science = \$2,000
 - b. Technology = \$1,800
 - c. Mathematics = \$1,500

The experience factor accounts for 9% of the maximum available salary increase (\$300/\$3,300)

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

2019 MODEL COMPENSATION PLAN #4
Salary Increase Differential to “Reduce the Gap” based on Experience

I. Salary Range

\$32,000 to \$65,000, not including current year increases or TRF contributions.

II. Average and Gap

The average of the minimum and maximum teacher salary = \$48,500

The gap between the minimum and average salaries = \$16,500

III. Base Salary Increases

A. General Eligibility

To be eligible for a salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year. A teacher who received a rating of ineffective or improvement necessary remains at their prior year salary.

B. Factors and definitions

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of experience – The teacher was employed in the corporation for at least 120 days prior to the beginning of the 2018-2019 school year.

C. Distribution – amounts to be added to a teacher’s base salary

1. Evaluation rating = \$1,000
2. Year of experience -- **The salary increase for experience is to reduce the gap**¹
 - a. Teachers with one or two consecutive years’ experience with the corporation = \$2,000
 - b. Teachers with three or four consecutive years’ experience with the corporation = \$1,500
 - c. Teachers with five or more consecutive years’ experience with the corporation = \$500

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

IV. New minimum and maximum, Average, and Gap after the “reduce the gap” salary increase is implemented²

New minimum and new maximum = \$34,000 to \$65,500³

The average of the new minimum and maximum teacher salary = \$49,750

The gap between the new minimum and average salaries = \$15,750

The gap has been reduced by \$750.

¹ The specific increase differential that is used to reduce the gap must be clearly identified.

² Note: The increase for experience is exempt from the 50% cap because the specific salary increase to reduce the gap is based on a factor, clearly identified and actually reduces the gap.

³ For purposes of determining if the gap has been reduced by the specific salary increase, the new minimum and maximum salaries are determined by adding the “reduce the gap” increase to the previous minimum salary and to the previous maximum salary. In this case the new minimum is \$34,000 (\$32,000 + \$2,000), and the new maximum is \$65,500 (\$65,000 + \$500).

2019 MODEL COMPENSATION PLAN #4-A
Salary Increase Differential to “Reduce the Gap” based on Academic Needs

I. Salary Range

\$32,000 to \$65,000, not including current year increases or TRF contributions.

II. Average and Gap

The average of the minimum and maximum teacher salary = \$48,500

The gap between the minimum and average salaries = \$16,500

III. Base Salary Increases

A. General Eligibility

To be eligible for a salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year. A teacher who received a rating of ineffective or improvement necessary remains at their prior year salary.

B. Factors and definitions

1. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Academic need – The need to retain teachers whose current salary is less than \$37,000.

C. Distribution – amounts to be added to a teacher’s base salary

1. Evaluation rating = \$1,000
2. Academic Needs – **The salary increase for academic needs is to reduce the gap**¹
 - a. Teachers whose current salary is between \$32,000 and \$32,999 = \$2,000
 - b. Teachers whose current salary is between \$33,000 and \$34,999 = \$1,750
 - c. Teachers whose current salary is between \$35,000 and \$36,999 = \$1,500

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

IV. New minimum and maximum, Average, and Gap after salary increases are implemented

New minimum and new maximum = \$34,000 to \$65,000²

The average of the new minimum and maximum salary = \$49,500

The gap between the new minimum and average salaries = \$15,500

The gap has been reduced by \$1,000

¹ The specific increase differential that is used to reduce the gap must be clearly identified.

² For purposes of determining if the gap has been reduced by the specific salary increase, the “new” minimum is the sum of the old minimum + the “reduce the gap” increase. The new maximum is the sum of the old maximum + the “reduce the gap” increase. In this case, the new minimum is \$34,000 (\$32,000 + \$2,000), and the maximum remains the same (\$65,000 + \$0).

2019 MODEL COMPENSATION PLAN #5
Salary Increase Differential to implement a Teacher Retention Catch-Up

I. Salary Range

\$37,000 to \$70,000, not including current year increases or TRF contributions.

II. Base Salary Increases

A. General Eligibility

To be eligible for a salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year. A teacher who received a rating of ineffective or improvement necessary remains at their prior year salary.

B. Factors and definitions

1. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Year of Experience – The teacher was employed in the corporation for at least 120 days in a given school year.
3. Academic need – The need to retain teachers with one or more years' experience with a salary at or below the new teacher minimum by increasing these teachers' salaries up to an additional \$1,500 in comparison to the increase in the new teacher minimum salary.

C. Distribution – amounts to be added to a teacher's base salary

1. Evaluation rating = \$1,000
2. Experience = \$250
3. Academic Needs – **The salary increase for academic needs is a teacher retention catch-up**¹
 - a. Teachers with at least 1 year of experience whose current salary is \$37,000 prior to increases = \$1,500
 - b. Teachers with at least 2 years' of experience whose current salary is \$37,500 or less prior to increases = \$1,000
 - c. Teachers with at least 3 years' of experience whose current salary is \$38,500 or less prior to increases = \$500
 - Experience accounts for approximately 9% of the total possible increase (\$250/\$2,750).²

D. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

III. Teacher Retention Catch-Up New Teacher Salary Comparison

2018-19 New Teacher Starting Minimum Salary = \$37,000

2019-20 New Teacher Starting Minimum Salary = \$38,500

Increase in New Teacher Starting Minimum Salary = \$1,500

¹ The specific increase differential that is used to implement the teacher retention catch-up must be clearly identified.

² Because the academic needs increase is designated as a teacher retention catch-up, it is exempt from the 50% calculation despite including an experience component.

School Employee Exclusive Representative Affidavit

[NOTE: DO NOT SEND ANY INFORMATION THAT WOULD IDENTIFY A PARTICULAR SCHOOL EMPLOYEE, INCLUDING BUT NOT LIMITED TO NAMES (with the exception of the president, who must provide name and sign the affidavit)]

Comes now _____, President of the _____, the exclusive representative of the bargaining unit of school employees of _____, being first duly sworn upon his or her oath, and testifies as follows:

1. Number of members of the exclusive representative (corporation-wide) as of September 16, 2019: _____
2. [EITHER] Number of members of the exclusive representative as of September 16, 2019 by building:[name of building]____; [number of members]____; [OR] Attached is a signed, separate document to this affidavit that lists the number of members of the exclusive representative by building as of September 16, 2019.

I affirm under penalties for perjury that the foregoing representations are true and accurate to the best of my knowledge and belief.

Exclusive Representative President Name

Date

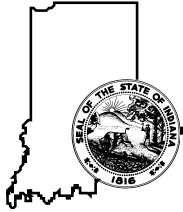
Exclusive Representative President Signature

Exclusive Representative Email Address

[Recommended] To the best of my knowledge, the number of bargaining unit members¹ (corporation-wide) as of September 16, 2019, is _____.

Exclusive Representative President Signature

¹ A bargaining unit member is defined as an employee who is paid under the terms of the teacher collective bargaining agreement also known as the teacher contract.



STATE OF INDIANA

ERIC J. HOLCOMB, Governor

INDIANA EDUCATION EMPLOYMENT RELATIONS BOARD

143 West Market Street Suite 400

Indianapolis, IN 46204

Telephone: (317) 233-6620

Fax: (317) 233-6632

<http://www.in.gov/ieerb>

November 15, 2019

Dear School Employee:

You are receiving this letter pursuant to statute because less than a majority of represented school employees in your school corporation are members of the exclusive representative/union. *See Ind. Code § 20-29-5-8.*

The following is an overview of your right to representation in collective bargaining and the ability to change your exclusive representative:

- **Right to representation:** You have the right to form, join, or assist school employee organizations, and to participate in collective bargaining with school employers through an exclusive representative. The exclusive representative represents all bargaining unit members. You must receive notice of all changes to the unit. You have the right to challenge any change to the bargaining unit that impacts you by filing a complaint. A draft complaint is available on IEERB's website.
- **Right to change your representative or have no representative:** 20% of bargaining unit members may file a petition asserting that the exclusive representative is no longer the representative of the majority of school employees in the unit. A school employee organization may file a petition asserting that 20% of the employees in the bargaining unit wish to be represented by the school employee organization, or that the designated exclusive representative is no longer the representative of the majority of school employees in the unit. A petition for representation may be filed January 15 through February 15 or July 1 through July 30. A draft petition is available on IEERB's website.

This letter is for informational purposes only. It does **not** change the status of your exclusive representative.

Additional information about representation can be found on IEERB's website at <http://www.in.gov/ieerb/2410.htm>. If you have questions about the information presented in this letter or about representation, please contact IEERB at Questions@ieerb.in.gov.

Sincerely,

/s/ Stacey Hughes

Stacey Hughes, Ph.D., Interim Executive Director
Indiana Education Employment Relations Board

**2018-2019 Collective Bargaining Reporting
Sboa School Unit**

Area Type	Urban
Number of teacher contract days	185
Number of teacher contract hours	7.5
Full Time Teachers (FT)	
<i>Teacher is defined as a certificated employee on a regular teachers contract who is not also on a regular administrators contract. This should include all certificated employees whose primary responsibility is the instruction of students as referenced in IC 20-18-2-22.</i>	
Total number of "Full Time" teachers in 2018-2019	259
Total number of years of experience for all FT teachers	3,000
Salaries for all Full Time Teachers	
Total of salary costs for all FT teachers 2018-2019. FT teacher salary is the amount listed on the regular teachers contract.	\$2,590,000
Total dollar amount of FT teachers' salaries funded by federal grants	\$2,590,000
Total dollar amount of FT teachers' salaries funded by property tax referendum	\$2,590,000
Minimum annual teacher salary FT 2018-2019	\$20,000
Average annual teacher salary FT 2018-2019	\$50,000
Maximum annual teacher salary FT 2018-2019	\$75,000
Total cost of FT teachers' salary base increases 2018-2019	\$2,590,000
Did your corporation provide base salary increases to teachers?	Y
How many FT teachers received a base salary increase?	259
What was the average base salary increase?	\$100000.00
Did you provide a one-time stipend (excluding extracurricular, ancillary duties, teacher appreciation grants, and supplemental payments) to FT teachers during 2018-2019?	Y
Total amount of bargained stipends (excluding extracurricular, ancillary duties, teacher appreciation grants, and supplemental payments) paid to teachers during 2018-2019	\$259,000.00
Total number of FT teachers receiving a stipend in 2018-2019	248
What was the average stipend payment to FT teachers?	\$1,000.00
Did your corporation offer a Career Ladder/teacher performance model program (as defined by IC 20-20-43-4) ?	Y
Total number of FT teachers with 1 year experience	35
Total cost of salaries for all FT teachers with 1 year of experience	\$1,225,000
Total number of FT teachers with 5 years of experience	24
Total cost of salaries for all FT teachers with 5 years of experience	\$960,000
Total number of FT teachers with 10 years of experience	15
Total cost of salaries for all FT teachers with 10 years of experience	\$750,000
Total number of FT teachers with 15 years of experience	70
Total cost of salaries for all FT teachers with 15 years of experience	\$3,850,000
Total number of FT teachers with 20 years of experience	50
Total cost of salaries for all FT teachers with 20 years of experience	\$3,850,000

Total number of FT teachers with 25 years of experience	50
Total cost of salaries for all FT teachers with 25 years of experience	\$3,850,000
Total number of FT teachers with 30+ years of experience	50
Total cost of salaries for all FT teachers with 30+ years of experience	\$3,850,000
Supplemental Payments	
<i>Definition of Supplemental Payments: Pursuant to IC 20-28-9-1.5 (a) a school corporation may provide a supplemental payment to a teacher in excess of the salary specified in the school corporation's compensation plan for certain degrees or subjects taught as listed in the statute. This does NOT include summer school.</i>	
For 2018-2019 did you provide any non-bargainable supplemental payments?	Y
If yes, what was the total amount paid in 2018-2019?	\$100,000
Are the supplemental payments paid as a stipend only?	N
Are the supplemental payments paid as a base increase only?	Y
Are the supplemental payments paid as a combination stipend and base increase?	Y
Retirement	
Did you have a bridge plan for early teacher retirees 2018-2019?	Yes
Teachers Retirement Fund	
Who paid the mandatory employee TRF contribution 2018-2019	Corporation
Other Retirement Plans	
<i>Indicate percent (%) or amount (\$) of a teacher's salary your corporation contributes to any of the following 2018-2019</i>	
401(a) %	100.0
401(a) \$	
403(b) %	50.0
403(b) \$	
VEBA %	50.0
VEBA \$	
Other not elsewhere defined %	
Other not elsewhere defined \$	
If you answer "other", please describe briefly	
Retirement Buyout	
During 2018-2019 did you offer a retirement buyout to teachers?	Y
How many bargaining unit members accepted the retirement buyout?	10
What was the total cost of the retirement buyout?	\$10,000.00
Life Insurance	
Total dollars paid by the corporation for all teachers' life insurance policies 2018-2019	\$50,000
Amount of coverage provided to each teacher 2018-2019	\$50,000
Individual life insurance coverage cost paid by the teacher 2018-2019	\$5,000
Paid Time Off	
Number of annual paid sick days a teacher can accrue in a school year 2018-2019	100

Maximum number of paid sick days a teacher can accumulate at any given time 2018-2019 (If the corporation has no limit on days carried from year-to-year, please enter the value for the employee that has the largest amount of PTO.)	100
Number of annual paid non-sick days (all paid leave not restricted by illness ex. personal, vacation, etc.) a teacher can accrue in a school year 2018-2019	30
Health Plans	
Did your corporation provide health insurance plans to teachers?	Yes
Did you place restrictions on coverage for an employee's spouse if he or she has access to healthcare through their own employer?	N
Did you implement a spousal surcharge program where an employee must pay an additional cost to cover a working spouse who has the option to elect health coverage from his or her employer and has declined the coverage?	Y
For 2018-2019 were you self insured, fully insured or participate in a trust/consortium?	Self Insured
How many plan types are available?	1
Dental Plans	
Did your corporation provide dental insurance plans to teachers?	Yes
For 2018-2019 were you self insured, fully insured or participate in a trust/consortium?	Self Insured
How many plan types are available?	1
Vision Plans	
Did your corporation provide vision insurance plans to teachers?	Yes
For 2018-2019 were you self insured, fully insured or participate in a trust/consortium?	Self Insured
How many plan types are available?	1

Health Plan: Advantage

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single	100	\$100.00	\$110.00
Member/Spouse or +1	100	\$100.00	\$100.00
Member/Children	100	\$100.00	\$100.00
Family	1,001	\$100.00	\$100.00
HSA Plan	100	\$100.00	\$100.00

Dental Plan: AIG

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
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Single	200	\$2,002.00	\$200.00
Member/Spouse or +1	200	\$200.00	\$200.00
Member/Children	200	\$200.00	\$200.00
Family	200	\$200.00	\$200.00

Vision Plan: Anthem			
Selection Type	# of Teachers (enrollees)	Corporation Paid <i>per employee</i>	Teacher Paid <i>per teacher</i>
Single	500	\$500.00	\$500.00
Member/Spouse or +1	500	\$500.00	\$500.00
Member/Children	500	\$500.00	\$500.00
Family	500	\$500.00	\$500.00

Indiana Teacher Compensation:

Report for the 2019-20 School Year



Indiana Education Employment Relations Board
Issued June 2020

Part I: Introduction

Overview

The Indiana Education Employment Relations Board (IEERB) is a neutral agency that oversees teacher collective bargaining. This report provides information on teacher compensation in Indiana for the 2019-20 school year. It does not make any policy recommendations or prescriptions. Note that these data are for the 2019-20 school year, legislative changes made in 2020 will not be reflected.

Part I: Introduction

Part II: 2019-2020 Collective Bargaining Report

Part III: Four-Year Teacher Compensation Data (SY 2016-17 to SY 2019-20)

For more information, contact IEERB: www.in.gov/ieerb; Questions@ieerb.in.gov; (317) 233-6620.

An Introduction to Teacher Compensation in Indiana

How is “teacher” defined?

- This report compiles salary and benefits information for 1.0 full time equivalent teachers who are governed by the teacher collective bargaining law.

What comprises teacher compensation?

- Pay
 - Salary
 - Bonus
 - Stipend
 - Ancillary duties – pay for teaching duties outside of regular instructional duties
- Benefits
 - Insurance (e.g., health, dental, vision, life)
 - Retirement
 - Time Off
 - Other
- Non-teaching pay
 - Extra-curricular activities

Who decides teacher compensation?

- For school employers with teacher bargaining units, school employers and teacher unions must agree on teacher salary, wages, and benefits through the collective bargaining process (except for teacher appreciation grants and supplemental payments, which are not bargainable).
- School employers without teacher bargaining units unilaterally set teacher compensation.
- There is no state-wide salary schedule.
- There are also no required minimum, average, or maximum teacher salaries.

Who bargains?

- Currently there are 304 teacher collective bargaining units comprising the following types of public schools: school corporations, special education service centers, and vocational education centers.

How is teacher compensation funded?

- Funding for teacher compensation comes from two major sources — state tuition support and general operating referenda. Certain federal grant funds may be used to pay teacher salaries. These grant funds are highly regulated by the federal government and must comply with grant requirements. The number of corporations that used federal grant funds to supplement teacher salaries in 2019-2020 was 287.
- State tuition support is based on a formula determined by the General Assembly during the state budget cycle. The Indiana Department of Education calculates the state tuition support for each school and provides it in monthly installments. For more information, see [IC 20-43](#).
- [Referenda](#): Most school employers have the ability to ask taxpayers for a referendum, which can be used for a variety of purposes, including teacher salary, wages, and benefits. The number of corporations that used property tax referenda to supplement teacher pay in 2019-2020 was 43.
- In 2019, Indiana Governor Eric Holcomb used \$140 million of state surplus money over the biennium to pay down teacher pension liability on behalf of each corporation. According to the data, 282 of the 304 units that bargain used some or all of those savings for teacher compensation, including benefits or base salary.

What about the pay of other employees of the school?

- Information about the salary and compensation of employees not in the bargaining unit is available on [Gateway](#).

About this Report

Source & Accuracy: The data in this report is self-reported by school employers. Its accuracy is not independently verified.

Timeframe: This report focuses on the state fiscal year, July 1 to June 30, also referred to as a school year. Since the Report deadline was moved to April 15, 2020, corporations had to use estimated instead of actual dollars to answer some questions. For example, the total compensation may have changed for some teachers if they were or were not able to complete certain activities.

What is included:

- Aggregate teacher salary, wages, and benefits data self-reported by bargaining school employers for the 2019-20 school year.
- Historical aggregate teacher salary, wages, and benefits data self-reported by bargaining school employers for the 2016-17, 2017-18, and 2018-19 school years.

What is not included:

- Information on private schools.
- Information on public school employers that do not bargain (charter schools and Muncie Community

Schools).

- All costs to the school employer for teacher salary, wages, and benefits. For example, unemployment insurance, workers compensation insurance, the employer portion of Social Security, FICA, and the cost of substitute teachers are not included in this report.
- Data on employees not in the bargaining unit and are not 1.0 FTE teachers. Although the unit is locally determined, unit members must be certificated (a DOE license is required for the position), and cannot be a supervisory employee (e.g., principal), a confidential employee, or an employee performing security work (e.g., safety resource officer). To determine unit members in a particular school corporation, review the bargaining unit order in [IEERBSeach](#).
- Individual school employer data may be accessed through the [Collective Bargaining Report](#).

Frequently Asked Questions

- How can I compare teacher salary, wages, and benefits of school districts similar to my school district?
 - [Individual school reports](#). Individual reports include county and district type (e.g., rural, suburban, urban), so you can determine which school districts may be similar.
- Is the statewide report available online, and can I sort statewide results by Urban, Rural, or Suburban?
 - The statewide report is available on the [Gateway](#). The statewide report can be sorted by Urban, Suburban, and Rural. The corporation self-selects Urban, Suburban, or Rural.
- How do I find the pay for a particular teacher?
 - The [employee compensation report](#). Note that that report is based on the calendar year and includes more than salary only.
- What if I think there is an error in a corporation's numbers?
 - Please contact [IEERB](#) and the corporation so any errors can be corrected.
- Why don't you collect information on charter schools?
 - At this time, no charter schools in Indiana have a teacher bargaining unit.
- How does teacher pay compare to administrator compensation?
 - Pursuant to IC 20-29-3-15, IEERB collected salary and compensation data for district level administrators and superintendents for the first time in 2020. The individual unit reports and the statewide report have these data available.
- When will the data for the 2020-2021 school year be released?
 - Corporations will submit the 2020-2021 collective bargaining report between May 1, 2021 and July 30, 2021. After reviewing and finalizing the data, IEERB plans to publish the 2021 Collective Bargaining Report on or around September 15, 2021.
- What is Gateway?
 - The [Indiana Gateway for Government Units](#) is a data collection and transparency portal

supported by the State of Indiana and Indiana University.

- Gateway was originally designed and implemented by the Indiana Business Research Center (IBRC) at Indiana University and is supported today by a collaboration of team members from the IBRC, Department of Local Government Finance (DLGF), State Board of Accounts (SBOA), Indiana Education Employment Relations Board (IEERB), and Indiana Gaming Commission (IGC).
- For more information about Gateway, please contact [Carol Rogers](#) at the IBRC.
- Why isn't there more historical information on supplemental payments?
 - Supplemental payments started in 2015. See [IC 20-28-9-1.5\(a\)](#) for more information.

Part II: 2019-2020 Collective Bargaining Report

All 304 bargaining units reported data for this collection. For a list of the units, see the [Collective Bargaining Report Submission Log](#).

Section I: Teacher Days, Hours, Numbers, and School Type

This section provides general, non-compensation-related information on bargaining unit members.

- Information about days and hours on a regular teacher contract. These are the number of days—and hours during those days—that teachers are expected to be at school. It may not reflect the number of hours actually worked by teachers. As a reminder, the mode is the number that occurs most frequently in a data set. Days and hours are not bargained.
- The total number of 1.0 FTE teachers: 1.0 FTE teachers are teachers who teach a full day and a full school year.
- Schools self-select the area type (e.g., rural, suburban, urban) of school.
- An asterisk (*) before a category indicates a new data set in the 2019-2020 report.

	Minimum	Maximum	Average	Mode
Teacher contract days	180	196	183	185
Teacher contract hours	6	8.3	7.4	N/A
Total number of 1.0 full time equivalent teachers state wide	62,393			
Statewide average years of experience	13			
Area type	Rural 206	Urban 42	Suburban 56	

Section II – Teacher Pay (Salary and Wages)

This section provides teacher salary and wage data.

- Salary is for full-time employees only.
- Base salary is the salary amount listed on the regular teacher contract for teaching duties during the regular school day.
- Total compensation refers to all salary, wages, and benefits paid to and on behalf of the employee.
- Stipends are one-time monies to teachers.
- Supplemental payments are optional, non-bargained payments provided by the school employer if the teacher:
 - teaches an advanced placement course or a Cambridge International course,
 - has earned a master’s degree from an accredited postsecondary educational institution in a content area directly related to the subject matter of a dual credit course or another course taught by the teacher, or
 - is an elementary school teacher and earns a master’s degree in math, reading, or literacy, or,
 - is a special education professional, or
 - teaches in the area of science, technology, engineering, or mathematics.

Base Salary		
Lowest Salary Reported	\$32,000	
Highest Salary Reported	\$95,188	
Statewide Average 1.0 FTE Teacher Salary	\$53,463	
*Average daily salary rate	\$292	
*Teachers below 18-19 average teacher salary (\$52,737)	34,128	
*Teachers above 18-19 average teacher salary (\$52,737)	28,257	
*Average total compensation	\$69,448	
Base Salary Increase	#	%
Employers providing a base salary increase	299	98
Teachers receiving a base salary increase	58,616	94
Average base salary increase	\$2,160	
One time Stipend	#	%
Employers providing a stipend	150	49
Teachers receiving a stipend	18,972	30
Average one-time stipend	\$300	
Non-Bargained Supplemental Payments	#	%
Employers providing supplemental payments to the base salary	18	6
Employers providing supplemental payments as a stipend	44	14
Employers providing a supplemental payment as a combination of base salary and stipend	4	1
Miscellaneous	#	%
Corporations that provide a career ladder program	54	18
Statewide Totals		
Total cost of all teacher salaries	\$3,335,703,139	
*Total cost of all teacher compensation	\$4,333,076,632	
Total cost of all base salary increases	\$126,636,505	
Total cost of all bargained stipends	\$15,223,076	

Total cost of all supplemental payments		\$1,947,108
Statewide Benchmark Years of experience and average salary		
Years of experience	Number of Teachers	Average salary
1	3148	\$41,399
5	2663	\$45,237
10	1883	\$48,996
15	1931	\$56,614
20	1687	\$63,016
25	1080	\$71,669
30+	4825	\$82,205
Workforce (the top two questions below fluctuate throughout the school year)		
*1 st year new to teaching hires	3,175	
*Hired with previous teaching experience	3,887	
*Number of teachers retired at end of 18-19 SY	1,464	
*Teachers retained from 18-19 SY	56,249	

Section III – Teacher Insurance Benefits

Insurance Benefits	\$	#
Total amount paid by employers for Health Insurance	\$579,764,865	304
Total amount paid by employers for Dental Insurance	\$ 26,940,885	265
Total amount paid by employers for Vision Insurance	\$ 7,768,346	260
Number of corporations that placed restrictions on health insurance coverage for an employee's spouse if he or she has access to healthcare through their own employer.		53
Number of corporations that implement a spousal surcharge program where an employee must pay an additional cost to cover a working spouse who has the option to elect health coverage from his or her employer and has declined the coverage		6

Section VI – Teacher Retirement Benefits

This section provides information on bargained teacher benefits.

- Teachers are part of the state Teachers' Retirement Fund (TRF), which is part of the Indiana Public Retirement System (INPRS). Employers must pay a certain amount to TRF. Parties bargain who pays the employee portion (3%) to TRF.
- Bridge plans are insurance benefits provided to teachers after retirement until the teachers are eligible for Medicare.
- "Other" examples: 457(f) plans, payments for unused leave days, payments for those who opted out of health insurance, and retirement bonuses.

General Retirement	#	%
Employer paid employee portion of Teacher Retirement Fund	286	94
Corporations offering a retirement buyout ¹	23	8
Teachers accepting retirement buyout ²	97	
Total cost of retirement buyout	\$1,690,349	
Employers providing bridge plan for retirees	4	1
Corporation Paid Teacher Retirement Plans	#	%
Employers contributing a portion of teachers salary to a 401 (a)	206	68
Employers contributing a portion of teachers salary to a 403 (b)	76	25
Employers contributing a portion of teachers salary to a VEBA	114	34
Employers contributing a portion of teachers salary to "other"	21	7

Section V – Teacher Paid Time Off (PTO)

This section shows the average paid time off for teachers.

- This section does not include unpaid leave.
- Some paid time off is required by Indiana code (e.g., 10 sick days a teacher’s first year and 7 sick days each subsequent year, are required to be provided pursuant to [IC 20-28-9-9](#)).
- This section does not include the cost to the employer of substitute teachers.

Paid Leave	#
Average number of PTO days a teacher can accrue in SY 19-20	13 days
Average maximum number of PTO days teachers can accrue in a corporation	182 days

¹ This number may be higher since the report was submitted by April 15, 2020 and IEERB received retirement buyout MOUs after the deadline of this report.

² This number may be higher since the report was submitted by April 15, 2020 and IEERB received retirement buyout MOUs after the deadline of this report.

Part III: Four-Year Teacher Compensation Data (SY 2016-17 to SY 2019-20)

This part provides a selection of teacher compensation data for the past four years. Most, but not all, bargaining units reported data for all collections. For a list of the units and their submission year by year, see the [Collective Bargaining Submission Log](#). Note that different numbers of units will impact percentages. For more information on the data collected, see Part II.

Teacher Pay

	2016-17		2017-18		2018-19		2019-2020	
Total Units Reporting	306		304		304		304	
Min. Salary	\$30,000		\$30,000		\$30,325		\$32,000	
Max. Salary	\$90,184		\$90,577		\$91,843		\$95,188	
Employers providing Stipends	#	%	#	%	#	%	#	%
	229	75	167	55	160	52	150	49
Total teachers receiving a stipend	37,642	66	20,625	38	38,957	62	18,972	30
Avg. Stipend	\$990		\$1,147		\$897		\$300	
Employers providing base salary increase	n/a	n/a	272	89	268	88	299	98
Total teachers receiving base salary increase	n/a	n/a	49,758	91	51,223	82	58,616	94
Average Base Salary Increase	n/a		\$1,453		\$1,299		\$2,160	
Supplemental Payments	#	%	#	%	#	%	#	%
	55	18	65	21	61	20	66	22
Total Cost of Salaries/Stipends	\$3,244,316,701		\$3,230,346,249		\$3,308,851,180		\$3,448,793,389	
*Total Teacher Compensation	Not collected		Not collected		Not collected		\$4,333,076,632	

Teacher Insurance Benefits

Paid by/Type HEALTH	2016-17, 306 Units		2017-18, 304 Units		2018-19, 304 Units		2019-20, 304 Units	
Employers providing HEALTH insurance	#	%	#	%	#	%	#	%
	306	100	304	100	304	100	304	100
Avg. paid by employer for single plan	\$6,290		\$6,487		\$6,607		\$6,841	
Avg. paid by employee for single plan	\$1,370		\$1,452		\$1,456		\$1,534	
Avg. paid by employer per enrollee for family plan	\$14,305		\$15,102		\$15,046		\$15,965	
Avg. paid by employee per enrollee for family plan	\$4,645		\$5,146		\$5,049		\$5,133	
Paid by/Type DENTAL	2016-17, 306 Units		2017-18, 304 Units		2018-19, 304 Units		2019-20, 304 Units	
Employers providing DENTAL insurance	#	%	#	%	#	%	#	%
	255	83	259	85	262	86	265	87
Avg. paid by employer for single plan	\$297		\$281		\$378		\$357	
Avg. paid by employee for single plan	\$112		\$116		\$115		\$109	
Avg. paid by employer per enrollee in family plan	\$749		\$743		\$523		\$791	
Avg. paid by employee per enrollee in family plan	\$468		\$492		\$303		\$451	
Paid by/Type VISION	2016-17, 306 Units		2017-18, 304 Units		2018-19, 304 Units		2019-20, 304 Units	
Employers providing VISION insurance	#	%	#	%	#	%	#	%
	241	79	251	83	253	83	260	86

Avg. paid by employer for single plan	\$71	\$70	\$83	\$99
Avg. paid by employee for single plan	\$21	\$24	\$35	\$23
Avg. paid by employer per enrollee in family plan	\$162	\$161	\$181	\$267
Avg. paid by employee per enrollee in family plan	\$89	\$91	\$102	\$101

Teacher Retirement Benefits

	2016-17, 306 Units		2017-18, 304 Units		2018-19, 304 Units		2019-20, 304 Units	
	#	%	#	%	#	%	#	%
Employers providing 3% teacher TRF contribution	280	91	286	94	286	94	286	94
Employers providing 401(a)	203	66	203	67	205	67	206	68
Employers providing 403(b)	76	25	78	26	71	23	76	25
Employers providing VEBA	115	37	118	39	117	38	114	38
Employers providing Other	25	8	30	10	20	7	21	7

For more information, contact IEERB: www.in.gov/ieerb; Questions@ieerb.in.gov; (317) 233-6620.



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IC 20-29-3-15 ANNUAL REPORT

Beginning in 2013, IEERB entered into a contract with the Indiana Business Research Center to provide a platform (Gateway) to collect and publish the Collective Bargaining Report (CBR). The CBR requests information from school corporations regarding the salary, wages, and salary and wage related fringe benefits of bargaining unit members.¹

Taking effect July 1, 2019, the Indiana General Assembly passed into law IC 20-29-3-15. This law requires IEERB to collect and publish specific salary and compensation data for full time teachers, full time district level administrators, and superintendents. This law also requires IEERB to report COLA adjustments to the salary data, surrounding state salary averages, information about Indiana teacher candidates, the change in k-12 enrollment statewide, the number of teachers and administrators, and the teacher and administrator workforce growth.

The 2018-2019 CBR was open for submission on May 1, 2019 and closed July 30, 2019. Because of the overlap between the passage of the law and the opening of the CBR, IEERB is not able to publish some of the required components this year. The CBR will be updated in 2020 to include all corporation specific IC 20-29-3-15 questions.

Indiana Code 20-29-3-15 also tasks IEERB with collecting very specific salary averages from surrounding states. IEERB officially requested these data from the Departments of Education in Michigan, Illinois, Wisconsin, Ohio, and Kentucky.

At the writing of this Report, 2018-2019 salary data for teachers and administrators in the State of Illinois is not available.

At the writing of this Report, not only is 2018-2019 salary data for teachers and administrators not available in Michigan, IEERB was informed that these data are not collected.²

At the writing of this Report, IEERB had not received the requested data from Kentucky.

¹ The 2018-2019 CBR was changed to collect only 1.0 Full Time Equivalent teachers.

² Michigan school data website

<https://www.mischooldata.org/DistrictSchoolProfiles2/ReportCard/EducationDashboard4.aspx>

The States of Ohio and Wisconsin collect and publish all school employee data and provided IEERB with Excel files containing these data. The methodology used to determine these numbers is presented after the tables.

SALARY - TEACHERS

	Indiana	Ohio	Wisconsin	Kentucky ³	Michigan ⁴	Illinois ⁵
Average	52,737	64,246	57,245	N/A	N/A	N/A
Minimum	30,325	30,000	30,000	N/A	N/A	N/A
Maximum	91,843	121,062	108,000	N/A	N/A	N/A
1 st Year	38,552	44,845	43,350	N/A	N/A	N/A
5 th Year	42,177	51,569	46,893	N/A	N/A	N/A
10 th Year	45,775	61,778	52,153	N/A	N/A	N/A
15 th Year	54,656	71,993	59,284	N/A	N/A	N/A
20 th Year	60,631	76,090	66,293	N/A	N/A	N/A
25 th Year	65,914	79,025	69,847	N/A	N/A	N/A
30 th + Years	67,970	78,051	71,595	N/A	N/A	N/A

SALARY - ADMINISTRATORS

	Indiana	Ohio	Wisconsin	Kentucky	Michigan ³	Illinois ⁴
Average	N/A	119,082	139,856	N/A	N/A	N/A
Minimum	N/A	33,941	62,500	N/A	N/A	N/A
Maximum	N/A	257,588	246,374	N/A	N/A	N/A

COLA ADJUSTMENT

Indiana Code 20-29-3-15 also tasks IEERB with using COLA adjusted dollars to compare Indiana teacher salaries to the five surrounding states. Because data are not available for Illinois, Michigan or Kentucky at this time, the chart below will only show Ohio and Wisconsin adjustments.

In order to provide these Cost of Living Adjustments to Indiana teacher average salaries, IEERB partnered with the Indiana Business Research Center (IBRC). The IBRC economist notes: As applied to the IEERB case, in order to compare teachers’ salaries between OH and IN, we first convert \$OH to \$IN, then we compare them based on \$IN for both states. The difference between OH and IN, and WI and IN, based on RPP 0001 (for all) on sheet2 (table below) was calculated. The differences are highlighted (the “diff” is made from column A for both OH and WI). As you can see, teachers in OH and WI are earning more than teachers in IN.

³ A data request was submitted to the Kentucky Department of Education.

⁴ Michigan reported that these data are not available.

⁵ Illinois reported that these data are not available.

Sheet 2

	Indiana	Ohio	adjusted to IN\$	diff	Wisconsin	adjusted to IN\$	diff
Average	52,737	64,246	64,896	12,159	57,245	55,634	2,897
Minimum	30,325	30,000	30,304	(21)	30,000	29,156	(1,169)
Maximum	91,843	121,062	122,288	30,445	108,000	104,961	13,118
1st Year	38,552	44,845	45,299	6,747	43,350	42,130	3,578
5th Year	42,177	51,569	52,091	9,914	46,893	45,574	3,396
10th Year	45,775	61,778	62,403	16,628	52,153	50,685	4,910
15th Year	54,656	71,993	72,722	18,066	59,284	57,616	2,960
20th Year	60,631	76,090	76,860	16,229	66,293	64,428	3,797
25 Year	65,914	79,025	79,825	13,911	69,847	67,882	1,968
30+ Year	67,970	78,051	78,841	10,871	71,595	69,580	1,610

MISCELLANEOUS DATA

IC 20-29-3-15 requires IEERB to report data about teacher and administrator workforce growth, the number of teacher candidates in teacher preparation programs, the change in k-12 enrollment. Because IEERB did not collect the number of administrators in Indiana in prior CBRs, these data are not be available.

	2016-2017	2017-2018	2018-2019
Total number of teacher candidates who are currently enrolled in a teacher preparation program	7127 ⁶	N/A	N/A
Total number of teacher candidates who have recently completed a teacher preparation program	3038	N/A	N/A
Increase or decrease in k-12 enrollment	N/A	N/A	+1426
Total number of teachers in Indiana from IEERB CBR	N/A	63759	62380
Indiana teacher workforce growth	N/A	N/A	-1379

⁶ This is the most recent data available <https://title2.ed.gov/Public/Report/StateHome.aspx>

Total number of administrators in Indiana	N/A	N/A	N/A
Indiana administrator workforce growth	N/A	N/A	N/A

METHODOLOGY

Indiana

The IEERB uses the Gateway platform to collect data from all Indiana public school corporations that collectively bargain. The 2018-2019 Collective Bargaining Report (CBR) gathers salary, wage, and wage related fringe benefits for 1.0 full time equivalent teachers. These data are self-reported and not verified by an external entity.

The questions posed to school corporations in the CBR that are used to derive these data are: 1) Total number of “Full Time” teachers in 2018-2019, 2) Total salary costs for all FT teachers 2018-2019. FT teacher salary is the amount listed on the regular teachers contract, 3) Minimum annual teacher salary FT 2018-2019, 4) Maximum annual teacher salary 2018-2019, 5) Total number of FT teachers with 1 year experience, 6) Total salary costs for all FT teachers with 1 year of experience, 7) Total number of FT teachers with 5 year experience, 8) Total salary costs for all FT teachers with 5 year of experience, Gateway aggregates these data into a State-wide report, 9) Total number of FT teachers with 10 year experience, 10) Total salary costs for all FT teachers with 10 year of experience, 11) Total number of FT teachers with 15 year experience, 12) Total salary costs for all FT teachers with 15 year of experience, 13) Total number of FT teachers with 20 year experience, 14) Total salary costs for all FT teachers with 20 year of experience, 15) Total number of FT teachers with 25 year experience, 16) Total salary costs for all FT teachers with 25 year of experience, 17) Total number of FT teachers with 30+ year experience, 18) Total salary costs for all FT teachers with 30+ year of experience.

The highest and lowest corporation reported FT annual teacher salary was identified as the maximum and minimum annual teacher salary. To determine the average teacher salary, the total cost of all teacher salaries was divided by the total number of teachers. To determine the average salary at each benchmark year (1, 5, 10, 15, 20, 25, and 30+) the total salary costs for each benchmark year was divided by the total number of teachers in each benchmark year.

Ohio

IEERB requested teacher salary data from the Ohio Department of Education. The data were returned in an Excel file.

Multiple columns, containing extraneous data, were removed. Those column headings were: STAFF_ID, LAST_NAME, FIRST_NAME, HIGH_EDUC_LEVEL_CODE, HIGH_EDUC_LEVEL_DESCR, ASSNMT_AREA_CODE, HOUR_PER_WORK_DAY_COUNT, PAY_TYPE_CODE,

ASSNMT_AREA_DESCR, POSITN_CODE, RPTING_LEA_IRN, DISTRICT_NAME, COUNTY_NAME, ASSGN_ORG_IR, SCHOOL_NAME, CITY_NAME

The columns used in creating the data were: AUTHOR_TCHNG_EXPER_YEAR_COUNT, POSITN_DESCR, SCHD_WORK_DAY_COUNT, HOUR_PER_WORK_DAY_COUNT, PAY_TYPE_CODE, PAY_AMT, POSITN_FTE. These columns were then filtered and the data narrowed in an attempt to align Ohio salary data to Indiana.

The column POSITN_DESCR was filtered to remove everything except Teacher Assignment.

The column POSITN_FTE was filtered to include only 1.00.

The column PAY_AMT was filtered to exclude any salary amount less than \$30,000. According to Ohio Laws and Rules 3317.13 Minimum Salary Schedule for Teacher effective 10/17/2019, a teacher with zero years of experience and a Bachelor's degree may earn a minimum of \$30,000.

The column SCHD_WORK_DAY_COUNT was filtered to remove any value less than 167 days.

Effective the 2014-2015 school year, Ohio schools eliminated the required number of days considered to be a school year and went to total hours. Grades kindergarten through sixth are required to be in school for 910 hours. Grades seventh through twelfth are required to be in school for 1001 hours. To determine the 167 day cut off value two calculations were made.

First, the number of hours required for elementary students in Indiana is 6 hours. By dividing the total number of hours required for Ohio grades k-6 (910) by the Indiana elementary hours (5), the number of days is 182. For secondary students, 1001 hours in Ohio divided by the 6 hours required in Indiana is 167 days. Therefore any days less than 167 were filtered out of the spreadsheet.

The column AUTHOR_TCHNG_EXPER_YEAR_COUNT was used to filter out the benchmark years of experience to determine the average salary for teachers with specific years of experience.

To determine the administrator average salaries the positions Assistant/Deputy Associate Superintendent and Superintendent Assignment were filtered and salary amounts were calculated.

Wisconsin

The Wisconsin Department of Public Instruction publishes a "Public All Staff Report" on their website:

<https://publicstaffreports.dpi.wi.gov/PubStaffReport/Public/PublicReport/AllStaffReport> . Data for the 2018-2019 school year were filtered in the "All Positions" category for "Teacher" and "District Administrator" assignments. Each filter returned an Excel file that was then filtered to remove extraneous data.

The columns that were removed from the Teacher and District Administrator files were:

Research Id, School Year, Last Name, First Name, Entity ID, Gender, RaceEthnicity, Birth Year, Contract Hire Agency, Contract High Degree, Contract Local Experience, Total Fringe, Assignment Area, Assignment Staff Category, Hire Agency, Assignment Work Agency, Work Agency Type, Assignment Work School, Assignment Hire Agency Type, Assignment Work CESA Number, Assignment Work County, Assignment Work School Level, Assignment Position, Assignment Grades Served, Assignment Bilingual Program, Assignment Alternative Program, School Mailing Street Address, School Mailing Po Box, School Mailing State, School Mailing Zip

Code, District Mailing Street Address, District Mailing City, District Mailing State, District Mailing Zip Code.

The columns used to create the filters were: Contract Days, Contract Total Experience, Total Salary, Assignment FTE, Assignment Long Term Substitute, Assignment Subcontracted, Assignment Requires DPI License. These columns were then filtered and the data narrowed in an attempt to align Wisconsin factors to Indiana.

The column Assignment FTE was filtered to include on 1.0.

The column Assignment Long Term Substitute was filtered to include only N.

The column Assignment Subcontracted was filtered to only include N.

The column Assignment Requires DPI License was filtered to only include Y.

The column Contract Total Experience was used to filter out the benchmark years of experience to determine the average salary for teachers with specific years of experience.

The column Contract Days was filtered to include contract days greater than and equal to 190. Wisconsin requires students in grades first through sixth to be in school for 1050 hours per year and grades seventh through twelfth to be in school for 1137 hours per year. Indiana requires students in grade first through sixth to be in school for 5 hours per day for 180 days and grades seventh through twelfth to be in school for 6 hours per day for 180 days. Dividing the Indiana hours per day for both grades first through sixth and seventh through twelfth by the Wisconsin hours results in 210 days for grades first through sixth and 190 grades for seventh through twelfth. The number 190 was used as the lowest factor. All numbers below 190 were excluded from the filter.

In the column Total Salary, using Ohio's starting salary as the minimum reference (Indiana's minimum salary is close to that at \$30,325) any salary below \$30,000 was excluded.

The only columns included in the Wisconsin District Administrator file were Total Salary and Assignment FTE.

The column District Administrator was filtered to include only 1.0 FTE.

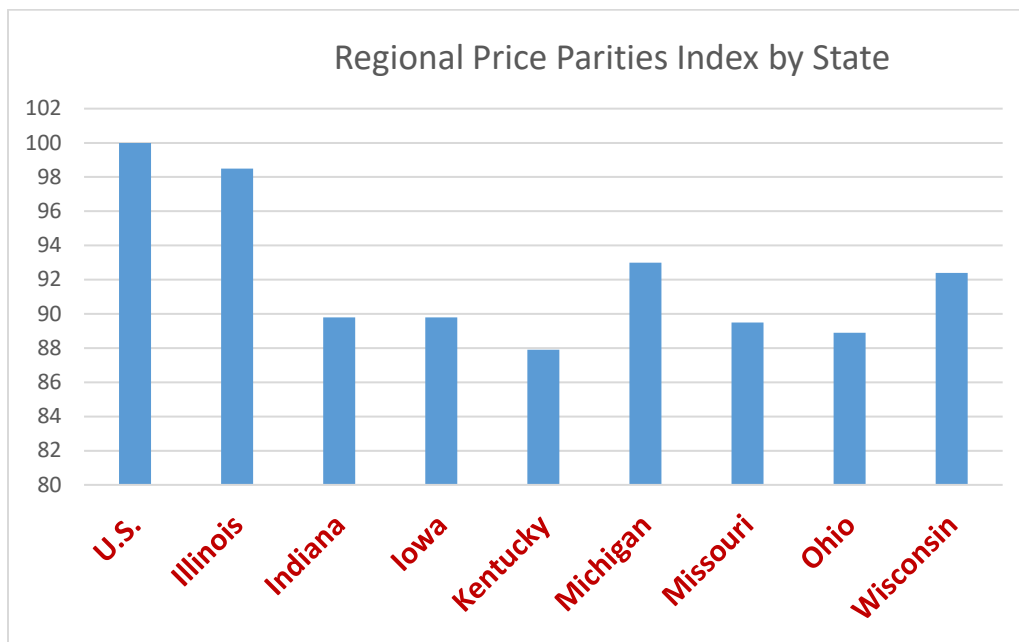
Cost of Living Adjustment (COLA) submitted by Carol Rogers, Director of IBRC

The cost of living across the United States varies. The U.S. Bureau of Labor Statistics has measured consumer prices for decades, creating a monthly cost of living index (officially called the [Consumer Price Index](#)). The changes in that CPI are an accepted measure of inflation, while the differences between different regions of the U.S. show the relative cost of living.

The CPI does NOT however, measure the cost of living for each of the 50 states. And there has been no nationwide, 50 state, index that measured the relative differences among the states. Until recently, that is. The U.S. Bureau of Economic Analysis, which produces the National GDP and the National Product and Income Accounts, began publishing what they call the Regional Price Parities Index. Because it is based in large part on the vast amount of data the BEA utilizes to produce the national, state, metropolitan and county level personal income estimates – which uses data from the IRS, SSA, and BLS – we determined that this measure could be used to adjust the salaries data from other states to Indiana “dollars”.

The RPPI (regional price parity index) measures the differences in price levels across states. All items RPPs, as they are called, cover all goods and services consumption, including housing rents. According to the U.S. BEA, areas with high/low RPPs typically correspond to areas with high/low price levels for rents.

Year	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
U.S.	100	100	100	100	100	100	100	100	100	100
Illinois	100.2	100.9	100.9	101.1	100.7	99.7	99.3	99	98.7	98.5
Indiana	91.2	91.4	91.4	91.7	91.4	91.3	90.8	90.1	89.8	89.8
Iowa	88.6	89	89.2	90	90.2	90.6	90.3	89.9	89.8	89.8
Kentucky	88.9	88.7	88.6	88.6	88.8	89.3	88.3	88.7	87.9	87.9
Michigan	95.4	95.2	94.7	94.6	94.5	94.3	93.6	93	93	93
Missouri	87.8	87.9	88.3	89.1	89.3	89.9	89.8	89.6	89.5	89.5
Ohio	90	89.3	89.8	89.7	89.4	89.5	89.4	89.2	89.1	88.9
Wisconsin	93	92.9	92.8	93.3	93.5	93.2	93.3	93	92.5	92.4



As the table and chart show, Indiana has a higher price parity than a few states, including Ohio.

We then adjusted teacher salary data from other states to “Indiana” dollars to easily compare the average salary and experienced teacher level salaries from other states to Indiana’s. The results when using the “all items” adjustment are shown in the table below;

	Indiana	Ohio	adjusted to IN\$	diff	Wisconsin	adjusted to IN\$	diff	Kentucky[1]	adjusted to IN\$	Michigan[2]	adjusted to IN\$	Illinois[3]
Average	52,737	64,246	64,896	650	57,245	55,634	-1,611	N/A		N/A		N/A
Minimum	30,325	30,000	30,304	304	30,000	29,156	-844	N/A		N/A		N/A
Maximum	91,843	121,062	122,288	1,226	108,000	104,961	-3,039	N/A		N/A		N/A
1 st Year	38,552	44,845	45,299	454	43,350	42,130	-1,220	N/A		N/A		N/A
5 th Year	42,177	51,569	52,091	522	46,893	45,574	-1,320	N/A		N/A		N/A
10 th Year	45,775	61,778	62,403	625	52,153	50,685	-1,468	N/A		N/A		N/A
15 th Year	54,656	71,993	72,722	729	59,284	57,616	-1,668	N/A		N/A		N/A
20 th Year	60,631	76,090	76,860	770	66,293	64,428	-1,865	N/A		N/A		N/A
25 th Year	65,914	79,025	79,825	800	69,847	67,882	-1,965	N/A		N/A		N/A
30 th + Years	67,970	78,051	78,841	790	71,595	69,580	-2,015	N/A		N/A		N/A

State by State Price Parity Index (BEA - 2017)

