

FORTY-SIXTH
ANNUAL REPORT
OF THE
**INDIANA EDUCATION
EMPLOYMENT RELATIONS BOARD**
FOR THE FISCAL YEAR
ENDED JUNE 30
2023



EDUCATION EMPLOYMENT RELATIONS BOARD

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LETTER OF TRANSMITTAL

Education Employment Relations Board
Indianapolis, IN
December 22, 2023

I submit the Forty-Sixth Annual Report of the Education Employment
Relations Board for the fiscal year ended June 30, 2023.

Respectfully submitted,
Dr. Stacey Hughes, Executive Director

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Introduction

The Forty-Sixth Annual Report of the Indiana Education Employment Relations Board (IEERB) covers the fiscal period from July 1, 2022 through June 30, 2023. 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 305 compliance reports for 1 and 2 year CBAs,
- Amended 19 bargaining units,
- Determined 9 unfair labor practice cases,
- Declared 3 school employers at impasse,
- Sent letters to all bargaining unit members in 91 school corporations where less than a majority of bargaining unit members belong to the exclusive representative organization, and
- Timely issued the IC 20-29-3-15 Report.

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, a general counsel, a director of dispute resolution, a compliance officer, a chief financial officer, a research director, and a case administrator. 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 re-appointed on June 9, 2020 by Senator Rodric Bray, President Pro Tempore of the Indiana State Senate, to serve on the Indiana Education Employment Relations Board where she currently serves as Chair.

Dr. Dennis Brooks

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. He was re-appointed to IEERB on June 26, 2020 by Todd Huston, Indiana Speaker of the House of Representatives.

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 20-31-9.5-9.5

The governing body of a school corporation is not bound by a collective bargaining agreement entered into after June 30, 2022, for employees of a transformation zone. Employees of a transformation zone may organize and create a separate bargaining unit to bargain with the entity operating the transformation zone, which is considered the school employer for the purposes of I.C. 20-29.

Indiana Code 20-28-5-27

School corporations may issue adjunct teacher permits to individuals meeting certain requirements. Adjunct teacher salaries are not subject to the compensation plan requirements in Indiana Code 20-28-9-1.5. It is not an unfair labor practice for school corporations to enter into adjunct teacher contracts, and such contracts are not subject to any collective bargaining agreement entered into or renewed after June 30, 2022.

Indiana Code 20-28-9-1.5

The compensation plan requirements of this section are not applicable to adjunct teachers. Beginning July 1, 2022, a school corporation may give a nonbargained supplemental payment to any teacher.

Indiana Code 20-29-2-13

The statutory definition of “school employee” does not include adjunct teachers.

Indiana Code 20-29-6-7

The use of adjunct teachers is a mandatory subject of discussion.

Indiana Code 20-28-9-27

The amount the school corporation expends for participating in a special education cooperative or a career and technical education cooperative that is directly attributable to the salaries of full-time teachers employed by the cooperative, as determined by the DOE, is included in calculating the funding floor.

Indiana Code 20-28-9-28

The amount the school corporation expends for participating in a special education cooperative or a career and technical education cooperative that is directly attributable to the salaries of full-time teachers employed by the cooperative, as determined by the DOE, is included in determining whether at least 45% of the school corporation’s state tuition support went to full-time teacher salaries. Before November 1 each year, DOE must report the amounts and percentages that each school corporation allocates to both full-time teacher salaries and full-time teacher benefits. It must also indicate whether corporations satisfied the 45% requirement or received a waiver.

Indiana Code 20-29-5-6

Requires specific procedures for payroll withholding of teachers’ union dues but was permanently enjoined by the United States District Court for the Southern District of Indiana, which held that portions of the law are unconstitutional. An appeal of that decision is pending before the United States 7th Circuit Court of Appeals.

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 610 bargaining parties, representing 305 school employers, in the state of Indiana.

Timeline for Bargaining (2022-2023 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 “2022 Practitioner’s Guide to Bargaining & Impasse” (Appendix A) and “2022 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 (FY) 2023:

- 2 requests for Pre Impasse mediation were received;
- 3 school employers were declared at impasse;
- 2 were assigned a mediator;
- 1 was 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
Brown County School Corporation	Settled Before Mediator Appointment
Center Grove Community School Corporation	Settled At Mediation
Oregon-Davis School Corporation	Settled

Pre-Impasse Mediation

Portage Township School Corporation
Oregon-Davis School Corporation

Cost of Impasse to Parties and IEERB

When impasse occurs, IEERB assigns a mediator and factfinder. Parties equally share the costs associated with pre-impasse mediation, 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 pre-impasse mediation, 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							
PRE-IMPASSE MEDIATION	2	\$2,551.61	\$1,227.29	\$1,889.45	NA	NA	NA
MEDIATION	5	\$3,384.37	\$867.72	\$1,550.31			
FACTFINDING	0	NA	NA	NA	NA	NA	NA
FINANCIAL CONSULTANT	NA	NA	NA	NA	NA	NA	NA

Unfair Labor Practices (Status for 2022-2023 School Year)

Nine Unfair Labor Practice cases were decided by IEERB in FY 2023. 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 9 cases that were decided in FY 2023 and lists the corporation name, case number, name of the hearing examiner, and the case disposition.

School Employer	Unfair Case Number	Hearing Examiner	Disposition
South Bend Community School Corporation and South Bend Empowerment Zone	U-22-01-7205	Carrie T. Ingram	Case Dismissed
Southwestern Consolidated School District	U-22-02-7360	Carrie T. Ingram	Case Dismissed
Twin Lakes Community School Corporation	U-22-03-8565	Erin K. Lahr	Case Dismissed
Shelbyville Central School Corporation	U-22-04-7365	Carrie T. Ingram	Case Dismissed
Porter County Education Services	U-22-05-6455	Erin K. Lahr	Case Dismissed
Rensselaer Central Schools Corporation	U-22-07-3815	Carrie T. Ingram	Case Dismissed
Michigan City Area Schools	U-22-08-4925	Erin K. Lahr	Case Dismissed
Oregon-Davis School Corporation	U-22-09-7495	Carrie T. Ingram	Case Dismissed
Family Development Services	U-23-02-XXXX ⁶	Erin K. Lahr	Case Dismissed

Representation Cases

Nineteen orders affirming amendments to bargaining units were issued by IEERB during FY 2023. Two Representation Decertification petitions were filed during FY 2023. 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 Cases

School Employer	Case Number	Hearing Examiner	Disposition
Randolph Central School Corporation	R-22-12-6825	N/A	GRANTED

⁶ This case number ends in -XXXX because it is not a school corporation with a corporation number.

Area 30 Career Center	R-22-13-6700	N/A	GRANTED
South Henry School Corporation	R-22-14-3415	N/A	GRANTED
Union Township School Corporation	R-22-15-6530	N/A	GRANTED
Adams Central Community School Corporation	R-22-17-0015	N/A	GRANTED
Goshen Community School Corporation	R-22-18-2315	N/A	GRANTED
Shelbyville Central School Corporation	R-22-19-7365	N/A	GRANTED
Noblesville School Corporation	R-22-20-3070	N/A	GRANTED
Greater Clark County School Corporation	R-22-21-1010	N/A	GRANTED
South Vermillion Community School Corporation	R-22-22-8020	N/A	GRANTED
Lewis Cass Schools	R-22-23-0815	N/A	GRANTED
Eastern Hancock County Community School Corporation	R-23-01-3145	N/A	GRANTED
Greater Clark County School Corporation	R-23-03-1010	N/A	GRANTED
Westview School Corporation	R-23-04-4525	N/A	GRANTED
Monroe Central School Corporation	R-23-05-6820	N/A	GRANTED
Rossville Consolidated School District	R-23-06-1180	N/A	GRANTED
East Allen County School Corporation	R-23-06-0255	N/A	GRANTED
Franklin Township Community School Corporation	R-23-09-5310	N/A	GRANTED
Beech Grove City Schools	R-23-10-5380	N/A	GRANTED

Representation Decertification Cases

South Bend Community School Corporation	R-22-06-7205	Carrie T. Ingram	DISMISSED
Wes-Del Community Schools	R-23-02-1885	Erin K. Lahr	DISMISSED

Compliance

Indiana Code 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 Report and Recommendations must be issued 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 2022 CBA Compliance Rubric (Appendix D) and six model compensation plans (Appendix E). During FY 23, IEERB timely issued 305 Compliance Reports representing the 2022-2023 CBAs.

Of the 305, 2022-2023 Compliance Reports:

- 152 CBAs were compliant;
- 140 CBAs were non-compliant with a cease and desist penalty;
- 10 CBAs were non-compliant with compliance assessment conference; and
- 3 CBAs 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) MOU Upload, 4) Collective Bargaining Report, and 5) 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. However, IEERB performs a comparative analysis from year to year. 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?rpttype=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 FY 2023, there were 91 out of 305 school corporations with less than a majority membership.

	2018	2019	2020	2021	2022
Number of units with 50% or less union membership	83	77	77	85	91
Percent of teachers who belong to the union	63.70	61.85	62.71	60.96	58.56

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 2022-2023 school year, 305 school employers uploaded their Collective Bargaining Agreements to Gateway. To view the 2022-2023 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 2023 Collective Bargaining Report (based on 2022-2023 school year salary, wage, and salary and wage related benefits) by July 30, 2023.

To view individual, corporation Collective Bargaining Reports go to:

https://gateway.ifonline.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 2022-2023 Teacher Compensation Report see Appendix I.

20-29-3-15 Annual Report

IEERB is required to collect and report salary, wages, and benefits data for 1.0 FTE teachers and 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.

IEERB requested the state-specific teacher salary data from the surrounding states as required in IC 20-29-3-15. According to the Michigan Center for Education, “Salary data is no longer required for districts to report.” Ohio provided a spreadsheet of all school employees with accompanying salary, licensure, and other demographic data. Wisconsin provided spreadsheets of all school employees with accompanying salary, wages, benefits, and other demographic data. The data in the spreadsheet from both Ohio and Wisconsin had to be narrowed to 1.0 full time equivalent public school teachers. Kentucky and Illinois returned Excel files containing specific responses to each query. 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-Sixth Annual Report summarizes the duties and responsibilities fulfilled by IEERB during FY 2023.



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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 (<https://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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COLLECTIVE BARGAINING

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.

I. Bargaining Parties

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.

A. 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. See Indiana Code § 20-25.7-4-7 for more information.

B. 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 that are not operated by a special management team. These transformation zone schools are not subject to Indiana Code Article 20-29 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 [NPD 2022-1](#) and Indiana Code § 20-31-9.5-9.5 for more information.

A governing body is not bound by its collective bargaining agreement entered into after June 30, 2022, for employees of a transformation zone school established under Indiana Code § 20-31-9.5-9.5. Employees of a transformation zone may organize and create a separate bargaining unit to collectively bargain with the entity operating the transformation zone under Indiana Code Article 20-29. See [NPD 2022-1](#) and Indiana Code § 20-31-9.5-9.5(f).

C. Muncie Community School Corporation

Pursuant to Indiana Code § 20-23-18-3, Muncie Community School Corporation (MCSC) 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 [NPD 2022-1](#) and Indiana Code § 20-23-18-3 for more information.

II. Bargaining Subjects

A. Mandatory subjects

The mandatory subjects of bargaining listed in Indiana Code § 20-29-6-4 are salary, wages, and salary and wage related fringe benefits.

1. Salary

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.

2. Wages

Parties may bargain wages for duties outside of normal teaching duties that are performed during or outside of the regular teacher workday. 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.

3. Salary and wage related fringe benefits

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.

B. Permissible subjects

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

1. a grievance procedure;
2. definitions applicable to the CBA;

3. contract interpretation provisions, such as a savings clause; and
4. other provisions not otherwise precluded.

C. Precluded subjects

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:

1. school calendar;
2. teacher dismissal procedures and criteria;
3. restructuring options available to a school employer under federal or state statutes, regulations, or rules because of the failure of the school corporation or a school to meet federal or state accountability standards;
4. The ability of a school employer to contract, partner, or operate jointly with an educational entity that provides postsecondary credits to students of the school employer or dual credits from the school employer and the educational entity;
5. teacher evaluation procedures and criteria;
6. supplemental payments for a content area master's degree, or for an elementary teacher, a master's degree earned in math, reading, 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);
7. teacher appreciation grant stipend or addition to base salary based on a teacher appreciation grant stipend under Indiana Code § 20-43-10-3.5;
8. subjects of discussion; and
9. any subject not required to be bargained.

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:

1. the names of the school employer and exclusive representative;
2. a description of the bargaining unit (as described in most recent IEERB order);
3. the beginning and ending dates of the CBA;
4. an attestation to the dates of the public hearing required by Indiana Code § 20-29-6-1 and the TA public meeting required by Indiana Code § 20-29-6-19 and whether electronic participation was allowed;

5. the date the CBA was ratified; and
6. the signature of at least one person from the governing body of the school corporation and at least one agent of the exclusive representative.

D. 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:

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. teacher appreciation grants, individual teacher appreciation grant stipends to teachers, and additions to base salary based on teacher appreciation grant stipends.
13. pre-evaluation planning session required under Indiana Code § 20-28-11.5-4;
14. the superintendent's report to the governing body concerning staff performance evaluations required under Indiana Code § 20-28-11.5-9;
15. a teacher performance model;
16. the use of adjunct teachers permitted under Indiana Code § 20-28-11.5-9;
17. superintendent's report of aggregate performance evaluation results (prior to presentation to the school board); and
18. supplemental pay for certain master's degrees pursuant to Indiana Code § 20-28-9-1.5(a).

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:

1. setting an agenda of items to be discussed;
2. engage in meaningful discussion throughout the year as issues arise;

3. being prepared for the discussion of agenda items;
4. taking discussion seriously;
5. actively participating in discussions;
6. actively listening;
7. being open to alternate suggestions; and
8. having a clear understanding of next steps.¹

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).

III. Bargaining

A. Timeline

1. Before September 15, 2022: Informal Bargaining
2. September 15, 2022-November 15, 2022: Formal Bargaining
3. November 15, 2022: Signed, Ratified CBAs and Bargaining Status Form must be completed/uploaded in Gateway.

B. Bargaining

1. Public Hearing

Before parties can formally bargain, they must hold a public hearing. See the Guide to Public Hearing and Public Meetings found at: <https://www.in.gov/ieerb/collective-bargaining-and-impasse/overview/>.

2. Exchanging Collective Bargaining Information

A free flow of information is essential to a good bargaining relationship.² 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.”³

3. 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

¹ 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 (2015) regarding a party's discussion obligation and what constitutes “adequate” discussion of an item.

² *Lebanon Community Schools*, U-10-13-0665, 2012 WL 3549830, at *3 (IEERB HE Order, Mar. 27, 2012).

³ *Id.*

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.⁴

4. Tips

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:

- a. Review the law, rules, and guidance provided by IEERB and your attorney.
- b. Review the CBA Compliance Report from IEERB for previous year.
- c. Exchange collective bargaining information.
- d. Prepare a history of general/education fund revenue and expenditures.
- e. Prepare a report on any recent referenda passed or requested by the school corporation.
- f. For each issue, determine the overall cost compared to available funds.
- g. For each issue, determine the source of the funding, and whether it will be available if the parties go to factfinding.
- h. 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.
- i. Start informally bargaining early, and determine what, if any, issues may be quickly resolved.
- j. Be open to creative solutions that address the interests of both parties.
- k. Begin researching comparable information. Comparable information for public employees may be found on Gateway at <https://gateway.ifionline.org>.

5. 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 1, 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.

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

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 shared 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.

6. Ratification

Once the parties have reduced their agreement to writing, the school employer must post the tentative agreement (TA) on its website and host a public meeting to discuss the TA. After the TA public meeting, the school employer must host a public meeting to ratify the TA. A complete Guide to the TA public meeting and ratification public meeting is found at: <https://www.in.gov/ieerb/collective-bargaining-and-impasse/overview/>. The CBA must also be ratified by the exclusive representative. The ratified CBA must be 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. If the signed and ratified CBA is not uploaded to Gateway by November 15, 2022, IEERB will declare impasse on the parties.

7. Bargaining Status Form

Each year IEERB collects bargaining information from all parties who collectively bargain under Indiana Code Article 20-29. The Bargaining Status Form (BSF) must be completed in Gateway by the parties no later than November 15, 2022. 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.

C. Memorandum of Understanding (MOU)

Parties 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 (MOU). The terms of the MOU are subject to the same bargaining requirements and restrictions as the CBA. A MOU is required upon any change in salary, wages, or benefits. Parties should

reference IEERB's [2022 MOU Quick Reference Guide](#) for guidance on bargaining and submitting an MOU.

D. Collective Bargaining Report

By July 30th of every year, the school employer must complete the Collective Bargaining Report to submit the previous school year's collective bargaining data.

IMPASSE

I. Declaration of Impasse

No later than 60 days after the start of formal bargaining, parties must upload their signed, ratified CBA to Gateway and complete the Bargaining Status Form (BSF) in Gateway. If parties have not uploaded a signed, 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 signed, ratified CBA, or (2) a factfinder's report is issued. A Declaration of Impasse will be sent 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 Bargaining Revenue and Expense Disclosures (BRED) and Last Best Offer (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.

II. 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 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.

III. Impasse Mediation

Once impasse is declared, a mediator will be appointed 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 can last 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.

A. Mediators

Impasse mediators are appointed from IEERB's staff or ad hoc panel. Persons serving as mediators must:

1. have no interest in the outcome of the proceeding;
2. be impartial;
3. have knowledge of rules and regulations relating to collective bargaining and impasse;
4. be qualified consistent with applicable laws and rules; and
5. 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 [IEERB: Ad Hoc/ALJs/Factfinders](#).

B. Appointment of a mediator

As part of the mediator appointment, IEERB will:

1. inform the parties of the mediator rate and billing/collection procedure;
2. advise the parties that the mediator does not represent either or both of the parties;
3. define and describe the process of mediation to the parties;
4. 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;
5. advise the parties to consider independent legal advice;
6. advise the parties that mediation must result in either a settled and ratified collective bargaining agreement or the exchange of LBOs;

7. advise the parties that neither a mediator nor a mediator's work product is subject to judicial processes; and
8. set the deadline for ending mediation ("End Date").

C. Mediation Process

The mediator must inform the parties of:

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

In addition, the mediator may provide 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. 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:

1. the End Date, which is 30 days after the appointment of the mediator;
2. the date set by the mediator after at least one mediation session;
3. the date mutually agreed upon by the parties after at least one mediation session; or
4. submission to IEERB of a ratified collective bargaining agreement.

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

1. the mediation will end prior to the End Date;
2. the parties have reached a tentative agreement; or
3. 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.

D. 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. 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 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:

1. the legal and factual contentions of the party;
2. the party's settlement posture;
3. the negotiations to date;
4. the parties' collective bargaining history; and/or
5. 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.

E. 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.

F. 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. Mediators are paid at a rate of \$800 per 7.5 hour or \$106.67 per hour.

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.

G. 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:

1. Review the law, rules, and guidance provided by IEERB and your attorney.
2. Determine which issues are contested.
3. 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.
4. Be prepared to provide the mediator with requested information to help the mediator understand the nature of impasse prior to the start of mediation.
5. Be as flexible as possible with scheduling.
6. Be prepared to stay at mediation for as long as it takes to settle, or for the session to become unproductive.
7. Be open to creative solutions that address the interests of both parties.
8. 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.
9. 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.
10. 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. See [Factors](#). 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.

11. 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 session and may attend up to three. If the parties settle, the CBA must be ratified within the 30-day mediation period.
12. 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.

IV. 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.

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) and [IEERB's Last Best Offer Guidance](#).

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. 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 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"), the IDOE must also provide the parties with a certification of estimated education fund revenue available from the school funding

formula for bargaining. 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 obtain that amount from the County Auditor before the conclusion of bargaining.

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

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 IEERB.

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 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.⁵ 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.

⁵ Jay Classroom Teachers Association vs. Jay Sch. Corp. and IEERB, 55 N.E. 3d 813 Ind. (2016).

In determining the amount of money available to fund an LBO, the factfinder and Board will use the following formula:⁶

Education Fund Revenue
+ Operating Referendum revenue
+ School Safety Referendum revenue
+Transfers from Operations fund, per school board resolution
(-) Education fund expenses
= Must be greater than or equal to zero

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 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.⁷ 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.⁸

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

⁶ *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).

⁷ 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) (factfinder rejected an LBO because it did not substantially comply with the LBO requirements).

⁸ 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).

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.⁹

G. 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:

1. **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.
2. **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.
3. **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.

V. 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.

⁹ See *Flat Rock Hawcreek*, F-13-02-0370 (FF Order 2013).

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.¹⁰ Persons serving as factfinders and financial consultants must:

1. have no interest in the outcome of the proceeding;
2. be impartial;
3. have knowledge of rules and regulations relating to collective bargaining and impasse;
4. be qualified as determined by IEERB consistent with all applicable laws and rules; and
5. 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 [IEERB: Ad Hoc/ALJs/Factfinders](#). 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.¹¹ 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.

1. Written materials

¹⁰ 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.

¹¹ IEERB will also provide, at its expense, either recording equipment or a court reporter or both.

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. 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.¹² 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.

¹² Although the parties and factfinder may agree to an alternate procedure, such procedure must be consistent with all applicable laws and rules.

Sample Order of Hearing

Opening of Hearing by Factfinder

- Introductions
- Ground rules and expectations
- Hearing agenda
- Swearing in of all individuals who will provide facts

Initial Presentations (two hours for each party)

- 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 – one hour
- Exclusive representative presents on why the school employer's LBO should not be chosen – one hour

Rebuttals (one hour for each party)

- 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 – 30 minutes
- Exclusive representative responds to school employer's rebuttal – 30 minutes

Closing the Hearing by 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.

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.

1. Factors

The factfinder shall consider the following factors when making a determination:

- a. the public interest;
- b. the financial impact on the school employer and whether any settlement will cause the school employer to engage in deficit financing;
- c. past memoranda of agreements and contracts between the parties; and
- d. 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.

2. Findings

In making formal findings and a recommendations, the factfinder:

- a. may restrict the findings to those issues the factfinder deems significant;
- b. must restrict the findings to those subjects of bargaining listed in Indiana Code § 20-29-6-4;
- c. must not put the employer in a position of deficit financing;
- d. may not impose terms beyond those proposed by the parties in their LBOs;
- e. may strike noncompliant provisions from an LBO; and
- f. 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.

VI. 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.

VII. 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 of impasse procedures 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.

IEERB may 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.

IEERB 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. a stay is inappropriate given the nature of the allegations.¹³

¹³ See *Carmel Clay Schs.*, U-12-04-3060, at 4 (IEERB Bd. 2013).

B. Stay for Pending Appeal of Compliance Report

IEERB 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 collective bargaining and 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.

VIII. End of Impasse

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

APPENDIX A: 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 from the County Auditor. 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 Indiana Code 20-29-6-3(c). 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.
- 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.
- 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.

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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To: Bargaining Parties & Stakeholders
From: Dr. Stacey Hughes, Executive Director
Jake May, General Counsel
Date: September 9, 2022

2022 Bargaining & Compliance Reminders

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

- September 15: [Exclusive Representative must submit a membership affidavit to employer](#)
- October 1: School employer must upload the membership affidavit into Gateway
- November 15: Bargaining Status Form is due in Gateway
- November 15: All CBAs must be signed, ratified, and uploaded in Gateway to avoid impasse
- July 30, 2023: Collective Bargaining Report is due in Gateway. We recommend you add this date to your calendar

Collective Bargaining & Compliance

- Remember to host the public hearing and meetings prior to bargaining and ratification! Read the [2022 Guide to Public Hearing and Public Meetings](#).
 - Not complying with these requirements could result in a complaint filed with the PAC, an unfair labor practice (ULP) with IEERB, or both. If both are filed, IEERB will stay its ULP until the PAC issues its advisory opinion. [See IEERB Nonrule Policy Document No. 2019-3](#)
 - Reminder! Your ratified CBA must include an attestation of the dates on which the public hearing and public meetings occurred, including whether participation by electronic means was allowed. Failure to include this information will render your CBA noncompliant. Make sure these dates match that dates that were entered in the Gateway CBA upload.
- **NEW!** Minimum teacher salary requirement [IC 20-28-9-26](#) establishes the \$40,000 minimum, full-time teacher salary
- **NEW!** Supplemental Payments [IC 20-28-9-1.5\(a\)](#) are no longer limited to specific teachers
- Health Insurance MOUs ratified prior to bargaining and impacting the 22-23 school year must be included in the CBA. See [MOU Quick Reference Guide](#)
- Operations referendum and School safety referendum are part of bargaining revenue for deficit financing calculations
- [Complete the Compliance Checklist](#) and upload with your CBA
- [2022 CBA Compliance Rubric](#)
- [2022 Practitioner's Guide to Bargaining and Impasse](#)
- [IEERB Compliance webpage \(including model compensation plans\)](#)
- [Bargaining Season timeline](#)

Unfair Labor Practice

- [IC 20-29-6-7](#) Specifies the list of subjects that school employers must discuss with exclusive representatives. Failure to discuss is the most common allegation in unfair labor practice complaints.



[Home \(/SelectPath.aspx\)](#)

[About \(/about.aspx\)](#)

[Account Settings \(/Account_Settings.aspx\)](#)

[Select Unit \(Units_List.aspx\) >](#)

[Select Year \(time_select.aspx\) >](#)

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Bargaining Status Form

County: **Adams County**

Corp.: **Adams Central Community**

School Corporation (0015)

Year: **2023**

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

Bargaining Status Form

IMPORTANT, PLEASE READ:

What is the Bargaining Status Form?

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?

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

Person Negotiating on Behalf of the School Employer

Email

Exclusive Representative Organization

Person Negotiating on Behalf of the Exclusive Representative

Email

Impasse declaration will be sent to the individuals listed above.

Contact IEERB immediately with any changes.

Part II

Are you bargaining?

Yes No N/A

<p>Do you have a 2 year CBA that contains a provision to renegotiate certain financial terms for the second year of the CBA and you agreed not to renegotiate?</p> <p>If yes, then upload a ratified statement of the agreement (to continue the terms of the current agreement) and the CBA as one PDF file in the Gateway Contract Uploads app. The document must be uploaded by November 15 to avoid declaration of impasse. Exclusive representatives may also email a PDF containing the signed, ratified statement and CBA to RatifiedContracts@ieerb.IN.gov (mailto:RatifiedContracts@ieerb.IN.gov).</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>
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<p>Part III</p> <p>Are the parties bargaining a reopener?</p>	<p> <input type="radio"/> Yes <input type="radio"/> No </p>
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<p>Part IV</p> <p>If bargaining, have you settled?</p> <p>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.</p>	<p> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p>
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<p>Part V</p> <p>Do you have any notes or requests for IEERB?</p> <p>(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>	<p> <input type="radio"/> Yes <input type="radio"/> No </p>
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<p>Part VI</p> <p>Signed, ratified contracts must be uploaded to Gateway by November 15, 2023 to avoid declaration of impasse. The school employer is responsible for uploading a ratified collective bargaining agreement to Gateway.</p> <p>Exclusive representatives also may email the CBA to RatifiedContracts@ieerb.IN.gov (mailto:RatifiedContracts@ieerb.IN.gov).</p>

<p>School Employer:</p> <p>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 type="checkbox"/></p>
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[Return to the Unit Selection List](#)

[Submit the Bargaining Status Form](#)

The Indiana Gateway for Government Units provides a central portal for local governments to submit forms to the [Indiana Education Employment Relations Board \(IEERB\)](http://www.in.gov/ieerb/). It is maintained by the [Indiana Business Research Center](http://www.ibrc.indiana.edu/) as part of the Information for Indiana Initiative.

Email

- [IEERB \(mailto:gateway@ieerb.in.gov\)](mailto:gateway@ieerb.in.gov)





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>

IEERB 2022 CBA COMPLIANCE RUBRIC

Introduction

IEERB is responsible for conducting compliance reviews of each teacher collective bargaining agreement (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. Statutory changes have been incorporated into the 2022 Rubric, and certain revisions have been made for clarity. 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 of note are 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 6. 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 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 2022 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 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.

IEERB 2022 CBA COMPLIANCE RUBRIC
REQUIRED PROVISIONS

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

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 bargaining unit description must match the description in the most recent order issued by IEERB in June 2016 or later. If the parties have complied with 560 IAC 2-2.1 to successfully amend the unit, the bargaining unit description must match the most recent order in effect at the time of the CBA’s ratification. To be effective for the current CBA, IEERB must issue an order certifying 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 in the order 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 the “Representation” section on IEERB’s website at https://www.in.gov/ieerb/representation/).</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, 2023. <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, 2022, to June 30, 2023. This Agreement is effective from July 1, 2021, through June 30, 2023. Not Compliant <ul style="list-style-type: none"> The CBA is effective for the 2021-22 and 2022-23 school years. The term of the CBA is from September 15, 2022, to July 31, 2023.

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

<p>Ratified and signed by the parties on or after September 15</p>	<ul style="list-style-type: none"> • The CBA must be ratified on or after September 15. • 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 2022-23 CBA can be effective July 1, 2022, but can’t be ratified until September 15, 2022, or later. • Your CBA may include terms that are effective prior to ratification, but terms describing a period prior to the date the CBA is effective create confusion and may be noncompliant. • The CBA must include the date the CBA was ratified. Although the ratification date may be included on the cover page, the Board recommends that the ratification date be included in the CBA. • At least one agent of each party must sign the CBA. For a school employer, this must be the School Board President or Secretary, or in their absence, the Vice President. See I.C. § 20-26-4-8. Note that each contract must be approved by a majority of all members of the governing body. <p>Examples</p> <ul style="list-style-type: none"> ▪ The CBA was ratified by both parties on September 20, 2022. Signed: <u>John Smith</u> Signed: <u>Alice Jones</u> ▪ Signed: <u>John Smith</u> Date: <u>09/20/22</u> Signed: <u>Alice Jones</u> Date: <u>09/18/22</u> <p>TIP: Sign and date the CBA at the time of ratification</p> <p>TIP: If you’ve left a blank on the signature page to write-in the day of the month the CBA was ratified, don’t forget to complete it.</p>
<p>Includes attestations to the dates of the public hearing and the public meeting held and whether electronic participation was allowed at each</p>	<p>Per I.C. § 20-29-6-6(b), the CBA must include attestations signed by both parties as to: (a) the dates that the public hearing described in I.C. § 20-29-6-1(b) and the public meeting described in I.C. § 20–29–6–19 occurred, and (b) whether governing body members or members of the public were allowed to participate in the public hearing and public meeting by means of electronic communication. Parties may include additional hearings and meetings held pursuant to I.C. § 20-29-6-1(b) and I.C. § 20–29–6–19 in their attestations.</p> <p>Examples</p> <ul style="list-style-type: none"> • Compliant <ul style="list-style-type: none"> ○ The undersigned attest to the following: <ol style="list-style-type: none"> 1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on _____ (date), and electronic participation from the parties and/or public _____ (was/was not) permitted; and 2. A public meeting in compliance with I.C. § 20–29–6–19 was held on _____ (date), to discuss the tentative agreement and electronic participation from the governing body and/or public _____ (was/was not) permitted. • Not Compliant <ul style="list-style-type: none"> ○ The undersigned attest to the following:

	<p>A public hearing and a public meeting were held in compliance with statute. Electronic participation was permitted.</p> <p>TIP: Include the attestations on your signature page for ease in obtaining signatures.</p> <p>TIP: The dates of the public hearing and the public meeting, as well as the electronic participation information in the parties' attestations, must match the data entered for those same fields in Gateway. Inconsistently reported attestation information may result in a finding of noncompliance.</p> <p>For additional information, see the Guide to Public Hearing and Public Meetings.</p>
<p>Posted on school website within fourteen (14) business days after ratification</p>	<p>Per I.C. 20-29-6-19(b), the school employer must post the agreed upon CBA on the school's website no later than 14 business days after the parties have reached an agreement. The posted CBA must be identical to the CBA uploaded to Gateway.</p>

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, the 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.

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 ranges including ISTRF contributions – but at a minimum must include the required salary range statement. <p>Example</p> <p>At the beginning of the 2022-23 school year, the salaries of returning full-time teachers were between \$40,000 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 \$41,500 to \$71,500.</p> <ul style="list-style-type: none"> ▪ Required salary range statement: The salary range is \$40,000 to \$70,000 for returning full-time teachers. ▪ Optional additional salary range statements: <ul style="list-style-type: none"> ○ The salary range after increases are awarded will be from \$41,500 to \$71,500. ○ The salary range for teachers with a Bachelor’s degree is from \$40,000 to \$50,000. The range for teachers with a Master’s degree is from \$44,000 to \$70,000. ○ The salary range, including the school’s contribution to ISTRF is \$41,050 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> <p>Must include a statement if no increases are bargained</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 compensation plan must include a clear statement to that effect. • 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 2022-23, 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 2022-23 is \$0. ▪ All funds allocated to the compensation plan for 2022-23 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 regarding the suspended language.</p>
<p>MINIMUM SALARY</p>	<ul style="list-style-type: none"> • For each school year beginning after June 30, 2022, 1) the compensation plan must clearly demonstrate or include a statement that no full-time classroom teacher (instructs students at least 50% of the workday) is earning less than forty thousand dollars (\$40,000), or 2) the CBA must include a copy of the report submitted to the IDOE in compliance with Indiana Code § 20-28-9-26. • If the salary range (before contract increases) is below \$40,000, but the salary of full-time teachers will meet the \$40,000 statutory requirements after increases, the parties may include an optional salary statement to that effect, in addition to the salary range statement. <p>Example</p> <p>At the beginning of the 2022-23 school year, the salaries of returning full-time teachers were between \$38,000 and \$69,000.</p> <p>After salary increases have been awarded through the compensation plan, the salary range for full-time teachers is \$40,000 to \$71,000, in compliance with I.C. § 20-28-9-26.</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 the criteria for salary increase eligibility. • 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.
 - 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).
 - **The eligibility exemption for teachers in their first two full school years of instructing students is optional. The parties may bargain that all such teachers are exempt from the evaluation rating eligibility requirement, that none are exempt, or that only a portion are exempt, such as those rated improvement necessary but not those rated ineffective (see e.g., Model Compensation Plan #1 at www.in.gov/ieerb/2411.htm).**

TIP: If your CBA uses the statutory citation to refer to the eligibility exemption for new teachers, remember that the exemption was moved to Indiana Code § 20-28-9-1.5(f) in 2018.

Examples

- 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 and defined 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.

TIP: Avoid using eligibility language in the definitions of your salary increase factors (e.g., To be eligible for an increase for the experience factor, a teacher must have been employed by the corporation for at least 120 days in the prior school year). Such language can cause confusion regarding what is intended to be an eligibility criterion and what is intended to be a salary increase factor.

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.

Experience: A teacher who satisfies the INPRS requirement for a year of experience in the prior school year will receive a \$500 salary increase.

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>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> <p>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>NOTE: If the parties use a factor 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 increase to the current contract term. • Increases effective at a date after the current contract expires, and other contract terms covering a period which extends past the termination date of the CBA should not be included in the current contract but should be included in the appropriate future contract. Extensive terms related to prior agreements should be included in the CBA only to the extent they are relevant. <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, 2023.</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. • 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 the 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 compensation plan may not clearly demonstrate compliance with the 50% limitation and a finding of noncompliance may result. <p>NOTE: Adjustments to the initial salary of new teachers who were hired prior to the formal bargaining period of the current contract term are NOT considered salary increases and do not need to conform to the requirements of I.C. 20-28-9-1.5. Rather, such adjustments are viewed simply as the implementation of the subsequently bargained terms governing new hire</p>

salaries. (See the New Hire Salaries section below for more information on bargaining initial salaries.)

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 2022-23 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:
 - limited to bargained parameters or ranges (e.g., a set amount, a range of amounts, within the salary range, etc.);
 - awarded during the term of the CBA; and
 - in compliance with the 50% cap on increases based on education and experience.

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 “New Hire Salaries” section for guidance on superintendent discretion in determining new hire salaries.

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

	<p>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 demonstrate that the compensation plan is compliant with the 50% requirement. If the compensation plan does not demonstrate that it is compliant, a finding of noncompliance will be issued. NOTE that this applies only to how a salary increase is <u>calculated</u>, 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>TIP: Increases provided to teachers on or returning from extended leave must also be included in the compensation plan and must satisfy the requirements of I.C. 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).</p> <p>EXAMPLES (of provisions incorporating teachers who were out on leave [NOT A COMPLETE PLAN]):</p> <p>A. <u>Eligibility</u>: Teachers are eligible for a base salary increase if they received an evaluation of “Highly Effective” or “Effective” on their most recent annual evaluation; and were either employed with the School Corporation for at least 120 days or on Board approved leave during the prior school year.</p> <p>B. <u>Factor Definition</u>: Academic needs is defined as the need to retain effective and highly effective teachers who were on Board approved leave during the prior year.</p> <p>C. <u>Academic Needs Distribution</u>: A teacher returning from a leave term which began in a prior school year will be placed on the salary schedule in the position which they would have occupied had they worked 120 days and received an effective or highly effective evaluation in the prior school year.</p> <p>For examples of a “Return from Leave” increase, see Model Compensation Plans #6 and 6A at www.in.gov/ieerb/2411.htm.</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 <u>an</u> 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

	<p>total possible increase can (and should) be attributed to individual factors.</p> <p>Example</p> <ul style="list-style-type: none"> • 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.) • 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>TIP: “Across-the-Board” increases to the salary schedule and “Return from Leave” increases must be included in the compensation plan and attributed to a factor.</p> <p>For examples of a “Return from Leave” increase, see Model Compensation Plans #6 and 6A at www.in.gov/ieerb/2411.htm.</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. • “Evaluation” (if used as a factor) must be defined as an annual rating of “Highly effective” or “Effective” (or as not “Ineffective” or “Needs Improvement”) in an evaluation conducted pursuant to IC 20-28-11.5

unless a teacher falls within the exception set forth in Indiana Code § 20-28-9-1.5(f).

- “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 (IDOE) consistent with the definition provided in the Indiana State Board of Education (ISBOE) Rules:**
 - “Content area” means the:
 - (A) subject matter an applicant is licensed to teach; or
 - (B) administrative or service function an applicant is licensed to provide. 511 IAC 10.1-1-1(9)
 - Only degrees meeting the ISBOE definition of content area qualify, and parties may not approve additional content areas that do not satisfy this definition.
- “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):
 - 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.

TIP: Avoid defining factors using terms identified by the parties during bargaining but not memorialized in the CBA.

Examples

Compliant

- Evaluation means not having received a rating of Ineffective or Improvement Necessary on the teacher’s most recent evaluation.
- 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

	<p>any content area, as defined by IDOE, in which the teacher currently teaches or any other content area approved by the superintendent.</p> <ul style="list-style-type: none"> ▪ Assignment of instructional 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 semester; or (3) serve as a trainer in a professional development activity that has been pre-approved by the superintendent. ▪ 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 is defined as the need to retain the following teachers important to the corporation: ID#8569, ID#6398, etc. for the following reason(s): _____. ▪ Academic needs is defined as the need to retain the following teachers for reason(s) other than education and/or experience: _____. <p><u>Not compliant</u></p> <ul style="list-style-type: none"> ▪ Evaluation means five or more years of highly effective or effective ratings. ▪ 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 (as defined by IDOE) Master’s degree only.) ▪ Eligible teachers will receive a \$1,000 increase to their base salaries for having a Master’s degree in a content area as defined by IDOE or another content area approved by the superintendent. (The superintendent does not have authority to define something as “content area” if it does not meet the IDOE definition.) ▪ 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 the 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. ▪ Academic needs means the importance of retaining particular teachers identified by the parties during bargaining. (This definition does not provide the level of clarity needed for teachers to know what is required to earn the increase. Furthermore, this definition implies that the parties have reached agreement on, and intend to be bound by, salary terms “identified by the parties during bargaining” but not memorialized in the CBA.)
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50% LIMITATION

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

- The 50% calculation is based on the total possible increase available under the compensation plan, not the actual increase for any 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 (I.C. § 20-28-9-1.5(d)(1)) or to implement a teacher retention catch-up increase (I.C. § 20-28-9-1.5(d)(2)). (See the **Exceptions to the 50% Limitation** 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.

Examples – Demonstrating compliance with 50%

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 a 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.
- 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.
- To have the benefit of a 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 is made in comparison to new teacher salaries, it must comply with the 50% requirement.
- 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 education or experience are included in the definition of a factor and/or in the manner for distributing increases for a factor, the portion of the distribution based on experience or education will be included in the calculation of the 50%.
 - If it is unclear what portion of the distribution is based on experience or education, the entire increase amount for the factor will count towards the 50% cap.
 - **But Note** -- If the factor is the basis for a salary increase to reduce the gap or implement a teacher retention catch-up, the amount of salary increase for the factor is exempt from the 50% restriction as long as the requirements for those exceptions have been met (see **Exceptions to the 50% Limitation** section below).

	<ul style="list-style-type: none"> ▪ If academic needs is defined as the need to retain particular teachers or is based on superintendent discretion, it must be clear that the determination is not based on education or experience, or such amount will be included in the 50% calculation. <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. If the parties fail to clearly demonstrate compliance with the requirement, a finding of noncompliance may result.</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>For an example of a salary increase for education and experience that is compliant with the 50% calculation requirement, see Model Compensation Plan #1A at www.in.gov/ieerb/2411.htm.</p>
<p>EXCEPTIONS TO THE 50% LIMITATION:</p> <p>Reducing the Gap and Implementing a Teacher Retention Catch-Up</p>	<ul style="list-style-type: none"> ▪ As detailed in the prior section, the compensation plan must demonstrate that education and experience do not account for more than 50% of the total salary 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 (I.C. § 20-28-9-1.5(d)(1)) or to implement a teacher retention catch-up increase (I.C. § 20-28-9-1.5(d)(2)). <p>Reducing the gap (Indiana Code § 20-28-9-1.5(d)(1))</p> <ul style="list-style-type: none"> • 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 <u>as long as the gap is actually reduced.</u> • <u>If the gap is not reduced, there is no exemption from the 50% requirement.</u> • The particular increase to reduce the gap <u>must be clearly identified</u> 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.) • <u>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.</u>

- 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 = \$40,000 to \$65,000

Average salary = \$52,500

Gap = \$12,500

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 = \$42,000 (\$40,000 + \$2,000)

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

New range = \$42,000 to \$65,500

New average salary = \$53,750

New gap = \$11,750

The gap has been reduced by \$750. ($\$11,750 - \$12,500 = -\750)

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 4 and 4A at www.in.gov/ieerb/2411.htm.

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 a factor**. 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 one of the five factors.
- **Clearly identify the increase as a teacher retention catch-up.**
- 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 by increasing these teachers’ salaries an additional \$1,000 in comparison to the \$1,000 increase in the new minimum teacher 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.

	<ul style="list-style-type: none"> • 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 with an increase not to exceed the maximum salary amount at which the superintendent may hire a new teacher in that content area. <p>For an example of a teacher retention catch-up salary increase, see Model Compensation Plan 5 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 • Merely reciting the statutory requirement that redistribution will occur, without the components described above, is insufficient and will result in a finding of noncompliance. • 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. • 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 third example below). <p>TIP: Be cautious when your compensation plan uses a pot of money divided by points to allocate some, but not all, of the possible salary increases (e.g., a catch up increase of \$500 attributed to the academic needs factor is also bargained for a small group of teachers making less than a certain salary). The compensation plan may still require a redistribution plan for the portion of salary increases not based on the pot of money.</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

	<p>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.</p> <ul style="list-style-type: none"> • \$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 or highly effective. The redistribution will be paid as a stipend in the last payroll of the school year. • For an example of a plan utilizing only a pot of money that is entirely distributed under the plan, making redistribution unnecessary, see Model Compensation Plan 1 or 2A at www.in.gov/ieerb/2411.htm.
<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 and 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>NOTE: Because the initial salaries of newly hired teachers are typically bargained after those teachers have already been hired, it is common for new hire salaries to be adjusted to conform with the CBA for that time period. Such adjustments to new teacher salaries are not considered salary increases and are governed by the bargained new hire salary provision rather than the compensation plan’s salary increase terms.</p> <p>Examples</p> <p><u>Compliant</u></p> <ul style="list-style-type: none"> • The salary range for teachers hired at the beginning of 2022-23 is \$40,000 to \$70,000. 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</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 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 issued to a majority of teaches should be included in the compensation plan. 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. Not clearly identified and treated as subject to compensation plan requirements: A teacher will receive an additional \$3,000 for teaching a dual credit course. All teachers will receive a \$2000.00 stipend. Since this stipend will be given to the majority of the bargaining unit members it should be included in the compensation plan. <p>TIP: Examples of provisions for stipends to extend over a period of time:</p> <ul style="list-style-type: none"> “Teachers who satisfy the academic needs factor will receive a \$1,000 stipend. No teacher shall be eligible to receive a stipend pursuant to the foregoing provision if they have received a total of \$2,000 or more in stipends pursuant to this provision in the past two years.” “At the discretion of the Superintendent, a teacher within their first three years of full-time employment with the School Corporation may receive a one-time stipend of up to \$1,000, not to exceed \$3,000 lifetime pursuant to this provision.” “Teachers hired in the past three years will receive a bonus stipend of \$1,000 pursuant to this section, not to exceed \$3,000 over any three year period.”
<p>WAGES</p>	
<p>Ancillary duties – wages and other compensation</p>	<ul style="list-style-type: none"> In 2021, the Indiana Supreme Court affirmed that parties may not bargain what constitutes an ancillary duty or any limitations on the assignment of such a duty.

“Teachers and schools may not bargain over work assignments, including ancillary duties, because this is an impermissible bargaining subject and interferes with school’s exclusive rights to assign and direct teachers’ work.” *Culver Cmty. Teachers Ass’n v. Ind. Educ. Emp’t Relations Bd.*, 174 N.E.3d 601 (Ind. 2021).

- 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.
 - **NOTE: The parties may bargain a limitation or condition on the wage, but not on the duty itself.**
- 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 workday.

Examples

Compliant

- 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 that the teacher covers a class period for another teacher.
- Teachers will receive \$75 when assigned a detention session for 10 or less students and \$100 when assigned a detention session for 11 or more students. (Different payment amounts for different size groups is a condition on the wage, rather than a condition on the assignment, and this is compliant.)
- The School Corporation has determined that supervision of after school detention is a compensable ancillary duty. The parties agree that teachers assigned this duty will be compensated \$75 for each detention session.

Not compliant

- 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. (Parties cannot bargain what constitutes an ancillary duty. Schools alone can define what ancillary duties may be required of teachers. “[E]xcept in an emergency situation” and “No...more than one time per semester” are impermissibly bargained conditions that interfere with the school’s ability to assign the duty.)
- Evening detention shall be paid at a flat rate of \$75 for 10 students or less. (“10 students or less” is an impermissibly bargained condition that interferes with the school’s **ability to assign** a teacher to supervise detention – specifically, it limits assignment by group size.)

	<ul style="list-style-type: none"> ○ NOTE: By removing the “flat rate” reference and adding an additional pay rate for 11 or more students, a similar provision in the examples above is compliant, because what has been bargained there is a condition on the wage vs. a condition on the actual assignment. ▪ Upon mutual agreement, a teacher may be requested to supervise a class’s instructional time during his/her preparation period. (This provision is noncompliant because the parties bargained to require “mutual agreement” of the teacher before the school could assign the teacher to serve as a substitute. The parties cannot bargain any limitations or restrictions on the school’s ability to assign the duty.) ▪ If a teacher is asked to, and accepts, responsibility for completing [ancillary duty], the teacher will receive an additional five hours of pay per week. (This provision is noncompliant because it requires the teacher to accept the duty. The parties cannot bargain any limitations or restrictions on the school’s ability to assign the duty.) <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>
<p>Extracurricular or co-curricular duties - wages</p>	<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 specific to “lay”, “non-certified”, or “administrative” (non-bargaining unit) 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.
<p>Other permissible wage/salary items</p>	<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. • Parties must include all bargained and agreed upon 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

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.

	<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 <p>TIP: Make sure that any payments for fringe benefits are clearly marked as stipends in the CBA. Examples include severance pay for years of service upon retirement, purchase of unused sick leave days, and payments to those who decline health plan coverage. The Compliance Office may assume payments not noted as stipends are base increases and noncompliant.</p>

³ Beginning July 1, 2017, “A school corporation, charter school, or nonpublic school may agree to pay the costs associated with obtaining an expanded 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 the 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.
Limits on school corporation’s assignment of regular teaching duties	<ul style="list-style-type: none"> • The parties cannot bargain any restrictions on the school corporation’s authority to manage and direct the work of teachers. I.C. § 20-29-4-3(1).
What constitutes an ancillary duty and limits on the school’s assignment of an ancillary duty	<ul style="list-style-type: none"> • The parties cannot bargain what constitutes an ancillary duty or any parameters, restrictions, or limitations on the school’s assignment of an ancillary duty. <p>See ancillary duties in the Wages section above (page 23).</p>
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

	<ul style="list-style-type: none"> ▪ 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 informational purposes only. Failure to include this statement will result in a finding of noncompliance.</p> <p>NOTE: The number of days may appear in a calculation (e.g., salary equals the per diem rate X a number of days, or the daily rate equals salary divided by the number of days).</p>
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 Superintendent⁴ • Supplemental payments pursuant to I.C. 20-28-9-1.5(a)⁵ • The source of funding for a given salary or wage, or how much a school must budget for a given salary or wage, <u>unless</u> it is a condition on the wage
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) 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 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

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

⁵ Supplemental payments under I.C. 20-28-9-1.5(a) are the discretionary payments the school corporation may make to a teacher **in excess of the salary specified in the school corporation's compensation plan, and effective July 1, 2022, are no longer limited to specific teachers. Supplemental payments are not subject to collective bargaining; however, discussion of the supplement must be held.** This is not the same as the compensation for a supplemental service contract pursuant to I.C.20-28-6-7(d).

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| | <ul style="list-style-type: none">▪ school employee rights as set forth in I.C. §§ 20-29-4-1 and 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) |
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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. For a school employer, this must usually be the school board president or secretary. See I.C. § 20-26-4-8. <p>Examples</p> <ul style="list-style-type: none"> ▪ Compliant: “The MOU was ratified by both parties on February 5, 2023. Signed: <u>John Smith</u> Signed: <u>Alice Jones</u>” ▪ Compliant: “Signed: <u>John Smith</u> Date: <u>02/05/23</u> Signed: <u>Alice Jones</u> Date: <u>02/06/23</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"> • Within 10 business days of ratification, the ratified MOU (and written explanation) should be uploaded to Gateway (https://gateway.ifionline.org/) as a standalone PDF file in the MOU Upload application. Parties should no longer combine the collective bargaining agreement and MOU into one PDF before uploading through the CBA upload application. • 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. • The MOU, like the CBA, must also be posted on the corporation’s webpage within 14 business days of ratification. • In addition to submission to IEERB via Gateway upload, the ratified MOU may be submitted to IEERB by email to ratifiedcontracts@ieerb.in.gov within 10 business days of ratification. The other party to the CBA should be copied on the email submission. <p>TIP: Upload the MOU to https://gateway.ifionline.org/ immediately after the last signature is obtained.</p> <p>NOTE: The 2017 changes to the bargaining timeline have resulted in numerous MOUs regarding health insurance benefits that must be determined prior to the start of formal bargaining for a new collective bargaining agreement. Such MOUs are addressed in Non-rule Policy Document No. 2018-2 (available at https://in.gov/ieerb/files/NPD-2018-2.pdf) These MOUs must still be uploaded into Gateway within 10 business days of ratification.</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.

<p>If MOU is ratified outside of the bargaining timelines, it must satisfy one of the exceptions for compliance</p>	<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"> ▪ The parties became aware of newly discovered information or an unanticipated event occurred that was not known or available at the time the parties ratified the original CBA; or ▪ Non-rule policy guidance issued by the board addressing unanticipated circumstances impacting multiple bargaining parties allowed the parties to bargain and ratify 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. <ul style="list-style-type: none"> ○ Parties seeking IEERB’s review of a proposed MOU should send a request to compliance@ieerb.in.gov. ○ The request should include an unsigned draft of the proposed MOU as well as a written explanation of why the MOU is necessary. ○ The party sending the request should include their bargaining counterpart on the email, so that both the school employer and exclusive representative are included. ○ IEERB will acknowledge receipt of proposed MOU review requests and will provide additional information at that time. <p>EXAMPLES</p> <p>Pre-approved and compliant</p> <ul style="list-style-type: none"> ▪ 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 2022-23 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. <p>Not pre-approved and not compliant</p> <ul style="list-style-type: none"> ▪ During the formal bargaining period, parties discovered a discrepancy in how credit for prior experience was calculated for teachers hired before
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	<p>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.</p> <p>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.</p> <p>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.</p>
MOU expiration	<ul style="list-style-type: none"> • Because an MOU modifies a corresponding CBA, it is effective only for the life of the CBA and expires when the CBA expires. • Except in the limited circumstances addressed in NPD 2018-2 regarding certain health insurance MOUs, an MOU should not include terms bargained for a subsequent contract period; nor should an MOU be used to amend an expired CBA during the status quo period per I.C. 20-29-6-16(b) (“Upon the expiration of the current contract that is in effect, except for teacher appreciation grant stipends and additions to base salary provided under I.C. 20-43-10-3.5, 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.”) <p>TIP: If you originally bargained a salary, wage, or benefit provision in an MOU, but agree to continue that provision when bargaining your subsequent CBA, you should incorporate the provision into the body of your new CBA rather than attaching the expired MOU to your new contract.</p>

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 compliance assessment conference or prior approval.</p>
Compliance Assessment Conference	<ul style="list-style-type: none"> • An order requiring a compliance assessment conference 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. • A compliance assessment conference order requires that the parties participate in a joint meeting with IEERB staff to review the results of the most recent compliance report.
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 or more 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>



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2022 Model Compensation Plans

	Salary Increase: No Salary Increase Differentials
1	Salary Increase: Pool of Funds Divided by Points
1A	Salary Increase and Stipend: Increase for Education and Experience Compliant with 50% Requirement
1B	Salary Schedule: Row and Column Advancement
	Salary Increases Include Subfactors
2	Salary Increase: Flat Amounts with Evaluation Subfactors
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	Examples of Academic Needs Flexibility
3	Academic Needs Defined as Need to Retain Teachers Based on their Current Salaries
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	Use of Differential to Reduce the Gap
4	Salary Increase Differential to “Reduce the Gap” Based on Experience
4A	Salary increase Differential to “Reduce the Gap” Based on Academic Needs
	Use of Differential to Implement a Teacher Retention Catch-Up
5	Salary Increase Differential to Implement a Teacher Retention Catch-Up
	Increases Include Provisions for Teachers Returning from Leave
6	Salary Schedule: Provisions for Teachers Returning from Leave included in Factor Definitions
6A	Academic Needs Defined as Need to Retain Teacher Returning from Leave

2022 MODEL COMPENSATION PLAN #1

Salary Increase

Pool of Funds Divided by Points

A. Salary Range

\$40,000 to \$67,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. Amount available for base salary increases: \$200,000
2. General Eligibility
 - a. Except as provided in subsection (b) 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.
 - b. 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.
3. Factors and Definitions
 - a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
 - b. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
 - c. 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.
4. 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.
 - Example: $\$200,000 / 2,000 \text{ points} = \100 per point
 - Salary increase amounts are determined by multiplying each teacher's points by the dollar value per point.
 - Example (12 points awarded): $\$100 * 12 \text{ points} = \$1,200 \text{ increase}$
 - 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.
5. Redistribution
Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

2022 MODEL COMPENSATION PLAN #1A
Salary Increase + Stipend
Increases for Education and Experience Compliant with 50% Requirement

A. Salary Range

\$40,000 to \$67,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility
 - a. Except as provided in subsection (b) 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.
 - b. 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.
2. Factors and Definitions
 - a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
 - b. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
 - c. 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.
3. Distribution – amounts to be added to a teacher’s base salary
 - a. Evaluation factor = \$1,000
 - b. Experience factor = \$500
 - c. Master’s degree factor = \$500

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

4. 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.

C. Stipends

1. Amount of stipend = \$500
2. 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 #3 below.
3. Basis for stipend
 - a. Teaching a dual credit or AP class during the current school year.
 - b. Completing National Board certification during the current school year.
 - c. Making a presentation at a corporation-wide professional development meeting during the current school year.
 - d. Serving on a school improvement committee and attending all the committee meetings during the current school year.
4. Distribution

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

2022 MODEL COMPENSATION PLAN #1B
Salary Schedule: Row and Column Advancement

A. Salary Range

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

B. Base Salary Increases

1. General Eligibility

- a. 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.
- b. A teacher who is currently receiving the highest salary commensurate with the teacher's educational attainment is not eligible for a salary increase.

2. Factors and Definitions

- a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Possess a content area master's degree – The teacher earned a master's degree in a content area as defined by the Indiana Department of Education after January 1, 2022.

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

- a. 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.
- b. A teacher in the master's column who satisfies the evaluation rating will advance a row in the master's column.
- c. 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, 2022) 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)

4. 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.

C. 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 2022-23 salary schedule, will not receive an increase to their base salary, but will receive a stipend in the amount of \$1,500.

Appendix A
2022-23 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).

2022 MODEL COMPENSATION PLAN #2
Salary Increase
Flat Amounts with Evaluation Subfactors

A. Salary Range

\$40,000 to \$67,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility

- a. Except as provided in subsection (b) 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.
- b. 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.

2. Factors and definitions

- a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
- c. 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.

3. Distribution –Amounts to be distributed as base salary increase

- a. Highly Effective evaluation rating = \$800
- b. Effective evaluation rating = \$700
- c. Experience = \$400
- d. Content area master's degree = \$400

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

4. 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.

2022 MODEL COMPENSATION PLAN #2A
Pool of Funds Divided by Points with Evaluation Rating Subfactors

A. Salary Range

\$40,000 to \$67,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. Amount available for base salary increases: \$300,000
2. General Eligibility
 - a. Except as provided in subsection (b) 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.
 - b. 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.
3. Factors and definitions
 - a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
 - b. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior year.
 - c. 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.

4. 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.

5. Redistribution

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

2022 MODEL COMPENSATION PLAN #2B
Salary Schedule: Row Advancement Only
Education and Instructional Leadership Subfactors

A. Salary Range

\$40,000 to \$66,750, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility: Teachers are eligible for a base salary increase if they received an evaluation of “Highly Effective” or “Effective” on their most recent annual evaluation.
2. Factors and Definitions
 - a. Evaluation Rating – The teacher received a highly effective or effective evaluation rating on their most recent evaluation.
 - b. Years of Experience – The teacher was employed at least 120 days by the corporation in the prior school year.
 - c. Possess a Content Area Master’s Degree (Education) – The teacher earned a master’s degree in a content area as defined by 511 IAC 10.1-1-1(9).
 - d. Assignment of Instructional Leadership – The teacher completes at least 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 semester; or (3) serve as a trainer in a professional development activity that has been pre-approved by the superintendent.
3. Distribution – Advancing on the Salary Schedule (See Salary Schedule attached as Appendix A):
 - a. A teacher who satisfies the evaluation rating factor will advance 2 rows.
 - b. A teacher who satisfies the years of experience factor will advance 2 rows.
 - c. A teacher who newly obtained a Master’s Degree in the previous year will advance 4 rows; a teacher who earned a Master’s Degree prior to the previous year will advance 1 row.
 - d. A teacher who satisfies the assignment of instructional leadership will advance* as follows:
 - i. Teaching a dual credit course = 6 rows.
 - ii. Serving as a volunteer tutor or providing after school hours assistance to students at least 10 hours per semester = 2 rows.
 - iii. Serving as a training in a professional development activity that has been pre-approved by the superintendent = 1 row.

*Teachers may advance once for each instructional leadership subfactor, for a maximum movement of 9 rows for this factor.

The increase for advancing a row is \$250.

The experience and education factors accounts for 35% of the maximum available salary increase (\$1,500/\$4,250)

4. 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.

Appendix A
2022-23 Salary Schedule

Row	Salary (Dollars)
1	40,000
2	40,250
3	40,500
4	40,750
5	41,000
6	41,250
7	41,500
8	41,750
9	42,000
10	42,250
11	42,500
12	42,750
13	43,000
14	43,250
15	43,500
16	43,750
17	44,000
18	44,250
19	44,500
20	44,750
21	45,000
22	45,250
23	45,500
24	45,750
25	46,000
26	46,250
27	46,500
28	46,750
29	47,000
30	47,250
31	47,500
32	47,750
33	48,000
34	48,250
35	48,500
36	48,750
37	49,000
38	49,250
39	49,500
40	49,750

41	50,000
42	50,250
43	50,500
44	50,750
45	51,000
46	51,250
47	51,500
48	51,750
49	52,000
50	52,250
51	52,500
52	52,750
53	53,000
54	53,250
55	53,500
56	53,750
57	54,000
58	54,250
59	54,500
60	54,750
61	55,000
62	55,250
63	55,500
64	55,750
65	56,000
66	56,250
67	56,500
68	56,750
69	57,000
70	57,250
71	57,500
72	57,750
73	58,000
74	58,250
75	58,500
76	58,750
77	59,000
78	59,250
79	59,500
80	59,750
81	60,000
82	60,250

83	60,500
84	60,750
85	61,000
86	61,250
87	61,500
88	61,750
89	62,000
90	62,250
91	62,500
92	62,750
93	63,000
94	63,250
95	63,500
96	63,750
97	64,000
98	64,250
99	64,500
100	64,750
101	65,000
102	65,250
103	65,500
104	65,750
105	66,000
106	66,250
107	66,500
108	66,750
109	67,000
110	67,250
111	67,500
112	67,750
113	68,000
114	68,250
115	68,500
116	68,750
117	69,000
118	69,250
119	69,500
120	69,750
121	70,000
122	70,250

2022 MODEL COMPENSATION PLAN #3

Academic Needs Defined as Need to Retain Teachers Based on their Current Salary Level.

A. Salary Range

\$38,000 to \$65,000, not including current year increases or TRF contributions.

After salary increases have been awarded through the compensation plan, the salary of all full-time teachers is \$41,500 to \$67,300, in compliance with I.C. § 20-28-9-26.

B. Base Salary Increases

1. General Eligibility

To be eligible for a salary increase, a teacher:

- a. Must not have been rated ineffective or improvement necessary in the prior year, AND
- b. 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.

2. Factors and Definitions

- a. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Year of experience – The teacher was employed in the corporation for at least 120 days in the prior school year.
- c. Academic Need – The importance of retaining teachers in the corporation based on their current salary level.

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

- a. Evaluation rating of highly effective or effective = \$1,000
- b. Year of experience = \$300
- c. Academic Need
 - i. Teacher with salary less than or equal to \$40,000 after increase for evaluation and experience = such amount as will increase their salary to \$41,500.
 - ii. Teacher with salary between \$40,001 and \$41,000 after increase for evaluation and experience = such amount as will increase their salary to \$42,000.
 - iii. Teacher with salary greater than \$41,001 after increase for evaluation and experience = \$1000.

The experience factor accounts for 8.6% of the maximum available salary increase (\$300/\$3,500).

4. 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.

2022 MODEL COMPENSATION PLAN #3A

Academic Needs Defined as the Subjects of Secondary Science, Technology, and Math

A. Salary Range

\$40,000 to \$65,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility

To be eligible for a salary increase, a teacher:

- a. Must not have been rated ineffective or improvement necessary in the prior year, AND
- b. 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.

2. Factors and definitions

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

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

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

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

4. 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.

2022 MODEL COMPENSATION PLAN #4
Salary Increase Differential to “Reduce the Gap” based on Experience

A. Salary Range

\$38,000 to \$65,000, not including current year increases or TRF contributions.

B. Average and Gap

The average of the minimum and maximum teacher salary = \$51,500

The gap between the minimum and average salaries = \$13,500

C. Base Salary Increases

1. 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.

2. Factors and definitions

- a. Evaluation rating – The teacher received a highly effective or effective evaluation rating the prior year.
- b. Year of experience – The teacher was employed in the corporation for at least 120 days in a given school year.

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

- a. Evaluation rating = \$1,000
- b. Years 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 = \$1,750
 - c. Teachers with five to ten years’ experience with the corporation = \$1,500
 - d. Teachers with eleven or more years’ experience with the corporation = \$1,250

4. 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.

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

New minimum and new maximum = \$40,000 to \$66,250³

The average of the new minimum and maximum teacher salary = \$53,125

The gap between the new minimum and average salaries = \$13,125

The gap has been reduced by \$375.

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 \$40,000 (\$38,000 + \$2,000), and the new maximum is \$66,250 (\$65,000 + \$1250).

2022 MODEL COMPENSATION PLAN #4A
Salary Increase Differential to “Reduce the Gap” based on Academic Needs

A. Salary Range

\$38,000 to \$65,000, not including current year increases or TRF contributions.

After salary increases have been awarded through the compensation plan, the salary range for full-time teachers is \$40,000 to \$65,000, in compliance with I.C. § 20-28-9-26.

B. Average and Gap

The average of the minimum and maximum teacher salary = \$51,500

The gap between the minimum and average salaries = \$13,500

C. Base Salary Increases

1. 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.

2. Factors and definitions

- a. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Academic need – The need to retain teachers whose current salary is less than \$40,000.

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

- a. Evaluation rating = \$1,250
- b. Academic Needs – **The salary increase for academic needs is to reduce the gap.**¹
 - i. Teachers whose current salary is between \$38,000 and \$38,499 = \$2,000
 - ii. Teachers whose current salary is between \$38,500 and \$38,999 = \$1,750
 - iii. Teachers whose current salary is between \$39,000 and \$39,999 = \$1,500

4. 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.

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

New minimum and new maximum = \$40,000 to \$65,000²

The average of the new minimum and maximum salary = \$52,500

The gap between the new minimum and average salaries = \$12,500

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 \$40,000 (\$38,000 + \$2,000), and the maximum remains the same (\$65,000 + \$0).

2022 MODEL COMPENSATION PLAN #5
Salary Increase Differential to Implement a Teacher Retention Catch-Up

A. Salary Range

\$38,000 to \$70,000, not including current year increases or TRF contributions.

After salary increases have been awarded through the compensation plan, the salary range for full-time teachers is \$40,000 to \$71,250, in compliance with I.C. § 20-28-9-26.

B. Base Salary Increases

1. 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.

2. Factors and Definitions

- a. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year.
- b. Year of Experience – The teacher was employed in the corporation for at least 120 days in a given school year.
- c. 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 \$2,000 in comparison to the increase in the new teacher minimum salary.

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

- a. Evaluation rating = \$1,000
- b. Experience = \$25
- c. Academic Needs – **The salary increase for academic needs is a teacher retention catch-up**¹
 - i. Teachers with at least 1 year of experience whose current salary is \$38,000 prior to increases = \$2,000.
 - ii. Teachers with at least 2 years of experience whose current salary is \$38,500 or less prior to increases = \$1,750.
 - iii. Teachers with at least 3 years of experience whose current salary is \$39,000 or less prior to increases = \$1,500.
 - Experience accounts for approximately 7.7% of the total possible increase (\$250/\$3,250).²

4. 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.

C. Teacher Retention Catch-Up New Teacher Salary Comparison

2021-22 New Teacher Starting Minimum Salary = \$38,000

2022-23 New Teacher Starting Minimum Salary = \$40,000

Increase in New Teacher Starting Minimum Salary = \$2,000

¹ The specific salary increase 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.

2022 MODEL COMPENSATION PLAN #6
Provisions for Teachers Returning from Leave included in Factor Definitions

A. Salary Range

\$40,000 to \$69,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility: Teachers are eligible for a base salary increase if they received an evaluation of “Highly Effective” or “Effective” on their most recent annual evaluation and either worked for the School Corporation at least 120 days or were on Board approved leave during the prior school year.
2. Factors and Definitions
 - A. Evaluation Rating – The teacher received a highly effective or effective evaluation rating on their most recent evaluation.
 - B. Years of Experience – The teacher worked 120 days in the corporation in the prior school year or was on Board approved leave during the prior year.
 - C. Assignment of Instructional Leadership – The teacher completes at least 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 semester; or (3) serve as a trainer in a professional development activity that has been pre-approved by the superintendent.
3. Distribution – Advancing on the Salary Schedule (See Salary Schedule attached as Appendix A)
 - A. A teacher who satisfies the evaluation rating factor will advance 2 rows.
 - B. A teacher who satisfies the years of experience factor will advance 1 row.
 - C. A teacher who satisfies the assignment of instructional leadership will advance 1 row.
Note: a teacher may advance no more than 1 row for instructional leadership, regardless of the number of instructional leadership criteria met.

The increase for advancing a row is \$1,000.

The experience factor accounts for 25% of the maximum available salary increase (\$1,000/\$4,000)

4. 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.

Appendix A
2022-23 Salary Schedule

Row	Salary
1	\$40,000
2	\$41,000
3	\$42,000
4	\$43,000
5	\$44,000
6	\$45,000
7	\$46,000
8	\$47,000
9	\$48,000
10	\$49,000
11	\$50,000
12	\$51,000
13	\$52,000
14	\$53,000
15	\$54,000
16	\$55,000
17	\$56,000
18	\$57,000
19	\$58,000
20	\$59,000
21	\$60,000
22	\$61,000
23	\$62,000
24	\$63,000
25	\$64,000
26	\$65,000
27	\$66,000
28	\$67,000
29	\$68,000
30	\$69,000

2022 MODEL COMPENSATION PLAN #6A

Academic Needs Defined as Need to Retain Teachers Returning from Leave

A. Salary Range

\$40,000 to \$75,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility: 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.
2. Factors and Definitions
 - a. Evaluation Rating – The teacher received a highly effective or effective evaluation rating in the prior school year.
 - b. Years of Experience – The teacher was employed 120 days by the corporation in the prior school year.
 - c. Academic Needs – The need to retain teachers who were on Board approved leave during the prior year.
3. Distribution – amounts added to base salary
 - a. A teacher who satisfies the evaluation rating factor will receive \$1,000.
 - b. A teacher who satisfies the years of experience factor will receive \$500.
 - c. A teacher who is returning from a Board approved leave term which began in a prior school year will receive the same salary increase they would have received had they worked 120 days and received an effective or highly effective rating in the prior school year (i.e., \$1,500).

The experience factor accounts for 33% of the maximum available salary increase (\$500/\$1,500)

4. 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.



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Guide to Exclusive Representative Affidavit & Teacher Letter

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

In 2018, the General Assembly passed SEA 407 (codified at Indiana Code § 20-29-5), which requires IEERB to send letters to school employees in corporations where less than a majority of school employees are members of the exclusive representative/union. IEERB staff has compiled the following information on the exclusive representative affidavit and teacher letter for **guidance only. IEERB cannot provide legal advice; nor does this guidance bind IEERB in any way.** This guidance is not intended to take the place of careful review of IC 20-29-5 and 560 IAC 2-2.1, or as a substitute for legal advice. Questions about the exclusive representative affidavit or the teacher letter may be sent to Questions@ieerb.in.gov.

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I. Definitions

A. Bargaining Unit Member

School employees in the bargaining unit certified by IEERB, the definition of which should be included in the parties' CBA. Bargaining unit members are represented by the exclusive representative regardless of whether they are members of the exclusive representative.

B. Exclusive Representative

The school employee organization that has been voluntarily recognized by the school employer or certified by IEERB after an election.

C. Member of Exclusive Representative

A school employee who belongs to/has joined the exclusive representative. School employees are not required to be members of the exclusive representative.

II. Process

A. Exclusive Representative Submits Affidavit to School by September 15, 2022

1. The affidavit must contain:
 - a. Name of Exclusive Representative
 - b. Name of School Corporation
 - c. Certification of number of exclusive representative members corporation-wide
 - d. Certification of the number of exclusive representative members by school
 - e. Signature of President of Exclusive Representative
 - f. Contact Information of Exclusive Representative
2. It is recommended that the affidavit also contain
 - a. The number of bargaining unit members corporation wide.
3. Do not include:
 - a. Any information that would identify a particular school employee.
 - b. Names of any school employee, except for the president of the exclusive representative, who must sign the affidavit.
4. A sample affidavit is [below](#).

B. School Employer submits membership information into Gateway by October 1

1. School Employer will upload affidavit and complete online form on Gateway.
2. School Employer will be required to provide number of bargaining unit members.
3. The Gateway questions are [below](#).

C. IEERB Review

1. IEERB will review information and contact parties regarding any discrepancies

2. If IEERB determines that less than a majority of bargaining unit members are members of the exclusive representative, IEERB will notify parties.
3. School Employer will be required to send IEERB the email addresses of all bargaining unit members.

D. Issuance of IEERB Letter

1. IEERB will issue letter by email to all teachers through Gateway
2. A draft letter is [below](#).

III. FAQs

A. How do I determine the number of bargaining unit members?

Your CBA has the bargaining unit positions listed. That information should be checked with school records on certificated employees. For example, if your unit description is all certificated employees except the superintendent, assistant superintendent and principals, then take a list of certificated employees, count everyone and subtract the exceptions.

B. What date should I use to count bargaining unit members?

September 15

C. Does the exclusive representative have to list the number of bargaining unit members?

No. However, if no number is listed, the exclusive representative will have waived any objections to the school corporation's number.

D. What if the parties do not agree on the number of bargaining unit members?

IEERB will take no action unless the disagreement impacts whether the majority threshold has been reached. If it does, IEERB will conduct an investigation and determine whether the threshold has been reached.

E. What if the membership is 50%?

This does not constitute a majority; the teacher letter will be sent.

F. Does the exclusive representative have to use the draft affidavit?

No. However, the affidavit must include the information listed above.

G. Who will receive the letter?

All school employees in the unit.

H. Will the exclusive representative send names?

No, neither the exclusive representative nor the school employer should send each

other or IEERB any information that could identify a particular school employee as a member or non-member of the exclusive representative. The exception is for the president of the exclusive representative, who will need to provide contact information.

I. Is this a one-time process?

No, the statute requires that this process be repeated every year. Therefore, you could have some years where a letter is sent and other years where a letter is not sent.

IV. Tips, Reminders and Additional Information

IEERB strongly recommends that the parties meet in early September to discuss the number of bargaining unit members. IEERB believes this process will result in a higher than normal level of inquiries to IEERB, exclusive representatives, school employers, and other stakeholders.

IEERB reminds all parties to be careful not to engage in an unfair practice.

This process will eliminate the need for the annual exclusive representative survey; therefore, the parties should ensure that the contact information provided is accurate as it will be used for the purposes of sending information relating to collective bargaining.

V. Sample Affidavit

School Employee Exclusive Representative Affidavit

Comes now the President of the [Name of Exclusive Representative], the exclusive representative of the bargaining unit of school employees of [Name of School Employer], being first duly sworn upon his or her oath, and testifies as follows:

1. The number of members of the exclusive representative (corporation-wide) as of September 15, 2022, is: [# of members]
2. Select one of the two options:
 - Number of members of the exclusive representative as of September 15, 2022, by building (*add more rows if necessary*):

Name of Building	Number of Members

- Attached is a signed, separate document to this affidavit that lists the number of members of the exclusive representative by building as of September 15, 2022.

(Optional: recommended if known) To the best of my knowledge, the number of bargaining unit members (corporation-wide) as of September 15, 2022, is [# in bargaining unit].

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

Exclusive Representative Email Address

Exclusive Representative President
Signature

Date Signed

VI. Gateway Questions

This file has NOT been uploaded.

Each public school corporation is required to report the number of members of the exclusive representative organization and the total number of employees covered by the teachers collective bargaining agreement (CBA).

How many employees covered by the CBA are members of the exclusive representative organization (union)?	<input type="text"/>
How many employees does the exclusive representative organization claim are covered by the CBA?	<input type="text"/>
How many employees does the corporation claim are covered by the CBA?	<input type="text"/>
Exclusive Representative Email	<input type="text"/>
Exclusive Representative Name	<input type="text"/>

Upload the exclusive representative organization membership verification affidavit PDF file:

<input type="text"/>	<input type="button" value="Browse"/>
<input type="button" value="Upload"/>	

VII. Draft Teacher Letter

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,

Dr. Stacey Hughes, Executive Director
Indiana Education Employment Relations Board



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 2022

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.

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Sincerely,

Dr. Stacey Hughes, Executive Director
Indiana Education Employment Relations Board

**These data represent 1.0 FTE teachers and administrators in the State of Indiana*

2022-2023 Collective Bargaining Reporting School Corporation

Area Type	
Number of 2022-2023 teacher contract days	
Number of 2022-2023 teacher contract hours per day	
Full Time Teachers	
<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 teachers as of 12/31/2022	
Total number of years of experience for all teachers as of 12/31/2022	
Average annual teacher salary	
Salaries for all Full Time Teachers	
Total number of 1st year (new to teaching) teachers hired during 2022-2023 school year	
Total number of teachers hired at the beginning of the 2022-2023 school year with previous teaching experience	
Total number of teachers who retired during the 2021-2022 school year	
Total number of teachers who were retained from 2021-2022	
Total of salary costs for all teachers 2022-2023. Teacher salary is the amount listed on the regular teachers contract.	
Total dollar amount of teachers salaries funded by federal grants 2022-2023	
Total dollar amount of teachers salaries funded by property tax referendum	
Minimum annual teacher salary 2022-2023	
Maximum annual teacher salary 2022-2023	
According to last year's CBR, the statewide teacher salary average was \$56,609. How many teachers have a salary below \$56,609?	
According to last year's CBR, the statewide teacher salary average was \$56,609. How many teachers have a salary above \$56,609?	
Did your corporation provide base salary increases to teachers?	
How many teachers received a base salary increase?	
Total cost of teachers salary base increases 2022-2023	
Total cost of all teacher compensation paid out during the 2022-2023 contract term.	
Did you provide a one-time stipend (excluding extracurricular, ancillary duties, teacher appreciation grants, and supplemental payments) to teachers during 2022-2023?	
Total amount of bargained stipends (excluding extracurricular, ancillary duties, teacher appreciation grants, and supplemental payments) paid to teachers during 2022-2023	
Total number of teachers receiving a stipend in 2022-2023	
Did your corporation offer a Career Ladder/teacher performance model program (as defined by IC 20-20-43-4) ?	

Total number of teachers with 1 year experience	
Total cost of salaries for all teachers with 1 year of experience	
Total number of teachers with 5 years of experience	
Total cost of salaries for all teachers with 5 years of experience	
Total number of teachers with 10 years of experience	
Total cost of salaries for all teachers with 10 years of experience	
Total number of teachers with 15 years of experience	
Total cost of salaries for all teachers with 15 years of experience	
Total number of teachers with 20 years of experience	
Total cost of salaries for all teachers with 20 years of experience	
Total number of teachers with 25 years of experience	
Total cost of salaries for all teachers with 25 years of experience	
Total number of teachers with 30+ years of experience	
Total cost of salaries for all teachers with 30+ years of experience	

Supplemental Payments

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.

For 2021-2022 did you provide any non-bargainable supplemental payments?	
If yes, what was the total amount paid in 2022-2023?	
If yes, how many teachers received non-bargainable supplemental payments?	
Are the supplemental payments paid as a stipend only?	
Are the supplemental payments paid as a base increase only?	
Are the supplemental payments paid as a combination stipend and base increase?	

Retirement

Did you have a bridge plan for early teacher retirees 2022-2023?	
--	--

Teachers Retirement Fund

Who paid the mandatory employee TRF contribution 2022-2023	
--	--

Other Retirement Plans

Indicate percent (%) or amount (\$) of a teacher's salary your corporation contributes to any of the following 2022-2023

401(a) %	
401(a) \$	
403(b) %	
403(b) \$	
VEBA %	
VEBA \$	
Other not elsewhere defined %	

Other not elsewhere defined \$	
If you answer "other", please describe briefly	
Retirement Buyout	
During 2022-2023 did you offer a retirement buyout to teachers?	
How many bargaining unit members accepted the retirement buyout?	
What was the total cost of the retirement buyout?	
Paid Time Off	
Total number of paid time off (including illness, personal, and vacation) days a teacher earns at the beginning of each school year.	
Maximum number of paid time off days a teacher can accrue while employed at the corporation. <i>If there is no corporation cap (or maximum) please enter the number of days accrued by the person with the most accrued days.</i>	
District Level, Non-Teaching Administrators (excluding Superintendent)	
Number of nonteaching, district-level administrators	
Average salary of nonteaching, district-level administrators	
Average daily salary of nonteaching, district-level administrators	
Average total compensation of nonteaching, district-level administrators excluding superintendent	
Total overall number of nonteaching, district-level administrators contract days. Add the days for all administrators and enter total.	
Total salary costs of all nonteaching, district-level administrators (excluding superintendent)	
Total compensation of nonteaching, district-level administrators (excluding superintendent)	
The minimum nonteaching, district-level administrator salary	
The maximum nonteaching, district-level administrator salary	
Superintendent or Director	
Superintendent salary	
Superintendent total compensation	
Health Plans	
Did your corporation provide health insurance plans to teachers?	
Did you place restrictions on coverage for an employee's spouse if he or she has access to healthcare through their own employer?	
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?	
For 2022-2023 were you self insured, fully insured or participate in a trust/consortium?	
How many plan types are available?	
Dental Plans	
Did your corporation provide dental insurance plans to teachers?	
For 2022-2023 were you self insured, fully insured or participate in a trust/consortium?	

How many plan types are available?	
------------------------------------	--

Vision Plans

Did your corporation provide vision insurance plans to teachers?	
--	--

For 2022-2023 were you self insured, fully insured or participate in a trust/consortium?	
--	--

How many plan types are available?	
------------------------------------	--

Health Plan: UMR Network

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan: UMR HDHP-1

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan: UMR HDHP-2

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan:

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan:			
Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan:			
Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan:			
Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan:			
Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Health Plan:			
Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			

Member/Children			
Family			
HSA Plan			

Health Plan:

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			
HSA Plan			

Dental Plan: Anthem Blue Cross Blue Shield

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			

Dental Plan:

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			

Dental Plan:

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			
Member/Spouse or +1			
Member/Children			
Family			

Vision Plan: Vision Service Plan

Selection Type	# of Teachers (enrollees)	Corporation Paid per employee	Teacher Paid per teacher
Single			

Member/Spouse or +1			
Member/Children			
Family			

Vision Plan:

Selection Type	# of Teachers (enrollees)	Corporation Paid <i>per employee</i>	Teacher Paid <i>per teacher</i>
Single			
Member/Spouse or +1			
Member/Children			
Family			

Vision Plan:

Selection Type	# of Teachers (enrollees)	Corporation Paid <i>per employee</i>	Teacher Paid <i>per teacher</i>
Single			
Member/Spouse or +1			
Member/Children			
Family			

INDIANA TEACHER COMPENSATION REPORT

Report for the 2022-2023 School Year



INDIANA EDUCATION EMPLOYMENT RELATIONS BOARD

ISSUED NOVEMBER 2023

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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 2022-2023 school year. It does not make any policy recommendations or prescriptions. Note that these data are for the 2022-2023 school year; legislative changes made in 2022 will not be reflected.

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

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

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 statewide salary schedule.
- For each school year beginning after June 30, 2022, the minimum salary requirement for each Indiana public school corporation, 1.0 full-time equivalent teacher must be forty thousand dollars. If this requirement cannot be met, the corporation must provide a statement explaining the corporation’s inability to meet the minimum threshold requirement in compliance with [Indiana Code § 20-28-9-26](#).

Who bargains?

Currently, there are 305 teacher collective bargaining units comprising the following types of public schools: school corporations (289), special education service centers (10), and vocational/career education centers (6).

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 using federal grant funds to supplement teacher salaries in 2022-2023 was 291.
- 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.
- Most school corporations 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 using property tax referenda to supplement teacher pay in 2022-2023 was 51.

What about the pay of other employees of the school?

- Salary and total compensation data of superintendents and full-time nonteaching district level administrators are also available in the Collective Bargaining Report. This includes only those employees working at the overall district or corporation level who hold an administrator license from the IDOE. It does not include building level principals, building level administrators, or non IDOE certificated central office staff. Superintendents and district level administrators are excluded from the bargaining unit and are not paid by the terms of the teacher collective bargaining agreement.

About this Report

Source & Accuracy:

The data in this report are 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. The Report opened on May 1, 2023, and closed on July 30, 2023, allowing school corporations to use actual paid data where possible.

What is Included

- Aggregate teacher salary, wages, and benefits data self-reported by bargaining school employers for the 2022-2023 school year.

- Historical aggregate teacher salary, wages, and benefits data self-reported by bargaining school employers for the 2019-20, 2020-21, 2021-22, and 2022-23 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).
- Data on employees who are not in the bargaining unit and are not 1.0 FTE teachers with the exception of the district level administrators and superintendents. 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., school resource officer). To review the composition of the bargaining unit for a particular school corporation, review its bargaining unit order in IEERBSearch.

Frequently Asked Questions

How can I compare teacher salary, wages, and benefits of school districts similar to my school district?

- Individual corporation collective bargaining 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, suburban, and rural?

- The statewide report is available on Gateway and can be sorted according to rurality. Each corporation self-selects urban, suburban, or rural.

How do I find the pay for a particular teacher?

- The 100 R employee compensation report in Gateway. The report is based on the calendar year and includes more information than salary alone.

What if I believe there is an error in a corporation's report?

- Please contact IEERB and the corporation so any errors can be corrected.

Why don't you collect information on charter schools?

- Currently, no charter schools in Indiana have a teacher bargaining unit.

How does teacher compensation compare to administrator compensation?

- Pursuant to IC 20-29-3-15, IEERB began collecting salary and compensation data for district-level administrators and superintendents in 2020. The individual unit reports and the statewide report have these data available.

When will the data for the current school year be released?

Corporations submit the collective bargaining report data between May 1 and July 30. After reviewing and finalizing the data, IEERB will publish it by November 15.

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 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).

Part II: 2023 Collective Bargaining Report

All 305 bargaining units reported data for this collection.

Teacher Days, Hours, Numbers, and School Type

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

- These are the number of days – and hours during those days – teachers are expected to be at school. It may or may not reflect the number of hours actually worked by teachers. Days and hours are not bargained.
- The data reported are for 1.0 FTE teachers; that is, teachers who teach a full day and a full school year.
- Corporations self-select the area type (e.g., rural, suburban, urban).

	Minimum	Maximum	Average	Mode
Teacher contract days	180	196	184	185
Teacher contract hours	6.0	8.3	7.4	7.5

Total number of 1.0 FTE teachers statewide	62,882
Statewide average years of experience	13

Area Type	Rural	Urban	Suburban
	208	41	56

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 paid to teachers.
- Supplemental payments are optional, non-bargained payments provided by the school employer see Indiana Code 20-28-9-1.5 (a) for eligibility.
- The average teacher salary by benchmark year of experience represents average salaries for a specific, benchmark year. The average does not include the years between each benchmark. The years 2-4, 6-9, 11-14, 16-19, and 21-24 are excluded. However, 30+ includes all years of experience at 30, 31, 32, etc.

Base Salary	
Lowest salary reported	\$ 38,000
Highest salary reported	\$ 108,318
Statewide average 1.0 FTE teacher salary	\$ 58,531
Average daily salary rate	\$ 318
Teachers below 21-22 average teacher salary (\$56,609)	31,757
Teacher above 21-22 average teacher salary (\$56,609)	31,188
Average total compensation	\$ 76,608

Base Salary Increase	#	%
Employers providing a base salary increase	297	97%
Teachers receiving a base salary increase	58,664	93%
Average base salary increase	\$	2,938

One-Time Stipend	#	%
Employers providing a stipend	106	35%
Teachers receiving a stipend	16,240	26%
Average one-time stipend	\$	1,695

Statewide Totals	
Total cost of all teacher salaries	\$ 3,680,535,107
Total cost of all teacher compensation	\$ 4,817,272,110
Total cost of all base salary increases	\$ 172,355,935
Total cost of all bargained stipends	\$ 27,521,006
Total cost of all supplemental payments	\$ 9,904,253

Average Teacher Salary by Benchmark Year	#	\$
1	3,567	\$ 45,655
5	2,305	\$ 49,618
10	2,267	\$ 54,250
15	1,891	\$ 60,448
20	1,564	\$ 67,457
25	1,193	\$ 73,337
30+	4,437	\$ 76,155

Miscellaneous

This section includes hiring and career ladder data.

1st year, new-to-teaching hires	3,636
Hired with previous experience	4,557
Teachers retired at the end of 21-22 SY	1,415
Teachers retained from 21-22 SY	55,227
Corporations that provide a career ladder program	46

Teacher Insurance Benefits

This section includes statewide totals for teacher insurance benefits.

Insurance Benefits	\$	#
Total amount paid by employers for health insurance	\$ 595,266,630	305
Total amount paid by employers for dental insurance	\$ 23,121,731	277
Total amount paid by employers for vision insurance	\$ 7,914,781	276
Corporations that implemented spousal restrictions		60
Corporations that implemented a spousal surcharge program		6

Teacher Retirement Benefits

- Teachers are part of the state Teachers' Retirement Fund (TRF), which is part of the Indiana Public Retirement Systems (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	287	94%
Corporations offering a retirement buyout	10	3%
Teachers accepting retirement buyout	56	0.09%
Employers providing bridge plan for retirees	36	12%
Total cost of retirement buyout	\$	581,417

Corporation Paid Teacher Retirement Plans	#	%
Employers contributing a portion of teachers salary to a 401(a)	204	67%
Employers contributing a portion of teachers salary to a 403(b)	76	25%
Employers contributing a portion of teachers salary to a VEBA	111	36%
Employers contributing a portion of teachers salary to " other "	26	8%

Teacher Paid Time Off (PTO)

This section does not include unpaid leave or the cost to the employer for substitute teachers. 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).

Paid Leave	#
Average # of PTO days a teacher earns at the beginning of each school year	13
Average maximum # of PTO days teachers can accrue in a corporation	182

Part III: Four-Year Teacher Compensation Data

SY 2019-20 to SY 2022-23

This part provides a selection of teacher compensation data for the last four school years. Note that different numbers of units will impact percentages. Between SY 19-20 and 20-21, West Clark Community School Corporation split into Silver Creek School Corporation and Borden-Henryville School Corporation, increasing the number of units that bargain state-wide.

Teacher Pay

	2019-2020		2020-2021		2021-2022		2022-2023	
	304		305		305		305	
Total units reporting	304		305		305		305	
Minimum salary	\$	32,000	\$	32,275	\$	35,000	\$	38,000
Maximum salary	\$	95,188	\$	96,875	\$	105,000	\$	108,318
Average salary	\$	53,463	\$	53,991	\$	56,609	\$	58,531
Average total compensation	\$	70,540	\$	71,343	\$	75,199	\$	76,608
Average daily salary rate	\$	292	\$	293	\$	308	\$	318
	#	%	#	%	#	%	#	%
Employers providing stipends	150	49%	192	63%	128	42%	106	35%
Total teachers receiving a stipend	18,972	30%	29,041	47%	25,196	40%	16,240	26%
Average stipend	\$	802	\$	1,296	\$	985	\$	1,695
Employers providing base salary increase	299	98%	262	86%	305	100%	297	97%
Total teachers receiving a base salary increase	57,176	92%	51,181	82%	59,035	94%	58,664	93%
Average base salary increase	\$	2,215	\$	1,794	\$	3,572	\$	2,938
	#	%	#	%	#	%	#	%
Supplemental payments	57	19%	65	21%	63	21%	83	27%
Total cost of supplemental payments	\$	1,947,108	\$	4,969,755	\$	4,224,029	\$	9,904,253
Number of teachers receiving supplemental payments	NA		NA		2,751		4,045	
Average amount of supplemental payment	NA		NA		\$ 1,535		\$ 2,448	
Total cost of salaries/stipends	\$	3,350,926,215	\$	3,391,384,889	\$	3,572,632,093	\$	3,708,056,113
Total teacher compensation	\$	4,401,181,532	\$	4,431,662,856	\$	4,712,959,875	\$	4,817,272,110

Average Teacher Salary by Years of Experience

This data table represents average salaries for specific, benchmark years. The averages do not include the years between. The years 2-4, 6-9, 11-14, 16-19, and 21-24 are excluded from the averages. However, 30+ includes the average salaries for 30, 31, 32, 33, etc. years of experience.

Years of Experience	2019-2020		2020-2021		2021-2022		2022-2023	
	#	\$	#	\$	#	\$	#	\$
1	3,128	\$ 41,527	3,044	\$ 41,348	3,171	\$ 43,415	3,567	\$ 45,655
5	2,662	\$ 44,633	2,539	\$ 44,898	2,454	\$ 47,088	2,305	\$ 49,618
10	1,844	\$ 48,881	1,617	\$ 49,368	2,117	\$ 51,910	2,267	\$ 54,250
15	1,910	\$ 56,563	1,844	\$ 55,979	1,922	\$ 58,355	1,891	\$ 60,448
20	1,671	\$ 62,958	1,678	\$ 62,438	1,582	\$ 65,465	1,564	\$ 67,457
25	1,075	\$ 68,078	1,153	\$ 67,912	1,210	\$ 70,470	1,193	\$ 73,337
30+	4,825	\$ 70,179	4,602	\$ 71,473	4,547	\$ 74,511	4,437	\$ 76,155

Teacher Retirement Benefits

	2019-2020		2020-2021		2021-2022		2022-2023	
	#	%	#	%	#	%	#	%
Employers providing 3% teacher TRF contribution	286	94%	287	94%	286	93%	287	94%
Employers providing 401(a)	206	67%	205	67%	207	67%	204	67%
Employers providing 403(b)	76	25%	77	25%	70	23%	76	25%
Employers providing VEBA	114	37%	113	37%	119	39%	111	36%
Employers providing "other"	21	7%	25	8%	26	8%	26	8%

Teacher Insurance Benefits

Paid by/Type HEALTH	2019-2020		2020-2021		2021-2022		2022-2023	
	#	%	#	%	#	%	#	%
Employers providing health insurance	304	100%	305	100%	305	100%	305	100%
Avg. paid by employer for single plan	\$ 6,841		\$ 7,021		\$ 7,263		\$ 7,389	
Avg. paid by employee for single plan	\$ 1,534		\$ 1,643		\$ 1,539		\$ 1,689	
Avg. paid by employer per enrollee for family plan	\$ 15,965		\$ 16,512		\$ 17,411		\$ 17,870	
Avg. paid by employee per enrollee for family plan	\$ 5,133		\$ 5,505		\$ 5,614		\$ 5,877	

Paid by/Type DENTAL	2019-2020		2020-2021		2021-2022		2022-2023	
	#	%	#	%	#	%	#	%
Employers providing dental insurance	265	87%	270	89%	273	89%	277	91%
Avg. paid by employer for single plan	\$ 357		\$ 370		\$ 284		\$ 284	
Avg. paid by employee for single plan	\$ 109		\$ 132		\$ 115		\$ 118	
Avg. paid by employer per enrollee for family plan	\$ 791		\$ 817		\$ 725		\$ 703	
Avg. paid by employee per enrollee for family plan	\$ 451		\$ 500		\$ 477		\$ 492	

Paid by/Type VISION	2019-2020		2020-2021		2021-2022		2022-2023	
	#	%	#	%	#	%	#	%
Employers providing vision insurance	260	86%	269	88%	274	90%	276	90%
Avg. paid by employer for single plan	\$ 99		\$ 66		\$ 144		\$ 111	
Avg. paid by employee for single plan	\$ 23		\$ 40		\$ 29		\$ 36	
Avg. paid by employer per enrollee for family plan	\$ 267		\$ 157		\$ 198		\$ 276	
Avg. paid by employee per enrollee for family plan	\$ 101		\$ 110		\$ 111		\$ 150	

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



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2023 IC 20-29-3-15 Annual Report

INTRODUCTION

The Indiana Education Employment Relations Board (IEERB) has issued the Collective Bargaining Report (CBR) since 2013. The CBR is a survey that school corporation employers who bargain with an exclusive representative organization are required to complete. There are 305 such school employers in the state of Indiana. Of the 305, 289 are traditional public schools, 10 are special education cooperatives, and 6 are career centers. In 2018, Muncie Community Schools was designated a Transformation Zone Corporation, has opted out of collective bargaining, and has not completed this survey. To collect and report this information, school corporation central office staff enter data regarding the salary, wages, and salary and wage related fringe benefits of 1.0 Full Time Equivalent (FTE) teachers. IEERB contracts with the Indiana Business Research Center to use the Gateway platform to collect and publish the CBR¹.

The CBR has evolved since 2013. The most notable change is who is included in the Report. Prior to 2019, it included all bargaining unit members, but now it is limited to 1.0 FTE teachers in the bargaining unit. Bargaining unit members are certificated employees who are paid by the terms of the teachers' collective bargaining agreement. Effective July 1, 2019, the Indiana General Assembly passed and amended Indiana Code 20-29-3-15. It requires IEERB to collect and publish specific salary and compensation data for full time teachers, full time district level administrators, and superintendents². This law also requires IEERB to report Cost of Living Adjustments (COLAs) 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 district level administrators, and the teacher and district level administrator workforce growth.

The 2022-2023 school year CBR, hereafter referred to as the 2023 CBR, was open for submission on May 1, 2023, and closed July 30, 2023. As Reports were submitted, they were checked for validity by comparing the 2022 Reports to the 2023 Reports. When significant discrepancies were identified, IEERB contacted the employer with a request to review and correct the error, if necessary. For the 2023 CBR, over 166 submissions contained errors that required correction. It is important to note that this is a survey completed by the school employer. IEERB cannot verify accuracy. The only means of quality control available to IEERB is to compare CBRs from year to year.

The 2023 Statewide CBR summary was last updated on October 30, 2023. If a unit makes changes to their data, the 2023 Statewide CBR summary webpage will reflect the most recent update. The 2023 IC 20-29-3-15 Annual Report was published on November 15, 2023, on the IEERB Newsroom.

¹ Gateway Indiana Collective Bargaining statewide report [link](#).

² It is important to note the IEERB administers the teacher collective bargaining laws. District level administrators and superintendents are excluded from the bargaining unit. Even though this is a Collective Bargaining Report, district level administrators and superintendents were included in this report instead of creating a new report.

Indiana Code 20-29-3-15 tasks IEERB with collecting very specific experience level and salary averages from surrounding states. IEERB officially requested these data points from the appropriate state agencies in Michigan, Illinois, Wisconsin, Ohio, and Kentucky.

The IEERB requested the following data from each of the aforementioned states regarding the previous school year:

1 st year 1.0 FTE teacher average salary	Minimum 1.0 FTE teacher salary
5 th year 1.0 FTE teacher average salary	Average 1.0 FTE teacher salary
10 th year 1.0 FTE teacher average salary	Maximum 1.0 FTE teacher salary
15 th year 1.0 FTE teacher average salary	
20 th year 1.0 FTE teacher average salary	Minimum 1.0 FTE district level administrator salary
25 th year 1.0 FTE teacher average salary	Average 1.0 FTE district level administrator salary
30+ year 1.0 FTE teacher average salary	Maximum 1.0 FTE district level administrator salary

The 1st, 5th, 10th, 15th, 20th, 25th, and 30+ years are referred to as benchmark years because the data represent salaries for teachers in the current school year who have exactly 1, 5, 10, 15, 20, 25, or 30+ total years of experience (in state and out of state). Teachers with years of experience 2-4, 6-9, 11-14, 16-19, 21-24, and 26-29 are not included in the benchmark year data. The 30+ benchmark, however, includes all teachers who have 30, 31, 32, etc. years of experience. District level administrators are defined as school employees working at the overall district - not individual building - level who hold an administrator license from the state department of education. The district level administrator category does not include the superintendent. The superintendent is a separate category.

The responses from each state varied. Wisconsin publishes a database that contains all school employee salary, wages, and benefits data. The Wisconsin database was filtered to the specific criteria for this report. Ohio sent an Excel file that contained all school employee salary data. The Ohio spreadsheet was filtered to the specific criteria for this report. Illinois and Kentucky have not yet fulfilled IEERB's data request but in the past have returned Excel files containing specific responses to each query. The records request from Michigan resulted in an email from Sandy of the Michigan Center for Educational Performance and Information Customer Support stating, "unfortunately this [salary data] is not data that we collect."

DATA TABLES

Salary - Teachers

	Indiana	Wisconsin	Ohio	Kentucky ³	Illinois ⁴	Michigan ⁵
Average	\$58,531	\$61,858	\$71,495	TBD	TBD	TBD
Minimum	\$38,000	\$35,000	\$35,000	TBD	TBD	TBD
Maximum	\$108,318	\$113,740	\$121,832	TBD	TBD	TBD
1st Year	\$45,655	\$47,667	\$48,510	TBD	TBD	TBD
5th Year	\$49,618	\$51,658	\$57,868	TBD	TBD	TBD
10th Year	\$54,250	\$56,966	\$67,942	TBD	TBD	TBD
15th Year	\$60,448	\$62,455	\$77,786	TBD	TBD	TBD
20th Year	\$67,457	\$68,786	\$83,479	TBD	TBD	TBD
25th Year	\$73,337	\$74,509	\$86,198	TBD	TBD	TBD
30th + Years	\$76,155	\$78,144	\$87,755	TBD	TBD	TBD

Salary – District-Level Administrators

	Indiana	Wisconsin	Ohio	Kentucky	Illinois	Michigan
Average	\$113,746	\$153,111	\$130,372	TBD	TBD	TBD
Minimum	\$42,659	\$45,819	\$35,558	TBD	TBD	TBD
Maximum	\$184,717	\$285,069	\$276,007	TBD	TBD	TBD

Cost-of-Living Adjustment

To appropriately compare teacher salaries in Indiana to the five surrounding states, the difference in costs of living must be considered. That is why Indiana Code 20-29-3-15 tasks IEERB with adjusting the surrounding state salaries. The charts in this section show the COLA for all surrounding states except Michigan.

IEERB partnered with the Indiana Business Research Center (IBRC) to provide COLAs to Indiana teacher average salaries. To compare average teacher salaries between Wisconsin and Indiana, Ohio and Indiana, Kentucky and Indiana, and Illinois and Indiana, first the Wisconsin, Ohio, Kentucky, and Illinois salaries are adjusted to Indiana salaries using the most recent, 2021 Regional Price Parities for States⁶. Second, the differences between the Wisconsin, Ohio, Kentucky, Illinois, and Indiana salaries are calculated. Parentheses indicate a negative number.

³ Kentucky has not yet fulfilled IEERB’s data request. A revised report will be published as soon as these data become available.

⁴ Illinois has not yet fulfilled IEERB’s data request. A revised report will be published as soon as these data become available.

⁵ Michigan reported that these data are not available.

⁶ A revised report will be published once data for 2022 become available.

To compare individual corporation salaries to surrounding states, use this [link](#) to access individual corporation collective bargaining reports. Compare the individual corporation salary data points to the state specific adjusted salary tables below.⁷

Wisconsin Adjusted Salaries

	Indiana	Wisconsin	Adjusted to IN\$	Difference
Average	\$58,531	\$61,858	TBD	TBD
Minimum	\$38,000	\$35,000	TBD	TBD
Maximum	\$108,318	\$113,740	TBD	TBD
1st Year	\$45,655	\$47,667	TBD	TBD
5th Year	\$49,618	\$51,658	TBD	TBD
10th Year	\$54,250	\$56,966	TBD	TBD
15th Year	\$60,448	\$62,455	TBD	TBD
20th Year	\$67,457	\$68,786	TBD	TBD
25th Year	\$73,337	\$74,509	TBD	TBD
30th + Years	\$76,155	\$78,144	TBD	TBD

Ohio Adjusted Salaries

	Indiana	Ohio	Adjusted to IN\$	Difference
Average	\$58,531	\$71,495	TBD	TBD
Minimum	\$38,000	\$35,000	TBD	TBD
Maximum	\$108,318	\$121,832	TBD	TBD
1st Year	\$45,655	\$48,510	TBD	TBD
5th Year	\$49,618	\$57,868	TBD	TBD
10th Year	\$54,250	\$67,942	TBD	TBD
15th Year	\$60,448	\$77,786	TBD	TBD
20th Year	\$67,457	\$83,479	TBD	TBD
25th Year	\$73,337	\$86,198	TBD	TBD
30th + Years	\$76,155	\$87,755	TBD	TBD

Kentucky Adjusted Salaries

	Indiana	Kentucky	Adjusted to IN\$	Difference
Average	\$58,531	TBD	TBD	TBD
Minimum	\$38,000	TBD	TBD	TBD
Maximum	\$108,318	TBD	TBD	TBD
1st Year	\$45,655	TBD	TBD	TBD
5th Year	\$49,618	TBD	TBD	TBD
10th Year	\$54,250	TBD	TBD	TBD
15th Year	\$60,448	TBD	TBD	TBD
20th Year	\$67,457	TBD	TBD	TBD
25th Year	\$73,337	TBD	TBD	TBD
30th + Years	\$76,155	TBD	TBD	TBD

⁷ According to the [Bureau of Economic Analysis website](#), the latest Regional Price Parities will be released December 14, 2023. A revised report will be published at that time.

Illinois Adjusted Salaries

	Indiana	Illinois	Adjusted to IN\$	Difference
Average	\$58,531	TBD	TBD	TBD
Minimum	\$38,000	TBD	TBD	TBD
Maximum	\$108,318	TBD	TBD	TBD
1st Year	\$45,655	TBD	TBD	TBD
5th Year	\$49,618	TBD	TBD	TBD
10th Year	\$54,250	TBD	TBD	TBD
15th Year	\$60,448	TBD	TBD	TBD
20th Year	\$67,457	TBD	TBD	TBD
25th Year	\$73,337	TBD	TBD	TBD
30th + Years	\$76,155	TBD	TBD	TBD

Miscellaneous Data

IC 20-29-3-15 requires IEERB to report data about the number of teacher candidates in teacher preparation programs, the change in K-12 enrollment, Indiana teacher, district level administrator, superintendent salary and total compensation, and teacher and district level administrator workforce and workforce growth. Salary is defined as the salary listed on the regular teacher contract. Total compensation includes all salary, wages, and benefits paid to and on behalf of the employee (examples include life insurance, health insurance, retirement benefits, etc.) Workforce growth is calculated by determining the change in the number of employees in a particular group from one year to the next. Cells that contain N/A mean that the data were not collected or not available for that school year.

Indiana Teacher Preparation

These numbers represent the number of teacher candidates enrolled in Indiana colleges and universities that offer teacher credentialing programs.⁸ This table will be updated and republished when the data become available.

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023 ⁹
Total number of teacher candidates who are currently enrolled in a teacher preparation program	10,972	10,623	11,376	11,824	Not available
Total number of teacher candidates who have recently completed a teacher preparation program	3,484	3,223	3,374	3,446	Not available

⁸ Indiana Teacher Preparation data are retrieved from the Title II Higher Education Act website: <https://title2.ed.gov/Public/Report/StateHome.aspx>

⁹ Data for the 2022-2023 school year will not be available on the Title II website until October 2024.

Indiana K-12 Enrollment

	2019-2020	2020-2021	2021-2022	2022-2023
Increase or decrease in K-12 enrollment as of October 1st of current school year compared to previous school year	-6,054	-22,529	7,456	-2,605

Indiana 1.0 FTE Teacher Workforce

	2019-2020	2020-2021	2021-2022	2022-2023
Total number of 1.0 FTE teachers in Indiana from IEERB CBR	62,393	62,114	62,673	62,882
Indiana teacher workforce growth	13	-279	559	209
# 1st year 1.0 FTE teachers hired	3,175	2,844	3,724	3,636
# of 1.0 FTE teachers who retired during previous school year	1,464	1,479	1,442	1,415
# of 1.0 FTE teachers retained from previous school year	56,249	56,999	55,682	55,227
# of 1.0 FTE teachers hired with previous work experience in teaching	3,887	2,775	4,168	4,557
Average tenure of all 1.0 FTE teachers	13	13	13	13

If there are discrepancies between the total number of 1.0 FTE teachers for a specific year and the number retained from the previous year plus the number of first year teachers hired for the current school year plus the number of teachers hired with previous experience for the current school year, it may be due to staffing fluctuations throughout the school year.

Indiana 1.0 FTE Teacher Salary and Compensation

	2019-2020	2020-2021	2021-2022	2022-2023
Statewide average total compensation for 1.0 FTE teachers	\$70,540	\$71,344	\$75,199	\$76,608
Statewide average daily 1.0 FTE teacher salary rate	\$292	\$293	\$308	\$318
Statewide average teacher contract days	183	184	184	184
# of 1.0 FTE teachers earning a salary under the statewide average	34,128	34,560	31,888	31,757
# of 1.0 FTE teachers earning a salary in excess of the statewide average	28,257	27,535	30,932	31,188

Indiana 1.0 FTE District Level Administrator Workforce

	2019-2020	2020-2021	2021-2022	2022-2023
Total number of 1.0 FTE district level administrators in Indiana according to the CBR	1,035	941	944	806
Indiana district level administrator workforce growth	N/A	-94	3	-138

Indiana 1.0 FTE District Level Administrator Salary and Compensation

	2019-2020	2020-2021	2021-2022	2022-2023
Statewide average 1.0 FTE district level administrator salary	\$ 97,291	\$ 101,296	\$ 106,558	\$ 113,745
Statewide average 1.0 FTE total compensation district level administrators	\$ 121,923	\$ 133,049	\$ 139,036	\$ 150,809
Statewide average daily 1.0 FTE district level administrator salary rate	\$ 402	\$ 418	\$ 435	\$ 466
Statewide average 1.0 FTE annual administrator contract days	242	242	245	244

Indiana Superintendent Salary and Compensation

	2019-2020	2020-2021	2021-2022	2022-2023
Average superintendent salary	\$ 126,383	\$ 128,808	\$ 133,064	\$ 136,961
Average superintendent total compensation	\$ 166,141	\$ 171,812	\$ 180,068	\$ 184,717

The individual school corporation data for all data points are available on the Gateway Report Builder website on the [IEERB Collective Bargaining](#) page. Additional statewide teacher, district level administrator, and superintendent data are available on the Gateway Report Builder website on the [IEERB Collective Bargaining Statewide Summary](#) page.

Teacher Vacancy Data

IC 20-19-3-20 requires the Indiana Department of Education (IDOE) to collect and report data regarding teacher vacancy. Typically, the IDOE issues a teacher vacancy survey to all school corporations during the summer. The survey asks employers to report the number of vacant teaching positions by grade, subject, and required credential. The 2022-2023 teacher vacancy data was not available at the time this report was published. However, as soon as the data become available, this report will be republished. Vacancy data from the 2021-2022 school year can be found in the [2021-2022 Teacher Statistics Report](#).

METHODOLOGY

Indiana Data Collection

IEERB uses the Gateway platform to survey and collect data from all Indiana public school employers that collectively bargain. The Collective Bargaining Report (CBR) gathers salary, wage, and wage related fringe benefits for 1.0 FTE teachers, district level administrators and superintendents. These data points are self-reported and not verified by an external entity. District level administrators are defined as school employees working at the overall district, not individual building, level who hold an administrator's license from the Indiana Department of Education. The district level administrator category does not include the superintendent.

The questions posed to school corporations in the CBR that are used to derive the COLA adjusted data are:

1. Total number of 1.0 FTE teachers in 2022-2023
2. Total salary costs for all 1.0 FTE teachers 2022-2023
3. Minimum annual 1.0 FTE teacher salary 2022-2023
4. Maximum annual 1.0 FTE teacher salary 2022-2023
5. Total number of 1.0 FTE teachers with 1 year of experience
6. Total salary costs for all 1.0 FTE teachers with 1 year of experience
7. Total number of 1.0 FTE teachers with 5 years of experience
8. Total salary costs for all 1.0 FTE teachers with 5 years of experience
9. Total number of 1.0 FTE teachers with 10 years of experience
10. Total salary costs for all 1.0 FTE teachers with 10 years of experience
11. Total number of 1.0 FTE teachers with 15 years of experience
12. Total salary costs for all 1.0 FTE teachers with 15 years of experience
13. Total number of 1.0 FTE teachers with 20 years of experience
14. Total salary costs for all 1.0 FTE teachers with 20 years of experience
15. Total number of 1.0 FTE teachers with 25 years of experience
16. Total salary costs for all 1.0 FTE teachers with 25 years of experience
17. Total number of 1.0 FTE teachers with 30+ years of experience
18. Total salary costs for all 1.0 FTE teachers with 30+ years of experience
19. Total number of 1.0 FTE district level administrators
20. Total salary costs of 1.0 FTE district level administrators

The highest and lowest corporation reported 1.0 FTE annual teacher salary and district level administrator salary was identified as the maximum and minimum annual teacher salary and district level administrator salary. To determine the average teacher salary and district level administrator salary, the total cost of all teacher and district level administrator salaries was divided by the total number of respective teachers and district level administrators. 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 Data Collection

The Ohio Department of Education collects teacher salary data, which is available upon request to the Office of Data Quality and Governance.

The columns that were removed from the salary data file were: Staff_State_ID, Birth Year, Full_Name, District_IRN, District, County, Building_IRN, Building, Position_Code, Position_Start_Date, Position_Separation_Reason, Gender, Race_or_Ethnicity, Highest_Degree and Principal_Experience.

The columns used in creating the filters were: School_Year, Teacher_Flag, Position, Yearly_Salary, FTE, Position_End_Date, and Authorized_Teaching_Experience. These columns were then filtered, and the data narrowed to align Ohio factors to Indiana.

- The column Position was filtered to include only Teacher Assignment.
- The column FTE was filtered to include only 1.
- According to Ohio Revised Code 3317.13 – Minimum Salary Schedule for Teachers – , effective 10/3/2023, a teacher with zero years of experience and a Bachelor’s degree may earn a minimum yearly base salary of \$35,000. The column Yearly_Salary was filtered to exclude any salary amount less than \$35,000.
- The column Authorized_Teaching_Experience was used to filter out the benchmark years of experience to determine the average salary for teachers with specific years of experience.
- Extreme outliers were eliminated, I.e. teachers with zero years of experience making in excess of \$100,000.
- To determine the administrator average salaries, the Position column was filtered to include only Assistant, Deputy/Associate Superintendent and Superintendent Assignment.
- The IEERB assumes the amounts provided in response to the original inquiry reflect actual dollars paid, and thus defers to the statutory minimum teacher salary to determine lowest administrator salary. Amounts below \$35,000 were removed.

Wisconsin Data Collection

The Wisconsin Department of Public Instruction publishes a “Public All Staff Report” on their website. Data for the 2022-2023 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, Contract Hire Agency, Contract High Degree, Contract Local Experience, Total Fringe, Position Classification, 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 Grades Served, Assignment Bilingual Program, Assignment Alternative Program, School Mailing Street Address, School Mailing Po Box, School Mailing City, School Mailing State, School Mailing Zip Code, District Mailing Street Address, District Mailing Po Box, 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 Position, Assignment FTE, Assignment Long Term Substitute, Assignment Requires DPI License. These columns were then filtered, and the data narrowed to align Wisconsin factors to Indiana.

- The column Assignment FTE was filtered to include only 1.0.
- The column Assignment Long Term Substitute was filtered to include only 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 ($1050/5=210$) and seventh through twelfth by the Wisconsin hours ($1137/6=189.5$, rounded to 190) results in 210 days for grades first through sixth and 190 days for seventh through twelfth. All numbers below 190 and above 210 were excluded from the filter.
- In the column Total Salary, using Ohio's starting salary as the minimum reference any salary below \$35,000 was excluded.
- Extreme outliers were eliminated, i.e. teachers with zero years of experience making in excess of \$100,000.

To determine the district level administrator salary data, the file downloaded from the Wisconsin Public All Staff Report was originally filtered at the Assignment Position as "05 – District Administrator." Once the file downloaded, the same filtering process was used to determine the district level administrator salary data with the exception that contract days below 190 were excluded from the filter, all years of experience were counted, and only 1.0 FTE was included.

Kentucky Data Collection

On November 2, 2023, IEERB submitted a data request to [KYSTATS website](#) and received confirmation of the request. On November 6, 2023, Ross Barrett, Staff Assistant at the Kentucky Center for Statistics, emailed stating the data would not be available before January 2024. IEERB will continue to reach out to Mr. Barrett for status updates on these data and will publish a revised version of this report once they become available.

Illinois Data Collection

A Freedom of Information Act request was submitted to the Illinois State Board of Education. The data returned are amounts for each category. Illinois Public Act 101-0443 established a statewide minimum salary for full-time teachers, beginning at \$37,076 in fiscal year 2023 and increases annually to \$40,000 in fiscal year 2024. The IEERB assumes the amounts provided in response to the original inquiry reflect actual dollars paid, and thus defers to the statutory minimum salary.

Michigan Data Collection

A records request was submitted to the Michigan Center for Educational Performance and Information. A response to the records requests indicated the State of Michigan does not collect these data.

Cost of Living Adjustments (COLAs)

When comparing educator salaries across the Midwest, it is important to recognize that examining salaries without considering the different costs associated with living in a particular area provides an incomplete picture of the different salaries. In Indianapolis, \$50,000 goes much further than \$50,000 in Chicago. The challenge is to determine how to best account for these regional differences in living costs.

One measure of costs is the Consumer Price Index (CPI). The U.S. Bureau of Labor Statistics produces the CPI, which measures the average change in time in prices paid by consumers for a market basket of consumer goods and services. The CPI helps measure inflationary pressures in the United States. Yet, the CPI does not show the differences in costs between regions.

A second measure, an index that measures the relative differences in costs among the states is called the Regional Price Parities for States (RPP). The U.S. Bureau of Economic Analysis (BEA), which produces the National GDP, the National Product and Income Accounts, and the CPI, also publishes the RPP. 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 Internal Revenue Service, Social Security Administration, and the Bureau of Labor Statistics – we determined that this measure could be used to adjust salary data from other states to Indiana “dollars.”

The RPP 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. For 2021, the RPP shows that Indiana has a higher price parity than Kentucky and Ohio and a lower price parity than Illinois, Wisconsin, and Michigan.

2022 Price Parity Index

Year	2015	2016	2017	2018	2019	2020	2021	2022 ⁺⁺⁺
U.S.	100	100	100	100	100	100	100	100
Illinois	99	98.7	98.5	98.1	97.4	100.5	101.4	TBD
Indiana	90.1	89.8	89.8	89.3	89.7	92.5	92.7	TBD
Kentucky	88.7	87.9	87.9	87.8	87.4	89.8	89.1	TBD
Michigan	93	93	93	92.4	92.3	94	94.3	TBD
Ohio	89.2	89.1	88.9	88.4	88.4	91.7	92.5	TBD
Wisconsin	93	92.5	92.4	91.9	91.9	93.2	93.3	TBD

QUESTIONS

Email questions about this report to Questions@ieerb.in.gov

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⁺⁺⁺ According to the [Bureau of Economic Analysis website](#), the latest Regional Price Parities will be released December 14, 2023. A revised report will be published at that time.