



2022
CBA Compliance
&
Model Compensation Plans

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Session Roadmap

- Compliance Review Process
- CBA Contents
- Model Compensation Plans and Other Compliance Resources
- Avoiding Common Noncompliance Issues
- General Compliance Tips and Wrap-up



Compliance Review Process



CBA Compliance Review

- IEERB's duty to review CBAs for compliance comes from Indiana Code § 20-29-6-6.1
- After CBA is ratified, the school employer must submit it to IEERB
 - Submission via Gateway for school employer
 - Exclusive Representative may also submit by emailing to ratifiedcontracts@ieerb.in.gov
 - The ratified CBA must also be posted on the school's website
- IEERB appoints a Compliance Officer to review each submitted CBA
- Compliance Officer makes a written Compliance Report & Recommendation (CRR)
 - Must be completed before May 31st of the year in which the CBA expires
- Parties have a 15-day window for appeal of the CRR

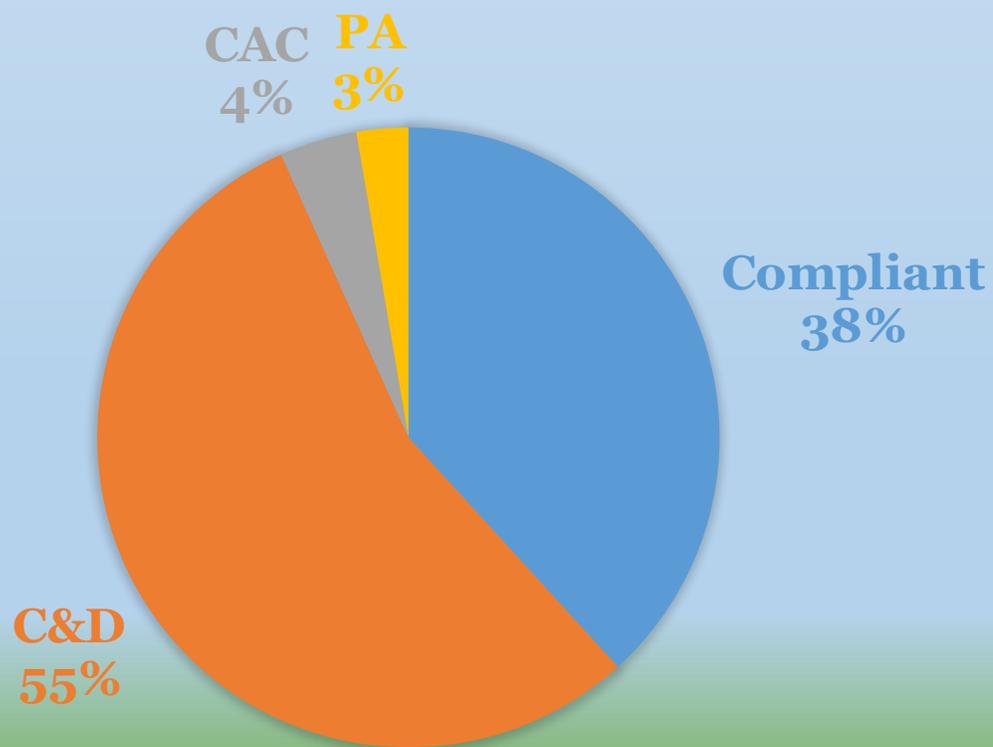


Compliance Review Process: CRR Penalties

- Noncompliant CBAs result in one of the following:
 - cease & desist penalty
 - compliance assessment conference (CAC) penalty
 - prior approval penalty



2022 Compliance Report Results



149 Complaint Reports Issued on May 27, 2022

- 57 Compliant
- 82 Not Compliant – Cease and Desist
- 6 Not Compliant – Compliance Assessment Conference
- 4 Not Compliant – Prior Approval
- No Appeals



Compliance Reports

Top Issues of Noncompliance:

- Public Hearing / Meeting Attestations
- 50% Cap on Education and/or Experience
- Increase not in Compensation Plan
- Increases Not Attributed to a Factor
- Bargaining Unit Description
- Redistribution Plan
- Non-Bargainable Subjects



CBA Content



CBA Content

Required
Basic Items
and Terms

Mandatory
Subjects of
Bargaining

Compensation
Plan

Optional
Provisions

Provisions
That Are
NOT
Bargainable
and CANNOT
Be Included



CBA Content: Required Terms and Provisions

- There are 5 basic items or terms that **must** be included in a CBA:
- The names of the school employer and the exclusive representative
- A description of the bargaining unit* that matches the IEERB order in effect at the time of ratification
- The beginning and ending dates of the CBA
(end date no later than June 30, 2023)
- The date CBA was ratified (cannot be prior to September 15)
- Attestation* as to dates of public hearing and public meetings, and **whether or not electronic participation by the governing body and the public was allowed**

**Additional compliance information in later section*



CBA Content: Mandatory Subjects of Bargaining

The parties are required to bargain salary, wages, and salary-related fringe benefits.

Indiana Code § 20-29-6-4.

- Salary and salary increases, i.e., **the compensation plan**, is the heart of the CBA.
- Compensation plan components:
 - Salary Range (amount before any increase or ISTRF contributions)
 - Minimum Salary Requirement: Effective July 1, 2022, the CBA must demonstrate that the salary of all full-time teachers is no less than \$40,000
 - Eligibility Criteria
 - Salary Increase Factors
 - Increase Distribution (50% Cap on Increases Based on Education and/or Experience)
 - Redistribution Plan



CBA Content: **NEW**

\$40K Minimum Salary Requirement

For each school year beginning after June 30, 2022:

- 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 \$40,000; or
- The CBA must include a copy of the report submitted to the Indiana Department of Education 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 requirement after increase, the parties should* include an optional salary statement to that effect, in addition to the salary range statement.

Example

- At the beginning of the 2022-23 school year, the salaries of returning fulltime teachers were between \$38,000 and \$69,000.
- 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

*If other terms of the CP clearly demonstrate compliance with the \$40K requirement, such an optional salary statement is unnecessary.



CBA Content: Nonbargainable Subjects (NBS)

- What you can bargain:
 - Salary, wages, and fringe benefits
 - Grievance procedure
- What you can't bargain:
 - Assignments (including regular teacher duties and ancillary duties)
 - Hours, days, calendar
 - Composition of school or district wide committees
 - Working conditions
 - Supplemental Payments* and Teacher Appreciation Grants
 - Anything that's not a salary, wage, or benefit
 - Any terms for employees not in the bargaining unit

*Legislative Update:
New for 2022,
supplemental
payments are no longer
limited to specific
teachers – any teacher
may now receive a
supplemental payment.

❖ But don't forget the obligation to discuss the subjects in IC 20-29-6-7



NBS: Ancillary Duties

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).



NBS: Ancillary Duties

What May and May NOT be Bargained

The school determines what constitutes an ancillary duty and how such duties will be assigned



Parties may bargain only the compensation for an ancillary duty.

- 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.

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



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.
- Can't bargain: Volunteers, FCFS, Right of First Refusal, Number of Students, etc.
- However, duties and assignments are topics of discussion between the school employer and the exclusive representative.



Ancillary Duties: Compliant Provisions

The parties **may** bargain a limitation or condition on the wage, but not on the duty itself

👍 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 fewer 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.



Ancillary Duties: Noncompliant Examples

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

 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 (up to 10 students) shall be paid at a flat rate of \$75.

- *“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.*
 - NOTE: By removing the “flat rate” reference and adding an additional pay rate for 11 or more students, a similar provision is compliant, because what has been bargained there is a condition on the wage vs. a condition on the actual assignment – see previous slide.



Ancillary Duties: Noncompliant Examples

 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 \$100,

- *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.*

Avoid language indicating that an ancillary duty assignment is voluntary or requires the agreement of the teacher.



Recommended CBA Format

The [Recommended CBA Format](#) has been updated for 2022 and may be used to assist parties in developing a compliant CBA that includes required terms and provisions, as well as mandatory subjects of bargaining.

2022 Recommended CBA Format

Article I – Introduction

- A. Parties
- B. Recognition Clause / Composition of Bargaining Unit
- C. Definitions
- D. Contract Interpretation Provisions (optional)
- E. Permissible Provisions (optional)

Article II – Salary / Wages

- A. Salary Range (before increases)
 - Optional Statement Demonstrating Compliance with \$40,000 Minimum Salary Requirement (recommended if salary range before increases is not at \$40,000)*
- B. Base Salary Increases (Compensation Plan)
 - 1. Eligibility Statement (or Statement of No Increase or Increment, if applicable)
 - 2. Factors and Definitions
 - 3. Distribution
 - 4. Redistribution Plan
 - 5. Other Permissible Salary Items (optional)
- C. Stipends
- D. New Hire Salaries
- E. Wages
 - 1. Ancillary Duty Pay (optional)
 - 2. Extracurricular or Co-Curricular Activity Pay Schedule

Article III – Wage / Salary-Related Fringe Benefits

- A. Leaves
- B. Insurance
- C. Retirement Benefits
- D. Other Permissible Wage / Salary-Related Fringe Benefits

Article IV – Grievance Procedure (optional)

Article V – CBA Term, Hearing/Meeting Attestations, and Ratification

Appendix

*Report Submitted to IDOE if 2022 Minimum Salary for Full-time Classroom Teachers < \$40,000



Model Compensation Plans and Other Compliance Resources

<https://www.in.gov/ieerb/compliance/>



Model Compensation Plans

- Total of 13 [Model Compensation Plans](#)
- 3 new plans added for 2022
- Table of contents added
- 2022 CBA Compliance Rubric now includes references to MCPs by number to illustrate specific compliance concepts
- Revised formatting consistent with 2022 Recommended CBA Format

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
2A	Salary Increase: Pool of Funds Divided by Points with Evaluation Subfactors
2B	Salary Schedule: Row Advancement Only with Education and Instructional Leadership Subfactors
	Examples of Academic Needs Flexibility
3	Academic Needs Defined as Need to Retain Teachers Based on their Current Salaries
3A	Academic Needs Defined as the Subjects of Secondary Science, Technology, and Math
	See 6A below
	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

NEW

NEW

NEW



NEW Model Compensation Plan Row Advancement with Subfactors

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 S11 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.

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
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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

Some parties have expressed concern about multiple column salary schedules causing confusion.

This plan maximizes flexibility in providing salary increases, while maintaining the simplicity of a single column salary schedule.



NEW! Model Compensation Plans Provisions for Teachers Returning from Leave

If parties agree to provide a salary increase for teachers returning from leave, the terms of the CBA must be written so that returning teachers meet the eligibility criteria and fulfill factor definition requirements.

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

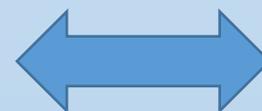
1. General Eligibility: Teachers are eligible for a base salary increase if they received an evaluation of "Highly Effective" or "Effective" on their most recent annual evaluation and either worked for the School Corporation at least 120 days or were on Board approved leave during the prior school year.
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.



Both plans include compliant provisions for salary increases for teachers who were out on leave during the prior year.

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.



Model Compensation Plans:

Demonstrating Compliance with the \$40,000 Minimum Salary Requirement

- The CBA must clearly demonstrate compliance with the 40K requirement.
 - Because the salary range statement reflects the salary of teachers before increases, parties who were not yet at this minimum - prior to increase - may use an optional salary range statement, as in MCP #3.
- If the parties bargain to implement a teacher retention catch up provision or a reduce the gap provision, and the terms of such provision clearly demonstrate compliance with the \$40K requirement, as in MCP #4, an additional optional salary range statement is unnecessary.



2022 CBA Compliance Guidance / Resources

- [2022 CBA Compliance Rubric](#)
 - A “how -to” reference guide for CBA Compliance
 - Organized by topic, this document provides explanations, tips, and examples
 - Updates and changes to the Rubric are noted in **RED**.
- [2022 CBA Compliance Checklist](#)
 - One page tool to note the page of various CBA components and check off completion
 - Useful during drafting and for final review of CBA



Additional Compliance Guidance

[IEERB Compliance Webpage](#)

- [2022 MOU Quick Reference Guide](#)
- [2022 Compensation Plan FAQs](#)
- [2022 Guide to CBA Compliance](#)
- [2022 Guide to Compensating Teachers for Graduate Degrees and Credit Hours](#)
- [How to Ensure Compliance When Moving to A New Salary Schedule](#)
- [IEERB Gateway Apps](#)



Avoiding Common Noncompliance Issues



Bargaining Unit Description

- Must match most recent IEERB Order in effect on date of CBA ratification
 - Close does not count – it should match word for word
- Unit changes, once certified by IEERB in an Order, are only applicable to subsequently ratified agreements, and do not modify the unit in the existing CBA.
- Ratifying a CBA with an amended unit description before an Order Amending the Bargaining Unit has been issued will result in an FNC
- IEERB bargaining unit orders available on IEERB Search
 - <https://ieerbsearch.ieerb.in.gov>
 - Guest login credentials on the IEERB Search homepage.
- The updated [Practitioner's Guide to the Bargaining Unit](#) contains a step-by-step guide (with pictures) on how to pull the bargaining unit order on IEERB Search



Bargaining Unit Description

- **Tips:**

- CBA recognition clause should match IEERB Order exactly
 - Avoid defining “teacher” differently than the unit description
- Don’t wait until you’re about to ratify your CBA to make unit changes
 - Contact IEERB for timing suggestions if you’re cutting it close
- Retrieve your Order from IEERB Search and review it thoroughly
 - You’re responsible for notifying IEERB of any mistakes in the Order
- Agreed changes to unit description not affecting unit composition are quick and easy, so get them done (See 560 IAC 2-2.1-1(c))
 - Example: The formal title of an excluded position changes (e.g. “Director of Information Technology” title changed to “Director of Informatics”)



NBS: Terms for non-unit-members

- Union represents employees in the bargaining unit only
- Terminology in Bargaining Unit description given plain meaning unless parties include alternate definition in unit description
 - Parties have flexibility to define term locally, but MUST amend unit to include definitions that deviate from plain meaning
- Example: BU = all “full-time” certificated employees
 - Plain meaning of “full-time” is teacher employed 1.0 FTE
 - Parties wish 0.5 FTE or greater teachers to be considered full-time
 - Solution: Amend BU to add “full-time defined as 0.5 FTE or greater”



NBS: Terms for non-unit-members

- **Tips:**

- Clarify ambiguities in unit description
 - Example: use “boys and girls varsity high school basketball coaches” instead of “basketball coaches” to exclude those positions from the BU
 - Note: Agreed change that does not affect unit composition is quick and easy (See 560 IAC 2-2.1-1(c))
- Avoid adding wages for excluded ECA positions or lay staff to your ECA schedule
 - If you DO add them there, be sure to clearly indicate that the wage for that position was not bargained and was included for informational purposes only
- If BU limited to “full-time” don’t bargain for teachers employed part-time, less than a full day, less than a full load, or less than full-time



Failure to Attribute Increase to a Factor

- Across-the-board increases / transition to new salary schedule (see next slide)
- Often an increase is described in the compensation plan, but not attributed to a factor

2022 Practice Pointer: An across-the-board increase identified in the CBA “to meet the \$40,000 minimum requirement” is **noncompliant** unless attributed to a factor

Statutory Factors

1. Experience
2. Possession of an additional content area* degree or credit hours (“Education”)
3. Evaluation
4. Instructional Leadership
5. Academic Needs

- **Attributing Increases to Something other than a Statutory Factor**
 - **Common Errors**
 - Increase attributed to PGP points
 - Increase attributed to teaching dual credit course
 - Increase attributed to tutoring
 - **Fix:** Identify these reasons as subfactors under Instructional Leadership or Academic Needs
See [Model Compensation Plan #2B](#)
- **Salary Increase Provisions for Teachers Returning from Leave**
 - **Error:** Bargained provisions for teachers returning from leave are memorialized in “Leave” section of CBA, potentially resulting in multiple findings:
 - Increase not attributed to factor; and
 - Increase outside of compensation plan, AND
 - Increase included in 50% cap

*The prior definition of the term “content area” has been replaced by the ISBOE definition found at 511 IAC 10.1-1-1(9).



Transition to New Salary Schedule NOT Described

- **Example:** Salary schedule includes \$1,000 across-the-board increase from last year, but the compensation plan only describes increase amounts from advancing rows and columns
- **Result:**
 - FNC for increase not in compensation plan
 - FNC for increase not attributed to statutory factor
 - Amount of transition increase included in the 50% calculation due to lack of factor attribution
- **Solution:** “Teachers that satisfy the evaluation rating factor transition to the 2022-23 SS in the same row and column and receive a \$500 increase”
- **Resource:** [How to Ensure Compliance When Moving to A New Salary Schedule](#)



50% Cap on Education & Experience

Increases Subject to Cap

Years of experience factor

Content area degrees and **hours** factor ("education")

Other factors, *if defined, distributed, or differentiated according to teachers' education and/or experience*

Increases NOT Subject to Cap

Increases to reduce-the-gap*

Teacher retention catch-up increases*

Evaluation, Academic Needs, and Instructional Leadership factors without ed/exp component

** subject to statutory restrictions*

CAUTION

Calculation based on percentage of TOTAL possible increase



Exception to 50% Cap on Ed & Exp: Salary Increase to **Reduce the Gap**

- 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.
Indiana Code § 20-28-9-1.5(d)(1)
- A specific salary increase to reduce the gap **is exempt from the 50% requirement**. The 50% cap does not apply to the specific salary increase that is intended to reduce the gap as long as the gap is actually reduced.

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

TIP

- Parties must clearly identify the specific salary increase they are using to reduce the gap as such - e.g., “The salary increase for experience is 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: <https://www.in.gov/ieerb/files/2022-Model-Compensation-Plans.pdf>



Exception to 50% Cap on Ed & Exp: Teacher Retention Catch-Up

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.” Indiana Code § 20-28-9-1.5(d)(2)

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.



Exception to 50% Cap on Ed & Exp: Teacher Retention Catch-Up

- 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.
 - **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.



Redistribution Plan (RDP)

- All compensation plans (CPs) must include RDP, unless it's clear that one is not needed
- Simply saying that a specified amount of money will be fully distributed, when that is not demonstrated by the CP, is insufficient and will result in an FNC
 - See [Model Compensation Plans](#) #1 and 2A for examples of full distribution of pot of funds
- Examples of CPs that need a redistribution plan:
 - Increases based on advancement on a salary schedule
 - An increase is described as a set amount per teacher, point, or factor (even if CP uses pool/points, for example, to distribute other factor increases)
- Required components of RDP:
 - To all teachers rated effective or highly effective
 - In current contract year
 - METHOD: as a stipend or base increase



Public Hearing / Meeting Attestations

Per I.C. § 20-29-6-6(b), the CBA must include attestations signed by both parties as to:

- 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
- 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**.

2022 Most
Frequent Area of
Noncompliance

- Include the attestations on your signature page for ease in obtaining signatures.
- 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.



General Tips for CBA Compliance



General Tips for CBA Compliance

- Review your last compliance report carefully and don't skip the footnotes or general comments
- When bargaining: Is it salary, wages, or fringe benefits? If no, don't bargain it
- Including policy for reference purposes? Be sure to say that it wasn't bargained and was included for informational purposes only
- Beware of old language and remove if possible
- Content of prior year MOUs (originally attached to CBA) should be moved to body of CBA if the parties bargain to continue the terms
- Check dates and internal citations for accuracy and consistency
- Keep it simple



General Tips for CBA Compliance

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

**Common
Error**

Noncompliant Definition

“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.
- 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.



Questions?

- Be proactive – ask questions to avoid noncompliance
- Ask questions@ieerb.in.gov

Thank You