



2025 CBA Compliance

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Session Roadmap

- Compliance Review Process
- 2025 Compliance Results
- 2025 Legislative Changes Impact on CBA Compliance
- CBA Content
- Avoiding Common Noncompliance Issues & General Compliance Tips
- Compliance Resources & MOUs
- Compliance Quiz



CBA Compliance Review

- IEERB's statutory authority to review CBA comes from I.C. § 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 within 14 business days
- 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 penalties:

- cease & desist penalty (with or without recommendation for technical assistance)
- compliance assessment conference (CAC) penalty
- prior approval (PA) penalty

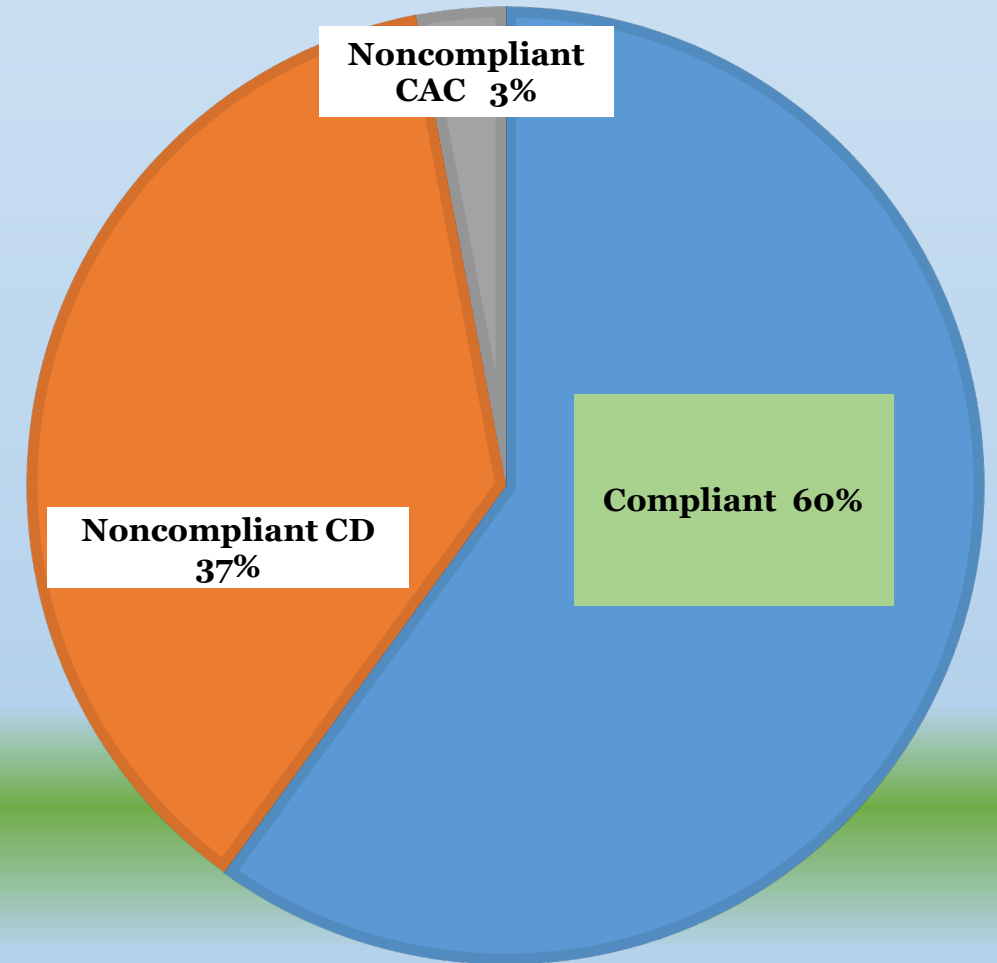
What is the statutory basis for these penalties?

- Indiana Code § 20-29-6-6.1(f). Review of collective bargaining agreement:
“If, following the review of a collective bargaining agreement, the board finds the collective bargaining agreement does not comply with this chapter, the board shall issue an order that may include one (1) or more of the following items:
 - (1) Ordering the parties to **cease and desist** from all identified areas of noncompliance.
 - (2) Preventing the parties from ratifying any subsequent collective bargaining agreements until the parties receive **written approval** from the board or the board's agent.
 - (3) Requiring **other action as deemed appropriate** by the board as authorized by state law”

2025 Compliance Results

182 Compliant

- 112 Not Compliant – Cease & Desist (CD)
- 9 Not Compliant – Compliance Assessment Conference (CAC)
- 0 Not Compliant – Prior Approval
- 2 Appeals Filed (1 subsequently withdrawn)



Based on 303 CRRs Issued May 29, 2025



2025 Compliance Results: Voluntary Technical Assistance

- During the 2023-2025 biennium, IEERB staff provided technical assistance to bargaining parties representing over 60 school corporations.
- Most of the parties who voluntarily sought technical assistance indicated that doing so was beneficial.

Practice Pointer

IEERB encourages parties to seek technical assistance regarding any compliance concerns or questions prior to submission of their next CBA. Compliance@ieerb.in.gov



2025 Compliance Results: Technical Assistance Recommendation

Based on the successful utilization of voluntary technical assistance in the past two years, IEERB now includes – as a general comment in some CRRs – a **recommendation** that the parties seek technical assistance prior to the next formal bargaining period.

- This recommendation is NOT an additional penalty; and
- As such, there is no requirement that these parties seek technical assistance.

Practice Pointer

IEERB strongly encourages ALL parties to seek technical assistance regarding any compliance concerns or questions prior to submission of their next CBA. Compliance@ieerb.in.gov



2025 Compliance Results

Top Issues of Noncompliance:

1. 50% Cap on Education and/or Experience
2. Amount or Method of Calculating Increase
3. Increase Not Attributed to a Factor / Combination of 2+ Factors
4. Bargaining Unit Description / Recognition Clause
5. 72-Hour Requirement
6. Non-Bargainable Subjects
7. Public Hearing & Meeting Attestations/Gateway Reporting



2025 Legislative Changes: Impact on CBA Compliance

Summary of Legislative Changes Effective July 1, 2025

- **\$45,000 Minimum Salary:** The compensation plan must clearly demonstrate that all full-time classroom teachers are earning at least \$45,000.
- **General Eligibility Statement:** The former requirement to include a clear statement of eligibility based on evaluation rating has been removed. While no longer a statutory requirement, the inclusion of an eligibility statement is permissible.
- **Factors: Academic Needs Increase Requirement:** If a base salary increase is bargained, the compensation plan must demonstrate that the academic needs factor accounts for at least 10% of the total base salary increase calculation.
- **Salary Increase for Possession of Literacy Endorsement:** If a base salary increase is bargained, the compensation plan must include a differentiated increase for all teachers who have added a literacy endorsement to their license.
- **Redistribution:** The former requirement to include a redistribution plan has been removed.



2025 Legislative Changes & CBA Impact: \$45,000 Minimum Salary

Requirement: The compensation plan must clearly demonstrate or include a statement that all full-time classroom teachers are earning at least \$45,000. IC 20-28-9-26.

- If the salary range before increases is below \$45,000, but the salary of full-time teachers will meet the \$45,000 statutory requirement after increases, the parties should include a salary statement to that effect.

CBA Example:

- At the beginning of the 2025-26 school year, the salaries of returning full-time teachers were between \$43,000 and \$70,000.
- After salary increases have been awarded through the compensation plan, the salary range for full-time teachers is \$45,000 to \$72,000, in compliance with IC 20-28-9-26.



2025 Legislative Changes & CBA Impact: General Eligibility Statement

Repealed: The former requirement to include a clear statement of eligibility based on evaluation rating has been removed.

- Although no longer required, an eligibility statement is still permissible
- Parties may include any bargained criteria –criteria may or may not reflect new evaluation plan created by school corporation
 - NOTE: Parties may NOT bargain the actual evaluation plan or procedures, but they may bargain evaluation-based eligibility criteria that reflect the school's plan
- Salary increase factors not the same as eligibility criteria - see Rubric for examples



2025 Legislative Changes & CBA Impact: 10% Increase for Academic Needs Factor

Requirement: If a base salary increase is bargained, the compensation plan must demonstrate that the academic needs factor accounts for at least 10% of the total base salary increase calculation. IC 20-28-9-1.5(b)(4).

- Academic needs 10% minimum calculation is based on the total possible increase under the compensation plan, not the actual increase for any individual teacher.
- The parties may, but are not required to, define academic needs as the need to retain teachers employed in a high need area as identified by the school employer.
- Reminder: Compensation plan must still use a combination of at least 2 of the 5 statutory factors as the basis for salary increase.



2025 Legislative Changes & CBA Impact: Salary Increase for Possession of Literacy Endorsement

Requirement: If a base salary increase is bargained, the compensation plan must include a differentiated increase for all teachers who have added a literacy endorsement to their license. IC 20-28-9-1.5(e).

- Increase for literacy endorsement should be attributed to 1 of the 5 statutory factors; however, failure to attribute the literacy endorsement to one of the five statutory factors will not render the compensation plan noncompliant.
- Parties may bargain differentiated increase based on either initial possession (attainment) or continued possession of the literacy endorsement, as determined by the parties.
 - If parties bargain salary differentiation based on initial attainment of LE, the amount of this one-time increase should constitute a meaningful increase.



2025 Legislative Changes & CBA Impact: Salary Increase for Possession of Literacy Endorsement

“What does the teaching license look like if a teacher has added the literacy endorsement?”

NOTE: The statutory differentiation of salary increases for teachers with a literacy endorsement must apply to ALL teachers who have added the endorsement to their license.

State of Indiana
Professional Educator's License

SPN No.: [REDACTED]
License No.: [REDACTED]
Highest Degree Earned: Master

Instructional	Basis	Grade Coverage	Issued	Expires	Action	Res. Req.	Proficiency
Elementary/Intermediate	Rules 2002	Elementary / Intermediate	3/3/2021	3/3/2026	Renewal	No	PP
Elementary/Primary	Rules 2002	Elementary / Primary	3/3/2021	3/3/2026	Renewal	No	PP
Preschool	Rules 2002	Preschool	3/3/2021	3/3/2026	Renewal	No	PP
Early Literacy Endorsement	REPA 3	P-5	2/21/2025	3/3/2026	Addition	No	P

Katie Jenner
Secretary of Education

State Form 51411 (R / 3-11)

1 of 1



2025 Legislative Changes & CBA Impact: Redistribution Plan

Repealed: The former requirement to include a redistribution plan has been removed.

- Along with the repeal of the required RISE evaluation model and repeal of statutory references to teachers rated Highly Effective, Effective, Improvement Necessary, and Ineffective, the former requirement to include a redistribution plan was also removed.
- Although no longer required, it is permissible. Parties may bargain a redistribution plan to supplement any optional eligibility criteria that they bargain.
 - If an optional redistribution plan is included in the compensation plan, it should indicate whether funds are redistributed as a stipend or a base salary increase.



CBA CONTENT



CBA Content: Required Terms and Provisions

- There are 5 basic items or terms that **must** be included in every CBA:
 - The names of the school employer and the exclusive representative
 - The recognition clause in the CBA 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, 2027)
 - The date the 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



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, 2025, the CBA must demonstrate that the salary of all full-time teachers is no less than **\$45,000 NEW AMOUNT!**
 - Salary Increase Factors (must use at least 2)
 - Increase Distribution Requirements
 - 10% Minimum Increase for Academic Needs **NEW REQUIREMENT!**
 - Differential Increase for Literacy Endorsement
 - 50% Cap on Increases Based on Education and/or Experience



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)
 - Evaluation Procedures
 - 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



CBA Content: Nonbargainable Subjects

Supplemental Payments

Supplemental payments are the nonbargained discretionary payments the school corporation may make to any teacher **in excess of the salary specified in the school corporation's compensation plan.**

TIP: If the parties do not bargain but wish to include a supplemental payment provision solely for informational or reference purposes, they must include a statement that the provision was not bargained but was included for informational purposes only.

- **BUT NOTE:** Because supplemental payments are payments in excess of the salary specified in the compensation plan, the parties cannot use a nonbargained supplemental payment in lieu of a **required** compensation plan component.
- For example, the CBA should not describe an increase resulting from row or column advancement on the salary schedule as a nonbargained supplemental payment.



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 alone 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.



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.*



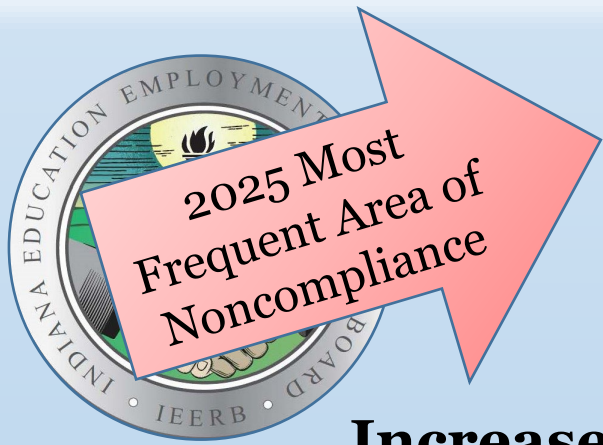
If a teacher is asked to, and accepts, responsibility for completing [ancillary duty], the teacher will receive \$100.

- *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.



Avoiding Common Noncompliance Issues



2025 Most
Frequent Area of
Noncompliance

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 (i.e., the median). 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.
- 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 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.



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.



Salary Amount or Calculation

- Pursuant to Indiana Code § 20-28-9-1.5(b), bargained increases in a local salary range must be made through a compensation plan.
- Pursuant to Indiana Code § 20-29-6-4(b), “salary and wages include the **amounts** of pay increases available to employees under the compensation plan.”
- Per the 2025 Compliance Rubric, a compensation plan must clearly describe either the amount of the salary increase(s) or the method by which the increase(s) will be calculated.

Practice Pointer

Inconsistent and/or outdated increase provisions are often the culprit on this issue. Remember that IEERB staff are not at the bargaining table, so our compliance review is based on what is written in the CBA.

- Remove increase provisions bargained in prior CBAs that are inconsistent with current increase provisions. If increase provisions from previous years are inadvertently left in the compensation plan and these provisions are inconsistent, the CBA will not demonstrate compliance with the amount / calculation requirement.
- Ensure that increase descriptions within the compensation plan match increase provisions that are included as appendices, salary schedules, etc.
- Include/use the recommended Itemized Compensation Requirements template.



Failure to Attribute Increase to a Factor

Statutory Factors

→ must use at least 2

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

- Across-the-board increases / transition to new salary schedule
- Often an increase is described in the compensation plan, but not attributed to a factor
- 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 possession of literacy endorsement
 - Fix: Identify these as subfactors under Instructional Leadership or Academic Needs
- 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



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 outside the compensation plan; and
 - FNC for increase not attributed to statutory factor
 - Amount of transition increase included in the 50% calculation due to lack of factor attribution, which may result in a third FNC
- Solution: “Teachers that satisfy the academic needs factor transition to the 2025-26 SS in the same row and column and receive a \$1,000 increase.”



Bargaining Unit Description (Recognition Clause)

- Must match most recent IEERB Order in effect on date of CBA ratification
 - Close does not count – it should match word for word
 - Tip: Avoid defining “teacher” differently than the unit description
- 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.



72 Hour Requirement

- Per Indiana Code § 20-29-6-19(a), the school employer must conduct a public meeting to discuss a tentative collective bargaining agreement at least 72 hours before the public meeting at which it is ratified.
- The date of the public meeting to discuss the tentative agreement **as reflected in the parties' attestation** must be at least 72 hours before the **ratification date identified in the CBA** to demonstrate compliance with the statutory requirement.
 - Double check the meeting and ratification dates reported in the CBA to ensure compliance with the 72-hour requirement.



NBS: Use of “Information Only” Statement

Per Indiana Code § 20-29-6-4, parties must bargain salary, wages, and salary and wage related fringe benefits.

Per Indiana Code § 20-29-6-4.5. Prohibited subjects of collective bargaining – “any subject not expressly listed in section 4.”

- Statutory carve out allowing grievance procedures

The Indiana Supreme Court has authorized the use of “information only” statements to identify school policy or other information that parties have not actually bargained but have included in the CBA for informational purposes only.

- Parties have become adept at using the info only statements, and this has generally increased NBS compliance.
- Cautionary Note: Identifying a section or provision of the CBA that includes both salary & wages and NBS as being included for informational purposes only is noncompliant because salary and wages **MUST** be bargained.

Fix: Any information in [the ECA schedule / this provision] beyond salary and wages was not bargained and is included for informational purposes only.



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 specific positions from the BU
- 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



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**.

- Include the attestations on your signature page for ease in obtaining signatures.
- There is a compliant example on pages 4-5 of the Rubric that parties may use as a template.

Note: 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

- 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.



CBA & MOU Compliance Resources



2025 CBA Compliance Guidance / Resources

- [2025 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**

- [2025 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



Recommended CBA Format

The Recommended CBA Format has been updated for 2025 and may be used to assist parties in developing a compliant CBA that includes all required terms and provisions, as well as mandatory subjects of bargaining.

2025 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 \$45,000 Minimum Salary Requirement (recommended if salary range before increases is not at \$45,000)
- B. Base Salary Increases (Compensation Plan)
 - 1. Eligibility Statement¹ (or Statement of No Increase or Increment, if applicable)
 - 2. Factors and Definitions (must include academic needs factor and at least one other factor)
 - 3. Distribution
 - 4. Redistribution Plan (no longer required; optional if bargaining optional eligibility criteria)
 - 5. Itemized Compensation Requirements²
 - 6. Other Permissible Salary Items (optional)
- C. Stipends (optional)
- 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 Ratification

- A. Contract Term
- B. Public Hearing and Meeting Attestations
 - 1. Public Hearing Date and Electronic Participation Statement
 - 2. Tentative Agreement Meeting Date and Electronic Participation Statement
- C. Dated³ Party Signatures

¹ An eligibility statement based on minimum evaluation rating is no longer mandatory but still recommended.

² This is a summary included to clearly demonstrate total base salary increases available to teachers under the compensation plan and compliance with 50% limit on education and experience, salary differentiation for possessing the literacy endorsement, and 10% academic needs requirement.

³ Ratification date must be at least 72 hours after TA meeting.



Recommended CBA Format: Itemized Compensation Requirements

The [2025 Recommended CBA Format](#) includes as Article II, Section B(4), a new component identified as “Itemized Compensation Requirements.”

This an optional – but recommended – summary included to clearly demonstrate:

- (1) the total possible base salary increase available under the compensation plan; and
- (2) compliance with the 50% limit on education and experience, salary differentiation for possessing the literacy endorsement, and 10% academic needs requirements.



Recommended CBA Format: Itemized Compensation Requirements

Copy and paste this TEMPLATE from page 23 of the 2025 Compliance Rubric:

- Calculation of Total Possible Base Salary Increase Available to Teachers Under the Compensation Plan = \$_____
- Increase attributable to education and experience:
 - Increase attributable to education = \$_____
 - Increase attributable to experience = \$_____
 - The combined increase for education and experience is \$_____, which is _____% of the total possible increase.
- Increase attributable to academic needs = \$_____, which is _____% of the total possible increase.
- A differentiated salary increase for the literacy endorsement (is / is not) included in the total possible increase.



What is an MOU?

- “Memorandum of Understanding”
- Term of Art
- Defined in [560 IAC 2-1-2\(14\)](#)
 - any agreement ratified by both the school employer and exclusive representative that changes or modifies the terms of the CBA



When do you need an MOU?

- Any time the parties bargain a deviation from, or supplement to the terms agreed upon in the CBA, it must be memorialized in an MOU
- Whether you need an MOU depends on whether the CBA already contemplates what you're trying to achieve
 - Examples: Grant based stipends, virtual instruction wages, employer health insurance contributions



When do you need an MOU?

- Example: In response to increased interest in women's wrestling, school decides to add women's wrestling as a new ECA after ratifying and submitting CBA.
 - Question: Do you need an MOU to reflect the bargained wage for the coach of this new ECA?
 - Answer: It depends on your CBA terms.
- Scenario #1: The ECA Schedule in the CBA identifies wages for positions of "high school wrestling" and "middle school wrestling."
 - In this case, the CBA does not specify Men's/Women's for the wrestling positions, so the school can simply pay the women's wrestling coach the pay that is already identified in the ECA without needing an MOU.
- Scenario #2: The ECA Schedule identifies wages for the positions of "men's wrestling."
 - In this case, the use of an MOU would be appropriate to supplement the existing terms of the CBA.



When is an MOU allowed?

- During the formal bargaining period (September 15 – November 15)
- Outside the formal bargaining period, in either of the following circumstances (560 IAC 2-8-4(d)):
 - Newly discovered information / unanticipated event not known at CBA ratification; or
 - IEERB issued [nonrule policy guidance](#) re: unanticipated circumstances impacting multiple parties



What is the scope of an MOU?

- Just like the CBA it modifies, an MOU's scope is limited to bargainable subjects:
 - Salary
 - Wages
 - Salary and Wage related fringe benefits



MOU Compliance

- Timing: During formal bargaining or subject to exception
- MOU Terms: Same compliance requirements applicable to CBAs
- Pre-approval is available upon request by emailing draft and written explanation to compliance@ieerb.in.gov
 - Remember to copy other party on your email request
 - Include desired turnaround time
 - Leave yourself some time for changes
- Compliance findings/comments are issued in subsequent CRR or in Addendum if CRR already issued

RESOURCE: [2025 MOU Quick Reference Guide](#)



MOU Submission

- Must be signed (ratified) by a representative of each party
 - Union President
 - School Board Member(s)
- Ratification dates required
- If outside formal bargaining period, parties must draft written statement of why MOU is needed, and how it meets one of the exceptions



MOU Submission (continued)

- Gateway upload
 - MOU and written statement must be uploaded through MOU module
 - No longer attached to CBA and reuploaded
- Submission must occur within 10 business days of ratification
 - See 560 IAC 2-8-4(b) re: prior approval penalty for failure to submit
- MOU must be posted on corp. website within 14 business days of ratification
 - Put it in the same place the CBA is published
- Submissions emailed to ratifiedcontracts@ieerb.in.gov will still be accepted
 - BUT school employer will need to follow up with Gateway upload
- Review subsequent Compliance Report or Addendum for any issues

RESOURCE: [2025 MOU Quick Reference Guide](#)



Why should MOUs be avoided?

- Remember that all bargaining should occur during the formal bargaining period
 - Exceptions should be rare
- MOUs can be time intensive and require action of governing body
- Risk of noncompliance
- Can lead to complacency during formal bargaining



How can MOUs be avoided?

- Anticipate future needs
- Consider the status quo period
- Build flexibility into CBA provisions
 - Catch-all terms
 - Conditional terms
- Incorporate continuing MOU terms into body of subsequent CBA
 - MOU expires along with the CBA it modifies



Additional Compliance Guidance

[IEERB Compliance Webpage](#)

- [2025 CBA Compliance Rubric](#)
- [2025 Model Compensation Plans](#)
- [2025 Compensation Plan FAQs](#)
- [2025 Guide to CBA Compliance](#)
- [2025 Guide to Compensating Teachers for Graduate Degrees and Credit Hours](#)
- [2025 MOU Quick Reference Guide](#)
- [IEERB Gateway Apps](#)



CBA Compliance Quiz:

Fill in the Blank

1. To the extent that parties bargain a salary increase, the minimum increase attributable to the academic needs factor is _____ %.
 - 10
2. Effective July 1, 2025, the new statutory minimum salary for full time teachers is _____.
 - \$45,000
3. The date of the public meeting to discuss the tentative agreement as reflected in the parties' attestation must be at least _____ hours before the ratification date identified in the CBA to demonstrate compliance with the statutory requirement described in Indiana Code § 20-29-6-19(a).
 - 72



CBA Compliance Quiz: True or False

1. Parties must bargain to include an increase for teachers who possess a literacy endorsement in their 2025-26 CBA.

True

2. An increase for teachers who possess a literacy endorsement may be attributed to the literacy endorsement factor.

False – there is no “literacy endorsement factor.” IEERB recommends attributing such an increase to either the instructional leadership or academic needs factor.