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. Some information may not be relevant to parties who have not bargained a new agreement or reopened an existing agreement subsequent to June 30, 2011.¹

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

IEERB encourages all practitioners to become familiar with collective bargaining laws and rules and to be prepared for – and take seriously – discussion, bargaining, mediation, and fact-finding.

¹ CBAs (or parts of CBAs) entered into on or after July 1, 2011, are subject to the 2011 changes to collective bargaining.
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RESEARCH

GLOSSARY OF BARGAINING AND IMPASSE TERMS
OVERVIEW OF BARGAINING AND IMPASSE

Collective bargaining is the performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to negotiate in good faith concerning the mandatory subjects of bargaining and to execute a written contract, known as a collective bargaining agreement (“CBA”), relating to the settlement of bargained subjects. The obligation to bargain collectively does not require the school employer or the exclusive representative to agree to a proposal of the other or to make a concession to the other. Informal negotiations may be held prior to September 15. However, formal collective bargaining between a school employer and the exclusive representative cannot begin before September 15.²

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

Parties may formally bargain starting September 15.³ If parties have not submitted a ratified contract to IEERB within sixty days of the beginning of formal bargaining, IEERB will declare impasse.⁴

Within fifteen days of the Declaration of Impasse, IEERB will appoint a mediator. Mediation will consist of up to three sessions and last up to thirty days. If mediation is successful, the parties submit their ratified contract to IEERB. If mediation is not successful, parties will exchange last best offers (LBO) at the end of mediation. Within fifteen days of the end of mediation, IEERB will appoint a fact-finder. The fact-finder has up to thirty days to investigate the parties’ LBOs and determine which LBO will be the parties’ CBA. The parties have thirty days from the date of the fact-finder’s decision to appeal the decision to the IEERB Board.

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

³ See IEERB’s website for the current bargaining timeline.

⁴ IEERB will also declare impasse if notified by the parties that they are at impasse.
COLLECTIVE BARGAINING

Overview of 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.

The mandatory subjects of bargaining listed in Indiana Code § 20-29-6-4 are salary, wages, and salary and wage related fringe benefits. Salary and wages include the amounts of pay increases available to employees under the compensation plan 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 teacher appreciation grant or addition to base salary based on a teacher appreciation grant to an individual teacher under Indiana Code § 20-43-10-3.5. Parties may bargain wages for duties outside of normal teaching duties that are performed during or outside of the regular teacher work day. Wages are generally bargained for ancillary, extracurricular and/or co-curricular duties. Salary and wage related fringe benefits includes accident, sickness, health, dental, vision, life, disability, retirement benefits, paid time off (as permitted to be bargained under Indiana Code § 20-28-9-11), unpaid leave, wellness plans, Section 125 plans, travel allowance, severance pay, and expanded criminal history background checks.

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

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

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

- school calendar;
- teacher dismissal procedures and criteria;
- restructuring options;
- the school’s ability to work with educational entities regarding postsecondary or dual credits;
- teacher evaluation procedures and criteria;
- any subject not required to be bargained; and

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5 The teacher appreciation grant replaced the teacher performance grant and additions to base salary based on the grant were added to list of prohibited subjects in 2015. Although the teacher performance grant is still in Indiana Code § 20-43-10-3, it was not funded for this biennium and therefore will not be discussed in this Guide.

6 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.

7 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).
a matter that another statute specifies is not subject to collective bargaining, including supplemental payments for a master’s degree pursuant to Indiana Code § 20-28-9-1.5(a), and any teacher appreciation grant stipend or addition to base salary based on a teacher appreciation grant stipend under Indiana Code § 20-43-10-3.5.8

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

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

- the names of the school employer and exclusive representative,
- a description of the bargaining unit,
- the beginning and ending dates of the CBA, and
- the date the CBA was ratified along with the signature of at least one agent of each of the parties.

Any side agreements or memoranda of understanding (MOUs) regarding the mandatory subjects of bargaining or any of the other terms included in the ratified CBA must be attached to, and are considered part of, the CBA.

IEERB encourages the parties to carefully review a tentative agreement in its entirety prior to ratification and submission to ensure compliance. Because IEERB is not able to review or provide legal advice on CBA content or compliance, parties are encouraged to use the Guide to CBA Compliance, the 2017 Compliance Rubric, the Compliance Checklist, and their most recent Compliance Report when reviewing their tentative agreement and drafting their CBA. For legal advice, contact your counsel.

Once the parties have reduced their agreement to writing, the CBA must be ratified and signed by the governing body of the school employer and the exclusive representative. Once it is ratified, the school employer must upload the CBA to Gateway at https://gateway.ifionline.org and post it on the school’s website.9 The exclusive representative may email the ratified CBA to IEERB at ratifiedcontract@ieerb.in.gov. The CBAs posted online must be identical to the one sent to IEERB and must include all side agreements or MOUs regarding subjects of bargaining.

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

8 Indiana Code § 20-43-10-3.5 was added in 2017.

9 See Indiana Code § 20-29-6-6.1(a), 560 I.A.C. 2-5-1 (parties must submit ratified contracts to IEERB within 30 days); Indiana Code § 20-29-6-19 (providing that not later than 14 business days after the parties have reached an agreement under this chapter, the school employer shall post the contract upon which the parties have agreed on the school employer’s Internet web site).
Public Schools Subject to Collective Bargaining

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

A. Special Management Teams Assigned under Indiana Code § 20-31-9-4
These special management teams are not considered a school employer under Indiana Code § 20-29-2-15. The special management team makes all personnel decisions in the school. In operating the school as a turnaround academy under Indiana Code Chapter 20-31-9.5, a special management team is not bound by a contract entered into under Indiana Code Article 20-29. See Indiana Code § 20-31-9.5-1 for more information.

B. Innovation Network Schools
For any collective bargaining agreement under Indiana Code Article 20-29 entered into after July 1, 2015, 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.

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

C. Certain Transformation Zone Schools
This section applies to schools that are part of a transformation zone as the result of three consecutive years of being in the lowest performance category or designation and are not operated by a special management team. The school corporation is not subject to Indiana Code Article 20-29 in these transformation zone schools unless the school corporation voluntarily recognizes an exclusive representative under Indiana Code § 20-29-5-2. If the school corporation voluntarily recognizes an exclusive representative under Indiana Code § 20-29-5-2, the school corporation may authorize a school within the transformation zone to opt out of bargaining allowable subjects or discussing discussion items by specifying the excluded items on the notice required under Indiana Code § 20-29-5-2(b). Such notice must be provided to IEERB at the time of the notice is posted. See Indiana Code § 20-31-9.5-9.5 for more information.

10 Similar rules apply to innovation network schools organized under former Indiana Code Article 20-25.5.
Determining Whether Parties Must Bargain

Generally parties must bargain if: (1) part or all of their CBA has expired or will expire prior to the next bargaining season or (2) the parties’ current CBA includes a mandatory “reopener.” In certain cases, IEERB may contact the parties to request information as to why the parties are not bargaining.

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

Parties with a calendar year CBA must bargain a successor CBA in the school/fiscal year in which the current CBA expires. Parties with a calendar year CBA may continue the terms of the current CBA until the end of the fiscal year in which the CBA expires if they submit a ratified statement to IEERB indicating their intent to do so. In general, unless the CBA so provides, bargaining a successor contract will not affect the terms of the current CBA that continues until its expiration.

Exchanging Collective Bargaining Information

A free flow of information is essential to a good bargaining relationship. IEERB encourages parties to voluntarily and readily exchange information needed for bargaining. Parties have a duty to timely provide “information about mandatory subjects of bargaining for purposes of making future bargaining proposals, current bargaining proposals, or for contract administration.” Id. This duty is separate from schools’ disclosure duties pursuant to the Access to Public Records Act.

Collective Bargaining Agreement

A. Compliance

IEERB is tasked with reviewing all collective bargaining agreements between school corporations and their exclusive representatives for compliance with Indiana Code 20-29-6 and Indiana Code 20-28-9-1.5. Parties are required to submit their ratified CBA (and any subsequent MOUs) for a compliance officer’s review. When the review is completed, the compliance officer issues a Compliance Report and Recommendation, identifying any findings of noncompliance and a recommended penalty for any noncompliance. The Report is sent to the superintendent and the exclusive representative president no later than May 30 of the year in which the CBA expires. The school employer and the exclusive representative may appeal the compliance officer’s recommended findings and/or penalty to the Board. Additional information can be found in IEERB’s Guide to CBA Compliance and the Compliance Rubric at http://www.in.gov/ieerb/2411.htm.

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12 Access to Public Records Act (“APRA”), Indiana Code § 5-14-3 et seq., allows all persons, including associations, access to public records from a public agency. The Public Access Counselor provides advice and assistance concerning Indiana’s public access laws to members of the public and government officials and their employees. For more information on APRA, including requirements, exclusions, timelines, etc., go to www.in.gov/pac.
13 Indiana Code §§ 20-28-9-1.5(h) and 20-29-6-6.1.
B. Salary and Other Direct Compensation

1. Compensation Plan

All bargainable salary increases to be awarded in the current contract period must be included in the compensation plan. Compensation plans must be submitted with the CBA and are subject to review for compliance.

Indiana Code § 20-28-9-1.5 requires that salary increases or increments be based on at least two (a combination) of the five factors:

a. Number of years of experience (“experience”)

b. Possession\(^{14}\) of an additional content area degree or credit hours beyond the requirements for employment (“education”)

c. Evaluation rating

d. Assignment of instructional leadership roles (“leadership”)

e. Academic needs of students in the corporation (“academic needs”).

The amount of increase based on “experience” and “education” cannot be more than 33.33\(^{15}\)% of the total available increase. (The 33.33% cap does not apply to an individual teacher’s increase, but the total available increase.)

There is no specific format for compensation plans.\(^{16}\) With limited exception, a teacher rated ineffective or improvement necessary under Indiana Code Chapter 20-28-11.5 may not receive any raise or increment for the following year if the teacher’s employment contract is continued.\(^{17}\) The amount that would otherwise have been allocated for the salary increase of the teachers rated ineffective or improvement necessary must be allocated for compensation (within the current contract year) of all teachers rated effective and highly effective based on the factors listed above. CBAs must also describe how newly hired teachers will be compensated. Finally, compensation plans must include a salary range. A salary range is the lowest and highest base salaries for full-time bargaining unit members not including any increases for that year.


IEERB’s posting of CBAs/compensation plans is for informational purposes only and does not mean that the CBA or compensation plan complies with applicable laws and rules, nor does it indicate IEERB’s endorsement of the CBA. The Compliance Report for a particular CBA, also available through IEERB Search, should be read in concert with the CBA in order to be aware of any noncompliance in the CBA or compensation plan.

\(^{14}\)“Attainment” was changed to “possession” effective July 1, 2017.

\(^{15}\)“33%” was changed to 33.33% (one-third) effective July 1, 2017.

\(^{16}\)See Carmel Clay Schs., F-12-01-3060 at 4 (IEERB Bd. 2013); Jay Classroom Teachers Association vs. Jay Sch. Corp. and IEERB, 55 N.E. 3d 813 Ind. (2016)

\(^{17}\)Indiana Code § 20-28-9-1.5(d) permits parties to bargain that teachers in their first two full school years of instructing students who received an evaluation rating of ineffective or improvement necessary are exempt from this restriction and are eligible for a salary increase.
IEERB encourages parties to carefully review their CBA, and especially the compensation plan, to ensure that it is compliant, complete, and understandable prior to ratification and submission. Parties should utilize the Guide to CBA Compliance, the IEERB Compliance Rubric, the Compliance Checklist, and their most recent Compliance Report (and any Addendum thereto) to ensure compliance.

**TIP:** Have your attorney review your compensation plan PRIOR to ratification.

**Salary Differential**
Salary increases must be based on a combination of the five statutory factors. A salary increase differential occurs when a salary increase is based on the same set of weighted factors or sub-factors, but the amount or percentage of increase is not the same. It means that the dollar amount or percentage amount that one teacher receives is different than another teacher who satisfies the same factors or sub-factors. Such a differing increase is not compliant when the difference in salary increase can only be explained by reliance on some unstated or otherwise noncompliant factor. If a compensation plan includes a salary increase differential, the differential must be based on one or more of the statutory factors and otherwise comply with Indiana Code § 20-28-9-1.5.

Noncompliant salary increase differentials generally occur in two situations: (1) transitioning to or advancing within a salary schedule and (2) a “catch-up” salary increase to bring the teacher’s salary to a new level (often the new minimum salary for newly hired teachers). In order to allow parties sufficient time to bring their compensation plans into compliance with the salary increase differential restrictions, the Board is allowing 2017-2018 as a transition year in which no formal findings of salary increase differential noncompliance will be made. Rather, the compliance officer will note the issue in a general comment. Compensation plans for 2018-2019 (including those that are part of a two-year (2017-2019) CBA) must comply with the salary differential restriction. This means that if there is a differential in the salary increase amount that is based on the same weighted set of factors or sub-factors, the difference must be based on one or more of the statutory factors and otherwise comply with Indiana Code § 20-28-9-1.5. For more information, see the “Guide to Salary Increase Differential Restrictions” at http://www.in.gov/ieerb/2411.htm.

**2. Non-Bargainable Teacher Compensation**
In general, all teacher salary, wages, and benefits must be bargained and agreements put in the CBA. However, there are some notable exceptions.

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18 Indiana Code § 20-28-9-1.5(b).
19 For additional information on supplemental payments (stipends and salary increases) that are not subject to bargaining, see IEERB’s Guide to Compensating Teachers for Graduate Degrees at http://www.in.gov/ieerb/2411.htm.
20 If the parties wish to include information in their CBA on the supplemental payment for master’s degree, school performance grant stipends, or teacher appreciation grant stipends, they must include a statement that the item was not bargained but is included solely for informational purposes. Including information on any of these items without the accompanying “information only” statement will result in a finding of noncompliance.
a. Supplemental Payment for a Master’s degree
Although possession of an additional content area degree or credit hours may be a factor in the compensation plan (as allowed under Indiana Code § 20-28-9-1.5 and capped at 33.33%), school employers also may provide a supplemental payment to a teacher in excess of the salary specified in the compensation plan. Indiana Code §20-28-9-1.5(a). This supplemental payment is not subject to collective bargaining, but must be discussed.
The school employer may offer a supplemental payment to a teacher who:
(1) teaches an advanced placement course; or
(2) has earned a master's degree from an accredited postsecondary educational institution in a content area directly related to the subject matter of either: (a) a dual credit course or (b) another course, taught by the teacher.
Supplemental payments may also be offered to elementary school teachers who earn a master’s degree in math or reading and literacy.

b. Teacher Appreciation Grant21 NEW
The school employer distributes the Teacher Appreciation Grant stipends to teachers rated effective or highly effective. The school employer shall differentiate the amounts of stipends between effective and highly effective teachers by at least 25%. Pursuant to a policy adopted by the school board, up to 50% of the teacher’s stipend may become a permanent part of and increase the teacher’s salary for the school year following the fiscal year in which the stipend is paid. This increase is in addition to any compensation plan directed salary increase. The amount of the stipend and the amount of any salary increase are not subjects of bargaining but are discussable.

3. Stipends
A stipend is not an increase to the base salary and is a non-recurring payment. It is not subject to any of the requirements of Indiana Code § 20-28-9-1.5 (i.e., eligibility, factors, 33.33% limitation, redistribution plan, etc.).22 Although not required, the Board recommends that stipends be listed in the compensation plan.

4. Payment (Wages) for Ancillary Duties
Parties may bargain compensation for ancillary duties, defined as duties performed by a teacher outside of normal teaching duties.23 Payment for these duties may be in the form of an hourly wage or a stipend. Parties cannot bargain which activities constitute ancillary duties or conditions under which a teacher may be assigned an ancillary duty. The school employer determines what constitutes an ancillary duty and how such duties will be assigned. Such policy determination can be placed in school board policy documents.

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21 Indiana Code § 20-43-10-3.5 (Teacher Appreciation Grants) was enacted in 2017 and became effective July 1, 2017.
22 If a stipend is listed as recurring, it will be treated as an increase.
5. Payment (Wages) for Extracurricular and/or Co-curricular Duties
The parties must bargain compensation for extracurricular and co-curricular duties performed by the teacher. Payment for these duties may be in the form of an hourly wage or a stipend. Parties may bargain only the compensation for an extracurricular or co-curricular duty. They cannot bargain the number or type of ECA/CCA positions or any restrictions on how or who the school employer selects to fill a position.

C. Expiration of CBAs
Collective bargaining agreements may not extend past the end of a state budget biennium (June 30 of odd-numbered years). Upon the expiration of the current contract that is in effect, except for teacher appreciation grant stipends and additions to the base salary provided under Indiana Code § 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. For more information, see Indiana Code §§ 20-29-6-4.7(b) and 20-29-6-16.

Memorandum of Understanding (MOU)
Parties bargain in the fall and must incorporate all agreed-upon subjects of bargaining into a ratified CBA. After the CBA is ratified there may be times when the parties ratify a subsequent agreement that changes or modifies the CBA. This type of subsequent agreement is called a memorandum of understanding (MOU). An MOU is considered part of the CBA, and therefore must be submitted to IEERB.

Because ratification can occur only during formal bargaining, an MOU that is bargained and ratified outside of this time period is not compliant unless one of the following exceptions applies:

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

When parties submit an MOU that was ratified outside of the formal bargaining period, they must also submit a written explanation of the need for the MOU. 560 IAC 2-8-4. The written explanation is a key element in determining if the MOU satisfies one of the exceptions. In addition

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24 Indiana Code § 20-29-6-16 also provides that 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.

25 If the MOU is ratified within the formal bargaining period, it must be submitted with the CBA. If ratified outside the formal bargaining period, the ratified MOU must be submitted to IEERB within two business days of ratification. See 560 IAC 2-8-4.

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

27 Current non-rule policy documents may be found at http://www.in.gov/ieerb/2334.htm.
to being reviewed to determine if it satisfies either of the exceptions, the compliance officer also reviews the MOU for compliance with all other applicable requirements. Once the MOU is reviewed, the compliance officer issues an Addendum report. See IEERB’s Guide to CBA Compliance for more information.

IMPORTANT: At the parties’ request, IEERB will assign a compliance officer to review for provisional approval of an MOU prior to ratification. Parties desiring such review should submit their proposed MOU to IEERB including their written justification for the MOU. Parties should provide the compliance officer ample time to approve an MOU prior to the anticipated ratification date.

**Bargaining Status Forms**

Each year IEERB collects bargaining information from all parties who collectively bargain under Indiana Code Article 20-29. The Bargaining Status Form (BSF) has two sections: BSF:I and BSF:II.

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

If IEERB declares the parties at impasse, IEERB will email the BSF:II to both the school employer and the exclusive representative. Each party must complete and email the BSF:II to IEERB at Impasse@ieerb.in.gov.

IMPORTANT: If either party contends that the school employer’s revenue available for bargaining (based on the school funding formula) is different than the Indiana Department of Education’s certification of general fund revenue pursuant to Indiana Code § 20-29-6-12.5(b), the party must list its estimated school funding formula revenue (the amount it contends is different from the IDOE Certification) on the BSF:II. If a party contends that the available revenue is different from IDOE’s Certification, but the party fails to list its own estimated revenue in Section 5 on the BSF:II, the party is precluded from using any amount other than the IDOE Certification amount at fact-finding.  

**Tips and Best Practices for Bargaining**

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

- Review the law, rules, and guidance provided by IEERB and your attorney.
- Exchange collective bargaining information.
- Prepare a history of general fund revenue and expenditures.
- For each issue, determine the overall cost compared to available funds.
- For each issue, determine the source of the funding, and whether it will be available if the parties go to fact-finding.

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28 According to IDOE’s Certification, this is the same as state tuition support funding.

• For each contested issue, be sure you can articulate the reason for your position and counter any reasons against it that may be offered by the other side.
• Start informally bargaining early, and determine what, if any, issues may be quickly resolved.
• Be open to creative solutions that address the interests of both parties.
• Begin researching comparable information.30 Comparable information for public employees may be found on Gateway at https://gateway.ifionline.org.

Discussion

Discussion is the performance of the mutual obligation of the school employer and the exclusive representative to meet at reasonable times to discuss, provide meaningful input, or exchange points of view, with respect to the following items:
• curriculum development and revision;
• selection of curricular materials;
• teaching methods;
• hiring, evaluation, promotion, demotion, transfer, assignment, and retention of certificated employees;
• student discipline;
• expulsion or supervision of students;
• pupil/teacher ratio;
• class size or budget appropriations;
• safety issues for students and employees in the workplace, except those items required to be kept confidential by state or federal law; hours;
• hours
• funding for a plan for remediation program for any subset of students enrolled in kindergarten through grade 12;
• pre-evaluation planning session required under Indiana Code § 20-28-11.5-4;
• superintendent’s report of aggregate performance evaluation results (prior to presentation to the school board);
• supplemental pay for certain master’s degrees pursuant to Indiana Code § 20-28-9-1.5(a);
• teacher appreciation grants and individual teacher appreciation grant stipends to teachers pursuant to Indiana Code § 20-43-10-3.5;
• additions to base salary based on teacher appreciation grant stipends pursuant to Indiana Code § 20-43-10-3.5; and
• a career pathways and mentorship plan established under Indiana Code § 20-20-42.2.

The obligation to discuss does not require either party to enter into a contract, agree to a proposal, or make a concession related to the mandatory items of discussion. However, discussion is an important and mandatory part of labor relations. Best practices include: setting an agenda of items to be discussed, being prepared for the discussion of agenda items, taking discussion

30One of the factors in fact-finding involves comparisons of wages and hours of the employees involved with wages of other employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school employer. See the Fact-Finding section below for more details.
seriously; actively participating in discussions, actively listening, being open to alternate suggestions, and having a clear understanding of next steps.\textsuperscript{31}

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

**Related Topics**

A. **Exclusive Representative Organization (ERO) Affidavit & Teacher Letter** \textbf{NEW}

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

By October 1 of each year the school employer must upload a copy of the affidavit (the School Employee Organization affidavit) to Gateway.\textsuperscript{32} Upon submission of the affidavit of membership, the school employer must also provide verification of the total number of school employees that are included in the bargaining unit. If, as a result of the information in the affidavit, the Board determines that membership in the exclusive representative is less than a majority of the school employees in the bargaining unit, IEERB will notify school employees of their right to representation and right to change or decertify the exclusive representative.

B. **Releasing information about collective bargaining or discussion meetings**

Pursuant to Indiana Code § 5-14-1.5-6.5, whenever a governing body, or any person authorized to act for a governing body, meets with an employee organization or any person authorized to act for an employee organization, any party may inform the public of the status of collective bargaining or discussion as it progresses by release of factual information and expression of opinion based upon factual information.\textsuperscript{33}

C. **Committee Appointments**

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

D. **Collective Bargaining Report**

The school employer must complete and upload the Collective Bargaining Report to Gateway by December 1. This Report collects salary, wage, and salary and wage related fringe benefit data from the prior year’s CBA (e.g., the Collective Bargaining Report for 2016-2017 must be submitted by December 1, 2017).


\textsuperscript{32} Indiana Code § 20-29-5-7(f), requiring the school employer to submit the affidavit to IEERB, was added in 2017.

\textsuperscript{33} See, \textit{e.g.}, Carmel Clay Schs., U-12-04-3060, at 4 (IEERB Bd. 2013)
IMPASSE

Declaration of Impasse 34

No later than sixty days after the start of formal bargaining, parties upload their ratified CBA to Gateway. They must also complete and upload the BSF:I. For more information on the Bargaining Status Form, see section VII above.

If parties have not uploaded a ratified CBA by sixty days after the start of formal bargaining, IEERB shall declare impasse. IEERB will also declare impasse if the parties notify IEERB that they are at impasse. Once impasse is declared, impasse will continue until IEERB (1) receives a ratified CBA, or (2) a fact-finder’s report is issued.35

In declaring impasse, the executive director will send a Declaration of Impasse to the school employer and exclusive representative contacts listed in the BSF:I form. The Declaration advises the parties of impasse and that a mediator will be appointed within 15 days. The BSF:II is attached to the Declaration, as well as an attachment describing the last best offer (LBO) requirements. Upon receipt of the Declaration, each party is required to complete the BSF:II36 and email the completed form to Impasse@ieerb.in.gov.

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 shall be via e-mail. Receipt of email is presumed upon its dispatch. In addition to email, the parties or IEERB may correspond via mail, facsimile transmission or hand delivery.

Mediation

A. Pre-Impasse Mediation

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 mediation 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 14, the parties may mutually request that the Board appoint a mediator. The request for mediation must be in the form, and in the manner, requested by IEERB staff (see Request for Pre-Impasse Mediation, link below).

The executive director shall appoint a mediator from IEERB’s staff or ad hoc panel. However, the executive director will honor mutual appointment requests to the extent possible.

All costs of the pre-impasse mediation, including mileage and other travel expenses approved by IEERB, shall be borne equally by the parties. A party who fails to attend scheduled mediation

34 See 560 IAC 2-4 for additional information on impasse, mediation, and fact-finding proceedings.
35 The executive director may stay or suspend impasse proceedings.
36 The BSF:II form requires contact information of the party’s chief spokesperson and of the individual to whom billing invoices should be submitted. In addition, if a party believes that the amount of funding available for bargaining is not the same as the IDOE certified funding formula, the party MUST list that alternate amount on the BSF:II. If a party fails to list its estimated school funding formula revenue on the BSF:II, the party has waived the ability to use a different amount for the financial implication factor during the fact-finding hearing.
sessions shall be charged the entire amount for the missed session, including the mediator’s mileage and other travel expenses, any preparation by the mediator for the session, the mediator’s time in traveling to and from the session, and any reasonable time spent by the mediator at the session waiting for the absentee party. IEERB shall pay the mediator, and then bill the parties. Invoices are due within 30 days of receipt. The number of mediation sessions will be determined by the parties. Pre-impasse mediation will end no later than November 14. 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.

Additional guidance on pre-impasse mediation (NPD Doc No. 2015-1: Pre-Impasse Mediation) and a Request for Pre-Impasse Mediation form may be found at http://www.in.gov/ieerb/2334.htm

B. Impasse Mediation
Once impasse is declared, IEERB’s executive director will appoint a mediator within 15 days. Mediation is mandatory, and the cost is shared equally by the parties. Mediation consists of up to three sessions and lasts up to 30 days. 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, please let the mediator know immediately so the mediator can decide how to proceed.

1. Mediators
The executive director appoints impasse mediators from IEERB’s staff or ad hoc panel. Persons serving as mediators shall:
- have no interest in the outcome of the proceeding;
- be impartial;
- have knowledge of rules and regulations relating to collective bargaining and impasse;
- be qualified as determined by the executive director consistent with applicable laws and rules; and
- not be an employee of, or related to, either party or attorneys involved in the proceeding.

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

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

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

In addition, the mediator may proffer information on the mediator’s general style of mediation. For example, many mediators will start with a joint session where the parties present an opening statement and then split the parties into separate rooms for the remainder of the session. Other mediators will have no joint sessions; others will not separate the parties. Moreover, the mediations may differ from session to session. If not provided, the parties may ask the mediator what the parties can expect from the first mediation session, such as whether they will be asked to provide opening statements.\textsuperscript{37} The person listed by the parties as the chief negotiator will be the main point of contact by the mediator, unless a party notifies the mediator of a change.

Mediation begins on the date of the mediator appointment and will last until the earlier of:
• the End Date;
• the date set by the mediator after at least one mediation session;
• the date mutually agreed upon by the parties after at least one mediation session; or
• submission to IEERB of a ratified collective bargaining agreement.

During the mediation time period, the mediator shall inform IEERB immediately if:
• mediation will end earlier than the End Date;
• the parties have reached a tentative agreement; or
• LBOs will be exchanged.

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

4. Disclosing and exchanging information during mediation
Information disclosed by a party to a mediator in the performance of mediation functions shall 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

\textsuperscript{37} Opening statements generally consist of concise statements regarding a party’s position on disputed issues.
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.  

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

- the legal and factual contentions of the party;
- the party’s settlement posture;
- the negotiations to date;
- the parties’ collective bargaining history; and/or
- 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, not to exceed five pages, during the mediation time period. The statement may include the information listed above. A confidential statement may be supplemented by exhibits or evidence that must be made available to the opposing party or representative at the time the mediation statement is sent to the mediator. A confidential statement is privileged and confidential unless the submitting party provides a written statement to the mediator providing otherwise.

5. Mediation sessions

Mediation will consist of one, two, or three sessions. 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 shall be private unless the mediator and both parties agree otherwise.

6. Cost of mediation

The cost of mediation is shared equally by the parties. The mediator submits a formal report to IEERB regarding the number of hours worked and expenses incurred during mediation. The current hourly rate for mediators is $106.67.  

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 executive director.

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

39 This is the rounded version. The actual rate is $800/7.5 per hour.
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 fact-finding (and may not have to draft an LBO, depending on when settlement occurs), which may involve significant time and money. Preparing for mediation and taking it seriously helps all parties resolve matters quickly and efficiently. Here are some tips for preparing for mediation:

- Review the law, rules, and guidance provided by IEERB and, if applicable, your attorney.
- Determine which issues are contested.
- 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 fact-finding.
- Be prepared to provide the mediator with requested information to help the mediator understand the nature of impasse prior to the start of mediation.
- Be as flexible as possible with scheduling.
- Be prepared to stay at mediation for as long as it takes to settle, or for the session to become unproductive.
- Be open to creative solutions that address the interests of both parties.
- **Exchange collective bargaining information. If a party needs information from the other party in order to be prepared for mediation, the party should request this information as far in advance as possible.** Requesting the information in advance allows the other party time to respond. For more information, see the Exchanging Collective Bargaining Information and the Disclosing and Exchanging Information during Mediation sections above.
- **Key bargaining team members should attend the mediation. This team should meet PRIOR to mediation to sort through and determine the party’s position on key issues.** The mediator mediates between the parties, not within a party. Because varying interests may be represented within a party, as well as on opposite sides of the table, having a prepared team will establish a unified front and ultimately may facilitate settlement.
- **Be prepared to explain your position on the disputed issues (as well as the support for that position) to the mediator and the other party.** To do this well, the parties must know and understand the basics of the law and procedures, the cost and source of funding for their proposals, and the reason their position should be adopted. Be sure you can articulate the reason for your position and can counter any reasons against it that may be offered by the opposing party. A good place to start is with the factors a fact-finder takes into consideration in making a determination.\(^40\) 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.

\(^{40}\) A fact-finder uses the following factors in making a determination: the financial impact on the school employer and whether any settlement will cause the school employer to engage in deficit financing; the public interest; past memoranda of agreements and contracts between the parties; and comparisons of wages and hours of the employees working for other public agencies and private concerns doing comparable work, giving consideration to factors peculiar to the school employer.
• **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.

• **Familiarize yourselves with the Last Best Offer (LBO) requirements and begin preparing your LBOs.** If the parties do not settle and ratify a CBA during the mediation period, they will have to exchange LBOs by the date given by the mediator within the mediation period. See Last Best Offer section below.

**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 fact-finding process, the fact-finder will choose one party’s LBO as the parties’ CBA.

**A. Requirements**

A party must provide its LBO to the opposing party at the conclusion of mediation if the parties have not settled or ratified a CBA. A party must also submit its LBO to IEERB via email at impasse@ieerb.in.gov within two days after mediation has ended. The LBO must be submitted in the format required by IEERB and include all required information and documents. Prior to October 1 of 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. IDOE Certification – Estimate of General Fund Revenue**

Before September 15 of the first year of the state budget biennium, the IDOE must provide the parties with an estimate of the general fund revenue available from the school funding formula for bargaining in the school corporation. Within 30 days after the date of the fall count of Average Daily Membership (ADM) in the first year of the state budget biennium, the IDOE must also provide the parties with a certification of estimated general fund revenue available from the school funding formula for bargaining. The certifications or estimates must be used as the basis for a fact-finder’s determination unless a party has disputed this amount by including a different amount on the BSF:II.

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

42 The LBO submitted to IEERB must be identical to the LBO provided to the opposing party at the end of mediation. If the volume of any supporting documentation precludes electronic delivery, the supporting documentation may be submitted to IEERB in hard copy or an electronic format within 24 hours of the submission of the LBO.

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

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

45 As discussed above under the Bargaining Status Form section, if a party would like to argue at fact-finding that the school employer’s revenue available for bargaining from the school funding formula will be different than the IDOE Certification, the party must list that amount on the BSF:II. If a party contends that the available revenue is different
A school employer that has passed a general fund operating referendum under Indiana Code Chapter 20-46-1 must have that amount certified by the department of local government finance (“DLGF Certification”) and obtain the certification before the conclusion of bargaining. For more information, see Indiana Code § 20-29-6-12.5 or contact IDOE or DLGF.

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 the LBO requirements may need to be modified, the school employer or the exclusive representative who bargains with the school employer may request a conference with IEERB. The request must be in writing may be made at any time after the start of the formal bargaining period until two weeks after a mediator has been appointed. After receiving a request, 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.

C. Deficit Financing

Deficit financing is defined as actual expenditures exceeding the employer’s current year actual general fund 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 fact-finding, the parties must show how the school employer can afford their proposal. In determining if an LBO places the school employer in a position of deficit financing, the fact-finder and the Board will compare the amount available to fund an LBO to the actual cost of the LBO. In determining the amount of money available to fund an LBO, the fact-finder and Board will utilize the following formula:

\[
\text{Money available to fund an LBO} = \text{IDOEx Certification amount} + \text{DLGF Certification amount (if applicable)} + \text{General Fund miscellaneous revenue} - \text{General Fund teacher non-bargained expenditures} - \text{General Fund non-teacher expenditures} \]

from the Department’s Certification, but the party fails to list its own estimated revenue in Section 5 on the “BSF: At-Impasse”, the party is precluded from using any amount other than the IDOE Certification amount at fact-finding.


48 Non-teacher expenditures includes costs (salaries, benefits, etc.) for non-bargaining unit members, and utilities. This formula will change after the implementation of the education pursuant to HEA 1009.
This determination (calculation) will be made on the basis of the state fiscal year: July 1 – June 30.49

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

D. 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 24 hours to provide the requested format, information, or documents. 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.50 The fact-finder will determine what actions, if any, are appropriate. A fact-finder’s determination on an LBO may be appealed to the Board through the normal appeal process explained below.51

E. Joint LBOs
Parties who settle during fact-finding must submit identical LBOs to the fact-finder. 560 I.A.C. 2-4-4(b). The parties may file a joint LBO at any time during fact-finding, but should file it as soon as practicable, giving as much notice as possible to the fact-finder. Joint LBOs must include the proposed collective bargaining agreement and deficit financing verifications. The fact-finder may require the parties to submit any other information the fact-finder deems necessary to rule on the joint LBO.52

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

- **Request all necessary financial information and documents prior to the start of mediation.** Even if parties don’t have the documents prior to mediation, they should ensure that they request the information and documents from the other party early enough so that the other party has time to produce them and so that the requesting party has sufficient time to review, analyze, and explain them in the LBO. A party may also may want to request information beyond what is required for the LBO in order to sufficiently explain their LBO. For more information, see the Exchanging Collective Bargaining

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50 A fact-finder has rejected an LBO because it did not substantially comply with the LBO requirements. See *Carmel Clay Schs.*, F-13-04-3060 (FF Order 2013) aff’d in relevant part by *Carmel Clay Schs.*, F-13-04-3060 (IEERB Bd. 2014).
51 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).
52 See *Flat Rock Hawcreek*, F-13-02-0370 (FF Order 2013).
Information and the Disclosing and Exchanging Information during Mediation sections above.

- **Don’t wait until the last minute to start preparing your LBO.** Although it is necessary to have financial information and documents, a good LBO will go further and explain the proposed CBA terms in relation to the financial documents and information. This will likely take time and preparation. Moreover, such preparation may be helpful in negotiations, including at mediation.

- **Once LBOs are exchanged, read and analyze the other party’s LBO.** Reading and analyzing the other party’s LBO not only helps you to prepare for fact-finding (explained in more detail below), but also to determine whether settlement is possible. Parties may settle and ratify a CBA prior to the appointment of a fact-finder. 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 I.A.C. 2-4-3.1.

### Fact-Finding

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

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

### A. Fact-finder and Financial Consultant

IEERB appoints a fact-finder from its staff or ad hoc panel. IEERB may also appoint a financial consultant to assist the fact-finder with the financial aspects of the parties’ LBOs during the fact-finding process. Persons serving as fact-finders and financial consultants shall:

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

IEERB trains fact-finders and financial consultants on the laws and rules of teacher collective bargaining at no cost to the parties. In appointing a fact-finder and a financial consultant, IEERB attempts to find a good fit between the parties and the appointees based on several factors.

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53 This is a change in 2015. The previous fact-finding timeline was 15 days.

54 The financial consultant will have a background in school finance. The financial consultant will contact the parties through the fact-finder and will not make a determination on the LBOs.
including, but not limited to, mutual party requests, appointee background, nature of dispute, and appointee availability. A list of approved ad hoc panelists can be found on IEERB’s website at http://www.in.gov/ieerb/2390.htm. IEERB will take mutual requests for specific appointees into consideration, but such requests may not be granted.

B. Fact-finding hearing
As noted above, although the fact-finder will work with the parties to set the date and time of the fact-finding hearing, the fact-finder may unilaterally establish the date and time of the hearing. The school employer is responsible for providing a room for the fact-finding hearing, as well as the equipment and necessary materials to record the proceedings. Fact-finding hearings are open to the public. However, no testimony or comments from the general public are permitted be allowed at the hearing or at any phase of the fact-finding process.

1. Written materials and order of presentation
If a party uses written materials as part of their presentation (e.g., documents, PowerPoint presentation, etc.) the party must provide three copies of all written materials to the fact-finder 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 fact-finder (pursuant to a party’s motion, the parties’ agreed motion, or at the fact-finder’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 two hours to make their initial presentation. The initial presentation generally consists of two parts – a presentation on why the party’s LBO should be chosen and a presentation on why the other party’s LBO should not be chosen (see the Sample Order of Hearing below). After the initial presentations, each party has one hour for rebuttal. The fact-finder may extend the parties’ time equally if determined necessary by the fact-finder.

Unless the parties and the fact-finder agree to a different procedure, the party who presents first shall make the first rebuttal. 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 fact-finder may either disregard new arguments or allow the opposing party extra time to respond. A fact-finder 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.

Fact-finding 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 fact-finder.

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55 IEERB will also provide, at its expense, either recording equipment or a court reporter or both.
56 Although the parties and fact-finder may agree to an alternate procedure, such procedure must be consistent with all applicable laws and rules.
3. Questions from the Fact-Finder or Financial Consultant
Parties must designate at least one person who can provide facts and answer factual questions posed by the fact-finder. All such persons must be sworn in (by oath or affirmation), which may take place at the beginning of the hearing, or at any other time during the hearing prior to the presentation of facts. Representatives do not need to be sworn in unless presenting facts not otherwise in the record. Cross-examination is not allowed. Only the fact-finder and financial consultant may ask questions of a party, and they may ask questions before, during, or after a party’s presentation or rebuttal.

Sample Order of Hearing
- **Opening of Hearing** by Fact-Finder
  - Introductions
  - Ground rules and expectations
  - Hearing agenda
  - Swearing in of all individuals who will provide facts
- **Initial Presentations** (two hours for each party unless extended by fact-finder)
  - School employer presents on why its LBO should be chosen – 1 hour
  - Exclusive representative presents on why its LBO should be chosen – 1 hour
  - School employer presents on why the exclusive representative’s LBO should not be chosen – 45 minutes
  - Exclusive representative presents on why the school employer’s LBO should not be chosen – 45 minutes
- Break
- **Rebuttals** (each side gets one hour total unless extended by fact-finder)
  - School employer responds to exclusive representative’s arguments – 30 minutes
  - Exclusive representative responds to school employer’s arguments – 30 minutes
  - School employer responds to exclusive representative’s rebuttal – 15 minutes
  - Exclusive representative responds to school employer’s rebuttal – 15 minutes
- **Closing the Hearing** by Fact-Finder

C. Fact-Finder’s Report (Findings and Recommendations)
The fact-finder must issue a report, including findings and recommendations, no later than 30 days from the date the fact-finder was appointed and select one party’s LBO as the binding contract terms. In making the findings and recommendations, the fact-finder may use evidence furnished to the fact-finder by the parties, the Board, IEERB staff, or any other state agency. The fact-finder shall consider the following factors when making a determination:

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

In making formal findings and a recommendations, the fact-finder:
may restrict the findings to those issues the fact-finder deems significant;
• must restrict the findings to those subjects of bargaining listed in Indiana Code § 20-29-6-4;
• must not put the employer in a position of deficit financing; and
• may not impose terms beyond those proposed by the parties in their LBOs.

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

D. Cost of Fact-Finding

The cost of fact-finding is shared equally by the parties. The fact-finder submits a formal report to IEERB regarding the number of hours worked and expenses incurred during fact-finding. The current rate for the fact-finder is $160 per hour.

IEERB pays the fact-finder and then invoices each party for half of the cost. Payment of the invoice is expected within 30 days of receipt. For more information on the billing and collection process, please contact IEERB’s executive director.

**Appeal of Fact-Finding Report**

To obtain Board review of a fact-finding report, a party must make a request for review within 30 days after receipt of the report. The request for review must state the nature of the objection to the Report. 57

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 fifteen days of the filing of the appeal with the Board. No additional briefs may be filed unless requested by the Board.

The Board will decide the matter upon the record, with or without oral argument. The Board, at its discretion, may use a financial consultant to assist in review of the appeal. 58 The financial consultant may be asked questions or to engage in discussion on the case during the Board meeting. The Board shall give the parties an opportunity to challenge or rebut any statements made by the financial consultant. The Board Chair will determine the amount of time given to the parties to respond.

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 fact-finding, see Indiana Code Chapters 20-29-6 and 20-29-8, as well as 560 IAC 2-4.

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57 Within two days of an oral request, the Board must receive the party’s written confirmation of the request.

58 If possible, the Board will give advance notice to the parties that a financial consultant will assist with the Board’s review. See NPD No. 2017-1 Expedited Case Management.
**Stay/Suspension of Impasse Procedures**

IEERB may stay or suspend impasse proceedings in certain situations.

**A. Stay for Certain Pending Unfair Practice Complaints**

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

(1) requests a stay of impasse procedures; and

(2) alleges that:

(a) the school employer violated Indiana Code § 20-29-7-1(a)(1) by interfering with, restraining, or coercing school employees in the exercise of the rights guaranteed in Indiana Code Chapter 20-29-4; or

(b) the school employer violated Indiana Code § 20-29-7-1(a)(5) by refusing to bargain collectively with an exclusive representative as required by Indiana Code Article 20-29; or

(c) the school employee organization or the organization’s agents violated Indiana Code § 20-29-7-2(1)(A) by interfering with, restraining, or coercing school employees in the exercise of the rights guaranteed in Indiana Code Article 20-29; or

(d) the school employee organization or the organization’s agents violated Indiana Code § 20-29-7-2(3) by refusing to bargain collectively with a school employer if the school employee organization is the exclusive representative; and

(3) alleges that a stay is required because the case implicates impasse procedures.

The stay will continue until the unfair labor practice complaint is resolved.59

In certain situations, impasse procedures will continue even if an unfair labor practice complaint is filed. The Board or its agent may proceed with impasse procedures when:

(1) the complaining party in the unfair labor practice complaint does not request a stay; or

(2) the complaining party in the unfair practice complaint later requests that impasse procedures proceed; or

(3) the Board or its agent determines that a stay is inappropriate given the nature of the allegations.60

**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.

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

C. Stay for Pending Representation Matter
IEERB will grant a stay of impasse procedures pending the outcome of a request for decertification, certification, or both. The stay will continue until the representation matter is concluded.

D. Stay for Other Instances as Determined by the Executive Director
IEERB may grant a stay of impasse procedures, at the discretion of the executive director, where a stay of impasse is determined appropriate under the unique circumstances of the parties.

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

RESEARCH
IEERB’s research division provides public access to collective bargaining agreements as well as data relevant to collective bargaining. IEERB collects collective bargaining data (salary, wages, and salary and wage related benefits) and collective bargaining agreements through the Gateway portal and publishes these data through Gateway Report Builder, which can be accessed at https://gateway.ifionline.org/report_builder. School employers are responsible for submitting accurate data. IEERB does not verify the data.

IEERB Search is an advanced search engine and document retrieval system that contains collective bargaining agreements, IEERB representation and unit determinations, unfair labor practice decisions, fact-finding cases, compliance reports, and relevant opinions from the Attorney General. IEERB Search is available at http://www.in.gov/ieerb/2406.htm.

Parties before IEERB are required by statute to provide information necessary as requested by IEERB.
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 I.A.C. 2-2-1.

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 I.A.C. 2-5-1.

Compensation Plan – The local plan under which salary increases or increments will be determined 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 general fund revenue for a budget year. 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. In determining deficit financing during fact-finding, the fact-finder and the Board will compare the cost of the proposal and non-proposal costs (non-bargaining unit member costs plus non-bargained bargaining unit member costs) from the general fund with general fund revenue. 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

**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 career pathways and mentorship plan established under Indiana Code Chapter 20-20-42.2. 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.

**Fact-Finder** – The individual appointed by IEERB to conduct the fact-finding process.

**Fact-Finding** – 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 fact-finder, appointed by IEERB, conducts an investigation, which may include a public hearing, into the parties’ Last, Best Offers. The fact-finder must then select one party’s LBO as the binding contract terms. The fact-finder’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 fact-finder 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 fact-finding. Fact-finding may not last longer than 30 days. See Indiana Code § 20-29-6-15.1; Indiana Code Chapter 20-29-8; 560 I.A.C. 2-4.

**Financial Consultant** – The individual appointed by IEERB to assist the fact-finder or the Board in the financial aspects of the fact-finding or appeal process.

**Formal Bargaining** – The 60-day time frame (September 15 – November 14) 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 14, 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 I.A.C. 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 fact-finder will conduct an investigation, which may include a public hearing, into the parties’ LBO. The fact-finder 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 October 1 and will be sent to parties upon declaration of impasse. See Indiana Code Chapters 20-29-6, 20-29-8; 560 I.A.C. 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 I.A.C. 2-4-3; 560 I.A.C. 2-4-3.1.

**Mediator** – An impartial third party who helps school employers and their exclusive representatives settle disputes.

**Memorandum of Understanding (MOU)** – Any agreement ratified by the school employer and the exclusive representative, subsequent to a ratified collective bargaining agreement, that changes or modifies the collective bargaining agreement.

**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.

**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.

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.

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 (e.g., June 30, 2019). See Indiana Code § 20-29-6-4.7(b).