Indiana Public School Collective Bargaining

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IEERB

- Neutral agency overseeing relationship between schools and teacher unions
- What does IEERB do?
  - Promotes harmonious and cooperative relationships between public school teachers and the school corporations they serve
  - Gathers and provides CBAs and bargaining data
  - Determines exclusive representatives, holds elections, determines bargaining units
  - Decides unfair practice cases
  - Conducts impasse procedures (declares impasse, mediation, factfinding, appeals)
  - Provides information and training to the parties

Collective Bargaining

- Bargaining Timeline
- What is Bargainable?
- Teacher Evaluation & Compensation
- Deficit Financing
- Impasse Procedures
- Bargaining Best Practices

Bargaining Timeline

	2014 BARGAINING/IMPASSE TIMELINE ***These dates will not be altered for individual school calendars.***
Pre 8/1	Informal negotiations may be held
8/1	DOE Estimate of General Fund Revenue
8/1	**FORMAL COLLECTIVE BARGAINING PERIOD BEGINS**
~9/14	Fall ADM count
10/1	**IMPASSE PERIOD BEGINS**
10/3	**Bargaining Status Forms Due**
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Bargain Collectively

- "Bargain collectively" means the performance of the mutual obligation of the school employer and the exclusive representative to:
  (1) meet at reasonable times to negotiate in good faith concerning the items enumerated in IC 20-29-6-4; and
  (2) execute a written contract incorporating any agreement relating to the matters described in subdivision (1).

  Ind. Code 20-29-2-2

- The obligation to bargain collectively does not include the final approval of a contract concerning any items. Agreements reached through collective bargaining are binding as a contract only if ratified by the governing body of the school corporation and the exclusive representative. 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.

  Ind. Code 20-29-6-6

Mandatory Subjects of Bargaining

- (a) A school employer shall bargain collectively with the exclusive representative on the following:
  (1) Salary.
  (2) Wages.
  (3) 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 IC 20-28-9-11.
  (b) Salary and wages include the amounts of pay increases available to employees under the salary scale adopted under IC 20-28-9-1.5, but do not include the teacher evaluation procedures and criteria, or any components of the teacher evaluation plan, rubric, or tool.

  Ind. Code 20-29-6-4

- A grievance procedure is also permissible. Ind. Code 20-29-6-5

Prohibited Subjects of Bargaining

- (a) For a contract entered into after June 30, 2011, a school employer may not bargain collectively with the exclusive representative on the following:

  (1) The school calendar.

  (2) Teacher dismissal procedures and criteria.

  (3) Restructuring options available to a school employer under federal or state statutes, regulations, or rules because of the failure of the school corporation or a school to meet federal or state accountability standards.

  (4) The ability of a school employer to contract, partner, or operate jointly with an educational entity that provides postsecondary credits to students of the school employer or dual credits from the school employer and the educational entity.

  (5) Any subject not expressly listed in section 4 of this chapter.

  (b) A subject set forth in subsection (a) that may not be bargained collectively may not be included in an agreement entered into under this article.

Ind. Code 20-29-6-4.5

Further Restrictions

- (a) A school employer may not bargain collectively with the exclusive representative on teacher evaluation procedures and criteria after this section has been enacted into law.

- (b) A contract entered into between a school employer and an exclusive representative after this section has been enacted into law may not extend past the end of a state budget biennium.

Ind. Code 20-29-6-4.7

Mandatory Subjects of Discussion

- "Discuss" means the performance of the mutual obligation of the school corporation through its superintendent and the exclusive representative to meet at reasonable times to:
  (1) discuss;
  (2) provide meaningful input; or
  (3) exchange points of view;
  with respect to items enumerated in IC 20-29-6-7.
- A school employer shall discuss with the exclusive representative of certificated employees 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
- A failure to reach an agreement on a matter of discussion does not allow the use of any part of the impasse procedure under IC 20-29-8.

Compensation

&

Teacher Evaluation

Teacher Evaluations

- (a) Each school corporation shall develop a plan for annual performance evaluations for each certificated employee (as defined in IC 20-29-2-4). A school corporation shall implement the plan beginning with the 2012-2013 school year.
  (b) Instead of developing its own staff performance evaluation plan under subsection (a), a school corporation may adopt a staff performance evaluation plan that meets the requirements set forth in this chapter or any of the following models:
    (1) A plan using master teachers or contracting with an outside vendor to provide master teachers.
    (2) The System for Teacher and Student Advancement (TAP).
    (3) The Peer Assistance and Review Teacher Evaluation System (PAR).
  (c) A plan must include the following components:
    (1) Performance evaluations for all certificated employees, conducted at least annually.
    (2) Objective measures of student achievement and growth to significantly inform the evaluation. The objective measures must include:
      (A) student assessment results from statewide assessments for certificated employees whose responsibilities include instruction in subjects measured in statewide assessments;
      (B) methods for assessing student growth for certificated employees who do not teach in areas measured by statewide assessments; and
      (C) student assessment results from locally developed assessments and other test measures for certificated employees whose responsibilities may or may not include instruction in subjects and areas measured by statewide assessments.
    (3) Rigorous measures of effectiveness, including observations and other performance indicators.
    (4) An annual designation of each certificated employee in one (1) of the following rating categories:
      (A) Highly effective.
      (B) Effective.
      (C) Improvement necessary.
      (D) Ineffective.
    (5) An explanation of the evaluator's recommendations for improvement, and the time in which improvement is expected.
    (6) A provision that a teacher who negatively affects student achievement and growth cannot receive a rating of highly effective or effective.
  (d) The evaluator shall discuss the evaluation with the certificated employee.

Ind. Code 20-28-11.5

Compensation Models

- (b) Increases or increments in a local salary scale must be based upon a combination of the following factors:
  (1) A combination of the following factors taken together may account for not more than thirty-three percent (33%) of the calculation used to determine a teacher's increase or increment:
    (A) The number of years of a teacher's experience.
    (B) The attainment of either:
      (i) additional content area degrees beyond the requirements for employment; or
      (ii) additional content area degrees and credit hours beyond the requirements for employment, if required under an agreement bargained under IC 20-29.
  (2) The results of an evaluation conducted under IC 20-28-11.5.
  (3) The assignment of instructional leadership roles, including the responsibility for conducting evaluations under IC 20-28-11.5.
  (4) The academic needs of students in the school corporation.
- (c) A teacher rated ineffective or improvement necessary under IC 20-28-11.5 may not receive any raise or increment for the following year if the teacher's employment contract is continued. The amount that would otherwise have been allocated for the salary increase of teachers rated ineffective or improvement necessary shall be allocated for compensation of all teachers rated effective and highly effective based on the criteria in subsection (b).

* Compensation attributable to additional degrees or graduate credits earned before the effective date of the local salary schedule created under this chapter shall continue. Compensation attributable to additional degrees for which a teacher has started course work before July 1, 2011, and completed course work before September 2, 2014, shall also continue.

Ind. Code 20-28-9-1.5

School Evaluation

Each school corporation shall develop a plan for annual performance evaluation as set forth in IC 20-28-11.5-4

DISCUSSED

Evaluation Results

1. Highly Effective
2. Effective

3. Needs improvement
4. Ineffective

Compensation Model

1) Education & Experience (33%)
2) Evaluation
3) Academic Needs
4) Instructional Leadership

BARGAINED

Increases

Base

Stipend

Combination

Impasse Procedures

Mediation

- If, at any time after at least sixty (60) days following the beginning of formal bargaining collectively between the parties, an impasse is declared, the board shall appoint a mediator from the board's staff or an ad hoc panel.

  (b) The mediator shall begin mediation within fifteen (15) days after the board receives notice of impasse.

  (c) The mediation must consist of not more than three (3) mediation sessions and must result in one (1) of the following:

  (1) An agreement between the parties on the items permitted to be bargained under section 4 of this chapter.

  (2) Each party's last best offer, including fiscal rationale, related to items permitted to be bargained under section 4 of this chapter

Ind. Code 20-29-6-13

Last Best Offers (LBOs)

- LBO's must include a fiscal rationale related to items to be bargained under Indiana Code section 20-29-6-4 (salary, wages, and salary and wage related fringe benefits paid from the general fund for bargaining unit members during the proposed contract term)
- A signed verification stating that all information is correct and that the LBO does not place the employer in a position of deficit financing
- All information and documents required by IEERB

See Ind. Code 20-29-6-13(c)(2); 20-29-8-7(f); 560 IAC 2-4-3.1

Deficit Financing

Deficit Financing

- Deficit financing for a budget year means actual expenditures exceeding the employer's current year actual general fund revenue. IC 20-29-2-6
- It is unlawful for a school employer to enter into any agreement that would place the employer in a position of deficit financing due to a reduction in the employer's actual general fund revenue or an increase in the employer's expenditures when the expenditures exceed the employer's current year actual general fund revenue. IC 20-29-6-3(a)
- 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. IC 20-29-6-3(b)

Factfinding

(a) If an agreement has not been reached on the items permitted to be bargained collectively under section 4 of this chapter, within fifteen (15) days after mediation under section 13 of this chapter has ended, the board shall initiate factfinding.

(b) Factfinding must culminate in the factfinder imposing contract terms on the parties. The factfinder must select one (1) party's last best offer as the contract terms. The factfinder's order must be restricted to only those items permitted to be bargained and included in the collective bargaining agreement under section 4 of this chapter and must not put the employer in a position of deficit financing (as defined in IC 20-29-2-6). The factfinder's order may not impose terms beyond those proposed by the parties in their last, best offers.

(c) Costs for the factfinder shall be borne equally by the parties.

(d) Factfinding may not last longer than fifteen (15) days.

Ind. Code 20-29-6-15.1

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Bargaining Best Practices

Bargaining Best Practices

- Know the school's budgets and revenue
- Be prepared to support your requests/demands
- Share information
- Know the law/rules
- Keep IEERB informed of bargaining status
- Be aware of timelines (especially as it pertains to ratification)

Financial Information

- Deficit financing
  - General fund revenue
    - DOE/DLGF certifications
    - Miscellaneous Revenue
  - Fiscal year
- Financial Factor
  - If using revenue estimates other than DOE/DLGF certifications, must list on Bargaining Status Form
- DOE August Estimate
- Teacher Performance Grant

Gateway

Area Type	Suburban
When does your 2013-2014 bargaining agreement begin?	08/10/2013
When does your 2013-2014 bargaining agreement end?	06/30/2015
For 2012-2013 did you accept transfer students who do not have legal settlement within your school corporation?	No
For 2013-2014 do you accept transfer students who do not have legal settlement within your school corporation?	No
Positions	
Number of certificated positions in the bargaining unit 2012-2013	1,085
Total number of certificated positions 2012-2013 (exclude administrative positions)	1,125
Salaries for all in bargaining unit	
Total of salary costs for all teachers 2012-2013	$60,924,947
Minimum annual teacher salary "Full Time" 2012-2013	$36,216
Average annual teacher salary "Full Time" 2012-2013	$54,156
Maximum annual teacher salary "Full Time" 2012-2013	$71,853
Total cost of all teacher salary increases this year 2012-2013	$1,715,335
Salary Stipend (or Bonuses) *Excluding Extracurricular	
Total stipends paid to all teachers 2012-2013	$0.00
Total number of teachers receiving a stipend 2012-2013	0
Extracurricular	
Total dollars budgeted for all positions 2012-2013	$1,736,729
Long Term Disability	

https://gateway.ifionline.org/

Gateway

Health Care	
Do you provide health insurance plans for your employees?	Yes
For 2012-2013 were you self insured, fully insured or participate in a trust/consortium?	Self Insured
Dental Care	
Do you provide dental insurance plans for your employees?	Yes
For 2012-2013 were you self insured, fully insured or participate in a trust/consortium?	Self Insured
Vision Care	
Do you provide vision insurance plans for your employees?	Yes
For 2012-2013 were you self insured, fully insured or participate in a trust/consortium?	Self Insured

Health Plan: Anthem

Selection Type	Number of Enrollees	Corporation Paid	Employee Paid
Single	352	$7,986.65	$121.68
Member/Spouse or +1	0	$0.00	$0.00
Member/Children	0	$0.00	$0.00
Family	519	$15,594.61	$3,898.56
HSA Plan	0	$0.00	$0.00

Health Plan: Anthem (2 teachers married)

Selection Type	Number of Enrollees	Corporation Paid	Employee Paid
Single	0	$0.00	$0.00
Member/Spouse or +1	0	$0.00	$0.00

Gateway

Life Insurance	
Total dollars paid by the corporation for all teachers' life insurance policies 2012-2013	$29,225
Amount of coverage provided to each teacher 2012-2013	$45,000
Individual teacher cost for life insurance coverage 2012-2013	$1
Paid Time Off	
Number of annual paid sick days a teacher can accrue in a school year 2012-2013	10
Maximum number of paid sick days a teacher can accumulate at any given time 2012-2013	185
Number of annual paid non-sick days a teacher can accrue in a school year 2012-2013	3
Maximum number of non-sick days a teacher can accumulate at any given time 2012-2013	3
Sick Bank	
Do you have a sick "bank" 2012-2013	Yes
If yes, how many total days were/are allowed to be used in a school year 2012-2013?	60
Salary/Compensation Model Increase	
Did your corporation have an increase in 2012-2013 (salary, stipend or bonus)?	Yes
Salary (Total should equal 100% or 0% if none was paid)	
Education and Experience 2012-2013	25.0
Evaluation 2012-2013	0.0
Academic Needs of Students 2012-2013	0.0
Instructional Leadership 2012-2013	75.0
Stipend (Total should equal 100% or 0% if none was paid)	

What Helps to Close the Deal

- Trust Relationships
- Preparation
- Understanding Law
- Handling the compressed bargaining timeline

What Creates Problems

- Poor Budget Management
- Ignoring Compressed Bargaining Timelines
- ADM
- Health Insurance Renewal Dates
- Training Bargaining Teams
- Compensation Model

PREPARE FOR POSSIBLE IMPASSE AT THE TIME <u>YOU PLAN YOUR BUDGET</u>

- IEERB Financial Checklist: essential
- Different funds at various stages of bargaining
- Districts and Associations need to be honest in analyzing funds available for total budget; not just employee sections
- Know the law on salary compensation
- Information needs to be shared.

DOS & DON'TS of Collective Bargaining

DO

- **Make a good faith effort to know and conform to the letter & spirit of the law**
- Keep all supporting documenting while preparing the budget
- Attend training sessions; read law and guidance
- Have local counsel review TA prior to ratification
- Follow IEERB rules and guidelines
- Communicate with IEERB on bargaining status
- Communicate with school board members

DON'T

- Wait to familiarize yourself with the law, rules, and your fiscal situation
- Rely on prior practices to extent overruled by law
- Dismiss as unimportant requirements, deadlines, or preparation of fiscal documents
- Settle a contract without checking for compliance (w/attorney) or miss easy-to-fix compliance issues
- Attend mediations or factfindings without being prepared
- Ignore information requests

Thank You

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