

2024 CBA Compliance

Traci Hackleman, Esq.
IEERB Director of Compliance

Session Roadmap

- Compliance Review Process
- 2024 Compliance Results
- CBA Content
- Model Compensation Plans and Other Compliance Resources
- Avoiding Common Noncompliance Issues
- General Compliance Tips
- Compliance Quiz

CBA Compliance Review

- IEERB's statutory authority to review CBA comes from I.C. § 20-29-6-6.1
- After CBA is ratified, the school employer must submit it to IEERB
 - Submission via Gateway for school employer
 - Exclusive Representative may also submit by emailing to ratifiedcontracts@ieerb.in.gov
 - The ratified CBA must also be posted on the school's website within 14 business days
- IEERB appoints a Compliance Officer to review each submitted CBA
- Compliance Officer makes a written Compliance Report & Recommendation (CRR)
 - Must be completed before May 31st of the year in which the CBA expires
- Parties have a 15-day window for appeal of the CRR

Compliance Review Process: CRR Penalties

Noncompliant CBAs result in one of the following penalties:

- cease & desist penalty
- compliance assessment conference (CAC) penalty
- prior approval (PA) penalty

What is the statutory basis for these penalties?

- Indiana Code § 20-29-6-6.1(f). Review of collective bargaining agreement:

“If, following the review of a collective bargaining agreement, the board finds the collective bargaining agreement does not comply with this chapter, the board shall issue an order that may include one (1) or more of the following items:

- (1) Ordering the parties to **cease and desist** from all identified areas of noncompliance.
- (2) Preventing the parties from ratifying any subsequent collective bargaining agreements until the parties receive **written approval** from the board or the board's agent.
- (3) Requiring **other action as deemed appropriate** by the board as authorized by state law” (emphasis added).

2023 Compliance Results

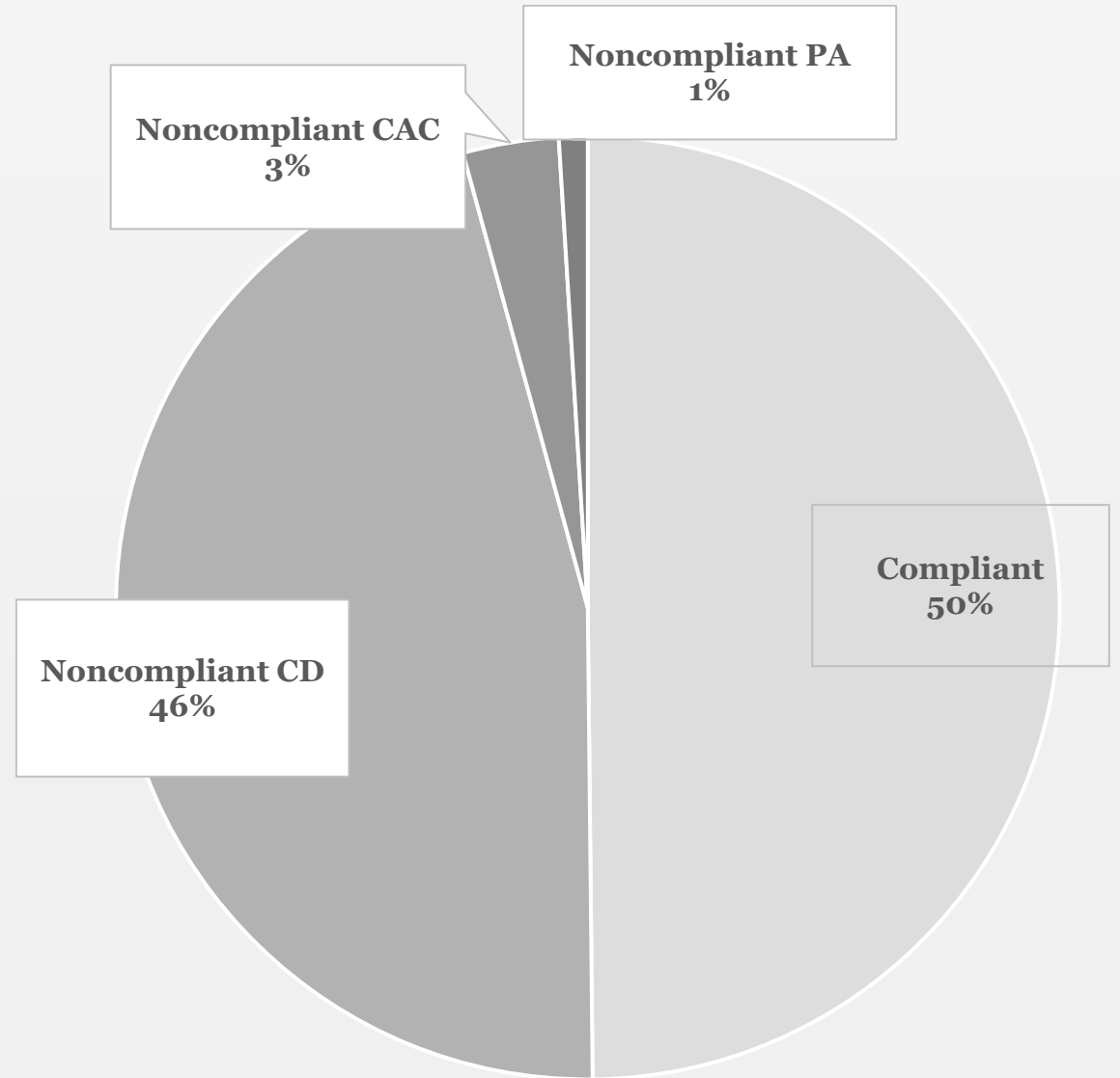
152 Compliant

140 Not Compliant – Cease and Desist

10 Not Compliant – Compliance
Assessment Conference

3 Not Compliant – Prior Approval

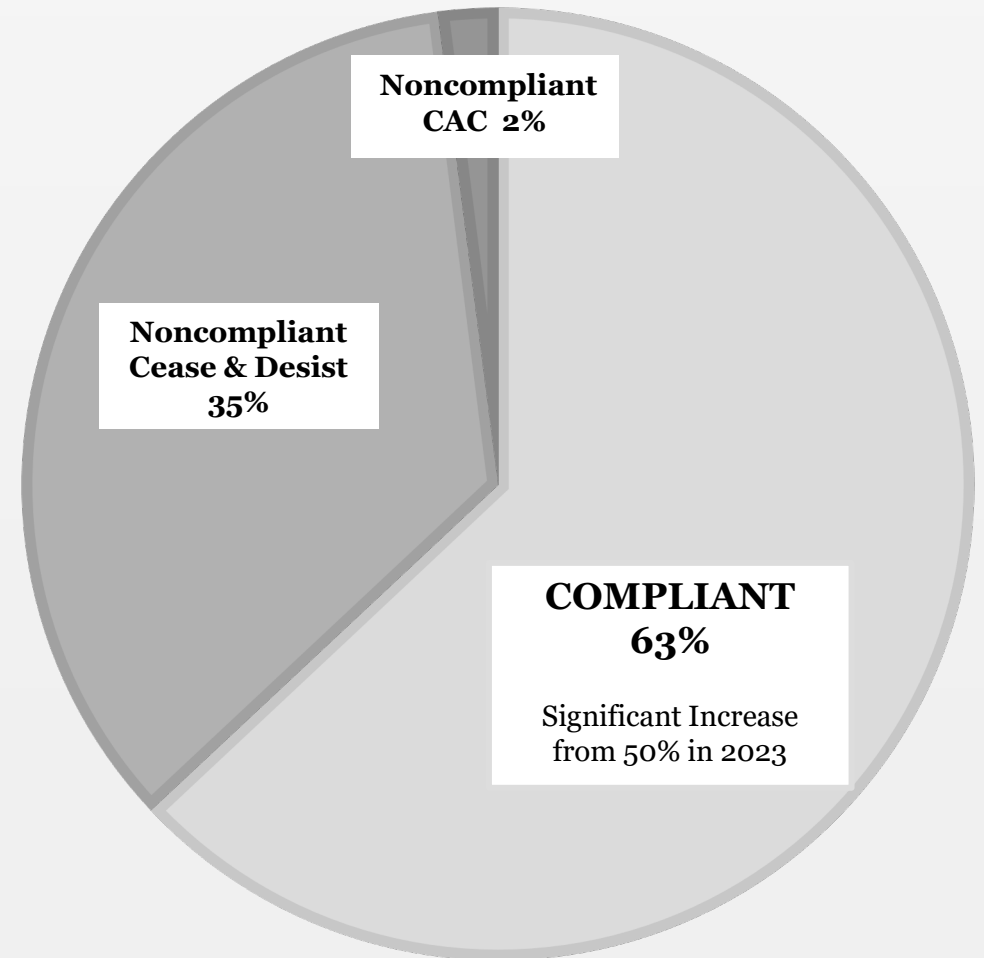
No Appeals



Based on 305 CRRs Issued May 26, 2023

2024 Compliance Results

- 109 Compliant
- 60 Not Compliant – Cease and Desist
- 4 Not Compliant – Compliance Assessment
Conference (CAC)
- 0 Not Compliant – Prior Approval
- 2 Appeals filed – both subsequently withdrawn



Based on 173 CRRs Issued May 29, 2024

2024 Compliance Results: Voluntary Technical Assistance

- Prior to the end of the 2023 formal bargaining period (November 15), IEERB staff provided technical assistance to bargaining parties representing 60 school corporations.
- This technical assistance was sought voluntarily by the parties.
- Technical assistance ranged from answering one question to reviewing the prior year's CRR to reviewing tentative / draft compensation plan provisions.
- Most of the parties who sought technical assistance indicated that doing so was beneficial.

Practice Pointer 

IEERB strongly encourages parties to seek technical assistance regarding any compliance concerns or questions prior to submission of their next CBA.

Compliance@ieerb.in.gov

2024 Compliance Results: Technical Assistance Recommendation

- NEW in 2024
- Based on the successful utilization of voluntary technical assistance prior to and during the 2023-24 formal bargaining, IEERB included as a general comment in some CRRs a **recommendation** that the parties seek technical assistance prior to the 2024-25 formal bargaining period.
 - This recommendation is NOT a penalty; and
 - As such, there is no requirement that these parties seek technical assistance.



Practice Pointer

IEERB strongly encourages parties to seek technical assistance regarding any compliance concerns or questions prior to submission of their next CBA.

Compliance@ieerb.in.gov

2024 Compliance Results

Top 10 Issues of Noncompliance:

1. 50% Cap on Education and/or Experience
2. Amount or Method of Calculating Increase
3. Increase Not Attributed to a Factor / Combination of 2+ Factors
4. Bargaining Unit Description / Recognition Clause
5. 72-Hour Requirement
6. Redistribution Plan
7. Non-Bargainable Subjects
8. Increase not Described in Compensation Plan
9. Public Hearing & Meeting Attestations/Gateway Reporting
10. Overbroad “Information Only” Statement / Must Bargain

CBA Content

Required
Basic Items
and Terms

Mandatory
Subjects of
Bargaining



Optional
Provisions

Provisions
That Are
NOT
Bargainable
and CANNOT
Be Included

CBA Content: Required Terms and Provisions

- There are 5 basic items or terms that **must** be included in a CBA:
 - The names of the school employer and the exclusive representative
 - The recognition clause in the CBA matches the IEERB order in effect at the time of ratification
 - The beginning and ending dates of the CBA
(end date no later than June 30, 2025)
 - The date the CBA was ratified (cannot be prior to September 15)
 - Attestation* as to dates of public hearing and public meetings, and **whether or not electronic participation by the governing body and the public was allowed**

**Additional compliance information in later section*

CBA Content: Mandatory Subjects of Bargaining

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

Indiana Code § 20-29-6-4.

- Salary and salary increases, i.e., **the compensation plan**, is the heart of the CBA.
- Compensation plan components:
 - Salary Range (amount before any increase or ISTRF contributions)
 - Minimum Salary Requirement: Effective July 1, 2022, the CBA must demonstrate that the salary of all full-time teachers is no less than \$40,000
 - Eligibility Criteria
 - Salary Increase Factors (must use at least 2)
 - Increase Distribution (50% Cap on Increases Based on Education and/or Experience)
 - Redistribution Plan

CBA Content: Eligibility Statement

Statutory Minimum: No salary increase for teachers rated ineffective or improvement needed

Statutory Exception

Parties may bargain an ELIGIBILITY exception for teachers in first 2 years

TIP: If your CBA uses the statutory citation to refer to the eligibility exemption for new teachers, note that the exemption was moved to Indiana Code § 20-28-9-1.5(g) in 2023.

- Eligibility criteria must apply to all teachers
- Parties have flexibility to bargain additional eligibility criteria
 - This is a useful tool when targeted increases are necessary
- Eligibility criteria must apply to comp plan as a whole, rather than individual factors
- Eligibility criteria ≠ Factor Requirements
 - BUT overlap is okay

CBA Content: Increase for Literacy Endorsement

- Indiana Code 20-28-9-1.5(e) requires schools to “differentiate the amount of salary increase for teachers who possess a required literacy endorsement under IC 20-28-5-19.7.”
- We have added the following 3 new FAQs to the Compliance Plan FAQs document to address when and how to implement this statutory requirement:

CBA Content: Increase for Literacy Endorsement

When can we include increases for teachers who possess the literacy endorsement?

- The Indiana Department of Education announced that literacy endorsements will be added to teaching licenses in the fall of 2024 for those who satisfy the requirements.
- Parties bargaining a new one-year CBA for 2024-25 or reopening a two-year CBA for 2023-25 *may* consider possession of a literacy endorsement when choosing how to award base salary increases.

CBA Content: Increase for Literacy Endorsement

How do we include increases for teachers who possess the literacy endorsement in the compensation plan?

- A salary increase based on possession of a literacy endorsement must be attributed to one of the 5 statutory factors.
- Because there is no statutory definition for the assignment of instructional leadership roles or academic needs factors, IEERB recommends defining either factor as possession of a teaching license with a literacy endorsement.
- IEERB developed a new Model Compensation Plan #7 that features a literacy endorsement increase.

CBA Content: Increase for Literacy Endorsement

When will IEERB review compensation plans for compliance with the requisite salary differentiation for possession of a literacy endorsement?

- While IC 20-28-9-1.5(e) requires salary increase differentiation for possession of a literacy endorsement, nearly half of all bargaining parties negotiated a two-year CBA in the fall of 2023 before details of the literacy endorsement were established.
- Beginning with the 2025-26 school year, when all parties will bargain a new CBA, IEERB will review compensation plans for compliance with the requirement to differentiate salary increases for teachers who possess the literacy endorsement.

CBA Content: Nonbargainable Subjects (NBS)

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

CBA Content: Nonbargainable Subjects

Supplemental Payments

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

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

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

NBS: Ancillary Duties

In 2021, the Indiana Supreme Court affirmed that parties may not bargain what constitutes an ancillary duty or any limitations on the assignment of such a duty.

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

NBS: Ancillary Duties

What May and May NOT be Bargained

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



Parties may bargain only the compensation for an ancillary duty.

- The compensation for an ancillary duty may be monetary or in the form of additional release or compensatory time.
- An ancillary duty may occur during or outside of the regular teacher workday.

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




Parties cannot bargain what constitutes an ancillary duty or any parameters, restrictions, or limitations on the school's assignment of an ancillary duty.


- The school alone determines what constitutes an ancillary duty and how such duties will be assigned.
- Can't bargain: Volunteers, FCFS, Right of First Refusal, Number of Students, etc.


Ancillary Duties: Compliant Provisions

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

 Teachers will receive \$25 per hour when assigned the ancillary duty of covering a class period for another teacher.


 A teacher will be granted 1.5 hours of release/comp time for each hour that the teacher covers a class period for another teacher.

 Teachers will receive \$75 when assigned a detention session for 10 or fewer students and \$100 when assigned a detention session for 11 or more students. (*Different payment amounts for different size groups is a condition on the wage, rather than a condition on the assignment, and this is compliant.*)

 The School Corporation has determined that supervision of after school detention is a compensable ancillary duty. The parties agree that teachers assigned this duty will be compensated \$75 for each detention session.

Ancillary Duties: Noncompliant Examples

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

 The parties have agreed that covering a class period for another teacher is an ancillary duty and that the school will not assign a teacher to cover except in an emergency situation. No teacher will be assigned to cover a class period of another teacher more than one time per semester.

- *Parties cannot bargain what constitutes an ancillary duty. Schools alone can define what ancillary duties may be required of teachers. “[E]xcept in an emergency situation” and “No...more than one time per semester” are impermissibly bargained conditions that interfere with the school’s ability to assign the duty.*

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

- *“10 students or less” is an impermissibly bargained condition that interferes with the school’s **ability to assign** a teacher to supervise detention – specifically, it limits assignment by group size.*
 - NOTE: By removing the “flat rate” reference and adding an additional pay rate for 11 or more students, a similar provision is compliant, because what has been bargained there is a condition on the wage vs. a condition on the actual assignment – see previous slide.

Ancillary Duties: Noncompliant Examples

- 👎 Upon mutual agreement, a teacher may be requested to supervise a class's instructional time during his/her preparation period.
 - *This provision is noncompliant because the parties bargained to require “mutual agreement” of the teacher before the school could assign the teacher to serve as a substitute. The parties cannot bargain any limitations or restrictions on the school’s ability to assign the duty.*
- 👎 If a teacher is asked to, and accepts, responsibility for completing [ancillary duty], the teacher will receive \$100,
 - *This provision is noncompliant because it requires the teacher to accept the duty. The parties cannot bargain any limitations or restrictions on the school’s ability to assign the duty.*

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

2024 CBA Compliance Guidance / Resources

- 2024 CBA Compliance Rubric

- A “how-to” reference guide for CBA Compliance
- Organized by topic, this document provides explanations, tips, and examples
 - Updates and changes to the Rubric are noted in RED

- 2024 CBA Compliance Checklist

- One page tool to note the page of various CBA components and check off completion
- Useful during drafting and for final review of CBA

Recommended CBA Format

The Recommended CBA Format has been updated for 2024 and may be used to assist parties in developing a compliant CBA that includes required terms and provisions, as well as mandatory subjects of bargaining.

2024 Recommended CBA Format

Article I – Introduction

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

Article II – Salary / Wages

- A. Salary Range (before increases)
- B. Base Salary Increases (Compensation Plan)
 - 1. Eligibility Statement (or Statement of No Increase or Increment, if applicable)
 - 2. Factors and Definitions
 - 3. Distribution
 - 4. Redistribution Plan
 - 5. Other Permissible Salary Items (optional)
- C. Stipends
- D. New Hire Salaries
- E. Wages
 - 1. Ancillary Duty Pay (optional)
 - 2. Extracurricular or Co-Curricular Activity Pay Schedule

Article III – Wage / Salary-Related Fringe Benefits

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

Article IV – Grievance Procedure (optional)

Article V – CBA Ratification

- A. Contract Term
- B. Public Hearing and Meeting Attestations
 - 1. Public Hearing Date and Electronic Participation Statement
 - 2. Tentative Agreement Meeting Date and Electronic Participation Statement
- C. Dated¹ Party Signatures

¹ Ratification date must be at least 72 hours after TA meeting.

Model Compensation Plans

- Total of 15 Model Compensation Plans (2 new for 2024)
- Table of contents identifies plans by function
- 2024 CBA Compliance Rubric includes references to MCPs by number to illustrate specific compliance concepts

NEW! Model Compensation Plan #5A Teacher Retention Catch-Up

2024 MODEL COMPENSATION PLAN #5A Implement a Teacher Retention Catch-Up by Increasing Current Teacher Salary Up to the Starting Salary of Newly Hired Teachers with the Same Qualifications Using Salary Schedule

A. Salary Range

\$45,000 to \$75,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility

To be eligible for a salary increase, a teacher must not have received a rating of ineffective or improvement necessary in the prior school year. A teacher who received a rating of ineffective or improvement necessary remains at their prior year salary.

2. Factors and Definitions

- Evaluation Rating – The teacher received a highly effective or effective evaluation rating for the prior year.
- Academic Needs – The need to retain teachers with one or more years' experience by adjusting the salary of current teacher up to the amount identified on the New Hire Salary Schedule (Appendix A) for a new teacher with equivalent experience and education.

3. Distribution – amounts to be added to a teacher's base salary (applied in the following order)

- Evaluation Rating = \$1,000
- Academic Needs – **The salary increase for academic needs is a teacher retention catch-up.**¹ If, after receiving the \$1,000 increase for evaluation rating, a current teacher's salary is less than the amount a new teacher with comparable experience and education would receive based on the New Teacher Salary Schedule, an additional increase in the amount of the difference will be provided.

Experience and education account for 0% of the total possible increase.²

4. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

C. New Hire Salary

Newly hired teachers will be placed onto the New Hire Salary Schedule (included as Appendix A) in the row that matches the years of documented teaching experience (up to 10) and in the column (Bachelor's or Master's) that matches the level of educational attainment. Placement in the Master's column is based on possession of a content area³ master's degree.

¹ The specific salary increase that is used to implement the teacher retention catch-up must be clearly identified.

² Because the academic needs increase is used to implement a teacher retention catch-up, it is exempt from the 50% limitation despite including both experience and education components.

³ Content area as defined by IDOE.

2024 Model Compensation Plan #5A
Appendix A: 2024-25 New Hire Salary Schedule

Years of Experience	Bachelor's Degree	Master's Degree
0	\$45,000	\$47,000
1	\$46,500	\$48,500
2	\$48,000	\$50,000
3	\$49,500	\$51,500
4	\$51,000	\$53,000
5	\$52,500	\$54,500
6	\$54,000	\$56,000
7	\$55,500	\$57,500
8	\$57,000	\$59,000
9	\$58,500	\$60,500
10+	\$60,000	\$62,000

Many parties seeking technical assistance have asked how to implement a teacher retention catch-up increase for current teachers in direct comparison to the placement of newly hired teachers with the same qualifications on a New Hire Schedule.

In response to these conversations, IEERB developed this example.

NEW! Model Compensation Plan #7

Increase for Possession of Literacy Endorsement

2024 MODEL COMPENSATION PLAN #7 Instructional Leadership Defined As Possession of a Literacy Endorsement

A. Salary Range

\$45,000 to \$75,000, not including current year increases or TRF contributions.

B. Base Salary Increases

1. General Eligibility

To be eligible for a salary increase, a teacher:

- a. Must not have been rated ineffective or improvement necessary in the prior year, AND
- b. Must have been employed at least 120 days in the prior year.

A teacher who does not satisfy these eligibility criteria remains at their prior year salary.

2. Factors and definitions

- a. Evaluation rating: highly effective or effective evaluation rating for the prior year.
- b. Year of experience: employed in the corporation for at least 120 days in the prior school year.
- c. Instructional Leadership: possession of a teaching license with a literacy endorsement.

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

- a. Evaluation rating of highly effective or effective = \$1,000
- b. Year of experience = \$500
- c. Instructional Leadership = \$100

The experience factor accounts for 31.25% of the maximum available salary increase
(\$500/\$1,600)

4. Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend that will be paid at the end of the school year.

Additional Compliance Guidance

IEERB Compliance Webpage

- 2024 MOU Quick Reference Guide
- 2024 Compensation Plan FAQs
- 2024 Guide to CBA Compliance
- 2024 Guide to Compensating Teachers for Graduate Degrees and Credit Hours
- How to Ensure Compliance When Moving to A New Salary Schedule
- IEERB Gateway Apps

Avoiding Common Noncompliance Issues

2024 Most Frequent Area of Noncompliance

50% Cap on Education & Experience

Increases Subject to Cap

- Years of experience factor
- Content area degrees and **hours** factor (“education”)
- Other factors, *if defined, distributed, or differentiated according to teachers’ education and/or experience*

Increases NOT Subject to Cap

- Increases to reduce-the-gap*
- Teacher retention catch-up increases*
- Evaluation, Academic Needs, and Instructional Leadership factors without ed/exp component
- *subject to statutory restrictions*



Calculation based on percentage of TOTAL possible increase

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

- A salary increase differential may be used to “**reduce the gap**” between the minimum teacher salary and the average of the minimum and maximum teacher salary (i.e., the median). Indiana Code § 20-28-9-1.5(d)(1)
- A specific salary increase to reduce the gap **is exempt from the 50% requirement**. The 50% cap does not apply to the specific salary increase that is intended to reduce the gap as long as the gap is actually reduced.

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



TIP

- Parties must clearly identify the specific salary increase they are using to reduce the gap as such - e.g., “The salary increase for experience is to reduce the gap.”
 - The specific salary increase must actually reduce the gap between the minimum and average salaries.
- If the specific increase is not identified, or the increase does not reduce the gap, the increase will be subject to the 50% restriction.

For an example of a salary increase differential designed to “reduce the gap,” see Model Compensation Plans 4 and 4A.

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

A salary increase differential may be used to “allow teachers currently employed by the school corporation to receive a salary adjusted in comparison to starting base salaries of new teachers.” Indiana Code § 20-28-9-1.5(d)(2)

How to use a teacher retention catch-up

- Use one of the five factors.
- Clearly identify the increase as a teacher retention catch-up.
- Describe the current teachers who will receive the increase.
 - May be a specific teacher or group of teachers, or subject to superintendent discretion.
 - May be described using experience level, content area, educational attainment, current salary, or any other objective metric or combination of metrics that would allow a teacher to determine if the catch-up applies to them.

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

- Identify the amount of the increase or the method of calculating the increase.
 - May be a specified amount or differentiated amounts.
 - May include superintendent discretion within bargained parameters (limited by discretionary parameters bargained for new hires).
- Describe how the increase amount represents a comparison to the starting salaries of new teachers.
 - NOTE: If parties bargain that new teachers receive a salary commensurate with current teachers with similar education and experience, the parties will not be able to use a teacher retention catch-up.

Salary Amount or Calculation

- Pursuant to Indiana Code § 20-28-9-1.5(b), bargained increases in a local salary range must be made through a compensation plan.
- Pursuant to Indiana Code § 20-29-6-4(b), “salary and wages include the **amounts** of pay increases available to employees under the compensation plan.”
- Per the 2024 Compliance Rubric, a compensation plan must clearly describe either the amount of the salary increase(s) or the method by which the increase(s) will be calculated.



Practice Pointer

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

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

Failure to Attribute Increase to a Factor

- Across-the-board increases / transition to new salary schedule (see next slide)
- Often an increase is described in the compensation plan, but not attributed to a factor
- **Attributing Increases to Something other than a Statutory Factor**
 - **Common Errors**
 - Increase attributed to PGP points
 - Increase attributed to teaching dual credit course
 - Increase attributed to possession of literacy endorsement
 - **Fix: Identify reasons as subfactors under Instructional Leadership or Academic Needs**
See Model Compensation Plan #2B or 7
- **Salary Increase Provisions for Teachers Returning from Leave**
 - **Error: Bargained provisions for teachers returning from leave are memorialized in “Leave” section of CBA, potentially resulting in multiple findings:**
 - Increase not attributed to factor; and
 - Increase outside of compensation plan, AND
 - Increase included in 50% cap

Statutory Factors

→ must use at least 2

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

Transition to New Salary Schedule NOT Described

- Example: Salary schedule includes \$1,000 across-the-board increase from last year, but the compensation plan only describes increase amounts from advancing rows and columns
- Result:
 - FNC for increase outside the compensation plan; and
 - FNC for increase not attributed to statutory factor
 - Amount of transition increase included in the 50% calculation due to lack of factor attribution, which may result in a third FNC
- Solution: “Teachers that satisfy the evaluation rating factor transition to the 2024-25 SS in the same row and column and receive a \$500 increase”
- Resource: [How to Ensure Compliance When Moving to A New Salary Schedule](#)

Bargaining Unit Description (Recognition Clause)

- Must match most recent IEERB Order in effect on date of CBA ratification
 - Close does not count – it should match word for word
 - Tip: Avoid defining “teacher” differently than the unit description
- Unit changes, once certified by IEERB in an Order, are only applicable to subsequently ratified agreements, and do not modify the unit in the existing CBA.
- Ratifying a CBA with an amended unit description before an Order Amending the Bargaining Unit has been issued will result in an FNC

72 Hour Requirement

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

Redistribution Plan (RDP)

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

NBS: Use of “Information Only” Statement

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

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

- Statutory carve out allowing grievance procedures

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

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

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

NBS: Terms for non-unit-members

Tips:

- Clarify ambiguities in unit description
 - Example: use “boys and girls varsity high school basketball coaches” instead of “basketball coaches” to exclude those specific positions from the BU
- Avoid adding wages for excluded ECA positions or lay staff to your ECA schedule
 - If you DO add them there, be sure to clearly indicate that the wage for that position was not bargained and was included for informational purposes only
- If BU limited to “full-time” don’t bargain for teachers employed part-time, less than a full day, less than a full load, or less than full-time

Public Hearing / Meeting Attestations

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

- The **dates** that the **public hearing** described in I.C. § 20-29-6-1(b) and the **public meeting** described in I.C. § 20-29-6-19 occurred, and
- whether **governing body members** or **members of the public** were allowed to **participate** in the public hearing and public meeting by means of **electronic communication**.

- Include the attestations on your signature page for ease in obtaining signatures.
- The dates of the public hearing and the public meeting, as well as the electronic participation information in the parties' attestations, must match the data entered for those same fields in Gateway. (35% of the CRRs issued in 2024 included a GC for inconsistent reporting.)

General Tips for CBA Compliance

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

General Tips for CBA Compliance

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



**Common
Error**

Noncompliant Definition

“Academic needs means the importance of retaining particular teachers identified by the parties during bargaining.”

- This definition does not provide the level of clarity needed for teachers to know what is required to earn the increase.
- This definition implies that the parties have reached agreement on, and intend to be bound by, salary terms “identified by the parties during bargaining” but not memorialized in the CBA.

CBA Compliance Quiz: Fill in the Blank

1. The dates of the public hearing and the public meeting to discuss the tentative agreement, as attested to by the parties in the CBA, must match the dates and electronic participation data reported by the School in _____.
 - Indiana Gateway
2. The date of the public meeting to discuss the tentative agreement as reflected in the parties' attestation must be at least _____ hours before the ratification date identified in the CBA to demonstrate compliance with the statutory requirement described in Indiana Code § 20-29-6-19(a).
 - 72

CBA Compliance Quiz

Identify the five salary increase factors:

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

CBA Compliance Quiz: True or False

1. Parties may bargain to include an increase for teachers who possess a literacy endorsement in the 2024-25 CBA.

True

2. An increase for teachers who possess a literacy endorsement must be attributed to one of the statutory salary increase factors.

True

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

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

Questions?

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