

279.13 Contracts with teachers automatic continuation initial background investigations.

1. *a.* Contracts with teachers, which for the purpose of this section means all licensed employees of a school district and nurses employed by the board, excluding superintendents, assistant superintendents, principals, and assistant principals, shall be in writing and shall state the number of contract days, the annual compensation to be paid, and any other matters as may be mutually agreed upon. The contract may include employment for a term not exceeding the ensuing school year, except as otherwise authorized.

b. (1) Prior to entering into an initial contract with a teacher who holds a license other than an initial license issued by the board of educational examiners under chapter 272, the school district shall either request the division of criminal investigation of the department of public safety to conduct a background investigation of the applicant or request a qualified background screening company accredited by the national association of professional background check screeners to conduct a background check on the applicant.

(2) If the school district submits a request to the division of criminal investigation pursuant to subparagraph (1), the school district shall require the teacher to submit a completed fingerprint packet, which shall be used to facilitate a national criminal history check. The school district shall submit the packet to the division of criminal investigation which shall conduct a thorough background investigation of the teacher. The superintendent of a school district or the superintendent's designee shall have access to and shall review the sex offender registry information under section 692A.13, the central registry for child abuse information established under section 235A.14, and the central registry for dependent adult abuse information established under section 235B.5 for information regarding applicants for employment as a teacher.

(3) If the school district submits a request to a qualified background screening company pursuant to subparagraph (1), the background check shall include a national criminal history check, a review of the sex offender registry information under section 692A.13, the central registry for child abuse information established under section 235A.14 as the superintendent's designee under section 235A.15, and the central registry for dependent adult abuse information established under section 235B.5 as the superintendent's designee under section 235B.6 for information regarding applicants for employment as a teacher.

(4) The school district may charge the teacher a fee for the background investigation, which shall not exceed the fee charged by the division of criminal investigation for conducting the background investigation.

c. The contract is invalid if the teacher is under contract with another board of directors to teach during the same time period until a release from the other contract is achieved. The contract shall be signed by the president of the board, or by the superintendent if the board has adopted a policy authorizing the superintendent to sign teaching contracts, when tendered, and after it is signed by the teacher, the contract shall be filed with the secretary of the board before the teacher enters into performance under the contract.

2. The contract shall remain in force and effect for the period stated in the contract and shall be automatically continued for equivalent periods except as modified or terminated by mutual agreement of the board of directors and the teacher or as terminated in accordance with the provisions specified in this chapter. A contract shall not be offered by the employing board to a teacher under its jurisdiction prior to March 15 of any year. A teacher who has not accepted a contract for the ensuing school year tendered by the employing board may resign effective at the end of the current school year by filing a written resignation with the secretary of the board. The resignation must be filed not later than the last day of the current school year or the date specified by the employing board for return of the contract, whichever date occurs first. However, a teacher shall not be required to return a contract to the board or to resign less than twenty-one days after the contract has been offered.

3. If the provisions of a contract executed or automatically renewed under this section conflict with a collective bargaining agreement negotiated under chapter 20 and effective when the contract is executed or renewed, the provisions of the collective bargaining agreement shall prevail.

4. For purposes of this section, sections 279.14, 279.15 through 279.17, 279.19, and 279.27, unless the context otherwise requires, "*teacher*" includes the following individuals employed by a community college:

a. An instructor, but does not include an adjunct instructor.

b. A librarian, including those denoted as being a learning resource specialist or a media specialist.

c. A counselor.

5. Notwithstanding the other provisions of this section, a temporary contract may be issued to a teacher to fill a vacancy created by a leave of absence in accordance with the provisions of section 29A.28, which contract shall automatically terminate upon return from military leave of the former incumbent of the teaching position and which contract shall not be subject to the provisions of sections 279.15 through 279.19, or section 279.27. A separate extracurricular contract issued pursuant to section 279.19A to a person issued a temporary contract under this section shall automatically terminate with the termination of the temporary contract as required under section 279.19A, subsection 8.

[R60, § 2055; C73, § 1757; C97, § 2778; SS15, § 2778; C24, 27, 31, 35, 39, § **4229**; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, § 279.13]

89 Acts, ch 265, §40; 2001 Acts, ch 159, §10; 2003 Acts, ch 19, §1; 2003 Acts, ch 180, §31; 2007 Acts, ch 108, §11; 2007 Acts, ch 215, §102