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## LEGAL UPDATE

Legal Services Division



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### IOWA SUPREME COURT DECISION — SCHOOL DISTRICT’S AUTHORITY TO TERMINATE THE EMPLOYMENT AGREEMENT OF A TEACHER PARTICIPATING IN AN INTENSIVE ASSISTANCE PROGRAM

**Purpose.** *Legal updates are prepared by the nonpartisan Legal Services Division of the Legislative Services Agency. A legal update is intended to provide legislators, legislative staff, and other persons interested in legislative matters with summaries of recent meetings, court decisions, Attorney General Opinions, regulatory actions, federal actions, and other occurrences of a legal nature that may be pertinent to the General Assembly’s consideration of a topic. Although an update may identify issues for consideration by the General Assembly, it should not be interpreted as advocating any particular course of action.*

**Braaksma v. Bd. of Dirs. of the Sibley-Ocheyedan Cmty. Sch. Dist.**

**Filed October 21, 2022**

**No. 21-0067**

[www.iowacourts.gov/courtcases/14442/embed/SupremeCourtOpinion%20](http://www.iowacourts.gov/courtcases/14442/embed/SupremeCourtOpinion%20)

**Factual and Procedural Background.** Since 2001, Danna Braaksma had been a full-time Spanish language teacher with Sibley-Ocheyedan Community School District (district). On April 25, 2019, Stan De Zeeuw, the high school’s principal, and Bill Boer, the district’s superintendent, met with Ms. Braaksma to inform her about concerns related to her teaching performance. Mr. De Zeeuw told Ms. Braaksma that she was failing to meet six of the eight Iowa teaching standards set out in Iowa Code section 284.3(1) against which Iowa teachers are evaluated. Mr. De Zeeuw informed Ms. Braaksma that she would be placed on an intensive assistance program to address the deficiencies in her teaching performance. Mr. De Zeeuw also read to Ms. Braaksma from a document titled “Plan of Assistance—Assistance Phase” that contained several requirements Ms. Braaksma was required to meet. Mr. De Zeeuw informed Ms. Braaksma that she was responsible for carrying out the plan starting immediately. Under the heading of “Proposed Timeline,” the plan-of-assistance document stated: “Begin working on in Spring of 2019. Will meet and discuss during 2019-2020 academic year. Satisfactory progress must be achieved to maintain employment in for [sic] 2020 and beyond.” Under the heading “Next Meeting Date,” the plan-of-assistance document stated “TBD, 2019 Teacher Check-out, beginning of 2019-2020 academic year.” Mr. Boer left the district over the summer and was replaced by James Craig.

On August 21, 2019, Mr. Craig, Mr. De Zeeuw, and Ms. Braaksma met to discuss the intensive assistance program. The meeting ended abruptly when Mr. Craig became agitated by Ms. Braaksma’s interruptions and told her to get out of his office. Later that day, Mr. Craig met Ms. Braaksma in the hallway and asked “are you going to follow the plan [of assistance] or not?” Ms. Braaksma responded by agreeing to follow the plan of assistance.

In September 2019, Mr. De Zeeuw emailed Ms. Braaksma regarding formal evaluations related to her intensive assistance program that would take place on three dates during the 2019-2020 school year. On October 11, 2019, Ms. Braaksma attempted to initiate a conversation with Mr. De Zeeuw regarding the plan of assistance and noted that the first of her formal evaluations was scheduled to occur soon. Ms. Braaksma found Mr. De Zeeuw’s response lacking in substance and went to Mr. Craig’s office to try to speak to him about the formal evaluation. Mr. Craig requested that Ms. Braaksma meet him at his office at 3:30 p.m. When Ms. Braaksma returned at 3:30 p.m., Mr. Craig directed Ms. Braaksma to the boardroom where she was provided with a written separation agreement. Ms. Braaksma did not sign the separation agreement. On October 14, 2019, Mr. Craig informed Ms. Braaksma that she had been placed on administrative leave.

On November 13, 2019, the district served Ms. Braaksma with notice of her upcoming termination proceeding at which the school board would consider Mr. Craig's recommendation to terminate her teaching contract. The school board accepted Mr. Craig's recommendation and terminated Ms. Braaksma's teaching contract in January 2020.

Ms. Braaksma appealed the school board's decision to terminate her teaching contract to the district court. The district court affirmed the school board's decision. Ms. Braaksma appealed to the Iowa Supreme Court (Court), which transferred the case to the court of appeals. The court of appeals reversed the district court's ruling and the school board's termination decision. The school board applied to the Court for further review, and the Court accepted the school board's application.

**Issue.** Whether the district's termination of Ms. Braaksma's teaching contract before she had been given the requisite time to participate in the intensive assistance program was unlawful.

**Holding.** The Court held that the district violated the law when it terminated Ms. Braaksma's teaching contract for the reasons addressed in her ongoing intensive assistance program before she had been given the requisite time to participate in the intensive assistance program.

**Analysis.** The Court began its opinion by providing background information related to Iowa Code chapter 284 (teacher performance, compensation, and career development). Pursuant to Iowa Code section 284.8(2), if a "supervisor or an evaluator determines . . . that the teacher is not meeting district expectations under the Iowa teaching standards[.]" then "the evaluator shall, at the direction of the teacher's supervisor, recommend to the district that the teacher participate in an intensive assistance program." Intensive assistance is defined as "the provision of organizational support and technical assistance to teachers, other than beginning teachers, for the remediation of identified teaching and classroom management concerns for a period not to exceed [12] months." Iowa Code §284.2(6). All school districts are required to be "prepared to offer an intensive assistance program." Iowa Code §284.8(2). In addition, any teacher who does not meet a school district's expectations under the Iowa teaching standards is required to participate in an intensive assistance program. Iowa Code §284.8(3).

The district incorporated Iowa Code chapter 284's requirements related to intensive assistance programs into its internal policies and into Ms. Braaksma's teaching contract. The district's intensive assistance policy states that when a teacher is found to not be meeting the district's standards, "the employee will be placed on intensive assistance and, in conjunction with his/her principal, will mutually develop an intensive assistance plan." The district's policy states that a "teacher will have a minimum of 6 months and a maximum of 12 months to implement changes at which time" the teacher may, among other options, be "[r]ecommended for termination effective immediately or at the end of the year."

Ms. Braaksma argued that Iowa Code chapter 284 prevented the district from terminating her teaching contract for the performance reasons specified in her intensive assistance program until she had received at least six months to implement the intensive assistance program. The district argued that Iowa Code section 279.27(1)—which authorizes a school district to discharge a teacher "at any time during the contract year for just cause"—superseded any right Ms. Braaksma might have under Iowa Code chapter 284 to continue the intensive assistance program.

The Court began its analysis by stating that the "district's argument splinters against the repeated mandatory language in [Iowa Code] section 284.8 . . . ." The Court rejected the district's argument that the protections in Iowa Code section 284.8 are subsumed by the grant of authority under Iowa Code section 279.27(1). The Court supported its interpretation by noting that Iowa Code section 284.8 is a specific provision and Iowa Code section 279.27(1) is a general provision and, under the Court's canons of construction, "the specific provision is treated as an exception to the general provision." *Christiansen v. Iowa Bd. of Educ. Exam'rs*, 831 N.W.2d 179, 189 (Iowa 2013); see also *Antonin Scalia & Bryan A. Garner, Reading Law: The Interpretation of Legal Texts* 183 (2012); see also Iowa Code §4.7.

The Court then noted that Iowa Code section 284.8(4) addresses the options available to school districts to address a teacher's performance problems when the teacher completes the intensive assistance program. Under Iowa Code section 284.8(4):

Following a teacher's participation in an intensive assistance program, the teacher shall be reevaluated to determine whether the teacher successfully completed the intensive assistance program and is meeting district expectations under the applicable Iowa teaching standards or criteria. If the teacher did not successfully complete the intensive assistance

program or continues not to meet the applicable Iowa teaching standards or criteria, the board may do any of the following:

- a. Terminate the teacher's contract immediately pursuant to [Iowa Code] section 279.27.
- b. Terminate the teacher's contract at the end of the school year pursuant to [Iowa Code] section 279.15.
- c. Continue the teacher's contract for a period not to exceed one year. However, the contract shall not be renewed and shall not be subject to [Iowa Code] section 279.15.

After examining this statutory provision, the Court found that Iowa Code section 284.8 limits a school district's authority to terminate a teacher's contract in a way that modifies the broad rights granted to school districts under Iowa Code section 279.27(1) to terminate a teacher's contract at any time for just cause. The Court stated the clause that introduces Iowa Code section 284.8(4)—“[f]ollowing a teacher's participation in an intensive assistance program”—“indicates that the school district's power to dispense with a teacher failing to meet the teaching standards arises only after the teacher is given an opportunity to participate in the intensive assistance program.” The Court acknowledged that, no matter how the six-month period is calculated, Ms. Braaksma did not receive six months of actual student instruction to participate in the intensive assistance program.

During oral argument before the Court, the district asserted a new argument that was not addressed directly in the district court's written decision or in the district's appeal brief: that the grounds for the termination of Ms. Braaksma's teaching contract stemmed from her performance deficiencies while teaching a higher level Spanish class during the 2019-2020 academic year “and thus concerned problems not addressed in Ms. Braaksma's intensive assistance program from the prior [academic] year.” The Court rejected this argument as well, pointing out that the original performance concerns related to Ms. Braaksma's teaching were not materially different than these new performance concerns.

The Court then explained the limits of its holding in this case. The Court stated that its holding

[D]oes *not* mean, of course, that a school district may never immediately terminate the contract of a teacher while an intensive assistance program is in progress. Participation in an intensive assistance program doesn't immunize a teacher from firing. One can conjure many actions that might justify a teacher's immediate firing—assaulting a student, embezzling funds, falsifying student grades, among others—even if a teacher is currently participating in an intensive assistance program.

The Court reversed the district's decision to terminate Ms. Braaksma's teaching contract and the district court's ruling, affirmed the opinion of the court of appeals, ordered Ms. Braaksma reinstated to her former position, and remanded the case to the district court for further proceedings.

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