Education 4/24, Pass pm 33 1/0

Senate File 205
Education
Carr, Chairman
Griffin
Sovern

FILED FEB 21 1975

Reprinted

SENATE FILE 205

By CARR, HANSEN, MURRAY, ROBINSON, WILLITS, PALMER, KINLEY and GLUBA

Passed Senate, Date 4-3-75 (817) Passed House, Date _____

Vote: Ayes 35 Nays 14 Vote: Ayes _____ Nays _____

Approved 5-21-76

Motion to reconsider filed 4-3 (817) & 4-7 (840)

A BILL FOR

1 An Act relating to the issuance, continuation, and termination
2 of teachers' contracts.
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:
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S.F. 205 H.F. _____

1 Section 1. Section two hundred seventy-nine point thirteen
2 (279.13), Code 1975, is amended by striking the section and
3 inserting in lieu thereof the following:
4 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC CONTINUATION.
5 1. Contracts with teachers, which for the purpose of this
6 section means all certificated employees of a school district
7 excluding superintendents, shall be in writing and shall state
8 the number of contract days, the annual compensation to be
9 paid, and such other matters as may be mutually agreed upon,
10 including sabbatical leaves and reimbursement for tuition
11 for approved courses paid by the teacher. The contract shall
12 also include by reference all provisions of any agreement
13 negotiated by the board of directors and an employee organi-
14 zation certified under chapter twenty (20) of the Code. The
15 contract is invalid if the teacher is under contract with
16 another board of directors to teach during the same time
17 period until a release from the other contract is achieved.
18 The contract shall be signed by the president when tendered,
19 and after it is signed by the teacher the contract shall be
20 filed with the secretary of the board before the teacher
21 enters into performance under the contract.
22 2. The contract shall remain in force and effect for the
23 period stated in the contract and shall be automatically
24 continued for equivalent periods except as modified or termi-
25 nated by mutual agreement of the board of directors and the
26 teacher. A contract shall not be offered by the employing
27 board to a teacher under its jurisdiction prior to March first
28 of any year, nor be required to be signed by the teacher and
29 returned to the board less than twenty-one days after being
30 offered. On or before June fifteenth of each year, the teacher
31 may file a written resignation with the secretary of the board
32 of directors.
33 3. The board, following the recommendation of the super-
34 intendent to consider termination, by a majority vote, may
35 consider terminating the contract with the teacher. If such

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1 action is taken, the following procedure shall be followed
2 unless other procedures are contained in an agreement
3 negotiated by the board and an employee organization certified
4 under chapter twenty (20) of the Code. Within five days
5 following school board action to consider terminating a
6 teacher's contract, but no later than February fifteenth,
7 the teacher shall be notified in writing, mailed by certified
8 mail, that the board has voted to consider termination of
9 the contract. The letter shall state the specific reasons
10 for considering the termination, which shall be for just
11 cause. Just cause is limited to the teacher's performance
12 of contracted duties or factors requiring reduction of staff.
13 However, a notice of intent to terminate shall not be issued
14 until a member of the school administrative staff has provided
15 the teacher with all written and documented evidence of any
16 alleged deficiencies in performance of contracted duties and
17 has allowed the teacher reasonable time to correct the
18 deficiencies.
19 4. Within five days following receipt of the written
20 notice that the board has voted to consider termination of
21 a contract, the teacher may request in writing to the secretary
22 of the board a private conference with the board. The private
23 conference shall not be subject to chapter twenty-eight A
24 (28A) of the Code and shall be held no sooner than ten days
25 and no later than twenty days following the receipt of the
26 request. The secretary of the board shall notify the teacher
27 in writing of the date, time and location of the private
28 conference. The conference shall be attended by members of
29 the board and their legal representatives if any, the
30 superintendent or his representative, the teacher and his
31 representatives if any, and the teacher's immediate supervisor.
32 The discussion at the conference shall be limited to the
33 specific reasons stated in the notice to consider termination.
34 Any material removed from the teacher's personnel file or
35 other material to be introduced at the conference shall be

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1 provided the teacher no less than five days preceding the
2 conference.
3 5. Within three days following the conference, the super-
4 intendent shall make a written recommendation to the board.
5 Within three days after the conference, the teacher may send
6 a statement in writing to the board members. The school board
7 shall meet within five days after the private conference is
8 held, or after the time has passed to request a private
9 conference, to determine the continuance or discontinuance
10 of the contract. The board action shall be by roll call vote.
11 A complete record of the meeting to determine the continuance
12 or discontinuance of the contract shall be kept and made
13 available to the teacher. The secretary of the board shall
14 mail notices of the board's action by certified mail, which
15 shall be mailed promptly, and not later than March twentieth.
16 6. The teacher may appeal the action of the board to
17 terminate a contract. In case of the termination of employment
18 or discharge of a teacher under the provisions of either this
19 section or section two hundred seventy-nine point twenty-four
20 (279.24) of the Code, the teacher may appeal the decision
21 to an arbitrator within twenty days. The notice of appeal
22 shall be sent to the chairman of the public employment
23 relations board by certified mail with a copy of the notice
24 also sent by certified mail to the secretary of the board
25 whose decision is being appealed. Within ten days following
26 receipt of the notice, the chairman of the public employment
27 relations board shall select an arbitrator from lists
28 maintained by that board. Within ten days following the
29 selection, the arbitrator shall request in writing from the
30 secretary of the board of the school district all records
31 and transcripts of the proceedings relating to the termination
32 of the teacher's contract. The records and transcripts shall
33 be delivered to the arbitrator within five days after the
34 secretary receives the request. The arbitrator shall send
35 written notice to the teacher and the board of the school

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1 district of the date, time, and location of the hearing.
2 The arbitrator shall hear the matter de novo and shall take
3 testimony at a time and place set by the arbitrator, but no
4 later than thirty days following receipt of the appeal by
5 the chairman of the public employment relations board. The
6 arbitrator may subpoena witnesses and documents, and shall
7 render a judgment on the appeal within ten days following
8 the hearing. The arbitrator may reinstate the teacher and
9 award back pay. A complete transcript of the arbitrator's
10 hearings shall be kept and made available upon request by
11 the interested parties. A copy of the judgment shall be sent
12 by certified mail to the teacher and school board secretary.
13 All costs of the appeal shall be shared by the teacher and
14 school board.
15 Sec. 2. Section two hundred seventy-nine point twenty-
16 four (279.24), Code 1975, is amended by striking the section
17 and inserting in lieu thereof the following:
18 279.24 DISCHARGE OF TEACHER. The board may, by a majority
19 vote, discharge any teacher for incompetency, inattention
20 to duty, partiality, or any just cause. Prior to the
21 discharge, the board shall conduct a complete and impartial
22 investigation of the specific reasons for the action, and
23 shall allow the teacher and his representatives to be present
24 and make a defense. A record of the meeting shall be made
25 and kept. Following the board decision to discharge the
26 teacher, the teacher shall be notified promptly in writing,
27 stating the specific reasons for the action.
28 Within twenty days following receipt of the decision of
29 the board, the teacher may appeal the decision to an arbi-
30 trator following the procedure stated in section two hundred
31 seventy-nine point thirteen (279.13) of the Code. However,
32 the board may suspend the teacher, with pay, on the day
33 following its decision to discharge, with the suspension
34 remaining in force and effect until a final decision is ren-
35 dered by an arbitrator.

EXPLANATION

This bill revises the continuing contracts law for teachers. It provides that contracts will state provisions for sabbatical leaves and tuition reimbursement as well as agreements negotiated under the collective bargaining law.

Contracts cannot be offered until March first and the teacher must have at least twenty-one days to return the contract. Teachers may submit resignations until June fifteenth.

Procedure is outlined for termination of a teacher's contract which includes: notice of intent not to renew by the board; holding a private conference with the teacher, the board, and the superintendent; recommendation of the superintendent; determination by the board of continuance or discontinuance; and appeal by the teacher to an arbitrator.

The bill also redefines the reasons for which a teacher may be discharged.

Superintendents are not included in the definition of teacher.

The following amendments were ruled out of order with the adoption of amendment S—3425 as amended:

S—3307 by Senator Griffin—offered and deferred March 26, 1975.

S—3316 to S—3307 by Senator Griffin—filed March 12, 1975.

S—3360 to S—3307 by Senator Orr—filed March 25, 1975.

S—3361 to S—3307 by Senator Orr—filed March 25, 1975.

S—3310 by Senator Willits—offered and deferred March 26, 1975.

S—3364 by Senator Willits—offered and deferred March 26, 1975.

S—3380 by Senators Shaw and Lamborn—offered and pending March 26, 1975.

S—3315 by Senators Lamborn and Shaff—filed March 12, 1975.

S—3317 by Senator Andersen—filed March 12, 1975.

S—3318 by Senator Andersen—filed March 12, 1975.

S—3319 by Senator Andersen—filed March 12, 1975.

S—3324 by Senator Andersen—filed March 13, 1975.

S—3358 to S—3324 by Senator Andersen—filed March 25, 1975.

S—3336 by Senators Shaff, et al.—filed March 13, 1975.

S—3350 by Senator Willits—filed March 24, 1975.

S—3354 by Senators Shaff and Priebe—filed March 24, 1975.

S—3357 by Senators Junkins and Shaw—filed March 24, 1975.

S—3359 by Senators Hill of Polk and Sovern—filed March 25, 1975.

S—3362 by Senators Sovern, et al.—filed March 25, 1975.

S—3366 to S—3362 by Senator Coleman—filed March 25, 1975.

S—3372 to S—3362 by Senator Coleman—filed March 25, 1975.

S—3368 to S—3362 by Senator Redmond—filed March 25, 1975.

S—3375 to S—3362 by Senator Shaw—filed March 26, 1975.

S—3370 to S—3362 by Senator Ramsey—filed March 25, 1975.

S—3378 to S—3362 by Senator Ramsey—filed March 26, 1975.

S—3365 to S—3362 by Senator Shaff—filed March 25, 1975.

S—3377 by Senator Heying—filed March 26, 1975.

S—3381 by Senator Sovern—filed March 26, 1975.

S—3379 by Senators Hultman and Rabedeaux—filed March 26, 1975.

S—3392 to S—3379 by Senator Griffin—filed March 27, 1975.

S—3428 to S—3379 by Senators Heying and Lamborn—filed April 1, 1975.

S—3427 by Senators Heying and Lamborn—filed April 1, 1975.

S—3430 by Senators Doderer, Shaw and Sovern—filed April 1, 1975.

SENATE FILE 205

S-3463

1 Amend the Hultman-Rabedeaux amendment S-3425 to
2 Senate File 205 as follows:
3 1. Page 2, line 34, by striking the word "The" and
4 inserting in lieu thereof the words "If the teacher has
5 been employed at least two years as a teacher, the".
6 2. Page 4, line 17, by striking the word "The" and
7 inserting in lieu thereof the words "If the teacher has
8 been employed at least two years as a teacher, the".
9 3. Page 4, line 21, by striking the words "to an
10 arbitrator".
11 4. Page 4, line 27, by inserting after the word
12 "Code." the words "A teacher's first two years of
13 employment is probationary and the teacher's employment
14 may be terminated by the school board upon sixty days
15 notice by certified mail to the teacher prior to the
16 termination of the contract. A probationary teacher
17 may also be terminated under the provisions of section
18 two hundred seventy-nine point twenty-four (279.24) of
19 the Code."

S-3463 FILED AND ADOPTED (814) BY RICHARD R. RAMSEY
APRIL 3, 1975

SENATE FILE 205

S-3464

1 Amend the Hultman-Rabedeaux amendment S-3425 to
2 Senate File 205, page 4, line 19, by striking the
3 word "the" and inserting in lieu thereof the word
4 "each".

S-3464 FILED AND ADOPTED (814) BY CALVIN O. HULTMAN
APRIL 3, 1975

S-3447

1 Amend the Hultman and Rabedeaux amendment S-3425
2 to Senate File 205 on page 3, lines 12 and 13, by
3 striking the words "persistent or substantial neglect
4 of duty" and inserting in lieu thereof the words
5 "inattention to duty".

S-3447 FILED AND LOST (801) BY C. JOSEPH COLEMAN
APRIL 2, 1975 FORREST V. SCHWENGELS

S-3449

1 Amend the Hultman and Rabedeaux amendment S-3425
2 to Senate File 205 on page 3, line 18, by inserting
3 after the word "duties" the words "or reasons sufficient
4 to sustain the discharge of any teacher pursuant to
5 section two hundred seventy-nine point twenty-four
6 (279.24) of the Code,".

S-3449 FILED · Lost 4/2 (803) BY RICHARD R. RAMSEY
APRIL 2, 1975

S-3425

1 Within twenty days following receipt of the decision
2 of the board, the teacher may appeal the decision
3 following the procedure stated in section two hundred
4 seventy-nine point thirteen (279.13) of the Code.
5 However, the board may suspend the teacher, with or
6 without pay, on the day following its decision to
7 discharge, with the suspension remaining in force
8 and effect until a final decision is rendered by an
9 arbitrator."
10 2. Amend the title, by striking from lines 1 and
11 2 the words "the issuance, continuation, and
12 termination of".

S-3425 FILED - Adopted as amended by 3440A, 3441, 3442, 3444, 3446, 3454, 3456, 3457, 3458, 3462, 3463, 3464. 3/4 (815)
APRIL 1, 1975 BY CALVIN O. HULTMAN
W. R. RABEDEAUX

S-3427

1 Amend Senate File 205 as follows:
2 1. Page 4, by inserting after line 14 the follow-
3 ing new paragraph:
4 "If the arbitration finds in favor of the teacher,
5 the decision may be reversed by a petition filed with
6 the secretary of the school board and served on the
7 teacher by certified mail within three weeks of the
8 arbitrator's decision. The petition must be signed
9 by sixty percent of the parents who had a child en-
10 rolled in a class taught by the teacher during the
11 past school year."
12 2. Page 4, by inserting after line 35 the following
13 new paragraph:
14 "If the arbitration finds in favor of the teacher,
15 the decision may be reversed by a petition filed with
16 the secretary of the school board and served on the
17 teacher by certified mail within three weeks of the
18 arbitrator's decision. The petition must be signed
19 by sixty percent of the parents who had a child en-
20 rolled in a class taught by the teacher during the
21 past school year."

S-3427 FILED - Ruled out of order 4/3 (816)
APRIL 1, 1975 BY HILARIUS L. HEYING
CLIFTON C. LAMBORN

SENATE FILE 205

S-3432

1 Amend the Hultman- Rabedeaux amendment, S-3425,
2 to Senate File 205, page 3, by striking lines 21
3 through 25, inclusive, and inserting in lieu thereof
4 the following; "of the school administrative staff
5 has discussed the alleged deficiencies with the teacher."

S-3432 FILED - Lost 4/2 (798)
APRIL 1, 1975 BY LEONARD C. ANDERSEN

as the arbitrator. The party entitled to remove the first name shall be determined by lot. The party having the right to remove the first name shall do so within two days of receipt of the list and the second party shall have one additional day to remove one of the two remaining names. The secretary of the board shall inform the chairman of the public employee relations board of the name of the arbitrator selected. Within ten days following the selection, the arbitrator shall request in writing from the secretary of the board of the school district all records and transcripts of the proceedings relating to the termination of the teacher's contract. The records and transcripts shall be delivered to the arbitrator within five days after the secretary receives the request. The arbitrator shall send written notice to the teacher and the board of the school district of the date, time, and location of the hearing. The arbitrator shall hear the matter de novo and shall take testimony at a time and place set by the arbitrator, but no later than thirty days following receipt of the appeal by the chairman of the public employment relations board. The arbitrator may subpoena witnesses and documents, and shall render a judgment on the appeal within ten days following the hearing. The arbitrator may reinstate the teacher and award back pay. A complete transcript of the arbitrator's hearings shall be kept and made available upon request by the interested parties. A copy of the judgment shall be sent by certified mail to the teacher and school board secretary. All costs of the appeal shall be shared by the teacher and school board.

Sec. 6. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. For teachers who are not organized under chapter twenty (20) of the Code, the board may, by a majority vote, discharge any teacher for incompetency, inattention to duty, or any other just cause. Prior to the discharge, the board shall conduct a complete and impartial investigation of the specific reasons for the action, and shall allow the teacher and his representatives to be present and make a defense. A record of the meeting shall be made and kept. Following the board decision to discharge the teacher, the teacher shall be notified promptly in writing, stating the specific reasons for the action.

5. Within three days following the conference, the superintendent shall make a written recommendation to the board. Within three days after the conference, the teacher may send a statement in writing to the board members. The school board shall meet within five days after the private conference is held, or after the time has passed to request a private conference, to determine the continuance or discontinuance of the contract. The board action shall be by roll call vote. A complete record of the meeting to determine the continuance or discontinuance of the contract shall be kept and made available to the teacher. The secretary of the board shall mail to the teacher notices of the board's action by certified mail, which shall be mailed promptly, and not later than March twentieth.

6. The teacher may appeal the action of the board to terminate a contract. However, no teacher who has been employed by the board of directors as a teacher for less than two consecutive school years shall have the right to appeal to an arbitrator a termination of employment under this section unless the appeal is based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (2.10) of the Code. In case of the termination of employment or discharge of a teacher under the provisions of either this section or section two hundred seventy-nine point twenty-four (279.24) of the Code, the teacher may appeal the decision to an arbitrator within twenty days. The notice of appeal shall be sent to the secretary of the board whose decision is being appealed. Within five days following receipt by the secretary of the notice of appeal, the board or its legal representative if any and the teacher or his representative if any may select an arbitrator who resides within the boundaries of the merged area in which the school district is located. If an arbitrator cannot be mutually agreed upon within the five-day period, notice shall be sent by the secretary of the board to the chairman of the public employment relations board by certified mail. Within ten days following receipt of the notice, the chairman of the public employment relations board shall submit to the school board and the teacher a list of three names of available arbitrators from lists maintained by the public employee relations board. The school board and the teacher shall remove names from the list until only one name remains, and that person shall serve

with the teacher. If such action is taken, the following procedure shall be followed. Within five days following school board action to consider terminating a teacher's contract, but no later than February fifteenth, the teacher shall be notified in writing, either by receipted personal service or mailed by certified mail, that the board has voted to consider termination of the contract. If the notice has been by certified mail, the notice shall be complete upon mailing. The letter shall state the specific reasons for considering the termination, which shall be: Incompetency, persistent or substantial neglect of duty, inadequate performance, physical or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following one year's leave of absence, or other just cause related to effective performance of duties, or factors which require a reduction of staff. However, a notice of intent to terminate shall not be issued until a member of the school administrative staff has provided the teacher with all written and documented evidence of any alleged deficiencies in performance of contracted duties and has allowed the teacher reasonable time to correct the deficiencies.

4. Within five days following receipt of the written notice that the board has voted to consider termination of a contract, the teacher may request in writing to the secretary of the board a private conference with the board. The private conference shall not be subject to chapter twenty-eight A (28A) of the Code and shall be held no sooner than ten days and no later than twenty days following the receipt of the request. The secretary of the board shall notify the teacher in writing of the date, time and location of the private conference. The conference shall be attended by members of the board and their legal representatives if any, the superintendent or his representative, the teacher and his representatives if any, and the teacher's immediate supervisor. The discussion at the conference shall be limited to the specific reasons stated in the notice to consider termination. Any material removed from the teacher's personnel file or other material to be introduced at the conference shall be provided the teacher no less than five days preceding the conference. No school board member shall be liable for any damages to any teacher if any statement at the conference is determined to be erroneous as long as the statement was made in good faith.

1 Sec. 4. Section twenty point twenty-two (20.22),
2 subsection thirteen (13), Code 1975, is amended to
3 read as follows:
4 13. The determination of the panel of arbitrators
5 shall be by majority vote and shall be final and
6 binding subject to the provisions of section 20.17,
7 subsection 6. The panel of arbitrators shall give
8 written explanation for its selection and inform the
9 parties of its decision. The provisions of this
10 subsection shall not apply to negotiations relating
11 to termination of teachers' contracts and discharge
12 of teachers.
13 Sec. 5. Section two hundred seventy-nine point
14 thirteen (279.13), Code 1975, is amended by striking
15 the section and inserting in lieu thereof the
16 following:
17 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC CONTIN-
18 UATION.
19 1. Contracts with teachers, which for the purpose
20 of this section means all certificated employees of
21 a school district excluding those teachers organized
22 under chapter twenty (20) of the Code, shall be in
23 writing and shall state the number of contract days,
24 the annual compensation to be paid, and any other
25 matters as may be mutually agreed upon. The contract
26 is invalid if the teacher is under contract with
27 another board of directors to teach during the same
28 time period until a release from the other contract
29 is achieved. The contract shall be signed by the
30 president when tendered, and after it is signed by
31 the teacher the contract shall be filed with the
32 secretary of the board before the teacher enters into
33 performance under the contract.
34 2. The contract shall remain in force and effect
35 for the period stated in the contract and shall be
36 automatically continued for equivalent periods except
37 as modified or terminated by mutual agreement of the
38 board of directors and the teacher or as terminated
39 in accordance with the provisions specified in this
40 chapter. A contract shall not be offered by the
41 employing board to a teacher under its jurisdiction
42 prior to March first of any year, nor be required
43 to be signed by the teacher and returned to the board
44 less than twenty-one days after being offered. On
45 or before May fifteenth of each year, the teacher
46 may file a written resignation with the secretary
47 of the board of directors.
48 3. The board, following the recommendation of
49 the superintendent to consider termination, by a
50 majority vote, may consider terminating the contract

S-3425

Amend Senate File 205 as follows:

1. By striking everything after the enacting clause and inserting in lieu thereof the following:

"Section 1. Section twenty point seven (20.7), subsection three (3), Code 1975, is amended to read as follows:

3. Suspend or discharge public employees for proper cause except as otherwise provided by law.

Sec. 2. Section twenty point nine (20.9), unnumbered paragraph one (1), Code 1975, is amended to read as follows:

The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other matters mutually agreed upon. Public employees employed by a school district and the board of directors of a school district shall also negotiate in good faith with respect to the issuance, continuation, and termination of teacher contracts. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.

Sec. 3. Section twenty point twenty-two (20.22), subsection one (1), Code 1975, is amended to read as follows:

1. If an impasse persists after the findings of fact and recommendations are made public by the fact-finder, the parties may continue to negotiate or, the board shall have the power, upon request of either party, to arrange for arbitration, which shall be binding, except as provided in subsection thirteen (13) of this section. The request for arbitration shall be in writing and a copy of the request shall be served upon the other party.

teacher for less than two consecutive school years shall have the right to appeal to an arbitrator a termination of employment under this section unless the appeal is based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code. In case of the termination of employment or discharge of a teacher under the provisions of either this section or section two hundred seventy-nine point twenty-four (279.24) of the Code, the teacher may appeal the decision to an arbitrator within twenty days. The notice of appeal shall be sent to the secretary of the board whose decision is being appealed. Within five days following receipt by the secretary of the notice of appeal, the board or its legal representative if any and the teacher or his representative if any may select an arbitrator who resides within the boundaries of the merged area in which the school district is located. If an arbitrator cannot be mutually agreed upon within the five-day period, the provisions of chapter twenty (20) of the Code shall be applicable, except that the provisions of section twenty point twenty-two (20.22), subsection thirteen (13), of the Code shall not apply.

Sec. 4. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. The board may, by a majority vote, discharge any teacher for incompetency, inattention to duty, or any other just cause. Prior to the discharge, the board shall conduct a complete and impartial investigation of the specific reasons for the action, and shall allow the teacher and his representatives to be present and make a defense. A record of the meeting shall be made and kept. Following the board decision to discharge the teacher, the teacher shall be notified promptly in writing, stating the specific reasons for the action.

Within twenty days following receipt of the decision of the board, the teacher may appeal the decision following the procedure stated in section two hundred seventy-nine point thirteen (279.13) of the Code. However, the board may suspend the teacher, with or without pay, on the day following its decision to discharge, with the suspension remaining in force and effect until a final decision is rendered by an arbitrator."

2. Amend the title, by striking from lines 1 and 2 the words "the issuance, continuation, and termination of".

S-3379 FILED - Ruled out of order 4/3 (816)
MARCH 26, 1975

BY CALVIN O. HULTMAN
W. R. RABEDEAUX

1 intent to terminate shall not be issued until a member
2 of the school administrative staff has provided the
3 teacher with all written and documented evidence of
4 any alleged deficiencies in performance of contracted
5 duties and has allowed the teacher reasonable time
6 to correct the deficiencies.
7 4. Within five days following receipt of the
8 written notice that the board has voted to consider
9 termination of a contract, the teacher may request
10 in writing to the secretary of the board a private
11 conference with the board. The private conference
12 shall not be subject to chapter twenty-eight A (28A)
13 of the Code and shall be held no sooner than ten days
14 and no later than twenty days following the receipt
15 of the request. The secretary of the board shall
16 notify the teacher in writing of the date, time and
17 location of the private conference. The conference
18 shall be attended by members of the board and their
19 legal representatives if any, the superintendent or
20 his representative, the teacher and his representatives
21 if any, and the teacher's immediate supervisor. The
22 discussion at the conference shall be limited to the
23 specific reasons stated in the notice to consider
24 termination. Any material removed from the teacher's
25 personnel file or other material to be introduced
26 at the conference shall be provided the teacher no
27 less than five days preceding the conference. No
28 school board member shall be liable for any damages
29 to any teacher if any statement at the conference
30 is determined to be erroneous as long as the statement
31 was made in good faith.
32 5. Within three days following the conference,
33 the superintendent shall make a written recommendation
34 to the board. Within three days after the conference,
35 the teacher may send a statement in writing to the
36 board members. The school board shall meet within
37 five days after the private conference is held, or
38 after the time has passed to request a private
39 conference, to determine the continuance or
40 discontinuance of the contract. The board action
41 shall be by roll call vote. A complete record of
42 the meeting to determine the continuance or
43 discontinuance of the contract shall be kept and made
44 available to the teacher. The secretary of the board
45 shall mail to the teacher notices of the board's
46 action by certified mail, which shall be mailed
47 promptly, and not later than March twentieth.
48 6. The teacher may appeal the action of the board
49 to terminate a contract. However, no teacher who
50 has been employed by the board of directors as a

1 reference all provisions of any agreement negotiated
2 by the board of directors and an employee organi-
3 zation certified under chapter twenty (20) of the
4 Code. The contract is invalid if the teacher is under
5 contract with another board of directors to teach
6 during the same time period until a release from the
7 other contract is achieved. The contract shall be
8 signed by the president when tendered, and after it
9 is signed by the teacher the contract shall be filed
10 with the secretary of the board before the teacher
11 enters into performance under the contract.
12 2. The contract shall remain in force and effect
13 for the period stated in the contract and shall be
14 automatically continued for equivalent periods except
15 as modified or terminated by mutual agreement of the
16 board of directors and the teacher or as terminated
17 in accordance with the provisions specified in this
18 chapter. A contract shall not be offered by the
19 employing board to a teacher under its jurisdiction
20 prior to March first of any year, nor be required
21 to be signed by the teacher and returned to the board
22 less than twenty-one days after being offered. On
23 or before May fifteenth of each year, the teacher
24 may file a written resignation with the secretary
25 of the board of directors.
26 3. The board, following the recommendation of
27 the superintendent to consider termination, by a
28 majority vote, may consider terminating the contract
29 with the teacher. If such action is taken, the
30 following procedure shall be followed unless other
31 procedures are contained in an agreement negotiated
32 by the board and an employee organization certified
33 under chapter twenty (20) of the Code. Within five
34 days following school board action to consider
35 terminating a teacher's contract, but no later than
36 February fifteenth, the teacher shall be notified
37 in writing, either by receipted personal service or
38 mailed by certified mail, that the board has voted
39 to consider termination of the contract. If the
40 notice has been by certified mail, the notice shall
41 be complete upon mailing. The letter shall state
42 the specific reasons for considering the termina-
43 tion, which shall be: Incompetency, persistent or
44 substantial neglect of duty, inadequate performance,
45 physical or mental disability or sickness which
46 interferes with performance of duty as shown by
47 competent medical evidence and following one year's
48 leave of absence, or other just cause related to
49 effective performance of duties, or factors which
50 require a reduction of staff. However, a notice of

1 Amend Senate File 205 as follows:
2 1. By striking everything after the enacting
3 clause and inserting in lieu thereof the following:
4 "Section 1. Section twenty point seven (20.7),
5 subsection three (3), Code 1975, is amended to read
6 as follows:
7 3. Suspend or discharge public employees for
8 proper cause except as otherwise provided by law.
9 Sec. 2. Section twenty point nine (20.9),
10 unnumbered paragraph one (1), Code 1975, is amended
11 to read as follows:
12 The public employer and the employee organization
13 shall meet at reasonable times, including meetings
14 reasonably in advance of the public employer's budget-
15 making process, to negotiate in good faith with respect
16 to wages, hours, vacations, insurance, holidays,
17 leaves of absence, shift differentials, overtime
18 compensation, supplemental pay, seniority, transfer
19 procedures, job classifications, health and safety
20 matters, evaluation procedures, procedures for staff
21 reduction, in-service training and other matters
22 mutually agreed upon. Public employees employed by
23 a school district and the board of directors of a
24 school district shall also negotiate in good faith
25 with respect to the issuance, continuation, and
26 termination of teacher contracts. Negotiations shall
27 also include terms authorizing dues checkoff for
28 members of the employee organization and grievance
29 procedures for resolving any questions arising under
30 the agreement, which shall be embodied in a written
31 agreement and signed by the parties. If an agreement
32 provides for dues checkoff, a member's dues may be
33 checked off only upon the member's written request
34 and the member may terminate the dues checkoff at
35 any time by giving thirty days' written notice. Such
36 obligation to negotiate in good faith does not compel
37 either party to agree to a proposal or make a
38 concession.
39 3. Section two hundred seventy-nine point thirteen
40 (279.13), Code 1975, is amended by striking the section
41 and inserting in lieu thereof the following:
42 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC CONTIN-
43 UATION.
44 1. Contracts with teachers, which for the purpose
45 of this section means all certificated
46 employees of a school district excluding
47 superintendents, shall be in writing and shall state
48 the number of contract days, the annual compensation
49 to be paid, and any other matters as may be mutually
50 agreed upon. The contract shall also include by

S-3430

Amend Senate File 205 as follows:

1. Page 2, line 1, by inserting a period "." after the word "followed".

2. Page 2 by striking lines 2 through 4 and inserting in lieu thereof the following: "However, mutually agreeable arrangements may be entered into between the board and the teacher as to matters ancillary to the termination proceedings and which do not vary terms of this act. Within five days".

S-3430 FILED - Ruled out of order 4/3 (816)
APRIL 1, 1975

BY LUCAS J. DE KOSTER
ELIZABETH SHAW
STEVE SOVERN

SENATE FILE 205

S-3440

DIV. A

Amend the Hultman amendment S-3425 to Senate File 205 as follows:

1. Page 1, by striking lines 4 through 8.

2. Page 1, by striking lines 39 through 50.

3. Page 2, by striking lines 1 through 12.

DIV. B

4. Page 2, line 22, by inserting after the word "Code" the words "and subject to a collective bargaining agreement which provides for the issuance, continuation, and termination of teachers' contracts".

DIV. C

5. Page 2, line 25, by inserting after the word "upon" the words ", but not limited to sabbatical leaves and reimbursement for tuition paid by the teacher for approved courses".

DIV. B

6. Page 2, by inserting after line 33 the following:

"If the board of directors and the certificated employees fail to negotiate procedures relating to the issuance and continuation of teachers' contracts and the dismissal of teachers more than two years from the date the first collective bargaining agreement became effective, the provisions of sections two hundred seventy-nine point thirteen (279.13) and two hundred seventy-nine point twenty-four (279.24) shall no longer be applicable."

S-3440 FILED
APRIL 2, 1975
S-3440A-ADOPTED (800)
S-3440B-WITHDRAWN (800)
S-3440C-WITHDRAWN (800)

BY ROBERT M. CARR
W. R. RABEDEAUX
STEVE SOVERN
EARL M. WILLITS

S-3442

Amend the Hultman and Rabedeaux amendment S-3425 to Senate File 205, page 4, line 26, by striking the figures "(2.10)" and inserting in lieu thereof the figures "(20.10)".

S-3442 FILED AND ADOPTED (800)
APRIL 2, 1975

BY CALVIN O. HULTMAN

SENATE FILE 205

S-3392

1 Amend the Hultman-Rabedeaux amendment S-3379 to
2 Senate File 205 as follows:
3 1. Page 1, line 46, by striking the word "exclud-
4 ing" and inserting in lieu thereof the word "includ-
5 ing".
6 2. Page 2, line 8, by striking the words "when
7 tendered, and after it".
8 3. Page 2, line 9, by striking the words "is
9 signed by the teacher the contract" and inserting in
10 lieu thereof the following "and teacher and".
11 4. Page 2, line 11, by inserting after the word
12 "contract." the sentence "The term of the contract
13 shall not exceed the ensuing school year.".
14 5. Page 2, line 29, by inserting after the word
15 "teacher." the sentence "If the contract with the
16 superintendent is being considered for termination
17 the board shall notify the superintendent.".
18 6. Page 3, line 34, by inserting after the word
19 "board." the sentence "However, if the conference
20 was held to consider terminating the contract of the
21 superintendent, a representative of the board shall
22 make a written recommendation to the board and the
23 superintendent shall not make a written recommenda-
24 tion to the board."

S-3392 FILED - Ruled out of order 4/3 (816) BY JAMES W. GRIFFIN, SR.
MARCH 27, 1975

S-3428

1 Amend the Hultman-Rabedeaux amendment S-3379, to
2 Senate File 205 as follows:
3 1. Page 4, by inserting after line 26 the follow-
4 ing new paragraph:
5 "If the arbitration finds in favor of the teacher,
6 the decision may be reversed by a petition filed with
7 the secretary of the school board and served on the
8 teacher by certified mail within three weeks of the
9 arbitrator's decision. The petition must be signed
10 by sixty percent of the parents who had a child en-
11 rolled in a class taught by the teacher during the
12 past school year."
13 2. Page 4, by inserting after line 50 the follow-
14 ing new paragraph:
15 "If the arbitration finds in favor of the teacher,
16 the decision may be reversed by a petition filed with
17 the secretary of the school board and served on the
18 teacher by certified mail within three weeks of the
19 arbitrator's decision. The petition must be signed
20 by sixty percent of the parents who had a child en-
21 rolled in a class taught by the teacher during the
22 past school year."

S-3428 FILED - Ruled out of order 4/3 (816) BY HILARIUS L. HEYING
APRIL 1, 1975 CLIFTON C. LAMBORN

S-3445

1 Amend the Hultman-Rabedeaux amendment, S-3425
2 to Senate File 205 as follows:
3 1. Page 5, by inserting after line 33 the follow-
4 ing new paragraph:
5 "If the arbitrator finds in favor of the teacher,
6 the decision may be reversed by a petition filed with
7 the secretary of the school board and served on the
8 teacher by certified mail within three weeks of the
9 arbitrator's decision. The petition must be signed
10 by sixty percent of the parents who had a child en-
11 rolled in a class taught by the teacher during the
12 past school year."
13 2. Page 6 , by inserting after line 9 the following
14 new paragraph:
15 "If the arbitration finds in favor of the teacher, the
16 decision may be reversed by a petition filed with the
17 secretary of the school board and served on the teacher
18 by certified mail within three weeks of the arbitrator's
19 decision. The petition must be signed by sixty percent
20 of the parents who had a child enrolled in a class taught
21 by the teacher during the past school year."

S-3445 FILED AND LOST (803) BY HILARIUS L. HEYING
APRIL 2, 1975 CLIFTON C. LAMBORN

SENATE FILE 205

S-3462

1 Amend the Hultman-Rabedeaux amendment S-3425
2 to Senate File 205, page 4, line 3, by inserting
3 after the word "board." the words "However, if the
4 conference was held to consider terminating the
5 contract of the superintendent, a representative
6 of the board shall make a written recommendation
7 to the board and the superintendent shall not make
8 a written recommendation to the board."

S-3462 FILED AND ADOPTED (814) BY JOAN ORR
APRIL 3, 1975

S-3380

1 Amend Senate File 205, page 1, line 7, by
2 inserting after the word "superintendents" the words
3 ", deputy superintendents, assistant superintendents
4 and principals".

S-3380 FILED - Ruled out of BY ELIZABETH SHAW
MARCH 26, 1975 order 3/4 (815) CLIFTON C. LAMBORN

SENATE FILE 205

S-3381

1 Amend Senate File 205 page 4, lines 19 and 20
2 by striking the words "inattention to duty" and
3 inserting in lieu thereof the words "persistent
4 or substantial neglect of duty".

S-3381 FILED - Ruled out of
MARCH 26, 1975 order 3/4 (816) BY STEVE SOVERN

S-3441

1 Amend the Hultman amendment S-3425 to Senate File
2 205, page 5, by inserting after line 33 the follow-
3 ing subsection:
4 "7. All contracts with superintendents, assistant
5 superintendents, principals, and assistant principals
6 shall be subject to the provisions of this section
7 and section two hundred seventy-nine point twenty-
8 four (279.24) of the Code."

S-3441 FILED AND ADOPTED (802) BY STEVE SOVERN
APRIL 2, 1975

S-3443

1 Amend the Hultman-Rabedeaux amendment, S-3425,
2 to Senate File 205, page 5, line 27, by inserting
3 after the word "pay" the words "except that superin-
4 tendents, principals or others whose duties are pre-
5 ponderantly administrative in nature may only be
6 reinstated in a nonadministrative position with an
7 award of compensatory damages for actual loss of
8 salary".

S-3443 FILED - W.D. 4/3 (812) BY ELIZABETH SHAW
APRIL 2, 1975

S-3444

1 Amend the Hultman amendment S-3425 to Senate File
2 205, page 2, line 25, by inserting after the word
3 "upon" the words ", including but not limited to
4 sabbatical leaves and reimbursement for tuition
5 paid by the teacher for approved courses".

S-3444 FILED AND ADOPTED (800) BY ROBERT M. CARR
APRIL 2, 1975 W. R. RABEDEAUX
STEVE SOVERN
EARL M. WILLITS

S-3446

1 Amend the Hultman-Rabedeaux amendment, S-3425,
2 to Senate File 205, page 3, by striking from lines
3 17 and 18 the words "or other just cause related to
4 effective" and inserting in lieu thereof the words
5 "any other just cause affecting".

S-3446 FILED AND ADOPTED (800) BY ELIZABETH SHAW
APRIL 2, 1975

SENATE FILE 205

S-3459

1 Amend the Hultman-Rabedeaux amendment S-3425,
2 page 3, line 19, by inserting after the word
3 "reduction" the words "or realignment".

S-3459 FILED - Lost 4/3 (813) BY ROGER J. SHAFF
APRIL 2, 1975

S-3454

1 Amend the Hultman and Rabedeaux amendment S-3425 to
2 Senate File 205, page 5, line 41, by striking the words
3 "inattention to duty" and inserting in lieu thereof
4 the words "persistent or substantial neglect of duty".

S-3454 FILED AND ADOPTED (804) BY STEVE SOVERN
APRIL 2, 1975

S-3456

1 Amend the Hultman-Rabedeaux amendment S-3425
2 to Senate File 205, page 5, line 27, by inserting
3 after the word "pay" the words "except that superin-
4 tendents, principals and others whose duties are
5 preponderantly administrative in nature shall not be
6 reinstated to the same or a similar position. In the
7 latter case an award of damages may be made to com-
8 pensate for any salary differential between the former
9 and the reinstated position".

S-3456 FILED AND ADOPTED (805) BY ELIZABETH SHAW
APRIL 2, 1975

S-3457

1 Amend the Hultman amendment S-3425 to Senate
2 File 205 as follows:
3 1. Page 2, by striking lines 21 and 22 and
4 inserting in lieu thereof the following: "a school
5 district, shall be in".
6 2. Page 5, by striking lines 38 through 40 and
7 inserting in lieu thereof the following: "279.24
8 DISCHARGE OF TEACHER. The board may, by a majority
9 vote, discharge".
10 3. Page 1, by striking lines 9 through 38.
11 4. Page 6, by striking lines 10 through 12.

S-3457 FILED - adopted 4/3 (812) BY ROBERT M. CARR
APRIL 2, 1975 EARL M. WILLITS

S-3458

1 Amend the Hultman-Rabedeaux amendment S-3425 to
2 Senate File 205, page 3, by inserting after line 25
3 the following:
4 "The teacher's complete personnel file shall be
5 available, which file shall contain a record of all
6 periodic reviews between the teacher and appropriate
7 supervisors. In any termination proceeding note shall
8 be taken of the teacher's complete personnel file in
9 addition to those items specifically relating to the
10 cause for termination."

S-3458 FILED - adopted 4/3 (812) BY PHILIP B. HILL
APRIL 2, 1975 STEVE SOVERN

S-3448

1 Amend the Hultman amendment S-3425 to Senate File
2 205 as follows:
3 1. Page 2, line 22, by inserting after the word
4 "Code" the words "and subject to a collective
5 bargaining agreement which provides for the
6 issuance, continuation, and termination of teachers'
7 contracts".
8 2. Page 2, by inserting after line 33 the
9 following:
10 "If the board of directors and certificated employees
11 organized into a bargaining unit pursuant to Chapter
12 Twenty (20) of the Code, fail to negotiate procedures
13 relating to the issuance and continuation of teachers'
14 contracts and the dismissal of teachers more than two
15 years from the date the first collective bargaining
16 agreement became effective, the provisions of sections
17 two hundred seventy-nine point thirteen (279.13) and
18 two hundred seventy-nine point twenty-four (279.24) shall
19 no longer be applicable."

S-3448 FILED AND WITHDRAWN (803) BY ROBERT M. CARR
APRIL 2, 1975 W. R. RABEDEAUX
STEVE SOVERN
EARL M. WILLITS

S-3453

1 Amend the Hultman amendment S-3425 to Senate
2 File 205 as follows:
3 1. Page 2, by striking lines 21 and 22 and
4 inserting in lieu thereof the following: "a school
5 district, shall be in".
6 2. Page 5, by striking lines 38 through 40 and
7 inserting in lieu thereof the following: "279.24
8 DISCHARGE OF TEACHER. The board may, by a majority
9 vote, discharge".

S-3453 FILED AND WITHDRAWN (803) BY ROBERT M. CARR
APRIL 2, 1975 EARL M. WILLITS

S-3455

1 Amend the Hultman-Rabedeaux amendment S-3425
2 as follows:
3 1. Page 4, by striking lines 17 through 50,
4 inclusive.
5 2. Page 5, by striking lines 1 through 50,
6 inclusive.
7 3. Page 6, by striking lines 1 through 12,
8 and inserting in lieu thereof the following:
9 "6. A teacher may within thirty days after
10 notification by the board of discontinuance of the
11 contract appeal to the district court of the county
12 in which the administrative office of the school
13 district is located. No teacher shall have the
14 right to appeal the action of the board to terminate
15 a contract until after employment as a teacher for
16 three consecutive years by the school district, unless
17 the dismissal is for an alleged violation of a con-
18 stitutionally guaranteed right."

S-3455 FILED AND LOST (805) BY ROGER J. SHAFF
APRIL 2, 1975

SENATE FILE 205

S-3302

Amend Senate File 205 as follows:

1. Page 1, line 9, by striking the word "such" and inserting in lieu thereof the word "any". A- Adopted 3/25 (698)

2. Page 1, by striking line 10 and inserting in lieu thereof the words "including but not limited to sabbatical leaves and reimbursement for tuition paid by the teacher".

3. Page 1, line 11, by striking the words "paid by the teacher". B- Adopted 3/25 (698)

4. Page 1, line 26, by inserting after the word "teacher" the words "or as terminated in accordance with the provisions specified in this chapter". C- Adopted 3/25 (698)

5. Page 1, line 30, by striking the word "June" and inserting in lieu thereof the word "May". D- Adopted 3/25 (699)

6. Page 2, line 7, by inserting after the word "writing," the words "either by receipted personal service or".

7. Page 2, line 9, by inserting after the period the following: "If the notice has been by certified mail, the notice shall be complete upon mailing."

8. Page 3, line 2, by inserting after the period the following: "No school board member shall be liable for any damages to any teacher if any statement at the conference is determined to be erroneous as long as the statement was made in good faith."

9. Page 3, line 14, by inserting after the first word "mail" the words "to the teacher". E- Adopted 3/25 (699)

10. Page 3, line 17, by inserting after the period the following: "However, no teacher who has been employed by the board of directors as a teacher for less than two consecutive school years shall have the right to appeal a termination of employment under this section unless the termination is for an alleged violation of a constitutionally guaranteed right or an alleged violation of public employee rights under section twenty point ten (20.10) of the Code." F- Adopted as amended by 3367A 3/25 (702)

11. Page 3, lines 27 and 28, by striking the words "select an arbitrator from lists maintained by that board" and inserting in lieu thereof the following: "submit to the school board and the teacher a list of five names of available arbitrators from lists maintained by the public employee relations board. The school board and the teacher shall strike names from the list until only one name remains, and that person shall serve as the arbitrator. The party entitled to strike the first name shall be determined by lot. The secretary of the board shall inform the chairman of the public employee relations board of the name of the arbitrator selected". G. Adopted as amended by 330 3/25 (701)

12. Page 4, line 11, by striking the words "the

interested parties" and inserting in lieu thereof the words "either party".

13. Page 4, line 13, by inserting after the word "shared" the word "equally". H - adopted 3/25 (702)

14. Page 4, by inserting after line 14 the following new unnumbered paragraph:

"If either party is aggrieved by the arbitrator's decision, the decision may be appealed within twenty days to the district court in the county in which the hearing was held. Notice of the appeal must be made in writing to the other party when the appeal is filed. The arbitrator's award may be modified, reversed, or set aside only if the court determines that the arbitrator acted without or in excess of his authority, that the arbitrator's findings of fact are not supported by a preponderance of the competent evidence on the record considered as a whole, or that the arbitrator's award was procured by fraud or is contrary to law. The assessments of costs and attorney fees in such appeals shall be at the discretion of the court." I - adopted 3/25 (702)

15. Page 4, line 20, by striking the word "partiality,".

16. Page 4, line 20, by inserting after the word "any" the word "other". J - adopted 3/25 (702

17. Page 4, by inserting after line 35 the following new unnumbered paragraph: L - adopted 3/25 (702)

"If either party is aggrieved by the arbitrator's decision, the decision may be appealed within twenty days to the district court in the county in which the hearing was held. Notice of the appeal must be made in writing to the other party when the appeal is filed. The arbitrator's award may be modified, reversed, or set aside only if the court determines that the arbitrator acted without or in excess of his authority, that the arbitrator's findings of fact are not supported by a preponderance of the competent evidence on the record considered as a whole, or that the arbitrator's award was procured by fraud or is contrary to law. The assessments of costs and attorney fees in such appeals shall be at the discretion of the court."

S-3302 FILED - adopted 3/25 (698-702) BY COMMITTEE ON EDUCATION
MARCH 10, 1975 JOAN Y. ORR, CHAIRPERSON

S-3314

Amend S-3302 to Senate File 205 by striking lines 28 through 36 and inserting in lieu thereof the following: "10. Page 3, line 17, by inserting after the period the following: "However, no teacher shall have the right to appeal the action of the board until after employment as a teacher for three consecutive years by the school district, unless the dismissal is for an alleged violation of a constitutionally guaranteed right."

S-3314 FILED - H.O. 3/25 (699) BY RAY TAYLOR
MARCH 12, 1975

S-3354

1 Amend Senate File 205, page 4, line 32, by
2 inserting after the word "with" the words "or without".

S-3354 FILED - Ruled out of order 4/3 (816) BY ROGER J. SHAFF
MARCH 24, 1975 BERL E. PRIEBE

S-3357

1 Amend Senate File 205, page 4, line 20, after the
2 word "cause." by inserting the sentence: "For the
3 purpose of this section, "just cause" is not limited
4 to the definition in paragraph three of section two
5 hundred seventy-nine point thirteen (279.13) of the
6 Code."

S-3357 FILED - Ruled out of order 4/3 (816) BY LOWELL L. JUNKINS
MARCH 24, 1975 ELIZABETH SHAW

S-3358

1 Amend the Andersen amendment S-3324 to page 2 of
2 Senate File 205 by striking the word "discusses" in
3 line 6 and inserting in lieu thereof the word "discussed".

S-3358 FILED - Ruled out of order 4/3 (815) BY LEONARD C. ANDERSEN
MARCH 25, 1975

SENATE FILE 205

S-3359

1 Amend Senate File 205, line 18, page 2, by
2 inserting after the period "." the following sent-
3 ences:
4 "The teacher's complete personnel file shall be
5 available, which file shall contain a record of all
6 periodic reviews between the teacher and appropriate
7 supervisors. In any termination proceeding note shall
8 be taken of the teacher's complete personnel file in
9 addition to those items specifically relating to the
10 cause for termination."

S-3359 FILED - Ruled out of order 4/3 (816) BY PHILIP B. HILL
MARCH 25, 1975 STEVE SOVERN

SENATE FILE 205

S-3361

1 Amend the Griffin amendment S-3307 to Senate
2 File 205 by striking lines 9, 10, and 11 and in-
3 serting in lieu thereof the following:
4 "3. Page 3, line 4, by inserting after the
5 word "board." the words "However, if the confer-
6 ence was held to consider terminating the con-
7 tract of the superintendent, a representative of
8 the board shall make a written recommendation to
9 the board and the superintendent shall not make
10 a written recommendation to the board."

S-3361 FILED - Ruled out of order 4/3 (815) BY JOAN ORR
MARCH 25, 1975

S-3360

1 Amend the Griffin amendment S-3307 to Senate
2 File 205 by striking lines 18, 19, and 20.

S-3360 FILED - Ruled out of order 4/3 (815) BY JOAN ORR
MARCH 25, 1975

S-3315

1 Amend Senate File 205 as follows:
2 1. Page 2, line 10, by striking the words
3 "for just" and inserting in lieu thereof the
4 following: ": Incompentency, inattention to
5 duty, unsatisfactory performance, physical dis-
6 ability or sickness which interferes with per-
7 formance of duty and as shown by competent medi-
8 cal evidence and following one year's leave of
9 absence, partiality, discrimination, insubordina-
10 ation or other good cause, or factors which require
11 a reduction or realignment of the teacher staff."
12 2. Page 2, by striking lines 11 and 12.

S-3315 FILED - Ruled out of order 4/3 (815) BY CLIFTON C. LAMBORN
MARCH 12, 1975 ROGER J. SHAFF

S-3316

1 Amend the Griffin amendment S-3307 to Senate File
2 205 by striking lines 9 through 11 and inserting in
3 lieu thereof the following:
4 "3. Page 3, lines 3 and 4, by striking the words
5 "the superintendent" and inserting in lieu thereof
6 the words "a representative of the board"."

S-3316 FILED - Ruled out of order 4/3 (815) BY JAMES W. GRIFFIN, SR.
MARCH 12, 1975

S-3317

1 Amend Senate File 205 as follows:
2 1. Page 2, by striking lines 13, 14 and 15.
3 2. Page 2, line 16, by striking the words "alleged
4 deficiencies in performance of contracted duties".

S-3317 FILED - Ruled out of order 4/3 (815) BY LEONARD C. ANDERSEN
MARCH 12, 1975

S-3318

1 Amend Senate File 205 as follows:
2 1. Page 2, line 15, by striking the words "all
3 written and documented evidence of any".
4 2. Page 2, by striking line 16.
5 3. Page 2, line 17 by striking the words "has
6 allowed the teacher".

S-3318 FILED - Ruled out of order 4/3 (815) BY LEONARD C. ANDERSEN
MARCH 12, 1975

S-3319

1 Amend Senate File 205 as follows:
2 1. Page 2, line 16, by striking the word "and" and
3 inserting in lieu thereof a period ".".
4 2. Page 2, by striking lines 17 and 18.

S-3319 FILED - Ruled out of order 4/3 (815) BY LEONARD C. ANDERSEN
MARCH 12, 1975

SENATE FILE 205

S-3305

1 Amend Senate File 205, page 1 as follows:
2 1. Line 7, by striking the word "excluding"
3 and inserting in lieu thereof the word "including".
4 2. Line 18, by striking the words "when tendered,".
5 3. Line 19, by striking the words "and after it is
6 signed by the teacher the contract" and inserting in
7 lieu thereof the following "and teacher and".
8 4. Line 21, by inserting after the word "contract."
9 the sentence "The term of the contract shall not exceed
10 the ensuing school year.".

S-3305 FILED Withdrawn 3/26 (715) BY JAMES W. GRIFFIN, SR.
MARCH 10, 1975

SENATE FILE 205

S-3307

1 Amend Senate File 205 as follows:
2 1. Page 1, line 7, by striking the word "exclud-
3 ing" and inserting in lieu thereof the word "includ-
4 ing".
5 2. Page 1, line 35, by inserting after the word
6 "teacher." the sentence "If the contract with the
7 superintendent is being considered for termination
8 the board shall notify the superintendent.".
9 3. Page 3, lines 3 and 4, by striking the word
10 "superintendent" and inserting in lieu thereof the
11 words "board or its representative".
12 4. Page 1, line 18, by striking the words "when
13 tendered,".
14 5. Page 1, line 19, by striking the words "and
15 after it is signed by the teacher the contract" and
16 inserting in lieu thereof the following "and teacher
17 and".
18 6. Page 1, line 21, by inserting after the word
19 "contract." the sentence "The term of the contract
20 shall not exceed the ensuing school year.".

S-3307 FILED - Ruled out of order BY JAMES W. GRIFFIN, SR.
MARCH 11, 1975 4/3 (815)

SENATE FILE 205

S-3310

1 Amend Senate File 205, page 1, line 6, by insert-
2 ing after the word "district" the words ", the Iowa
3 Braille and Sight Saving School, the Iowa School for
4 the Deaf, the Training School for Boys, and the Train-
5 ing School for Girls,".

S-3310 FILED - Ruled out of order BY EARL M. WILLITS
MARCH 11, 1975 4/3 (815) ROBERT M. CARR

S-3372

1 Amend the Sovern amendment S-3362 to page 2 of
2 Senate File 205 by inserting on line 5 after the word
3 "performance," the words "insubordination, commission of
4 a felony, moral turpitude,".

S-3372 FILED - Ruled out of order BY C. JOSEPH COLEMAN
MARCH 25, 1975 4/3 (816)

S-3375

1 Amend the Sovern amendment S-3362 to page 2 of
2 Senate File 205 by striking line 9 and inserting in
3 lieu thereof the words "any other just cause affecting
4 performance".

S-3375 FILED - Ruled out of order BY ELIZABETH SHAW
MARCH 26, 1975 4/3 (816)

S-3377

1 Amend Senate File 205, page 2, line 18, by inserting
2 after the word "deficiencies" the words "and upon
3 written proof that assistance to help the teacher
4 correct deficiencies was given without satisfactory
5 results"

S-3377 FILED - Ruled out of order BY HILARIUS L. HEYING
MARCH 26, 1975 4/3 (816)

S-3378

1 Amend the Sovern et. al. amendment S-3362 to page 2
2 of Senate File 205 by inserting in line 10 after the
3 word "duties," the words "or reasons sufficient to
4 sustain the discharge of any teacher pursuant to
5 section two hundred seventy-nine point twenty-four
6 (279.24) of the Code,".

S-3378 FILED - Ruled out of order BY RICHARD R. RAMSEY
MARCH 26, 1975 4/3 (816)

S-3346

1 Amend S-3302 by the Committee on Education
2 amending Senate File 205 as follows:
3 1. Page 1, by striking lines 4 through 9 and
4 inserting in lieu thereof the following:
5 "2. Page 1, line 9 by striking the second
6 comma "," and inserting in lieu thereof a
7 period ".".
8 3. Page 1, line 10 by striking the words
9 "including sabbatical leaves and reim-
10 bursement for tuition".
11 4. Page 1, line 11, by striking the words
12 "for approved courses paid by the teacher.""
13 2. By renumbering the remaining paragraphs in
14 accordance with this amendment.

S-3346 FILED - Lost 3/25 (698) BY CALVIN O. HULTMAN
MARCH 24, 1975

S-3336

1 Amend Senate File 205 as follows:
2 1. Page 3, by striking lines 16 through 35,
3 inclusive.
4 2. Page 4, by striking lines 1 through 35,
5 inclusive, and inserting in lieu thereof the
6 following:
7 "6. A teacher may within thirty days after
8 notification by the board of discontinuance of the
9 contract appeal to the district court of the county
10 in which the administrative office of the school
11 district is located. No teacher shall have the
12 right to appeal the action of the board to terminate
13 a contract until after employment as a teacher for
14 three consecutive years by the school district, unless
15 the dismissal is for an alleged violation of a con-
16 stitutionally guaranteed right."

S-3336 FILED - Ruled out of order 4/3 (816)
MARCH 13, 1975

BY ROGER J. SHAFF
FORREST V. SCHWENGELS
ELIZABETH R. MILLER
IRVIN L. BERGMAN
DALE L. TIEDEN

S-3342

1 Amend S-3302 by the Committee on Education amend-
2 ing Senate File 205 as follows:
3 1. Page 1, line 33, by striking the words
4 "termination is for" and inserting in lieu thereof
5 the words "appeal is based upon".
6 2. Page 1, line 34, by inserting after the
7 word "right" the words "of the teacher".
8 3. Page 1, line 35, by inserting after the word
9 "rights" the words "of the teacher".

S-3342 FILED - Adopted 3/25 (700)
MARCH 14, 1975

BY ROBERT M. CARR

S-3345

1 Amend the Committee on Education amendment S-3302
2 to page 1 of Senate File 205, as follows:
3 1. Page 1, by striking lines 28 through 36 and
4 inserting in lieu thereof the following:
5 "10. Page 3, line 17, by inserting after the period
6 "." the following new sentence: "However, no teacher
7 shall have the right to appeal the action of the board
8 until after employment as a teacher for three consecutive
9 years by the school district, unless the appeal is based
10 upon an alleged violation of a constitutionally
11 guaranteed right of the teacher."
12 2. By renumbering the remaining sections in accordance
13 with this amendment.

S-3345 FILED - Lost 3/25 (699)
MARCH 24, 1975

BY RAY TAYLOR

S-3362

1 Amend Senate File 205 as follows:
2 1. Page 2, line 10, by striking the words
3 "for just" and inserting in lieu thereof the
4 following: ": Incompetency, persistent or
5 substantial neglect of duty, inadequate performance,
6 physical disability or sickness which interferes with
7 performance of duty as shown by competent medical
8 evidence and following one year's leave of absence,
9 or other just cause related to effective performance
10 of duties, or factors which require a reduction of
11 staff."
12 2. Page 2, by striking lines 11 and 12.

S-3362 FILED - Ruled out of order 4/3 (816)
MARCH 25, 1975

BY STEVE SOVERN
WILLARD R. HANSEN
PHILIP B. HILL
CLIFTON C. LAMBORN
JOAN ORR
RICHARD R. RAMSEY
JAMES M. REDMOND
ROGER J. SHAFF

S-3364

1 Amend Senate File 205, page 1, line 6, by
2 inserting after the word "certificated" the words
3 "or licensed".

S-3364 FILED - Ruled out of order 4/3 (816)
MARCH 25, 1975

BY EARL M. WILLITS

S-3365

1 Amend the Sovern et al. amendment S-3362 to Senate
2 File 205, line 10, by inserting after the word
3 "reduction" the words "or realignment".

S-3365 FILED - Ruled out of order 4/3 (816)
MARCH 25, 1975

BY ROGER J. SHAFF

S-3366

1 Amend the Sovern amendment S-3362 to page 2 of
2 Senate File 205 by inserting on line 4 after the word
3 "performance," the words "insubordination, commission of
4 a felony, moral turpitude,".

S-3366 FILED - Ruled out of order 4/3 (816)
MARCH 25, 1975

BY C. JOSEPH COLEMAN

S-3369

1 Amend Senate File 205 as follows:
2 1. Page 2, line 6, by striking the word
3 "February" and inserting in lieu thereof the
4 word "March".
5 2. Page 3, line 15, by striking the words
6 "March twentieth" and inserting in lieu thereof
7 the words "April fifteenth".

S-3369 FILED - Lost 3/26 (716)
MARCH 25, 1975

BY RAY TAYLOR

S-3367

DIV.A

Amend the Committee amendment S-3302 to Senate File 205 as follows:

1. Page 1, by inserting after line 36 the following amendments:

"____. Page 3, by striking lines 22 and 23 and inserting in lieu thereof the words "shall be sent".

____. Page 3, line 24, by striking the words "also sent".

____. Page 3, line 25, by inserting after the period the words "Within five days following receipt by the secretary of the notice of appeal, the board or its legal representative if any and the teacher or his representative if any may select an arbitrator who resides within the boundaries of the merged area in which the school district is located. If an arbitrator cannot be mutually agreed upon within the five-day period, notice of appeal shall be sent by the teacher by certified mail to the chairman of the public employment relations board."

DIV.B

2. Page 1, line 41, by striking the word "five" and inserting in lieu thereof the word "three".

DIV.A

3. By renumbering the remaining amendments in accordance with this amendment.

S-3367 FILED
MARCH 25, 1975
DIVISION A ADOPTED (702)
DIVISION B WITHDRAWN (702)

BY STEVE SOVERN
GEORGE R. KINLEY
CLIFTON C. LAMBORN
ROBERT M. CARR

S-3368

Amend the Sovern amendment S-3362 to page 2 of Senate File 205 by inserting on line 6 after the word "physical" the words "or mental".

S-3368 FILED - Ruled out of order 4/3 (816)
MARCH 25, 1975

BY JAMES M. REDMOND

S-3370

Amend the Sovern et. al. amendment S-3362 to page 2 of Senate File 205 by striking the words "related to effective performance of duties" on lines 9 and 10 and inserting in lieu thereof the words "sufficient to sustain the discharge of any teacher pursuant to section two hundred seventy-nine point twenty-four (279.24) of the Code".

S-3370 FILED - Ruled out of order 4/3 (816)
MARCH 25, 1975

BY RICHARD R. RAMSEY

S-3371

Amend the committee on education amendment S-3302 to Senate File 205, page 1, line 32, by inserting after the word "appeal" the words "to an arbitrator".

S-3371 FILED AND ADOPTED (699)
MARCH 25, 1975

BY STEVE SOVERN

S-3350

1 Amend Senate File 205 as follows:
2 1. Page 4, by inserting after line 14, the follow-
3 ing:
4 "Sec. 2 NEW SECTION. For certificated school
5 employees employed under contracts which do not con-
6 form to the normal school year, all provisions of this
7 Act shall apply, except that the date and time re-
8 quirements will be as follows:
9 1. A contract shall not be offered by the em-
10 ploying board to a teacher under its jurisdiction
11 prior to 90 calendar days before expiration of the
12 existing contract. The teacher shall have no less
13 than 21 days to sign the contract and return it to
14 the employing board. The teacher may file a written
15 resignation with the secretary of the board of direc-
16 tors on or before 15 calendar days before the con-
17 tract's expiration.
18 2. Within five days following school board action
19 to consider terminating a teacher's contract, but
20 no later than 105 calendar days before the expiration
21 date of the current contract, the teacher shall be
22 notified in writing, either by receipted personal
23 service or mailed by certified mail, that the board
24 has voted to consider termination of the contract.
25 3. Following the board's final action to terminate,
26 the secretary of the board shall mail to the teacher
27 notices of the board's action by certified mail,
28 which shall be mailed promptly, and not later than
29 70 calendar days before the expiration date of the
30 current contract."
31 2. Renumber the remaining sections in accord-
32 ance with this amendment.

S-3350 FILED - Ruled out of order BY EARL M. WILLITS
MARCH 24, 1975 4/3 (816)

S-3351

1 Amend S-3302 to Senate File 205 as follows:
2 1. Page 1, line 41, by striking the word "five"
3 and inserting in lieu thereof the word "three".
4 2. Page 1, line 47, by inserting after the period
5 "." the following:
6 "The party having the right to remove the first
7 name shall do so within two days of receipt of the
8 list and the second party shall have one additional
9 day to remove one of the two remaining names."

S-3351 FILED - Adopted 3/25 (701) BY EARL M. WILLITS
MARCH 24, 1975

S-3353

1 Amend the committee on education amendment S-3302
2 to Senate File 205, page 1, line 33, by inserting
3 after the word "section" the words "to an arbitrator".

S-3353 FILED - N.D. 3/25 (699) BY STEVE SOVERN
MARCH 24, 1975

Hse Ed. 4/14 Pass per 3651 4/24/75
Rptd " " 1/12/76, " " 5285 2/19/76

SENATE FILE 205

By CARR, HANSEN, MURRAY, ROBINSON, WILLITS, PALMER, KINLEY and GLUBA

(AS AMENDED AND PASSED BY THE SENATE - April 3, 1975)

Passed Senate, per House amendment, Date 5-11-76 (1889) Passed House, Date 5-6-76 (p. 2492)

Vote: Ayes 32 Nays 10 Vote: Ayes 88 Nays 5

Approved May 21, 1976

A BILL FOR

An Act relating to the issuance, continuation, and termination of teachers' contracts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

_____ New language by the Senate

S.F. 205 H.F. _____

1 Section 1. Section two hundred seventy-nine point
2 thirteen (279.13), Code 1975, is amended by striking
3 the section and inserting in lieu thereof the
4 following:
5 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC CONTIN-
6 UATION.
7 1. Contracts with teachers, which for the purpose
8 of this section means all certificated employees of
9 a school district, shall be in
10 writing and shall state the number of contract days,
11 the annual compensation to be paid, and any other
12 matters as may be mutually agreed upon, including
13 but not limited to sabbatical leaves and reimbursement
14 for tuition paid by the teacher
15 for approved courses. The contract
16 is invalid if the teacher is under contract with
17 another board of directors to teach during the same
18 time period until a release from the other contract
19 is achieved. The contract shall be signed by the
20 president when tendered, and after it is signed by
21 the teacher the contract shall be filed with the
22 secretary of the board before the teacher enters into
23 performance under the contract.
24 2. If the teacher has been employed at least
25 two years as a teacher, the contract shall remain in force
26 and effect
27 for the period stated in the contract and shall be
28 automatically continued for equivalent periods except
29 as modified or terminated by mutual agreement of the
30 board of directors and the teacher or as terminated
31 in accordance with the provisions specified in this
32 chapter. A contract shall not be offered by the
33 employing board to a teacher under its jurisdiction
34 prior to March first of any year, nor be required
35 to be signed by the teacher and returned to the board

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less than twenty-one days after being offered. On or before May fifteenth of each year, the teacher may file a written resignation with the secretary of the board of directors.

3. The board, following the recommendation of the superintendent to consider termination, by a majority vote, may consider terminating the contract with the teacher. If such action is taken, the following procedure shall be followed. Within five days following school board action to consider terminating a teacher's contract, but no later than February fifteenth, the teacher shall be notified in writing, either by receipted personal service or mailed by certified mail, that the board has voted to consider termination of the contract. If the notice has been by certified mail, the notice shall be complete upon mailing. The letter shall state the specific reasons for considering the termination, which shall be: Incompetency, persistent or substantial neglect of duty, inadequate performance, physical or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following one year's leave of absence, any other just cause affecting performance of duties, or factors which require a reduction of staff. However, a notice of intent to terminate shall not be issued until a member of the school administrative staff has provided the teacher with all written and documented evidence of any alleged deficiencies in performance of contracted duties and has allowed the teacher reasonable time to correct the deficiencies.

The teacher's complete personnel file shall be available, which file shall contain a record of all periodic reviews between the teacher and appropriate

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1 supervisors. In any termination proceeding note shall
2 be taken of the teacher's complete personnel file in
3 addition to those items specifically relating to the
4 cause for termination.
5 4. Within five days following receipt of the
6 written notice that the board has voted to consider
7 termination of a contract, the teacher may request
8 in writing to the secretary of the board a private
9 conference with the board. The private conference
10 shall not be subject to chapter twenty-eight A (28A)
11 of the Code and shall be held no sooner than ten days
12 and no later than twenty days following the receipt
13 of the request. The secretary of the board shall
14 notify the teacher in writing of the date, time and
15 location of the private conference. The conference
16 shall be attended by members of the board and their
17 legal representatives if any, the superintendent or
18 his representative, the teacher and his representatives
19 if any, and the teacher's immediate supervisor. The
20 discussion at the conference shall be limited to the
21 specific reasons stated in the notice to consider
22 termination. Any material removed from the teacher's
23 personnel file or other material to be introduced
24 at the conference shall be provided the teacher no
25 less than five days preceding the conference. No
26 school board member shall be liable for any damages
27 to any teacher if any statement at the conference
28 is determined to be erroneous as long as the statement
29 was made in good faith.
30 5. Within three days following the conference,
31 the superintendent shall make a written recommendation
32 to the board. However, if the conference was held to
33 consider terminating the contract of the superintendent,
34 a representative of the board shall make a written
35 recommendation to the board and the superintendent

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1 shall not make a written recommendation to the board.
2 Within three days after the conference,
3 the teacher may send a statement in writing to the
4 board members. The school board shall meet within
5 five days after the private conference is held, or
6 after the time has passed to request a private
7 conference, to determine the continuance or
8 discontinuance of the contract. The board action
9 shall be by roll call vote. A complete record of
10 the meeting to determine the continuance or
11 discontinuance of the contract shall be kept and made
12 available to the teacher. The secretary of the board
13 shall mail to the teacher notices of the board's
14 action by certified mail, which shall be mailed
15 promply, and not later than March twentieth.
16 6. If the teacher has been employed at
17 least two years as a teacher, the teacher may appeal the
18 action of the board
19 to terminate a contract. However, no teacher who
20 has been employed by each board of directors as a
21 teacher for less than two consecutive school years
22 shall have the right to appeal a
23 termination of employment under this section unless
24 the appeal is based upon an alleged violation of a
25 constitutionally guaranteed right of the teacher or
26 an alleged violation of public employee rights of
27 the teacher under section twenty point ten (20.10)
28 of the Code. A teacher's first two years of employment
29 is probationary and the teacher's employment may
30 be terminated by the school board upon sixty days
31 notice by certified mail to the teacher prior to the
32 termination of the contract. A probationary teacher
33 may also be terminated under the provisions of section
34 two hundred seventy-nine point twenty-four (279.24) of
35 the Code. In case of the termination of employment

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or discharge of a teacher under the provisions of either this section or section two hundred seventy-
3 nine point twenty-four (279.24) of the Code, the
4 teacher may appeal the decision to an arbitrator
5 within twenty days. The notice of appeal shall be
6 sent to the secretary of the board whose decision
7 is being appealed. Within five days following receipt
8 by the secretary of the notice of appeal, the board
9 or its legal representative if any and the teacher
10 or his representative if any may select an arbitrator
11 who resides within the boundaries of the merged area
12 in which the school district is located. If an
13 arbitrator cannot be mutually agreed upon within the
14 five-day period, notice shall be sent by the secretary
15 of the board to the chairman of the public employment
16 relations board by certified mail. Within ten days
17 following receipt of the notice, the chairman of the
18 public employment relations board shall submit to
19 the school board and the teacher a list of three names
20 of available arbitrators from lists maintained by
21 the public employee relations board. The school board
22 and the teacher shall remove names from the list until
23 only one name remains, and that person shall serve
24 as the arbitrator. The party entitled to remove the
25 first name shall be determined by lot. The party
26 having the right to remove the first name shall do
27 so within two days of receipt of the list and the
28 second party shall have one additional day to remove
29 one of the two remaining names. The secretary of
30 the board shall inform the chairman of the public
31 employee relations board of the name of the arbitrator
32 selected. Within ten days following the selection,
33 the arbitrator shall request in writing from the
34 secretary of the board of the school district all
35 records and transcripts of the proceedings relating

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1 to the termination of the teacher's contract. The
2 records and transcripts shall be delivered to the
3 arbitrator within five days after the secretary
4 receives the request. The arbitrator shall send
5 written notice to the teacher and the board of the
6 school district of the date, time, and location of
7 the hearing. The arbitrator shall hear the matter
8 de novo and shall take testimony at a time and place
9 set by the arbitrator, but no later than thirty days
10 following receipt of the appeal by the chairman of
11 the public employment relations board. The arbitrator
12 may subpoena witnesses and documents, and shall render
13 a judgment on the appeal within ten days following
14 the hearing. The arbitrator may reinstate the teacher
15 and award back pay except that superintendents,
16 principals and others whose duties are preponderantly
17 administrative in nature shall not be reinstated
18 to the same or a similar position. In the latter
19 case an award of damages may be made to compensate
20 for any salary differential between the former and
21 the reinstated position. A complete transcript of the
22 arbitrator's hearings shall be kept and made available
23 upon request by the interested parties. A copy of
24 the judgment shall be sent by certified mail to the
25 teacher and school board secretary. All costs of
26 the appeal shall be shared by the teacher and school
27 board.
28 7. All contracts with superintendents, assistant
29 superintendents, principals, and assistant principals
30 shall be subject to the provisions of this section
31 and section two hundred seventy-nine point twenty-
32 four (279.24) of the Code.
33 Sec. 2. Section two hundred seventy-nine point
34 twenty-four (279.24), Code 1975, is amended by striking
35 the section and inserting in lieu thereof the

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following:

279.24 DISCHARGE OF TEACHER. The board may, by a majority vote, discharge any teacher for incompetency, persistent or substantial neglect of duty, or any other just cause. Prior to the discharge, the board shall conduct a complete and impartial investigation of the specific reasons for the action, and shall allow the teacher and his representatives to be present and make a defense. A record of the meeting shall be made and kept. Following the board decision to discharge the teacher, the teacher shall be notified promptly in writing, stating the specific reasons for the action.

Within twenty days following receipt of the decision of the board, the teacher may appeal the decision following the procedure stated in section two hundred seventy-nine point thirteen (279.13) of the Code. However, the board may suspend the teacher, with or without pay, on the day following its decision to discharge, with the suspension remaining in force and effect until a final decision is rendered by an arbitrator.

EXPLANATION

This bill revises the continuing contracts law for teachers. It provides that contracts will state provisions for sabbatical leaves and tuition reimbursement as well as agreements negotiated under the collective bargaining law.

Contracts cannot be offered until March first and the teacher must have at least twenty-one days to return the contract. Teachers may submit resignations until June fifteenth.

Procedure is outlined for termination of a teacher's contract which includes: notice of intent not to renew by the board; holding a private conference with the teacher,

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the board, and the superintendent; recommendation of the superintendent; determination by the board of continuance or discontinuance; and appeal by the teacher to an arbitrator.

The bill also redefines the reasons for which a teacher may be discharged.

Superintendents are not included in the definition of teacher.

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1 Amend the House amendment, S-5745 to Senate File
2 205, as amended, passed, and reprinted by the Senate
3 as follows:
4 1. Page 1, by striking line 5 through page
5 8 and inserting in lieu thereof the fol-
6 lowing:
7 "Section 1. Section twenty point nine (20.9),
8 unnumbered paragraph one (1), Code 1975, is amended
9 to read as follows:
10 The public employer and the employee organization
11 shall meet at reasonable times, including meetings
12 reasonably in advance of the public employer's budget-
13 making process, to negotiate in good faith with respect
14 to wages, hours, vacations, insurance, holidays,
15 leaves of absence, shift differentials, overtime
16 compensation, supplemental pay, seniority, transfer
17 procedures, job classifications, health and safety
18 matters, evaluation procedures, procedures for staff
19 reduction, in-service training and other matters
20 mutually agreed upon. Public employees employed by
21 a school district, area education agency, or area
22 school and the respective board of directors shall
23 also negotiate in good faith with respect to the
24 issuance, continuation, and termination of teacher
25 contracts and discharge of teachers. Negotiations
26 shall also include terms authorizing dues checkoff
27 for members of the employee organization and grievance
28 procedures for resolving any questions arising under
29 the agreement, which shall be embodied in a written
30 agreement and signed by the parties. If an agreement
31 provides for dues checkoff, a member's dues may be
32 checked off only upon the member's written request
33 and the member may terminate the dues checkoff at
34 any time by giving thirty days' written notice. Such
35 obligation to negotiate in good faith does not compel
36 either party to agree to a proposal or make a
37 concession.
38 Sec. 2. Section two hundred seventy-nine point
39 thirteen (279.13), Code 1975, is amended by adding
40 the following new unnumbered paragraph as unnumbered
41 paragraph one (1):
42 NEW UNNUMBERED PARAGRAPH. If a collective
43 bargaining agreement has been negotiated under the
44 provisions of chapter twenty (20) of the Code, the
45 provisions of this section shall not be applicable
46 to teachers.
47 Sec. 3. Section two hundred seventy-nine point
48 twenty-four (279.24), Code 1975, is amended by adding
49 the following new unnumbered paragraph as unnumbered
50 paragraph one (1):

PAGE 2

1 NEW UNNUMBERED PARAGRAPH. If a collective
2 bargaining agreement has been negotiated under the
3 provisions of chapter twenty (20) of the Code, the
4 provisions of this section shall not be applicable
5 to teachers."

S-5748 FILED & LOST (1886)
MAY 11, 1976

BY CALVIN O. HULTMAN
W. R. RABEDEAUX

S-5749

1 Amend the House amendment, S-5745, to Senate
2 File 205, as amended, passed and reprinted by the
3 Senate as follows:
4 1. Page 6, line 36, by striking the word
5 "make" and inserting in lieu thereof the word "render".
6 2. Page 6, by striking lines 38 through 48 and
7 inserting in lieu thereof the following:
8 "the board. Such decision shall be final unless
9 appealed to the district court pursuant to the pro-
10 visions of subsection eight (8) of this section."
11 3. Page 7, by striking lines 1 through 4 and in-
12 serting in lieu thereof the following:
13 "The adjudicator's decision may be appealed to
14 the district court by either party to it and must be
15 filed within twenty (20) days of the date of the render-
16 ing of the decision in the district court of the county
17 in which the".

S-5749 FILED & LOST (1887) BY RICHARD R. RAMSEY

S-5753

1 Amend the corrected House Amendment, S-5745, to
2 Senate File 205, as follows:
3 1. Page 2, by inserting after line 20, the
4 following new paragraph:
5 "For the purpose of this section, "just cause"
6 includes:
7 a. incompentency,
8 b. persistent or substantial neglect of duty,
9 c. inadequate performance,
10 d. physical or mental disability or sickness which
11 interferes with performance of duty as shown by com-
12 petent medical evidence and following a leave of
13 absence of one year,
14 e. other just cause affecting performance of
15 duties, or
16 f. factors which require a reduction of staff."
17 2. Page 8, by inserting after line 40, the following
18 new paragraph:
19 "For the purpose of this section, "just cause"
20 shall include those reasons enumerated in section two
21 hundred seventy-nine point thirteen (279.13) of
22 the Code, as amended by this Act. However, before
23 a teacher may be discharged, an additional specific
24 finding must be made by the board that retention of
25 the teacher will have a substantial adverse effect
26 upon the educational process where the teacher is
27 employed or that the teacher will be unable to perform
28 contracted duties."

S-5753 FILED & LOST (1887)
MAY 11, 1976 BY RICHARD R. RAMSEY

CORRECTED HOUSE AMENDMENT TO
SENATE FILE 205

S-5745

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, by striking everything
3 after the enacting clause and inserting in lieu
4 thereof the following:
5 "Section 1. Section two hundred seventy-nine point
6 thirteen (279.13), Code 1975, is amended by striking
7 the section and inserting in lieu thereof the follow-
8 ing:
9 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC
10 CONTINUATION.
11 1. Contracts with teachers, which for the purpose
12 of this section means all certificated employees of
13 a school district and nurses employed by the board,
14 excluding superintendents, assistant superintendents,
15 principals, and assistant principals, shall be in
16 writing and shall state the number of contract days,
17 the annual compensation to be paid, and any other
18 matters as may be mutually agreed upon. The contract
19 may include employment for a term not exceeding the
20 ensuing school year, except as otherwise authorized.
21 The contract is invalid if the teacher is under
22 contract with another board of directors to teach
23 during the same time period until a release from the
24 other contract is achieved. The contract shall be
25 signed by the president of the board when tendered,
26 and after it is signed by the teacher, the contract
27 shall be filed with the secretary of the board before
28 the teacher enters into performance under the contract.
29 2. The contract shall remain in force and effect
30 for the period stated in the contract and shall be
31 automatically continued for equivalent periods except
32 as modified or terminated by mutual agreement of the
33 board of directors and the teacher or as terminated
34 in accordance with the provisions specified in this
35 chapter. A contract shall not be offered by the
36 employing board to a teacher under its jurisdiction
37 prior to March fifteenth of any year. A teacher who
38 has not accepted a contract for the ensuing school
39 year tendered by the employing board may resign
40 effective at the end of the current school year by
41 filing a written resignation with the secretary of
42 the board. The resignation must be filed not later
43 than the last day of the current school year or the
44 date specified by the employing board for return of
45 the contract, whichever date occurs first. However,
46 a teacher shall not be required to return a contract
47 to the board or to resign less than twenty-one days
48 after the contract has been offered.
49 3. The board shall establish evaluation criteria
50 and shall implement evaluation procedures. If an

exclusive bargaining representative has been certified, the board shall negotiate in good faith with respect to evaluation procedures pursuant to chapter twenty (20) of the Code.

4. The superintendent or the superintendent's designee shall notify the teacher not later than March fifteenth that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not later than March thirty-first that the teacher's continuing contract be terminated effective at the end of the current school year.

5. Such notification shall be in writing and shall be personally delivered to the teacher, or mailed by certified mail. The notification shall be complete when received by the teacher. The notification and the recommendation to terminate shall contain a short and plain statement of the reasons, which shall be for just cause, why the recommendation is being made. The notification shall be given at or before the time the recommendation is given to the board.

As a part of the termination proceedings, the teacher's complete personnel file of employment by that board shall be available to the teacher, which file shall contain a record of all periodic evaluations between the teacher and appropriate supervisors.

Within five days of the receipt of the written notice that the superintendent is recommending termination of the contract, the teacher may request, in writing to the secretary of the board, a private hearing with the board. The private hearing shall not be subject to chapter twenty-eight A (28A) of the Code and shall be held no sooner than ten days and no later than twenty days following the receipt of the request unless the parties otherwise agree. The secretary of the board shall notify the teacher in writing of the date, time, and location of the private hearing, and at least five days before the hearing shall also furnish to the teacher any documentation which may be presented to the board at the private hearing and a list of persons who may address the board in support of the superintendent's recommendation at the private hearing. At least three days before the hearing, the teacher shall provide any documentation he or she expects to present at the private hearing, along with the names of any persons who may address the board on behalf of the teacher. This exchange of information shall be at the time specified unless otherwise agreed.

6. The participants at the private hearing shall be at least a majority of the members of the board,

their legal representatives, if any, the superintendent, the superintendent's designated representatives, if any, the teacher's immediate supervisor, the teacher, the teacher's representatives, if any, and the witnesses for the parties. The evidence at the private hearing shall be limited to the specific reasons stated in the superintendent's notice of recommendation of termination. No participant in the hearing shall be liable for any damages to any person if any statement at the hearing is determined to be erroneous as long as the statement was made in good faith. The superintendent shall present evidence and argument on all issues involved and the teacher may cross-examine, respond and present evidence and argument in his or her behalf relevant to all issues involved. Evidence may be by stipulation of the parties and informal settlement may be made by stipulation, consent, or default or by any other method agreed upon by the parties in writing. The board shall employ a certified shorthand reporter to keep a record of the private hearing. The proceedings or any part thereof shall be transcribed at the request of either party with the expense of transcription charged to the requesting party.

The presiding officer of the board may administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal or civil jurisdiction. The board shall cause subpoenas to be issued for such witnesses and the production of such books and papers as either the board or the teacher may designate. The subpoenas shall be signed by the presiding officer of the board.

In case a witness is duly subpoenaed and refuses to attend, or in case a witness appears and refuses to testify or to produce required books or papers, the board shall, in writing, report such refusal to the district court of the county in which the administrative office of the school district is located, and the court shall proceed with the person or witness as though the refusal had occurred in a proceeding legally pending before the court.

The board shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but it shall hold the hearing in such manner as is best suited to ascertain and conserve the substantial rights of the parties. Process and procedure under this section shall be as summary as reasonably may be.

At the conclusion of the private hearing, the superintendent and the teacher may file written briefs

and arguments with the board within three days or such other time as may be agreed upon.

If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation, which determination in that case shall be not later than April tenth, or not later than five days after the scheduled date for the private hearing, whichever is applicable. The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract.

Within five days after the private hearing, the board shall, in executive session, meet to make a final decision upon the recommendation and the evidence as herein provided. The board shall also consider any written brief and arguments submitted by the superintendent and the teacher.

The record for a private hearing shall include:

a. All pleadings, motions and intermediate rulings.

b. All evidence received or considered and all other submisions.

c. A statement of all matters officially noticed.

d. All questions and offers of proof, objections and rulings thereon.

e. All findings and exceptions.

f. Any decision, opinion, or conclusion by the board.

g. Findings of fact shall be based solely on the evidence in the record and on matters officially noticed in the record.

The decision of the board shall be in writing and shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts and supporting the findings. Each conclusion of law shall be supported by cited authority or by reasoned opinion.

When the board has reached a decision, opinion, or conclusion, it shall convene in open meeting and by roll call vote determine the continuance or discontinuance of the teacher's contract. The record of the private conference and findings of fact and exceptions shall be exempt from the provisions of chapter sixty-eight A (68A) of the Code. The secretary of the board shall immediately mail notice of the board's action to the teacher.

7. If the teacher is no longer a probationary teacher, the teacher may, within ten days, appeal

the determination of the board to an adjudicator by filing a notice of appeal with the secretary of the board. The notice of appeal shall contain a concise statement of the action which is the subject of the appeal, the particular board action appealed from, the grounds on which relief is sought and the relief sought.

Within five days following receipt by the secretary of the notice of appeal, the board or the board's legal representative, if any, and the teacher or the teacher's representative, if any, may select an adjudicator who resides within the boundaries of the merged area in which the school district is located. If an adjudicator cannot be mutually agreed upon within the five-day period, the secretary shall notify the chairperson of the public employment relations board by transmitting the notice of appeal, and the chairperson of the public employment relations board shall within five days provide a list of five adjudicators to the parties. Within three days from receipt of the list of adjudicators, the parties shall select an adjudicator by alternately removing a name from the list until only one name remains. The person whose name remains shall be the adjudicator. The parties shall determine by lot which party shall remove the first name from the list submitted by the chairperson of the public employment relations board. The secretary of the board shall inform the chairperson of the public employee relations board of the name of the adjudicator selected.

If the teacher does not timely request an appeal to an adjudicator the decision, opinion, or conclusion of the board shall become final and binding.

Within thirty days after filing the notice of appeal, or within further time allowed by the adjudicator, the board shall transmit to the adjudicator the original or a certified copy of the entire record of the private hearing which may be the subject of the petition. By stipulation of the parties to review the proceedings, the record of the case may be shortened. The adjudicator may require or permit subsequent corrections or additions to the shortened record.

The record certified and filed by the board shall be the record upon which the appeal shall be heard and no additional evidence shall be heard by the adjudicator. In such appeal to the adjudicator, especially when considering the credibility of witnesses, the adjudicator shall give weight to the fact findings of the board; but shall not be bound

by them.

Before the date set for hearing a petition for review of board action, which shall be within ten days after receipt of the record unless otherwise agreed or unless the adjudicator orders additional evidence be taken before the board, application may be made to the adjudicator for leave to present evidence in addition to that found in the record of the case. If it is shown to the adjudicator that the additional evidence is material and that there were good reasons for failure to present it in the private hearing before the board, the adjudicator may order that the additional evidence be taken before the board upon conditions determined by the adjudicator. The board may modify its findings and decision in the case by reason of the additional evidence and shall file that evidence and any modifications, new findings, or decisions, with the adjudicator and mail copies of the new findings or decisions to the teacher.

The adjudicator may affirm board action or remand to the board for further proceedings. The adjudicator shall reverse, modify, or grant any appropriate relief from the board action if substantial rights of the teacher have been prejudiced because the board action is:

a. In violation of a board rule or policy or contract; or

b. Unsupported by a preponderance of the competent evidence in the record made before the board when that record is viewed as a whole; or

c. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

The adjudicator shall, within fifteen days after the hearing, make a decision and shall give a copy of the decision to the teacher and the secretary of the board. The decision of the adjudicator shall become the final and binding decision of the board unless either party within ten days notifies the secretary of the board that the decision is rejected. The board may reject the decision by majority vote, by roll call, in open meeting and entered into the minutes of the meeting. The board shall immediately notify the teacher of its decision by certified mail. The teacher may reject the adjudicator's decision by notifying the board's secretary in writing within ten days of the filing of such decision.

All costs of the adjudicator shall be shared equally by the teacher and the board.

8. If either party rejects the adjudicator's decision, the rejecting party shall, within thirty days of the initial filing of such decision, appeal to the district court of the county in which the administrative office of the school district is located. The notice of appeal shall be immediately mailed by certified mail to the other party. The adjudicator shall transmit to the reviewing court the original or a certified copy of the entire record which may be the subject of the petition. By stipulation of all parties to the review proceedings, the record of such a case may be shortened. A party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional cost. The court may require or permit subsequent corrections or additions to the shortened record.

In proceedings for judicial review of the adjudicator's decision, the court shall not hear any further evidence but shall hear the case upon the certified record. In such judicial review, especially when considering the credibility of witnesses, the court shall give weight to the fact findings of the board; but shall not be bound by them. The court may affirm the adjudicator's decision or remand to the adjudicator or the board for further proceedings upon conditions determined by the court. The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator's decision equitable or legal and including declaratory relief if substantial rights of the petitioner have been prejudiced because the action is:

a. In violation of constitutional or statutory provisions; or

b. In excess of the statutory authority of the board or the adjudicator; or

c. In violation of a board rule or policy or contract; or

d. Made upon unlawful procedure; or

e. Affected by other error of law; or

f. Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole; or

g. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

An aggrieved or adversely affected party to the judicial review proceeding may obtain a review of any final judgment of the district court by appeal to the supreme court. The appeal shall be taken as

in other civil cases, although the appeal may be taken regardless of the amount involved.

9. The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

In the case of the termination of a probationary teacher's contract, the provisions of subsections four (4), five (5), and six (6), of this section shall apply.

The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

Sec. 2. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. A teacher may be discharged at any time during the contract year for just cause. The superintendent or the superintendent's designee, shall notify the teacher immediately that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not more than fifteen days after notification has been given to the teacher that the teacher's continuing contract be terminated effective immediately following a decision of the board. The procedure for dismissal shall be as provided in subsections five (5) through nine (9) of section two hundred seventy-nine point thirteen (279.13) of the Code. The superintendent may suspend a teacher under this section pending hearing and determination by the board."

S-5745 FILED
MAY 11, 1976

RECEIVED FROM THE HOUSE
Senate concurred 5/11 (1889)

S-5731

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, by striking everything
3 after the enacting clause and inserting in lieu
4 thereof the following:
5 1. Page 1, by striking lines 5 through 50 and
6 inserting in lieu thereof the following:
7 "Section 1. Section two hundred seventy-nine point
8 thirteen (279.13), Code 1975, is amended by striking
9 the section and inserting in lieu thereof the follow-
10 ing:
11 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC
12 CONTINUATION.
13 1. Contracts with teachers, which for the purpose
14 of this section means all certificated employees of
15 a school district and nurses employed by the board,
16 excluding superintendents, assistant superintendents,
17 principals, and assistant principals, shall be in
18 writing and shall state the number of contract days,
19 the annual compensation to be paid, and any other
20 matters as may be mutually agreed upon. The contract
21 may include employment for a term not exceeding the
22 ensuing school year, except as otherwise authorized.
23 The contract is invalid if the teacher is under
24 contract with another board of directors to teach
25 during the same time period until a release from the
26 other contract is achieved. The contract shall be
27 signed by the president of the board when tendered,
28 and after it is signed by the teacher, the contract
29 shall be filed with the secretary of the board before
30 the teacher enters into performance under the contract.
31 2. The contract shall remain in force and effect
32 for the period stated in the contract and shall be
33 automatically continued for equivalent periods except
34 as modified or terminated by mutual agreement of the
35 board of directors and the teacher or as terminated
36 in accordance with the provisions specified in this
37 chapter. A contract shall not be offered by the
38 employing board to a teacher under its jurisdiction
39 prior to March fifteenth of any year. A teacher who
40 has not accepted a contract for the ensuing school
41 year tendered by the employing board may resign
42 effective at the end of the current school year by
43 filing a written resignation with the secretary of
44 the board. The resignation must be filed not later
45 than the last day of the current school year or the
46 date specified by the employing board for return of
47 the contract, whichever date occurs first. However,
48 a teacher shall not be required to return a contract
49 to the board or to resign less than twenty-one days
50 after the contract has been offered.

3. The board shall establish evaluation criteria and shall implement evaluation procedures. If an exclusive bargaining representative has been certified, the board shall negotiate in good faith with respect to evaluation procedures pursuant to chapter twenty (20) of the Code.

4. The superintendent or the superintendent's designee shall notify the teacher not later than March fifteenth that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not later than March thirty-first that the teacher's continuing contract be terminated effective at the end of the current school year.

5. Such notification shall be in writing and shall be personally delivered to the teacher, or mailed by certified mail. The notification shall be complete when received by the teacher. The notification and the recommendation to terminate shall contain a short and plain statement of the reasons, which shall be for just cause, why the recommendation is being made. The notification shall be given at or before the time the recommendation is given to the board.

As a part of the termination proceedings, the teacher's complete personnel file of employment by that board shall be available to the teacher, which file shall contain a record of all periodic evaluations between the teacher and appropriate supervisors.

Within five days of the receipt of the written notice that the superintendent is recommending termination of the contract, the teacher may request, in writing to the secretary of the board, a private hearing with the board. The private hearing shall not be subject to chapter twenty-eight A (28A) of the Code and shall be held no sooner than ten days and no later than twenty days following the receipt of the request unless the parties otherwise agree. The secretary of the board shall notify the teacher in writing of the date, time, and location of the private hearing, and at least five days before the hearing shall also furnish to the teacher any documentation which may be presented to the board at the private hearing and a list of persons who may address the board in support of the superintendent's recommendation at the private hearing. At least three days before the hearing, the teacher shall provide any documentation he or she expects to present at the private hearing, along with the names of any persons who may address the board on behalf of the teacher. This exchange of information shall be at the time specified unless otherwise agreed.

6. The participants at the private hearing shall be at least a majority of the members of the board, their legal representatives, if any, the superintendent, the superintendent's designated representatives, if any, the teacher's immediate supervisor, the teacher, the teacher's representatives, if any, and the witnesses for the parties. The evidence at the private hearing shall be limited to the specific reasons stated in the superintendent's notice of recommendation of termination. No participant in the hearing shall be liable for any damages to any person if any statement at the hearing is determined to be erroneous as long as the statement was made in good faith. The superintendent shall present evidence and argument on all issues involved and the teacher may cross-examine, respond and present evidence and argument in his or her behalf relevant to all issues involved. Evidence may be by stipulation of the parties and informal settlement may be made by stipulation, consent, or default or by any other method agreed upon by the parties in writing. The board shall employ a certified shorthand reporter to keep a record of the private hearing. The proceedings or any part thereof shall be transcribed at the request of either party with the expense of transcription charged to the requesting party.

The presiding officer of the board may administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal or civil jurisdiction. The board shall cause subpoenas to be issued for such witnesses and the production of such books and papers as either the board or the teacher may designate. The subpoenas shall be signed by the presiding officer of the board.

In case a witness is duly subpoenaed and refuses to attend, or in case a witness appears and refuses to testify or to produce required books or papers, the board shall, in writing, report such refusal to the district court of the county in which the administrative office of the school district is located, and the court shall proceed with the person or witness as though the refusal had occurred in a proceeding legally pending before the court.

The board shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but it shall hold the hearing in such manner as is best suited to ascertain and conserve the substantial rights of the parties. Process and procedure under this section shall be as summary as reasonably may be.

At the conclusion of the private hearing, the superintendent and the teacher may file written briefs and arguments with the board within three days or such other time as may be agreed upon.

If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation, which determination in that case shall be not later than April tenth, or not later than five days after the scheduled date for the private hearing, whichever is applicable. The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract.

Within five days after the private hearing, the board shall, in executive session, meet to make a final decision upon the recommendation and the evidence as herein provided. The board shall also consider any written brief and arguments submitted by the superintendent and the teacher.

The record for a private hearing shall include:

a. All pleadings, motions and intermediate rulings.

b. All evidence received or considered and all other submisions.

c. A statement of all matters officially noticed.

d. All questions and offers of proof, objections and rulings thereon.

e. All findings and exceptions.

f. Any decision, opinion, or conclusion by the board.

g. Findings of fact shall be based solely on the evidence in the record and on matters officially noticed in the record.

The decision of the board shall be in writing and shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts and supporting the findings. Each conclusion of law shall be supported by cited authority or by reasoned opinion.

When the board has reached a decision, opinion, or conclusion, it shall convene in open meeting and by roll call vote determine the continuance or discontinuance of the teacher's contract. The record of the private conference and findings of fact and exceptions shall be exempt from the provisions of chapter sixty-eight A (68A) of the Code. The secretary of the board shall immediately mail notice of the board's action to the teacher.

7. If the teacher is no longer a probationary teacher, the teacher may, within ten days, appeal the determination of the board to an adjudicator by filing a notice of appeal with the secretary of the board. The notice of appeal shall contain a concise statement of the action which is the subject of the appeal, the particular board action appealed from, the grounds on which relief is sought, and the relief sought.

Within five days following receipt by the secretary of the notice of appeal, the board or the board's legal representative, if any, and the teacher or the teacher's representative, if any, may select an adjudicator who resides within the boundaries of the merged area in which the school district is located. If an adjudicator cannot be mutually agreed upon within the five-day period, the secretary shall notify the chairperson of the public employment relations board by transmitting the notice of appeal, and the chairperson of the public employment relations board shall within five days provide a list of five adjudicators to the parties. Within three days from receipt of the list of adjudicators, the parties shall select an adjudicator by alternately removing a name from the list until only one name remains. The person whose name remains shall be the adjudicator. The parties shall determine by lot which party shall remove the first name from the list submitted by the chairperson of the public employment relations board. The secretary of the board shall inform the chairperson of the public employee relations board of the name of the adjudicator selected.

If the teacher does not timely request an appeal to an adjudicator the decision, opinion, or conclusion of the board shall become final and binding.

Within thirty days after filing the notice of appeal, or within further time allowed by the adjudicator, the board shall transmit to the adjudicator the original or a certified copy of the entire record of the private hearing which may be the subject of the petition. By stipulation of the parties to review the proceedings, the record of the case may be shortened. The adjudicator may require or permit subsequent corrections or additions to the shortened record.

The record certified and filed by the board shall be the record upon which the appeal shall be heard and no additional evidence shall be heard by the adjudicator. In such appeal to the adjudicator, especially when considering the credibility of

witnesses, the adjudicator shall give weight to the fact findings of the board; but shall not be bound by them.

Before the date set for hearing a petition for review of board action, which shall be within ten days after receipt of the record unless otherwise agreed or unless the adjudicator orders additional evidence be taken before the board, application may be made to the adjudicator for leave to present evidence in addition to that found in the record of the case. If it is shown to the adjudicator that the additional evidence is material and that there were good reasons for failure to present it in the private hearing before the board, the adjudicator may order that the additional evidence be taken before the board upon conditions determined by the adjudicator. The board may modify its findings and decision in the case by reason of the additional evidence and shall file that evidence and any modifications, new findings, or decisions, with the adjudicator and mail copies of the new findings or decisions to the teacher.

The adjudicator may affirm board action or remand to the board for further proceedings. The adjudicator shall reverse, modify, or grant any appropriate relief from the board action if substantial rights of the teacher have been prejudiced because the board action is:

a. In violation of a board rule or policy or contract; or

b. Unsupported by a preponderance of the competent evidence in the record made before the board when that record is viewed as a whole; or

c. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

The adjudicator shall, within fifteen days after the hearing, make a decision and shall give a copy of the decision to the teacher and the secretary of the board. The decision of the adjudicator shall become the final and binding decision of the board unless either party within ten days notifies the secretary of the board that the decision is rejected. The board may reject the decision by majority vote, by roll call, in open meeting and entered into the minutes of the meeting. The board shall immediately notify the teacher of its decision by certified mail. The teacher may reject the adjudicator's decision by notifying the board's secretary in writing within ten days of the filing of such decision.

All costs of the adjudicator shall be shared equally by the teacher and the board.

8. If either party rejects the adjudicator's decision, the rejecting party shall, within thirty days of the initial filing of such decision, appeal to the district court of the county in which the administrative office of the school district is located. The notice of appeal shall be immediately mailed by certified mail to the other party. The adjudicator shall transmit to the reviewing court the original or a certified copy of the entire record which may be the subject of the petition. By stipulation of all parties to the review proceedings, the record of such a case may be shortened. A party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional cost. The court may require or permit subsequent corrections or additions to the shortened record.

In proceedings for judicial review of the adjudicator's decision, the court shall not hear any further evidence but shall hear the case upon the certified record. In such judicial review, especially when considering the credibility of witnesses, the court shall give weight to the fact findings of the board; but shall not be bound by them. The court may affirm the adjudicator's decision or remand to the adjudicator or the board for further proceedings upon conditions determined by the court. The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator's decision equitable or legal and including declaratory relief if substantial rights of the petitioner have been prejudiced because the action is:

a. In violation of constitutional or statutory provisions; or

b. In excess of the statutory authority of the board or the adjudicator; or

c. In violation of a board rule or policy or contract; or

d. Made upon unlawful procedure; or

e. Affected by other error of law; or

f. Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole; or

g. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

An aggrieved or adversely affected party to the judicial review proceeding may obtain a review of

any final judgment of the district court by appeal to the supreme court. The appeal shall be taken as in other civil cases, although the appeal may be taken regardless of the amount involved.

9. The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

In the case of the termination of a probationary teacher's contract, the provisions of subsections four (4), five (5), and six (6), of this section shall apply.

The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

Sec. 2. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. A teacher may be discharged at any time during the contract year for just cause. The superintendent or the superintendent's designee, shall notify the teacher immediately that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not more than fifteen days after notification has been given to the teacher that the teacher's continuing contract be terminated effective immediately following a decision of the board. The procedure for dismissal shall be as provided in subsections five (5) through nine (9) of section two hundred seventy-nine point thirteen (279.13) of the Code. The superintendent may suspend a teacher under this section pending hearing and determination by the board."

S-5731 FILED - Corrected. See S-5745
MAY 10, 1976

RECEIVED FROM THE HOUSE

SENATE FILE 205

S-5754

1 Amend House Amendment, S-5745, to Senate File
2 205, as amended, passed, and reprinted by the
3 Senate, as follows:
4 1. Page 8, by inserting after line 20 the
5 following:
6 "The board shall not consider terminating the
7 contract of a teacher who has been employed as a
8 teacher for twenty-five years or more in this state,
9 is at least fifty-six years of age, and holds a
10 valid preprofessional certificate issued by the
11 board of educational examiners, for reasons that
12 the teacher does not possess a bachelor's degree
13 from a recognized institution."
14 2. Page 8, by inserting after line 40 the
15 following section:
16 "Sec. ___. It is the intent of the general
17 assembly that any teacher be reinstated for employ-
18 ment by the board for the school year beginning
19 July 1, 1976, and thereafter if the teacher's
20 contract has been terminated or the teacher has
21 resigned, effective for the school year beginning
22 July 1, 1975, solely because the teacher does not
23 possess a bachelor's degree from a recognized insti-
24 tution. The provisions of this section shall apply
25 only to teachers who have been employed in this
26 state as teachers for not less than forty years,
27 who are at least fifty-six years of age, and who
28 hold valid preprofessional certificates. Teachers
29 qualifying for reinstatement under this section
30 shall be offered contracts, for the school year
31 beginning July 1, 1976, and thereafter, which
32 specify an annual salary in an amount not less
33 than the annual salary established by the board for
34 a teacher with no previous teaching experience who
35 holds a professional certificate issued by the board
36 of educational examiners."

S-5754 FILED & LOST (1888)
MAY 11, 1976

BY RICHARD J. NORPEL, SR.

SENATE FILE 205

H-6478

1 Amend Senate File 205, as amended, passed
2 and reprinted by the Senate as follows:
3 1. By striking all of pages 1, 2, 3, 4 and
4 5.
5 2. Page 6, by striking all of lines 1
6 through 32 and inserting in lieu thereof the
7 following:
8 "Section 1. Section two hundred seventy-
9 nine point thirteen (279.13), Code 1975, is hereby
10 repealed."

EXPLANATION

Section 20.7, Subsection 3, gives the public employer exclusive power, duty and the right to suspend or discharge public employees for proper cause. By repealing Section 279.13, school districts will have the power to contract with teachers pursuant to Section 279.12 and will have the powers granted to the public employer including the power to discharge for proper cause under Section 20.7, Subparagraph 3. The "proper cause" language is a limitation on the management rights of the public employer to suspend or discharge an employee.

H-6478 FILED - Ruled out of order with adoption of 6257 BY BITTLE of Polk
APRIL 29, 1976

H-6472

1 Amend the Oakley amendment H-6257 to Senate
2 File 205, as amended, passed and reprinted by the
3 Senate as follows:
4 1. Page 1, line 38, by striking the word
5 "three" and inserting in lieu thereof the word
6 "two".
7 2. Page 4, line 22, by striking the word
8 "three" and inserting in lieu thereof the word
9 "two".
10 3. Page 4, line 24, by inserting after the
11 period the following: "The board may, by
12 notifying the teacher in writing on or before
13 March thirty-first of the second year, extend the
14 probationary period one additional year for a
15 beginning teacher with no previous teaching ex-
16 perience."

H-6472 FILED - Ruled out of order as above BY EGENES of Story
APRIL 29, 1976 SVOBODA of Iowa

H-6471

1 Amend Senate File 205, as amended, passed and re-
2 printed by the Senate by striking everything after
3 the enacting clause and inserting in lieu thereof
4 the following:
5 "Section 1. Section two hundred seventy-nine point
6 thirteen (279.13), Code 1975, is amended by striking
7 the section and inserting in lieu thereof the follow-
8 ing:
9 279.13 CONTRACTS WITH TEACHERS.
10 1. Contracts with teachers, which for the purpose
11 of this section means all certificated employees of
12 a school district including registered nurses who
13 are also certificated teachers, shall be in writing
14 and shall state the number of contract days, the
15 annual compensation to be paid, and any other matters
16 as may be mutually agreed upon, which may include
17 employment for a term not exceeding the ensuing school
18 year, except as otherwise authorized.
19 The contract is invalid if the teacher is under
20 contract with another board of directors to teach
21 during the same time period until a release from the
22 other contract is achieved. The contract shall be
23 signed by the president of the board and teacher and
24 shall be filed with the secretary of the board before
25 the teacher enters into performance under the contract.
26 2. If the teacher has been employed at least three
27 consecutive years as a teacher in the same school
28 district, the contract shall remain in force and
29 effect for the period stated in the contract and shall
30 be automatically continued for equivalent periods
31 except as modified or terminated by mutual agreement
32 of the board of directors and the teacher or as
33 terminated in accordance with the provisions specified
34 in this chapter. A contract shall not be offered
35 by the employing board to a teacher under its
36 jurisdiction prior to March first of any year.
37 A teacher who has not accepted a contract for the
38 ensuing school year tendered by the employing board
39 may resign effective at the end of the current school
40 year by filing a written resignation with the secre-
41 tary of the board. The resignation must be filed
42 not later than the last day of the current school
43 year or the date specified by the employing board
44 for return of the contract, whichever date occurs
45 first. However, a teacher shall not be required to
46 return a contract to the board less than twenty-one
47 days after the contract has been offered.
48 3. Teachers employed in the same school district
49 for less than three consecutive years are probationary
50 teachers. However, a board of directors may waive

the probationary period for any teacher who previously has served a probationary period in another school district. If the board, upon the recommendation of the superintendent, is considering termination of a probationary teacher's contract, the board shall notify the probationary teacher in writing and list any alleged deficiencies. If the deficiencies are not corrected to the board's satisfaction, the contract of a probationary teacher may be terminated at the end of the contract period upon written notice to that effect prior to March thirty-first of any year. The written notice shall state the reasons for termination. Following receipt of the written notice, the probationary teacher may request a private conference with the board and, if requested, the conference shall be held within twenty days following receipt of the request. The board may be represented by its legal representative, if any, the superintendent or the superintendent's representative, and the teacher shall appear and may be represented by counsel and by the teacher's representative, not to exceed five, if any. Within three days following the private conference, a person designated by the board shall make a written recommendation to the board. The board, at its next regular meeting, shall by roll call vote, decide the retention or termination of the probationary teacher. The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

4. If a board determines, after receiving a recommendation from the superintendent that it should consider termination of a contract with a teacher who has completed the probationary period in the school district, the following procedures shall be followed. Within five days following action of the board to consider termination of a teacher's contract, but in no event later than March thirty-first, the teacher shall be notified in writing by letter, personally delivered or mailed by certified mail, that the board has voted to consider termination of the contract. The notification shall be complete when received by the teacher. If the notice has been by certified mail, the notice shall be complete upon mailing. The notice shall state the specific reasons the board is considering termination. Such reasons shall be any just cause which may include incompetency, inattention to duty, inadequate performance, physical

or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following a one-year leave of absence, or factors which require an adjustment, realignment, or reduction of staff.

5. Within five days after receipt of the written notice by the teacher that the board has voted to consider termination of the contract of a teacher who is not a probationary teacher, the teacher may request in writing to the secretary of the board, that the notification be forwarded to the professional teaching practices commission along with a request that the professional teaching practices commission submit a list of five qualified hearing officers to the parties. Within three days of receipt of the list of qualified hearing officers, the teacher and the school board shall select a hearing officer by alternatively removing a name from the list until only one name remains. The person whose name remains is the hearing officer. The teacher and the school board shall determine by lot which party shall remove the first name from the list submitted by the commission.

If the teacher does not request such a hearing, the board, within fifteen days after receipt by the teacher of the written notice of consideration of termination of the contract, may determine the continuance or discontinuance of the contract. Board action shall be by majority roll call vote entered in the minutes of the meeting. Notice of the board action shall be immediately sent to the teacher by certified mail.

6. The hearing officer shall notify the secretary of the school board and the teacher in writing concerning the date, time, and location of the hearing. The hearing shall be attended by members of the board and their legal representatives if any, the superintendent or the superintendent's representative, the teacher and the teacher's representatives if any, not to exceed five, and the teacher's immediate supervisor and the supervisor's representatives, if any. The hearing officer shall hold a hearing, make findings of fact, and make a recommended decision. The hearing shall be held not sooner than fifteen days and not later than twenty-five days following receipt of the teacher's request by the professional teaching practices commission. The hearing shall be conducted pursuant to rules adopted by the professional teaching practices commission. The hearing officer shall have the authority to issue

subpoenas to compel the attendance of witnesses and the production of records pertinent to the case. Evidence presented at the hearing shall be limited to the specific reasons stated in the notice to consider termination. Each party shall have the right to call witnesses in its own behalf and to cross-examine other witnesses. A transcript or recording shall be made of the proceedings at the hearing. No participant in the private hearing shall be liable for any damage to any person if any statement is determined to be erroneous as long as the statement was made in good faith at the hearing.

7. Within fifteen days following the conclusion of the hearing, the hearing officer shall make a recommended decision as to whether or not the contract of the teacher should be terminated, and shall give a copy of the recommended decision to the teacher and the school board. The recommended decision of the hearing officer shall become the final decision of the board unless within ten days after the filing of such decision, the teacher files a written notice of appeal with the secretary of the board, or the board on its own motion, determines to review the decision. Board action to review the hearing officer's recommended decision shall be by majority roll call vote, entered in the minutes of the meeting. The board shall immediately notify the teacher of its action by certified mail.

8. If the teacher appeals to the board, or if the board determines on its own motion to review the recommended decision of the hearing officer, a private hearing shall be held before the board within five days after the petition for review, or motion for review, has been made. The board shall hear the case upon the record as submitted before the hearing officer, except that new evidence may be considered. The secretary of the board shall give the teacher written notice of the time, place, and date of hearing. The hearing shall be attended by members of the board and their legal representatives if any, the superintendent or the superintendent's representative, the teacher and the teacher's representatives if any, not to exceed five, and the teacher's immediate supervisor and the supervisor's representatives, if any. No participant in the private hearing shall be liable for any damage to any person if any statement is determined to be erroneous as long as the statement was made in good faith at the hearing. The board shall meet within five days after the conclusion of the hearing to determine the question of continuance

1 or discontinuance of the contract. The board shall
2 take action by a majority roll call vote, entered
3 in the minutes of the board.
4 The secretary of the board shall mail notice of
5 the board's action to the teacher by certified mail,
6 which shall be mailed immediately following the action.
7 9. A teacher within thirty days after notification
8 by the board of discontinuance of the contract may
9 appeal to the district court of the county in which
10 the administrative office of the school district is
11 located.
12 The court may affirm the board's action. The court
13 shall reverse, modify, or grant any other appropriate
14 relief from the board action, equitable or legal,
15 and including declaratory relief, if rights of the
16 teacher have been prejudiced because the board action
17 is:
18 a. In violation of constitutional or statutory
19 provisions,
20 b. In excess of the statutory authority of the
21 board,
22 c. In violation of board policy or rule,
23 d. Made upon unlawful procedure,
24 e. Affected by other error of law,
25 f. Unsupported by a preponderance of the competent
26 evidence on the record when that record is reviewed
27 as a whole, or
28 g. Unreasonable, arbitrary or capricious or char-
29 acterized by an abuse of discretion or clearly unwar-
30 ranted exercise of discretion.
31 10. The hearings, meetings and conferences pertain-
32 ing to the dismissal of a teacher shall be closed
33 meetings, except that final action to terminate a
34 teacher's contract shall be by roll call vote and
35 entered in the minutes of the meetings.
36 11. The provisions of this section shall not af-
37 fect the power of the board of directors to discharge
38 a teacher for cause under the provisions of section
39 two hundred seventy-nine point twenty-four (279.24)
40 of the Code.
41 Sec. 2. Section two hundred seventy-nine point
42 twenty-four (279.24), Code 1975, is amended by strik-
43 ing the section and inserting in lieu thereof the
44 following:
45 279.24 DISCHARGE OF TEACHER. The board may, by
46 a majority vote, discharge any teacher for any just
47 cause which may include incompetency, or inattention
48 to duty. Prior to the discharge, the board shall
49 conduct, at a meeting of the board held for that
50 purpose, a full and fair investigation of the specific

reasons for the proposed action. The teacher shall receive three days written notice of the time and place of such meeting, a specification of the alleged causes for discharge, and a list of the witnesses proposed to be called by the board. The teacher and the teacher's representatives if any not to exceed five shall be allowed to be present at the meeting, to call and cross-examine witnesses, and to otherwise make a defense. A record of the meeting shall be made and kept. Following the board decision to discharge the teacher, the teacher shall be notified promptly in writing, stating the specific reasons for the action.

Within twenty days following receipt of the decision of the board, the teacher may appeal the decision following the procedure stated in chapter two hundred ninety (290) of the Code. However, the superintendent may suspend a teacher for any of the reasons listed in this section and recommend that the board discharge the teacher. The superintendent shall immediately notify the board of the suspension. The board shall meet within ten school days of receipt of the notice to consider discharging the teacher and shall conduct a full and fair investigation of the specific reasons for the recommended discharge in the same manner as if the teacher had not been suspended. The teacher shall be notified by personal service of the time and place of the meeting immediately after the meeting time and place have been set. If the board votes not to discharge the teacher, the teacher shall be reinstated and the board shall award back pay for the period during which the teacher was suspended.

Sec. 3. Chapter two hundred seventy-two A (272A), Code 1975, is amended by adding the following new section:

NEW SECTION. LIST OF HEARING OFFICERS. The commission shall maintain a list of qualified hearing officers who shall have knowledge of the educational systems of this state. When requested under the provisions of section two hundred seventy-nine point thirteen (279.13) of the Code, the commission shall immediately submit a list of five qualified hearing officers to the parties. The hearing shall be held pursuant to rules adopted by the professional teaching practices commission. The full costs of the hearing shall be shared equally by the parties. No person who is employed as a teacher or administrator by a school district or is serving as an incumbent school board member may serve as a hearing officer."

H-6471 FILED - Ruled out of order with adoption of 6257 BY MILLER of Calhoun
APRIL 29, 1976 BENNETT of Ida

H-6460

1 Amend amendment H-6416 to Senate File 205, as
2 amended, passed and reprinted by the Senate as
3 follows:
4 1. Page 2, line 13, by adding after the period
5 the following: "If the resolution to terminate the
6 contract is based on factors which require an
7 adjustment, realignment, or reduction of the staff,
8 the teacher shall be given the written notice
9 together with a statement of honorable dismissal
10 and the reason therefor."

H-6460 FILED Ruled out of order as above BY EGENES of Story
APRIL 28, 1976

H-6458

1 Amend Senate File 205, as amended, passed
2 and reprinted by the Senate as follows:
3 1. Page 2, line 32 by adding after the
4 period the following: "If the resolution to
5 terminate the contract is based on factors which
6 require an adjustment, realignment, or reduction
7 of the staff, the teacher shall be given the
8 written notice together with a statement of honor-
9 able dismissal and the reason therefor."

H-6458 FILED Ruled out of order as above BY EGENES of Story
APRIL 28, 1976

H-6459

1 Amend the Oakley amendment H-6257 to Senate
2 File 205, as amended, passed and reprinted by the
3 Senate as follows:
4 1. Page 2, by adding after line 35 the follow-
5 ing new subsection:
6 "c. If the resolution to terminate the contract
7 is based on factors which require an adjustment,
8 realignment, or reduction of the staff, the teacher
9 shall be given the written notice together with a
10 statement of honorable dismissal and the reason
11 therefor."
12 2. By renumbering the subsections as necessary.

H-6459 FILED Ruled out of order as above BY EGENES of Story
APRIL 28, 1976

SENATE FILE 205

-6439

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate as follows:
3 1. Page 1, by inserting before line 1 the following
4 section:
5 "Sec.___. Section twenty point nine (20.9),
6 unnumbered paragraph one (1), Code 1975, is amended
7 to read as follows:
8 The public employer and the employee organization
9 shall meet at reasonable times, including meetings
10 reasonably in advance of the public employer's budget-
11 making process, to negotiate in good faith with respect
12 to wages, hours, vacations, insurance, holidays,
13 leaves of absence, shift differentials, overtime
14 compensation, supplemental pay, seniority, transfer
15 procedures, job classifications, health and safety
16 matters, evaluation procedures, procedures for staff
17 reduction, in-service training and other matters
18 mutually agreed upon. Public employees employed by
19 a school district, area education agency, or area
20 school and the respective board of directors shall
21 also negotiate in good faith with respect to the
22 termination of teacher contracts and discharge of
23 teachers. Negotiations shall also include terms
24 authorizing dues checkoff for members of the employee
25 organization and grievance procedures for resolving
26 any questions arising under the agreement, which shall
27 be embodied in a written agreement and signed by the
28 parties. If an agreement provides for dues checkoff,
29 a member's dues may be checked off only upon the
30 member's written request and the member may terminate
31 the dues checkoff at any time by giving thirty days'
32 written notice. Such obligation to negotiate in good
33 faith does not compel either party to agree to a
34 proposal or make a concession."
35 2. Page 1, line 25, by striking the word "two"
36 and inserting in lieu thereof the word "three".
37 3. Page 2, by striking lines 5 through 35 and
38 inserting in lieu thereof the following subsection:
39 "____. Procedures for the termination of a
40 teacher's contract and procedures for the discharge
41 of a teacher by the board shall be negotiated under
42 the provisions of chapter twenty (20) of the Code."
43 4. By striking pages 2 through 7 and inserting
44 in lieu thereof the following section:
45 "Sec. ____. Section two hundred seventy-nine point
46 twenty-four (279.24), Code 1975, is repealed."
47 5. By numbering sections and subsections as
48 necessary.

H-6439 FILED - Ruled out of order as above BY BROCKETT of Marshall
APRIL 27, 1976

H-6559

1 Amend H-6257, filed by Oakley of Clinton, to Senate
2 File 205, as amended, passed, and reprinted by the
3 Senate, as follows:
4 1. Page 1, by striking lines 5 through 50 and
5 inserting in lieu thereof the following:
6 "Section 1. Section two hundred seventy-nine point
7 thirteen (279.13), Code 1975, is amended by striking
8 the section and inserting in lieu thereof the follow-
9 ing:
10 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC
11 CONTINUATION.
12 1. Contracts with teachers, which for the purpose
13 of this section means all certificated employees of
14 a school district and nurses employed by the board,
15 excluding superintendents, assistant superintendents,
16 principals, and assistant principals, shall be in
17 writing and shall state the number of contract days,
18 the annual compensation to be paid, and any other
19 matters as may be mutually agreed upon. The contract
20 may include employment for a term not exceeding the
21 ensuing school year, except as otherwise authorized.
22 The contract is invalid if the teacher is under
23 contract with another board of directors to teach
24 during the same time period until a release from the
25 other contract is achieved. The contract shall be
26 signed by the president of the board when tendered,
27 and after it is signed by the teacher, the contract
28 shall be filed with the secretary of the board before
29 the teacher enters into performance under the contract.
30 2. The contract shall remain in force and effect
31 for the period stated in the contract and shall be
32 automatically continued for equivalent periods except
33 as modified or terminated by mutual agreement of the
34 board of directors and the teacher or as terminated
35 in accordance with the provisions specified in this
36 chapter. A contract shall not be offered by the
37 employing board to a teacher under its jurisdiction
38 prior to March fifteenth of any year. A teacher who
39 has not accepted a contract for the ensuing school
40 year tendered by the employing board may resign
41 effective at the end of the current school year by
42 filing a written resignation with the secretary of
43 the board. The resignation must be filed not later
44 than the last day of the current school year or the
45 date specified by the employing board for return of
46 the contract, whichever date occurs first. However,
47 a teacher shall not be required to return a contract
48 to the board or to resign less than twenty-one days
49 after the contract has been offered.
50 3. The board shall establish evaluation criteria

and shall implement evaluation procedures. If an exclusive bargaining representative has been certified, the board shall negotiate in good faith with respect to evaluation procedures pursuant to chapter twenty (20) of the Code.

4. The superintendent or the superintendent's designee shall notify the teacher not later than March fifteenth that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not later than March thirty-first that the teacher's continuing contract be terminated effective at the end of the current school year.

5. Such notification shall be in writing and shall be personally delivered to the teacher, or mailed by certified mail. The notification shall be complete when received by the teacher. The notification and the recommendation to terminate shall contain a short and plain statement of the reasons, which shall be for just cause, why the recommendation is being made. The notification shall be given at or before the time the recommendation is given to the board.

As a part of the termination proceedings, the teacher's complete personnel file of employment by that board shall be available to the teacher, which file shall contain a record of all periodic evaluations between the teacher and appropriate supervisors.

Within five days of the receipt of the written notice that the superintendent is recommending termination of the contract, the teacher may request, in writing to the secretary of the board, a private hearing with the board. The private hearing shall not be subject to chapter twenty-eight A (28A) of the Code and shall be held no sooner than ten days and no later than twenty days following the receipt of the request unless the parties otherwise agree. The secretary of the board shall notify the teacher in writing of the date, time, and location of the private hearing, and at least five days before the hearing shall also furnish to the teacher any documentation which may be presented to the board at the private hearing and a list of persons who may address the board in support of the superintendent's recommendation at the private hearing. At least three days before the hearing, the teacher shall provide any documentation he or she expects to present at the private hearing, along with the names of any persons who may address the board on behalf of the teacher. This exchange of information shall be at the time specified unless otherwise agreed.

6. The participants at the private hearing shall

be at least a majority of the members of the board, their legal representatives, if any, the superintendent, the superintendent's designated representatives, if any, the teacher's immediate supervisor, the teacher, the teacher's representatives, if any, and the witnesses for the parties. The evidence at the private hearing shall be limited to the specific reasons stated in the superintendent's notice of recommendation of termination. No participant in the hearing shall be liable for any damages to any person if any statement at the hearing is determined to be erroneous as long as the statement was made in good faith. The superintendent shall present evidence and argument on all issues involved and the teacher may cross-examine, respond and present evidence and argument in his or her behalf relevant to all issues involved. Evidence may be by stipulation of the parties and informal settlement may be made by stipulation, consent, or default or by any other method agreed upon by the parties in writing. The board shall employ a certified shorthand reporter to keep a record of the private hearing. The proceedings or any part thereof shall be transcribed at the request of either party with the expense of transcription charged to the requesting party.

The presiding officer of the board may administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal or civil jurisdiction. The board shall cause subpoenas to be issued for such witnesses and the production of such books and papers as either the board or the teacher may designate. The subpoenas shall be signed by the presiding officer of the board.

In case a witness is duly subpoenaed and refuses to attend, or in case a witness appears and refuses to testify or to produce required books or papers, the board shall, in writing, report such refusal to the district court of the county in which the administrative office of the school district is located, and the court shall proceed with the person or witness as though the refusal had occurred in a proceeding legally pending before the court.

The board shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but it shall hold the hearing in such manner as is best suited to ascertain and conserve the substantial rights of the parties. Process and procedure under this section shall be as summary as reasonably may be.

At the conclusion of the private hearing, the

superintendent and the teacher may file written briefs and arguments with the board within three days or such other time as may be agreed upon.

If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation, which determination in that case shall be not later than April tenth, or not later than five days after the scheduled date for the private hearing, whichever is applicable. The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract.

Within five days after the private hearing, the board shall, in executive session, meet to make a final decision upon the recommendation and the evidence as herein provided. The board shall also consider any written brief and arguments submitted by the superintendent and the teacher.

The record for a private hearing shall include:

a. All pleadings, motions and intermediate rulings.

b. All evidence received or considered and all other submisions.

c. A statement of all matters officially noticed.

d. All questions and offers of proof, objections and rulings thereon.

e. All findings and exceptions.

f. Any decision, opinion, or conclusion by the board.

g. Findings of fact shall be based solely on the evidence in the record and on matters officially noticed in the record.

The decision of the board shall be in writing and shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts and supporting the findings. Each conclusion of law shall be supported by cited authority or by reasoned opinion.

When the board has reached a decision, opinion, or conclusion, it shall convene in open meeting and by roll call vote determine the continuance or discontinuance of the teacher's contract. The record of the private conference and findings of fact and exceptions shall be exempt from the provisions of chapter sixty-eight A (68A) of the Code. The secretary of the board shall immediately mail notice of the board's action to the teacher.

7. If the teacher is no longer a probationary

1 teacher, the teacher may, within ten days, appeal
2 the determination of the board to an adjudicator by
3 filing a notice of appeal with the secretary of the
4 board. The notice of appeal shall contain a concise
5 statement of the action which is the subject of the
6 appeal, the particular board action appealed from,
7 the grounds on which relief is sought and the relief
8 sought.
9 Within five days following receipt by the secretary
10 of the notice of appeal, the board or the board's
11 legal representative, if any, and the teacher or the
12 teacher's representative, if any, may select an
13 adjudicator who resides within the boundaries of the
14 merged area in which the school district is located.
15 If an adjudicator cannot be mutually agreed upon
16 within the five-day period, the secretary shall notify
17 the chairperson of the public employment relations
18 board by transmitting the notice of appeal, and the
19 chairperson of the public employment relations board
20 shall within five days provide a list of five
21 adjudicators to the parties. Within three days from
22 receipt of the list of adjudicators, the parties shall
23 select an adjudicator by alternately removing a name
24 from the list until only one name remains. The person
25 whose name remains shall be the adjudicator. The
26 parties shall determine by lot which party shall
27 remove the first name from the list submitted by the
28 chairperson of the public employment relations board.
29 The secretary of the board shall inform the chairperson
30 of the public employee relations board of the name
31 of the adjudicator selected.
32 If the teacher does not timely request an appeal
33 to an adjudicator the decision, opinion, or conclusion
34 of the board shall become final and binding.
35 Within thirty days after filing the notice of
36 appeal, or within further time allowed by the
37 adjudicator, the board shall transmit to the
38 adjudicator the original or a certified copy of the
39 entire record of the private hearing which may be
40 the subject of the petition. By stipulation of the
41 parties to review the proceedings, the record of the
42 case may be shortened. The adjudicator may require
43 or permit subsequent corrections or additions to the
44 shortened record.
45 The record certified and filed by the board shall
46 be the record upon which the appeal shall be heard
47 and no additional evidence shall be heard by the
48 adjudicator. In such appeal to the adjudicator,
49 especially when considering the credibility of
50 witnesses, the adjudicator shall give weight to the

fact findings of the board; but shall not be bound by them.

Before the date set for hearing a petition for review of board action, which shall be within ten days after receipt of the record unless otherwise agreed or unless the adjudicator orders additional evidence be taken before the board, application may be made to the adjudicator for leave to present evidence in addition to that found in the record of the case. If it is shown to the adjudicator that the additional evidence is material and that there were good reasons for failure to present it in the private hearing before the board, the adjudicator may order that the additional evidence be taken before the board upon conditions determined by the adjudicator. The board may modify its findings and decision in the case by reason of the additional evidence and shall file that evidence and any modifications, new findings, or decisions, with the adjudicator and mail copies of the new findings or decisions to the teacher.

The adjudicator may affirm board action or remand to the board for further proceedings. The adjudicator shall reverse, modify, or grant any appropriate relief from the board action if substantial rights of the teacher have been prejudiced because the board action is:

a. In violation of a board rule or policy or contract; or

b. Unsupported by a preponderance of the competent evidence in the record made before the board when that record is viewed as a whole; or

c. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

The adjudicator shall, within fifteen days after the hearing, make a decision and shall give a copy of the decision to the teacher and the secretary of the board. The decision of the adjudicator shall become the final and binding decision of the board unless either party within ten days notifies the secretary of the board that the decision is rejected. The board may reject the decision by majority vote, by roll call, in open meeting and entered into the minutes of the meeting. The board shall immediately notify the teacher of its decision by certified mail. The teacher may reject the adjudicator's decision by notifying the board's secretary in writing within ten days of the filing of such decision.

All costs of the adjudicator shall be shared equally

by the teacher and the board.

8. If either party rejects the adjudicator's decision, the rejecting party shall, within thirty days of the initial filing of such decision, appeal to the district court of the county in which the administrative office of the school district is located. The notice of appeal shall be immediately mailed by certified mail to the other party. The adjudicator shall transmit to the reviewing court the original or a certified copy of the entire record which may be the subject of the petition. By stipulation of all parties to the review proceedings, the record of such a case may be shortened. A party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional cost. The court may require or permit subsequent corrections or additions to the shortened record.

In proceedings for judicial review of the adjudicator's decision, the court shall not hear any further evidence but shall hear the case upon the certified record. In such judicial review, especially when considering the credibility of witnesses, the court shall give weight to the fact findings of the board; but shall not be bound by them. The court may affirm the adjudicator's decision or remand to the adjudicator or the board for further proceedings upon conditions determined by the court. The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator's decision equitable or legal and including declaratory relief if substantial rights of the petitioner have been prejudiced because the action is:

a. In violation of constitutional or statutory provisions; or

b. In excess of the statutory authority of the board or the adjudicator; or

c. In violation of a board rule or policy or contract; or

d. Made upon unlawful procedure; or

e. Affected by other error of law; or

f. Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole; or

g. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

An aggrieved or adversely affected party to the judicial review proceeding may obtain a review of any final judgment of the district court by appeal

to the supreme court. The appeal shall be taken as in other civil cases, although the appeal may be taken regardless of the amount involved.

9. The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

In the case of the termination of a probationary teacher's contract, the provisions of subsections four (4), five (5), and six (6), of this section shall apply.

The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

Sec. 2. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. A teacher may be discharged at any time during the contract year for just cause. The superintendent or the superintendent's designee, shall notify the teacher immediately that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not more than fifteen days after notification has been given to the teacher that the teacher's continuing contract be terminated effective immediately following a decision of the board. The procedure for dismissal shall be as provided in subsections five (5) through nine (9) of section two hundred seventy-nine point thirteen (279.13) of the Code. The superintendent may suspend a teacher under this section pending hearing and determination by the board."

2. By striking pages 2 through 6.

H-6559 FILED - Adopted 5/6 (p. 2491) BY PATCHETT of Johnson
MAY 6, 1976
MENKE of O'Brien
DYRLAND of Clayton
WULFF of Black Hawk
NORLAND of Worth
OAKLEY of Clinton
AVENSON of Fayette
STROMER of Hancock
MENNENGA of Clinton
HANSEN of O'Brien
JESSE of Polk
BITTLE of Polk
BIN

Cont'D

BINA of Scott
EGENES of Story
GRIFFEE of Chickasaw
HUTCHINS of Guthrie
WELLS of Linn
BAKER of Buena Vista
WALTER of Pottawattamie
NEWHARD of Jones
FITZGERALD of Webster
PONCY of Wapello
PAVICH of Pottawattamie
HENNESSEY of Delaware
MILLER of Cerro Gordo
O'HALLORAN of Black Hawk
SPENCER of Clay
HOWELL of Floyd
DRAKE of Muscatine
LINDEEN of Henry
JUNKER of Woodbury
GENTLEMAN of Polk
EVANS of Grundy
BENNETT of Ida
HALVORSON of Clayton
CLARK of Lee
TOFTE of Winneshiek
HARVEY of Scott
DANKER of Pottawattamie
LAGESCHULTE of Bremer
MILLEN of Van Buren
SMALL of Johnson
GILLOON of Dubuque
KRAUSE of Palo Alto
MIDDLESWART of Warren
WYCKOFF ob Benton
JORDAN of Linn
HIGGINS of Scott
HARPER of Davis
CUSACK of Scott
CONNORS of Polk
LIPSKY of Linn
BRANSTAD of Winnebago
SCHROEDER of Pottawattamie
PERKINS of Greene
HARGRAVE of Johnson
READINGER of Polk

SENATE FILE 205

H-6417

Amend amendment H-6416 to Senate File 205 as follows:

1. Page 2, by striking all after the period in line 17 and inserting in lieu thereof the following: "The board may be represented by its legal representative, if any, the superintendent or the superintendent's representative. The teacher shall appear and may be represented by counsel and by the teacher's representative or representatives, if any, not to exceed five in number."

2. Page 2, by striking lines 18, 19, 20 and 21.

3. Page 2, line 22, by striking the words "if any.".

H-6417 FILED - Ruled out of order BY MILLER of Calhoun
APRIL 26, 1976

SENATE FILE 205

H-6438

Amend amendment H-6416 to Senate File 205, as amended, passed and reprinted by the Senate as follows:

1. Page 1, line 26, by striking the word "three" and inserting in lieu thereof the word "two".

2. Page 1, line 49, by striking the word "three" and inserting in lieu thereof the word "two".

3. Page 1, line 50, by inserting after the period the following: "The board may, by notifying the teacher in writing on or before March thirty-first of the second year, extend the probationary period one additional year for a beginning teacher with no previous teaching experience."

H-6438 FILED - Ruled out of order as above BY EGENES of Story
APRIL 27, 1976 SVOBODA of Iowa

H-6416

1 Amend Senate File 205, as amended, passed and re-
2 printed by the Senate by striking everything after
3 the enacting clause and inserting in lieu thereof
4 the following:
5 "Section 1. Section two hundred seventy-nine point
6 thirteen (279.13), Code 1975, is amended by striking
7 the section and inserting in lieu thereof the follow-
8 ing:
9 279.13 CONTRACTS WITH TEACHERS.
10 1. Contracts with teachers, which for the purpose
11 of this section means all certificated employees of
12 a school district including registered nurses who
13 are also certificated teachers, shall be in writing
14 and shall state the number of contract days, the
15 annual compensation to be paid, and any other matters
16 as may be mutually agreed upon, which may include
17 employment for a term not exceeding the ensuing school
18 year, except as otherwise authorized.
19 The contract is invalid if the teacher is under
20 contract with another board of directors to teach
21 during the same time period until a release from the
22 other contract is achieved. The contract shall be
23 signed by the president of the board and teacher and
24 shall be filed with the secretary of the board before
25 the teacher enters into performance under the contract.
26 2. If the teacher has been employed at least three
27 consecutive years as a teacher in the same school
28 district, the contract shall remain in force and
29 effect for the period stated in the contract and shall
30 be automatically continued for equivalent periods
31 except as modified or terminated by mutual agreement
32 of the board of directors and the teacher or as
33 terminated in accordance with the provisions specified
34 in this chapter. A contract shall not be offered
35 by the employing board to a teacher under its
36 jurisdiction prior to March first of any year.
37 A teacher who has not accepted a contract for the
38 ensuing school year tendered by the employing board
39 may resign effective at the end of the current school
40 year by filing a written resignation with the secre-
41 tary of the board. The resignation must be filed
42 not later than the last day of the current school
43 year or the date specified by the employing board
44 for return of the contract, whichever date occurs
45 first. However, a teacher shall not be required to
46 return a contract to the board less than twenty-one
47 days after the contract has been offered.
48 3. Teachers employed in the same school district
49 for less than three consecutive years are probationary
50 teachers. However, a board of directors may waive

the probationary period for any teacher who previously has served a probationary period in another school district. If the board, upon the recommendation of the superintendent, is considering termination of a probationary teacher's contract, the board shall notify the probationary teacher in writing and list any alleged deficiencies. If the deficiencies are not corrected to the board's satisfaction, the contract of a probationary teacher may be terminated at the end of the contract period upon written notice to that effect prior to March thirty-first of any year. The written notice shall state the reasons for termination. Following receipt of the written notice, the probationary teacher may request a private conference with the board and, if requested, the conference shall be held within twenty days following receipt of the request. The board may be represented by its legal representative, if any, the superintendent or the superintendent's representative, and the teacher shall appear and may be represented by counsel and by the teacher's representative, not to exceed five, if any. Within three days following the private conference, a person designated by the board shall make a written recommendation to the board. The board, at its next regular meeting, shall by roll call vote, decide the retention or termination of the probationary teacher. The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

4. Within five days after receipt of the written notice by the teacher that the board has voted to consider termination of the contract of a teacher who is not a probationary teacher, the teacher may request in writing to the secretary of the board, that the notification be forwarded to the professional teaching practices commission along with a request that the professional teaching practices commission submit a list of five qualified hearing officers to the parties. Within three days of receipt of the list of qualified hearing officers, the teacher and the school board shall select a hearing officer by alternatively removing a name from the list until only one name remains. The person whose name remains is the hearing officer. The teacher and the school board shall determine by lot which party shall remove the first name from the list submitted by the commission.

If the teacher does not request such a hearing, the board, within fifteen days after receipt by the teacher of the written notice of consideration of termination of the contract, may determine the continuance or discontinuance of the contract. Board action shall be by majority roll call vote entered in the minutes of the meeting. Notice of the board action shall be immediately sent to the teacher by certified mail.

5. The hearing officer shall notify the secretary of the school board and the teacher in writing concerning the date, time, and location of the hearing. The hearing shall be attended by members of the board and their legal representatives if any, the superintendent or the superintendent's representative, the teacher and the teacher's representatives if any, not to exceed five, and the teacher's immediate supervisor and the supervisor's representatives, if any. The hearing officer shall hold a hearing, make findings of fact, and make a recommended decision. The hearing shall be held not sooner than fifteen days and not later than twenty-five days following receipt of the teacher's request by the professional teaching practices commission. The hearing shall be conducted pursuant to rules adopted by the professional teaching practices commission. The hearing officer shall have the authority to issue subpoenas to compel the attendance of witnesses and the production of records pertinent to the case. Evidence presented at the hearing shall be limited to the specific reasons stated in the notice to consider termination. Each party shall have the right to call witnesses in its own behalf and to cross-examine other witnesses. A transcript or recording shall be made of the proceedings at the hearing. No participant in the private hearing shall be liable for any damage to any person if any statement is determined to be erroneous as long as the statement was made in good faith at the hearing.

6. Within fifteen days following the conclusion of the hearing, the hearing officer shall make a recommended decision as to whether or not the contract of the teacher should be terminated, and shall give a copy of the recommended decision to the teacher and the school board. The recommended decision of the hearing officer shall become the final decision of the board unless within ten days after the filing of such decision, the teacher files a written notice of appeal with the secretary of the board, or the board on its own motion, determines to review the

1 decision. Board action to review the hearing officer's
2 recommended decision shall be by majority roll call
3 vote, entered in the minutes of the meeting. The
4 board shall immediately notify the teacher of its
5 action by certified mail.
6 7. If the teacher appeals to the board, or if
7 the board determines on its own motion to review the
8 recommended decision of the hearing officer, a private
9 hearing shall be held before the board within five
10 days after the petition for review, or motion for
11 review, has been made. The board shall hear the case
12 upon the record as submitted before the hearing of-
13 ficer, except that new evidence may be considered.
14 The secretary of the board shall give the teacher
15 written notice of the time, place, and date of hearing.
16 The hearing shall be attended by members of the board
17 and their legal representatives if any, the
18 superintendent or the superintendent's representative,
19 the teacher and the teacher's representatives if any,
20 not to exceed five, and the teacher's immediate
21 supervisor and the supervisor's representatives, if
22 any. No participant in the private hearing shall
23 be liable for any damage to any person if any statement
24 is determined to be erroneous as long as the statement
25 was made in good faith at the hearing. The board
26 shall meet within five days after the conclusion of
27 the hearing to determine the question of continuance
28 or discontinuance of the contract. The board shall
29 take action by a majority roll call vote, entered
30 in the minutes of the board.
31 The secretary of the board shall mail notice of
32 the board's action to the teacher by certified mail,
33 which shall be mailed immediately following the action.
34 8. A teacher within thirty days after notification
35 by the board of discontinuance of the contract may
36 appeal to the district court of the county in which
37 the administrative office of the school district is
38 located.
39 The court may affirm the board's action. The court
40 shall reverse, modify, or grant any other appropriate
41 relief from the board action, equitable or legal,
42 and including declaratory relief, if rights of the
43 teacher have been prejudiced because the board action
44 is:
45 a. In violation of constitutional or statutory
46 provisions,
47 b. In excess of the statutory authority of the
48 board,
49 c. In violation of board policy or rule,
50 d. Made upon unlawful procedure,

e. Affected by other error of law,

f. Unsupported by a preponderance of the competent evidence on the record when that record is reviewed as a whole, or

g. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or clearly unwarranted exercise of discretion.

9. The hearings, meetings and conferences pertaining to the dismissal of a teacher shall be closed meetings, except that final action to terminate a teacher's contract shall be by roll call vote and entered in the minutes of the meetings.

10. The provisions of this section shall not affect the power of the board of directors to discharge a teacher for cause under the provisions of section two hundred seventy-nine point twenty-four (279.24) of the Code.

Sec. 2. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. The board may, by a majority vote, discharge any teacher for any just cause which may include incompetency, or inattention to duty. Prior to the discharge, the board shall conduct, at a meeting of the board held for that purpose, a full and fair investigation of the specific reasons for the proposed action. The teacher shall receive three days written notice of the time and place of such meeting, a specification of the alleged causes for discharge, and a list of the witnesses proposed to be called by the board. The teacher and the teacher's representatives if any not to exceed five shall be allowed to be present at the meeting, to call and cross-examine witnesses, and to otherwise make a defense. A record of the meeting shall be made and kept. Following the board decision to discharge the teacher, the teacher shall be notified promptly in writing, stating the specific reasons for the action.

Within twenty days following receipt of the decision of the board, the teacher may appeal the decision following the procedure stated in chapter two hundred ninety (290) of the Code. However, the superintendent may suspend a teacher for any of the reasons listed in this section and recommend that the board discharge the teacher. The superintendent shall immediately notify the board of the suspension. The board shall meet within ten school days of receipt of the notice to consider discharging the teacher and shall conduct

a full and fair investigation of the specific reasons for the recommended discharge in the same manner as if the teacher had not been suspended. The teacher shall be notified by personal service of the time and place of the meeting immediately after the meeting time and place have been set. If the board votes not to discharge the teacher, the teacher shall be reinstated and the board shall award back pay for the period during which the teacher was suspended.

Sec. 3. Chapter two hundred seventy-two A (272A), Code 1975, is amended by adding the following new section:

NEW SECTION. LIST OF HEARING OFFICERS. The commission shall maintain a list of qualified hearing officers who shall have knowledge of the educational systems of this state. When requested under the provisions of section two hundred seventy-nine point thirteen (279.13) of the Code, the commission shall immediately submit a list of five qualified hearing officers to the parties. The hearing shall be held pursuant to rules adopted by the professional teaching practices commission. The full costs of the hearing shall be shared equally by the parties. No person who is employed as a teacher or administrator by a school district or is serving as an incumbent school board member may serve as a hearing officer."

H-6416 FILED - Ruled out of order BY MILLER of Calhoun
APRIL 26, 1976 BENNETT of Ida

H-6400

1 Amend the Oakley amendment H-6257 to Senate File
2 205, as amended and passed by the Senate and reprinted
3 as follows:
4 1. Page 1, line 2, by striking the words "strik-
5 ing everything" and inserting in lieu thereof the
6 word "inserting".
7 2. Page 1, line 3, by striking the words "and
8 inserting in lieu thereof".
9 3. Page 1, line 4, by inserting after the word
10 "following" the following sections:
11 "Sec. __. Section two hundred seventy-nine point
12 thirteen (279.13), Code 1975, is amended by striking
13 the section and inserting in lieu thereof the follow-
14 ing:
15 279.13 CONTRACTS WITH TEACHERS.
16 1. Contracts with teachers, which for the purpose
17 of this section means all certificated employees of
18 a school district including registered nurses who
19 are also certificated teachers, shall be in writing
20 and shall state the number of contract days, the
21 annual compensation to be paid, and any other matters
22 as may be mutually agreed upon, which may include
23 employment for a term not exceeding the ensuing school
24 year, except as otherwise authorized.
25 The contract is invalid if the teacher is under
26 contract with another board of directors to teach
27 during the same time period until a release from the
28 other contract is achieved. The contract shall be
29 signed by the president of the board and teacher and
30 shall be filed with the secretary of the board before
31 the teacher enters into performance under the contract.
32 2. If the teacher has been employed at least three
33 consecutive years as a teacher in the same school
34 district, the contract shall remain in force and
35 effect for the period stated in the contract and shall
36 be automatically continued for equivalent periods
37 except as modified or terminated by mutual agreement
38 of the board of directors and the teacher or as
39 terminated in accordance with the provisions specified
40 in this chapter. A contract shall not be offered
41 by the employing board to a teacher under its
42 jurisdiction prior to March first of any year.
43 A teacher who has not accepted a contract for the
44 ensuing school year tendered by the employing board
45 may resign effective at the end of the current school
46 year by filing a written resignation with the secre-
47 tary of the board. The resignation must be filed
48 not later than the last day of the current school
49 year or the date specified by the employing board
50 for return of the contract, whichever date occurs

first. However, a teacher shall not be required to return a contract to the board less than twenty-one days after the contract has been offered.

3. Teachers employed in the same school district for less than three consecutive years are probationary teachers. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district. If the board, upon the recommendation of the superintendent, is considering termination of a probationary teacher's contract, the board shall notify the probationary teacher in writing and list any alleged deficiencies. If the deficiencies are not corrected to the board's satisfaction, the contract of a probationary teacher may be terminated at the end of the contract period upon written notice to that effect prior to March thirty-first of any year. The written notice shall state the reasons for termination. Following receipt of the written notice, the probationary teacher may request a private conference with the board and, if requested, the conference shall be held within twenty days following receipt of the request. The board may be represented by its legal representative, if any, the superintendent or the superintendent's representative, and the teacher shall appear and may be represented by counsel and by the teacher's representative, not to exceed five, if any. Within three days following the private conference, a person designated by the board shall make a written recommendation to the board. The board, at its next regular meeting, shall by roll call vote, decide the retention or termination of the probationary teacher. The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

4. Within five days after receipt of the written notice by the teacher that the board has voted to consider termination of the contract of a teacher who is not a probationary teacher, the teacher may request in writing to the secretary of the board, that the notification be forwarded to the professional teaching practices commission along with a request that the professional teaching practices commission submit a list of five qualified hearing officers to the parties. Within three days of receipt of the list of qualified hearing officers, the teacher and the school board shall select a hearing officer by

alternatively removing a name from the list until only one name remains. The person whose name remains is the hearing officer. The teacher and the school board shall determine by lot which party shall remove the first name from the list submitted by the commission.

If the teacher does not request such a hearing, the board, within fifteen days after receipt by the teacher of the written notice of consideration of termination of the contract, may determine the continuance or discontinuance of the contract. Board action shall be by majority roll call vote entered in the minutes of the meeting. Notice of the board action shall be immediately sent to the teacher by certified mail.

5. The hearing officer shall notify the secretary of the school board and the teacher in writing concerning the date, time, and location of the hearing. The hearing shall be attended by members of the board and their legal representatives if any, the superintendent or the superintendent's representative, the teacher and the teacher's representatives if any, not to exceed five, and the teacher's immediate supervisor and the supervisor's representatives, if any. The hearing officer shall hold a hearing, make findings of fact, and make a recommended decision. The hearing shall be held not sooner than fifteen days and not later than twenty-five days following receipt of the teacher's request by the professional teaching practices commission. The hearing shall be conducted pursuant to rules adopted by the professional teaching practices commission. The hearing officer shall have the authority to issue subpoenas to compel the attendance of witnesses and the production of records pertinent to the case. Evidence presented at the hearing shall be limited to the specific reasons stated in the notice to consider termination. Each party shall have the right to call witnesses in its own behalf and to cross-examine other witnesses. A transcript or recording shall be made of the proceedings at the hearing. No participant in the private hearing shall be liable for any damage to any person if any statement is determined to be erroneous as long as the statement was made in good faith at the hearing.

6. Within fifteen days following the conclusion of the hearing, the hearing officer shall make a recommended decision as to whether or not the contract of the teacher should be terminated, and shall give a copy of the recommended decision to the teacher

and the school board. The recommended decision of the hearing officer shall become the final decision of the board unless within ten days after the filing of such decision, the teacher files a written notice of appeal with the secretary of the board, or the board on its own motion, determines to review the decision. Board action to review the hearing officer's recommended decision shall be by majority roll call vote, entered in the minutes of the meeting. The board shall immediately notify the teacher of its action by certified mail. .

7. If the teacher appeals to the board, or if the board determines on its own motion to review the recommended decision of the hearing officer, a private hearing shall be held before the board within five days after the petition for review, or motion for review, has been made. The board shall hear the case upon the record as submitted before the hearing officer, except that new evidence may be considered. The secretary of the board shall give the teacher written notice of the time, place, and date of hearing. The hearing shall be attended by members of the board and their legal representatives if any, the superintendent or the superintendent's representative, the teacher and the teacher's representatives if any, not to exceed five, and the teacher's immediate supervisor and the supervisor's representatives, if any. No participant in the private hearing shall be liable for any damage to any person if any statement is determined to be erroneous as long as the statement was made in good faith at the hearing. The board shall meet within five days after the conclusion of the hearing to determine the question of continuance or discontinuance of the contract. The board shall take action by a majority roll call vote, entered in the minutes of the board.

The secretary of the board shall mail notice of the board's action to the teacher by certified mail, which shall be mailed immediately following the action.

8. A teacher within thirty days after notification by the board of discontinuance of the contract may appeal to the district court of the county in which the administrative office of the school district is located.

The county may affirm the board's action. The court shall reverse, modify, or grant any other appropriate relief from the board action, equitable or legal, and including declaratory relief, if rights of the teacher have been prejudiced because the board action is:

a. In violation of constitutional or statutory provisions,

b. In excess of the statutory authority of the board,

c. In violation of board policy or rule,

d. Made upon unlawful procedure,

e. Affected by other error of law,

f. Unsupported by a preponderance of the competent evidence on the record when that record is reviewed as a whole, or

g. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or clearly unwarranted exercise of discretion.

9. The hearings, meetings and conferences pertaining to the dismissal of a teacher shall be closed meetings, except that final action to terminate a teacher's contract shall be by roll call vote and entered in the minutes of the meetings.

10. The provisions of this section shall not affect the power of the board of directors to discharge a teacher for cause under the provisions of section two hundred seventy-nine point twenty-four (279.24) of the Code.

Sec. __. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. The board may, by a majority vote, discharge any teacher for any just cause which may include incompetency, or inattention to duty. Prior to the discharge, the board shall conduct, at a meeting of the board held for that purpose, a full and fair investigation of the specific reasons for the proposed action. The teacher shall receive three days written notice of the time and place of such meeting, a specification of the alleged causes for discharge, and a list of the witnesses proposed to be called by the board. The teacher and the teacher's representatives if any not to exceed five shall be allowed to be present at the meeting, to call and cross-examine witnesses, and to otherwise make a defense. A record of the meeting shall be made and kept. Following the board decision to discharge the teacher, the teacher shall be notified promptly in writing, stating the specific reasons for the action.

Within twenty days following receipt of the decision of the board, the teacher may appeal the decision following the procedure stated in chapter two hundred ninety (290) of the Code. However, the superintendent

1 may suspend a teacher for any of the reasons listed
2 in this section and recommend that the board discharge
3 the teacher. The superintendent shall immediately
4 notify the board of the suspension. The board shall
5 meet within ten school days of receipt of the notice
6 to consider discharging the teacher and shall conduct
7 a full and fair investigation of the specific reasons
8 for the recommended discharge in the same manner as
9 if the teacher had not been suspended. The teacher
10 shall be notified by personal service of the time
11 and place of the meeting immediately after the meeting
12 time and place have been set. If the board votes
13 not to discharge the teacher, the teacher shall be
14 reinstated and the board shall award back pay for
15 the period during which the teacher was suspended.
16 Sec. __. Chapter two hundred seventy-two A (272A),
17 Code 1975, is amended by adding the following new
18 section:
19 NEW SECTION. LIST OF HEARING OFFICERS. The com-
20 mission shall maintain a list of qualified hearing
21 officers who shall have knowledge of the educational
22 systems of this state. When requested under the
23 provisions of section two hundred seventy-nine point
24 thirteen (279.13) of the Code, the commission shall
25 immediately submit a list of five qualified hearing
26 officers to the parties. The hearing shall be held
27 pursuant to rules adopted by the professional teaching
28 practices commission. The full costs of the hearing
29 shall be shared equally by the parties. No person
30 who is employed as a teacher or administrator by a
31 school district or is serving as an incumbent school
32 board member may serve as a hearing officer."
33 4. Page 1, by striking lines 5 through 50.
34 5. By striking pages 2 through 6.
35 6. By numbering sections as necessary.

H-6400 FILED ~~Out of order~~ BY MILLER of Calhoun
APRIL 23, 1976 Withdrawn 5/6 BENNETT of Ida

Amend the Committee on Education amendment, H-5285, to Senate File 205, as amended, passed, and reprinted by the Senate as follows:

1. Page 1, by inserting after line 2 the following amendment:

"___. Page 1, by inserting before line 1 the following section:

"Sec.___. Section twenty point nine (20.9), unnumbered paragraph one (1), Code 1975, is amended to read as follows:

The public employer and the employee organization shall meet at reasonable times, including meetings reasonably in advance of the public employer's budget-making process, to negotiate in good faith with respect to wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime compensation, supplemental pay, seniority, transfer procedures, job classifications, health and safety matters, evaluation procedures, procedures for staff reduction, in-service training and other matters mutually agreed upon. Public employees employed by a school district, area education agency, or area school and the respective board of directors shall also negotiate in good faith with respect to the termination of teacher contracts and discharge of teachers. Negotiations shall also include terms authorizing dues checkoff for members of the employee organization and grievance procedures for resolving any questions arising under the agreement, which shall be embodied in a written agreement and signed by the parties. If an agreement provides for dues checkoff, a member's dues may be checked off only upon the member's written request and the member may terminate the dues checkoff at any time by giving thirty days' written notice. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession.""

2. Page 1, by striking lines 23 and 24 and inserting in lieu thereof the following amendment:

"___. Page 1, line 25, by striking the word "two" and inserting in lieu thereof the words "three consecutive"."

3. Page 1, by striking lines 43 through 50 and inserting in lieu thereof the following amendments:

"___. Page 1, line 25, by striking the word "two" and inserting in lieu thereof the word "three".

___. Page 2, by striking lines 5 through 35 and inserting in lieu thereof the following subsections:

"___. Procedures for the termination of a teacher's contract and procedures for the discharge

of a teacher by the board shall be negotiated under the provisions of chapter twenty (20) of the Code.

___. By striking pages 2 through 7 and inserting in lieu thereof the following section:

"Sec. ___. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is repealed.""

4. By striking pages 2, 3, and 4.

5. By numbering sections and subsections as necessary.

H-6418 FILED - Ruled out of order as above BY BROCKETT of Marshall
APRIL 26, 1976 HANSEN of O'Brien

SENATE FILE 205

H-6377

1 Amend the Oakley amendment, H-6257, to Senate File
2 205, as amended, passed and reprinted by the Senate,
3 as follows:
4 1. Page 2, line 28, by inserting after the word
5 "staff." the following: "The board shall not consider
6 terminating the contract of a teacher who has been
7 employed as a teacher for twenty-five years or more
8 in this state, is at least fifty-six years of age,
9 and holds a valid preprofessional certificate issued
10 by the board of educational examiners, for reasons
11 that the teacher does not possess a bachelor's degree
12 from a recognized institution."
13 2. Page 6, by inserting after line 32 the following
14 section:
15 "Sec. ____. It is the intent of the general
16 assembly that any teacher be reinstated for employment
17 by the board for the school year beginning July 1,
18 1976 and thereafter if the teacher's contract has
19 been terminated or the teacher has resigned, effective
20 for the school year beginning July 1, 1975, solely
21 because the teacher does not possess a bachelor's
22 degree from a recognized institution. The provisions
23 of this section shall apply only to teachers who have
24 been employed in this state as teachers for not less
25 than forty years, who are at least fifty-six years
26 of age, and who hold valid preprofessional
27 certificates. Teachers qualifying for reinstatement
28 under this section shall be offered contracts, for
29 the school year beginning July 1, 1976 and thereafter,
30 which specify an annual salary in an amount not less
31 than the annual salary established by the board for
32 a teacher with no previous teaching experience who
33 holds a professional certificate issued by the board
34 of educational examiners."

H-6377 FILED - Out of order BY HENNESSEY of Delaware
APRIL 22, 1976

SENATE FILE 205

H-6351

1 **Amend H-5285, filed by the Committee on**
2 **Education, to Senate File 205, as amended, passed**
3 **and reprinted by the Senate, as follows:**
4 **1. Page 3, line 19, by striking the words**
5 **"fraud or is contrary to law." and inserting in**
6 **lieu thereof the words "fraud, is contrary to law**
7 **or is in violation of constitutional or statutory**
8 **provisions."**

H-6351 FILED - Out of order BY EGENES of Story
APRIL 20, 1976

H-6344

1 Amend H-6257, filed by Oakley of Clinton, to Senate
2 File 205, as amended, passed, and reprinted by the
3 Senate, as follows:
4 1. Page 1, by striking lines 5 through 50.
5 2. Page 2, by striking lines 1 through 50.
6 3. Page 3, by striking lines 1 through 50.
7 4. Page 4, by striking lines 1 through 50.
8 5. Page 5, by striking lines 1 through 50.
9 6. Page 6, by striking lines 1 through 32 and
10 inserting in lieu thereof the following:
11 "Section 1. Section two hundred seventy-nine point
12 thirteen (279.13), Code 1975, is amended by striking
13 the section and inserting in lieu thereof the
14 following:
15 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC
16 CONTINUATION.
17 1. Contracts with teachers, which for the purpose
18 of this section means all certificated employees of
19 a school district and nurses employed by the board,
20 excluding superintendents and assistant superinten-
21 dents, shall be in writing and shall state the num-
22 ber of contract days, the annual compensation to be
23 paid, and any other matters as may be mutually agreed
24 upon, including but not limited to educational leaves
25 and reimbursement for tuition paid by the teacher
26 for courses approved by the board of directors, and
27 which may include employment for a term not exceeding
28 the ensuing school year, except as otherwise
29 authorized.
30 For the purpose of this section "educational leave"
31 means a leave granted to an employee for the pur-
32 pose of study including study in areas outside of
33 a teacher's area of specialization, travel, or other
34 reasons deemed by the board to be of value to the
35 school system. The contract is invalid if the teacher
36 is under contract with another board of directors
37 to teach during the same time period until a release
38 from the other contract is achieved. The contract
39 shall be signed by the president of the board when
40 tendered, and after it is signed by the teacher, the
41 contract shall be filed with the secretary of the
42 board before the teacher enters into performance under
43 the contract.
44 2. If the teacher has been employed at least two
45 consecutive years as a teacher in the same school
46 district, the contract shall remain in force and
47 effect for the period stated in the contract and shall
48 be automatically continued for equivalent periods
49 except as modified or terminated by mutual agreement
50 of the board of directors and the teacher or as

1 terminated in accordance with the provisions specified
2 in this chapter. A contract shall not be offered
3 by the employing board to a teacher under its
4 jurisdiction prior to March first of any year. A
5 teacher who has not accepted a contract for the ensuing
6 school year tendered by the employing board may resign
7 effective at the end of the current school year by
8 filing a written resignation with the secretary of
9 the board. The resignation must be filed not later
10 than the last day of the current school year or the
11 date specified by the employing board for return of
12 the contract, whichever date occurs first. However,
13 a teacher shall not be required to return a contract
14 to the board less than twenty-one days after the con-
15 tract has been offered.
16 3. The board, following the recommendation of
17 the superintendent to consider termination, by a
18 majority vote, may consider terminating the contract
19 with the teacher. If such action is taken, the follow-
20 ing procedure shall be followed. Within five days
21 following school board action to consider terminat-
22 ing a teacher's contract, but no later than February
23 fifteenth, the teacher shall be notified in writing,
24 either by receipted personal service or mailed by
25 certified mail, that the board has voted to consider
26 termination of the contract. If the notice has been
27 by certified mail, the notice shall be complete upon
28 mailing. The notice shall state the specific reasons
29 for considering the termination, which shall be any
30 just cause affecting performance of duties which may
31 include incompetency, persistent or substantial neglect
32 of duty, inadequate performance, physical or mental
33 disability or sickness which interferes with
34 performance of duty as shown by competent medical
35 evidence and following a leave of absence of one year,
36 or factors which require a reduction of staff.
37 However, a notice of intent to terminate shall not
38 be issued until a member of the school administrative
39 staff has provided the teacher with all written and
40 documented evidence of any alleged deficiencies in
41 performance of contracted duties and has allowed the
42 teacher a definite reasonable time as determined by
43 the board to correct the deficiencies. Evaluation
44 procedures shall be established by each school
45 district.
46 The teacher's complete personnel file shall be
47 available, which file shall contain a record of all
48 periodic reviews between the teacher and appropriate
49 supervisors.
50 4. Within five days following receipt of the

1 written notice that the board has voted to consider
2 termination of a contract, the teacher may request
3 in writing to the secretary of the board a private
4 conference with the board. The private conference
5 shall not be subject to chapter twenty-eight A (28A)
6 of the Code and shall be held no sooner than ten days
7 and no later than twenty days following the receipt
8 of the request. The secretary of the board shall
9 notify the teacher in writing of the date, time and
10 location of the private conference. The conference
11 shall be attended by members of the board and their
12 legal representatives if any, the superintendent or
13 the superintendent's representative, the teacher and
14 the teacher's representatives if any, not to exceed
15 five, and the teacher's immediate supervisor and the
16 supervisor's representatives, if any. The discussion
17 at the conference shall be limited to the specific
18 reasons stated in the notice to consider termination.
19 Any material removed from the teacher's personnel
20 file or other material to be introduced at the
21 conference shall be provided the teacher no less than
22 five days preceding the conference. No participant
23 in the conference shall be liable for any damages
24 to any person if any statement at the conference
25 is determined to be erroneous as long as the statement
26 was made in good faith.
27 5. Within three days following the conference,
28 the superintendent shall make a written recommendation
29 to the board. Within three days after the conference,
30 the teacher may send a statement in writing to the
31 board members. The school board shall meet within
32 five days after the private conference is held, or
33 after the time has passed to request a private con-
34 ference, to determine the continuance or discontinu-
35 ance of the contract. If a private conference has
36 been held, the school board shall consider at the
37 meeting the written recommendation submitted by the
38 superintendent and the written statement of the teacher
39 if one has been submitted. The board action shall
40 be by roll call vote. A complete record of the meeting
41 to determine the continuance or discontinuance of
42 the contract shall be kept and made available to the
43 teacher. The secretary of the board shall mail to
44 the teacher notices of the board's action by certified
45 mail, which shall be mailed promptly, and not later
46 than March twentieth.
47 6. If the teacher has been employed at least two
48 years as a teacher, the teacher may appeal the action
49 of the board to terminate a contract. In case of
50 the termination of employment or discharge of a teacher

1 under the provisions of either this section or section
2 two hundred seventy-nine point twenty-four (279.24)
3 of the Code, the teacher may appeal the decision to
4 a panel of three arbitrators within twenty days.
5 The notice of appeal shall be sent to the secretary
6 of the board whose decision is being appealed. Within
7 five days following receipt by the secretary of the
8 notice of appeal, the board or its legal representative
9 if any and the teacher or the teacher's representative
10 if any shall each select an arbitrator who resides
11 within the boundaries of the state. The two parties
12 shall then select a third arbitrator who is not
13 required to possess residency requirements. The third
14 arbitrator shall serve as chairperson of the panel
15 of arbitrators. The parties shall immediately notify
16 the secretary of the board of the selection of the
17 panel and the names and addresses of the persons
18 selected. If the third arbitrator cannot be mutu-
19 ally agreed upon within the five-day period, notice
20 shall be sent by the secretary of the board to the
21 chairperson of the public employment relations board
22 by certified mail. Within ten days following receipt
23 of the notice, the chairperson of the public employment
24 relations board shall submit to the school board and
25 the teacher a list of five names of available arbi-
26 trators from lists maintained by the public employee
27 relations board. The school board and the teacher
28 shall remove names from the list until only one name
29 remains. If the remaining person is unacceptable
30 to the two parties, the two parties may request an
31 additional list of three names of available arbi-
32 trators from lists maintained by the public employment
33 relations board. Names shall be stricken in the
34 manner provided in this subsection. The party entitled
35 to remove the first name shall be determined by lot.
36 The party having the right to remove the first name
37 shall do so within two days of receipt of the list
38 and each party shall have one additional day to remove
39 each of the remaining names. The secretary of the
40 board shall inform the chairperson of the public
41 employee relations board of the name of the arbitrator
42 selected. Within ten days following the selection
43 of the third arbitrator, the arbitration panel shall
44 request in writing from the secretary of the board
45 of the school district all records and transcripts
46 of the proceedings relating to the termination of
47 the teacher's contract. The records and transcripts
48 shall be delivered to the arbitration panel within
49 five days after the secretary receives the request.
50 The chairperson of the arbitration panel may act

as a mediator to bring the parties together to effectuate a settlement. If after five days the mediation is not successful, the arbitration panel shall send written notice to the teacher and the board of the school district of the date, time, and location of a hearing. The arbitration panel shall hear the matter de novo and shall take testimony at a time and place set by the arbitration panel, but no later than forty days following selection of the arbitration panel or receipt of the appeal by the chairperson of the public employment relations board. The arbitration panel may subpoena witnesses and documents and hold a private conference, and shall render a decision on the appeal within ten days following the hearing. The determination of the panel of arbitrators shall be by majority vote and shall be final and binding, subject to appeal to the courts. The report of the panel of arbitrators shall be written by the chairperson. The arbitration panel may reinstate the teacher and award back pay. A complete transcript of the arbitration panel's hearings shall be kept and made available upon request by the interested parties. A copy of the decision shall be sent by certified mail to the teacher and school board secretary. All costs of the appeal shall be shared equally by the teacher and school board.

7. If either party is aggrieved by the arbitration panel's decision, the decision may be appealed within twenty days to the district court in the county in which the hearing was held. Notice of the appeal shall be made in writing to the other party when the appeal is filed. The arbitration panel's award may be modified, reversed, or set aside if the court determines that the arbitration panel acted without or in excess of the arbitration panel's authority or that the arbitration panel's findings of fact are not supported by a preponderance of the competent evidence on the record considered as a whole, or that the arbitration panel's award was procured by fraud or is contrary to law. The assessments of costs and attorney fees in such appeals shall be at the discretion of the court.

8. The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district. If the board is considering termination of a probationary teacher's contract, the board shall notify the probationary teacher in writing,

1 listing any alleged deficiencies and providing the
2 probationary teacher with a definite reasonable time
3 to correct the deficiencies. If the deficiencies
4 are not corrected to the board's satisfaction, the
5 contract of a probationary status teacher may be
6 terminated at the end of the contract period upon
7 written notice to that effect prior to April first
8 of any year. The written notice shall state the
9 reasons for termination. Following receipt of the
10 written notice, the probationary teacher may request
11 a private conference with the board, which shall be
12 held in accordance with the provisions of subsection
13 four (4) of this section. Within three days following
14 the private conference, the superintendent shall make
15 a written recommendation to the board. The board,
16 at its next meeting, shall, by roll call vote, decide
17 the retention or termination of the probationary
18 teacher. The board's decision shall be final and
19 binding unless the termination was based upon an
20 alleged violation of a constitutionally guaranteed
21 right of the teacher or an alleged violation of public
22 employee rights of the teacher under section twenty
23 point ten (20.10) of the Code.
24 Sec. 2. Section two hundred seventy-nine point
25 twenty-four (279.24), Code 1975, is amended by strik-
26 ing the section and inserting in lieu thereof the
27 following:
28 279.24 DISCHARGE OF TEACHER. The board may, by
29 a majority vote, discharge any teacher for any just
30 cause which may include incompetency or persistent
31 or substantial neglect of duty. Prior to the dis-
32 charge, the board shall conduct, at a meeting of the
33 board held for that purpose, a complete and impartial
34 investigation of the specific reasons for the proposed
35 action. The teacher shall receive three days written
36 notice of the time and place of such meeting, a
37 specification of the alleged causes for discharge
38 and a list of the witnesses proposed to be called
39 by the board, together with a brief summary of their
40 expected testimony. The teacher and the teacher's
41 representatives, if any, not to exceed five, shall be
42 allowed to be present at the meeting, to call and
43 cross-examine witnesses, and to otherwise make a
44 defense. A record of the meeting shall be made and
45 kept. Following the board decision to discharge the
46 teacher, the teacher shall be notified promptly in
47 writing, stating the specific reasons for the action.
48 Within twenty days following receipt of the deci-
49 sion of the board, the teacher may appeal the decision
50 following the procedure stated in section two hundred

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Page 7

1 seventy-nine point thirteen (279.13) of the Code.
2 However, the superintendent may suspend a teacher
3 for any of the reasons listed in this section and
4 recommend that the board discharge the teacher. The
5 superintendent shall immediately notify the board
6 of the suspension. The board shall meet within seven
7 days of receipt of the notice to consider discharging
8 the teacher and shall conduct a complete and impartial
9 investigation of the specific reasons for the
10 recommended discharge in the same manner as if the
11 teacher had not been suspended. The teacher shall
12 be notified by personal service of the time and place
13 of the meeting immediately after the meeting time
14 and place have been set. If the board votes not to
15 discharge the teacher, the teacher shall be reinstated
16 and the board shall award back pay for the period
17 during which the teacher was suspended."

H-6344 FILED - Withdrawn BY PATCHETT of Johnson
APRIL 20, 1976 DYRLAND of Clayton
WULFF of Black Hawk
GRIFFEE of Chickasaw

H-6342

1 Amend H-5285, filed by the Committee on
2 Education, to Senate File 205, as amended, passed,
3 and reprinted by the Senate, as follows:
4 1. Page 2, line 32, by striking the words
5 "the superintendent" and inserting in lieu there-
6 of the following: "a person designated by the
7 board".

H-6342 FILED - Out of order BY LAGESCHULTE of Bremer
APRIL 20, 1976

H-6341

1 Amend Senate File 205, as amended, passed and
2 reprinted by the Senate, as follows:
3 1. Page 3, line 31, by striking the words
4 "the superintendent" and inserting in lieu thereof
5 the following: "a person designated by the board".

H-6341 FILED - Out of order BY LAGESCHULTE of Bremer
APRIL 20, 1976

SENATE FILE 205

H-6298

1 Amend Senate File 205, as amended, passed
2 and reprinted by the Senate, as follows:
3 1. Page 5, by striking lines 20 and 21 and
4 inserting in lieu thereof the following: "of
5 available arbitrators who shall have knowledge of
6 the educational systems of the state. The public
7 employment relations board shall maintain a
8 separate list for the specific purpose of
9 administering this section. The school board".

H-6298 FILED - Out of order BY EGENES of Story
APRIL 14, 1976

H-6290

1 Amend the Education Committee amendment,
2 H-5285, to Senate File 205 as passed and reprinted
3 by the Senate as follows:
4 1. Page 4, line 34, by striking the words
5 "seven days" and inserting in lieu thereof the
6 words "ten school days or fourteen calendar days,
7 whichever is shorter,".

H-6290 FILED - Out of order BY EVANS of Grundy
APRIL 14, 1976

H-6284

1 Amend Senate File 205, as amended, passed and
2 reprinted by the Senate as follows:
3 1. Page 2, lines 19 and 20 by striking the
4 words "persistent or substantial neglect of
5 duty" and inserting in lieu thereof the words
6 "inattention to duty".
7 2. Page 7, by striking from lines 4 and 5
8 the words "persistent or substantial neglect
9 of duty" and insert in lieu thereof the words
10 "or inattention to duty".

H-6284 FILED - Out of order BY LIPSKY of Linn
APRIL 14, 1976

H-6327

Amend H-5285, the Committee on Education amendment, to Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 2, by inserting after line 41 the following amendments:

"___. Page 5, line 4, by striking the words "an arbitrator" and inserting in lieu thereof the words "a panel of three arbitrators".

___. Page 5, line 10, by striking the word "may" and inserting in lieu thereof the words "shall each".

___. Page 5, line 11, by striking the words "merged area" and inserting in lieu thereof the words "the state. The two parties shall then select a third arbitrator who is not required to possess residency requirements. The third arbitrator shall serve as chairperson of the panel of arbitrators. The parties shall immediately notify the secretary of the board of the selection of the panel and the names and addresses of the persons selected. If the third".

___. Page 5, by striking line 12.

___. Page 5, line 19, by striking the word "three" and inserting in lieu thereof the word "five".

___. Page 5, by striking line 23 and inserting in lieu thereof the words "only one name remains. If the remaining person is unacceptable to the two parties, the two parties may request an additional list of three names of available arbitrators from lists maintained by the public employment relations board. Names shall be stricken in the manner provided in this subsection."

___. Page 5, line 24, by striking the words "as the arbitrator".

___. Page 5, lines 27 and 28, by striking the words "the second" and inserting in lieu thereof the word "each".

___. Page 5, line 29, by striking the words "one of the two" and inserting in lieu thereof the words "each of the".

___. Page 5, line 33, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel".

___. Page 6, line 3, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel".

___. Page 6, line 4, by striking the words "The arbitrator" and inserting in lieu thereof the words "The chairperson of the arbitration panel may act as a mediator to bring the parties together to effectuate a settlement. If after five days, the mediation is not successful, the arbitration panel".

___. Page 6, line 7, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel".

___. Page 6, line 9, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel"."

2. Page 2, line 45, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel".

3. Page 2, by inserting after line 46 the following amendments:

"___. Page 6, line 11, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel".

___. Page 6, line 12, by inserting after the word "documents," the words "hold a private conference,".

___. Page 6, line 14, by inserting after the word "hearing." the words "The determination of the panel of arbitrators shall be by majority vote and shall be final and binding subject to appeal by the courts. The report of the panel of arbitrators shall be written by the chairperson."

___. Page 6, line 14, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel"."

4. Page 2, by inserting after line 49 the following amendment:

"___. Page 6, line 22, by striking the word "arbitrator's" and inserting in lieu thereof the words "arbitration panel's"."

5. Page 3, line 8, by striking the word "arbitrator's" and inserting in lieu thereof the words "arbitration panel's".

6. Page 3, line 12, by striking the word "arbitrator's and inserting in lieu thereof the words "arbitration panel's".

7. Page 3, line 14, by striking the word "arbitrator" and inserting in lieu thereof the words "arbitration panel".

8. Page 3, line 15, by striking the word "arbitrator's" and inserting in lieu thereof the words "arbitration panel's".

9. Page 3, line 16, by striking the word "arbitrator's" and inserting in lieu thereof the words "arbitration panel's".

10. Page 3, line 18, by striking the word "arbitrator's" and inserting in lieu thereof the words "arbitration panel's".

H-6327 FILED APRIL 19, 1976
Out of order

BY GRIFFEE of Chickasaw
HOWELL of Floyd
HUTCHINS of Guthrie
MILLER of Cerro Gordo
HUSAK of Tama
LONERGAN of Boone

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, by striking everything after
3 the enacting clause and inserting in lieu thereof
4 the following:
5 "Section 1. Section two hundred seventy-nine point
6 thirteen (279.13), Code 1975, is amended by striking
7 the section and inserting in lieu thereof the
8 following:
9 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC
10 CONTINUATION--TERMINATION PROCEDURE.
11 1. a. Contracts with teachers, which for the
12 purpose of this section means all certificated
13 employees of a school district and nurses employed
14 by the board, excluding superintendents, assistant
15 superintendents, principals and assistance principals,
16 shall be in writing and shall state the number of
17 contract days, the annual compensation to be paid,
18 and any other matters as may be mutually agreed upon,
19 including but not limited to educational leaves and
20 reimbursement for tuition paid by the teacher for
21 courses approved by the board of directors, and which
22 may include employment for a term not exceeding the
23 ensuing school year, except as otherwise authorized.
24 b. For the purpose of this section "educational
25 leave" means a leave granted to an employee for the
26 purpose of study including study in areas outside
27 of a teacher's area of specialization, travel, or
28 other reasons deemed by the board to be of value to
29 the school system.
30 c. A contract is invalid if the teacher is under
31 contract with another board of directors to teach
32 during the same time period, until a release from
33 the other contract is achieved. The contract shall
34 be signed by the president of the board when tendered.
35 After it is signed by the teacher, the contract shall
36 be filed with the secretary of the board before the
37 teacher enters into performance under the contract.
38 2. If the teacher has been employed at least three
39 consecutive years as a teacher in the same school
40 district, the contract shall remain in force and
41 effect for the period stated in the contract and shall
42 be automatically continued for equivalent periods,
43 except as modified or terminated by mutual agreement
44 of the board of directors and the teacher or as
45 terminated in accordance with the provisions specified
46 in this chapter. A contract shall not be offered
47 by the employing board to a teacher under its
48 jurisdiction prior to March first of any year. A
49 teacher who has not accepted a contract for the ensuing
50 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 less than twenty-one days after the contract has been offered.

3. a. The board may adopt a resolution finding just cause for terminating the contract with the teacher. If this resolution is adopted, the board shall cause the teacher to be notified in writing of it within five days of its adoption. This notice shall be served by receipted personal service or by certified mail. If served by certified mail, the act of mailing shall constitute completion of service. In any event, this notice shall not be served later than March fifteenth and shall state the specific reasons for considering the contract termination. These reasons shall be any just cause affecting performance of duties which may include incompetency, persistent or substantial neglect of duty, physical or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following one year's leave of absence, or factors which require an adjustment, realignment, or reduction of the staff.

b. Before adoption of a resolution finding just cause for termination is voted upon pursuant to paragraph a of this subsection, a member of the school administrative staff shall, at least thirty days prior to this vote, provide the teacher with a written statement of specific alleged deficiencies constituting grounds for termination.

c. At any time during proceedings under this section, the teacher's complete personnel file shall be made available to the teacher. This file shall contain a record of all periodic reviews between the teacher and appropriate supervisors.

4. a. Within ten days of service of notice under subsection three (3) of this section, the teacher may make written request to the secretary of the board that notifications be forwarded to the public employment relations board requesting appointment of a fact finder. This fact finder shall convene a fact finding hearing between ten and twenty days after the date the teacher makes written request to the secretary. The fact finder shall also cause reasonable written notice of the date, time, and location of the hearing

to be given to the parties.

b. The fact finding hearing shall:

(1) Be reported by a person qualified to report proceedings before the courts of this state;

(2) Not be subject to chapter twenty-eight A (28A) of the Code;

(3) Not be limited to technical rules of evidence which preclude the introduction of evidence;

(4) Be subject to the rules governing the conduct and compensation of witnesses in civil cases, unless the context clearly dictates otherwise; and

(5) Be limited in scope to the specific reasons stated in the written notice served under paragraph a of subsection three (3) of this section.

c. The fact finding hearing may be attended as a matter of right by:

(1) Members of the board or their legal representatives, if any;

(2) The superintendent or the superintendent's representative; and

(3) The teacher and teacher's representatives, if any, but not to exceed five such representatives.

d. The fact finder may issue subpoenas in personam and subpoenas duces tecum upon the request of and showing by any party that the witnesses or material to be subject to the subpoena are material to the presentation of the applicant's case. At least three days prior to the hearing, each party shall notify the other parties of all witnesses and materials that will be presented at the hearing.

e. The costs of the hearing, except attorney fees, shall be paid by the board.

f. A complete transcript of the hearing shall be prepared. A copy of it shall be given to the teacher. The fact finder shall cause the hearing record to be certified to the board within twenty days of completion of the hearing.

g. Within ten days of receipt of the certified record, the board shall meet to determine whether to continue or terminate the teacher's contract. At the option of the teacher, this meeting shall be subject to chapter twenty-eight A (28A) of the Code. If the board determines to terminate the teacher's contract, it shall specify the specific grounds of just cause upon which the determination is based.

h. The transcript and material presented shall be subject to chapter sixty-eight A (68A) of the Code only if there is an appeal.

5. a. A teacher may appeal the board's deter-

1 mination to terminate to the district court for the
2 county in which the school district's principal offices
3 are located. This appeal shall be filed within twenty
4 days of service of the board's determination upon
5 the teacher. The rules of civil procedure shall
6 govern this appeal, except the court's review shall
7 be on the certified transcript of the fact finding
8 hearing.
9 b. The board's determination may be modified,
10 reversed, or set aside if the court determines that:
11 (1) The board acted without or in excess of its
12 authority; or
13 (2) The determination is not supported by a pre-
14 ponderance of the competent evidence in the record
15 considered as a whole; or
16 (3) The determination was procured by fraud or
17 is contrary to law.
18 c. If the court modifies, reverses, or sets aside
19 the board's determination, it may also reinstate the
20 teacher and award back pay. The court may assess
21 costs of appeal and attorney fees.
22 6. a. The first three consecutive years of
23 employment of a teacher in the same school district
24 are a probationary period. However, a board of
25 directors may waive the probationary period for any
26 teacher who previously has served a probationary
27 period in another school district. If the board is
28 considering termination of a probationary teacher's
29 contract, the board shall, at least thirty days prior
30 to the vote on termination, notify the probationary
31 teacher in writing of specific alleged deficiencies
32 constituting grounds for termination. If the
33 deficiencies are not corrected to the board's
34 satisfaction, the contract of a probationary status
35 teacher may be terminated at the end of the contract
36 period upon written notice to that effect prior to
37 April first of any year. The written notice shall
38 state the reasons for termination.
39 b. Following receipt of the written notice, the
40 probationary teacher may request a private conference
41 with the board. Within five days following receipt
42 of the written notice that the board has voted to
43 consider termination of a contract, the teacher may
44 request in writing to the secretary of the board a
45 private conference with the board. The private
46 conference shall not be subject to chapter twenty-
47 eight A (28A) of the Code and shall be held between
48 ten days and twenty days following the receipt of
49 the request. The secretary of the board shall notify
50 the teacher in writing of the date, time, and location

1 of the private conference. The conference shall be
2 attended by members of the board and their legal
3 representatives if any, the superintendent or the
4 superintendent's representative, the teacher and the
5 teacher's representatives, if any, not to exceed five
6 representatives, and the teacher's immediate supervisor
7 and the supervisor's representatives, if any. The
8 discussion at the conference shall be limited to the
9 specific reasons stated in the notice to consider
10 termination. Any material removed from the teacher's
11 personnel file or other material to be introduced
12 at the conference shall be provided the teacher not
13 less than five days preceding the conference. A
14 participant in the conference shall not be liable
15 for any damages to any person if any statement at
16 the conference is determined to be erroneous if the
17 statement was made in good faith.
18 c. Within three days following the private
19 conference, the superintendent shall make a written
20 recommendation to the board. The board, at its next
21 meeting, shall by roll call vote decide the retention
22 or termination of the probationary teacher. The
23 board's decision shall be final and binding, unless
24 the termination was based upon an alleged violation
25 of a constitutionally guaranteed right of the teacher
26 or an alleged violation of public employee rights
27 of the teacher under section twenty point ten (20.10)
28 of the Code.
29 Sec. 2. Section two hundred seventy-nine point
30 twenty-four (279.24), Code 1975, is amended by striking
31 the section and inserting in lieu thereof the
32 following:
33 279.24 DISCHARGE OF TEACHER.
34 1. The board may, by a majority vote, discharge
35 any teacher for any just cause which may include
36 incompetency, presistent or substantial neglect of
37 duty. Prior to the discharge, the board shall conduct,
38 at a meeting of the board held for that purpose, a
39 complete and impartial investigation of the specific
40 reasons for the proposed action. The teacher shall
41 receive three days written notice of the time and
42 place of such meeting, a specification of the alleged
43 causes for discharge, and a list of the witnesses
44 proposed to be called by the board, together with
45 a brief summary of their expected testimony. The
46 teacher and the teacher's representatives, if any,
47 not to exceed five shall be allowed to be present
48 at the meeting, to call and cross-examine witnesses,
49 and to otherwise make a defense. A record of the
50 meeting shall be made and kept. Following the board

1 decision to discharge the teacher, the teacher shall
2 be notified promptly in writing, stating the specific
3 reasons for the action.
4 2. Within twenty days following receipt of the
5 decision of the board, the teacher may appeal the
6 decision following the procedure stated in section
7 two hundred seventy-nine point thirteen (279.13) of
8 the Code. However, the superintendent may suspend
9 a teacher for any of the reasons listed in this section
10 and recommend that the board discharge the teacher.
11 The superintendent shall immediately notify the board
12 of the suspension. The board shall meet within seven
13 days of receipt of the notice to consider discharging
14 the teacher and shall conduct a complete and impartial
15 investigation of the specific reasons for the
16 recommended discharge in the same manner as if the
17 teacher had not been suspended. The teacher shall
18 be notified by personal service of the time and place
19 of the meeting immediately after the meeting time
20 and place have been set. If the board votes not to
21 discharge the teacher, the teacher shall be reinstated
22 and the board shall award back pay for the period
23 during which the teacher was suspended.
24 Sec. 3. Section twenty point six (20.6), Code
25 1975, is amended by adding the following new
26 subsection:
27 NEW SUBSECTION. Maintain a list of qualified
28 persons representative of the public to be available
29 to serve as fact finders in contract termination
30 disputes under section two hundred seventy-nine point
31 thirteen (279.13) of the Code and establish their
32 compensation rates."

H-6257 FILED. adopted as amended by 4559, 5/6 (p. 2491) BY OAKLEY of Clinton
APRIL 12, 1976

1 Amend H-5285, filed by the Committee on Education,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, as follows:
4 1. Page 1, by inserting after line 2 the following
5 amendment:
6 "___. Page 1, by inserting before line 1 the fol-
7 lowing sections:
8 "Sec.____. Section twenty point seven (20.7),
9 subsection three (3), Code 1975, is amended to read
10 as follows:
11 3. Suspend or discharge public employees for
12 proper cause except as otherwise provided by law.
13 Sec.____. Section twenty point nine (20.9),
14 unnumbered paragraph one (1), Code 1975, is amended
15 to read as follows:
16 The public employer and the employee organization
17 shall meet at reasonable times, including meetings
18 reasonably in advance of the public employer's budget-
19 making process, to negotiate in good faith with respect
20 to wages, hours, vacations, insurance, holidays,
21 leaves of absence, shift differentials, overtime
22 compensation, supplemental pay, seniority, transfer
23 procedures, job classifications, health and safety
24 matters, evaluation procedures, procedures for staff
25 reduction, in-service training and other matters
26 mutually agreed upon. Negotiations shall also include
27 terms authorizing dues checkoff for members of the
28 employee organization and grievance procedures for
29 resolving any questions arising under the agreement,
30 which shall be embodied in a written agreement and
31 signed by the parties. If an agreement provides for
32 dues checkoff, a member's dues may be checked off
33 only upon the member's written request and the member
34 may terminate the dues checkoff at any time by giving
35 thirty days' written notice. Such obligation to
36 negotiate in good faith does not compel either party
37 to agree to a proposal or make a concession. However,
38 if the public employer is subject to the provisions
39 of sections two hundred seventy-nine point thirteen
40 (279.13) and two hundred seventy-nine point twenty-
41 four (279.24) of the Code, the subject matter contained
42 in those sections shall not be included in the scope
43 of negotiations.
44 Sec. ___. Chapter two hundred seventy-two A
45 (272A), Code 1975, is amended by adding the following
46 new section:
47 NEW SECTION. LISTS OF FACT FINDERS. The commission
48 shall prepare a list of persons available to serve
49 as fact finders in contract termination disputes
50 under section two hundred seventy-nine point thirteen

1 (279.13) of the Code. The persons on the lists shall
2 possess current valid teachers' or administrators'
3 certificates with a minimum of two years experience
4 as a teacher or administrator.""
5 2. Page 1, by striking lines 7 through 14 and
6 inserting in lieu thereof the following:
7 "___. Page 1, by striking lines 11 through 14
8 and inserting in lieu thereof the following: "the
9 annual compensation to be paid and all specific
10 conditions for termination of a contract as agreed
11 upon by each teacher and the employing board or its
12 authorized representative pursuant to the provisions
13 of this section. Terms such as "just cause", "good
14 cause", "for cause", and "other just cause" shall
15 not be used in determining specific conditions for
16 termination of a contract. Matters such as educational
17 leave, reimbursement for courses approved by the board
18 of directors, and other benefits shall be determined
19 by policy of the board of directors and shall not
20 be included in any contract issued under this section.
21 ___. Page 1, line 15, by striking the words "for
22 approved causes.""
23 3. Page 1, by striking lines 45 through 50.
24 4. Page 2, by striking line 1 and inserting in
25 lieu thereof the following:
26 "___. Page 2, line 19, by striking the words ":
27 Incompetency, persistent or".
28 ___. Page 2, by striking lines 20 through 25 and
29 inserting in lieu thereof the words: "clearly and
30 specifically stated in the contract of each teacher
31 including physical or mental disability or sickness
32 which interferes with performance of duty as shown
33 by competent medical evidence and following one year's
34 leave of absence or factors which"."
35 5. Page 2, by inserting after line 7 the follow-
36 ing amendment:
37 "___. Page 3, line 9, by inserting after the word
38 "board" the following: "and may request the
39 appointment of a fact finder to serve as an impartial
40 examiner to appraise the facts underlying the intent
41 to terminate the contract of the teacher and to make
42 recommendations to the board. The secretary shall
43 send notice by certified mail to the professional
44 teaching practices commission established in chapter
45 two hundred seventy-two A (272A) of the Code. Within
46 ten days following receipt of the notice, the
47 chairperson of the professional teaching practices
48 commission shall submit to the school board and the
49 teacher a list of three names of available fact finders
50 from lists maintained by the professional teaching

practices commission. The fact finders on the list shall be residents of the merged area in which the school district is located, but shall not be employed by or a member of the board involved in the contract dispute. The school board and the teacher shall remove names from the list until only one name remains and that person shall serve as the fact finder. The party entitled to remove the first name shall be determined by lot. The party having the right to remove the first name shall do so within two days of receipt of the list and the second party shall have one additional day to remove one of the two remaining names. The secretary of the board shall inform the chairperson of the professional teaching practices commission of the name of the fact finder selected. Within ten days following the selection, the fact finder shall request in writing from the secretary of the board of the school district all records and transcripts of the proceedings relating to the termination of the teacher's contract. The records and transcripts shall be delivered to the fact finder prior to the date of the private conference"."

6. Page 2, line 15, by inserting after the word "five," the words "the fact finder,".

7. Page 2, line 25, by inserting after the word "board" the words "and to the fact finder".

8. Page 2, by inserting after line 27 the following amendment:

"___. Page 4, by striking lines 4 through 7 and inserting in lieu thereof the following: "board members and the fact finder.

The fact finder shall review all records and transcripts and evidence presented by both parties and within fourteen days following the date on which the private conference is held, the fact finder shall make a written recommendation to the board concerning the specific conditions which have been stated in the notice of consideration for termination. A copy of the fact finder's recommendation shall be sent by certified mail to the teacher. Within five days following receipt of the recommendation by the board, the board shall meet to determine the continuance or"."

9. Page 2, line 33, by inserting after the word "submitted" the words "and the written recommendation of the fact finder if a fact finder was used".

10. Page 2, by striking lines 36 and 37.

11. Page 2, line 38, by striking the figure "20" and inserting in lieu thereof the figure "16".

12. Page 2, line 39, by striking the figure "34" and inserting in lieu thereof the figure "35".

13. Page 2, by striking lines 40 through 50 and inserting in lieu thereof the following amendments:

"___. Page 5, by striking lines 1 through 35.

___. Page 6, by striking lines 1 through 27."

14. Page 3, by striking lines 1 through 4.

15. Page 3, line 7, by striking the words "either party" and inserting in lieu thereof the words "the teacher".

16. Page 3, line 8, by striking the word "arbitrator's" and inserting in lieu thereof the word "board's".

17. Page 3, line 11, by striking the words "other party" and inserting in lieu thereof the word "board".

18. Page 3, by striking lines 12 through 19 and inserting in lieu thereof the words "appeal is filed."

19. Page 4, by striking lines 6 through 12 and inserting in lieu thereof the following:

"___. Page 7, by striking lines 4, 5, and 6 and inserting in lieu thereof the words: "any teacher only for reasons clearly and specifically stated in the contract of each teacher including physical or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following one year's leave of absence or factors which require a reduction of staff. Prior to the discharge,"."

20. By renumbering sections and subsections as necessary.

H-6238 FILED - Out of order BY KOOGLER of Mahaska
APRIL 8, 1976

1 Amend the Oakley amendment H-6235 to Senate File
2 205, as amended and passed by the Senate and reprinted,
3 as follows:
4 1. Page 1, line 2, by inserting after the word
5 "striking" the words "everything after".
6 2. Page 1, line 3, by inserting after the word
7 "clause" the following:
8 "and inserting in lieu thereof the following:
9 Sec. ___. Section two hundred seventy-nine point
10 thirteen (279.13), Code 1975, is amended by striking
11 the section and inserting in lieu thereof the
12 following:
13 279.13 CONTRACTS WITH TEACHERS--AUTOMATIC
14 CONTINUATION--TERMINATION PROCEDURE.
15 1. a. Contracts with teachers, which for the
16 purpose of this section means all certificated
17 employees of a school district and nurses employed
18 by the board, excluding superintendents, assistant
19 superintendents, principals and assistance principals,
20 shall be in writing and shall state the number of
21 contract days, the annual compensation to be paid,
22 and any other matters as may be mutually agreed upon,
23 including but not limited to educational leaves and
24 reimbursement for tuition paid by the teacher for
25 courses approved by the board of directors, and which
26 may include employment for a term not exceeding the
27 ensuing school year, except as otherwise authorized.
28 b. For the purpose of this section "educational
29 leave" means a leave granted to an employee for the
30 purpose of study including study in areas outside
31 of a teacher's area of specialization, travel, or
32 other reasons deemed by the board to be of value to
33 the school system.
34 c. A contract is invalid if the teacher is under
35 contract with another board of directors to teach
36 during the same time period, until a release from
37 the other contract is achieved. The contract shall
38 be signed by the president of the board when tendered.
39 After it is signed by the teacher, the contract shall
40 be filed with the secretary of the board before the
41 teacher enters into performance under the contract.
42 2. If the teacher has been employed at least three
43 consecutive years as a teacher in the same school
44 district, the contract shall remain in force and
45 effect for the period stated in the contract and shall
46 be automatically continued for equivalent periods,
47 except as modified or terminated by mutual agreement
48 of the board of directors and the teacher or as
49 terminated in accordance with the provisions specified
50 in this chapter. A contract shall not be offered

by the employing board to a teacher under its jurisdiction prior to March first 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 less than twenty-one days after the contract has been offered.

3. a. The board may adopt a resolution finding just cause for terminating the contract with the teacher. If this resolution is adopted, the board shall cause the teacher to be notified in writing of it within five days of its adoption. This notice shall be served by receipted personal service or by certified mail. If served by certified mail, the act of mailing shall constitute completion of service. In any event, this notice shall not be served later than March fifteenth and shall state the specific reasons for considering the contract termination. These reasons shall be any just cause affecting performance of duties which may include incompetency, persistent or substantial neglect of duty, physical or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following one year's leave of absence, or factors which require an adjustment, realignment, or reduction of the staff.

b. Before adoption of a resolution finding just cause for termination is voted upon pursuant to paragraph a of this subsection, a member of the school administrative staff shall, at least thirty days prior to this vote, provide the teacher with a written statement of specific alleged deficiencies constituting grounds for termination.

c. At any time during proceedings under this section, the teacher's complete personnel file shall be made available to the teacher. This file shall contain a record of all periodic reviews between the teacher and appropriate supervisors.

4. a. Within ten days of service of notice under subsection three (3) of this section, the teacher may make written request to the secretary of the board that notifications be forwarded to the public employment relations board requesting appointment of a fact finder. This fact finder shall convene a fact finding

hearing between ten and twenty days after the date the teacher makes written request to the secretary. The fact finder shall also cause reasonable written notice of the date, time, and location of the hearing to be given to the parties.

b. The fact finding hearing shall:

(1) Be reported by a person qualified to report proceedings before the courts of this state;

(2) Not be subject to chapter twenty-eight A (28A) of the Code;

(3) Not be limited to technical rules of evidence which preclude the introduction of evidence;

(4) Be subject to the rules governing the conduct and compensation of witnesses in civil cases, unless the context clearly dictates otherwise; and

(5) Be limited in scope to the specific reasons stated in the written notice served under paragraph a of subsection three (3) of this section.

c. The fact finding hearing may be attended as a matter of right by:

(1) Members of the board or their legal representatives, if any;

(2) The superintendent or the superintendent's representative; and

(3) The teacher and teacher's representatives, if any, but not to exceed five such representatives.

d. The fact finder may issue subpoenas in personam and subpoenas duces tecum upon the request of and showing by any party that the witnesses or material to be subject to the subpoena are material to the presentation of the applicant's case. At least three days prior to the hearing, each party shall notify the other parties of all witnesses and materials that will be presented at the hearing.

e. The costs of the hearing, except attorney fees, shall be paid by the board.

f. A complete transcript of the hearing shall be prepared. A copy of it shall be given to the teacher. The fact finder shall cause the hearing record to be certified to the board within twenty days of completion of the hearing.

g. Within ten days of receipt of the certified record, the board shall meet to determine whether to continue or terminate the teacher's contract. At the option of the teacher, this meeting shall be subject to chapter twenty-eight A (28A) of the Code. If the board determines to terminate the teacher's contract, it shall specify the specific grounds of just cause upon which the determination is based.

1 h. The transcript and material presented shall
2 be subject to chapter sixty-eight A (68A) of the Code
3 only if there is an appeal.
4 5. a. A teacher may appeal the board's deter-
5 mination to terminate to the district court for the
6 county in which the school district's principal offices
7 are located. This appeal shall be filed within twenty
8 days of service of the board's determination upon
9 the teacher. The rules of civil procedure shall
10 govern this appeal, except the court's review shall
11 be on the certified transcript of the fact finding
12 hearing.
13 b. The board's determination may be modified,
14 reversed, or set aside if the court determines that:
15 (1) The board acted without or in excess of its
16 authority; or
17 (2) The determination is not supported by a pre-
18 ponderance of the competent evidence in the record
19 considered as a whole; or
20 (3) The determination was procured by fraud or
21 is contrary to law.
22 c. If the court modifies, reverses, or sets aside
23 the board's determination, it may also reinstate the
24 teacher and award back pay. The court may assess
25 costs of appeal and attorney fees.
26 6. a. The first three consecutive years of
27 employment of a teacher in the same school district
28 are a probationary period. However, a board of
29 directors may waive the probationary period for any
30 teacher who previously has served a probationary
31 period in another school district. If the board is
32 considering termination of a probationary teacher's
33 contract, the board shall, at least thirty days prior
34 to the vote on termination, notify the probationary
35 teacher in writing of specific alleged deficiencies
36 constituting grounds for termination. If the
37 deficiencies are not corrected to the board's
38 satisfaction, the contract of a probationary status
39 teacher may be terminated at the end of the contract
40 period upon written notice to that effect prior to
41 April first of any year. The written notice shall
42 state the reasons for termination.
43 b. Following receipt of the written notice, the
44 probationary teacher may request a private conference
45 with the board. Within five days following receipt
46 of the written notice that the board has voted to
47 consider termination of a contract, the teacher may
48 request in writing to the secretary of the board a
49 private conference with the board. The private
50 conference shall not be subject to chapter twenty-

1 eight A (28A) of the Code and shall be held between
2 ten days and twenty days following the receipt of
3 the request. The secretary of the board shall notify
4 the teacher in writing of the date, time, and location
5 of the private conference. The conference shall be
6 attended by members of the board and their legal
7 representatives if any, the superintendent or the
8 superintendent's representative, the teacher and the
9 teacher's representatives, if any, not to exceed five
10 representatives, and the teacher's immediate supervisor
11 and the supervisor's representatives, if any. The
12 discussion at the conference shall be limited to the
13 specific reasons stated in the notice to consider
14 termination. Any material removed from the teacher's
15 personnel file or other material to be introduced
16 at the conference shall be provided the teacher not
17 less than five days preceding the conference. A
18 participant in the conference shall not be liable
19 for any damages to any person if any statement at
20 the conference is determined to be erroneous if the
21 statement was made in good faith.
22 c. Within three days following the private
23 conference, the superintendent shall make a written
24 recommendation to the board. The board, at its next
25 meeting, shall by roll call vote decide the retention
26 or termination of the probationary teacher. The
27 board's decision shall be final and binding, unless
28 the termination was based upon an alleged violation
29 of a constitutionally guaranteed right of the teacher
30 or an alleged violation of public employee rights
31 of the teacher under section twenty point ten (20.10)
32 of the Code.
33 Sec. __. Section two hundred seventy-nine point
34 twenty-four (279.24), Code 1975, is amended by striking
35 the section and inserting in lieu thereof the
36 following:
37 279.24 DISCHARGE OF TEACHER.
38 1. The board may, by a majority vote, discharge
39 any teacher for any just cause which may include
40 incompetency, presistent or substantial neglect of
41 duty. Prior to the discharge, the board shall conduct,
42 at a meeting of the board held for that purpose, a
43 complete and impartial investigation of the specific
44 reasons for the proposed action. The teacher shall
45 receive three days written notice of the time and
46 place of such meeting, a specification of the alleged
47 causes for discharge, and a list of the witnesses
48 proposed to be called by the board, together with
49 a brief summary of their expected testimony. The
50 teacher and the teacher's representatives, if any,

1 not to exceed five shall be allowed to be present
2 at the meeting, to call and cross-examine witnesses,
3 and to otherwise make a defense. A record of the
4 meeting shall be made and kept. Following the board
5 decision to discharge the teacher, the teacher shall
6 be notified promptly in writing, stating the specific
7 reasons for the action.
8 2. Within twenty days following receipt of the
9 decision of the board, the teacher may appeal the
10 decision following the procedure stated in section
11 two hundred seventy-nine point thirteen (279.13) of
12 the Code. However, the superintendent may suspend
13 a teacher for any of the reasons listed in this section
14 and recommend that the board discharge the teacher.
15 The superintendent shall immediately notify the board
16 of the suspension. The board shall meet within seven
17 days of receipt of the notice to consider discharging
18 the teacher and shall conduct a complete and impartial
19 investigation of the specific reasons for the
20 recommended discharge in the same manner as if the
21 teacher had not been suspended. The teacher shall
22 be notified by personal service of the time and place
23 of the meeting immediately after the meeting time
24 and place have been set. If the board votes not to
25 discharge the teacher, the teacher shall be reinstated
26 and the board shall award back pay for the period
27 during which the teacher was suspended.
28 Sec. __. Section twenty point six (20.6), Code
29 1975, is amended by adding the following new
30 subsection:
31 NEW SUBSECTION. Maintain a list of qualified
32 persons representative of the public to be available
33 to serve as fact finders in contract termination
34 disputes under section two hundred seventy-nine point
35 thirteen (279.13) of the Code and establish their
36 compensation rates".

H-6236 FILED- Out of order BY OAKLEY OF Clinton
APRIL 8, 1976

SUBSTITUTE THIS AMENDMENT FOR THE H-6223 PUBLISHED IN FRIDAY'S CLIP SHEET.

SENATE FILE 205

H-6223

Amend Senate File 205, as amended, passed and reprinted by the Senate, as follows:

1. Page 3, by striking lines 5 through 35 and inserting in lieu thereof the following:

"4. Within five days after receipt of the written notice that the board has voted to consider termination of the contract, the teacher may request in writing to the secretary of the board, that the notification be forwarded to the Professional Teaching Practices Commission along with a request that the Professional Teaching Practices Commission submit a list of five (5) qualified hearing officers to the parties. Within three days (3) of receipt of the list of qualified hearing officers the teacher and the school board shall select a hearing officer by alternatively removing a name from the list until only one name remains. The person whose name remains shall become the hearing officer. The teacher and the school board shall determine by lot which party shall remove the first name from the list submitted by the commission.

If the teacher does not request such a hearing, the board, within fifteen days after receipt by the teacher of the written notice of consideration of termination of the contract, may determine the continuance or discontinuance of the contract. Board action shall be by majority roll call vote entered in the minutes of the meeting. Notice of the board action shall be immediately sent to the teacher by certified mail.

5. The hearing officer shall notify the secretary of the school board and the teacher in writing concerning the date, time, and location of the hearing. The board may be represented by their legal representative, if any, and the superintendent and the superintendent's representative. The teacher shall appear and may be represented by counsel and by the teacher's representative, if any. The hearing officer shall hold a hearing, make findings of fact, and make a recommended decision. The hearing shall be held not sooner than fifteen (15) days and not later than twenty-five (25) days following the teacher's request. The hearing shall be conducted pursuant to rules adopted by the Professional Teaching Practices Commission. The hearing officer shall have the authority to issue subpoenas to compel the attendance of witnesses and the production of records pertinent to the case. Evidence

1 presented at the hearing shall be limited to the
2 specific reasons stated in the notice to consider
3 termination. Each party shall have the right to
4 call witnesses in its own behalf and to cross ex-
5 amine other witnesses. A transcript or recording
6 shall be made of the proceedings at the hearing.
7 No participant in the private hearing shall be
8 liable for any damage to any person if any state-
9 ment is determined to be erroneous as long as the
10 statement was made in good faith at the hearing.
11 6. Upon the conclusion of the hearing, the
12 hearing officer, within fifteen days, shall make
13 a recommended decision as to whether or not the
14 teacher should be dismissed, and shall give a
15 copy of the recommended decision to the teacher
16 and the school board. The recommended decision
17 of the hearing officer shall become the final de-
18 cision of the board unless within ten days after
19 the filing of such decision, the teacher files a
20 written notice of appeal with the secretary of the
21 board, or the board on its own motion, determines
22 to review the decision. Board action to review
23 the hearing officer's recommended decision shall
24 be by majority roll call vote, entered in the
25 minutes of the meeting. The board shall immedi-
26 ately notify the teacher of its action by certi-
27 fied mail.
28 7. If the teacher appeals to the board, or
29 if the board determines on its own motion to re-
30 view the recommended decision of the hearing officer
31 a private hearing shall be held before the board
32 within five days after the petition for review, or
33 motion for review, has been made. The board shall
34 hear the case upon the record as submitted before
35 the hearing officer, except that new evidence may
36 be considered. The secretary of the board shall
37 give the teacher written notice of the time, place,
38 and date of hearing. The board may be represented
39 by its legal counsel, if any, the superintendent
40 and the superintendent's representative. The
41 teacher shall appear and may be represented by
42 counsel and the teacher's representative, if any.
43 No participant in the private hearing shall be
44 liable for any damage to any person if any state-
45 ment is determined to be erroneous as long as the
46 statement was made in good faith at the hearing.
47 The board shall meet within five days after the
48 conclusion of the hearing to determine the ques-
49 tion of continuance or discontinuance of the con-
50 tract. The board shall take action by a majority

1 roll call vote, entered in the minutes of the
2 board.
3 The secretary of the board shall mail notice
4 of the board's action to the teacher by certified
5 mail, which shall be mailed immediately.
6 8. A teacher within thirty days after noti-
7 fication by the board of discontinuance of the
8 contract may appeal to the district court of the
9 county in which the administrative office of the
10 school district is located.
11 The court may affirm the board's action.
12 The court shall reverse, modify, or grant any
13 other appropriate relief from the board action,
14 equitable or legal, and including declaratory
15 relief, if rights of the teacher have been pre-
16 judiced because the board action is:
17 a. In violation of constitutional or
18 statutory provisions.
19 b. In excess of the statutory authority of
20 the board.
21 c. In violation of board policy or rule.
22 d. Made upon unlawful procedure.
23 e. Affected by other error of law.
24 f. Unsupported by a preponderance of the
25 competent evidence on the record when
26 that record is reviewed as a whole.
27 g. Unreasonable, arbitrary or capricious or
28 characterized by an abuse of discretion
29 or clearly unwarranted exercise of dis-
30 cretion.
31 2. Page 4, by striking lines 1 through 35.
32 3. Page 5, by striking lines 1 through 35.
33 4. Page 6, by striking lines 1 through 27.
34 5. Page 7, by inserting after line 23 the
35 following section:
36 Sec.___. Chapter two hundred seventy-two A
37 (272A), Code 1975, is amended by adding the follow-
38 ing new section:
39 NEW SECTION: The commission shall maintain a
40 list of qualified hearing officers who shall have
41 knowledge of the educational systems of this state.
42 When requested under the provisions of section two
43 hundred seventy-nine point thirteen (279.13) of the
44 Code, the commission shall immediately submit a
45 list of five (5) qualified hearing officers to the
46 parties. The hearing shall be held pursuant to rules
47 adopted by the Professional Teaching Practices Com-
48 mission. The full costs of the hearing shall be
49 shared equally by the parties. No person who is
50 employed as a teacher or administrator by a school

1 district or is serving as an incumbent school board
2 member may serve as a hearing officer.
3 6. By renumbering subsections as necessary.

SENATE FILE 205

H-6283

1 Amend Senate File 205, as amended, passed
2 and reprinted by the Senate, as follows:
3 1. Page 1, line 20, strike the words
4 "when tendered, and after it is signed by" and
5 insert in lieu thereof the words "and teacher
6 and".
7 2. Page 1, line 21, strike the words "the
8 teacher the contract".

H-6283 FILED - Out of order BY HANSEN of O'Brien
APRIL 13, 1976

H-6304

1 Amend the Committee on Education amendment, H-5285,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, as follows:
4 1. Page 1, line 5, by striking the word ",
5 assistant" and inserting in lieu thereof the words
6 "and assistant".
7 2. Page 1, by striking line 6 and inserting in
8 lieu thereof the word "superintendents"".

H-6304 FILED - Out of order BY HORN of Linn
APRIL 15, 1976
PATCHETT of Johnson
DRYLAND of Clayton
BYERLY of Polk
MENNENGA of Clinton
WULFF of Black Hawk
CLARK of Lee
HALVORSON of Clayton
AVENSON of Fayette
JORDAN of Linn
CONNORS of Polk
WALTER of Pottawattamie
WELLS of Linn
BINA of Scott
ANDERSON of Jasper
HARGRAVE of Johnson
NEWHARD of Jones
RINAS of Linn
MONROE of Des Moines
KRAUSE of Palo Alto
PONCY of Wapello

H-6324

1 Amend Senate File 205 as amended, passed and
2 reprinted by the Senate as follows:
3 1. Page 1, line 12, by striking the word
4 "including".
5 2. Page 1, by striking lines 13 through 15
6 and by inserting in lieu thereof the following:
7 "which may include employment for a term not
8 exceeding the ensuing school year, except as
9 otherwise authorized. The contract".

H-6324 FILED - Out of order BY HARVEY of Scott
APRIL 19, 1976

SENATE FILE 205

H-6223

Reprinted

1 Amend Senate File 205, as amended, passed and
2 reprinted by the Senate, as follows:
3
4 1. Page 3, by striking lines 5 through 35
5 and inserting in lieu thereof the following:
6 "4. Within five days after receipt of the
7 written notice that the board has voted to con-
8 sider termination of the contract, the teacher
9 may request in writing to the secretary of the
10 board, that the notification be forwarded to the
11 Professional Teaching Practices Commission along
12 with a request that the Professional Teaching
13 Practices Commission submit a list of five (5)
14 qualified hearing officers to the parties. With-
15 in three days (3) of receipt of the list of qual-
16 ified hearing officers the teacher and the school
17 board shall select a hearing officer by alterna-
18 tively removing a name from the list until only
19 one name remains. The person whose name remains
20 shall become the hearing officer. The teacher
21 and the school board shall determine by lot
22 which party shall remove the first name from the
23 list submitted by the commission.
24 If the teacher does not request such a hear-
25 ing, the board, within fifteen days after receipt
26 by the teacher of the written notice of considera-
27 tion of termination of the contract, may determine
28 the continuance or discontinuance of the contract.
29 Board action shall be by majority roll call vote
30 entered in the minutes of the meeting. Notice of
31 the board action shall be immediately sent to the
32 teacher by certified mail.
33 5. The hearing officer shall notify the
34 secretary of the school board and the teacher in
35 writing concerning the date, time, and location
36 of the hearing. The board may be represented by
37 their legal representative, if any, and the super-
38 intendent and the superintendent's representative.
39 The teacher shall appear and may be represented by
40 counsel and by the teacher's representative, if any.
41 The hearing officer shall hold a hearing, make find-
42 ings of fact, and make a recommended decision. The
43 hearing shall be held not sooner than fifteen (15)
44 days and not later than twenty-five (25) days fol-
45 lowing the teacher's request. The hearing shall be
46 conducted pursuant to rules adopted by the Profes-
47 sional Teaching Practices Commission. The hearing
48 officer shall have the authority to issue subpoenas
49 to compel the attendance of witnesses and the pro-
50 duction of records pertinent to the case. Evidence

Reprinted

1 presented at the hearing shall be limited to the
2 specific reasons stated in the notice to consider
3 termination. Each party shall have the right to
4 call witnesses in its own behalf and to cross ex-
5 amine other witnesses. A transcript or recording
6 shall be made of the proceedings at the hearing.
7 No participant in the private hearing shall be
8 liable for any damage to any person if any state-
9 ment is determined to be erroneous as long as the
10 statement was made in good faith at the hearing.
11 6. Upon the conclusion of the hearing, the
12 hearing officer, within fifteen days, shall make
13 a recommended decision as to whether or not the
14 teacher should be dismissed, and shall give a
15 copy of the recommended decision to the teacher
16 and the school board. The recommended decision
17 of the hearing officer shall become the final de-
18 cision of the board unless within ten days after
19 the filing of such decision, the teacher files a
20 written notice of appeal with the secretary of the
21 board, or the board on its own motion, determines
22 to review the decision. Board action to review
23 the hearing officer's recommended decision shall
24 be by majority roll call vote, entered in the
25 minutes of the meeting. The board shall immedi-
26 ately notify the teacher of its action by certi-
27 fied mail.
28 7. If the teacher appeals to the board, or
29 if the board determines on its own motion to re-
30 view the recommended decision of the hearing officer
31 a private hearing shall be held before the board
32 within five days after the petition for review, or
33 motion for review, has been made. The board shall
34 hear the case upon the record as submitted before
35 the hearing officer, except that new evidence may
36 be considered. The secretary of the board shall
37 give the teacher written notice of the time, place,
38 and date of hearing. The board may be represented
39 by its legal counsel, if any, the superintendent
40 and the superintendent's representative. The
41 teacher shall appear and may be represented by
42 counsel and the teacher's representative, if any.
43 No participant in the private hearing shall be
44 liable for any damage to any person if any state-
45 ment is determined to be erroneous as long as the
46 statement was made in good faith at the hearing.
47 The board shall meet within five days after the
48 conclusion of the hearing to determine the ques-
49 tion of continuance or discontinuance of the con-
50 tract. The board shall take action by a majority

Reprinted

1 presented at the hearing shall be limited to the
2 specific reasons stated in the notice to consider
3 termination. Each party shall have the right to
4 call witnesses in its own behalf and to cross ex-
5 amine other witnesses. A transcript or recording
6 shall be made of the proceedings at the hearing.
7 No participant in the private hearing shall be
8 liable for any damage to any person if any state-
9 ment is determined to be erroneous as long as the
10 statement was made in good faith at the hearing.
11 6. Upon the conclusion of the hearing, the
12 hearing officer, within fifteen days, shall make
13 a recommended decision as to whether or not the
14 teacher should be dismissed, and shall give a
15 copy of the recommended decision to the teacher
16 and the school board. The recommended decision
17 of the hearing officer shall become the final de-
18 cision of the board unless within ten days after
19 the filing of such decision, the teacher files a
20 written notice of appeal with the secretary of the
21 board, or the board on its own motion, determines
22 to review the decision. Board action to review
23 the hearing officer's recommended decision shall
24 be by majority roll call vote, entered in the
25 minutes of the meeting. The board shall immedi-
26 ately notify the teacher of its action by certi-
27 fied mail.
28 7. If the teacher appeals to the board, or
29 if the board determines on its own motion to re-
30 view the recommended decision of the hearing officer
31 a private hearing shall be held before the board
32 within five days after the petition for review, or
33 motion for review, has been made. The board shall
34 hear the case upon the record as submitted before
35 the hearing officer, except that new evidence may
36 be considered. The secretary of the board shall
37 give the teacher written notice of the time, place,
38 and date of hearing. The board may be represented
39 by its legal counsel, if any, the superintendent
40 and the superintendent's representative. The
41 teacher shall appear and may be represented by
42 counsel and the teacher's representative, if any.
43 No participant in the private hearing shall be
44 liable for any damage to any person if any state-
45 ment is determined to be erroneous as long as the
46 statement was made in good faith at the hearing.
47 The board shall meet within five days after the
48 conclusion of the hearing to determine the ques-
49 tion of continuance or discontinuance of the con-
50 tract. The board shall take action by a majority

1 district or is serving as an incumbent school board
2 member may serve as a hearing officer.
3 6. By renumbering subsections as necessary.

H-6223 FILED- Reprinted
APRIL 8, 1976

BY MILLER of Buchanan
CRAWFORD of Story

SENATE FILE 205

H-6250

1 Amend Senate File 205 as amended, passed and
2 reprinted by the Senate, as follows:
3 1. Page 6, line 23, by striking the word
4 "interested".

H-6250 FILED - Out of order BY BRANSTAD of Winnebago
APRIL 12, 1976

H-6325

1 Amend amendment H-5285 to Senate File 205 as
2 amended, passed, and reprinted by the Senate, as
3 follows:
4 Page 1, by striking lines 7 through 20, and
5 inserting in lieu thereof the following:
6 "2. Page 1, line 12, by striking the word
7 "including".
8 3. Page 1, by striking lines 13 through 15
9 and by inserting in lieu thereof the following:
10 "which may include employment for a term not
11 exceeding the ensuing school year, except as
12 otherwise authorized. The contract".

H-6325 FILED - Out of order BY HARVEY of Scott
APRIL 19, 1976

H-6235

1 Amend Senate File 205, as amended, passed, and re-
2 printed by the Senate, title page, by striking the
3 enacting clause.

H-6235 FILED - Withdrawn 5/6 (2477) BY OAKLEY of Clinton
APRIL 8, 1976

H-6210

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 1, line 25, by striking the word "two"
4 and inserting in lieu thereof the word "three".
5 2. Page 4, by striking lines 16 through 35 and
6 inserting in lieu thereof the following:
7 "6. If the teacher has been employed at least
8 three years as a teacher, the teacher may appeal the
9 action of the board to terminate a contract. However,
10 no teacher who has been employed by each board of
11 directors as a teacher for less than three consecutive
12 school years shall have the right to appeal a
13 termination of employment under this section unless
14 the appeal is based upon an alleged violation of a
15 constitutionally guaranteed right of the teacher or
16 an alleged violation of public employee rights of
17 the teacher under section twenty point ten (20.10)
18 of the Code. A teacher's first three years of
19 employment are probationary, and the teacher's
20 employment may be terminated by the school board at
21 the end of the contract year. A probationary teacher
22 may also be terminated under the provision of section
23 two hundred seventy-nine point twenty-four (279.24)
24 of the Code. In case of the termination of employment
25 or discharge of a teacher under the provisions of
26 either this section or section two hundred seventy-
27 nine point twenty-four (279.24) of the Code, the
28 teacher may appeal the decision to an arbitration
29 panel within twenty days. The notice of appeal shall
30 be sent to the secretary of the board whose decision
31 is being appealed. Within five days following receipt
32 by the secretary of the notice of appeal, the secretary
33 shall call a meeting of the teacher or his
34 representative, and the school board or its
35 representative, at which the secretary shall present
36 a list of the names of the persons from that county
37 on the petit juror list for the district court in
38 the county in which the administrative offices of
39 the school district are located. The school board
40 and the teacher shall each remove names from the list
41 until the names of three persons remain and these
42 three persons shall constitute the arbitration panel.
43 The party entitled to remove the first name shall
44 be determined by lot. The secretary of the board
45 shall immediately notify the clerk of the district
46 court of the names of the persons selected to serve
47 as the arbitration panel. Within ten days following
48 the receipt of the names of the persons selected to
49 serve as the arbitration panel, the clerk of court
50 shall call a meeting of the arbitration panel at which

H-6210
Page 2

1 time the panel shall select one of its members to
2 act as chairperson and one to act as secretary. The
3 clerk of court shall notify the secretary of the
4 school board as to the time and the place of the
5 meeting. The secretary of the board shall deliver
6 to the meeting all records of transcripts of the
7 proceedings relating to the termination of the
8 teacher's contract. The arbitration panel shall set
9 a date, time and location for holding a hearing which
10 shall be not later than ten days following the date
11 of the organizational meeting. The panel shall hear
12 the matter de novo and shall take testimony. The
13 panel may subpoena witnesses and documents relating
14 to the matter being heard. Within ten days following
15 the hearing, the panel shall render a decision on
16 the appeal. The panel may reinstate the teacher and
17 award back pay. A complete transcript of the
18 arbitrator's hearings shall be kept and made available
19 upon request by the interested parties. A copy of
20 the decision shall be sent by certified mail to the
21 teacher and school board secretary. All costs of
22 the appeal shall be shared equally by the teacher
23 and school board."
24 3. Page 5, by striking lines 1 through 35.
25 4. Page 6, by striking lines 1 through 27.

H-6210 FILED - Out of order BY HULLINGER of Decatur
APRIL 7, 197 MIDDLESWART of Warren
DAGGETT of Adams
MILLER of Cerro Gordo
DUNTON of Keokuk
HANSEN of O'Brien

H-6127

1 Amend H-5285, filed by the Committee on Education,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, as follows:
4 1. Page 1, by inserting after line 2 the following
5 amendment:
6 "___. Page 1, by inserting before line 1 the fol-
7 lowing sections:
8 "Sec.____. Section twenty point seven (20.7),
9 subsection three (3), Code 1975, is amended to read
10 as follows:
11 3. Suspend or discharge public employees for
12 proper cause except as otherwise provided by law.
13 Sec.____. Section twenty point nine (20.9),
14 unnumbered paragraph one (1), Code 1975, is amended
15 to read as follows:
16 The public employer and the employee organization
17 shall meet at reasonable times, including meetings
18 reasonably in advance of the public employer's budget-
19 making process, to negotiate in good faith with respect
20 to wages, hours, vacations, insurance, holidays,
21 leaves of absence, shift differentials, overtime
22 compensation, supplemental pay, seniority, transfer
23 procedures, job classifications, health and safety
24 matters, evaluation procedures, procedures for staff
25 reduction, in-service training and other matters
26 mutually agreed upon. Negotiations shall also include
27 terms authorizing dues checkoff for members of the
28 employee organization and grievance procedures for
29 resolving any questions arising under the agreement,
30 which shall be embodied in a written agreement and
31 signed by the parties. If an agreement provides for
32 dues checkoff, a member's dues may be checked off
33 only upon the member's written request and the member
34 may terminate the dues checkoff at any time by giving
35 thirty days' written notice. Such obligation to
36 negotiate in good faith does not compel either party
37 to agree to a proposal or make a concession. However,
38 if the public employer is subject to the provisions
39 of sections two hundred seventy-nine point thirteen
40 (279.13) and two hundred seventy-nine point twenty-
41 four (279.24) of the Code, the subject matter contained
42 in those sections shall not be included in the scope
43 of negotiations.
44 Sec. ___. Chapter two hundred seventy-two A
45 (272A), Code 1975, is amended by adding the following
46 new section:
47 NEW SECTION. LISTS OF FACT FINDERS. The commission
48 shall prepare a list of persons available to serve
49 as fact finders in contract termination disputes
50 under section two hundred seventy-nine point thirteen

1 (279.13) of the Code. The persons on the lists shall
2 possess current valid teachers' or administrators'
3 certificates with a minimum of two years experience
4 as a teacher or administrator.""
5 2. Page 1, by striking lines 7 through 14 and
6 inserting in lieu thereof the following:
7 "___. Page 1, by striking lines 11 through 14
8 and inserting in lieu thereof the following: "the
9 annual compensation to be paid and all specific
10 conditions for termination of a contract as agreed
11 upon by each teacher and the employing board or its
12 authorized representative pursuant to the provisions
13 of this section. Terms such as "just cause", "good
14 cause", "for cause", and "other just cause" shall
15 not be used in determining specific conditions for
16 termination of a contract. Matters such as educational
17 leave, reimbursement for courses approved by the board
18 of directors, and other benefits shall be determined
19 by policy of the board of directors and shall not
20 be included in any contract issued under this section.
21 ___. Page 1, line 15, by striking the words "for
22 approved courses.""
23 3. Page 1, by striking lines 45 through 50.
24 4. Page 2, by striking line 1 and inserting in
25 lieu thereof the following:
26 "___. Page 2, line 19, by striking the words ":
27 Incompetency, persistent or".
28 ___. Page 2, by striking lines 20 through 25 and
29 inserting in lieu thereof the words: "clearly and
30 specifically stated in the contract of each teacher
31 including physical or mental disability or sickness
32 which interferes with performance of duty as shown
33 by competent medical evidence and following one year's
34 leave of absence or factors which"."
35 5. Page 2, by inserting after line 7 the follow-
36 ing amendment:
37 "___. Page 3, line 9, by inserting after the word
38 "board" the following: "and may request the
39 appointment of a fact finder to serve as an impartial
40 examiner to appraise the facts underlying the intent
41 to terminate the contract of the teacher and to make
42 recommendations to the board. The secretary shall
43 send notice by certified mail to the professional
44 teaching practices commission established in chapter
45 two hundred seventy-two A (272A) of the Code. Within
46 ten days following receipt of the notice, the
47 chairperson of the professional teaching practices
48 commission shall submit to the school board and the
49 teacher a list of three names of available fact finders
50 from lists maintained by the professional teaching

practices commission. The fact finders on the list shall be residents of the merged area in which the school district is located, but shall not be employed by or a member of the board involved in the contract dispute. The school board and the teacher shall remove names from the list until only one name remains and that person shall serve as the fact finder. The party entitled to remove the first name shall be determined by lot. The party having the right to remove the first name shall do so within two days of receipt of the list and the second party shall have one additional day to remove one of the two remaining names. The secretary of the board shall inform the chairperson of the professional teaching practices commission of the name of the fact finder selected. Within ten days following the selection, the fact finder shall request in writing from the secretary of the board of the school district all records and transcripts of the proceedings relating to the termination of the teacher's contract. The records and transcripts shall be delivered to the fact finder prior to the date of the private conference"."

6. Page 2, line 15, by inserting after the word "five," the words "the fact finder,".

7. Page 2, line 25, by inserting after the word "board" the words "and to the fact finder".

8. Page 2, by inserting after line 27 the following amendment:

"___. Page 4, by striking lines 4 through 7 and inserting in lieu thereof the following: "board members and the fact finder.

The fact finder shall review all records and transcripts and evidence presented by both parties and within fourteen days following the date on which the private conference is held, the fact finder shall make a written recommendation to the board concerning the specific conditions which have been stated in the notice of consideration for termination. A copy of the fact finder's recommendation shall be sent by certified mail to the teacher. Within five days following receipt of the recommendation by the board, the board shall meet to determine the continuance or"."

9. Page 2, line 33, by inserting after the word "submitted" the words "and the written recommendation of the fact finder if a fact finder was used".

10. Page 2, by striking lines 36 and 37.

11. Page 2, line 38, by striking the figure "20" and inserting in lieu thereof the figure "16".

H-6127
Page 4

12. Page 2, line 39, by striking the figure "34" and inserting in lieu thereof the figure "35".

13. Page 2, by striking lines 40 through 50 and inserting in lieu thereof the following amendments:

"___. Page 5, by striking lines 1 through 35.

___. Page 6, by striking lines 1 through 27."

14. Page 3, by striking lines 1 through 4.

15. Page 3, line 8, by striking the word "arbitrator's" and inserting in lieu thereof the word "board's".

16. Page 3, by striking lines 12 through 19 and inserting in lieu thereof the words "appeal is filed."

17. Page 4, by striking lines 6 through 12 and inserting in lieu thereof the following:

"___. Page 7, by striking lines 4, 5, and 6 and inserting in lieu thereof the words: "any teacher only for reasons clearly and specifically stated in the contract of each teacher including physical or mental disability or sickness which interferes with performance of duty as shown by competent medical evidence and following one year's leave of absence or factors which require a reduction of staff. Prior to the discharge,"."

18. By renumbering sections and subsections as necessary.

H-6127 FILED - Out of order BY KOOGLER Of Mahaska
APRIL 2, 1976

H-6170

Amend Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 2, line 29, by striking after the word "with" the words "all written and documented evidence of" and inserting in lieu thereof the following: " a written statement of alleged deficiencies".

2. Page 2, by striking all of line 30.

3. Page 2, line 31, by striking the word "duties".

H-6170 FILED - Out of order BY KREAMER of Polk
APRIL 6, 1976

H-6205

Amend H-5285, filed by the Committee on Education to Page 1 of Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 4, line 16, by striking the words "complete and impartial" and inserting in lieu thereof the words "full and fair".

2. Page 4, line 36, by striking the words "complete and impartial" and inserting in lieu thereof the words "full and fair".

H-6205 FILED - Out of order BY KREAMER of Polk
APRIL 7, 1976

H-6125

1 Amend H-5285, the Committee on Education amendment,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, as follows:
4 1. Page 2, by inserting after line 41 the following
5 amendments:
6 "___. Page 5, line 4, by striking the words "an
7 arbitrator" and inserting in lieu thereof the words
8 "a panel of arbitrators".
9 ___. Page 5, line 10, by striking the words "may
10 select" and inserting in lieu thereof the words "shall
11 each select and notify".
12 ___. Page 5, line 10, by inserting after the word
13 "arbitrator" the words "and the two arbitrators shall
14 select and notify a third arbitrator".
15 ___. Page 5, line 11, by striking the word
16 "resides" and inserting in lieu thereof the words
17 "all reside".
18 ___. Page 5, line 12, by striking the word "an"
19 and inserting in lieu thereof the words "the third".
20 ___. Page 5, by striking lines 14 through 32 and
21 inserting in lieu thereof the words: "five-day period,
22 the secretary of the board shall notify the chief
23 judge of the judicial district in which the school
24 district is located and the chief judge shall select
25 the third arbitrator who shall reside within the
26 boundaries of the merged area in which the school
27 district is located. Within ten days following the
28 selection,".
29 ___. Page 5, line 33, by striking the word
30 "arbitrator" and inserting in lieu thereof the word
31 "arbitrators".
32 ___. Page 6, line 3, by striking the word
33 "arbitrator" and inserting in lieu thereof the word
34 "arbitrators".
35 ___. Page 6, line 4, by striking the word
36 "arbitrator" and inserting in lieu thereof the word
37 "arbitrators".
38 ___. Page 6, line 7, by striking the word
39 "arbitrator" and inserting in lieu thereof the word
40 "arbitrators".
41 ___. Page 6, line 9, by striking the word
42 "arbitrator" and inserting in lieu thereof the word
43 "arbitrators"."
44 2. Page 2, by striking lines 44, 45, and 46 and
45 inserting in lieu thereof the following:
46 "___. Page 6, by striking lines 10 and 11 and
47 inserting in lieu thereof the words "following
48 selection of the arbitrators. The arbitrators".
49 ___. Page 6, line 14, by inserting after the
50 period the following: "Judgment on the appeal requires

the approval of two of the three arbitrators."

___. Page 6, line 14, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

___. Page 6, line 22, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'"."

3. Page 3, by striking lines 3 and 4 and inserting in lieu thereof the following:

"___. Page 6, by striking lines 25, 26, and 27, and inserting in lieu thereof the words "teacher and school board secretary. The fees of the arbitrator selected by the teacher shall be paid by the teacher, and the fees of the arbitrator selected by the board shall be paid by the board. The fees of the third arbitrator are limited to one hundred dollars. All costs of the appeal, except fees of the arbitrators selected by the teacher and the board, shall be paid by the teacher if the appeal is unsuccessful and by the board if the appeal is successful.""

4. Page 3, line 8, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

5. Page 3, line 12, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

6. Page 3, line 14, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

7. Page 3, line 15, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

8. Page 3, line 16, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

9. Page 3, line 18, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

10. By numbering and renumbering amendments as necessary.

H-6125 FILED- Out of order BY MENKE of O'Brien
APRIL 2, 1976

SENATE FILE 205

H-6206

Amend H-5285, filed by the Committee on Education, to Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 4, line 21, by striking the comma (,) and inserting in lieu thereof a period (.).

2. Page 4, by striking all of line 22.

3. Page 4, line 23, by striking the word "testimony.".

H-6206 FILED- Out of order BY KREAMER of Polk
APRIL 7, 1976

SENATE FILE 205

H-5713

1 Amend H-5285, filed by the Committee on Education,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, as follows:
4 1. Page 1, by inserting after line 2 the following
5 amendment:
6 "__. Page 1, by inserting before line 1 the follow-
7 ing section:
8 "Section 1. Chapter two hundred seventy-seven
9 (277), Code 1975, is amended by adding the following
10 new section:
11 NEW SECTION. REGISTRATION FOR ARBITRATORS. Each
12 third voter at the regular school election shall be
13 required to complete a form listing the voter's name
14 and address which form shall be used for selecting
15 arbitrators under sections two hundred seventy-nine
16 point thirteen (279.13) and two hundred seventy-nine
17 point twenty-four (279.24) of the Code. The county
18 commissioner of elections shall prescribe and provide
19 the forms. Voters shall be excused from filing the
20 form if they have served as members of the school
21 board or have been certificated employees of the
22 school board at any time during the preceding four
23 years. Other voters may be excused by the county
24 commissioner of elections of the county in which the
25 school district is located. The completed forms shall
26 be transmitted by the election officials to the
27 secretary of the school board.""
28 2. Page 2, by inserting after line 41 the following
29 amendments:
30 "__. Page 5, by inserting after line 8 the
31 following:
32 "shall set a date for a meeting between the board
33 and the teacher for selection of a panel of
34 arbitrators. At the meeting the secretary of the
35 board shall place the forms containing the names and
36 addresses of voters eligible to serve as arbitrators,
37 completed at the last preceding school election under
38 the provisions of section one (1) of this Act, in
39 a container and the teacher shall draw the names of
40 eleven potential arbitrators from the container.
41 Within five days following the drawing of names, the
42 school board and the teachers shall each remove four
43 names from the list of potential arbitrators. The
44 three potential arbitrators whose names remain shall
45 serve as the panel of arbitrators.
46 If the board and the teacher agree at the meeting
47 that the use of the procedure specified in this sub-
48 section is unfeasible, the board".
49 __. Page 5, line 33, by inserting after the word
50 "arbitrator" the words "or panel of arbitrators".

__. Page 6, line 3, by inserting after the word "arbitrator" the words "or panel of arbitrators".

__. Page 6, line 4, by inserting after the word "arbitrator" the words "or arbitrators".

__. Page 6, line 7, by inserting after the word "arbitrator" the words "or arbitrators".

__. Page 6, line 9, by inserting after the word "arbitrator" the words "or arbitrators"."

3. Page 2, line 45, by inserting after the word "arbitrator" the words "or arbitrators".

4. Page 2, by inserting after line 46 the following amendments:

"__. Page 6, line 11, by inserting after the word "board" the words "or following selection of the panel of arbitrators".

__. Page 6, line 11, by inserting after the word "arbitrator" the words "or arbitrators".

__. Page 6, line 14, by inserting after the period the following: "The judgment of the appeal by the panel of arbitrators shall be unanimous."

__. Page 6, line 14, by inserting after the word "arbitrator" the words "or arbitrators"."

5. Page 2, by inserting after line 49 the following amendment:

"__. Page 6, line 22, by inserting after the word "arbitrator's" the words "or arbitrators'"."

6. Page 3, by inserting after line 4 the following amendment:

"__. Page 6, line 27, by inserting after the period the following: "The panel of arbitrators shall be paid at the same rate as members of a district court jury.

If a unanimous decision cannot be reached by the panel of arbitrators in the time limits allowed, a new panel of arbitrators shall be selected in the same manner as the original panel.""

7. Page 3, line 8, by inserting after the word "arbitrator's" the words "or arbitrators'".

8. Page 3, line 12, by inserting after the word "arbitrator's" the words "or arbitrators'".

9. Page 3, line 14, by inserting after the word "arbitrator" the words "or arbitrators".

10. Page 3, line 15, by inserting after the word "arbitrator's" the words "or arbitrators'".

11. Page 3, line 16, by inserting after the word "arbitrator's" the words "or arbitrators'".

12. Page 3, line 18, by inserting after the word "arbitrator's" the words "or arbitrators'".

13. By renumbering sections as necessary.

H-5713 FILED BY MILLER of Buchanan
MARCH 10, 1976 - Out of order

H-6071

1 Amend the Committee on Education amendment, H-5285,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate as follows:
4 1. Page 1, by striking lines 23 and 24 and
5 inserting in lieu thereof the following amendment:
6 "____. Page 1, line 25, by striking the word "two"
7 and inserting in lieu thereof the words "three
8 consecutive"."
9 2. Page 2, by inserting after line 35 the following
10 amendment:
11 "____. Page 4, line 17, by striking the word "two"
12 and inserting in lieu thereof the word "three"."
13 3. Page 3, line 24, by striking the word "two"
14 and inserting in lieu thereof the word "three".

H-6071 FILED - Out of order BY MENKE of O'Brien
MARCH 31, 1976

H-6101

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, page 7, by striking lines
3 17 and 18 and inserting in lieu thereof the words
4 "following the procedure stated in chapter two hundred
5 ninety (290) of the Code."

H-6101 FILED - Out of order BY DAGGETT of Adams
APRIL 1, 1976

H-6102

1 Amend Senate File 205 as amended, passed and
2 reprinted by the Senate, as follows:
3 1. Page 6, by inserting after line 27 the
4 following subsection:
5 "___. The hearings, meetings and conferences
6 pertaining to the dismissal of a teacher shall be
7 closed meetings except that final action to
8 terminate a teacher's contract shall be by roll
9 call vote in open meeting and entered in the
10 minutes of the meeting."
11 2. Page 6, by inserting after line 27 the
12 following subsection:
13 "___. The provisions of this section shall
14 not affect the power of the board of directors to
15 discharge a teacher for cause under the provisions
16 of section two hundred seventy-nine point twenty-
17 four (279.24) of the Code."

H-6102 FILED - Out of order BY EGENES of Story
APRIL 1, 1976

H-6121

1 Amend H-5285, by the Committee on Education,
2 to Senate File 205, as amended, passed and re-
3 printed by the Senate, as follows:
4 1. Page 3, by inserting after the period
5 in line 26 the following:
6 "The board may, by notifying the teacher in
7 writing on or before March thirty-first, extend
8 the probationary period one additional year for
9 a beginning teacher with no previous teaching ex-
10 perience."

H-6121 FILED - Out of order BY EGENES of Story
APRIL 2, 1976

H-6013

1 Amend H-5285, filed by the Committee on Educa-
2 tion, to Senate File 205, as amended, passed, and
3 reprinted by the Senate, as follows:
4 1. Page 1, line 4, by striking the words"and
5 nurses employed by the" and inserting in lieu there-
6 of the words "including registered nurses who are
7 also certified teachers".
8 2. Page 1, line 5, by striking the word
9 "board".

H-6013 FILED - Out of order BY HALVORSON of Clayton
MARCH 26, 1976 EVANS of Grundy

H-6023

1 Amend the Education Committee amendment, H-
2 5285 to Senate File 205 as passed and reprinted
3 by the Senate as follows:
4 1. Page 4, line 24 by striking the words
5 "representatives if any not to exceed five" and
6 insert in lieu thereof the words "representatives
7 and legal counsel, if any,".

H-6023 FILED - Out of order BY WELDEN of Hardin
MARCH 26, 1976

H-6048

1 Amend Senate File 205, as amended, passed
2 and reprinted by the Senate, as follows:
3 1. Page 3, insert after the period (.) in
4 line 25 the following: "The teacher shall furnish
5 the board, at least five days prior to the confer-
6 ence, all of the material to be introduced at the
7 conference by the teacher."

H-6048 FILED - Out of order BY WYCKOFF of Benton
MARCH 30, 1976

H-6069

1 Amend Senate File 205, as amended, passed and
2 reprinted by the Senate, as follows:
3 1. Page 2, line 12, strike the words "February
4 fifteenth" and insert the words "March thirty-first".
5 2. Page 4, line 15, strike the words "March
6 twentieth" and insert in lieu thereof the words
7 "May first".

H-6069 FILED - Out of order BY MIDDLESWART of Warren
MARCH 31, 1976

H-6100

1 Amend H-5285, filed by the Committee on Education,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, page 2, by inserting after line 46
4 the following:
5 "__. Page 6, line 13, by striking the word
6 "judgment" and inserting in lieu thereof the word
7 "decision"."

H-6100 FILED - Out of order BY PATCHETT of Johnson
APRIL 1, 1976

H-5356

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate as follows:
3 1. Page 7, by inserting after line 23, the
4 following sections:
5 "Sec. 3. Chapter two hundred seventy-two A (272A),
6 Code 1975, is amended by adding the following new
7 section:
8 NEW SECTION. APPOINTMENT OF HEARING OFFICERS.
9 The commission shall designate qualified persons to
10 serve as hearing officers who are experienced in the
11 educational system of this state when a hearing is
12 requested under the provisions of section four (4)
13 of this Act. The hearing shall be held pursuant to
14 the provisions of chapter seventeen A (17A) of the
15 Code relating to contested cases. The full costs
16 of the hearing shall be shared equally by the parties.
17 A person who is employed as a teacher or administrator
18 by a school district shall not be eligible to serve
19 as a hearing officer.
20 Sec. 4. Chapter two hundred seventy-nine (279),
21 Code 1975, is amended by adding the following new
22 sections:
23 NEW SECTION. CONTINUING CONTRACT FOR
24 ADMINISTRATORS. Contracts with administrators shall
25 be in writing and shall contain all of the following:
26 1. The term of employment.
27 2. The length of time during the school year
28 services are to be performed.
29 3. The compensation per week of five consecutive
30 days or month of four consecutive weeks.
31 4. A statement that the contract is invalid if
32 the administrator is under contract with another board
33 of directors in this state covering the same period
34 of time, until such contract shall have been released
35 or terminated by its provisions.
36 5. Such other matters as may be agreed upon.
37 The contract shall be signed by the president and
38 the administrator and shall be filed with the secretary
39 of the board before the administrator enters upon
40 performance of the contract. A contract shall not
41 be tendered by an employing board to an administrator
42 under its jurisdiction prior to March first. A
43 contract shall not be required to be signed by the
44 administrator and returned to the board in less than
45 twenty-one days after being tendered.
46 For purposes of this section and the following
47 section, the term "administrator" includes school
48 superintendents, assistant superintendents, educational
49 directors, principals, assistant principals, and other
50 school supervisors as determined under the provisions

of section twenty point four (20.4) of the Code.

NEW SECTION. CONTRACT WITH ADMINISTRATORS--AUTOMATIC CONTINUATION OR TERMINATION. An administrator's contract shall remain in force and effect for the period stated in the contract. The contract shall be automatically continued in force and effect for one year beyond the end of its term, except as modified or terminated by mutual agreement of the board of directors and the administrator, or until terminated as hereinafter provided.

An administrator may file his or her written resignation with the secretary of the board on or before May first of each year.

Administrators employed in a school district for less than two consecutive years are probationary administrators. If a board determines that it should terminate a probationary administrator's contract, the board shall notify the administrator not later than March thirty-first that the contract will not be renewed beyond the current year. The notice shall be in writing by letter, personally delivered, or mailed by certified mail. The notification shall be complete when received by the administrator. Within ten days after receiving the notice, the administrator may request a private conference with the board to discuss the reasons for termination. The board's decision to terminate a probationary administrator's contract shall be final unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the administrator.

The board may, by majority vote of the membership of the board, cause the contract of an administrator to be terminated. If the board determines that it should consider the termination of an administrator's contract who has been employed in the school district for two consecutive years or more, the following procedure shall apply:

On or before March thirty-first, the administrator shall be notified in writing by a letter personally delivered or mailed by certified mail that the board has voted to consider termination of the contract. The notification shall be complete when received by the administrator.

The notice shall state the specific reasons to be used by the board for considering termination. Such reasons shall be: Incompetency, inattention to duty, unsatisfactory performance, insubordination, physical or mental disability or sickness which interferes with performance of duty as shown by

1 competent medical evidence and following a one-year
2 leave of absence, or any other good cause.
3 Within five days after receipt of the written
4 notice that the board has voted to consider termination
5 of the contract, the administrator may request in
6 writing to the secretary of the board that the
7 notification be forwarded to the professional teaching
8 practices commission along with a request that the
9 professional teaching practices commission appoint
10 a hearing officer, who shall hold a hearing, make
11 a findings of fact, and a recommendation to the board.
12 The hearing shall be held no sooner than ten days
13 and not later than twenty days following the
14 administrator's request.
15 The hearing officer appointed by the professional
16 teaching practices commissions shall notify the
17 secretary of the board and the administrator in writing
18 concerning the date, time, and location of the hearing.
19 The board may be represented by a local representative,
20 if any, and the administrator shall appear and may
21 be represented by counsel or by representative, if
22 any. The hearing shall be conducted pursuant to rules
23 promulgated by the professional teaching practices
24 commission under chapter seventeen A (17A) of the
25 Code. Evidence presented at the hearing shall be
26 limited to the specific reasons stated in the notice
27 to consider termination. A transcript or recording
28 shall be made of the proceedings at the hearing.
29 No school board member or administrator shall be
30 liable for any damage to any administrator or board
31 member if any statement made at the hearing is
32 determined to be erroneous as long as the statement
33 was made in good faith.
34 The hearing officer shall, within ten days following
35 the date of the hearing, make a decision as to whether
36 or not the administrator should be dismissed, and
37 shall give a copy of the decision to the administrator
38 and the school board. The recommendations of the
39 hearing officer shall become the final decision of
40 the board unless within ten days after the filing
41 of the decision the administrator files a written
42 notice of appeal with the board, or the board on its
43 own motion determines to review the decision.
44 If the administrator appeals to the board, or if
45 the board determines on its own motion to review the
46 recommendation of the hearing officer, a private
47 hearing shall be held before the board within five
48 days after the petition for review, or motion for
49 review, has been made. The board may hear the case
50 de novo or upon the record as submitted before the

1 hearing officer. The secretary of the board shall
2 give the administrator written notice of the time,
3 place, and date of the hearing. The board shall meet
4 within five days after the hearing to determine the
5 question of continuance or discontinuance of the
6 contract. The board shall take action by a roll call
7 vote, entered in the minutes of the board, and the
8 action of the board shall be final unless appealed
9 to the district court by the administrator.
10 The secretary of the board shall mail notice of
11 the board's action to the administrator by certified
12 mail, which notice shall be mailed within twenty-four
13 hours following the board's decision.
14 The administrator may within thirty days after
15 notification by the board of discontinuance of the
16 contract appeal to the district court of the county
17 in which the administrative office of the school
18 district is located.
19 The court may affirm the board action. The court
20 shall reverse, modify, or grant any other appropriate
21 relief from the board action, equitable or legal,
22 and including declaratory relief, if substantial
23 rights of the administrator have been prejudiced
24 because the board action is defined by any of the
25 following:
26 1. In violation of constitutional or statutory
27 provisions.
28 2. In excess of the statutory authority of the
29 board.
30 3. In violation of board policy or rule.
31 4. Made upon unlawful procedure.
32 5. Affected by other error of law.
33 6. Is unsupported by substantial evidence in the
34 record made before the board when that record is
35 reviewed as a whole.
36 7. Unreasonable, arbitrary, or capricious, or
37 characterized by an abuse of discretion or clearly
38 unwarranted exercise of discretion.
39 An administrator may be discharged for cause under
40 the provisions of section two hundred seventy-nine
41 point twenty-four (279.24) of the Code in the same
42 manner as teachers are discharged."
43 2. Amend the title, line 2, by inserting after
44 the word "teachers'" the words "and administrators'".

H-5356 FILED - Out of order BY HORN Of Linn
FEBRUARY 26, 1976

H-6122
1 Amend Senate File 205 as amended, passed and
2 reprinted by the Senate as follows:
3 1. Page 1, by striking from lines 24 and
4 25, the words "been employed at least two years
5 as a teacher" and inserting in lieu thereof the
6 words "completed the probationary period".
7 2. Page 4, by striking from lines 16 and
8 17 the words "been employed at least two years
9 as a teacher" and inserting in lieu thereof the
10 words "completed the probationary period".

H-6122 FILED - Out of order BY EGENES of Story
APRIL 2, 1976

H-5285

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 1, line 9, by inserting after the word
4 "district" the words "and nurses employed by the
5 board, excluding superintendents, assistant
6 superintendents, principals, and assistant principals".
7 2. Page 1, line 13, by striking the word
8 "sabbatical" and inserting in lieu thereof the word
9 "educational".
10 3. Page 1, line 15, by striking the words "approved
11 courses" and inserting in lieu thereof the words
12 "courses approved by the board of directors, and which
13 may include employment for a term not exceeding the
14 ensuing school year, except as otherwise authorized.
15 For the purpose of this section "educational leave"
16 means a leave granted to an employee for the purposes
17 of study including study in areas outside of a
18 teacher's area of specialization, travel, or other
19 reasons deemed by the board to be of value to the
20 school system".
21 4. Page 1, line 20, by inserting after the word
22 "president" the words "of the board".
23 5. Page 1, line 25, by inserting after the word
24 "two" the word "consecutive".
25 6. Page 1, line 25, by inserting after the word
26 "teacher" the words "in the same school district".
27 7. Page 1, by striking lines 34 and 35 and
28 inserting in lieu thereof the words "prior to March
29 first of any year."
30 8. Page 2, by striking lines 1 through 4 and
31 inserting in lieu thereof the following: "A teacher
32 who has not accepted a contract for the ensuing school
33 year tendered by the employing board may resign
34 effective at the end of the current school year by
35 filing a written resignation with the secretary of
36 the board. The resignation must be filed not later
37 than the last day of the current school year or the
38 date specified by the employing board for return of
39 the contract, whichever date occurs first. However,
40 a teacher shall not be required to return a contract
41 to the board less than twenty-one days after the
42 contract has been offered."
43 9. Page 2, line 17, by striking the word "letter"
44 and inserting in lieu thereof the word "notice".
45 10. Page 2, line 19, by striking the word ":
46 Incompetency" and inserting in lieu thereof the words
47 "any just cause affecting performance of duties which
48 may include incompetency".
49 11. Page 2, lines 24 and 25, by striking the words
50 "any other just cause affecting performance of

duties,".

12. Page 2, line 31, by inserting after the word "teacher" the words "a definite".

13. Page 2, line 31, by inserting after the word "time" the words "as determined by the board".

14. Page 3, by striking lines 1 through 4 and inserting in lieu thereof the word "supervisors."

15. Page 3, line 18, by striking the words "his representative" and inserting in lieu thereof the words "the superintendent's representative".

16. Page 3, line 18, by striking the words "and his" and inserting in lieu thereof the words "and the teacher's".

17. Page 3, line 19, by inserting after the word "any," the words "not to exceed five,".

18. Page 3, line 19, by inserting after the word "supervisor" the words "and the supervisor's representatives, if any".

19. Page 3, line 26, by striking the words "school board member" and inserting in lieu thereof the words "participant in the conference".

20. Page 3, line 27, by striking the word "teacher" and inserting in lieu thereof the word "person".

21. Page 3, by striking line 32 and inserting in lieu thereof the words "to the board."

22. Page 3, by striking lines 33, 34, and 35.

23. Page 4, by striking line 1.

24. Page 4, line 8 by inserting after the word "contract." the sentence: "If a private conference has been held, the school board shall consider at the meeting the written recommendation submitted by the superintendent and the written statement of the teacher if one has been submitted."

25. Page 4, line 15, by striking the word "promply" and inserting in lieu thereof the word "promptly".

26. Page 4, line 19, by striking all after the word "contract."

27. Page 4, by striking all of lines 20 through 34.

28. Page 4, line 35, by striking the words "the Code."

29. Page 6, line 9, by striking the word "thirty" and inserting in lieu thereof the word "forty".

30. Page 6, line 10, by inserting after the word "following" the words "selection of the arbitrator or".

31. Page 6, by striking lines 15 through 21 and inserting in lieu thereof the words "and award back pay. A complete transcript of the".

32. Page 6, line 24, by striking the word

"judgment" and inserting in lieu thereof the word "decision".

33. Page 6, line 26, by inserting after the word "shared" the word "equally".

34. Page 6, by inserting after line 27 the following subsection:

"____. If either party is aggrieved by the arbitrator's decision, the decision may be appealed within twenty days to the district court in the county in which the hearing was held. Notice of the appeal shall be made in writing to the other party when the appeal is filed. The arbitrator's award may be modified, reversed, or set aside if the court determines that the arbitrator acted without or in excess of the arbitrator's authority or that the arbitrator's findings of fact are not supported by a preponderance of the competent evidence on the record considered as a whole, or that the arbitrator's award was procured by fraud or is contrary to law. The assessments of costs and attorney fees in such appeals shall be at the discretion of the court."

35. Page 6, by striking lines 28 through 32 and by inserting in lieu thereof the following:

"____. The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district. If the board is considering termination of a probationary teacher's contract, the board shall notify the probationary teacher in writing, listing any alleged deficiencies and providing the probationary teacher with a definite reasonable time to correct the deficiencies. If the deficiencies are not corrected to the board's satisfaction, the contract of a probationary status teacher may be terminated at the end of the contract period upon written notice to that effect prior to April first of any year. The written notice shall state the reasons for termination. Following receipt of the written notice, the probationary teacher may request a private conference with the board, which shall be held in accordance with the provisions of subsection four (4) of this section. Within three days following the private conference, the superintendent shall make a written recommendation to the board. The board, at its next meeting, shall, by roll call vote, decide the retention or termination of the probationary teacher. The board's decision shall be final and binding unless the termination

was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code."

36. Page 7, line 4, by inserting after the word "for" the words "any just cause which may include".

37. Page 7, line 4, by striking the word "incompetency," and inserting in lieu thereof the words "incompetency or".

38. Page 7, lines 5 and 6, by striking the words ", or any other just cause".

39. Page 7, by striking lines 7 through 10 and inserting in lieu thereof the words "the board shall conduct, at a meeting of the board held for that purpose, a complete and impartial investigation of the specific reasons for the proposed action. The teacher shall receive three days written notice of the time and place of such meeting, a specification of the alleged causes for discharge and a list of the witnesses proposed to be called by the board, together with a brief summary of their expected testimony. The teacher and the teacher's representatives if any not to exceed five shall be allowed to be present at the meeting, to call and cross examine witnesses, and to otherwise make a defense. A record of the".

40. Page 7, by striking lines 19 through 23 and inserting in lieu thereof the following: "However, the superintendent may suspend a teacher for any of the reasons listed in this section and recommend that the board discharge the teacher. The superintendent shall immediately notify the board of the suspension. The board shall meet within seven days of receipt of the notice to consider discharging the teacher and shall conduct a complete and impartial investigation of the specific reasons for the recommended discharge in the same manner as if the teacher had not been suspended. The teacher shall be notified by personal service of the time and place of the meeting immediately after the meeting time and place have been set. If the board votes not to discharge the teacher, the teacher shall be reinstated and the board shall award back pay for the period during which the teacher was suspended."

41. By numbering subsections as necessary.

H-5285 FILED - Out of order BY COMMITTEE ON EDUCATION
FEBRUARY 19, 1976 PATCHETT of Johnson, Chair

H-6123

Amend the Committee on Education amendment, H-5285, to Senate File 205, as amended, passed and reprinted by the Senate, as follows:

1. Page 1, line 47, by striking the words "affecting performance of duties".

H-6123 FILED - Out of order BY BENNETT of Ida
APRIL 2, 1976

Senate File 205

H-4182

1 Amend the Committee on Education amendment, H-3651,
2 to Senate File 205, as as amended, passed and reprinted
3 by the Senate, as follows:
4 1. Page 1, by striking lines 23 and 24.
5 2. Page 1, line 43, by striking the word
6 "subsections" and inserting in lieu thereof the word
7 "subsection".
8 3. Page 2, by striking lines 9 through 13.
9 4. By renumbering amendments as necessary.

H-4182 FILED - Out of order BY MENNENGA of Clinton
JUNE 11, 1975

H-4236

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 1, line 9, by inserting after the word
4 "district" the words "except those certificated
5 employees designated as supervisory employees under
6 chapter twenty (20) of the Code".
7 2. Page 3, line 32, by striking the words "However,
8 if the conference was held to".
9 3. Page 3, by striking lines 33 through 35.
10 4. Page 4, by striking line 1.
11 5. Page 6, lines 15 through 18, by striking the
12 words "except that superintendents, principals and
13 others whose duties are preponderantly administrative
14 in nature shall not be reinstated to the same or a
15 similar position".
16 6. Page 6, by striking lines 28 through 32 and
17 inserting in lieu thereof the following:
18 "7. All certificated employees of a school district
19 designated as supervisory employees under chapter
20 twenty (20) of the Code shall not be subject to the
21 provisions of this section or section two hundred
22 seventy-nine point twenty-four (279.24) of the Code."

H-4236 FILED - Out of order BY BRANDT of Black Hawk
JUNE 12, 1975

Senate File 205

H-4086

1 Amend H-4065 by Oakley to Senate File 205, as
2 amended, passed, and reprinted by the Senate, page
3 1, by striking lines 7 through 13 and inserting in
4 lieu thereof the words "notice by the teacher. The
5 court's review shall be de novo."

H-4086 FILED - Ruled out of order with adoption of 6257 BY OAKLEY of Clinton
JUNE 5, 1975

H-4051

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, page 2, by striking lines
3 29 through 32 and inserting in lieu thereof the words
4 "teacher with a written statement of any alleged
5 deficiencies constituting grounds for termination
6 at least thirty days prior to the issuance of the
7 notice."

H-4051 FILED - Out of order BY OAKLEY of Clinton
JUNE 4, 1975

SENATE FILE 205

H-5305

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 5, line 15, by striking the word "chair-
4 man" and inserting in lieu thereof the word "chair-
5 person". 5
6 2. Page 5, line 17, by striking the word "chair-
7 man" and inserting in lieu thereof the word "chair-
8 person".
9 3. Page 5, line 30, by striking the word "chair-
10 man" and inserting in lieu thereof the word "chair-
11 person".
12 4. Page 6, line 10, by striking the word "chair-
13 man" and inserting in lieu thereof the word "chair-
14 person".

H-5305 FILED - Out of order BY PATCHETT of Johnson
FEBRUARY 23, 1976

SENATE FILE 205

H-5321

1 Amend H-5285, filed by the Committee on Education,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate as follows:
4 1. Page 4, by striking lines 8, 9, and 10 and
5 inserting in lieu thereof the following:
6 "37. Page 7, line 5, by inserting after the word
7 "duty," the words "or immoral conduct"."
8 2. Page 4, by striking lines 11 and 12 and
9 inserting in lieu thereof the following:
10 "38. Page 7, line 6, by striking the words "or
11 any other just cause"."

H-5321 FILED - Out of order BY SPEAR of Lee
FEBRUARY 24, 1976 DIELEMAN of Marion

H-6124

1 Amend Senate File 205, as amended, passed and
2 reprinted by the Senate, as follows:
3 1. Page 2, line 26 by striking the words
4 "require a reduction of staff" and inserting in
5 lieu thereof the words "require a realignment or
6 reduction of staff".

H-6124 FILED - Ruled out of order with adoption of 6257 BY BENNETT of Ida
APRIL 2, 1976

Senate File 205

H-4154

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 5, line 12, by inserting after the period
4 the words "The arbitrator shall possess at least two
5 years experience as a teacher or school administrator."
6 2. Page 5, line 21, by inserting after the period
7 the words "Each of the persons whose names are listed
8 shall possess at least two years experience as a teacher
9 or school administrator."

H-4154 FILED - Out of order BY BYERLY of Polk
JUNE 10, 1975

7. Page 6, line 9, by inserting after the word "arbitrator" the words "or arbitrators".

8. Page 6, line 11, by inserting after the word "board" the words "or following selection of the panel of arbitrators".

9. Page 6, line 11, by inserting after the word "arbitrator" the words "or arbitrators".

10. Page 6, line 14, by inserting after the period the following: "The judgment of the appeal by the panel of arbitrators shall be unanimous."

11. Page 6, line 14, by inserting after the word "arbitrator" the words "or arbitrators".

12. Page 6, line 22, by inserting after the word "arbitrator's" the words "or arbitrators'".

13. Page 6, line 27, by inserting after the period the following: "The panel of arbitrators shall be paid at the same rate as members of a district court jury."

14. Page 6, by inserting after line 27 the following:

"If a unanimous decision cannot be reached by the panel of arbitrators in the time limits allowed, a new panel of arbitrators shall be selected in the same manner as the original panel."

15. By renumbering sections as necessary.

H-4113 FILED - Out of order BY MILLER of Buchanan
JUNE 6, 1975

Senate File 205

H-3937

Amend the Committee amendment, H-3651, to Senate File 205, as amended, passed, and reprinted by the Senate, page 2, line 21, by inserting after the word "district" the words "and shall waive the probationary period for any teacher who previously has served a probationary period in another school district and who has been employed as a teacher for not less than five consecutive years immediately preceding the employment of the teacher by the board".

H-3937 FILED - Out of order BY SVOBODA of Iowa
MAY 22, 1975

Senate File 205

H-3975

Amend Senate File 205, as amended, passed, and reprinted by the Senate, page 3, line 26, by inserting after the word "member" the following: ", superintendent, principal or other participant in the conference".

H-3975 FILED - Out of order BY WEST of Marshall
MAY 28, 1975

Amend Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 1, by inserting before line 1 the following section:

"Section 1. Chapter two hundred seventy-seven (277), Code 1975, is amended by adding the following new section:

NEW SECTION. REGISTRATION FOR ARBITRATORS. Each third voter at the regular school election shall be required to complete a form listing the voter's name and address which form shall be used for selecting arbitrators under sections two hundred seventy-nine point thirteen (279.13) and two hundred seventy-nine point twenty-four (279.24) of the Code. The county commissioner of elections shall prescribe and provide the forms. Voters shall be excused from filing the form if they have served as members of the school board or have been certificated employees of the school board at any time during the preceding four years. Other voters may be excused by the county commissioner of elections of the county in which the school district is located. The completed forms shall be transmitted by the election officials to the secretary of the school board."

2. Page 5, by inserting after line 8 the following:

"shall set a date for a meeting between the board and the teacher for selection of a panel of arbitrators. At the meeting the secretary of the board shall place the forms containing the names and addresses of voters eligible to serve as arbitrators, completed at the last preceding school election under the provisions of section one (1) of this Act, in a container and the teacher shall draw the names of eleven potential arbitrators from the container. Within five days following the drawing of names, the school board and the teachers shall each remove four names from the list of potential arbitrators. The three potential arbitrators whose names remain shall serve as the panel of arbitrators.

If the board and the teacher agree at the meeting that the use of the procedure specified in this subsection is unfeasible, the board".

3. Page 5, line 33, by inserting after the word "arbitrator" the words "or panel of arbitrators".

4. Page 6, line 3, by inserting after the word "arbitrator" the words "or panel of arbitrators".

5. Page 6, line 4, by inserting after the word "arbitrator" the words "or arbitrators".

6. Page 6, line 7, by inserting after the word "arbitrator" the words "or arbitrators".

H-3651

1 Amend Senate File 205, as amended, passed, and re-
2 printed by the Senate, as follows:
3 1. Page 1, line 9, by inserting after the word
4 "district" the words "and nurses employed by the
5 board".
6 2. Page 1, line 13, by striking the word
7 "sabbatical" and inserting in lieu thereof the
8 word "educational".
9 3. Page 1, line 15, by inserting after the word
10 "courses" the words "and which may include employment
11 for a term not exceeding the ensuing school year,
12 except as otherwise authorized".
13 4. Page 1, line 15, by inserting after the
14 period the following:
15 "For the purpose of this section "educational
16 leave" means a leave granted to an employee for the
17 purposes of study including study in areas outside
18 of a teacher's area of specialization, travel, or
19 other reasons deemed by the board to be of value
20 to the school system."
21 5. Page 3, line 19, by inserting after the
22 word "any," the words "not to exceed five,".
23 6. Page 3, line 25, by striking the word "No".
24 7. Page 3, by striking lines 26 through 29.
25 8. Page 4, line 15, by striking the word
26 "promply" and inserting in lieu thereof the word
27 "promptly".
28 9. Page 4, line 19, by striking all after the
29 period.
30 10. Page 4, by striking all of lines 20 through
31 34.
32 11. Page 4, line 35, by striking the words
33 "the Code."
34 12. Page 6, line 10, by inserting after the
35 word "following" the words "selection of the
36 arbitrator or".
37 13. Page 6, by striking lines 15 through 21 and
38 inserting in lieu thereof the words "and award back
39 pay. A complete transcript of the".
40 14. Page 6, line 26, by inserting after the
41 word "shared" the word "equally".
42 15. Page 6, by inserting after line 27 the
43 following subsections:
44 "___. If either party is aggrieved by the
45 arbitrator's decision, the decision may be appealed
46 within twenty days to the district court in the
47 county in which the hearing was held. Notice of
48 the appeal shall be made in writing to the other
49 party when the appeal is filed. The arbitrator's
50 award may be modified, reversed, or set aside only

if the court determines that the arbitrator acted without or in excess of his authority, that the arbitrator's findings of fact are not supported by a preponderance of the competent evidence on the record considered as a whole, or that the arbitrator's award was procured by fraud or is contrary to law. The assessments of costs and attorney fees in such appeals shall be at the discretion of the court.

___. A school board member shall not be liable for any damages to any teacher if any statement made during the termination and appeal proceedings is determined to be erroneous as long as the statement was made in good faith."

16. Page 6, by inserting after line 32 the following:

"___. The first two consecutive years of employment of a teacher in a school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district. The contract of a probationary status teacher may be terminated at the end of the contract period upon written notice to that effect prior to April first of any year. The written notice shall state the reasons for termination. However, termination notice shall not be issued until a member of the school administrative staff has provided the probationary teacher with written evidence of any alleged deficiencies and allowed the teacher reasonable time to correct the deficiencies. Following receipt of the written notice, the probationary teacher may request a private conference with the board, which shall be held in accordance with the provisions of subsection four (4) of this section. Within three days following the private conference, the superintendent shall make a written recommendation to the board. The board, at its next meeting, shall, by roll call vote, decide the retention or termination of the probationary teacher. The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code."

17. Page 7, line 9, by inserting after the word "representatives" the words "if any, not to exceed five,".

18. By renumbering subsections as necessary.

H-3651 FILED - Out of order
APRIL 24, 1975

BY COMMITTEE ON EDUCATION
PATCHETT of Johnson, Chairman

H-3857

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 2, line 5, by inserting after the comma
4 the words "on its own initiative or"
5 2. Page 2, line 34, by inserting after the word
6 "available" the words " to the teacher and to the
7 board".
8 3. Page 3, by striking all of lines 16 thru 29,
9 and inserting in lieu thereof the words "shall be
10 attended by members of the board, the superintendent,
11 the teacher, and the teacher's immediate supervisor.
12 The discussion at the conference shall be limited to
13 the specific reasons stated in the notice to
14 consider termination. Any material removed from the
15 teacher's personnel file or other material to be
16 introduced at the conference shall be provided the
17 teacher no less than five days preceding the conference.
18 No one attending shall be liable for any damages to any
19 other person in attendance if any statement at the
20 conference is determined to be erroneous as long as
21 the statement was made in good faith.
22 4. Page 4, line 30, by inserting after the word
23 "terminated" the words "at the end of the contract
24 period".
25 5. Page 4, line 30, by striking the words "sixty
26 days".
27 6. Page 4, line 31, by inserting after the word
28 "teacher" the words "not less than sixty days".
29 7. Page 4, line 32, by striking the words "ter-
30 mination of the contract" and inserting in lieu
31 thereof the words "end of the contract period".
32 8. Page 6, line 15, by striking the words
33 "except that superintendents,".
34 9. Page 6, by striking lines 16 thru 21 and
35 inserting in lieu thereof the words". A complete
36 transcript of the ".

H-3857 FILED - Out of order
MAY 14, 1975

BY HULLINGER of Decatur
MIDDLESWART of Warren
DAGGETT of Adams

H-4049

1 Amend H-3623 by Menke and Hansen, to Senate File
2 205, as amended, passed, and reprinted by the Senate,
3 as follows:
4 1. Page 1, by striking lines 12 and 13 and insert-
5 ing in lieu thereof the following:
6 "4. Page 5, by striking lines 11 and 12 and in-
7 serting in lieu thereof the words ". If an"."
8 2. Page 2, by striking lines 7 through 15 and
9 inserting in lieu thereof the words "arbitrators shall
10 be paid by the selecting party and those of the third
11 arbitrator shall be divided between the parties.
12 The fees of the arbitrators shall not exceed the fees
13 permitted by rule of the public employment relations
14 board. Costs of appeal, except arbitrator and attorney
15 fees, shall be paid by the losing party."

H-4049 FILED - Out of order
JUNE 4, 1975

BY OAKLEY of Clinton

H-3999

1 Amend Senate File 205, as amended, passed,
2 and reprinted by the Senate, page 1, by striking
3 from lines 12, 13, 14, and 15 the following: ",
4 including but not limited to sabbatical leaves
5 and reimbursement for tuition paid by the teacher
6 for approved courses".

H-3999 FILED - Out of order BY WEST of Marshall
MAY 30, 1975

H-4050

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 5, by striking lines 11 and 12 and insert-
4 ing in lieu thereof the words ". If an".
5 2. Page 6, line 23, by striking the word "by"
6 and inserting in lieu thereof the word "to".
7 3. Page 6, line 23, by inserting after the word
8 "parties" the words "at their cost".
9 4. Page 6, line 27, by inserting after the word
10 "board" the words ", except the fee of the arbitrator
11 shall be paid by the losing party unless the decision
12 of the arbitrator is appealed to the district court
13 in which event the fee shall be assessed as part of
14 the court costs".

H-4050 FILED - Out of order BY OAKLEY of Clinton
JUNE 4, 1975

H-4062

1 Amend H-3651, filed by the Committee on Education,
2 to Senate File 205, as amended, passed, and reprinted
3 by the Senate, as follows:
4 1. Page 1, line 47, by striking the words "Notice
5 of".
6 2. Page 1, by striking lines 48, 49, and 50 and
7 inserting in lieu thereof the words "The appeal shall
8 be de novo and shall be governed by the rules of civil
9 procedure."
10 3. Page 2, by striking lines 1 through 6.
11 4. Page 2, line 7, by inserting after the word
12 "costs" the words ", including those of arbitration,".

H-4062 FILED - Out of order BY OAKLEY of Clinton

H-3810

1 Amend amendment H-3649, to Senate File 205, as
2 amended, passed and reprinted as follows:
3 Page 2, line 34, by striking the word "to" and
4 inserting in lieu thereof the words "and request".

H-3810 FILED - Out of order BY KOOGLER of Mahaska
MAY 8, 1975

H-3649

Amend Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 1, line 9, by inserting after the word "district" the words "including superintendents and principals".

2. Page 1, line 12 by striking the word ", including" and inserting in lieu thereof a period.

3. Page 1, by striking lines 13, 14, and 15 and inserting in lieu thereof the words "The contract shall also include by reference all provisions of an agreement negotiated by the board of directors and an employee organization certified under chapter twenty (20) of the Code. The contract".

4. Page 1. line 20, by striking the words "when tendered, and".

5. Page 1, line 20, by striking the word "is" and inserting in lieu thereof the words "has been".

6. Page 1, line 21, by inserting after the word "teacher" the word ", and".

7. Page 1, by inserting after line 23 the following subsection and renumbering the remaining subsections:

"____. Boards of directors of school districts may arrange for an exchange of teachers in any school under their jurisdictions with other school corporations either within or without the state or the United States on such terms and conditions as are approved by the superintendent of public instruction and when so arranged and approved, the board may continue to pay the salary of the teacher exchanged for a period of one year as provided in the contract between the teacher and the board, and the teacher shall not lose any privileges of tenure, old-age and survivor's insurance, or certification as a result of such exchange. The contract may be renewed for additional one year periods as determined by the employing school board if the visiting exchange teacher is paid in full for the service rendered by the school authorities with whom the contract is made. Exchange teachers shall possess qualifications equivalent to the regular teacher employed by the board and who is serving as the exchange teacher and must secure a special certificate covering the subjects designated for the teacher to teach in the public schools in which the instruction is given. The suprintendent of public instruction may formulate, establish, and enforce any reasonable rules necessary to govern the exchange of teachers as provided in this subsection, including the waiver of Iowa certification requirements for teachers who are regularly certificated or licensed in the jurisdiction from which they come."

8. Page 1, by striking lines 24 and 25 and inserting in lieu thereof the figure and words "3. The contract shall remain in force".

9. Page 2, line 2, by striking the word "fifteenth" and inserting in lieu thereof the word "first".

10. Page 2, line 4, by inserting after the word "directors" the words "or by April tenth the board may cause the contract to be terminated".

11. Page 2, line 12, by striking the words "February fifteenth" and inserting in lieu thereof the words "March tenth".

12. Page 2, line 19, by striking the word "be" and inserting in lieu thereof the words "relate to".

13. Page 2, lines 19 and 20, by striking the words "persistent or substantial neglect of" and inserting in lieu thereof the words "inattention to".

14. Page 2, line 20, by striking the word "inadequate" and inserting in lieu thereof the word "unsatisfactory".

15. Page 2, by striking lines 21 through 25 and inserting in lieu thereof the words "partiality, insubordination, or factors which".

16. Page 2, line 26, by inserting after the word "reduction" the words "or realignment".

17. Page 3, line 26, by inserting after the word "member" the words "or school administrator".

18. Page 4, line 5, by striking the word "five" and inserting in lieu thereof the word "six".

19. Page 4, line 7, by inserting after the word "to" the words "consider the recommendation and".

20. Page 4, by striking lines 16 and 17 and inserting in lieu thereof the following:

"6. The teacher may protest the".

21. Page 4, line 19, by inserting after the word "contract" the words "to a private hearing no later than May first".

22. Page 4, line 21, by striking the word "two" and inserting in lieu thereof the word "three".

23. Page 4, line 25, by striking the word "or" and inserting in lieu thereof a period.

24. Page 4, by striking lines 26 through 35.

25. Page 5, by striking lines 1 through 31 and inserting in lieu thereof the following:

"The teacher shall be given notice by the secretary of the board of the time and location of the hearing not later than May tenth. Upon the conclusion of the hearing, the board shall determine the question of continuance or discontinuance by roll call vote entered in the minutes of the board.

If the board has voted to terminate the contract of the teacher, the teacher may appeal the decision

of the board to a panel of arbitrators. Within ten days following notification of termination by the board, the teacher may send written notice to the board of the appeal and of the appointment of an arbitrator to represent the teacher. Within ten days following the receipt by the board of the name of the arbitrator appointed by the teacher, the board shall select an arbitrator and shall send notice to the arbitrator selected by the teacher of the name and address of the board's arbitrator. Within ten days following the receipt by the arbitrator of the name and address of the arbitrator selected by the board, the two arbitrators shall meet and shall select a third arbitrator. The three arbitrators shall all be residents of the merged area in which the school district is located. If the two arbitrators cannot agree upon a third arbitrator within the time limitation, the third arbitrator shall be selected by the chief judge of the judicial district in which the school district is located."

26. Page 5, line 32, by striking the word "selected."

27. Page 5, line 33, by striking the word "arbitrator" and inserting in lieu thereof the words "panel of arbitrators".

28. Page 6, line 3, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

29. Page 6, line 4, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

30. Page 6, line 7, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

31. Page 6, line 9, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

32. Page 6, line 10, by striking the words "by the chairman of".

33. Page 6, by striking line 11, and inserting in lieu thereof the words ". The arbitrators".

34. Page 6, line 14, by inserting after the period the following: "The judgment on the appeal shall require the approval of not less than two of the three arbitrators."

35. Page 6, line 14, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

36. Page 6, line 22, by striking the word "arbitrator's" and inserting in lieu thereof the word

H-3654

1 Amend Senate File 205, as passed by the Senate
2 and reprinted, as follows:
3 1. Page 2, by inserting after line 4, the
4 following new subsection:
5 "3. In determining whether action to ter-
6 minate a teacher's contract shall be initiated, and
7 in determining whether such action once initiated
8 shall be sustained under the provisions of this
9 section, the primary consideration shall be the
10 educational advancement and general welfare of
11 students."
12 2. By renumbering the subsections.

H-3654 FILED - Out of order
APRIL 24, 1975

BY EVANS of Grundy
KREAMER of Polk
WELDEN of Hardin
PELLETT of Cass
BENNETT of Ida
WEST of Marshall
HALVORSON of Clayton
STROMER of Hancock

Senate File 205

H-3746

1 Amend Senate File 205, as amended, passed and
2 reprinted by the Senate, as follows:
3 1. Page 2, lines 19 and 20, by striking the
4 words "persistent or substantial".
5 2. Page 7, line 4, by striking the words
6 "persistent or substantial".

H-3746 FILED - Out of order
MAY 5, 1975

BY JUNKER of Woodbury

H-3825

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 4, by striking lines 28 and 29 and in-
4 serting in lieu thereof the words "of the Code.
5 During a teacher's first two years of employment,
6 the teacher's employment may".
7 2. Page 4, line 32, by inserting after the
8 period the words "Although a teacher with less than
9 two years of employment has a limited right to
10 appeal a termination of employment under this
11 section, it is the intent of the general assembly
12 that when such teacher is issued a contract by the
13 board, it is with the full confidence of the board
14 in the teacher's ability to fulfill the terms of
15 the contract in a satisfactory manner."
16 3. Page 4, line 32, by striking the words
17 "A probationary teacher" and inserting in lieu
18 thereof the words "The contract with a teacher who
19 has less than two consecutive years of employment".

H-3825 FILED - Ruled out of order with adoption 6257 5/6
MAY 9, 1975

BY HINKHOUSE of Cedar

8. Page 6, line 9, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

9. Page 6, line 10, by striking the words "by the chairman of".

10. Page 6, by striking line 11, and inserting in lieu thereof the words ". The arbitrators".

11. Page 6, line 14, by inserting after the period the following: "The judgment on the appeal shall be unanimous."

12. Page 6, line 14, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

13. Page 6, line 22, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

14. Page 6, line 27, by inserting after the period the following: "The arbitrators shall be paid at the same rate as members of a district court jury."

15. Page 6, by inserting after line 27 the following:

"If a unanimous decision cannot be reached by the arbitrators in the time limits allowed, a new panel of arbitrators shall be selected in the same manner as the original panel."

H-3603 FILED - Out of order
APRIL 21, 1975

BY MILLER of Buchanan
JORDAN of Linn
WYCKOFF of Benton
~~HINKHOUSE of Cedar~~ 4/25/75 (1369)

H-3623

Amend Senate File 205, as amended, passed, and reprinted by the Senate, as follows:

1. Page 5, line 4, by striking the words "an arbitrator" and inserting in lieu thereof the words "a panel of arbitrators".

2. Page 5, line 10, by striking the words "may select" and inserting in lieu thereof the words "shall each select and notify".

3. Page 5, line 10, by inserting after the word "arbitrator" the words "and the two arbitrators shall select and notify a third arbitrator".

4. Page 5, line 11, by striking the word "resides" and inserting in lieu thereof the words "all reside".

5. Page 5, line 12, by striking the word "an" and inserting in lieu thereof the words "the third".

6. Page 5, by striking lines 14 through 32 and inserting in lieu thereof the words: "five-day period, the secretary of the board shall notify the chief judge of the judicial district in which the school district is located and the chief judge shall select the third arbitrator who shall reside within the boundaries of the merged area in which the school district is located. Within ten days following the selection,".

7. Page 5, line 33, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

8. Page 6, line 3, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

9. Page 6, line 4, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

10. Page 6, line 7, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

11. Page 6, line 9, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

12. Page 6, line 10, by striking the words "by the chairman of".

13. Page 6, by striking line 11 and inserting in lieu thereof the words ". The arbitrators".

14. Page 6, line 14, by inserting after the period the following: "Judgment on the appeal requires the approval of two of the three arbitrators."

15. Page 6, line 14, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

16. Page 6, line 22, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

17. Page 6, by striking lines 25, 26, and 27, and inserting in lieu thereof the words "teacher and school board secretary. The fees of the arbitrator selected by the teacher shall be paid by the teacher, and the fees of the arbitrator selected by the board shall be paid by the board. The fees of the third arbitrator are limited to one hundred dollars. All costs of the appeal, except fees of the arbitrators selected by the teacher and the board, shall be paid by the teacher if the appeal is unsuccessful and by the board if the appeal is successful."

18. Page 7, lines 22 and 23, by striking the words "an arbitrator" and inserting in lieu thereof the words "the arbitrators".

H-3623 FILED - Out of order
APRIL 22, 1975

BY MENKE of O'Brien
HANSEN of O'Brien

Senate File 205

H-3648

Amend Senate File 205, as amended, passed, and reprinted by the Senate, page 7, line 5, by inserting after the word "duty," the words "immoral conduct,".

H-3648 FILED - Out of order
APRIL 24, 1975

BY SPEAR of Lee

H-3603

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 1, by inserting before line 1 the follow-
4 ing section:
5 "Section 1. Chapter two hundred seventy-seven
6 (277), Code 1975, is amended by adding the following
7 new section:
8 NEW SECTION. REGISTRATION FOR ARBITRATORS. Each
9 third voter at the regular school election shall be
10 required to complete a form listing the voter's name
11 and address which form shall be used for selecting
12 arbitrators under sections two hundred seventy-nine
13 point thirteen (279.13) and two hundred seventy-nine
14 point twenty-four (279.24) of the Code. The county
15 commissioner of elections shall prescribe and provide
16 the forms. Voters shall be excused from filing the
17 form if they have served as members of the school board
18 or have been certificated employees of the school board
19 at any time during the preceding four years. Other
20 voters may be excused by the county commissioner of
21 elections of the county in which the school district is
22 located. The completed forms shall be transmitted by
23 the election officials to the secretary of the school
24 board."
25 2. Page 5, by striking lines 9 through 31 and
26 inserting in lieu thereof the following: "shall set
27 a date for a meeting between the board and the teacher
28 for selection of a panel of arbitrators. At the
29 meeting the secretary of the board shall place the
30 forms containing the names and addresses of voters
31 eligible to serve as arbitrators, completed at the
32 last preceding school election under the provisions
33 of section one (1) of this Act, in a container and
34 the teacher shall draw the names of eleven potential
35 arbitrators from the container. Within five days
36 following the drawing of names, the school board
37 and the teachers shall each remove four names from
38 the list of potential arbitrators. The three potential
39 arbitrators whose names remain shall serve as the panel
40 of arbitrators."
41 3. Page 5, line 32, by striking the word "selected."
42 4. Page 5, line 33, by striking the word "arbitrator"
43 and inserting in lieu thereof the words "panel of
44 arbitrators".
45 5. Page 6, line 3, by striking the word "arbitrator"
46 and inserting in lieu thereof the word "arbitrators".
47 6. Page 6, line 4, by striking the word "arbitrator"
48 and inserting in lieu thereof the word "arbitrators".
49 7. Page 6, line 7, by striking the word "arbitrator"
50 and inserting in lieu thereof the word "arbitrators".

8. Page 6, line 9, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

9. Page 6, line 10, by striking the words "by the chairman of".

10. Page 6, by striking line 11, and inserting in lieu thereof the words ". The arbitrators".

11. Page 6, line 14, by inserting after the period the following: "The judgment on the appeal shall be unanimous."

12. Page 6, line 14, by striking the word "arbitrator" and inserting in lieu thereof the word "arbitrators".

13. Page 6, line 22, by striking the word "arbitrator's" and inserting in lieu thereof the word "arbitrators'".

14. Page 6, line 27, by inserting after the period the following: "The arbitrators shall be paid at the same rate as members of a district court jury."

15. Page 6, by inserting after line 27 the following:

"If a unanimous decision cannot be reached by the arbitrators in the time limits allowed, a new panel of arbitrators shall be selected in the same manner as the original panel."

H-3603 FILED - Out of order
APRIL 21, 1975

BY MILLER of Buchanan
JORDAN of Linn
WYCKOFF of Benton
~~HINKHOUSE of Cedar~~ 4/25/75 (1369)

1 "arbitrators'".
2 37. Page 6, by striking lines 25, 26, and 27 and
3 inserting in lieu thereof the words "teacher and
4 school board secretary. The fees of the arbitrator
5 selected by the teacher shall be paid by the teacher,
6 and the fees of the arbitrator selected by the board
7 shall be paid by the board. The fees of the third
8 arbitrator are limited to one hundred dollars. All
9 costs of the appeal, except fees of the arbitrators
10 selected by the teacher and the board, shall be paid
11 by the teacher if the appeal is unsuccessful and all
12 costs of the appeal shall be paid by the board if
13 the appeal is successful. The decision of the panel
14 of arbitrators may be appealed by either party to
15 the district court of the judicial district in which
16 the school district is located within twenty days
17 following receipt of the judgment. The provisions
18 of this section shall not affect the power of the
19 board to discharge a teacher for cause under the
20 provisions of section two hundred seventy-nine point
21 twenty-four (279.24) of the Code."
22 38. Page 7, lines 22 and 23, by striking the words
23 "an arbitrator" and inserting in lieu thereof the
24 words "the arbitrators".

H-3649 FILED - Out of order BY MENKE of O'Brien
APRIL 24, 1975

Senate File 205

H-4065

1 Amend Senate File 205 as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 4, line 19, by inserting after the word
4 "contract" the words "to the disrict court in the
5 county in which the board's principal offices are
6 located within twenty days following receipt of the
7 notice by the teacher. The board's decision may be
8 modified, reversed, or set aside only if the court
9 determines that the board acted without or in excess
10 of its authority, that it is not supported by a
11 preponderance of the competent evidence on the record
12 considered as a whole, or that the decision was
13 procured by fraud or is contrary to law".
14 2. Page 4, by striking line 35 and inserting in
15 lieu thereof the words "the Code."
16 3. Page 5, by striking lines 1 through 35.
17 4. Page 6, by striking lines 1 through 27.

H-4065 FILED - Out of order BY OAKLEY of Clinton
JUNE 4, 1975

H-3591

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate as follows:
3 1. Page 2, line 26, by inserting after the period
4 the following: "The board shall not consider terminat-
5 ing the contract of a teacher who has been employed
6 as a teacher for twenty-five years or more in this
7 state, is at least fifty-six years of age, and holds
8 a valid preprofessional certificate issued by the
9 board of educational examiners, for reasons that the
10 teacher does not possess a bachelor's degree from a
11 recognized institution."
12 2. Page 7, by inserting after line 23 the follow-
13 ing section:
14 "Sec.___. It is the intent of the general assembly
15 that any teacher be reinstated for employment by the
16 board for the school year beginning July 1, 1976
17 and thereafter if the teacher's contract has been
18 terminated or the teacher has resigned, effective for
19 the school year beginning July 1, 1975, solely because
20 the teacher does not possess a bachelor's degree from
21 a recognized institution. The provisions of this
22 section shall apply only to teachers who have been
23 employed in this state as teachers for not less than
24 forty years, who are at least fifty-six years of age,
25 and who hold valid preprofessional certificates.
26 Teachers qualifying for reinstatement under this
27 section shall be offered contracts, for the school
28 year beginning July 1, 1976 and thereafter, which
29 specify an annual salary in an amount not less than
30 the annual salary established by the board for a
31 teacher with no previous teaching experience who holds
32 a professional certificate issued by the board of
33 educational examiners."

H-3591 FILED - Out of order with adoption of 6259 BY HENNESSEY of Delaware
APRIL 18, 1975

H-3589

1 Amend Senate File 205, as amended, passed, and
2 reprinted by the Senate, as follows:
3 1. Page 4, line 17, by inserting after the
4 first use of the word "teacher" the words "by a
5 board of directors, or has completed at least five
6 years total employment as a teacher,".
7 2. Page 4, line 19, by striking the words "no
8 teacher who".
9 3. Page 4, by striking lines 20 through 23 and
10 inserting in lieu thereof the following: "a teacher
11 who has less than five years total employment as a
12 teacher and less than two consecutive school years
13 employment as a teacher by that board may appeal
14 the action of the board to terminate a contract if".
15 4. Page 4, line 28, by inserting after the word
16 "employment" the words "with a board".
17 5. Page 4, line 29, by striking the words "is
18 probationary" and inserting in lieu thereof the
19 words "are probationary, unless the teacher has
20 completed a total of five years of employemnt as
21 a teacher,".

H-3589 FILED BY SVOBODA of Iowa
APRIL 18, 1975 - Out of order

SENATE FILE 205

AN ACT

RELATING TO THE ISSUANCE, CONTINUATION, AND TERMINATION OF TEACHERS' CONTRACTS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section two hundred seventy-nine point thirteen (279.13), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.13 CONTRACTS WITH TEACHERS--AUTOMATIC CONTINUATION.

1. Contracts with teachers, which for the purpose of this section means all certificated 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.

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 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 fifteenth 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. The board shall establish evaluation criteria and shall implement evaluation procedures. If an exclusive bargaining representative has been certified, the board shall negotiate in good faith with respect to evaluation procedures pursuant to chapter twenty (20) of the Code.

4. The superintendent or the superintendent's designee shall notify the teacher not later than March fifteenth that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not later than March thirty-first that the teacher's continuing contract be terminated effective at the end of the current school year.

5. Such notification shall be in writing and shall be personally delivered to the teacher, or mailed by certified mail. The notification shall be complete when received by the teacher. The notification and the recommendation to terminate shall contain a short and plain statement of the reasons, which shall be for just cause, why the recommendation is being made. The notification shall be given at or before the time the recommendation is given to the board.

As a part of the termination proceedings, the teacher's complete personnel file of employment by that board shall be available to the teacher, which file shall contain a record of all periodic evaluations between the teacher and appropriate supervisors.

Within five days of the receipt of the written notice that the superintendent is recommending termination of the contract, the teacher may request, in writing to the secretary of the board, a private hearing with the board. The private hearing

shall not be subject to chapter twenty-eight A (28A) of the Code and shall be held no sooner than ten days and no later than twenty days following the receipt of the request unless the parties otherwise agree. The secretary of the board shall notify the teacher in writing of the date, time, and location of the private hearing, and at least five days before the hearing shall also furnish to the teacher any documentation which may be presented to the board at the private hearing and a list of persons who may address the board in support of the superintendent's recommendation at the private hearing. At least three days before the hearing, the teacher shall provide any documentation he or she expects to present at the private hearing, along with the names of any persons who may address the board on behalf of the teacher. This exchange of information shall be at the time specified unless otherwise agreed.

6. The participants at the private hearing shall be at least a majority of the members of the board, their legal representatives, if any, the superintendent, the superintendent's designated representatives, if any, the teacher's immediate supervisor, the teacher, the teacher's representatives, if any, and the witnesses for the parties. The evidence at the private hearing shall be limited to the specific reasons stated in the superintendent's notice of recommendation of termination. No participant in the hearing shall be liable for any damages to any person if any statement at the hearing is determined to be erroneous as long as the statement was made in good faith. The superintendent shall present evidence and argument on all issues involved and the teacher may cross-examine, respond and present evidence and argument in his or her behalf relevant to all issues involved. Evidence may be by stipulation of the parties and informal settlement may be made by stipulation, consent, or default or by any other method agreed upon by the parties in writing. The board shall employ a certified shorthand reporter to keep a record of the private hearing. The proceedings or any part thereof shall be transcribed at the request of either party

with the expense of transcription charged to the requesting party.

The presiding officer of the board may administer oaths in the same manner and with like effect and under the same penalties as in the case of magistrates exercising criminal or civil jurisdiction. The board shall cause subpoenas to be issued for such witnesses and the production of such books and papers as either the board or the teacher may designate. The subpoenas shall be signed by the presiding officer of the board.

In case a witness is duly subpoenaed and refuses to attend, or in case a witness appears and refuses to testify or to produce required books or papers, the board shall, in writing, report such refusal to the district court of the county in which the administrative office of the school district is located, and the court shall proceed with the person or witness as though the refusal had occurred in a proceeding legally pending before the court.

The board shall not be bound by common law or statutory rules of evidence or by technical or formal rules of procedure, but it shall hold the hearing in such manner as is best suited to ascertain and conserve the substantial rights of the parties. Process and procedure under this section shall be as summary as reasonably may be.

At the conclusion of the private hearing, the superintendent and the teacher may file written briefs and arguments with the board within three days or such other time as may be agreed upon.

If the teacher fails to timely request a private hearing or does not appear at the private hearing, the board may proceed and make a determination upon the superintendent's recommendation, which determination in that case shall be not later than April tenth, or not later than five days after the scheduled date for the private hearing, whichever is applicable. The board shall convene in open session and by roll call vote determine the termination or continuance of the teacher's contract.

Within five days after the private hearing, the board shall, in executive session, meet to make a final decision upon the recommendation and the evidence as herein provided. The board shall also consider any written brief and arguments submitted by the superintendent and the teacher.

The record for a private hearing shall include:

a. All pleadings, motions and intermediate rulings.

b. All evidence received or considered and all other submissions.

c. A statement of all matters officially noticed.

d. All questions and offers of proof, objections and rulings thereon.

e. All findings and exceptions.

f. Any decision, opinion, or conclusion by the board.

g. Findings of fact shall be based solely on the evidence in the record and on matters officially noticed in the record.

The decision of the board shall be in writing and shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in statutory language, shall be accompanied by a concise and explicit statement of the underlying facts and supporting the findings. Each conclusion of law shall be supported by cited authority or by reasoned opinion.

When the board has reached a decision, opinion, or conclusion, it shall convene in open meeting and by roll call vote determine the continuance or discontinuance of the teacher's contract. The record of the private conference and findings of fact and exceptions shall be exempt from the provisions of chapter sixty-eight A (68A) of the Code. The secretary of the board shall immediately mail notice of the board's action to the teacher.

7. If the teacher is no longer a probationary teacher, the teacher may, within ten days, appeal the determination of the board to an adjudicator by filing a notice of appeal with the secretary of the board. The notice of appeal shall contain a concise statement of the action which is the subject of the appeal, the particular board action appealed from,

the grounds on which relief is sought and the relief sought.

Within five days following receipt by the secretary of the notice of appeal, the board or the board's legal representative, if any, and the teacher or the teacher's representative, if any, may select an adjudicator who resides within the boundaries of the merged area in which the school district is located. If an adjudicator cannot be mutually agreed upon within the five-day period, the secretary shall notify the chairperson of the public employment relations board by transmitting the notice of appeal, and the chairperson of the public employment relations board shall within five days provide a list of five adjudicators to the parties. Within three days from receipt of the list of adjudicators, the parties shall select an adjudicator by alternately removing a name from the list until only one name remains. The person whose name remains shall be the adjudicator. The parties shall determine by lot which party shall remove the first name from the list submitted by the chairperson of the public employment relations board. The secretary of the board shall inform the chairperson of the public employee relations board of the name of the adjudicator selected.

If the teacher does not timely request an appeal to an adjudicator the decision, opinion, or conclusion of the board shall become final and binding.

Within thirty days after filing the notice of appeal, or within further time allowed by the adjudicator, the board shall transmit to the adjudicator the original or a certified copy of the entire record of the private hearing which may be the subject of the petition. By stipulation of the parties to review the proceedings, the record of the case may be shortened. The adjudicator may require or permit subsequent corrections or additions to the shortened record.

The record certified and filed by the board shall be the record upon which the appeal shall be heard and no additional evidence shall be heard by the adjudicator. In such appeal to the adjudicator, especially when considering the credibility of witnesses, the adjudicator shall give weight to the fact

findings of the board; but shall not be bound by them.

Before the date set for hearing a petition for review of board action, which shall be within ten days after receipt of the record unless otherwise agreed or unless the adjudicator orders additional evidence be taken before the board, application may be made to the adjudicator for leave to present evidence in addition to that found in the record of the case. If it is shown to the adjudicator that the additional evidence is material and that there were good reasons for failure to present it in the private hearing before the board, the adjudicator may order that the additional evidence be taken before the board upon conditions determined by the adjudicator. The board may modify its findings and decision in the case by reason of the additional evidence and shall file that evidence and any modifications, new findings, or decisions, with the adjudicator and mail copies of the new findings or decisions to the teacher.

The adjudicator may affirm board action or remand to the board for further proceedings. The adjudicator shall reverse, modify, or grant any appropriate relief from the board action if substantial rights of the teacher have been prejudiced because the board action is:

a. In violation of a board rule or policy or contract; or

b. Unsupported by a preponderance of the competent evidence in the record made before the board when that record is viewed as a whole; or

c. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

The adjudicator shall, within fifteen days after the hearing, make a decision and shall give a copy of the decision to the teacher and the secretary of the board. The decision of the adjudicator shall become the final and binding decision of the board unless either party within ten days notifies the secretary of the board that the decision is rejected. The board may reject the decision by majority vote, by roll

call, in open meeting and entered into the minutes of the meeting. The board shall immediately notify the teacher of its decision by certified mail. The teacher may reject the adjudicator's decision by notifying the board's secretary in writing within ten days of the filing of such decision.

All costs of the adjudicator shall be shared equally by the teacher and the board.

8. If either party rejects the adjudicator's decision, the rejecting party shall, within thirty days of the initial filing of such decision, appeal to the district court of the county in which the administrative office of the school district is located. The notice of appeal shall be immediately mailed by certified mail to the other party. The adjudicator shall transmit to the reviewing court the original or a certified copy of the entire record which may be the subject of the petition. By stipulation of all parties to the review proceedings, the record of such a case may be shortened. A party unreasonably refusing to stipulate to limit the record may be taxed by the court for the additional cost. The court may require or permit subsequent corrections or additions to the shortened record.

In proceedings for judicial review of the adjudicator's decision, the court shall not hear any further evidence but shall hear the case upon the certified record. In such judicial review, especially when considering the credibility of witnesses, the court shall give weight to the fact findings of the board; but shall not be bound by them. The court may affirm the adjudicator's decision or remand to the adjudicator or the board for further proceedings upon conditions determined by the court. The court shall reverse, modify, or grant any other appropriate relief from the board decision or the adjudicator's decision equitable or legal and including declaratory relief if substantial rights of the petitioner have been prejudiced because the action is:

a. In violation of constitutional or statutory provisions; or

b. In excess of the statutory authority of the board or

the adjudicator; or

c. In violation of a board rule or policy or contract; or

d. Made upon unlawful procedure; or

e. Affected by other error of law; or

f. Unsupported by a preponderance of the competent evidence in the record made before the board and the adjudicator when that record is viewed as a whole; or

g. Unreasonable, arbitrary or capricious or characterized by an abuse of discretion or a clearly unwarranted exercise of discretion.

An aggrieved or adversely affected party to the judicial review proceeding may obtain a review of any final judgment of the district court by appeal to the supreme court. The appeal shall be taken as in other civil cases, although the appeal may be taken regardless of the amount involved.

9. The first two consecutive years of employment of a teacher in the same school district are a probationary period. However, a board of directors may waive the probationary period for any teacher who previously has served a probationary period in another school district and the board may extend the probationary period for an additional year with the consent of the teacher.

In the case of the termination of a probationary teacher's contract, the provisions of subsections four (4), five (5), and six (6), of this section shall apply.

The board's decision shall be final and binding unless the termination was based upon an alleged violation of a constitutionally guaranteed right of the teacher or an alleged violation of public employee rights of the teacher under section twenty point ten (20.10) of the Code.

Sec. 2. Section two hundred seventy-nine point twenty-four (279.24), Code 1975, is amended by striking the section and inserting in lieu thereof the following:

279.24 DISCHARGE OF TEACHER. A teacher may be discharged at any time during the contract year for just cause. The superintendent or the superintendent's designee, shall notify

the teacher immediately that the superintendent will recommend in writing to the board at a regular or special meeting of the board held not more than fifteen days after notification has been given to the teacher that the teacher's continuing contract be terminated effective immediately following a decision of the board. The procedure for dismissal shall be as provided in subsections five (5) through nine (9) of section two hundred seventy-nine point thirteen (279.13) of the Code. The superintendent may suspend a teacher under this section pending hearing and determination by the board.

ARTHUR A. NEU
President of the Senate

DALE M. COCHRAN
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 205, Sixty-sixth General Assembly.

STEVEN C. CROSS
Secretary of the Senate

Approved May 21, 1976

ROBERT D. RAY
Governor

S.F. 205